



HARDWARE PURCHASE AND SALE TERMS AND CONDITIONS

Please read these Hardware Purchase and Sale Terms and Conditions (“Terms and Conditions”). These Terms and Conditions apply to and govern the purchase and sale of the computer hardware, peripherals, services, and other equipment (collectively, the “Equipment”) that are set forth in one or more orders, purchase orders, or other ordering documents which expressly identify and reference these Terms and Conditions (each an “Order”). Each Order and these Terms and Conditions are collectively referred to as the “Agreement” and are a legally binding contract between Information and Computing Services, Inc. (“ICS”) and the customer identified in the Order (“Customer”).

These Terms and Conditions are incorporated into each Order as if fully set forth and stated therein. This Agreement may be accepted by Customer by Customer purchasing the Equipment stated in the Order or making a payment to ICS under the Order. This Agreement governs the purchase of Equipment and all future Equipment purchases unless this Agreement is terminated as set forth in Section 10 below, or if ICS updates or replaces this Agreement with new terms and conditions which are identified in future Orders. In the event of a conflict between the terms of these Terms and Conditions and the express terms stated in an Order, the terms of the Order shall control. If Customer does not accept these Terms and Conditions, then Customer should notify ICS, not accept the Order, or purchase the Equipment from ICS. Each Order is subject to the following terms and conditions:

1. Ordering Equipment. ICS agrees to sell to Customer, and Customer agrees to purchase from ICS, the Equipment set forth in the Order. Unless otherwise stated in the Order, Customer shall purchase the Equipment and any related services at ICS’s then prevailing rates and charges. ICS shall have the right to reject any Orders.

2. Delivery and Installation. ICS shall arrange for delivery of the Equipment to the Customer’s installation site on or before the delivery date agreed upon between ICS and Customer. In the absence of shipping instructions provided by Customer, ICS shall select a common carrier on behalf of Customer to deliver the Equipment. ICS shall not be responsible for delays in delivery which are beyond ICS’s reasonable control. If installation will be performed by the ICS, Customer shall undertake, at its own expense, to prepare and make the installation site available to ICS or its representative to install the Equipment. Following installation, ICS may present an acceptance certificate to Customer by which Customer will acknowledge receipt of the Equipment and/or its installation by ICS. Customer shall execute the acceptance certificate at such time.

3. Shipment. All shipments made pursuant to each Order are F.O.B. at the plant of each Equipment manufacturer or supplier, at which time and place title, risk of loss and possession will transfer to the Customer. Method and route of shipment is at ICS’s discretion unless Customer supplies explicit instructions otherwise. Customer shall be responsible for all shipping, handling, insurance, customs, duties and import fees, tariffs and taxes, and all other similar costs and charges (“Shipping Costs”). ICS reserves the right to pass any additional shipping expenses incurred from Customer’s shipping instructions to the Customer. All claims for loss, damage, or delay against the carrier must be made by the Customer.

4. Payment Terms.

4.1 Payments. Payments are to be made in U.S. funds. Any and all federal, state and local sales, use or personal property taxes assessed against the Equipment and any related services will be paid by Customer (“Taxes”). Payment terms are Due Upon Receipt unless otherwise agreed to by ICS. All payments made hereunder are non-refundable except as otherwise specifically provided for in this Agreement. Customers based within the United States agree to remit all payments via ICS’s online payment portal currently available at: <https://53.billdirectexpress.com/ebpp/RFSMART/>, and ICS will provide portal instructions prior to the first payment’s due date. The pricing set forth in each Order is based upon all Equipment being shipped within the United States. Pricing and discounts are valid for thirty (30) days from the date a proposed Order is first presented to Customer for acceptance, even if third party financing, via lease or otherwise, is involved. Pricing set forth in the Order does not include Shipping Costs or Taxes unless otherwise stated.

4.2 Billing Disputes. Customer shall have fifteen (15) days after the invoice date to contest in good faith the amounts charged and items listed on such invoice. After such fifteen (15) day period, all amounts shown as payable to ICS shall be deemed correct and all Equipment shall be deemed fully accepted by Customer unless properly and timely contested in writing by Customer. Past due uncontested amounts will bear interest of one and one-half percent (1½%) per month from the due date or the highest rate permissible by law, if less

5. Warranty.

5.1 Limited Warranty. ICS grants solely to Customer the following limited warranty (“Limited Warranty”): that Customer will acquire good and clear title to the Equipment being purchased hereunder, free and clear of all liens and encumbrances other than in favor of ICS for amounts owed to ICS pursuant to this Agreement.

