

TERMS AND CONDITIONS OF SALE

These **Terms and Conditions of Sale** (the "Terms and Conditions"), represent the governing terms and conditions between **Iron Bow Technologies, LLC**, a Virginia Limited Liability Company with its principal location at 2121 Cooperative Way, Suite 500, Herndon, Virginia 20171, ("Iron Bow") and the Buyer (the "Buyer") identified in the Quote and Purchase Order and/or Task Order (together sometimes referred to herein as the "Parties" or individually as a "Party") with respect to the Quote and/or Purchase Order.

Definitions.

"Deliverables" means the deliverables specified in the Quote and Purchase Order (and any Statement of Work).

"Delivery Date" means the date or dates specified in the Quote by which the Iron Bow intends to deliver the Work.

"Intellectual Property Rights" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto and derivatives thereof; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

"Preexisting Materials" means any Intellectual Property Rights or tangible personal property of Iron Bow or Buyer created before the date of the Purchase Order or outside the scope of the Purchase Order.

"Products" means hardware, software, supplies, and any tangible goods specified in the Quote and Purchase Order.

"Purchase Order" means the ordering document provided by Buyer to Iron Bow for the Work, whether identified as a Purchase Order, Task Directive, Task Order, or title of similar import, and includes these Terms and Conditions of Sale, regardless of any language contained in the Purchase Order, and these Terms and Conditions of Sale are incorporated therein by Buyer's act of issuing and/or signing the Purchase Order.

"Quote" means Iron Bow's written offer, or expression of the price it would charge, to supply a quantity of product(s) or a specified service or services for a specified price in response to a request for quotation, request for proposal, or in another sales process.

"Services" means any and all services Iron Bow is to perform (directly or via a third party) which are specified in the Quote and Purchase Order.

"Statement of Work" or "SOW" means the document specifying the scope, objective, and time frame of any services that Iron Bow will perform for Buyer or Buyer's customer(s). **"Work"** means the Deliverables, Products, and Services specified in the Quote and Purchase Order, including any SOW thereto.

1. **Terms of Acceptance.** Acceptance by Buyer of a Quote from Iron Bow is strictly limited to the terms and conditions expressed therein and incorporated as part of the Quote as offered to Buyer by Iron Bow. Buyer agrees that acceptance of a Quote and any resulting Buyer Purchase Order is conditioned on Buyer's agreement that no differing or additional terms to these Terms and Conditions and those of the Quote, whether communicated orally, in any Purchase Order, purchase order confirmation, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, form a counter-offer and acceptance by Iron Bow, and are hereby preemptively rejected by Iron Bow and shall not form a part of the Purchase Order, even if Buyer purports to condition its issuance or the validity of the Purchase Order on Iron Bow's agreement to such differing or additional terms. If Buyer does not explicitly accept the Quote and these Terms and Conditions of Sale in writing for any or no reason, any conduct by Buyer which recognizes the existence of a contract pertaining to the subject matter hereof (e.g. Buyer's issuance of a Purchase Order in response or relation to the Quote, etc.) shall constitute acceptance by Buyer of the Quote and all of these Terms and Conditions. In the event that applicable law prevents the previous portions of this Section 1, Terms of Acceptance, from having its intended effect, the terms of the contract between the Parties shall be determined pursuant to § 8.2-207, "Additional Terms in Acceptance or Confirmation," of the Code of Virginia. Iron Bow may make Quotes subject to Buyer entering into additional mutually acceptable credit arrangements, which may include, among other requirements, Buyer making advance payments or consenting to credit checks.

2. **Delivery.**

2.1 **Timing.** Iron Bow will use commercially reasonable efforts to ensure that all orders for Work that require scheduling, lead times, or that otherwise take some period of time to complete are managed in a manner intended to meet the applicable Delivery Date(s). Iron Bow will use commercially reasonable efforts to keep Buyer informed of Delivery Dates and coordinate same with Buyer.

