

Amplifire, Inc. Standard Terms and Conditions

This Agreement governs all purchases of products and services from Amplifire, Inc. ("**Amplifire**") by the customer ("**Customer**"). The Agreement is formed by these terms, along with any final price quotation ("**Quote**"), any applicable Statement of Work ("**SOW**"), and a corresponding, non-cancellable Customer purchase order ("**Order**") accepted by Amplifire.

This Agreement applies to:

- **Amplifire Products:** Software, services, and other products developed and owned by Amplifire.
- **Third-Party Products:** Hardware, software, and other products from other manufacturers ("OEMs") that Amplifire resells.

1. Delivery and Shipping

We will arrange for the shipment of products to the location specified in your Order. For any physical goods, your ownership and responsibility for the items begin as soon as the shipment leaves its point of origin. This may be our facility, or a distributor or manufacturer's warehouse.

You are responsible for all shipping costs and the risk of any loss or damage during transit.

Upon receipt, you must inspect the delivery and refuse any shipment that shows visible damage.

Software is delivered electronically.

2. Billing and Payment

Invoices are issued according to the following schedule:

- **Hardware:** Fifty percent (50%) upon receipt of your Order and fifty percent (50%) upon delivery.
- **Software & SAAS Subscriptions:** When the product is made available to you.
- **Packaged & Standardized Services:** Upon receipt of your Order.
- **Consulting, Training, & Other Professional Services:** Upon completion, unless specified otherwise in a Statement of Work (SOW).

All fees are due within thirty (30) days of the invoice date.

You are responsible for paying all applicable sales taxes, unless you provide a valid tax-exemption certificate.

2. Licenses and Use Restrictions

For Amplifire Products, Amplifire grants Customer a non-exclusive, non-transferable license to use the products for the term specified in the Order. Customer may not modify, reverse engineer, decompile, or create derivative works from Amplifire Products.

For Third-Party Products, Customer's use is governed exclusively by the terms, conditions, and End-User License Agreement (EULA) provided by the OEM, which Customer agrees to be bound by. Software bundled with hardware may only be used with that specific hardware.

Amplifire and its licensors may audit Customer's use of Amplifire Products to ensure compliance. Any audit rights for Third-Party Products are passed through from the OEM.

3. Warranties and Disclaimers

For Amplifire Products and Services, Amplifire warrants that for ninety (90) days, its software will perform in all material respects in accordance with its documentation, and its services will be performed in a professional manner. Customer's **exclusive remedy** for a breach of this warranty is that Amplifire will use reasonable efforts to correct the non-conformity. If Amplifire is unable to correct it, Amplifire will refund the prorated, unused portion of the subscription fees paid for the specific non-conforming product.

For Third-Party Products, Amplifire provides **no warranty**. All Third-Party Products are provided "**AS-IS**." Amplifire will pass through any warranty provided by the OEM, and Customer's sole remedy lies exclusively with the OEM.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AMPLIFIRE MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

4. Intellectual Property

Ownership: Amplifire and its licensors retain all right, title, and interest in and to all Amplifire Products and any service deliverables. OEMs retain all rights to Third-Party Products.

Infringement Indemnity (Amplifire Products): Amplifire will defend Customer against any third-party claim that an Amplifire Product infringes a patent or copyright. If such a claim arises, Amplifire will, at its expense and discretion: (a) procure the right for Customer to continue using the product; (b) replace it with a non-infringing equivalent; (c) modify it to become non-infringing; or (d) if none of the foregoing are commercially feasible, refund the prorated, unused subscription fees and terminate the license. This obligation does not apply if the claim results from:

- Use of an outdated version of the product when a current, non-infringing version was made available.
- Combination of the product with non-Amplifire hardware or software.
- Use of the product in a manner not specified by the documentation.

This section states Amplifire's entire liability and Customer's exclusive remedy for infringement claims.

Infringement Indemnity (Third-Party Products): Amplifire provides **no indemnity** for Third-Party Products. Any indemnity is passed through from the OEM according to its terms.

5. Limitation of Liability

EXCEPT FOR LIABILITY ARISING FROM A BREACH OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, HOWEVER CAUSED.

THE MAXIMUM LIABILITY OF EITHER PARTY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL BE THE FEES PAID TO AMPLIFIRE FOR THE SOFTWARE, HARDWARE, OR SERVICES GIVING RISE TO THE CLAIM.

6. Confidentiality

Each party agrees to protect the other's Confidential Information and not disclose it to third parties for a period of three (3) years after the termination of this Agreement. Confidential

Information includes all non-public technical and business information, including the terms and pricing of this Agreement. Customer grants Amplifire permission to use its name and logo in marketing materials.

7. Term and Termination

This Agreement begins on the date of the first Order and continues until terminated. Either party may terminate this Agreement for a material breach if the breaching party fails to cure such breach within thirty (30) days of written notice. Upon termination, Customer must cease all use of products and return or certify the destruction of all Amplifire materials. Sections concerning liability, payment, confidentiality, IP ownership, and other provisions that by their nature should survive, will survive termination.

8. General Provisions

This Agreement is governed by the laws of the **State of Georgia**, and the parties consent to the exclusive jurisdiction of the state and federal courts located in **Cumming, Forsyth County, Georgia**. This is the entire agreement between the parties and supersedes all prior communications. All notices must be in writing. Customer agrees to comply with all U.S. export control laws. Neither party shall be liable for delays caused by events beyond its reasonable control (force majeure). This Agreement may not be assigned without the other party's written consent, though Amplifire may assign it to a successor in a merger or acquisition.