



Nth
GENERATION
Nth GENERATION COMPUTING, INC.
STANDARD TERMS AND CONDITIONS OF SALE

THE TERMS AND CONDITIONS SET FORTH BELOW CONSTITUTE THE ENTIRE AGREEMENT BETWEEN NTH GENERATION COMPUTING, INC. (“Nth” or “Vendor”) AND CLIENT WITH RESPECT TO THE PURCHASE OF THIRD PARTY PRODUCTS OR SOFTWARE (“PRODUCTS”), THIRD-PARTY MAINTENANCE SERVICES (“MAINTENANCE”), AND/OR NTH INSTALLATION AND/OR PACKAGED AND/OR NTH CONSULTING SERVICES (“SERVICES”) IDENTIFIED IN THE ATTACHED Nth QUOTE UNLESS A SIGNED WRITTEN AGREEMENT FOR THE PURCHASE OF SUCH PRODUCTS, MAINTENANCE AND/OR SERVICES IS IN EFFECT BETWEEN CLIENT AND NTH. IN THE EVENT OF A CONFLICT BETWEEN SUCH AN AGREEMENT AND THESE STANDARD TERMS AND CONDITIONS OF SALE, SUCH AGREEMENT SHALL CONTROL.

1. DEFINITIONS FOR Nth TERMS & CONDITIONS

“Change Order” means the document executed by the Parties identifying a modification to a SOW on a Project.

“Client” or **“Customer”** means those persons or entities that have entered into this Agreement with Nth whereby Nth will provide onsite or remote technical services as described herein.

“Confidential Information” means any confidential or proprietary information of a Party, whether of a technical, business or other nature (including, but not necessarily limited to, trade secrets, knowhow and information relating to the technology, Clients, business plans, promotional and marketing activities, finances and other business affairs of such Party).

“Effective Date” means the date on which the SOW is signed and dated by a duly authorized representative of both Parties.

“Project” is the term used for general reference, to describe a SOW being performed by Vendor for the Client, either remotely or at the site of the Client.

“Service(s)” shall mean the providing of qualified, and as required, certified engineering and security consultant skills of Nth to conduct on-site or remote technical services for a Project.

“SOW” shall mean any Statement of Work outlining the details for each individual Service(s) with respect to a Project.

“Term” means the period described in the paragraph “Term and Termination” of the SOW.

2. CUSTOMER ORDER. Client may accept the attached Nth offer to sell (“Quote”) by issuing a purchase order in response to such Quote or signing such Quote (each accepted Quote constitutes a *Customer Order*). Client shall be deemed to unconditionally accept these terms and conditions by issuing such purchase order or signing such Quote. If the Quote includes Services, the Statement of Work must also be signed. No terms and conditions specified or preprinted on any Client purchase order or other form of acceptance shall add to or modify these terms and conditions.

3. PRICES AND TAXES. All Quotes are valid for thirty (30) days unless otherwise specified. All invoice prices are those specified in the Quote accepted by Client. Prices do not include applicable taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any governmental authority and import duties unless expressly identified and itemized. Prices do not include freight, handling or insurance unless expressly identified and itemized. Products, Maintenance or Services purchased for delivery outside of the United States may be subject to required and non-recoverable Value Added Tax or similar indirect sales related taxes (collectively, “VAT”), and Client hereby agrees to reimburse Nth for the total amount of such VAT incurred, which will be invoiced as an international logistics fee.

4. TRADE-INS. If a Customer Order includes a trade-in allowance, then Client shall comply with the return requirements of the manufacturer’s trade-in agreement. Any such trade-in goods must be received by the manufacturer on or before the date specified in the trade-in agreement or, if no such agreement exists, by the sooner of the date specified in a Quote or sixty (60) days from delivery of the replacement goods. If Client fails to return trade-in goods as required, the trade-in allowance shall be forfeited and Client will pay Nth for the trade in allowance amount.