2.2 **Point of Delivery.** Unless expressly agreed otherwise by Iron Bow in writing, all shipments shall be FOB Origin, Buyer assumes responsibility for all shipping and delivery charges, and risk of loss for the products passes to Buyer upon placement of products with the carrier and departure from the point of shipment. Iron Bow and/or its suppliers will preserve, pack, package and handle the products so as to protect them from loss or damage and in accordance with standard commercial practices.

3. **Pricing and Payment Terms.**

3.1 **Pricing, Insurance and Shipping Charges.** Prices quoted exclude all applicable taxes (including, but not limited to, sales, use, value-added and ad valorem taxes, tariffs, and assessments after audit) and duties. Buyer is responsible for payment of all applicable taxes, exclusive of taxes based on Iron Bow's income and duties resulting from this agreement. If Buyer qualifies for tax or resale exemptions, Buyer must provide Iron Bow with appropriate exemption documentation applicable to the particular tax

authority (or authorities) at the time of submittal of the Purchase Order.

3.2 **Invoice and Payment Terms.** Payment shall be due thirty (30) days from date of Iron Bow's invoice. Iron Bow reserves the right to charge late fees if payment is not received within thirty (30) days of the date of invoice at a rate of 1.5% per month (18% per annum) compounded monthly, or the maximum rate allowed by law, whichever is less. If Buyer fails to make payment within thirty (30) days of the date of invoice, Iron Bow may, without liability and without waiving Iron Bow's right to payment and interest as set forth herein: (i) suspend or terminate any services being provided to Buyer; (ii) repossess and/or reclaim any products or deliverables provided by Iron Bow; and/or (iii) suspend services, product deliveries, and/or shipment (including partial shipments) of any order; and/or (iv) may, at its option, require Buyer to prepay for further services and/or products. Buyer grants Iron Bow a security interest in products and deliverables purchased under this agreement to secure payment for those products and deliverables purchased. If requested by Iron Bow, Buyer agrees to execute financing statements to perfect this security interest. Buyer has no right of set-off with respect to the payments Buyer is required to make under this agreement.

4. **Warranty and Disclaimers.** During performance and delivery under this agreement, Iron Bow shall perform the services and provide such products at the place of performance as set forth in the applicable Quote or SOW. Buyer agrees that, (i) unless Buyer has disclosed to Iron Bow in writing that Buyer is a reseller of the Work to Buyer's customer(s), Buyer is the end user of the products and services supplied by Iron Bow, and (ii) all rights, warranties, and representations applicable to such products and services, including those provided in any software licensing agreement, shall apply to the Buyer end user customer. IRON BOW AND ITS ASSIGNS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ANY PRODUCT (OTHER THAN IRON BOW MANUFACTURED PRODUCTS). When available, Iron Bow will provide Buyer with third party Original Equipment Manufacturer ("OEM") warranties on a pass-through basis; however, Iron Bow does not accept any responsibility or liability whatsoever associated therewith. In the event Iron Bow is providing products and/or services as the OEM, only the warranties explicitly included with Buyer's purchase shall apply. For the avoidance of doubt, applicable warranties for healthcare products manufactured by Iron Bow and any services associated with such products are available at <https://ironbowhealthcare.com/resources/downloads/> and shall apply to Buyer's order for such products and/or services in accordance with the applicable Quote and Purchase Order.

5. **Returns and Cancellations.** All sales are final. Except as provided in Iron Bow's warranty statements, Iron Bow does not accept returns unless (i) Iron Bow shipped a product other than as specified in a Quote and corresponding Purchase Order; (ii) such product is unopened; and (iii) the product is returned in accordance with Iron Bow's then current

Return Material Authorization ("RMA") policy and procedures. In addition, return of all third party manufactured products shall be subject to the applicable manufacturer's applicable RMA policies and procedures. Except as otherwise agreed to by the applicable OEM or supplier in relation to the Quote, Iron Bow does not accept order cancellations, in whole or in part, unless such cancellation is in accordance with the applicable OEM's or supplier's cancellation policies and procedures. Buyer may be required to provide written justification and/or contact the OEM or supplier directly for any cancellations.

