



PROCUREMENT TERMS AND CONDITIONS

Last updated on October 2, 2025

In the absence of a previously signed Terms of Services (“ToS”), this “Procurement Terms and Conditions” as set out below governs the supply of Products and Services from Atlas Technica LLC acting on its own behalf and as agent for each current and future Atlas Affiliate (*collectively* “Atlas”, “us”, “our”); and the “Client” (acting on its own behalf and as agent for each current and future Client Affiliate) as defined below and specified in one or more applicable “Procurement Quotes” (“Client”, “you”, “your”). These Procurement Terms and Conditions will replace all earlier Atlas Procurement Terms and Conditions, and any conditions contained in any document used by you and purporting to have contractual effect. Your acceptance of any Products from Atlas indicates your acceptance of these Procurement Terms and Conditions and our rejection of any other terms or conditions contained in any of your documents (which, if construed to be an invitation/offer, is hereby rejected). These ToS are subject to change and are effective upon Atlas posting the updated Terms to the Atlas Schedules site [<http://www.atlastechnica.com/atlas-schedules>].

For those entities with a previously signed ToS:

- i. This “Procurement Terms and Conditions” forms part of the *Terms of Services* (“ToS”) between Atlas Technica LLC acting on its own behalf and as agent for each current and future Atlas Affiliate (*collectively* “Atlas”, “us”, “our”); and (ii) “Client” (*as detailed in the respective ToS*) acting on its own behalf and as agent for each current and future Client Affiliate.
- ii. The terms used herein shall have the meanings as set forth herein. Capitalized terms not otherwise defined herein shall have the meaning given to them in the ToS. Except as modified below, the terms of the ToS shall remain in full force and effect. In the event of any conflict between this Procurement ToS and the ToS, the terms of the ToS shall govern.
- iii. In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an addendum to the ToS. Except where the context requires otherwise, references herein to the ToS are to the ToS as amended by, and including, this addendum.

1. Definitions: Unless otherwise defined herein, capitalized terms used herein shall have the following meaning:

“Affiliates” means any entity now or hereafter in Control, Controlled by or in common Control with a Party (*with Control meaning the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be interpreted accordingly*);

“Applicable Law” means any applicable federal, state, county, and local law, ordinance, regulation, rule, code, and order;

“Client” means the individual or organization that buys and uses the Products and/or Services;

“Order Confirmation” means Atlas’s confirmation of your order in respect of the Products and/or Services;

“Products” means computer hardware, peripherals, accessories, Software and other goods or services;

“Services” means the activities, services, functions and responsibilities described in your Order Confirmation;

“Software” includes all relevant computer software, documentation, manuals, printed and written matter as supplied to you from time to time by Atlas or Atlas Affiliates or Supplier;

“Supplier(s)” means Atlas’s suppliers.