5. PAYMENT AND INVOICING TERMS. Payment in full of all invoices is due thirty (30) days from date of invoice. Client agrees to pay the entire net amount of each invoice without offset or deduction. Payment terms are subject to Client maintaining a credit status acceptable to Nth. If Nth believes in good faith that Client’s ability to make payments may be impaired or if Client fails to pay any invoice when due, Nth may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Client shall remain liable to pay for any Products already shipped and services performed. Invoices for Products are issued upon shipment of Products from the manufacturer. Invoices for Services are invoiced prior to the scheduled start of any Service for Nth packaged services and third-party services, or at the time of equipment shipment if Services will be performed in connection with a Product order, or at milestones specified in the Quote for Nth Time and Materials type of services. Nth will assess a late payment fee of one and one half percent (1.5%) of the outstanding balance per month for each month, or partial month, on any undisputed invoice that remains unpaid beyond its due date. Client will pay any and all collection costs and reasonable attorney fees incurred by Nth to effect settlement of any undisputed past due invoice. However, should collection efforts and/or litigation be necessary to collect on any outstanding accounts that cannot be settled, all attorney fees and costs of collection expended by the prevailing party, shall be borne by the losing party. Payment by Visa, MasterCard and American Express are accepted only on orders under \$5,000. Invoices paid by credit card are subject to a 2.9% convenience fee surcharge. Products shipped to an Nth facility for Services will be invoiced upon shipment from the Nth facility. Upon written request by Client prior to acceptance of Quote, Nth will cooperate with Client’s third party leasing company to facilitate payment of the Customer Order by the leasing company. Notwithstanding the foregoing, Client remains primarily responsible and liable for complete and timely payment of all invoices issued hereunder. Any Products delivered to an Nth facility for Services will be shipped to Client no later than ten (10) days after completion of such Service and Client shall accept delivery of all such Products. If Client requests a delay in the delivery date for Products, and Products are ready for shipment, Nth reserves the right to invoice Client for such products on the date they are ready for shipment and Client agrees to pay such invoices within thirty (30) days.

6. SHIPPING AND DELIVERY. All shipments by Nth are F.O.B. shipping point, subject to Nth right of stoppage in transit, title and risk of loss to Products shall pass to Client upon delivery to the carrier or when loaded on an Nth vehicle for delivery to Client. Client is responsible for all freight, handling and insurance charges which shall be in addition to the price of the Products in the Quote. The carrier is not an agent of Nth and in no event shall Nth have any liability for loss or damage during shipment. Nth shall endeavor to initiate shipment and schedule delivery as close as possible to Client's requested delivery dates and Client acknowledges that any delivery dates provided by Nth are estimates only. Nth shall not be liable for any delay in delivery or for failure to give notice of such delay. Client shall accept and pay for partial shipments of Products in accordance with the payment provisions in Section 4.

7. CANCELLATION OF ORDERS. No Customer Order for Products or Maintenance may be cancelled or modified without Nth's written consent. If Nth consents to a Client cancellation or modification request, Client agrees to pay all actual resulting costs, expenses and fees incurred by Nth from the manufacturer, the supplier and/or its shippers. Customer Orders for Services may be cancelled with ten (10) business days prior written notice. Client will pay for all Services delivered through the date of cancellation.

8. RETURN POLICY. All sales are final other than for Products that do not meet manufacturer specifications or that are not included in the Customer Order. Client must immediately notify Nth, in writing, of any damaged or defective Products or discrepancy in shipment quantity or type and request a Return Material Authorization ("RMA") consistent with the manufacturer's return policies. All RMAs issued are valid for the period of time allowed by the manufacturer after which time the RMA will be cancelled. No return of Products will be accepted without an RMA. A non-refundable credit for properly returned items, less any restocking or other related charges imposed by the applicable third party manufacturer or supplier, will be entered against Client's account for the returned items. Products returned due to a shipping error or in accordance with warranty terms are not subject to restocking fees and any resulting credit is refundable to Client, at Client's option. Client must ship returned Products prepaid to the specified warehouse location. Nth will reimburse Client's shipping costs for Products returned due to a shipping error. Returned Products must be in the original shipping cartons, undamaged, unused and unaltered. Opened software is not returnable. Nth shall have the right to reject return of items and/or impose additional charges, which Client agrees to pay, for any equipment received without an RMA and/or in a condition other than described. Returns for used or refurbished equipment are not accepted.