5.2 Manufacturer Warranty. Customer has selected the Equipment to be purchased hereunder from ICS without any participation by ICS and not in reliance on any acts, statements or representations of ICS. It is expressly understood by Customer that if the Equipment is defective, inoperative, unfit, or unsatisfactory for any reason, Customer shall continue to make payments hereunder and shall not be relieved of its obligations to ICS hereunder, except as otherwise expressly provided for herein. To the extent transferable and provided Customer is not in default of any obligations hereunder, ICS agrees to assign and pass through to Customer solely for the purpose of making any claims for warranty repair hereunder, all equipment warranties, if any, received by ICS from the Equipment’s manufacturers, suppliers, and vendors. Customer shall not return any Equipment to ICS or to its Equipment manufacturers, suppliers or vendors without the prior written consent and instruction of ICS.

5.3 Warranty Limitations. OTHER THAN THE LIMITED WARRANTY SET FORTH IN SECTION 5.1 ABOVE, ICS MAKES NO OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS WITH RESPECT TO THE EQUIPMENT, DELIVERABLES, OR SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT (INCLUDING ANY ORDERS), WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITING THE

FOREGOING, THE EQUIPMENT AND ANY SERVICES ARE PROVIDED “AS IS” AND ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND ARE HEREBY DISCLAIMED BY ICS.

6. SOLE REMEDY FOR BREACH OF THE LIMITED WARRANTY. IF AT ANY TIME THERE IS ANY BREACH OF THE LIMITED WARRANTY, CUSTOMER’S SOLE AND EXCLUSIVE REMEDY SHALL BE AS FOLLOWS:

Customer shall deliver written notice to ICS of the breach, and ICS shall use reasonable efforts to correct such breach within forty-five (45) days or provide a mutually acceptable plan for correction by forty-five (45) days following the receipt of the Customer’s notice by ICS; however, if such breach is not corrected or the plan provided within such forty-five (45) day period, Customer may, upon delivering to ICS written notice of termination within seven (7) days after the expiration of the forty-five (45) day cure period, receive a refund for any Equipment which was not delivered in accordance with the terms of the Limited Warranty. **THE REMEDY SET FORTH IN THE PRECEDING SENTENCE SHALL CONSTITUTE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTY, AND SUCH REMEDY SHALL APPLY EXCLUSIVELY EVEN IF IT FAILS OF ITS ESSENTIAL PURPOSE.**

7. Security Interest.

7.1 Security Interest. Customer hereby grants to ICS a security interest in all the Equipment delivered hereunder and the proceeds thereof until the purchase price and all other liabilities due ICS by Customer have been paid in full. Customer shall execute any instruments or documents ICS deems appropriate to protect and perfect the security interest in the Equipment, and, in any event, a copy of this Agreement (including each Order) may be filed at any time after signature by Customer as a financing statement for the purpose of perfecting a security interest in the Equipment. In the event of default in payment or other breach by Customer, ICS shall have all rights and remedies of a secured creditor upon default as provided by applicable law. ICS’s principal address is 3563 Philips Hwy Suite F-601, Jacksonville, Florida 32207.

7.2 Default and Repossession. Time is of the essence in Customer’s performance under this Agreement (including each Order). In the event Customer shall default on an obligation hereunder and if such default remains uncured for a period of ten (10) days after written notice from ICS, then ICS shall have, among its other rights, the right to immediately terminate its obligations hereunder and demand payment of all amounts due and to become due from Customer, whereupon all such amounts shall become immediately due and payable and subject to interest as set forth in Section 4.2. ICS is also hereby authorized, without notice or demand, in a lawful manner and without breaching the peace, to enter any premises where the Equipment may be found and take possession and/or disable the Equipment. If ICS takes possession of all the Equipment at such time, all further rights and interests of Customer in the Equipment and under this Agreement shall terminate. No remedy hereunder shall be exclusive of any other remedy provided for herein or by law. The breach of any provision of this Agreement by ICS shall not be a defense to Customer’s obligation to return the Equipment or the remedies of repossession and disablement set forth herein.

