

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS COMPLETELY.

THE TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS AND SERVICES ARE LIMITED TO THOSE STATED BELOW. ANY ADDITIONAL TERMS AND CONDITIONS, SUCH AS THOSE ON A PURCHASE ORDER, SHALL NOT APPLY. BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING ELEV8 CLOUD TECHNOLOGIES, LLC ("Elev8" "we" "our" or "us") TO PERFORM OR PROCURE ANY SERVICES, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS UNLESS YOU AND ELEV8 HAVE SIGNED A MASTER SALES AGREEMENT, IN WHICH CASE THE TERMS AND CONDITIONS OF THE MASTER SALES AGREEMENT WILL CONTROL.

Important Information About These Terms and Conditions. These Terms and Conditions constitute a binding contract between you and Elev8 and are referred to herein as either the "Terms and Conditions" or the "Agreement." You accept these Terms and Conditions by making a purchase from, placing an order with, or otherwise requesting products from Elev8, or engaging Elev8 to perform or procure any services. These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on the Elev8 website at the time you place an order or sign a Solution Summary or Statement of Work will govern the order in question. These Terms and Conditions and any terms and conditions in a Solution Summary or Statement of Work (as those terms are defined below) are the entire understanding between you and Elev8, and they supersede and replace any and all prior communications, agreements and understandings, whether oral, written, electronic or implied, if any, between you and Elev8 with respect to the order(s) you are placing with Elev8.

1. **ORDERS.** These Terms and Conditions shall apply to (i) all hardware, third party software, and/or Elev8 software (collectively, "Products"); (ii) all installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to you by Elev8 ("Professional Services"); (iii) all Elev8-provided vendor management services, software release management services, remote monitoring services, troubleshooting services, and/or Elev8-provided support services (collectively, "Managed Services"); and/or (iv) all Elev8-provided maintenance services ordered by you to maintain and service supported products or supported systems at supported sites to ensure that they operate in conformance with their respective documentation and specifications ("Maintenance Services"). For purposes of these Terms and Conditions, Professional Services, Managed Services and Maintenance Services shall be referred to collectively as "Services." We will provide you with the Products and Services summarized in the sales order documentation (collectively, a "Solution Summary") which incorporates the following supporting documents, as applicable, (i) a "Statement of Work" ("SOW") which describes the Services to be performed; (ii) a "Master Agreement Rider" which provides the line item cost detail associated with the sale of Products and the provision of Professional Services and Managed Services; (iii) a "Maintenance Service Order Form" which provides the line item cost detail of the supported products, supported systems and supported sites in the provision of Maintenance Services; and/or (iv) any other formal quote to which you and Elev8 mutually agree. The Solution Summary and all applicable supporting documents will be governed by the terms of this Agreement even in the absence of a reference to this Agreement (each, an "Order"). In lieu of signing a Solution Summary, you may issue us a purchase order to order the Products, Professional Services, Managed Services, and/or Maintenance Services. The purchase order shall be deemed your agreement to the terms and conditions of the corresponding Solution Summary, which incorporates this Agreement by reference. Pre-printed or added terms or provisions on your purchase order will not apply to the Order.

2. **TERM.** This Agreement shall be effective on the date we accept your Order and shall remain in effect for the duration of our performance under that Order, unless you inform us of your intent to cancel this Agreement prior to the expiration of any Service provided for a specific term. Cancellation charges for an Order may apply as detailed in this Agreement, a Solution Summary or a SOW.

