

ACCUTIVE GENERAL TERMS AND CONDITIONS

UNLESS A SEPARATE WRITTEN AGREEMENT IS EXECUTED BY YOU AND ACCUTIVE WITH RESPECT TO THE SUBJECT MATTER SET FORTH HEREIN, THESE TERMS AND CONDITIONS APPLY TO ALL ACCUTIVE QUOTES AND ORDERS COVERING THE ACCUTIVE OFFER FOR SALE OR LICENSE OF HARDWARE, SOFTWARE, AND/OR SERVICES.

BY SUBMITTING AN ORDER, ACCEPTING A QUOTE, OR ACCESSING OR USING ANY PRODUCTS OR SERVICES PROVIDED BY ACCUTIVE, PURCHASER AGREES TO BE LEGALLY BOUND BY THESE TERMS. THESE TERMS PREVAIL OVER ANY CONFLICTING OR ADDITIONAL TERMS IN ANY PURCHASE ORDER OR OTHER DOCUMENTATION SUBMITTED BY PURCHASER, WHICH ARE HEREBY REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY ACCUTIVE.

1) DEFINITIONS

“**Accutive**” means Accutive Security LLC, a California limited liability company

“**Agreement**” means these General Terms and Conditions.

“**Affiliate**” means, with respect to any company, any other company directly or indirectly through one or more intermediaries controlling, controlled by or under common control with such other company. For purposes of the immediately preceding sentence, the term “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any company, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such company, whether through ownership of voting securities or membership units, by contract or otherwise. Without limiting the foregoing, Accutive Technologies LLC and Alvand Solutions LLC are deemed Affiliates of Accutive.

“**Authorized Partner**” means any of Accutive’s authorized distributors, resellers or other business partners.

“**Purchaser**” means the entity which has issued an Order in response to a Quote for the Products and/or Services.

“**Documentation**” means the applicable user manuals, operating manuals, technical manuals, handbooks, installation guides, runbooks, design documents and any other instructions, specifications, documents, or materials, in any form or media, that describe the functionality, structure, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Products and/or Services.

“**End-User**” means Purchaser or, if Purchaser is an Authorized Partner, the end customer to which the Authorized Partner sells the Product and/or Services, as applicable, for internal use by such party, and not for further resale.

“Hardware” means, individually or collectively, hardware equipment products that may operate in conjunction with the Software, but excludes any Software sold separately or other intangible Products. Hardware may include Software or firmware pre-installed in the Hardware in executable code.

“Intellectual Property Rights” means any and all intellectual property rights in any part of the world, arising under statutory or common law or by agreement and whether or not perfected, registered or unregistered, now existing or hereafter filed, issued, or acquired, and any renewals, extensions and other government issued indicia of ownership thereof, including, but not limited to, rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) rights associated with works of authorship including copyrights and copyrightable works (including, but not limited to, computer programs), copyright registrations and applications for copyright registration, “moral” rights and mask work rights (all **“copyrights”**); (c) rights relating to the protection of trade secrets, know-how and other Confidential Information; (d) trademarks, trade dress, trade names, logos and service marks, together with the goodwill or business symbolized by or associated therewith (**“Trademarks”**); (e) domain names, web addresses and social media identifiers; (f) any registrations or applications for registration for any of the foregoing, including any provisionals, divisions, continuations, continuations-in-part, renewals, reissuances, re-examinations and extensions (as applicable); and (g) analogous rights to those set forth above.

“Order” means the applicable ordering document or process accepted by Accutive, or Purchaser’s purchase order, or other ordering document submitted to Accutive to order Products and/or Services.

“Order Acknowledgement” means a written confirmation notice or invoice, electronic or otherwise, that Accutive issues to Purchaser confirming the purchase and/or license of the Products and/or Services by Purchaser.

“Products” means any of the Software or Hardware sold or resold by Accutive.

“Quote” means the Accutive-issued written quotation for the Products and/or Services.

“Software” means the software ordered by Purchaser and set forth in an Order Acknowledgment and/or, if applicable, the software or firmware pre-installed in the Hardware in executable code. Software also includes all new versions, new releases and any updates, upgrades or new features, functionality or enhancements, or error correction to the Software provided by Accutive as part of any Services purchased by Purchaser.