6. **Applicable End User Terms.** Buyer acknowledges and understands that certain products, software, subscriptions, and services have terms and conditions that are applicable to, and govern usage rights of, Buyer and Buyer's customer(s) as the end-user of any such items (i.e. terms of service, end user license agreements, terms of use, etc.). Iron Bow will use commercially reasonable efforts to provide Buyer with such terms and conditions at the time of Quote or SOW, upon or after receipt of a Purchase Order, and/or upon delivery or performance, in accordance with Iron Bow's standard practices. Buyer agrees that it shall be, and make all Buyer customers (if Buyer is a reseller), bound by all such applicable terms and conditions of the Products and Services Buyer orders. For healthcare products manufactured by Iron Bow and any services associated with such products, the applicable offering descriptions, warranty, end user license agreement, and terms and conditions, which can be found on the Iron Bow Healthcare Solutions website (at <https://ironbowhealthcare.com/resources/downloads/>), shall apply to Buyer's orders for such products and/or services.

7. **Compliance.**

7.1 **Applicable Laws.** The Parties shall comply with all applicable laws, regulations, rules, executive orders, and contract or subcontract provisions and clauses relating thereto when notified thereof, including but not limited to laws, regulations, rules, and executive orders related to equal employment opportunity, affirmative action, gifts, bribes, gratuities, and kickbacks, lobbying, hiring of government employees, antitrust, security, and procurement integrity.

7.2 **Export Compliance.**

a) Buyer understands that the products and services, including technology, to be delivered under this agreement may be subject to export control laws and regulations of the United States, including the Export Administration Regulations and the regulations of the Office of Foreign Assets Control, and agrees not to divert such products and services in a manner contrary to U.S. law. Buyer further understands that the products and services to be transferred under this agreement may be subject to foreign import, use and export laws. Buyer agrees to comply, at its sole expense, with all applicable U.S. and foreign governmental requirements relating to Buyer's exports from the United States, importation and use outside of the United States, and/or re-exports from abroad of such products and services, including any requirements to obtain licenses or other authorization

prior to transfer or use. Iron Bow is not the responsible party for exporting items and will not be the U.S. Principal Party in Interest in any order resulting from the Quote.

- b) Buyer agrees to indemnify, defend and hold Iron Bow, its directors, officers and employees, including any subsidiaries, affiliates and divisions, harmless, from and against any claims, liabilities, demands, penalties, fines and costs resulting from Buyer's failure to comply with the requirements of, or breach of the representations and warranties in this Section 7.. Buyer also agrees that Iron Bow may withhold provision of products or services under the Purchase Order or any other contract between the Parties if Iron Bow believes, in good faith, that Buyer has breached this Section 7..
- c) Buyer represents that it is not the subject of any U.S. Government order or designation that restricts or prohibits its participation in financial or export transactions with U.S. persons or involving U.S. goods or services. Buyer agrees to immediately inform Iron Bow if at any time during the term of this agreement Buyer becomes subject to such restrictions.
- d) Buyer represents and warrants that it is either: (i) a U.S. Person as that term is defined in the U.S. export laws and regulations; or (ii) that it has disclosed to Iron Bow in writing the country in which it is incorporated or otherwise organized to do business, or, if a natural person, all citizenships and U.S. immigration status.

7.3 **Government Flowdowns.** The products and services Iron Bow provides to Buyer for U.S. Federal Government customer acquisitions, are contracted on a commercial items basis as defined in FAR 2.101 and in accordance with applicable provisions found at FAR Part 12, Acquisition of Commercial Products and Services. As such, Iron Bow will accept FAR 52.212-5(e)(1) Commercial Products and Services (12/2023) or §52.244-6, Subcontracts for Commercial Items (5/2002), as a flow-down from Government prime contracts when clearly notified of the applicability of such clause to a Purchase Order, and when such clause is actually required to be flowed down to Iron Bow. No other regulation or clause included with any Purchase Order or other document from Buyer shall be effective unless explicitly agreed to by Iron Bow in a writing signed by an authorized representative thereof.