3. **PRICE AND PAYMENT.** Products and Professional Services: Orders in the amount of \$2,500 or less, One Hundred Percent (100%) of the cost of Products and Services will be invoiced and such invoices are due upon receipt. Orders above \$2,500, Fifty percent (50%) of the total cost is due upon execution of the Order. The remaining balance is due as follows: For Products: One Hundred percent (100%) of the remaining balance of the cost of Products is due thirty (30) days from the date of the invoice. Professional Services: Professional Services provided on a time and materials basis will be invoiced monthly as they are performed and are due thirty (30) days from the date of the invoice. Professional Services provided on a fixed price basis are due monthly as they are performed within thirty (30) days from the date of the invoice; or otherwise as set forth in the Solution Summary or SOW. Third Party Support Services: One Hundred percent (100%) of the cost of third party support services as specified in the Solution Summary will be invoiced and due prior to commencement of the third party support services. Managed Services: Customer will be invoiced for Managed Services annually in advance and such invoices are due prior to the commencement of the initial or any renewal twelve (12)-month period. Maintenance Services: Customer will be invoiced for Maintenance Services on a quarterly basis in advance and such invoices are due prior to the commencement of the then current quarterly period.

4. **ORDER CANCELLATION.** Products: All configured orders, including hardware and software, are non-returnable. All software, regardless of whether such software is part of a configured order, is non-returnable. All authorized returns may be assessed a twenty percent (20%) restocking charge; provided, however, that Product returns based on warranty claims will not be assessed such restocking charge. Services: For Services provided on a time and material basis, you agree to pay for time and material Services rendered up to and through the effective date of cancellation. For Services provided on a fixed price basis, unless otherwise set forth in a Solution Summary or SOW, fixed price Services may not be cancelled. Subscription Services: Cancellation charges for Subscription Services or Software as a Service are applicable when you acquire the Services for a term as indicated on the Order. If you cancel the Subscription Services prior to the end of the term, you will be obligated to pay the product of the remaining number of months in the term, or any renewal term, multiplied by the monthly fee in effect at the time of cancellation, plus any past due amounts. You acknowledge that the Services are non-cancelable upon execution of the Order and that you have an unconditional obligation to pay each monthly fee for the term. Maintenance Services: If you signed an Order for Maintenance Services, the termination charge to cancel the Order before the term is over is an amount equal to one (1) year's fee or payment for the remaining term, whichever is less.

5. **WARRANTIES.** We are an authorized reseller of certain manufacturers' Products and Services and warrant that we are authorized to sell the Products and Services provided to you in an Order. You will receive the manufacturer's original warranty on the Products you purchase from us and we provide no other actual or implied Product warranty of any kind. Subject to the manufacturer's warranty and the applicable Services warranty provided by us below, the Product is provided as is. Direct OEM Warranty: You will receive the OEM's warranty in effect at the time of delivery with respect to hardware purchased and/or software licensed. Except for the warranties of title and rightful transfer, the OEM warranty is your sole warranty with respect to such items. Indirect OEM Warranty:

If you do not receive the Product warranty directly from the OEM, then we warrant the Products to the same extent and term as the OEM warrants the Products. Professional Services Warranty: Professional Services are warranted for thirty (30) days from the date on which such Professional Services are completed. Professional Services will be performed in a good and workmanlike manner by qualified personnel. Warranty Procedures and Disclaimers: The terms and provisions of this section apply to all Products and Replacement Products provided hereunder. If a Product or a Replacement Product does not conform to the Product warranty during the warranty period, Customer shall promptly notify us in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. We or the OEM (as the case may be), at its option, will either (i) repair the Product so that the Product conforms to the Product warranty; or (ii) replace the Product with a Product that conforms to the Product warranty ("Replacement Product"). Replacement Products are warranted as outlined above for the remainder of the original applicable Product warranty period. Replaced Products become the property of Elev8. We will not charge you for the Replacement Product. We may charge for the time that is incurred to diagnose the problem and to repair or replace the Product, if the problem is not covered by the Product warranty. THESE WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WE DISCLAIM AND ARE EXCLUDED. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. WE WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS (TOLL FRAUD).

6. OUR RESPONSIBILITY. We are responsible for providing the Products and Services in a manner using the reasonable care and skill of a competent systems integration services provider.