2. Quotations / Pricing:

- 2.1. Quotes from Atlas are applicable for the period specified in the quote. Unless otherwise agreed to in writing by Atlas, quotes are invitations/offers to tender and are subject to change at any time without notice. All information relating to Atlas pricing is proprietary and confidential and you will keep such information confidential. Atlas quotes based upon information provided by the Client. All prices shall be in the currency indicated on the quote unless otherwise specified.
- 2.2. Client may purchase Products at the prices prevailing at the time of shipment, as determined by Atlas. Quoted prices are subject to change without notice and, unless specifically included in a quote or invoice, do not include any taxes, handling, shipping, transportation, duties or other charges or fees. Client is responsible for all applicable fees and all federal, state, provincial, municipal, custom duties, and other government taxes (such as sales, use, value-added, and similar taxes) on the sale and delivery of Products. Client must present to Atlas exemption certificates, valid in the place of delivery, prior to shipment. If Client is offered special pricing for certain orders and such pricing is made available to Atlas by a Supplier, Client will adhere to the applicable special pricing terms and conditions provided by the Supplier. Client agrees to pay any service fees charged for Atlas's pass through of special pricing and other Supplier driven benefits Client may receive, including any marketing funding, price protection and individual rebates, and agrees that pass through and payment of such benefits will be subject to Atlas having received the benefits from Supplier. The special pricing terms may require Client to comply with certain requirements including without limitation: (i) the disclosure of Client information to Atlas and the Supplier for the purpose of end-user verification; and (ii) the submission of copies of Client invoices, purchase orders or shipping documents to Atlas and the Supplier. Subject to the special pricing terms and conditions applicable for the individual Supplier and Products, breach of the special pricing terms and conditions may entitle Atlas and/or the Supplier to reclaim and invoice Client in full for all discounts, rebates and other special price conditions granted to Client under the special pricing terms and conditions or special price.
- 2.3. Prices are subject to change by Atlas for any reason, including (a) upon Your rescheduling or reconfiguration of orders, or (b) in response to Supplier's price increases or if a price has been quoted in error, whereupon You may cancel the undelivered portion of any affected order by delivering written notice to Atlas prior to the shipment thereof and within 10 days of Your receipt of notice of the price increase. Atlas may assign its accounts receivable. In order to defray the cost of Your account administration, any amount owed to You which remains unclaimed by You for a period of 12 months will become the property of Atlas. If a delay is caused by You, Atlas reserves the right to apply a penalty.

3. **Orders.** For all your purchases from Atlas additional terms and conditions may apply to the purchase of certain Products as specified with the description of the particular Product. Client's orders are offers to purchase Products subject to these Procurement Terms and Conditions. All orders are subject to Atlas's acceptance. Atlas may decline or cancel any order for any reason at any time prior to acceptance, which occurs at time of shipment, or as otherwise specified in these Procurement Terms and Conditions. Atlas's acceptance of Client's order is limited to these Procurement Terms and Conditions without any modification or exception. Additional terms and conditions on any Client document (e.g., order) will have no effect and will not change or add to these Procurement Terms and Conditions whether or not Atlas specifically objects to those terms and conditions. All accepted orders are binding. Client may not cancel or amend any accepted order without Atlas's written consent, except in the event of a material default by Atlas with respect to such order which has not been cured by Atlas within a reasonable period of time, but not less than 10 days, following receipt of written notice from Client of such default. Any cancellation by Client permitted under these Procurement Terms and Conditions must be in writing and specify in reasonable detail the nature of the default. Orders for non-standard Products, including Products configured to Client's specifications, are non-cancelable and non-returnable.

4. Payment.

By default Terms of payment are due upon receipt; prices do not include any taxes, freight, handling, duty, tariffs, or other similar charges, payment of which will be solely your responsibility; provided each party will be responsible for taxes based on its own capital, net income, gross receipts, employment taxes of its own employees, and for taxes on any property it owns. Prices are conditioned upon timely payment, and any past due balance will accrue interest at the monthly rate of 1.5%. If Atlas accepts credit cards for payment, Client acknowledges that ALL PRICES SHOWN "CASH PRICES" AND REFLECT A PAYMENT MADE BY CASH, COMPANY CHECK, BANK MONEY ORDER, CERTIFIED CHECK, OR WIRE TRANSFER. PAYMENT BY ANY OTHER MEANS MAY INCUR ADDITIONAL FEES. Client represents and warrants that: (i) it is the owner of or is authorized to use the credit card and authorizes Atlas to charge the credit card for all transactions, unless otherwise specified; (ii) all of Client's employees and agents placing orders on behalf of Client are duly authorized to commit Client and will be able to make purchases using Client's saved card; and (iii) Client will be liable for any transactions made on Client's account. Client is responsible for monitoring orders on a daily basis. If Atlas extends credit to Client, Client will be invoiced on the agreed upon terms and agrees to pay all charges according to the payment terms established in each invoice for Products it acquires from Atlas.

