

## Terms and Conditions of Sale

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF SALE (“THESE TERMS”) BETWEEN YOU (“BUYER”) AND GLOBAL TECHNOLOGY ASSOCIATES, INC. (“SELLER”). THESE TERMS SHALL APPLY TO ALL SALES OF PRODUCTS, SERVICES AND/OR SUPPORT (“PRODUCT”) BY SELLER TO ANY BUYER. UNLESS OTHERWISE AGREED TO IN A SEPARATE, WRITTEN AGREEMENT SIGNED BY SELLER AND BUYER, THESE TERMS SHALL APPLY TO ANY OFFER OR QUOTATION MADE BY AND ORDERS ACCEPTED BY SELLER. ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS AND CONDITIONS PROPOSED OR DELIVERED BY BUYER IN ANY FORM ARE DEEMED TO BE MATERIAL ALTERATIONS OF THESE TERMS AND ARE HEREBY REJECTED BY AND WILL NOT BE BINDING IN ANY WAY ON SELLER. BUYER IS HEREBY NOTIFIED THAT SELLER OBJECTS TO ANY AND ALL SUCH ADDITIONAL, DIFFERENT OR CONFLICTING TERMS AND CONDITIONS. ACCEPTANCE OF ALL ORDERS IS EXPRESSLY MADE CONDITIONAL UPON BUYER'S ASSENT, EXPRESSED OR IMPLIED, TO THESE TERMS AND CONDITIONS SET FORTH HEREIN WITHOUT MODIFICATION OR ADDITION. IF BUYER DOES NOT WISH TO BE BOUND BY THESE TERMS, BUYER SHALL PROMPTLY NOTIFY SELLER TO CANCEL ANY ORDER FOR PRODUCT BEFORE ORDER IS SHIPPED OR PROCESSED. PAYMENT FOR AND ACCEPTANCE OF PRODUCT BY BUYER WILL BE DEEMED AS BUYER'S ASSENT TO AND ACCEPTANCE OF THESE TERMS.

- 1. Payment Terms.** Terms of payment are within the sole discretion of SELLER. Payment for PRODUCT is due at the time BUYER places the order and prior to order being processed, unless credit terms have been agreed to in advance and in writing between SELLER and BUYER. Acceptable payment methods at time of order are credit card (American Express, Visa, Mastercard and Discover card), wire transfer or other pre-arranged payment method acceptable to SELLER. Invoices issued for PRODUCT pursuant to pre-established credit terms, are due and payable within 30-days from date of invoice, unless otherwise agreed to in writing by SELLER. SELLER reserves the right to charge BUYER a late payment fee of 1.5% per month, or the maximum rate allowed by law, whichever is less, for all undisputed overdue amounts. Late payment fees for overdue amounts will continue to accrue and be billed to BUYER every 15 days until the overdue amounts have been paid in full.
- 2. Prices, Quotes, Taxes and Errors.** Prices are subject to change without notice. Unless otherwise quoted in writing, prices for PRODUCT will be as set forth in the applicable price list in effect at the time of SELLER's acceptance of BUYER's order. Written price quotes for PRODUCT are valid for 30 days, unless otherwise specified on the quote. Prices for PRODUCT are exclusive of all taxes, insurance, transportation and handling fees, brokerage fees, customs and import duties, tariffs, or other similar charges. Where required by law, sales and other taxes applicable to BUYER's order and required to be collected and remitted by SELLER shall be added to the purchase price at time of order and paid for by BUYER, unless BUYER provides SELLER with a valid tax exempt certificate for the PRODUCT ship-to location.
- 3. Cancellations.** BUYER may cancel any order for PRODUCT submitted to SELLER in writing any time prior to acceptance of payment for, fulfillment, processing and/or shipment of any such order without penalty, unless otherwise agreed to in writing between BUYER and SELLER. Once payment has been received and applied to BUYER's order, or order has been processed or shipped, any such order can no longer be cancelled.

#### 4. **Shipment, Delivery and Risk of Loss**

- 4.1. All PRODUCT orders are shipped F.O.B., point of shipment, unless otherwise agreed to in writing. If SELLER ships or delivers PRODUCT erroneously as a result of inaccurate, incomplete or misleading information supplied by BUYER or its agents or employees, storage and all other additional costs and risks shall be borne solely by BUYER.
- 4.2. Risk of loss shall transfer to the BUYER upon tender of PRODUCT to BUYER, BUYER's representative, or common carrier. Claims for PRODUCT damaged or lost in transit should be made by BUYER to the carrier, as SELLER is not responsible for loss or damage during transit.
- 4.3. All delivery and order processing times provided by SELLER are estimates only. SELLER will make every reasonable effort to ship PRODUCT and process orders within the stated, estimated times, but will not assume any liability whatsoever, consequential or otherwise, whether or not based on negligence, due to any delay or failure to deliver all or any part of any order for any reason. SELLER reserves the right to allocate inventories and prioritize processing of orders in its sole discretion and in any way SELLER deems appropriate or necessary.