7.4 **Disclosures.** Iron Bow participates in commercial marketing development/marketing incentive fund programs ("MDF Programs"), under which it receives industry standard rebates offered by certain OEMs. The rebates are in the form of funds and resources to help the channel partner, such as Iron Bow, with sales and marketing programs. Rebates are determined and paid periodically based on aggregate qualifying sales. The MDF Programs do not incentivize sales personnel to advocate for any particular OEM's offerings. Iron Bow is committed to full transparency and adherence to all applicable rules and regulations governing these programs.

8. **Term, Termination, Cancellation, Changes, and Stop-Work Orders.**

8.1 **Term.** The Purchase Order shall remain in effect until all Work thereunder has been terminated or completed and accepted in accordance with these terms.

8.2 **Termination for Cause.** Either Party shall have the right to terminate this agreement and any Purchase Order in the event that the other Party breaches any material term hereof or fails to make timely payment on any invoice hereunder and fails to cure such breach within thirty (30) calendar days if such breach is capable of being cured. Failure by Iron Bow to take such action, immediately or otherwise, shall not constitute a waiver of said right or any other right Iron Bow may have through contract, law or otherwise.

8.3 **Termination for Insolvency.** Either Party may immediately terminate this agreement and any Purchase Order by giving written notice to the other Party in the event of (i) the liquidation or insolvency of the other Party, (ii) the appointment of a trustee, receiver or similar officer for the other Party, (iii) an assignment by the other Party for the benefit of all or substantially all of its creditors, (iv) entry by the other Party into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, excluding such agreements that do not have a substantial negative impact in the financial stability of the Party entering into such agreement, or (v) the filing of a meritorious petition in bankruptcy by or against the other Party under any bankruptcy or debtors' law for its relief or reorganization.

8.4 **Effect of Termination.** Upon termination of this agreement or any Purchase Order:

- a) All rights of Buyer hereunder shall terminate.
- b) If terminated in accordance with Sections 8.2 or 8.3, the due date of all monies due to Iron Bow shall automatically be accelerated such that they become due and payable on the effective date of termination, even if longer terms had been provided previously.
- c) Buyer and/or Iron Bow shall immediately return to the other all Confidential and Proprietary Information and data (including all copies thereof) then in such Party's possession or custody or control retaining only such material as may be required to comply with financial reporting or tax obligations or for legal file purposes.

8.5 IN THE EVENT OF ANY TERMINATION OF THESE TERMS AND CONDITIONS OR AN ORDER SUBJECT HERETO, BUYER SHALL, EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, HAVE NO RIGHTS TO DAMAGES OR INDEMNIFICATION OF ANY NATURE, WHETHER BY WAY OF LOSS OF FUTURE PROFITS, EXPENDITURES, OR OTHER COMMITMENTS IN CONNECTION WITH THE BUSINESS AND GOOD WILL OF THE BUYER. BUYER EXPRESSLY WAIVES AND RENOUNCES ANY CLAIM TO COMPENSATION OR INDEMNITIES FOR ANY TERMINATION OF THESE TERMS AND CONDITIONS OR A PURCHASE ORDER.

9. **Confidential Information.**

9.1 **General Confidentiality.** Each Party agrees not to use any Confidential Information (as defined herein) of the