Client waives any right it may have at law, in equity, under contract or otherwise to set-off or exercise any similar remedy against Atlas in whole or in part, any sum that Atlas or any of its subsidiaries may owe Client. Atlas may apply payments to any of Client's accounts. If Client defaults on any payment to Atlas, Atlas may reschedule, suspend, or cancel any outstanding delivery or order and declare all outstanding balances under all invoices immediately due and payable. Client agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected. Client must pay to Atlas all costs and expenses, including without limitation, reasonable attorneys' fees and the fees of any collection agency and court costs (whether incurred prior to, during, or subsequent to trial), bankruptcy, or other creditor's rights proceedings, incurred by Atlas in exercising any of its rights or remedies under, or enforcing any of the terms, conditions or provisions of, these Procurement Terms and Conditions. Except as otherwise provided under applicable law, any credits provided by Atlas will automatically expire if not used within 12 months.

If Client elects to use a third-party payment processor to remit the payment, Client explicitly agrees that all payment processing and/or transaction fees (if any) shall be paid by the Client. Unless otherwise specifically agreed to by Atlas in writing, Atlas does not offer price protection.

Client shall provide all financial information reasonably requested by Atlas from time to time for the purpose of establishing or continuing Client's credit limit. Client agrees that Atlas shall have the right to decline or extend credit to Client and to require that the applicable purchase price be paid prior to shipment. At any time, Atlas may change the terms of Client's credit. Atlas, at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. Notwithstanding any "net" payment provisions specified on the invoice, Atlas shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by Atlas at any time and without prior notice.

- 4.1. Automatic Renewals and Recurring Services: For Products made available on a subscription or recurring term basis ("Subscriptions"), Client agrees that Atlas may invoice Client for automatic renewals and Subscriptions, using Client's initial purchase order number as authorization for subsequent invoices until Client properly cancels the applicable Subscription. Client further acknowledges that Client's obligation to pay is not conditioned on: (a) Atlas's invoice for Products, (b) Client's placement of a renewal purchase order, or (c) Client's receipt of a renewal order from Atlas.

4.1.1. Consumption-Based Subscriptions: For Subscriptions that are billed on a consumption basis, Atlas

may set minimum allotted consumption entitlements (“Minimum Usage”) and/or maximum allotted consumption entitlements (“Maximum Usage”). If Client consumes less than the Minimum Usage for a particular billing period, Atlas shall invoice Client and Client shall pay the applicable fee for the entire Minimum Usage amount regardless of actual usage. If Client consumes more than the Maximum Usage for a particular billing period (“Overage”), Atlas shall invoice Client and Client shall pay the applicable fees for the Maximum Usage plus any applicable fees for the Overage amount.

4.1.2. Licensing: Atlas shall bill licenses based upon the actual number of active Users; provided, for licensing of third-party services that are resold by Atlas, Atlas shall bill the greater of (i) the number of active Users documented in the Atlas Portal; or (ii) the number of active licenses as documented in the respective third-party’s systems. For licensing that Atlas secures on a Month-to-Month (“MTM”) basis, Client shall be billed for the entire then current active month for any User/license removed mid-month. For licensing that Atlas secures with a minimum commitment/term (e.g. annual, etc) and bills Client on a recurring monthly or annual basis, Client shall be billed for the remaining value of the then active term for any license/User removed prior to the end of the then current active term.

4.2. Currency: All payments shall be made in the currency indicated on the invoice unless otherwise specified. Client acknowledges and agrees that if any amount due Atlas is payable in U.S. Dollars, any payment by Client in local currency or the receipt by Atlas of local currency as a consequence of enforcement procedures against Client will be deemed (a) an authorization for Atlas to use that local currency to purchase U.S. Dollars or, (b) if such purchase is prohibited by local law, an authorization to purchase appropriate bonds or other instruments and export them from the Client's country in order to convert the currency into U.S. Dollars and apply the proceeds to the payment of any amounts owed to Atlas by Client. Client is responsible for any deficiency as a result of conversion of payment into U.S. Dollars.

