

**INTREPID TEQ**  
**SALES QUOTE TERMS & CONDITIONS**

By receiving an INTREPID TEQ Sales Quote and/or purchasing any third-party software product or service from INTREPID TEQ, you (“Client”) acknowledge and agree to the following terms and conditions:

For these Terms & Conditions, the term “party” or “parties” (whether capitalized, in whole or in part, or not) refers to Client and INTREPID TEQ (individually or collectively).

- 1. INTREPID TEQ Is A Reseller.** Client understands and agrees that INTREPID TEQ is a reseller of third-party software products and services and does not own, create, develop, implement, maintain, repair, support, guaranty, warranty, or service the applicable third-party software products or services (collectively “Products”) it sells or sold to clients, including Client and the applicable Sales Quote.
- 2. Payment Terms.** The INTREPID TEQ Invoice must be paid (“paid” being defined as payment issued by Client (including as applicable through Client’s accounts payable department)) net thirty days after Client’s receipt of the Invoice. Client must make payment to the address listed on the Invoice and per the Invoice’s payment instructions. The Invoice must be paid in full. If Client has a good faith dispute about the Invoiced amount (or portion of it), Client must notify INTREPID TEQ immediately in writing (explaining in detail why it is disputing the amount (or portion of it) and providing/attaching all applicable supporting documentation and communications that supports Client’s alleged good faith dispute) and at least ten (10) business days before the full Invoiced amount is due. Client must pay any Invoiced amount portion, that is not being disputed, in accordance with the Invoice requirements and these terms. The disputed amount(s), including, if applicable, adjusted to the extent as mutually agreed to, must be paid within ten (10) days after the resolution of the disputed amount(s) issue.

Client will pay and be solely responsible for any federal, state, and local sales, use, withholding tax, duties, or similar taxes imposed or based on the sale of Product(s) to Client from INTREPID TEQ under the applicable Invoice. If or when INTREPID TEQ is authorized to collect such taxes, they will be separately stated on the Invoice(s) and reported and paid to appropriate governmental authorities by INTREPID TEQ. INTREPID TEQ will charge interest at the rate of 1.5% per month (or the maximum rate that as is permitted by applicable laws, if less) from the applicable due date, as the case may be, to the date payment is received by INTREPID TEQ.
- 3. Shipping.** If applicable, Products shipped to Client will be packaged in such a manner as to attempt to preclude all reasonably anticipated in-transit damage and in accordance with applicable commercial standards. All shipments of Products will be clearly labeled with the shipping address stated on the Sales Quote, with the applicable Sales Quote number, the recipient’s name, and if applicable, the building and room number. Shipment terms are Freight on Board Destination, freight pre-paid, and added. Client is solely responsible for all shipping-related costs/fees.

4. **No Returns and No Refunds.** There will be no returns and no refunds for any Products purchased by Client from INTREPID TEQ, unless required by applicable law.

5. **Warranties.** INTREPID TEQ warrants that INTREPID TEQ will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally deliver the Product described in the Sales Quote to Client and has all rights, approvals, and/or authorizations necessary to sell the Products. INTREPID TEQ is a value-added reseller (“VAR”) of the Product, not the original equipment manufacturer or licensor (“OEM”), and therefore disclaims any warranty responsibility regarding the Product provided under the applicable Sales Quote. INTREPID TEQ will forward the end user warranties to Client which are provided to INTREPID TEQ from the OEM of the Product, and to the extent granted by the OEM, Client will be the beneficiary of the OEM’s-warranties. INTREPID TEQ is not a party to any warranty terms between Client and OEM and the Client agrees to look solely to the OEM for the satisfaction of any and all warranty claims related to that OEM's Product. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS & CONDITIONS OR THE APPLICABLE SALES QUOTE, INTREPID TEQ DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

6. **Product End User Agreements.** Client acknowledges and understands that any and all usage of the purchased Product(s) will be subject to the applicable terms and conditions of the End User Agreement or End User License Agreement (“EUA”) for the applicable Product OEM, which will be provided by INTREPID TEQ to Client in or with the Sales Quote, if and when provided to INTREPID TEQ by the OEM. INTREPID TEQ is not a party to, and not responsible for (in whole or in part), the applicable EUA and its obligations, terms, and conditions provided by the OEM for the applicable Product.