9. MAINTENANCE. Any Maintenance resold by Nth hereunder is subject to the terms and conditions for such services identified by the manufacturer or third party provider. Nth is not a party to any such manufacturer or third-party terms and conditions.

10. SOFTWARE. Any software delivered under this Agreement is subject to the license terms provided with it. All software license terms are established directly between the Client and the owner or licensor of the software. Nth is not a party to any such software license and makes no warranties or representations related to the ownership, use or operation of the software.

11. SERVICES. Client may purchase Nth Services identified in a Quote and any associated Statement of Work ("SOW"). The SOW may contain terms and conditions, business hours, service pre-requisites and Client responsibilities that apply in addition to these, standard, Terms and Conditions. Security arrangements and access for Nth at the Client's location is the responsibility of Client. Service prices for installations assume Client provides a complete list of the installation sites at least two (2) weeks prior to the Services commencement. Client will notify Nth in writing of cancellations of scheduled site visits no less than five (5) business days prior to such scheduled site visit. Client changes to the number of devices/office locations to be implemented may result in changes to prices and delivery requirements. Other than Client Content, Nth retains ownership rights to all intellectual property, including but not limited to all methodologies, tools, techniques or software, used or developed by Nth during and as a result of Services provided hereunder. *Client Content* means the specific data that results from the delivery of the Service and that is unique to the Client, including Client's systems design and configuration specifications and related reports.

11.1. Relationship of Parties.

11.1.1. Relationship. The SOW shall control the relationship between Nth and Client but only to the extent so far as Nth is providing Services for a Project pursuant to the SOW as more fully defined therein. To the extent of a conflict between the SOW and any other agreement between Nth and Client, the SOW is limited to the application as set forth above and shall control in the applicable context. In connection with other agreements between the Parties, the other agreements shall control in their applicable context.

11.1.2. Nth Subcontractors. Client desires Nth to perform the Services set forth in the SOW. In its sole discretion, Nth may use subcontractors to perform the Services.

11.1.3. Agreement Modification. The only means by which the Parties may modify the SOW is by mutual agreement as evidenced by a written Change Order or other mutually acceptable change form that has been executed by both Parties and attached to and made part of the SOW. The written Change Order shall detail the impact to deliverables, cost and schedule. Client shall not be obligated to pay for any modification to the Services and Nth shall not be obligated to perform any modification to the Services in the absence of a duly executed Change Order signed by the Parties hereto.

11.1.4. Independent Contractor. Neither Nth nor its employees is an employee of Client for any purpose whatsoever, but is an independent contractor. Nth and its employees will have sole control over the manner and means of performing Services under the SOW. Client will not have the right to require that Nth or its employees to do anything that would jeopardize the relationship of independent contractor between Client and Nth or its employees. Nth and its employees do not and will not hold themselves out as having any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client unless Client will consent with prior written authorization. Nth will have the right to appoint and will be solely responsible for Nth employees and subcontractors. All Nth employees, agents, and representatives will work at Nth's expense and supervision, and will not have any claim against Client for compensation or reimbursement.

11.2. Waiver, Amendment, Modification. No waiver, amendment or modification of the SOW will be effective unless in writing and signed by an authorized representative of both parties. No waiver by any Party of any default in performance by the other Party under the SOW or of any breach or series of breaches by the other Party of any of the terms or conditions of the SOW will constitute a waiver of any subsequent default in performance under the SOW or any subsequent breach of any terms or conditions of that SOW. Performance

of any obligation required of a party under the SOW may be waived only by a written waiver signed by a duly authorized officer of both parties, that waiver will be effective only with respect to the specific obligation described in that waiver.