5. **Shipment.** Terms are FCA Atlas's facility (INCOTERMS 2020), and Atlas may select a carrier. Atlas's responsibility for any loss or damage ends, and title passes, when products (including software, hereafter, "Products") are tendered or delivered to the carrier, to You, or to Your agent, whichever occurs first. You shall pay for storage charges if Atlas holds Products at Your request for up to a maximum of 60 days, and You agree to accept delivery or tender of Products upon completion of such period. Atlas retains a purchase money security interest in Products sold to You and in the proceeds of any resale of such Products until Atlas's invoices to You have been paid in full. All deliveries of hardware Products to destinations in the United States, excluding its territories and possessions, will be made FOB origin Atlas's designated location and deliveries of Products to destinations outside of the United States will be made Ex Works (Incoterms 2020). Title to and risk of loss, damage or delay to Products (except for software and services) will pass to Client upon Atlas's tender of the Products to the transportation provider. After transportation of a shipment of Products from Atlas has commenced, Client will not divert the shipment to a different consignee or destination point without Atlas's written approval. If Atlas arranges transport on Atlas's account, transportation will be arranged and charges will be added to Client's invoice in accordance with Atlas's transportation policy at the time of shipment unless waived by an authorized representative of Atlas in writing. Atlas is not responsible for spotting, switching, demurrage or other transportation charges unless agreed in writing. Atlas is not liable for any delays in delivery or for partial or early deliveries. If Client directs Atlas to charge transportation fees to a third-party account number or to ship "freight collect", Client is responsible for all transportation and accessorial charges associated with the order and remains responsible for cargo loss and damage in transit claims with the transportation provider. Atlas is not liable for any Client requirements not stated in these Procurement Terms and Conditions. Client or the consignee receiving delivery must accept deliveries of all shipments, including partially damaged or "short" shipments, and must inspect the Products and secure written acknowledgement from the transportation provider for any shortages, loss, damage or nonconformance. Client must notify Atlas in writing within three days of receipt of any delivery of any shortages or non-conforming Products. If Client fails to notify Atlas with such three-day period of any shortages or non-conforming Products, the Products will be considered accepted.
- 5.1. **Cargo Claims:** Client will have the exclusive responsibility for filing claims for cargo loss, damage or delay ("Cargo Claims") with the appropriate transportation provider. Upon Client's written request, Atlas will assist Client in filing Cargo Claims with the transportation provider; such assistance to be limited to furnishing Client such information and documentation needed to establish the quantity and condition of the hardware Products at origin. Client will file Cargo Claims in writing with the appropriate transportation provider within three months of delivery of the shipment or, in the case of delay or non-delivery, within six months of the date the shipment should have been delivered. Lawsuits for cargo loss, damage or delay must be filed no later than 12 months from the date a claim is denied, in whole or in part, by the transportation provider.
6. **Warranty.** To the extent provided by Atlas's supplier(s) ("Supplier(s)"), Products, services, and the components and materials utilized in any assembled or customized Products or services are subject to Supplier's standard warranty, which is expressly in lieu of any other warranty, express or implied, by Atlas or Supplier. Your exclusive remedy, if any, under these warranties is limited, at Atlas's election, to: (a) refund of Your purchase price, (b) repair by Atlas or Supplier(s) of any Products or services found to be defective, or (c) replacement of any such Product or reperformance of any services. If there is no Supplier warranty, You take all such Products and services "as-is" without any warranty. You acknowledge that except as specifically set forth herein, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND BY SELLER, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS OR SERVICES, THEIR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NONINFRINGEMENT, OR OTHERWISE. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY FOR SUPPLIERS' PRODUCT OR SERVICE SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO SELLER.