8. Hardware Product Return Policies & Procedures.

8.1 Return Materials Authorization. If the Customer receives Equipment that it wishes to return to ICS, Customer shall contact ICS and request a Return Materials Authorization (“RMA”) form. The RMA form contains a RMA number and instructions for return. A RMA number is valid for 15 days from the date of issuance and is required for all returns. Customer will have 7 days from receipt of Equipment to claim a mis-shipment of Equipment, 15 days from the date of shipment of Equipment to request a RMA for any Equipment that is not DOA (as defined below), and 15 days from the date of shipment of Equipment to request a RMA for DOA Equipment. Configured Equipment may only be returned if found to be DOA. ICS will not accept returns of print heads, media, software, or service contracts, extended warranty contracts, or other service contracts relating to the Equipment. For purposes of this Agreement (including each Order), the term “DOA” means Equipment with non-field-repairable problems which render the Equipment unusable and not marketable in its current condition, such as faulty cords, unusually fast battery drains, inoperative keys, malfunctioning antennas/scanners and cracked/broken screens.

8.2 Return Packaging. If Customer receives a RMA and wishes to return Equipment, Customer shall re-package the Equipment exactly as received and shall use all original

packaging. The original Equipment boxes shall be undamaged and the Equipment shall be returned with all manuals, cables, warranty cards, and any other item included in the original shipment. The RMA number must be visible on all shipping labels and return documents. All returned items must arrive at the address stated on the RMA form within 15 days of the RMA issue date.

8.3 Customer Responsibilities on Returns. Customer is responsible for the condition of returned Equipment and for any costs incurred by ICS resulting from the Customer's misrepresentation of the condition of returned Equipment. Customer is responsible for all shipping and return costs, bears all risk of loss until delivery to ICS, and Customer shall insure all such returns for the full value of the items.

8.4 Processing of Returns. Manufacturers will not process returns of Equipment if: (i) any component sent with the original Equipment is missing; (ii) the condition of the returned Equipment has been misrepresented in any way; (iii) the returned Equipment has been damaged in any way; (iv) there is not a valid, visible RMA number on the shipping label and all return documents; (v) the Equipment is received more than 15 days after the date the RMA number is issued; or (vi) the Equipment is found to function normally after being returned. If a RMA is issued to Customer and Customer does not return the Equipment pursuant to this Agreement, the Customer shall be responsible for full and prompt payment of all amounts due under this Agreement (including each Order).

8.5 Credit Issuance for Returns. Credit for Equipment purchased from ICS on credit terms will receive a return credit posted to Customer's account when ICS receives credit for the returned Equipment from the manufacturer. Credit Equipment purchased with a credit card will receive a return credit to Customer's credit card once the ICS receives credit for the returned Equipment from the manufacturer.

8.6 DOA Equipment Returns. If Equipment is returned by Customer for being DOA and is tested by ICS and found to function normally, ICS may, in its sole discretion, charge Customer a \$50.00 "no problem found" fee. Equipment showing signs of use, wear, and/or tear caused by the Customer will not be accepted as DOA. For acceptable DOA gear, replacement equipment will be sent in advance, freight free via Ground transportation.

8.7 Restocking Fee. All Customer returns may be subject to a restocking fee. Restocking fees are based on the manufacturer's policy and vary based on the type of Equipment returned. A restocking fee of \$50.00 will be charged to Customer on all returns resulting from Customer error or non-DOA. No restocking fees will be charged for Equipment returned as DOA and validated by ICS as DOA.

8.8 Equipment that is discontinued/obsolete from the supplier does not qualify for return.

8.9 Non-DOA configured Equipment may not be returned.

9. Liability.

9.1 Limitation on Consequential Damages. CUSTOMER AGREES THAT NEITHER ICS NOR ITS OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, EMPLOYEES OR SHAREHOLDERS WILL BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY FOR ANY LOST REVENUE, PROFIT OR EARNINGS, DAMAGED GOODWILL, OR INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES.

9.2 Limitation On Damages. IN NO EVENT SHALL ICS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR A MONETARY AMOUNT GREATER THAN THE AMOUNTS ACTUALLY PAID TO ICS BY CUSTOMER UNDER THE ORDER FOR THE EQUIPMENT AND SERVICES GIVING RISE TO THE LIABILITY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

9.3 THE LIMITATIONS SET FORTH IN SECTIONS 9.1 AND 9.2 ABOVE SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF ICS HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

10. Termination. Unless otherwise stated in the Order, this Agreement shall be effective as set forth in the second paragraph above, and shall remain in full force and effect unless and until terminated in accordance with this Section. Either party shall have the right to terminate an Order in the event the other party breaches a material term or condition of this Agreement and such breach is not cured within thirty (30) days of its receipt of written notice of the breach from the non-breaching party, except in the case of a non-payment, which must be cured within ten (10) days of receipt of written notice. ICS shall have the right to terminate this Agreement and all Orders: (a) in the event of an uncured breach as set forth above in this Section; (b) in the event Customer terminates or suspends its business; (c) in the event Customer becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy, or similar official for any substantial part of its business or assets; or (d) in the event Customer shall avail itself of or become subject to any bankruptcy proceeding under the Federal Bankruptcy Code or any statute of any state relating to insolvency or the protection of the rights of creditors.