11.3. Cancellation Fee. Should Client terminate the SOW without cause with notice of less than 30 days prior to the scheduled beginning of the project, Nth reserves the right to charge and Client agrees to pay a cancellation fee of 50% of the total quoted fees set forth in the SOW plus all incurred non-refundable travel expenses. If cancelled less than five (5) business days prior to the scheduled beginning of the project, a cancellation charge of 100% of the total fees plus all incurred non-refundable travel expenses will be invoiced. SHOULD CLIENT POSTPONE SCHEDULED SERVICES WITH LESS NOTICE THAN TWO (2) BUSINESS DAYS, IN WRITING, CLIENT AGREES TO PAY THE MINIMUM RATE (FOUR HOURS ON-SITE, ONE HOUR REMOTE) TO COMPENSATE NTH FOR THE LOSS OF BILLABLE ACTIVITY. THIS MINIMUM CHARGE IS OVER AND ABOVE THE AGREED ESTIMATE FOR THE SERVICE DELIVERABLES.

11.4. Scheduling and Scope. Nth will schedule the onsite delivery of the service at a time mutually agreed upon with the Client, but which shall be during Nth standard business hours and excluding Nth holidays unless otherwise agreed, in writing in advance, by Nth. Any services provided outside the scope of this document or outside of Nth standard business hours may be subject to additional charges. Nth standard business hours are 08:00 to 17:00 local. NTH holidays are under U.S. Code 5.III.E.61.1§6103

11.4.1. Hours. For Time and Materials engagements, Nth will charge actual hours worked on-site for each day. However, each day will be subject to a minimum of four (4) hours plus travel time if less than eight (8) hours. For Remote work, Nth will charge a minimum of one hour. Where Nth is on “standby” for any service deliverable or client support, Nth will charge 50% of the agreed, hourly rate for the standby period **in addition to** actual time whilst engaged with the Client. Actual time will be a minimum of one hour, and whole hours rounded up.

11.4.2. Change Control. If during the planning and/or provisioning of Services, it is found that the Scope of Work does not align with the Client’s expectation of service or if the Client’s environment differs from that understood by Nth, Nth reserves the right to either withdraw from providing Services or adjust price and scope of Services accordingly. Changes required to the Services, including tasks, deliverables, fees, durations, and assumptions, shall be addressed via the change control process. When either Client or Nth determines a change is required, Nth shall complete a change order (“Change Order”) and provide to the Client designated contact for review and signature of acceptance. Client shall not be obligated to pay for any modification to the Services and Nth shall not be obligated to perform any modification to the Services in the absence of a duly executed Change Order signed by the Parties hereto.

11.4.3. Travel Costs. Travel within Southern California which includes Los Angeles, San Diego, Orange, Riverside, Ventura, Kern, and San Bernardino counties is included in Nth’s pricing. All work outside of the Southern California region shall be subject to travel fees at pass-through cost. The fees include, but are not limited to airfare, mileage, hotel, and meals. If the service is a time and materials engagement, the Client may be billed for travel time at the applicable rate.

11.5. Intellectual Property. Client is the owner (or licensee as the case may be) of certain designs, drawings, software, or other intellectual property furnished to Nth in connection with the work performed under the SOW. Client grants to Nth a license under any copyright, patent, trade secret or other proprietary right as may be necessary for performance of the Services hereunder based in whole or part on such intellectual property. Client represents and warrants that intellectual property furnished by Client does not infringe the proprietary rights of any third party. Client agrees to indemnify Nth and hold Nth harmless from any cost, loss, or damage (including reasonable attorneys’ fees and court costs) that result from a breach or alleged breach of any of these representations and warranties or other obligations contained in the SOW.

Nth is the owner of designs, drawings, derivative works, software, or other intellectual property that will be used in connection with the Services performed under the SOW. Nth grants to Client a license to use such intellectual property to the extent necessary for Client to use Deliverables provided by Nth hereunder. Nth represents and warrants that such intellectual property does not infringe the proprietary rights of any third party. Nth agrees to indemnify Client and hold Client harmless from any cost, loss, or damage (including reasonable attorneys’ fees and court costs) that results from a breach or alleged breach of any of these representations and warranties or other obligations contained in the SOW.

11.6. Term and Termination

11.6.1. Term. The term of the SOW begins on the Effective Date and shall continue in full force and effect thereafter unless and until terminated in accordance with the provisions of this section.