Client acknowledges that Atlas is not the manufacturer of the Products. Product warranties, if any, are provided by the manufacturer of the Products. ATLAS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO ANY PRODUCT OR SERVICE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALL INFORMATION IS PROVIDED TO CLIENT "AS IS." To the extent authorized, Atlas will pass through to Client any transferable Product warranties, indemnities, and remedies provided to Atlas by the Supplier or manufacturer including any warranties and indemnities for intellectual property infringement. Client's, its affiliates', sole and exclusive remedy relating to the Products will be the remedy afforded by the applicable Supplier or manufacturer of such Products to such parties. Atlas Services will be detailed in a separate quotation or SOW. Any applicable warranty period for Atlas Services will be specified in the ToS (if applicable), service description or SOW. Client is solely responsible for the accuracy of all shipment and delivery instructions to Atlas. Under no circumstances will Atlas be obligated to investigate, validate, confirm or reconfirm Client's delivery orders, shipment or delivery instructions or the identity of consignee/receiving personnel at destination, nor will Atlas be liable for incorrect or inaccurate shipment instructions or consignee or destination information. Notwithstanding anything to the contrary in this Procurement Terms and Conditions, the performance of any value added service may void the Supplier's or manufacturer's warranty. Orders incorporating such services may become non cancelable and the Products non returnable. Any third-party value added service provider is deemed to be Your agent. Atlas will have no liability for any technical advice offered or given

ATLAS IS NOT RESPONSIBLE FOR AND HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CLIENT, ITS AFFILIATES, THEIR CLIENTS, OR ANY OTHER PARTY, FROM OR AGAINST ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION, INCLUDING ANY DAMAGES, COSTS OR EXPENSES INCURRED BY SUCH PARTIES, ARISING FROM OR RELATING TO THE ACTUAL OR ALLEGED PRODUCT LIABILITY, BREACH OF SECURITY, LOSS OF DATA, OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS RELATED (DIRECTLY OR INDIRECTLY) TO THE MANUFACTURE, SALE, OR USE OF THE PRODUCTS OR SERVICES. Client warrants that it has all necessary legal rights to all intellectual property it provides to Atlas. CLIENT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS ATLAS, ITS AFFILIATES, AND ITS VENDORS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) ARISING OR RESULTING FROM CLAIMS, DEMANDS, ACTIONS OR PROCEEDINGS OF ANY KIND ("CLAIMS") ARISING FROM OR RELATING TO: (i) CLIENT'S USE OF PRODUCTS OR SERVICES IN A MANNER OTHER THAN AS SPECIFIED IN PRODUCT DESCRIPTIONS OR SPECIFICATIONS; (ii) ATLAS'S OR ITS VENDOR'S COMPLIANCE WITH DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS PROVIDED BY CLIENT; (iii) CLIENT'S BREACH OF THESE PROCUREMENT TERMS AND CONDITIONS OR OTHER AGREEMENT WITH ATLAS, ANY CLAIMS BY ANY EMPLOYEE OR AGENT OF CLIENT AGAINST ATLAS, OR ACTS OR OMISSIONS OF CLIENT, ITS AFFILIATES, ITS AGENTS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS; OR (iv) VIOLATION OR ALLEGED VIOLATION OF ANY APPLICABLE LAWS OR REGULATIONS BY CLIENT OR ITS AFFILIATES.