11. Miscellaneous.

11.1 Offer and Acceptance. All proposals, sales and purchases of goods and/or services identified in Orders between the parties shall be governed exclusively by these Terms and Conditions and the applicable Order. Customer acknowledges and agrees that any additional or differing terms or conditions contained on or in any purchase order, any proposals or acceptance of any proposal or any other ordering documents are for Customer's internal business use only, are not legally binding terms or a part of this Agreement or any Orders, and are and shall be automatically rejected and shall not become part of this Agreement or any Order for any purpose.

11.2 Entire Agreement Partial Invalidity. This Agreement, which includes these Terms and Conditions and each Order referencing these Terms and Conditions, constitute a legal binding agreement between Customer and ICS and is the complete and exclusive statement of the agreement which alone, fully and completely expresses the entire agreement between them and merges herein and supersedes all other agreements, discussion, understandings, proposals and all other communications between the parties, whether oral or written, relating

to the subject matter of this Agreement (including each Order). If any part, term, or provision of these Terms and Conditions or an Order shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement and the Order, the validity of the remaining portion or portions shall not be affected thereby.

11.3 Amendments, Interpretation, and Waiver. Any modification or waiver of any term or condition of this Agreement shall be effective only if in writing and signed by authorized representatives of both parties and this Agreement (including each Order) may not be amended or modified by any communications or agreements reached via electronic mail or any other informal or electronic methods of communication. No act, usage, course of dealing or custom shall be deemed as a waiver or to modify this Agreement. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be severed from this Agreement and ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of this Agreement or the application of the provision to the other parties or other circumstances. The failure or delay of any party in exercising any of its rights hereunder, including any rights with respect to a breach or default by the other party, shall in no way operate as a waiver of such rights or prevent the assertion of such rights with respect to any later breach or default by the other party. No party shall be deemed to have waived any rights under this Agreement by any action or inaction unless an express waiver is set forth in writing. The waiver of one breach or provision hereunder shall not constitute the waiver of any other or subsequent breach or other provision of this Agreement.

11.4 Assignment and Binding Effect. This Agreement shall be binding upon the parties and each of their respective successors and assigns. This Agreement may not be assigned by Customer without the prior written consent of ICS. This Agreement may be assigned by ICS at any time without the consent of Customer.

11.5 Notice. All notices, requests or demands permitted or required hereunder shall be in writing and shall be deemed delivered if delivered personally or sent via overnight delivery to the parties' mailing address set forth in the Order, and shall be effective upon actual delivery.

11.6 Governing Law and Venue. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Florida without giving effect to any conflict of law rules which may direct the application of the laws of any other jurisdiction. Any dispute arising out of or relating to this Agreement shall exclusively be brought in any court of competent jurisdiction located within Duval County, Jacksonville, Florida. Each party expressly waives any objections or defense based upon lack of personal jurisdiction or venue. The prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with any action or proceeding between ICS and Customer arising out of or related to this Agreement.

11.7 Force Majeure. No party shall be responsible to any other party for any delay in or failure of performance of its obligations under this Agreement to the extent attributable to causes beyond its reasonable control, including but not limited to acts of God, fires, floods, strikes, acts of any government or delays by carriers, provided that the party affected thereby gives the other parties prompt notice of the occurrence of any event which is likely to cause any such delay or failure and of its best estimate of the length of any delay and the possibility that it will be unable to resume performance.

11.8 Counterparts and Electronic Signatures. This Agreement may be prepared and signed in two identical and original counterparts. This Agreement may be signed in writing, or electronically, such as by inserting or utilizing an electronic signature, or using third-party software, such as Adobe Sign®. An electronic signature shall be binding to the fullest extent as if a printed signature was placed on a printed copy and shall be deemed the parties' original signatures for all purposes. In the event of a dispute where the law is unclear as to the treatment of electronic signatures, the parties agree the United States Electronic Signatures in Global and National Commerce Act (ESIGN) shall control.