11.6.2. Termination without Cause. Either Party may terminate the SOW, without cause, at any time upon thirty (30) days prior written notice to the other Party. Upon receipt of such notice from Client, Nth will cease the performance of Services. Should Client terminate the SOW without cause, any such termination will be subject to the cancellation charges, if any, set forth above and in the SOW. Should no cancellation charges apply, Client shall pay Nth for the Services provided prior to the date of termination and any non-refundable travel expenses.

11.6.3. Termination for Cause. Either Party may terminate the SOW for a material breach by the other party of the terms herein if such breach is not cured within thirty (30) days after the breaching Party’s receipt of written notice thereof.

11.6.4. Effect of Termination. Any Termination will be without prejudice to any other right or remedy afforded to the Parties and will not affect any rights or obligations, which have occurred prior to such termination.

11.7. Employee Solicitation. The Parties agree that they will not directly solicit for employment nor hire each other’s employees nor Nth subcontractors during the term of the SOW where such employee contact was initiated pursuant to the SOW for a period of one year after the completion of the Services. The foregoing shall specifically exclude any general solicitations for employment by either Party through indirect means, such as solicitations through on-line job posting, print media, or other forms of publication.

11.8. Confidential Information. In the performance of, or otherwise in connection with the SOW, either Party (“**Disclosing Party**”) may disclose to the other party (“**Receiving Party**”) certain Confidential Information as confidential and proprietary of the Disclosing Party and will use such Confidential Information solely for the purposes for which it is provided by the Disclosing Party. Without limiting the

generality of the foregoing, the Receiving Party will take reasonable precautions to prevent any unauthorized use or disclosure of such Confidential Information. The obligations under this Section will not apply to any:

- Use or disclosure of any information necessary to the exercise of the Disclosing Party's rights under the SOW.
- Information that is now or later becomes part of the public domain through no fault of the Receiving Party.
- Information that is obtained by the Receiving Party from a Third Party (other than in connection with the SOW) who was not under any obligation of secrecy or confidentiality with respect to such information.
- Information that is independently developed by the Receiving Party (e.g., without reference to any Confidential Information).
- Disclosure required by applicable law (e.g. pursuant to applicable securities laws or legal process), provided that the Receiving party will use commercially reasonable efforts to give advance notice to and cooperate with the Disclosing Party in connection with any such disclosure.
- Disclosure with the written consent of the Disclosing Party.

Both parties agree that the provisions of this section shall survive the termination, for any reason, of the SOW.

12. FORCE MAJEURE. Nth shall not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Governmental priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. Nth's time for performance of any such obligations shall be extended for the time period of such delay or Nth may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Client.

13. WARRANTY. All Products and Maintenance purchased hereunder are subject to the warranties provided by the Manufacturer. Nth hereby transfers to Client such transferable warranties Nth receives from the applicable manufacturer as legally permissible. Nth warrants that its Services will be performed by qualified individuals in a professional and workmanlike manner conforming to generally accepted industry standards and practices and to the requirements specified in the SOW. Nth's personnel shall be competent and qualified to perform the tasks to which they are assigned. Services are supported against defects in workmanship for thirty (30) days after delivery. Nth MAKES NO WARRANTY AS TO THE RESULTS OF ANY SERVICES PROVIDED. EXCEPT AS SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND MAINTENANCE ARE PROVIDED "AS IS" AND Nth DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NON-INFRINGEMENT.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION. IN NO EVENT SHALL NTH BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, LOSS OF USE, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES, INCLUDING ANY DAMAGES OR SUMS PAID BY CLIENT TO THIRD PARTIES, EVEN IF Nth HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CLIENT AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND Nth AND IT SUBCONSULTANTS, OFFICERS, AGENTS, CONTRACTORS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, COSTS, EXPENSES, OR OTHER LIABILITIES OF ANY KIND, ARISING OUT OF OR RELATING TO THE PERFORMANCE OF SERVICES IN CONNECTION WITH THE SOW OR THE DELIVERABLES. THE DUTY TO DEFEND IS A SEPARATE OBLIGATION AND SHALL BE IMMEDIATE UPON TENDER OF DEFENSE TO CLIENT. THE DUTY TO DEFEND IS NOT CONTINGENT ON THE OUTCOME OF ANY LITIGATION OR ARBITRATION OR OTHER PROCEEDING. THE ONLY EXCEPTION TO THE DUTIES TO INDEMNIFY AND HOLD HARMLESS SHALL BE CLAIMS WHICH ARE FOUND BY A COURT, FACT-FINDER, OR OTHER TRIBUNAL OF APPROPRIATE JURISDICTION TO BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF Nth. THE INDEMNITIES HEREIN SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT. NO ACTION, SUIT OR OTHER PROCEEDING, REGARDLESS OF FORM, ARISING OUT OF OR RELATED TO THE TRANSACTIONS COVERED BY A CUSTOMER ORDER OR BY A SOW MAY BE BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION AROSE. NTH'S SOLE LIABILITY FOR ANY DELIVERABLE FAILURE SHALL BE TO REPAIR OR REPLACE, AT NTH'S DISCRETION, ANY NONCONFORMING DELIVERABLES, RE-PERFORM THE SERVICES, OR REFUND THE FEES PAID.