7. **Limitation of Liability.** Atlas will have no liability for: (i) failure to allocate or reserve any Product or Service for Client; (ii) failure to deliver Products or Services within a specified time period; (iii) availability and/or delays in delivery of Products or Services; (iv) discontinuation of Products or Services, product lines, or any part thereof; (v) cancellation of any orders; (vi) shortages on shipments of Product shipped under seal where the seal is not intact upon delivery by the transportation provider; or (vii) any damages due to any failure or delay in its performance as result of any events beyond its reasonable control. In its sole discretion, Atlas may allocate, defer, delay, or cancel the shipment of any Product without liability. THE ONLY LIABILITY ATLAS WILL HAVE WITH RESPECT TO ANY DAMAGED OR DEFECTIVE PRODUCTS WILL BE THE RETURN RIGHTS DESCRIBED HEREIN. CLIENT AGREES THAT ATLAS'S LIABILITY FOR DAMAGES ARISING UNDER THESE PROCUREMENT TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL BE LIMITED TO ACTUAL, PROVEN, DIRECT DAMAGES AND WILL NOT EXCEED THE NET AMOUNT PAID TO ATLAS BY CLIENT FOR THAT PRODUCT WHICH IS THE SUBJECT OF THE CLAIM. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WAIVES ANY CLAIMS, DEMANDS, CAUSES OF ACTION, OR RECOVERIES FOR: (a) ANY INADEQUACY, DEFICIENCY, OR DEFECT IN ANY PRODUCTS OR SERVICES (WHETHER OR NOT COVERED BY ANY WARRANTY), (b) THE USE OR PERFORMANCE OF ANY PRODUCTS OR SERVICES; or (c) INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SALE OF THE PRODUCTS, THE SERVICES, FAILURE TO PERFORM IN ACCORDANCE WITH THE PROCUREMENT TERMS AND CONDITIONS, OR ANY PRODUCTS, SERVICES OR INFORMATION, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INJURY TO PERSONS OR PROPERTY, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION OR LOSS OF GOODWILL, LOSS OF DATA, OR SECURITY BREACH, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, AND EVEN IF ATLAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY TORT OR STATUTORY CAUSES OF ACTION. CLIENT EXPRESSLY WAIVES ALL CLAIMS FOR THOSE DAMAGES. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THESE PROCUREMENT TERMS AND CONDITIONS. THE OBLIGATIONS OF ATLAS INC. AND ANY OF ITS SUBSIDIARIES UNDER THESE PROCUREMENT TERMS AND CONDITIONS ARE THE SEVERAL OBLIGATIONS OF EACH SUCH ENTITY, AND NOTHING HEREIN WILL CREATE ANY JOINT AND SEVERAL LIABILITY BETWEEN OR AMONG ATLAS AND ANY OF ITS SUBSIDIARIES.

8. **Returns.** Products or services are deemed accepted by you unless you notify Atlas of shortages, damage, or defects in writing within 10 days of delivery of Products or performance of services. All returns or refunds must comply with Atlas's then current return policies. All Orders that are: (i) Products damaged after receipt; (ii) identified by Atlas as non-standard or "NCNR"; or (iii) custom Orders based upon Client supplied specifications/configurations are non-cancelable and non-returnable, as well as the prices and fees are non-refundable. Client must obtain a valid return merchandise authorization number ("**RMA**") from Atlas for all returns prior to returning any Product. Atlas has no obligation to issue RMAs. Client is responsible for ensuring that the RMA is clearly visible on the address label of the Product packaging and for complying with all other Atlas requirements provided to Client when the RMA is issued. Unless otherwise agreed in writing by Atlas, all Product returns from Client are FOB destination Atlas's designated facility, and title and risk of loss will transfer to Atlas upon receipt and acceptance of returned Products at Atlas's facility. Atlas may refuse delivery of any package without a valid, clearly visible RMA. Unless otherwise approved by Atlas in writing or for defective or damaged Products, all Products must be returned with the original packaging intact (including manufacturer's shrink wrap) and otherwise in unused, resalable condition, including, but not limited to all accessories included originally. Credit will be provided for Product returned in accordance with Atlas's return policies at the time the RMA is issued. If Client refuses to accept tender or delivery of any Products or returns any Products without authorization from Atlas, Atlas shall hold such Products awaiting your instructions for 20 days, after which Atlas may deem the Products abandoned and dispose of them without crediting your account. You warrant that any Products returned are the original Products Atlas shipped to you and are unaltered. The right to return as set forth herein shall constitute Atlas's sole liability and Client's exclusive remedy in connection with any claim of any kind relating to the quality, condition, or performance of any Product, whether such claim is based upon breach of contract, warranty, negligence or other tort, breach of any statutory duty, indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.
9. **Intellectual Property / Indemnification.** All rights in intellectual property owned or licensed by Atlas or Supplier are hereby reserved and deemed restricted or limited. Atlas makes no representation or warranty with respect to such rights and will have no liability in connection with them. You agree to comply with all requirements with regard to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating, reverse engineering, or disclosing the same), even if Atlas has broken the seal on any "shrink wrapped" software. If You provide Atlas with any intellectual property, You represent and warrant that You have all necessary legal rights to provide such intellectual property, and Atlas's use or sale of such intellectual property will not infringe the proprietary rights of any third party. You shall indemnify Atlas against and defend and hold it harmless from all liability, cost, or expense arising out of or relating to any (a) breach or alleged breach of these terms and conditions, (b) allegation or claim, including infringement claims, that arise from Your use of Products or services in combination with other Products or services, or (c) alleged or actual infringement of any intellectual property rights provided by You to Atlas
10. **Confidential Information.** In furtherance of a business relationship between Client and Atlas ("**Purpose**"), each party (the "**Discloser**") may disclose to the other (the "**Recipient**") non-public or proprietary information of the Discloser ("**Confidential Information**"). Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its and its subsidiaries' and affiliates' employees, directors, agents or third-party representatives and contractors who need to know it and if they have agreed with either party in writing to keep information confidential or who are otherwise bound to maintain the confidentiality of such Confidential Information on terms at least as protective as those set forth herein.

