

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.**

THESE TERMS AND CONDITIONS GOVERN THE PROCUREMENT OF PRODUCTS AND SERVICES BY ELEV8 CLOUD TECHNOLOGIES, LLC ("Elev8," "we," "our," or "us") AND ARE LIMITED TO THOSE STATED HEREIN. ANY ADDITIONAL OR CONFLICTING TERMS, INCLUDING BUT NOT LIMITED TO THOSE PROVIDED ON AN INVOICE, PURCHASE ORDER, OR OTHER DOCUMENT PROVIDED BY THE VENDOR, ARE EXPRESSLY REJECTED AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY ELEV8. BY ACCEPTING A PURCHASE ORDER OR DELIVERING PRODUCTS OR SERVICES TO ELEV8, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU AND ELEV8 HAVE EXECUTED A MASTER SUPPLY AGREEMENT, THE TERMS AND CONDITIONS OF THAT AGREEMENT SHALL TAKE PRECEDENCE OVER THESE TERMS.

**IMPORTANT INFORMATION ABOUT THESE TERMS AND CONDITIONS.** THESE TERMS AND CONDITIONS FORM A BINDING CONTRACT BETWEEN ELEV8 CLOUD TECHNOLOGIES, LLC ("ELEV8," "WE," "OUR," OR "US") AND YOU, THE VENDOR. THESE TERMS AND CONDITIONS (REFERRED TO AS THE "TERMS AND CONDITIONS" OR THE "AGREEMENT") GOVERN ALL PURCHASES MADE BY ELEV8 FROM YOU, THE VENDOR. BY ACCEPTING A PURCHASE ORDER, FULFILLING AN ORDER, OR OTHERWISE SUPPLYING PRODUCTS OR SERVICES TO ELEV8, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE, EXCEPT THAT THE TERMS AND CONDITIONS PROVIDED AT THE TIME OF ORDER PLACEMENT WILL GOVERN THE SPECIFIC ORDER IN QUESTION. IF A SEPARATE WRITTEN AGREEMENT, SUCH AS A MASTER VENDOR AGREEMENT, EXISTS BETWEEN YOU AND ELEV8, THE TERMS OF THAT AGREEMENT WILL TAKE PRECEDENCE OVER THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS, ALONG WITH ANY APPLICABLE PURCHASE ORDER OR SEPARATE AGREEMENT, REPRESENT THE ENTIRE UNDERSTANDING BETWEEN ELEV8 AND THE VENDOR AND SUPERSEDE ANY PRIOR AGREEMENTS, COMMUNICATIONS, OR REPRESENTATIONS, WHETHER ORAL, WRITTEN, ELECTRONIC, OR IMPLIED, WITH RESPECT TO THE SPECIFIC ORDER BEING FULFILLED BY THE VENDOR.

1. **SCOPE OF WORK.** Vendor agrees to provide the goods and/or services specified in the attached Purchase Order ("PO") in accordance with the terms outlined in this Agreement and any accompanying documentation.
2. **PAYMENT TERMS.** Payment to the Vendor will be made within **30 days** of the Purchaser receiving payment from the end client for the delivered goods and/or services associated with this PO. If the end client disputes payment or delays payment, Vendor payment may be delayed until the issue is resolved. Vendor must submit an accurate invoice upon completion of the deliverables, referencing the PO number provided.
3. **DELIVERY OF SERVICES.** Vendor must perform all services or deliver all goods on or before the specified deadlines in the PO. Any delay or failure to perform must be communicated to the Purchaser immediately, and reasonable efforts should be made to mitigate the delay.
4. **CONFIDENTIALITY.** Vendor agrees to maintain the confidentiality of all Purchaser or end-client information disclosed during the performance of this Agreement. This obligation shall survive the termination of this Agreement.
5. **OWNERSHIP OF WORK PRODUCT.** All deliverables, intellectual property, and work products created by the Vendor for the Purchaser as part of this Agreement will become the sole property of the Purchaser upon receipt of full payment.
6. **COMPLIANCE WITH LAWS.** Vendor warrants that all goods and services provided comply with applicable federal, state, and local laws and regulations.
7. **LIABILITY AND INDEMNITY.** Vendor shall indemnify and hold the Purchaser harmless from any claims, damages, or liabilities arising out of Vendor's performance under this Agreement, including but not limited to intellectual property infringement and injury caused by Vendor's actions.
8. **TERMINATION.** Purchaser reserves the right to terminate this Agreement or PO, in whole or in part, at any time for convenience, with written notice to the Vendor. In such cases, the Vendor will be paid for any completed deliverables accepted by the Purchaser.
9. **PAYMENT CONTINGENCY.** Vendor acknowledges and agrees that the Purchaser's obligation to pay Vendor is contingent upon the Purchaser receiving payment from the end client. Vendor assumes the risk of delayed or disputed payments from the end client.
10. **INDEPENDENT CONTRACTOR.** Vendor acknowledges that it is operating as an independent contractor and not an employee, agent, or representative of the Purchaser.
11. **DISPUTE RESOLUTION.** Any disputes arising out of this Agreement will be resolved through arbitration in Gaithersburg, Maryland, according to the rules of the American Arbitration Association.
12. **ENTIRE AGREEMENT.** This Agreement and any accompanying documents constitute the entire agreement between the parties and supersede all prior agreements or understandings, written or oral.
13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.
14. **AMENDMENTS.** Any amendments to this Agreement must be made in writing and signed by both parties.
15. **ACCEPTANCE OF TERMS.** By fulfilling this PO, Vendor acknowledges acceptance of the terms and conditions outlined in this Agreement.