

TERMS AND CONDITIONS OF SALE FOR SERVICES

AVT Technology Solutions LLC, and its divisions, subsidiaries, and affiliates (“AVT”) will provide services (“AVT Services”) and products associated with AVT Services (“Products”). AVT Services may (a) consist of a variety of services performed directly by AVT (or its subcontractor), such as performance of a task, assistance, support, access to resources that AVT makes available; or (b) creation of software or as otherwise defined on a Statement of Work (“SOW”). For avoidance of doubt, “AVT Services” excludes third-party services (“Third Party Services”), which may include but shall not be limited to software and other offerings provided solely by a third party. “AVT Services” as used in these terms and conditions does not include Third Party Services. Except for mutually agreed upon terms such as in an SOW or change order, AVT’s provision of AVT Services, Third Party Services and Products are subject to only these terms and conditions of sale for Services (“Agreement”), regardless of any other additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication (“Order”), including any preprinted terms and conditions on any document of customer (“Customer”). AVT’s failure to object to such conflicting or additional terms will not change or add to the terms of this Agreement.

1. CUSTOMER RESPONSIBILITIES.

AVT will rely on the specific instruction and information provided by Customer in the applicable SOW. The scope of the work to be performed will be tentative until confirmed in writing by both parties in the applicable SOW. AVT is not responsible for any default or delays caused by Customer’s failure to confirm applicable SOW in a timely manner, to provide accurate and timely instructions, comprehensive information, or necessary access to facilities or application environment.

2. OWNERSHIP OF DELIVERABLES AND DELIVERY.

AVT retains all rights, title and interest in any pre-existing materials and intellectual property that is owned by AVT. AVT will provide to the Customer a limited and revocable license to use the pre-existing intellectual property utilized in providing AVT Services or provided in a Deliverable at a fee to be mutually agreed. AVT Services and any Products, Deliverables, and Third Party Services, including software or other intellectual property, may be subject to any applicable rights of third parties, such as patents, copyrights or user licenses, and Customer will comply with such rights.

3. AVT'S LIMITED WARRANTY.

AVT warrants that AVT Services will be performed in a reasonable and workmanlike manner. **To the extent permitted by law, AVT makes no other warranty, express or implied, such as warranty of merchantability, fitness for purpose or non-infringement. In particular, AVT does not warrant that software provided as part of the AVT Services is uninterrupted or error-free.** Customer’s sole remedies for breach of this AVT Services warranty are, at AVT’s sole discretion, to: (i) re-perform the AVT Services, or (ii) refund the portion of the fees paid by Customer that relate to the non-conforming AVT Services. AVT will have no obligation with respect to any warranty claim if the claim is the result of (i) damage caused by unauthorized modification by Customer or any third party not performing under the direction of AVT, (ii) any abuse or misuse by Customer or any third party not performing under the direction of AVT, or (iii) damage caused by disaster such as fire, flood, wind or lightning. AVT will pass through to Customer any transferable Third Party Services warranties and remedies provided by the third party service provider.

4. LIMITATION OF LIABILITY.

To the extent permitted by law, neither AVT nor any of AVT’s successors or assigns shall be liable for and Customer is not entitled to any indirect, special, incidental, consequential, punitive or exemplary damages of any nature including without limitation removal, reinstallation costs, procurement costs, costs of cover, loss of use, loss of profit or revenue, business interruption, loss of data, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers even if AVT has been advised of the possibility of such damages. To the extent permitted by applicable law, Customer’s total recovery from AVT for any direct damages will not exceed the total amount paid by Customer for AVT Services or Third Party Services performed under the relevant SOW during the twelve month period immediately preceding the event giving rise to the liability. AVT will not be liable for any loss or damage arising out of significant changes to, or errors,

omissions or inaccuracies in the information provided by Customer. AVT is also not liable for any claims based on AVT's compliance with Customer's designs, specifications, or instructions.

5. FORCES BEYOND AVT'S CONTROL.

AVT is not liable for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control (for example: acts of nature, acts or omissions of Customer, operational disruptions, man-made or natural disasters, epidemic medical crises, materials shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labor or materials through its regular sources).

6. NON-SOLICITATION.

During the term of the SOW or Agreement and for one year from termination or expiration of this Agreement, Customer shall not, without the prior written consent of AVT, directly or indirectly offer employment or hire any current or former employee, subcontractor or consultant of AVT who was directly involved in the performance of this Agreement. This provision does not restrict the right of Customer to solicit or recruit generally in the media and does not prohibit Customer from hiring an employee of AVT who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by Customer or Customer's agents.