“Services” means any and all professional services performed by Accutive or its Affiliates, including but not limited to Support Services.

“Support Services” means the provision of technical maintenance and support for the Products purchased by the Purchaser.

2) PURCHASE ORDERS

The following terms govern the procedure, acceptance, and modification of Orders for Products and Services from Accutive:

a. Ordering Procedure.

Orders shall be submitted to Accutive via email to Sales@Accutive.com or the applicable sales team at Accutive and shall include: (a) a list of Products and Services to be purchased or licensed; (b) the quantity of each of the Products and/or Services ordered; (c) the price for each of the Products and Services to be purchased; and (d) Purchaser's name, mailing address, email address, phone number, and contact person. Orders may not be accepted by Accutive if Purchaser does not comply with the Order requirements set forth herein.

b. Order Placement.

Orders placed by Purchaser are firm and binding on Purchaser once accepted by Accutive. Orders may not be cancelled, suspended, or changed by Purchaser without the prior written consent of Accutive. After an Order has been accepted by Accutive, Purchaser may request changes in writing to Accutive, however such changes shall not be binding on Accutive unless such changes are accepted by Accutive in the Order Acknowledgment or through other written confirmation from Accutive. In the event Accutive agrees to cancel an Order, cancellation fees may apply.

c. Order Acknowledgment.

No Order shall be deemed to be accepted by Accutive until an Order Acknowledgement or written confirmation is provided by Accutive. Accutive reserves the right to accept or reject an Order at any time, without liability of any kind.

d. Order Cancellation / Repossession.

Accutive may cancel any accepted Order and may delay or decline to make any further shipments, or may recover or take possession of any Hardware or Software in the event of: (i) non-payment or other default by Purchaser; or (ii) bankruptcy or insolvency of Purchaser.

3) PRICES

- a. Prices (including licensing fees) will be as set forth in the applicable Order Acknowledgment.
- b. Prices do not include freight, insurance costs, shipping handling fees, tariffs, or taxes (including but not limited to import or export duties, sales, use, value-add, and excise taxes).
- c. Purchaser may not resell any Products and/or Services unless Accutive has signed a written agreement authorizing Purchaser to do so. The term "resell" or "resale" shall include any resale, license, sublicense or other transfer or delivery of the Products and/or Services.

4) INVOICE AND PAYMENT

- a. All invoices from Accutive must be paid within thirty (30) days from the date of Accutive's invoice to Purchaser. No discount for early payment is authorized. For third-party products resold

by Accutive, Purchaser's payment due date will match the payment deadline imposed on Accutive by the third-party supplier.

b. Invoices shall be deemed accepted by Purchaser upon receipt unless Purchaser advises Accutive in writing of a material error within ten (10) days after receipt. Purchaser may not offset, defer or deduct any invoiced amounts that Accutive, in its sole and absolute discretion, determines are not erroneous.

c. Any late payment will bear interest at a rate of one percent (1%) per month, or such other lesser rate as may be required by applicable law. Accutive, without waiving other rights or remedies and without liability to Purchaser, may suspend or terminate use of the Products and Services set forth in any Order and refuse additional Orders for Products and Services until overdue amounts are fully paid by Purchaser.

d. except as otherwise agreed to in writing by Accutive and Purchaser, all sales are final and no refunds will be issued.

5) TAXES

a. Purchaser shall be responsible for, and shall pay or reimburse Accutive for, all Taxes. "Taxes" means all present and future taxes, federal goods and services tax, sales and use or excise taxes, value added taxes, duties, import deposits, assessments, and other governmental charges (including any related penalties and interest), however designated that are now or hereafter imposed by or under any governmental authority or agency.

b. All prices mentioned in connection with the Agreement are exclusive of taxes. For tax purposes, all taxes applied on an invoice are based on the ship-to location regardless if anything was shipped. Purchaser shall be responsible for informing Accutive of any changes in the primary location of their use of any Product(s) and/or Services.

c. Accutive and Purchaser agree to cooperate to minimize, wherever possible and appropriate, any applicable Taxes, and provide reasonable notice and cooperation in connection with any audit. Each party shall bear its own expenses with respect to any such audit. Purchaser will reimburse Accutive for any additional Taxes determined to be due by the taxing authority.