other Party except in performance of the Purchase Order and not to disclose such information to third parties (other than, as determined by the receiving party in good faith, those persons with a genuine “need to know” and who will similarly limit the use and disclosure of the information, such as attorneys, accountants, commercial and investment bankers, consultants, Board members and certain key employees). All information which the disclosing party considers confidential will be conspicuously marked or otherwise labeled “Confidential,” “Proprietary,” “Sensitive” or in another manner indicating its confidential and/or proprietary nature or which, in the case of oral information, is specifically identified at the time of disclosure as being confidential, proprietary or sensitive; provided, however, such oral information must be reduced to writing and delivered to receiving party within ten (10) days of oral disclosure. Notwithstanding the foregoing, the terms, conditions, and existence of the Purchase Order, and Iron Bow’s pricing, discounts, margins, and non-public customer data will be considered Confidential Information whether or not so marked. With respect to both Parties hereto, for purposes hereof, Confidential Information will not include any information that: (i) is now or becomes in the public domain through no breach of the terms and conditions of the Purchase Order; (ii) is in the possession of the receiving party as of the date of execution hereof and is not subject to nondisclosure obligations; (iii) is independently learned by the receiving party from a third party without breach of the terms and conditions of the Purchase Order; or (iv) is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party. Each Party acknowledges that the other Party will suffer irreparable injury as a result of any use, disclosure, or duplication of its Confidential Information by the other Party in violation of the provisions of this Section. Accordingly, either Party will be entitled in such event to seek preliminary and final injunctive relief in addition to any other applicable remedies, including the recovery of damages. The provisions of this Section will survive the completion, termination, or expiration of the Purchase Order. Each Party will notify the other immediately upon learning of any unauthorized use, disclosure, or duplication of Confidential Information.

9.2 Required Disclosures. Either Party will have the right in its good faith discretion to make such public press releases, announcements or other communications as it reasonably believes are necessary to comply with applicable federal and state securities or other laws and the regulations, as the case may be, but only to the extent of not divulging any proprietary or Confidential Information of the other Party.

10. Indemnification and Limitation of Liability.

10.1 Indemnification by Iron Bow. Iron Bow shall, at its sole expense, indemnify, defend and hold harmless Buyer from and against any and all claims, losses, damages, injury, liability, expenses of whatever form or nature and costs, including but not limited to reasonable attorneys' fees and court costs (collectively “Claims”), directly resulting from: (i) an allegation that any Product supplied or service performed by Iron Bow hereunder infringes or constitutes

wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party; or (ii) any grossly negligent or intentionally wrongful act or omission to act by Iron Bow, to the proportionate extent Iron Bow is found to have been grossly negligent or to have acted wrongfully. However, Iron Bow shall only be obligated to indemnify, defend and hold harmless Buyer pursuant to the foregoing in the event that Buyer provides prompt notice of any such Claims (such that Iron Bow’s position in or ability to properly defend the matter is not prejudiced) and grants Iron Bow control of the defense and settlement of any such Claims. Notwithstanding anything else contained herein, Iron Bow shall only be obligated to indemnify, defend and hold Buyer harmless in relation to Claims caused by or related to products manufactured by, or services performed by, a third party to the extent such third party indemnifies, defends and holds Iron Bow harmless for such Claims.

10.2 Indemnification by Buyer. Buyer shall, at its sole expense, indemnify, defend and hold harmless Iron Bow and its subsidiaries, their respective officers, directors, employees, agents, successors, subcontractors, suppliers and assigns, (collectively and individually, the “Indemnified Parties”) from and against any and all claims, losses, damages, injury, liability, expenses of whatever form or nature and costs, including but not limited to reasonable attorneys' fees and court costs, resulting from, arising out of, or in any way connected with this agreement, whether or not caused or contributed to by Iron Bow based upon: (i) Buyer’s use of the services or products or harm caused thereby; (ii) any negligence or alleged negligence or other tortious conduct on the part of Buyer or Buyer's agents, invitees, employees, contractors, subcontractors, officers, directors, and/or end users; (iii) an allegation that any service, product, or portion thereof infringes or constitutes wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party due to the manner in which Buyer deployed, utilized, or combined the service or product with other services, products, and/or software that was not approved by Iron Bow in writing; (iv) representations or statements about Iron Bow and/or any of its products or services (including products and support services) not specifically authorized by Iron Bow herein or otherwise in writing; (v) alterations of a product or service; and/or (vi) violation of any applicable law, regulation, or order.

