

**These Terms of Sale are incorporated in full by reference into the Sales Order. True Digital Security, Inc. limits acceptance to these Terms of Sale, and objects to any other additional or different terms in the purchaser's Sales Order.**

This Agreement is made by and between “Client”, named on the Sales Order, and True Digital Security, Inc. (hereinafter “TRUE”) and is effective as of the date when the Sales Order is received (the “Effective Date”). Client and TRUE are each a Party to this Agreement and may be collectively referred to as the Parties.

## 1. DOCUMENT ROLES AND DEFINITIONS

1.1. *The Role of This Agreement.* This Agreement governs all Third-Party Goods or Services that TRUE sells to Client under the referencing Sales Order. No provision of this Agreement may be waived, modified, amended, deleted or terminated except in writing.

1.2. *Sales Order.* Sales Orders are the acceptance by Client of a Quote for purchasing Third-Party Goods or Services to be delivered by TRUE.

1.3. *Third-Party Goods and Services.* Third-Party Goods and Services are defined as any hardware, software, service, or other tangible or intangible asset which is not manufactured by TRUE, or in the case of a service, not provided by TRUE, but that TRUE may sell, resell, or otherwise transfer or license to Client on behalf of its manufacturer, publisher, or provider.

## 2. QUOTE

2.1. Unless otherwise stated on the Quote, prices quoted are only valid for 15 days and product deliveries are subject to availability.

## 3. SHIPPING AND RETURNS

3.1. All orders are FOB Shipping Point and Client is responsible for all associated shipping & handling charges.

3.2. All returns must have a Return Merchandise Authorization (RMA) number.

3.3. TRUE reserves the right to assess a minimum 15% restocking charge on non-defective returns.

3.4. All returns must be in “like new” condition in its original packaging, including all manuals, etc. TRUE reserves the right to refuse a return which is not in this condition.

3.5. TRUE reserves the right to refuse Products for return. Certain items such as software, special orders, client specified items and discontinued products are sold “AS IS” and cannot be returned.

## 4. PAYMENT

4.1. Payment requirements will be detailed in the Quote. Whether it is specifically stated anywhere or not, TRUE may, at its sole discretion, require a deposit from Client before placing any order for Goods.

4.2. Client understands that TRUE’s pricing is based upon timely payments by Client. Client agrees to pay TRUE by its due date.

4.3. Client will be subject to any and all applicable taxes or Government mandated fees. If the Client is exempt from any of the taxes or Government mandated fees the client must provide adequate proof of said exemption.

4.4. If Client disputes any portion of an invoice, Client agrees to pay the undisputed portion of the invoice and submit a written or electronic notice within thirty (30) calendar days of invoice date explaining the dispute. Both Parties subsequently agree to cooperate in an attempt to quickly resolve the dispute. Any failure by Client to submit a Written Notice of charges being disputed within thirty (30) calendar days of invoice date shall be deemed a final approval and acceptance of all charges on the invoice. Billing Disputes are further discussed in Section 11.

4.5. Client agrees to pay to TRUE a finance charge of one percent (1%) per month or the maximum allowable by law, whichever is less and subject to a \$40 minimum handling charge, on any undisputed balances for which payment has not been received within thirty (30) days of the invoice date.

## 5. THIRD PARTY GOODS & SERVICES

5.1. Client agrees that it will comply with any terms and conditions of the third-party products or services purchased through TRUE, applicable to the use of such

product or services, including, but not limited to, any end-user license agreement which the manufacturer or publisher of the product or services may require as a condition of use.

5.2. Although TRUE may assist in procuring, provisioning, installing, servicing and/or exchanging of third-party goods and services, TRUE only acts as a reseller of these goods and services. TRUE is neither an agent, representative, nor is it a warranty service center for any such products or services. Client acknowledges and understands that TRUE neither manufactures nor publishes any such products or services and, therefore, disclaims any and all warranties without limitation, and Client waives any such claims against TRUE. Client acknowledges that its sole warranty related to any such product or service is limited to any warranty that may be given by its manufacturer or publisher.