6) DELIVERY AND ACCEPTANCE

a. Products.

Unless otherwise mutually agreed, Accutive shall make available the Software for electronic download by Purchaser. Availability for download of the Software shall constitute delivery. Accutive shall have no liability for delays in download access caused by third-party hosting services, internet disruptions, or Purchaser's failure to provide accurate contact or access information.

Delivery dates specified in any Quote or Order Acknowledgement are estimates only and shall not be binding on Accutive. Accutive shall not have any liability for damages or losses sustained by Purchaser as a result of: (i) delivery dates or times not being met; (ii) any delay in delivery of the

Products that is caused by a Force Majeure event (as defined herein); or (iii) Purchaser's failure to provide Accutive with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

b. **Services.** Unless otherwise expressly agreed to in writing by Accutive and Purchaser, Accutive shall deliver Services in a commercially reasonable manner consistent with industry standards. No resources shall be committed, scheduled, or reserved until a formal Order for Services is received and approved by Accutive. Resource allocation and scheduling decisions will be made solely by Accutive's Services delivery team following an alignment meeting with Purchaser. Services shall be deemed accepted upon performance by Accutive or its Affiliates. Delays or inability to perform Services caused by Purchaser's failure to provide timely access, resources, information, or cooperation shall not constitute a breach by Accutive.

7) LICENSE AND USE RESTRICTIONS

a. For purposes of the Agreement, the terms "sale", "sell", "buy" or "purchase" shall be deemed to apply to and include the terms "license" or "provision of a service" as the context so requires and nothing herein shall be deemed to establish or imply that a purchase or sale is a conveyance of the underlying Intellectual Property Rights of the Products or Services (or any component, copy, derivative work, upgrade, update, improvement or modification thereof).

b. For Accutive's proprietary products, including its ADM software, and for Accutive's Support Services, the applicable license terms are available at <https://accutivesecurity.com/wp-content/uploads/2025/05/EULA-Accutive-Final.pdf> and the service terms are available at [ACCUTIVE-SUPPORT-TERMS-AND-CONDITIONS-Basic-Support](#) and [ACCUTIVE SUPPORT TERMS AND CONDITIONS- Premium Support](#) and are incorporated herein by reference. For third-party Products and Services resold by Accutive, Purchaser's rights and obligations are governed exclusively by the applicable agreements provided by those third parties.

8) INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

a. The Agreement shall not be considered to be a sale of any Intellectual Property Rights or other proprietary interests embodied in the Products, the Documentation, the Services or any component thereof (or any copy, derivative work, upgrade, update, improvement or modification thereof), and nothing herein shall be deemed to establish or imply that the sale or license granted is a conveyance of any underlying Intellectual Property Rights. The foregoing shall remain the sole and exclusive property of Accutive, Accutive's Affiliates, and/or its licensors and suppliers, except as expressly granted to the Purchaser in writing. Accutive hereby reserves all rights not expressly granted to Purchaser.

b. Purchaser shall not copy, modify, translate, adapt, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from any Software or other proprietary materials provided by Accutive or its licensors, except as expressly permitted by applicable law or the applicable

license agreement. Purchaser shall not resell, sublicense, or otherwise transfer any Product or Service except as expressly authorized in a separate agreement with Accutive.

c. Accutive reserves the right to audit Purchaser's use of the Products and Services to ensure compliance with the terms of this Agreement and any applicable license terms. Any such audit shall be conducted during normal business hours with reasonable advance notice and subject to Purchaser's reasonable security procedures.

9) CONFIDENTIALITY

As used in this Agreement, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

a. Accutive's Confidential Information includes, without limitation, the Products and Services, their performance, the Documentation, any compliance certifications or attestation reports in respect of the Products and Services, and Accutive's pricing of the Products and Services. Confidential Information shall include this Agreement, Order(s), and Order Acknowledgement(s). The source code of any Software manufactured by Accutive or its Affiliates is Confidential Information and a confidential trade secret.

b. Confidential Information shall not include any information that:

- (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
- (ii) was rightfully known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation of confidentiality (as can be demonstrated by reasonable supporting evidence);
- (iii) was independently developed by the Receiving Party without access of or reference to the Disclosing Party's Confidential Information or any breach of any obligation owed to the Disclosing Party (as can be demonstrated by reasonable supporting evidence); or
- (iv) is received from a third party which is not under an obligation of confidence or non-use with respect to such information and without breach of any obligation owed to the Disclosing Party (as can be demonstrated by reasonable supporting evidence).

c. Treatment of Confidential Information.