7. EXPORT/IMPORT.

Certain Products, AVT Services, Third Party Services, Deliverables and related technology and documentation sold by AVT are subject to export control laws, regulations and orders of the United States, the European Union, or other countries ("Export Laws"). Customer shall comply with such Export Laws and obtain any license, permit or authorization required to transfer, sell, export, re-export or import the Products, AVT Services, Third Party Services, Deliverables and related technology and documentation.

Customer will not export or re-export the Products, AVT Services, Third Party Services, or Deliverables and related technology and documentation to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United Nations, U.S. Department of Treasury, U.S. Department of Commerce or U.S. Department of State. Customer will not use the Products, AVT Services, Third Party Services, Deliverables, and related technology and documentation in relation to nuclear, biological or chemical weapons or missile systems capable of delivering same, or in the development of any weapons of mass destruction.

8. GOVERNMENT CONTRACTS.

AVT is a distributor of "Commercial Items" as defined in FAR 2.101 which includes installation services, maintenance services, repair services, training services and other services procured from AVT for support of a commercial item or services sold in the commercial marketplace. Therefore, AVT agrees only to the clauses in the Federal Acquisition Regulation ("FAR") and Defense Federal Acquisition Regulation ("DFAR") that are required to be inserted in subcontracts for commercial items as set forth in FAR 52.244-6(c)(1), FAR 52.212-5(e)(1), and DFAR 252.244-7000 if it is a subcontract under a Department of Defense prime contract. In accordance with FAR 12.211, Customer will receive only those rights in technical data customarily provided to AVT by the manufacturers or provided by AVT to other commercial customers. These rights will not be interpreted as providing to Customer unlimited rights in data, software, or intellectual property rights provided by the manufacturers or any other third party or for AVT's commercial software. AVT specifically rejects the flow down of any federal requirements which are inapplicable to services.

9. GENERAL.

- A. This Agreement shall be governed, construed, and enforced in accordance with the laws of the country where the AVT entity that accepted Customer's Order ("Governing Country") is located. The courts of the Governing Country shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. If the Governing Country is the United States of America, the laws and courts of the State of Arizona will apply without reference to Arizona's conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply.
- B. The prevailing party in any legal proceedings brought by or against the other party to enforce any provision or term of this Agreement shall be entitled to recover against the non-prevailing party the reasonable

attorneys' fees, court costs and other expenses incurred by the prevailing party. No person who is not a party to this Agreement shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act of 1999 (UK) or under any other similar applicable law, statute or regulation.

- C. The Customer warrants that it has obtained all necessary approvals for AVT to process personal data. In addition, the Customer warrants that the content, use or processing of the data is not illegal and does not infringe any rights of third parties or any statutory or regulatory provisions. The Customer shall protect AVT and hold AVT harmless against any legal claim which may result from a breach of the above warranties.
- D. Customer may not assign this Agreement without the prior written consent of AVT, and AVT's affiliates may perform AVT's obligations under this Agreement. This Agreement is binding on successors and assigns.
- E. AVT reserves the right to subcontract provision of AVT Services or Third Party Services to a third party organization to provide AVT Services or Third Party Services to Customer. Any such subcontract shall not relieve AVT of any of its obligations under this Agreement.
- F. This Agreement can only be modified in writing signed by authorized representatives of both parties.
- G. AVT and Customer are independent contractors and agree that this Agreement does not establish a joint venture, agency relationship, or partnership.
- H. AVT's failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.
- I. The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.
- J. To the extent that electronic signatures are available, the parties agree to use electronic signatures and agree that any electronic signatures will be legally valid, effective, and enforceable.
- K. AVT and Customer will maintain in confidence and safeguard all Confidential Information. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure, or any information, by its nature, that should be deemed confidential and does not include information that is in the public domain. Each party agrees to use any Confidential Information only for the purpose of conducting business with each other under this Agreement. Customer or AVT may seek interim or temporary injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of each party's intellectual property or proprietary rights.
- L. Customer and AVT shall observe and comply with all applicable laws, rules and regulations applicable to the performance of their respective obligations under this Agreement including, but not limited to, anti-corruption laws (such as the U.S. Foreign Corrupt Practices Act and U.K. Bribery Act) and regulations in respect of import or export of Services.
- M. AVT may translate the Agreement into any language for ease of comprehension but, in the event of any conflict or inconsistency between the Agreement and the translated version, the English version shall prevail.