7. YOUR RESPONSIBILITY. You are responsible for the manner in which you use the Products and Services, including the maintenance and security of your facilities; your choice of equipment; software; related services; and all other matters related to how you use the Products and Services. In the event that the Products contain manufacturer's software, you shall not resell the software or provide access to the software either directly or indirectly to third parties unless authorized to do so in an Order. You will provide us with all necessary access to the equipment and facilities subject to your normal security policies. You will allow our technicians to conduct a comprehensive operation and performance evaluation of any equipment provided, installed, serviced, or maintained by a vendor other than us. During evaluation, you will make all equipment and services intended for use with the Products and Services available to our technicians, including computers, auxiliary audio and video sources, and all network and telecommunications services (ex: LAN, IP and ISDN).

8. INTELLECTUAL PROPERTY RIGHTS. We are a reseller of certain manufacturers' products. The ownership of software associated with the Products shall remain with the manufacturer of such software, and you agree to fully comply with the manufacturer's end user license for such software at all times. Each party reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any intellectual property that it makes available to the other party as is necessary for the other party's performance under this Agreement. In addition, we will own any intellectual property that we develop, create, or otherwise acquire, excluding your intellectual property, while performing the Services, unless otherwise mutually agreed to and expressly set forth in a SOW. For Services that are purchased, developed, or created under this Agreement, upon receipt of your payment for such Services we hereby grant you a perpetual, non-exclusive, non-transferable, fully-paid license to use and reproduce the Services as originally configured and deployed for the limited purpose of conducting your internal business. We reserve all other intellectual property rights not expressly granted herein. Software Licenses: You agree that you have read, understood, and will abide by the terms and provisions of the software license(s) for the Products provided hereunder. The software licenses may be found on the Internet at <https://www.elev8cloutech.com/terms-of-use>.

9. CONFIDENTIAL INFORMATION. All proprietary data, confidential information and trade secrets of either party ("Confidential Information") obtained by the other party in connection with this Agreement are and shall remain the property of the disclosing party. This Agreement is deemed to be Confidential Information. The parties agree not to disclose such Confidential Information to any third party without the prior written approval of the other party, except we may disclose your Confidential Information to our subcontractors under this Agreement but will ensure that they are subject to the same obligations of keeping your information confidential. However, neither party shall have any obligation to preserve the confidentiality of any Confidential Information which (i) was known to the receiving party free of any obligation to keep it confidential; (ii) is or becomes publicly available by other than the authorized disclosure by the receiving party; (iii) is independently developed by or on behalf of the receiving party independent of any Confidential Information received from the other party; (iv) is received by the receiving party from a third party whose disclosure does not violate any confidentiality obligation; or (v) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order, if necessary, protecting the information from public disclosure. The parties further acknowledge that the unauthorized use or disclosure of such information will create a risk of irreparable harm to the disclosing party, entitling the disclosing party to seek injunctive relief against the receiving party to prevent such harm in addition to all other remedies at law, including monetary damages.

10. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER AND SUBSTITUTE PERFORMANCE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID UNDER THE ORDER. THE LIMITATION OF LIABILITY IN THIS SECTION WILL NOT APPLY IN CASES OF WILLFUL MISCONDUCT, OR PERSONAL INJURY OR DEATH.

11. SUBCONTRACTING. We may, from time to time, engage third parties as independent contractors to perform all or portions of the Services.

12. FORCE MAJEURE. Neither party shall have any liability for delays, failure in performance, or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, strikes, or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, manufacturer caused equipment or part shortages, transportation facilities, fuel or energy shortages, unavailability of communications services or network facilities, or other causes beyond either party's control whether or not similar to the foregoing.

13. SEVERABILITY AND HIERARCHY OF TERMS. If any portion of this Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. This Agreement shall be interpreted so that all of the provisions are given as full effect as possible. However, in the event of a conflict between this Agreement and any SOW, the order of precedence shall be first the SOW, then this Agreement.