The Receiving Party agrees that it shall:

(i) use Confidential Information for the sole purpose of exercising or enforcing its rights and performing its obligations under this Agreement;

(ii) divulge and allow access to Confidential Information only to those of its employees, directors, independent consultants or agents who have a need to know such Confidential Information and who are bound in writing (in advance) to confidentiality and non-use obligations at least as protective of such information as this Agreement;

(iii) not disclose any Confidential Information to any third party except as described in this Agreement; and

(iv) use at least the same degree of care in protecting the Disclosing Party's Confidential Information as the Receiving Party uses to preserve and safeguard its own valuable proprietary information, but in any event, no less than a reasonable standard of care.

d. The Receiving Party shall notify and cooperate with the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information of the Disclosing Party. The Receiving Party may disclose Confidential Information to comply with an order from a court of competent jurisdiction or with a mandatory requirement of a governing regulatory body, provided such party, to the extent permitted by law and as soon as reasonably practicable under the circumstances, informs the Disclosing Party and allows the Disclosing Party the opportunity to object to the disclosure order or to take action to preserve the confidentiality of the information. The Receiving Party shall cooperate with the Disclosing Party in such party's reasonable efforts to limit the disclosure of the information.

e. Upon termination of this Agreement, the Receiving Party shall

(i) immediately cease all use of the Disclosing Party's Confidential Information; and

(ii) if requested by the Disclosing Party, either promptly destroy (and permanently erase) or return all Confidential Information of the Disclosing Party.

f. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 9, the Disclosing Party may have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts.

10) ADDITIONAL AND THIRD-PARTY TERMS

Purchaser acknowledges and agrees that certain Products or Services provided under this Agreement may be subject to additional terms and conditions, including but not limited to: (i) separate agreements issued by Accutive or other third parties for specific offerings such as Support Services or other professional services, and (ii) terms including but not limited to end user license agreements required by Accutive and its Affiliates or other third-parties. In such cases, Purchaser agrees to review, accept, and be bound by all applicable supplemental terms as a condition of receiving or using the relevant Products or Services. Any breach of such additional or third-party

terms may result in suspension or termination of the affected Products or Services, without liability to Accutive or its Affiliates.

11) WARRANTY

UNLESS OTHERWISE AGREED TO BY ACCUTIVE OR ITS AFFILIATES IN WRITING, THE PRODUCTS AND SERVICES ARE BEING DELIVERED TO PURCHASER “AS IS” AND ACCUTIVE AND ITS AFFILIATES MAKE NO WARRANTY OF ANY KIND, WHETHER STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ACCUTIVE AND ITS AFFILATES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL MEET ANY REQUIREMENTS OR NEEDS THAT PURCHASER MAY HAVE, OR THAT THE PRODUCTS WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE PRODUCTS ARE COMPATIBLE WITH ANY PARTICULAR PLATFORM. ACCUTIVE AND ITS AFFILIATES MAKE NO WARRANTY AS TO THE SECURITY PROVIDED BY ANY PRODUCT. FURTHERMORE, ACCUTIVE AND ITS AFFILATES MAKE NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES. FOR THIRD-PARTY PRODUCTS AND SOFTWARE, ANY WARRANTIES, PERFORMANCE COMMITMENTS, AND OTHER TERMS ARE GOVERNED SOLELY BY THE APPLICABLE AGREEMENT(S) BETWEEN THE PURCHASER AND THE THIRD PARTY, AND NOT BY ACCUTIVE OR ITS AFFILIATES.

