

DHI COMPUTING SERVICE, INC. SALES ORDER TERMS AND CONDITIONS

1. **DEFINITIONS.** “**Seller**” means DHI Computing Service, Inc. a Utah corporation. “**Customer**” means the individual or enterprise purchasing product from Seller. “**Product**” means the goods offered or purchased and/or licensed or leased by Seller to Customer and/or the services purchased or offered by Seller to Customer. “**Offer**” means any quote, proposal, or offer to sell Product provided by Seller to Customer. “**Order**” means any purchase order or similar instrument issued by Customer to Seller to purchase the Product or the Customer’s acceptance of an Offer. Seller and Customer are sometimes referred to herein individually as a “**Party**” and collectively, as the “**Parties**”.

2. **OFFER AND ACCEPTANCE OF ORDERS.** The terms and conditions included in this “Terms and Conditions of Sale” document (hereinafter, this “**Agreement**”) apply to all Orders between Customer and Seller. Unless specifically agreed to in writing by a duly authorized representative of Seller, Seller objects to, and is not bound by, any terms or conditions that differ from or add to the terms and conditions specified herein. Seller’s failure to object to any Customer modification of terms and conditions or any other provisions contained in any communication from Customer—including, but not limited to, a Customer’s purchase order including conflicting terms, correspondence between the parties, or oral communications—does not waive any of the terms and conditions specified herein. Delivery of Seller’s written acceptance of an Order, Customer’s receipt of Product or Customer’s payment for Product, whichever occurs first, will conclusively demonstrate Customer’s unconditional acceptance of these terms and conditions.

3. **PRICES.** Unless stated otherwise in writing by Seller, all prices are stated in U.S. Dollars, and the prices included in an Offer are valid for a period of thirty (30) days from the date of Seller’s Offer. The prices offered apply only to the specific quantities, specifications, and delivery schedules set forth in Seller’s Offer. Any variation in quantity, specifications, or delivery schedules may necessitate a price and/or delivery schedule adjustment. Unless stated otherwise, all prices for are F.O.B. Seller’s place of shipment, as defined in the Uniform Commercial Code (“**UCC**”) as adopted by the State of Utah.

4. **PAYMENT.** Unless stated otherwise in writing by Seller, standard payment terms for Orders are net thirty (30) days from date of Seller’s invoice, with a 50% deposit due 14 days before shipment. Payment should be made via wire transfer, check or credit card. Payment terms, shipments, and performance of work are at all times subject to the approval of Seller. Each shipment is a separate transaction and payment must be made by Customer accordingly.

If, prior to shipment of Customer’s Order, Customer fails to fulfill the terms of payment of any prior invoice or billing statement submitted by Seller or, if in the opinion of Seller, Customer’s financial condition becomes impaired or unsatisfactory, Seller reserves the right to change, without notice, the terms of payment and/or delay or discontinue further shipments, without prejudice to any other available legal remedies, until past due obligations have been paid and Seller has received acceptable assurance regarding Customer’s prompt payment of future obligations. All amounts due to Seller but not paid by Customer on the due date bear interest payable by Customer to Seller in U.S. Dollars at a rate that is equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted under applicable law. Interest accrues on the balance of unpaid amounts as of the date on which portions of those amounts become due until the date payment is received by Seller. Customer will also be liable to Seller for any expenses incidental to collection of past due amounts, including reasonable attorney’s fees and other costs. In the event of Customer’s bankruptcy or insolvency, Seller is entitled to terminate any Order then outstanding and to receive reimbursement for termination costs and expenses as provided under Article 10, Termination for Default.

Non-payment constitutes a material breach of this Agreement. If financing terms are agreed between the Parties, the Customer agrees that in consideration of Seller’s agreement to finance the sale of the Product, Customer grants Seller a security interest in and to the Product and to any property or proceeds derived by Customer from the use of the Product (collectively, the “**Collateral**”) up to the full amount of Customer’s obligation to Seller, and Customer grants Seller all rights of a secured creditor under the UCC. Customer agrees to keep the Collateral free from any other liens or encumbrances and to execute any other documentation or instrument necessary to perfect Seller’s security interest in the Collateral.

5. **TAXES.** In addition to any other amounts owed according to the Order or as otherwise required by this Agreement, Customer agrees to pay when due (or reimburse Seller for) all sales or value added taxes, use taxes, stamp taxes, consumption taxes, registration taxes, turnover taxes, and other taxes or duties which Seller is at any time obligated to pay or collect in connection with this Agreement, except any taxes based on Seller’s net income; and, Customer agrees to comply with all requirements for filings or declarations necessary in Customer’s jurisdiction of use.