15. GENERAL. As used herein, terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. No rights, duties, agreements or obligations hereunder may be assigned or transferred by either party, by operation of law, merger or otherwise, without the prior written consent of the other. Any attempted or purported assignment shall be void.

Notwithstanding the foregoing, Nth's obligations under these Terms and Conditions may be performed by divisions, subsidiaries or affiliates of Nth. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. If any provision of this Agreement, in whole or in part, should be found to be void, unenforceable, or illegal, the remaining provisions shall remain valid and fully enforceable. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California excluding any law or principle which would apply the law of any other jurisdiction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

16. GOVERNING LAW. All transactions made under this Agreement will be governed by the applicable state laws for the state of California, excluding any conflict of laws rules that may apply in such state. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the applicable court in the County of San Diego. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Each Party agrees to comply with the U.S. Foreign Corrupt Practices Act (15 U.S.C. 78(dd)(i) et seq., as the same may be amended) and with the anti-bribery laws and regulations of any other country having jurisdiction over the transactions contemplated hereby. Client acknowledges and agrees that it has the ability to access each URL referenced in any Quote. Client waives any claims or defenses to the validity or enforceability of this Agreement arising from any electronic submission of it to Client.

17. DISPUTE RESOLUTION. Both parties will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable



mediator to be chosen by both parties within forty-five (45) days after written notice by one of the parties demanding mediation, such notice shall be by overnight mail delivery service which includes evidence of receipt as part of its normal practices, or transmitted by facsimile if confirmed by such mailing, to the addresses indicated in this Agreement (or to a new address about which the other party has been properly notified). Neither Party may unreasonably withhold its consent to the selection of a mediator and both parties will share the costs of the mediation equally. By mutual agreement, however, both parties may postpone mediation until each has completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternative dispute resolution (ADR), such as neutral fact-finding or a mini-trial. Any dispute which the parties cannot resolve between them through negotiation, mediation, or some other form of non-binding ADR within six (6) months from the date of the initial demand for it by one of them may then bring a lawsuit at a court in the State of California. The use of any ADR procedures will not be construed under doctrines of laches, waiver or estoppel to affect adversely the rights of either party. Further, nothing in this section will prevent either party from resorting to judicial proceedings if (1) good faith efforts to resolve the dispute under these procedures have been unsuccessful, or (2) interim relief from a court is necessary to prevent serious and irreparable injury to one party or to others.

18. EXPORT ADMINISTRATION. Each Party shall comply with all relevant export and sanctions laws and regulations of the United States to assure that neither any software deliverable, nor any direct product thereof is (a) exported or re-exported, directly or indirectly, in violation of any export laws, or (b) intended to be used for any purposes prohibited by any export laws, including without limitation, nuclear, chemical, or biological weapons proliferation, or (c) made available to any prohibited person or entity, as such terms are defined under applicable laws and regulations administered by the U.S. Office of Foreign Assets Control.

19. ACKNOWLEDGEMENT. Client acknowledges that it has read and understands these Standard Terms and Conditions of Sale.