10.3 Limitation of Liability. IRON BOW’S AND ITS ASSIGNS’ LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT AND ANY ORDER SHALL BE LIMITED TO, AND SHALL UNDER NO CIRCUMSTANCES EXCEED, THE PRODUCT AND SERVICES PRICING PAID BY BUYER PURSUANT TO THE PURCHASE ORDER GIVING RISE TO THE LIABILITY (EXCLUDING GROSS SALES TAX). UNDER NO CIRCUMSTANCES WILL IRON BOW OR ITS SUBSIDIARIES, INCLUDING IRON BOW’S AND ITS SUBSIDIARIES’ RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, SHAREHOLDERS, SUBCONTRACTORS OR LICENSORS, BE LIABLE FOR ANY INDIRECT,

INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR THE LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. UNDER NO CIRCUMSTANCES WILL IRON BOW'S OR ITS SUBSIDIARIES', INCLUDING IRON BOW'S AND ITS SUBSIDIARIES' RESPECTIVE OFFICERS', DIRECTORS', EMPLOYEES', AGENTS', SUCCESSORS', ASSIGNS', SHAREHOLDERS', SUBCONTRACTORS', OR LICENSORS' CUMULATIVE LIABILITY EXCEED THE AMOUNT BUYER PAID IRON BOW FOR THE APPLICABLE SERVICES AND/OR PRODUCTS(S) IN CONTROVERSY.

10.4 **Exclusive Remedy.** This Section 10 states the entire obligation of Iron Bow, and the exclusive remedy of Buyer, with respect to any infringement or alleged infringement of any intellectual property rights or proprietary rights. This indemnity obligation and remedy are given to Buyer solely for its benefit and in lieu of, and Iron Bow disclaims, all warranties, conditions and other terms of non-infringement with respect to any product or service.

10.5 **Two Year Limitation; Discrepancies.** Buyer may not bring a claim or action regardless of form, arising out of or related to the Purchase Order or this agreement, including any claim of fraud or misrepresentation, more than two (2) years after the delivery of any Products, completion of any services, or payment of any invoice at issue, or more than two (2) years after any such cause of action accrues, whichever is later. In addition, Buyer agrees to bring any administrative discrepancies, including but not limited to, invoice errors, shipment discrepancies and return variances, to Iron Bow's attention in writing within ten (10) days from the date of the incident's occurrence (e.g. invoice date, receipt of good, etc.). Buyer's failure to raise an administrative discrepancy (with appropriate supporting documentation) within this period will be a waiver of Buyer's right to dispute the incident at a future date.

11. **Miscellaneous.**

11.1 **Media Releases.** Except for any announcement intended solely for internal distribution or any disclosure required by legal, accounting, or regulatory requirements beyond Buyer's reasonable control, all media releases, public announcements, or public disclosures by Buyer or its employees or agents relating to the Purchase Order or its subject matter, will require the prior written approval of Iron Bow prior to release thereof.

11.2 **Independent Contractors.** Nothing in the Purchase Order is intended to establish or authorize either Party as an agent, legal representative, joint venture, franchise, employee, or servant of the other for any purpose. Neither Party will make any contract, agreement, warranty, or representation on behalf of the other Party, or incur any debt or other obligation in the other Party's name, or act in any manner which has the effect of making that Party the apparent agent of the other. Neither Party will assume

liability for, or be deemed liable as a result of, any such action by the other Party. Neither Party will be liable by reason of any act or omission of the other Party in the conduct of business or for any resulting claim or judgment.

12. **Intellectual Property.** All brand names, product names, trade names, domain names, graphics, logos, service marks, and trademarks related to the products and/or services (collectively referred to as "Marks") are the property of Iron Bow, its assigns, service providers, suppliers, or their affiliates. All such parties retain all right, title and interest in and to the Marks, including all intellectual property rights. Buyer may not remove from, add to, or alter any portion of the Marks, copyright notices, or other proprietary rights or marking associated with the products and/or services. Buyer is prohibited from using any of the Marks for any purpose without Iron Bow's express written consent.