5.3. TRUE cannot be held responsible for any errors, defects, malfunctions, or other problems resulting from (i) incorrect specifications having been submitted to TRUE, (ii) Client having approved incorrect specifications, (iii) improper use of products or services, (iv) any modification having been made to a products by anyone other than TRUE personnel, (v) Client’s negligence, (vi) hardware equipment malfunctions, or (vii) any other circumstances not directly caused by TRUE, and any effort by TRUE to diagnose or correct any of the above problems shall be performed at TRUE’s then current time and material rates.

## 6. LIMITATIONS ON LIABILITY AND DAMAGES

6.1. *Basis of the Bargain.* The parties acknowledge prices have been set, and the Agreement entered into, in reliance upon the limitations of liability, remedies, damages, and the disclaimers of warranties and damages set forth herein, and that all such limitations and exclusions form an essential basis of the bargain between the parties. Specific remedies provided herein or in any Addendum are the exclusive remedies available to Client.

6.2. THE GOODS ARE PROVIDED TO CLIENT “AS IS” WITHOUT WARRANTIES OF ANY KIND BEYOND THOSE THAT MAY BE PROVIDED DIRECTLY TO CLIENT BY THE MANUFACTURER OR PUBLISHER THROUGH AN END USER LICENSING AGREEMENT OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, TRUE DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

6.3. *Limitation on Liability.* To the full extent permitted by applicable laws and except in the case of willful intent to cause damage, in no event will Client hold TRUE (herein inclusive of the manufacturer or the publisher of the goods) liable for any special, indirect, punitive, consequential or incidental damages, including without limitation, any lost profits, damage to or loss of, any records or data or any claim or demand against Client by any other party due to any cause whatsoever, even if TRUE has been advised of the possibility of, or should have known of, the possibility of such damage. Except in the case of willful intent to cause damage, TRUE’s entire liability (whether in contract, tort, negligence or by statute or otherwise) to Client or to any third party shall not in the aggregate exceed, the lesser of (i) the cost of correction or replacement or (ii) the cost of the Quote for the specific deliverables which are the subject of the alleged claim.

## 7. CONFIDENTIAL INFORMATION

7.1. “Confidential Information” means any proprietary or non-public information owned, developed or used by either Party, including, but not limited to, technology, software, trade secrets, service delivery documents, financial information; lists of employees, business plans and business developments; pricing information; and the existence or content of this Agreement and any associated document(s).

7.2. Confidential Information shall not include any information that (a) is publicly

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known or becomes publicly known, involving no breach of this Agreement; (b) is lawfully and in good faith made available to the receiving party by a third party who did not derive it, directly or indirectly, from TRUE or Client; or (c) is independently developed by either Party without use of Confidential Information.

7.3. During the Term of this Agreement and for a period of two years thereafter, neither Party shall disclose any Confidential Information obtained from the other Party in the course of providing services or goods under this Agreement, unless so directed by the other Party or by a court of law or government authority. Furthermore, during the term of this Agreement and thereafter, neither Party shall use Confidential Information for its own benefit or for the benefit of a third party, other than in furtherance of the purposes of this Agreement.

### 8. INDEPENDENT DEVELOPMENT

8.1. Both Parties understand and agree that, as it related to the potential disclosure of Confidential Information, as described in Section 7, the Party receiving Confidential Information may currently or in the future be developing information, internally, or receiving information from other parties that may be similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or inference that the Parties will not develop products or services, or have products or services developed for them, that, without violation of this Agreement, may compete with the products or services contemplated by the Confidential Information.

### 9. MULTIPLE OR DIFFERENT CLIENT/USER PARTIES

9.1. "Client Affiliate" means any entity that (i) is a parent, subsidiary, or stockholder of Client; (ii) has at least one executive officer, director, or equity owner who is also an executive officer, director, or equity owner of Client; or (iii) shares any office space, personnel or equipment with Client. If any Client Affiliate receives, uses, or shares the use of any software, hardware, systems or other goods installed, provided, sold or serviced by TRUE, then Client stipulates that Client has signed and agreed to be bound by this Agreement both on its own behalf and as authorized agent for such Client Affiliate. If a Client Affiliate receives, uses, or shares the use of any software, hardware, systems or other goods installed, provided, sold or serviced by TRUE, then such Client Affiliate is jointly and severally liable for all obligations of Client under this Agreement.