5. **Inspection and Acceptance.** Claims for damage, shortage or errors in shipping must be reported to SELLER within one (1) day following delivery to BUYER. BUYER shall have five (5) days from the date BUYER receives the PRODUCT to inspect such PRODUCT for defects and nonconformance which are not due to damage, shortage or errors in transit and notify SELLER, in writing, of any defects, nonconformance or rejection of any such PRODUCT. After such five (5) day period, BUYER shall be deemed to have irrevocably accepted the PRODUCT, if not previously accepted. After such acceptance, BUYER shall have no right to reject the PRODUCT for any reason or to revoke acceptance. BUYER hereby agrees that such five (5) day period is a reasonable amount of time for such inspection and revocation. BUYER shall have no right to order any change or modification to any PRODUCT ordered by BUYER or its representatives or cancel any order without SELLER's written consent and payment to SELLER of all charges, expenses, commissions and reasonable profits owed to or incurred by SELLER. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for PRODUCT alleged to be defective in workmanship or material will be the repair/replacement of the defective PRODUCT subject to the SELLER's inspection and warranty.

6. **Returns.** All sales are final and the PRODUCT is not returnable, except as expressly authorized under SELLER's current and standard EULA (available at <http://www.gta.com/support/license>) and/or Limited Hardware Warranty (available at <http://www.gta.com/support/hardwarewarranty>). A Return Merchandise Authorization (RMA) number is required for any and all returns to SELLER. PRODUCT returned to SELLER without a valid RMA number will not be accepted and returned freight collect. PRODUCT returned as authorized under RMA must be returned to SELLER properly packaged with freight prepaid and insured against loss or damage in transit. SELLER is not responsible for loss or damage in transit.

7. **Notices.** Except for orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to SELLER, and shall be considered given when (a) delivered personally, (b) sent by confirmed facsimile, (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

8. **Exports.** You acknowledge that the PRODUCT, technical data, and performance of the Services (received from SELLER, in accordance with the terms hereunder) may be subject to United States or Territory export and import controls including but not limited to the U.S. Export Administration Regulations, 15 C.F.R. Parts

730-774, and in the performance of its obligations, you shall at all times strictly comply with all laws, regulations and orders, and agrees to commit no act which, directly or indirectly, would violate any United States or Territory law, regulation or order, including, without limitation, tax, export and foreign exchange laws, import controls, and export controls imposed by the U.S. Export Administration Act of 1979 as amended, and the United States Foreign Corrupt Practices Act. You expressly agree that, without the prior written authorization of the SELLER and the United States Government, you shall not, and shall cause its representatives (if any) not to (a) export, re-export, divert or transfer the PRODUCT or any direct product thereof to any destination, company or person restricted or prohibited by the United States export controls, or (b) disclose any data derived from the PRODUCT or any direct product thereof to any national of any country when such disclosure is restricted or prohibited by the United States export controls. You agree that none of the PRODUCT is being, or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical/biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations. Countries subject to U.S. embargo are: Cuba, Iran, Libya, North Korea, Syria, and Sudan. This list is subject to change without further notice from SELLER, and you must comply with the list as it exists in fact. You hereby certify that you and your Customers and End-Users are not on the U.S. Department of Commerce's Denied Persons List, Entity List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Certain product with encryption functions may be subject to additional restrictions, including restrictions on distribution to government end-users outside the EU license free zone. You are solely responsible for compliance with any import or use restrictions in your country .

9. **Limitation of Liability.** IN NO EVENT WILL GLOBAL TECHNOLOGY ASSOCIATES, INC. BE LIABLE TO YOU FOR ANY SPECIAL INCIDENTAL CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED. WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT GLOBAL TECHNOLOGY ASSOCIATES, INC. WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. GLOBAL TECHNOLOGY ASSOCIATES, INC.'S TOTAL LIABILITY TO YOU ARISING FROM OR IN RELATION TO THIS SALE SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID BY YOU TO GLOBAL TECHNOLOGY ASSOCIATES, INC. UNDER THIS SALE. IN NO EVENT WILL GLOBAL TECHNOLOGY ASSOCIATES, INC. BY LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OF SERVICES.
10. **Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN GLOBAL TECHNOLOGY ASSOCIATES, INC.'S EULA, (AVAILABLE AT [HTTP://WWW.GTA.COM/SUPPORT/LICENSE](http://www.gta.com/support/license)), AND HARDWARE WARRANTY, (AVAILABLE AT [HTTP://WWW.GTA.COM/SUPPORT/HARDWAREWARRANTY](http://www.gta.com/support/hardwarewarranty)), SELLER MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PRODUCTS AND/OR SERVICES. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE EXPRESSLY DISCLAIMED.
11. **Subscriptions, Support Contracts and Add-On Options.** All sales are final. Subscriptions, support contracts and options are sold as non-refundable, non-returnable and non-transferable. Offerings may vary and are subject to change without notice. SELLER is not liable for loss or recovery of programs, data, or loss of use of systems due to providing support or services (including telephone support) or any act or omission, including negligence. SELLER strongly recommends back-up of all programs, software and data prior to receiving any services or support.

12. **Intellectual Property Ownership.** Global Technology Associates, Inc. retains full rights, title, interest and ownership, including all patents, copyrights, trade secrets, trade names, and other intellectual property rights, including all copyrights to the documentation and any copies made by you, in and to the Firmware, Software and Documentation contained in the PRODUCT. You acknowledge that no title to the intellectual property in the PRODUCT is transferred to you and you will not acquire any rights to the intellectual property in the PRODUCT except for the license expressly set forth herein.
13. **Severability.** These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared THESE TERMS and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and THESE TERMS herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.
14. **Non-Waiver.** SELLER's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of SELLER's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by SELLER.
15. **Governing Law.** THESE TERMS shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Florida. The Superior Court of Orange County or the United States District Court for the Middle District of Florida shall have jurisdiction and venue over all controversies arising out of or relating to, THESE TERMS.