12) LIMITATION OF LIABILITY

a. IN NO EVENT SHALL ACCUTIVE’S (AND ITS AFFILIATES, AUTHORIZED THIRD PARTIES’ OR SUPPLIERS’) TOTAL AND AGGREGATE LIABILITY ARISING FROM ALL CLAIMS UNDER OR RELATED TO THIS AGREEMENT (INCLUDING ALL PRODUCTS AND SERVICES HEREUNDER) EXCEED THE TOTAL AMOUNTS PAID BY PURCHASER TO ACCUTIVE FOR THE PRODUCTS AND SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE APPLICABLE CLAIM WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

b. IN NO EVENT SHALL ACCUTIVE (AND ITS AFFILIATES, AUTHORIZED THIRD PARTIES’ OR SUPPLIERS’) HAVE ANY LIABILITY IN CONNECTION WITH THE PRODUCTS, SERVICES OR THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUES, LOSS OF DATA OR USE, GOODWILL, REPUTATION, INTERRUPTION OF THE SERVICES, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR

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FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

c. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION OR TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY LAW.

13) COMPLIANCE WITH LAWS

a. Purchaser shall be solely responsible for and shall comply with all applicable laws, ordinances, rules and regulations imposed by any country or subdivision thereof applicable in connection with Purchaser's performance under the Agreement, including but not limited to laws and regulations applicable to: (a) the import and export of the Products and Services; (b) the U.S. Foreign Corrupt Practices Act, the UK Bribery Act or any other laws or regulations regarding corruption or bribery; or (c) the use of deceptive or misleading practices.

b. Purchaser shall obtain any and all permits, licenses, authorizations and/or certificates that may be required in any jurisdiction or by any regulatory or administrative agency in connection with the conduct of its business and the distribution or sale of the Products and Services if so authorized.

14) INDEMNIFICATION

a. Purchaser shall indemnify and hold Accutive and its officers, directors, employees, agents, subcontractors, and Affiliates from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees and costs) ("**Claims**") arising out of or relating to: (i) Purchaser's use, misuse, or unauthorized access to or modification of the Services or Products; (ii) any data, content, or materials provided or transmitted by or on behalf of Purchaser; (iii) Purchaser's violation of any law by Purchaser in connection with its use of the Services or Products; or (iv) Purchaser's breach of this Agreement. Accutive and its Affiliates shall have no indemnity obligations with respect to third-party Products or Services sold or resold to Purchaser.

b. This provision shall survive any termination or expiration of the Agreement.

15) TERM AND TERMINATION

a. Unless sooner terminated in accordance with other provisions of this Agreement, the Agreement will continue in full force and effect until all rights and duties have been completed, expired, or terminated as set forth herein (the "**Term**").

b. Either party may terminate the Agreement for default or material breach of the terms or conditions of the Agreement by the other party, upon thirty (30) days' notice and opportunity to cure or ten (10) days following such notice if the breach is a failure by Purchaser to pay any fees required.

c. Either party may terminate the Agreement if: (i) the other party files or has filed against it a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, or is adjudicated bankrupt; or (ii) makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

d. In the event of termination of the Agreement for a material breach by Purchaser and in addition to all other rights and obligations each party may have under the Agreement, Purchaser shall, within thirty (30) days, ship to Accutive or destroy (including purging from any system or storage media) all items in its possession proprietary to Accutive. Upon request by Accutive, an authorized representative of Purchaser shall certify in writing to Accutive that the applicable Products and other information of Accutive have been returned to Accutive or destroyed.

e. Upon expiration or termination of the Agreement for any reason, each party shall within thirty (30) days of request from the other party: (i) destroy or return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause.

16) GOVERNING LAW

This Agreement will be governed by and interpreted in accordance with the internal laws of the State of California and, where such laws are preempted by the laws of the United States, by the internal laws of the United States, in each case without regard to (a) conflicts of laws principles, and (b) the applicability, if any, of the United Nations Convention on Contracts for the International Sale of Goods. In the event of any controversy or claim arising out of or relating to this agreement, or the breach or interpretation thereof, the parties will submit to the exclusive jurisdiction of and venue in the state superior courts of California located in Orange County. Each party hereby waives all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

17) ANTI-CORRUPTION AND INFLUENCE PEDDLING

a. The parties shall always act in accordance with the national and foreign laws and regulations applicable to the prevention and detection of risks of corruption and influence-peddling. Whether directly or via third parties, neither party shall propose to any person, or shall accept from any person, any offer, promise, donation, gift or benefit of any kind which would be linked to a misuse that would be made by that person, or that has already been made by that person, of his/her real or supposed influence with a view to obtaining, for itself or for others, a distinction, a job, a contract or any other favorable decision. Neither party shall solicit or accept for itself any offer, promise, donation, gift or benefit of any kind, for the purpose of misusing its influence with a view to making or obtaining any favorable decision.