6. **SHIPMENT OF PRODUCT AND RISK OF LOSS; PACKING.** Except as otherwise noted on an Order, all shipments by Seller are F.O.B. Seller’s place of shipment, as defined in the Uniform Commercial Code. Risk of loss for Product will transfer to Customer upon Seller presenting Product to carrier at the shipment point. If Seller prepays shipping, insurance, or other related costs, Customer agrees to reimburse Seller promptly for the actual costs incurred by Seller. Seller’s prices for Product include Seller’s standard commercial packing and packaging. Any non-standard or special packing or packaging requirements will be paid for by Customer.

7. **INSPECTION AND TESTS.** All Product manufactured by Seller is subject to Seller’s standard inspection processes. Seller warrants that any Product manufactured by third parties will be delivered to Customer in the same or equivalent condition as it was provided to Seller by the original equipment manufacturer (“**OEM**”). Third party OEM products are covered only by OEM warranties (if any). Additional inspection or testing requirements are at Customer’s sole expense.

8. **EXPORT COMPLIANCE; FOREIGN CORRUPT PRACTICES ACT.** The Product sold under this Agreement is sold for use by the Customer only and solely within the legal jurisdiction identified by the Customer as its address. Customer agrees that in the case of any subsequent disposition of the Product or transfer in any manner (including any resale, export, or re-export of the Product), Customer will comply with all applicable export regulations, export licensing requirements, and similar restrictions under applicable law, including—without limitation—the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1 through 78dd-3.

9. **DELIVERY SCHEDULES AND FORCE MAJEURE.** Shipping dates are approximate and require prompt receipt of Customer-furnished information and material (if applicable). Seller is not liable for damages, costs, or penalties related to late deliveries. Without limiting the foregoing, Seller is not liable for delays due to force majeure, including, but not limited to, weather conditions, acts of God, acts of civil or military authorities, fires, strikes, floods, earthquakes, epidemics, quarantine restriction, war, terrorism, riot, supplier or vendor delays, or any other causes beyond the reasonable control of Seller. In the event of such delay, Seller will provide reasonable notice to Customer and the date(s) of delivery will be deferred for a period commensurate with the time lost due to the delay. If the excusable delay under force majeure continues for more than ninety (90) days, Seller and Customer will each have the option of terminating the affected Order(s). If Seller’s production is curtailed for any of the above reasons so that Seller is unable to deliver the full quantity of Product scheduled

for delivery to Customer, Seller may reasonably allocate available Product among its various customers then under order for similar Product. When such allocation has been made, Customer will be notified of the estimated quota made available.

10. **TERMINATION FOR DEFAULT.** Either Party may terminate the Order if the other Party breaches a material provision of this Agreement or of the Order. In the event that a Party (the “**Defaulting Party**”) is in breach of a material provision of this Agreement or the Order, the other Party (the “**Non-Defaulting Party**”) will submit a written cure notice to the Defaulting Party advising of such breach, except in the case of an automatic termination. The Defaulting Party will have fifteen (15) days to cure the breach. If the Defaulting Party does not cure the breach within the fifteen (15) day period, the Non-Defaulting Party may terminate the Order.

11. **CHANGE ORDERS AND AMENDMENTS.** All change order requests must be submitted by the Customer to the Seller in writing and will not be effective unless and until Seller consents in writing to the change(s). Seller will advise Customer in writing of the price and/or delivery schedule impact, if any, of the change request. Seller’s acceptance of changes will be subject to Customer’s agreement to any price and/or delivery schedule adjustments.

12. **LIMITED WARRANTY; DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL WARRANTIES WITH REGARD TO THE PRODUCT, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE EQUIVALENT OF SUCH LEGAL DOCTRINES UNDER LOCAL LAW.

13. **NO LIABILITY FOR OTHER DAMAGES.** Without limiting the foregoing, and to the maximum extent permitted by applicable law, in no event shall Seller be liable for any special, incidental, indirect, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Product, even if the Seller has been advised of the possibility of damages. Seller may provide non-warranty service or repairs without admission of any liability, and Seller may charge Customer fees or expenses for any requested non-warranty work.