The Buyer agrees that in Iron Bow's performance hereunder, all ideas, inventions, designs, drawings, models, writings and other copyrightable material, discoveries, derivatives, and improvements (hereinafter referred to as "Subject Inventions") shall become the sole property of Iron Bow and that during or subsequent to the period of this agreement, the Buyer expressly, automatically, and irrevocably assigns to Iron Bow all right, title, and interest worldwide to such Subject Inventions, including, without limitation, all patent rights, copyrights, trade secrets, trademarks, moral rights, and all applicable proprietary and intellectual property rights, regardless of whether such Subject Inventions are created by Iron Bow or Buyer. Buyer further agrees to execute and deliver to Iron Bow all documents required to assign such rights and to take such other action as may be reasonably required by Iron Bow to assist it in the assignment of the rights described in this Section 12. In the event that the assignment of intellectual property rights hereunder is otherwise ineffective, Buyer hereby grants Iron Bow a worldwide, irrevocable exclusive fully paid license to the Subject Inventions and to produce derivative works based thereon, without any liability or other obligation related thereto.

13. **Assignment.** Buyer will not assign the Purchase Order, in whole or in part, or its rights or obligations hereunder, without Iron Bow's prior express written consent. The Purchase Order may be executed and performed by Iron Bow, its affiliates and/or subcontractors. Buyer shall provide written notice to Iron Bow of any proposed transfer of a material amount of the Buyer's voting stock or entry into a merger, consolidation, or sale-of-assets transaction during the term of the Purchase Order. In the event of any material changes in Buyer's ownership or control, any transfer of a material amount of the Buyer's voting stock, or Buyer's entry into a merger, consolidation, or sale-of-assets transaction (collectively a "material change"), Iron Bow shall have an immediate right to terminate the Purchase Order if Iron Bow determines, in its commercially reasonable discretion, that such material change (a) creates a conflict of interest for any person or entity; or (b) creates a circumstance that is not in Iron Bow's best interests.

14. **Notices.** All notices, orders, directives, request or other written communications required or permitted to be given or sent hereunder, will be deemed given if mailed first class,

postage paid or sent by electronic mail facsimile, and if addressed as follows:

In the case of Buyer: To the most recently provided address, facsimile number, telephone number, or email address that was provided by Buyer on Iron Bow's Supplier Setup Request form (or any form used by Iron Bow for that purpose).

In the case of Iron Bow:

Iron Bow Technologies, LLC.
2121 Cooperative Way., Suite 500
Herndon, Virginia 20171
ATTN: CONTRACTS & LEGAL DEPARTMENT
Fax Number: (703) 793-0662
Phone Number: (703) 279-3000
E-mail: ContractNotices@ironbow.com

With a copy to:

Iron Bow Technologies, LLC.
2121 Cooperative Way, Suite 500
Herndon, Virginia 20171
Attn: [Your Account Manager or Sales Rep]
Fax Number: [Your Account/Project Manager]
Phone Number: [Your Account/Project Manager]
E-mail: [Your Account/Project Manager]

15. **Force Majeure.** Neither Buyer nor Iron Bow shall be liable for any delay in delivery, or delay in the performance of other acts required hereunder (except an obligation to make payment), when resulting from causes wholly beyond the reasonable control of either Party. Such causes shall include, but not be limited to: acts of God, acts of government, wars, revolutions, civil disturbances, strikes, floods, fire, labor disputes or shortages, utility curtailments, power failures, explosions, shortages or delays in delivery of equipment, products or supplies, wrongful acts or omissions of third parties, perils of the sea or other interruption of transportation. Notice to this effect ("Notice of Force Majeure") shall be given in writing or e-mail as soon as reasonably possible to the other Party. The existence of such causes of delay shall justify the suspension of performance hereunder by either Party and shall extend the time for such performance for a period equal to the period of delay.

16. **Severability.** Each clause, sentence, paragraph and provision hereof is entirely independent and severable from every other clause, paragraph and provision. If any judicial authority or state or federal regulatory agency or authority determines that any portion hereof is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of the Purchase Order or these terms and conditions, which will remain and continue in full force and effect. In all other respects, all provisions of the Purchase Order and these terms and conditions will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the Parties.