18) FORCE MAJEURE

Accutive shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by any circumstances not within Accutive's reasonable control (each a "**Force Majeure**" event) including, without limitation: acts of God, fire, explosion, flood, storm, terrorist attack, civil war, commotion or riots, war (or threat of war), pandemic, imposition of sanctions, embargoes or acts of government (including without limitation failure or delay to obtain export licenses), labor disputes, failure or delay of transportation, vendors or subcontractors, Accutive's inability to enter Purchaser's premises to fulfill its obligations under this Agreement when applicable, or any other similar cause or causes beyond the reasonable control of Accutive. Time of performance of Accutive's obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such Force Majeure occurrences.

19) NOTIFICATIONS

All notices, requests and demands, and other communications required or permitted under this Agreement shall be in writing and shall be given: (a) by personal delivery to a party; or (b) by an internationally recognized overnight courier service offering guaranteed overnight delivery. Notice shall be effective upon receipt. All such communications shall be sent to the Purchaser at the address for Purchaser stated in the Order Acknowledgment, and in the case of Accutive shall be addressed as follows: Accutive Security, 27068 La Paz Road, Suite 245, Aliso Viejo, California 92656. Either party may hereafter change its address for notice purposes by notice given to the other in accordance with the provisions of this paragraph.

20) STANDARD PRODUCTS AND SECURITY MEASURES

- a. Unless specifically stated in a separate written agreement between Accutive and Purchaser, Accutive shall have no obligation to create special or customized versions of any Product, or to ensure that the Products operate with Purchaser's equipment, software, or systems.
- b. Purchaser is solely responsible for implementing appropriate data backup, security, and recovery measures. Accutive shall not be liable for any loss, corruption, or unauthorized access to data transmitted, stored, or processed using the Products or Services.

21) MISCELLANEOUS

- i. **Assignment**. Purchaser may not assign this Agreement or any of its right hereunder without the prior written consent of Accutive. Any attempt by Purchaser to assign any rights, duties or obligations, which arise under this Agreement without such permission shall be void. Accutive may assign this Agreement and its rights hereunder or delegate its obligations in whole or in any part, upon thirty (30) days prior written notice to Purchaser.
- ii. **No Waiver**. Any waiver or forbearance shall be valid only if in writing. No waiver by a party of any default shall operate as a waiver of any other default or of the same default on a future

occasion. No delay, course of dealing or omission on the part of one party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by such party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

- iii. **Limitation of Time.** No action, regardless of form, which arises from or is related in any way whatsoever to this Agreement may be commenced more than eighteen (18) months after such cause of action accrues, except that an action for nonpayment may be brought at any time within the governing statute of limitations.
- iv. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- v. **Modifications.** Any modifications to this Agreement by Purchaser must be in writing and signed by a duly authorized representative of Accutive. Accutive reserves the right, in its sole discretion, to modify or replace this Agreement at any time. Any changes will be effective immediately upon posting of the revised version on Accutive's website or provided by email or other electronic communication to Purchaser. Accutive will make reasonable efforts to notify Purchaser of changes to this Agreement, which may include posting a notice on Accutive's website, sending an email notification, or other reasonable means. By continuing to use the Products and/or Services after any changes to the Agreement are made by Accutive, Purchaser agrees to be bound by the updated terms. No terms or conditions set forth in any Order or similar document issued by Purchaser shall be binding on Accutive, and any such terms are hereby rejected and shall be of no force or effect, regardless of whether Accutive accepts or fulfills such order.
- vi. **Entire Agreement.** This Agreement represents the entire agreement between the parties in relation to the subject matter contained herein and supersedes any previous agreement whether written or oral between the parties in relation to that subject matter. Accordingly, all other conditions, representations and warranties which would otherwise be implied (by law or otherwise) shall not form a part of this Agreement. Any terms and conditions contained in any Order, vendor/supplier registration form, questionnaire or any other form or document that Purchaser may provide to Accutive in connection with this Agreement and/or the Products or Services shall be void, regardless of whether Accutive fails to object to such terms and whether such forms were provided prior to or after this Agreement.