### 10. FORCE MAJEURE

10.1. Neither Party shall have liability or responsibility to the other Party for any delay, failure to perform, damage, malfunction, or any consequence thereof or damage resulting therefrom, due to any circumstance beyond the Party's reasonable control including, but not limited to, acts of nature, strikes, civil disturbances, terrorist acts, unavailability of goods or services from third parties, interruption or delay in delivery, transportation, telecommunications or electrical services, failure of third party hardware or software, or acts or omissions of third parties.

### 11. BILLING DISPUTES

11.1. Client has the right to dispute any of the charges contained in an invoice for a period of thirty (30) days after the date of the invoice ("Reconciliation Date"), provided that: (i) TRUE receives payment in full for all non-disputed charges on or before the due date of such payment, (ii) Client presents a written or electronic statement of the purported billing discrepancies to TRUE in reasonable detail on or before the Reconciliation Date, and (iii) Client negotiates in good faith with TRUE for the purpose of resolving said "Billing Dispute". TRUE will not be obligated to consider any Client notice of any Billing Disputes which are received by TRUE after the Reconciliation Date.

### 12. DISPUTE RESOLUTION

12.1. Any controversy or claim related directly or indirectly to this Agreement shall be resolved in accordance with the terms of this Section.

12.2. If the Dispute cannot be settled by good faith negotiation between the parties, both parties will submit the Dispute to non-binding mediation. If complete agreement cannot be reached within thirty days of submission to mediation, any remaining issues will be resolved at the election of TRUE, by binding arbitration in accordance with THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1 TO 15, AS AMENDED, IN CONJUNCTION WITH STATE LAW, WILL GOVERN THE ARBITRABILITY OF ALL DISPUTES.

12.3. A single arbitrator who is knowledgeable in the Information Technology and Cybersecurity business and commercial matters will conduct the arbitration. The arbitrator's decision and award will be final and binding and may be entered in any court with jurisdiction. The arbitrator will not have authority to modify or expand

any of the provisions of this Agreement (e.g., the Exclusive Remedies and Limitation of Liability provision of this Agreement).

12.4. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then-current rules of the alternate dispute resolution (ADR) firm selected by agreement of the parties. If the parties are unable to agree on an ADR firm, the Parties will conduct the mediation and, if necessary, the arbitration under the then current rules and supervision of the American Arbitration Association (AAA). Each party will bear its own attorney's fees associated with the mediation and, if necessary, the arbitration.

12.5. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs.

### 13. MISCELLANEOUS PROVISIONS.

13.1. *Limitation on Actions.* Any dispute Client has against TRUE with respect to this Agreement must be brought within one year after the cause of action arises, and will otherwise constitute a waiver thereof.

13.2. *Severability.* If any provision of this Agreement is judicially held to be unenforceable, illegal, or invalid, then such provision shall be deemed modified to the minimum extent necessary to render it enforceable, legal, or valid, as applicable, or, if such modification is not possible, then such provision shall be deleted, with the rest of this Agreement continuing in full force and effect.

13.3. *Venue; Jurisdiction; Governing Law.* Venue and jurisdiction for the purpose of any litigation regarding this Agreement shall lie exclusively in Tulsa County, Oklahoma.

13.4. *Entire Agreement.* This Agreement along with the referencing Quote represents the entire agreement between the Parties and supersedes all prior agreements, understandings, and representations, whether written or oral, and may be amended only by mutual agreement in writing.

13.5. *Representation and Authority.* By accepting the Quote, the Authorized Representative warrants that he/she has full corporate power and authority to execute this Agreement and to bind his/her company to the terms of this Agreement.

13.6. *Security of Interest.* In the event of Client's bankruptcy this Agreement grants TRUE a specified first security interest in any remaining assets up to and including the value of this Agreement.

13.7. *Compliance with Laws.* Client agrees that Client will adhere to all laws, rules, and regulations applicable to its use of any goods provided by TRUE.

13.8. *Independent Agents.* The Parties are independent agents and neither party is an agent of the other Party nor are they able to bind the other party, except as may be specifically provided herein.

13.9. *No Waivers.* Any delay in enforcing any provision(s) of this Agreement will not be deemed to be a waiver of such provision or a waiver of the right to enforce any such provision in the future.