14. **RETURN AUTHORIZATIONS.** Customer will promptly notify Seller of any nonconformance(s) in the Product and afford Seller a reasonable opportunity to inspect such Product. No Product may be returned without Seller’s prior written authorization. Once Seller’s authorization is obtained, Customer will return defective Product transportation and insurance prepaid per Seller’s instructions. Failure to follow Seller’s return procedures may result in lost Product, delays, restocking charges, warranty denial, or refusal of a shipment. Seller has the right to reject Product returned without Seller’s prior written authorization. Authorizing a return does not necessarily mean that a credit will be approved or that the evaluation or repair will take place without a fee.

15. **INDEMNIFICATION.** Customer will indemnify the Seller against all claims, judgments, and costs, including attorney fees, relating to any damages to Seller as a result of Customer’s use of the product, including—without limitation—claims regarding Customer’s infringement of patents, designs, copyrights, or trademarks.

16. **ENTIRE AGREEMENT.** This Agreement and any Order, when accepted by Customer in accordance with the terms hereof, constitutes the entire agreement between the Parties with respect to the purchase and sale of the Product covered hereby.

17. **DATA PRIVACY.** If data privacy regulations apply, Customer consents to allow Seller to collect and process Customer’s personal

information, which may include, but is not limited to, Customer’s contact information, including postal address, email address, telephone number, ordering and account details, and other related information. Customer further agrees to allow Seller to store such information in its computer servers based in the United States. Seller will only use this personal information to fulfill the purposes of providing services under this Agreement and will not sell Customer’s personal information or share it with any third parties, except as needed to comply with this Agreement as required by law as determined by Seller in its reasonable judgment, without Customer’s prior consent.

18. **APPLICABLE LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by the laws of the State of Utah, USA. If this Agreement is presented in a dual language format, and if there is any discrepancy or ambiguity in the interpretation hereof, the English language version shall be authoritative and controlling. This Agreement will not be governed by the United Nations Convention on contracts for the International Sale of Goods, the application of which is expressly excluded. Any controversy or claim arising out of or relating to this Agreement that cannot be mutually settled shall be determined by arbitration in accordance with the Commercial International Arbitration Rules (the “Rules”) of the International Centre for Dispute Resolution of the American Arbitration Association. Such arbitration shall be conducted before a single arbitrator appointed in accordance with the Rules. The arbitration shall be conducted in the English language. If the Customer is located in North or South America, the place of arbitration shall be in the State of Utah. If the Customer is located outside of North or South American, the place of arbitration shall be in any European Union Member State (“EUMS”), or in any other jurisdiction granting equivalent EUMS protection, as decided by both parties. Any decision rendered by the arbitrator shall be final and binding on the parties, and judgment thereon may be entered by any court of competent jurisdiction. The parties expressly agree that the arbitrator shall be empowered to award and order equitable or injunctive relief with respect to matters brought pursuant to this provision. All awards shall be in U.S. dollars. The expenses of the arbitration proceeding, including the expenses and fees of the parties’ witnesses and legal counsel, of the appointing and of the arbitrator, shall be paid by the non-prevailing party unless otherwise stated in the award.

19. **END USER LICENSE AGREEMENTS.** Customer agrees to abide by applicable End User License Agreements (“EULA”) if the Product described herein includes the use of any SOFTWARE PRODUCT, and any EULA thus used in conjunction with this Agreement is incorporated herein by this reference. Neither this Agreement nor any EULA entitles the Customer to upgrades or new releases of any SOFTWARE PRODUCT, except those provided by the Seller as required by warranty. If the Product includes an acquisition or licensing of any upgrade or new release of any SOFTWARE PRODUCT for a price indicating that it is an upgrade, Customer warrants that it is properly licensed to use the original SOFTWARE PRODUCT identified by Seller as being eligible for an upgrade. Seller may update any EULA from time to time. You understand and agree that if you pay for or use any upgrade or new release of any SOFTWARE PRODUCT after the date on which the EULA changed, your payment for or use of the SOFTWARE PRODUCT shall constitute acceptance of the updated EULA.

20. **DISCLOSURE, ENDORSEMENT, CONFIDENTIALITY.** Customer shall not disclose to any third party the terms and conditions of, or any other information related to, this Agreement. Customer agrees to not disclose any confidential information of Seller, including Seller’s know-how, trade secrets, business plans, personnel information, financial information, specifications, computer systems, software source code, system logic, and all proprietary and other information of a confidential nature.

21. **ASSIGNMENT.** Customer may not assign or transfer this Agreement or any Order, in whole or in part, without the prior written approval of Seller and any attempt by Customer to assign this Agreement in violation of this Article shall be null and void.

22. MISCELLANEOUS. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The subject headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any provision hereof.

4852-0025-2095