7. **Software Licenses.** Products resold under the applicable Sales Quote, as well as related maintenance or support services, will be governed by either the license agreement or the EUA between Client and the OEM, or, if no such agreement exists, the OEM's standard license and support agreements, which INTREPID TEQ will forward to Client at the time of delivery of the Product(s), when provided to INTREPID TEQ by the OEM. INTREPID TEQ is not a party to, and is not responsible for, any such terms between Client and OEM and Client agrees to look solely to the OEM for satisfaction of any and all license, support, maintenance, repair, warranty, and/or functionality claims or obligations related to that OEM’s Product.

8. **Product Indemnification.** As a Value-Added Reseller of Products, INTREPID TEQ disclaims any indemnification responsibility regarding Products provided under the Sales Quote. Client agrees to look solely to the OEM for the satisfaction of any and all indemnification claims arising from or related to the applicable OEM’s Product.

9. **Limitation of Liability.** NEITHER CLIENT OR INTREPID TEQ WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL

DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORKSTOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THESE TERMS & CONDITIONS OR AN SALES QUOTE, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE CLIENT TO INTREPID TEQ UNDER THE SALES QUOTES RECEIVED FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CLIENT ACKNOWLEDGES THAT SUCH AN AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS THAT INTREPIDTEQ WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

**10. Non-Assignment.** Neither party may assign, subcontract, or transfer the Sales Quote, or any part of it, without the other party's prior written consent, and any such assignment or transfer without such consent will be null and void.

**11. Force Majeure.** Neither party will be liable to the other for any failure or delay in performing its obligations under the Sales Quote and/or these terms & conditions, or for any loss or damage resulting therefrom, due to: (1) an act of God, such as earthquake, hurricane, tornado, severe weather storms, epidemic, pandemic, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, prolonged failure of electrical service, or government action, order, law, restriction or prohibition, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). The non-performing party must make every reasonable attempt to minimize delay or lack of performance. In the event of any such Force Majeure Event, the date of delivery or performance will be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay will be reasonably prompt in restoring normal conditions, establishing new schedules, and resuming operations as soon as the event causing the failure or delay has ceased. The parties will promptly communicate with one another regarding any such delays and will provide regular updates as to the delays and any related changes to the delays and business operations.

**12. Exportation.** Export of Products by Client is subject to applicable state and federal export regulations and Client will be solely responsible for compliance with any such regulations.

**13. Waiver, Amendment and Modification.** No waiver, amendment or modification of these terms & conditions is effective unless it is in writing and signed by all parties affected by the waiver, amendment or modification. The parties' waiver of any term, provision, or condition will not be construed as a waiver of any other term, provision, or condition.

**14. Severability of Terms.** Should any or part of these terms & conditions be declared unenforceable in law for whatever reason, all other terms and conditions will survive, and the unenforceable provision(s) will be severed from these terms & conditions and the balance of the

terms & conditions will be binding on both parties as if the severed provision(s) had never existed, unless performance thereof is rendered legally impractical and no longer fulfills the intentions of the Sales Quote(s) .

**15. Governing Law/Jurisdiction.** The validity, interpretation, enforceability, and performance of the terms & conditions must be governed by and construed in accordance with the laws of the State of California, exclusive of its choice-of-law rules. Any action arising under or relating to these terms & conditions and/or the Sales Quote(s) must be commenced and maintained in the federal or state courts, or arbitration agencies/panels, as applicable, in San Diego County, California. The parties consent to the jurisdiction of the state and federal courts and arbitration agencies/panels, as applicable, in San Diego County, California.

**16. Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret these terms & conditions, the prevailing party will be entitled to reasonable attorneys' fees, and in addition to any other relief to which such party may be entitled.

**17. Entire Agreement.** These terms & conditions constitute the entire agreement between the parties regarding the subject matter of the Sales Quotes and Client's purchase of Product(s) from, and business dealings with, INTREPID TEQ. These terms & conditions supersede all contemporaneous and prior oral and written communications, understandings, and agreements of the parties regarding the subject matter of these terms & conditions and the Sales Quote(s). The parties did not make any promises or representations to each other regarding the subject matter of the terms & conditions, Sales Quote(s), and related business dealings that do not appear in these terms & conditions and Sales Quote(s).

Client, has read and understands the terms & conditions as set forth above and/or in the Sales Quote. Client has had the opportunity to review the terms & conditions with their own legal counsel. Client knowingly and voluntarily signs these terms & conditions.