17. **Survival.** All provisions hereof which are, by their nature, intended to survive the expiration or termination of the Purchase Order will survive such expiration or termination.

18. **Counterparts.** The Purchase Order and these terms and conditions may be executed in two or more counterparts,

each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Purchase Order and these terms and conditions may be executed by facsimile, electronic communication in portable document format (.pdf) or duplicate originals, and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures. Alternatively, a reference to or incorporation of Iron Bow's Quote Number in the Purchase Order shall act as incorporation and acceptance of these terms and conditions.

19. **Governing Law and Disputes.** The Purchase Order and these terms and conditions shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to the conflicts of law principles thereof. All claims, disputes, demands, controversies and differences that may arise between the Parties hereto shall be settled first, by negotiating promptly with each other in good faith. These negotiations shall commence upon the written request of either Party and shall be conducted by the designated senior management representative of each Party. If the Parties are unable to resolve the dispute between them within thirty (30) days (or within such longer period as the Parties may otherwise mutually agree) through these negotiations, then the Parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. If the Parties are unable to resolve the dispute between them within thirty (30) days (or within such longer period as the Parties may

otherwise mutually agree) through said mediation, either Party may resort to the judicial process to pursue its claims. Any such action shall be filed in a court of competent jurisdiction in the Commonwealth of Virginia. Each Party will bear its own attorney's fees and other costs associated with negotiation and mediation provided for in this section. If court proceedings to stay litigation or compel good faith negotiation or mediation are necessary, the Party who unsuccessfully opposes such proceedings will pay all associated costs, expenses and attorney's fees, which are reasonably incurred by the other Party. If any legal action or other proceedings in a court of competent jurisdiction is brought to enforce the provisions of the Purchase Order or these terms and conditions, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in this action or proceeding, in addition to any other relief to which the prevailing Party may be entitled. Each of the rights and remedies reserved by Iron Bow in these terms and conditions shall be cumulative and additional to any other or further remedies provided in law or equity or in the Purchase Order and these terms and conditions. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

20. **Entire Agreement.** The comprehensive agreement (if any), Purchase Order (except any preemptively rejected terms and conditions contained therein), the Quote, and these Terms and Conditions of Sale contain the entire agreement between the Parties concerning the subject matter thereof, and supersedes all prior agreements, arrangements, understandings,

letters of intent, conversations, and negotiations, whether oral or written, with respect to the subject matter hereof. The Parties stipulate that there are no representations with respect to the subject matter of the Purchase Order except those representations specifically set forth in the Purchase Order, the Quote, and these Terms and Conditions. The Parties specifically agree that (i) headings in this agreement are inserted for convenience only and shall not affect the construction or interpretation of this agreement or the Purchase Order; (ii) the word including shall not limit the meaning of the preceding words or terms; and (iii) in cases of ambiguity in the construction of these terms and conditions there shall be no presumption against either Party as the "drafter." These Terms and Conditions and those set forth in the Quote may not be changed orally, and may only be amended or modified in writing, signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

20.1 **Order of Precedence.** Notwithstanding anything else contained herein, in the event of any conflict or inconsistencies between the documents forming this agreement, the order of precedence shall be: (1) the comprehensive agreement, if any, between the Parties, such as a master agreement, partner agreement, or reseller agreement (in which Iron Bow is the seller to Buyer); (2) these Terms and Conditions of Sale; (3) the applicable Quote; (4) the applicable Statement of Work (if any); and (5) the Purchase Order (except to the extent there are any differing or additional terms preemptively rejected by Iron Bow).

Please see the links below for ease of access to the given end-user terms and conditions:

CISCO

[Cisco | General Terms](#)

[Cisco Contract Experience \(access to end user agreements\)](#)

DELL

[Terms of Sale | Dell](#)

CARAHSOFT

[Carahsoft | OEM Agreements](#)

HPE

[HPE | End User Agreements](#)

HPI

[HPI | EULA](#)