Confidential Information does not include information that: (i) was known to Recipient without restriction before receipt from Discloser; (ii) is publicly available through no fault of Recipient; (iii) is rightfully received by Recipient from a third party without a duty of confidentiality; or (iv) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice.

The terms of this Section 10 will become effective upon Client's acceptance or deemed acceptance of these Procurement Terms and Conditions and will continue in effect during the duration of any discussions or furtherance of the Purpose. Upon termination of Client's business relationship with Atlas or last disclosure of Confidential Information by a Discloser, whichever occurs later, this Section 10 will be deemed terminated, however, each of our respective obligations with respect to any previously disclosed or obtained Confidential Information will continue with respect thereto until one or more of the conditions in the preceding paragraph of these Procurement Terms and Conditions becomes applicable to any such Confidential Information.

Each of us acknowledges and agrees that monetary damages may not be an adequate remedy in the event of a breach of this Section 10 by the Recipient. Accordingly, Client and Atlas agree that the Discloser, as a non-exclusive remedy, shall be entitled to seek equitable relief, including injunction and specific performance, in the event of breach of this Section 10 of these Procurement Terms and Conditions; provided that the Discloser posts a bond or other security as required by the court. Nothing herein waives any right, remedy, defense, or requirement under Applicable Law.

Promptly upon termination of this Section 10, the Recipient agrees to return or destroy all Confidential Information that the Discloser made available to the Recipient. Notwithstanding the foregoing, the Recipient may keep archival copies of any Confidential Information in accordance with its document retention policies provided the Recipient maintains the confidentiality of such Confidential Information according to the terms herein.

Nothing herein imposes any obligation to proceed with any business transaction and does not create any agency or partnership relationship. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, including without limitation with respect to its accuracy or completeness.

11. General.

- 11.1. Most software is offered on a subscription basis for an initial term that is often subject to auto-renewal. Further, software typically does not require any physical delivery, and thus no terms herein related to delivery or physical returns will apply to software unless expressly agreed otherwise.
- 11.2. If any term or provision set forth herein is deemed to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a court determination that any term or provision is invalid, illegal, or unenforceable, the court may modify these terms and conditions to affect our original intent as closely as possible in order that the transactions contemplated hereby be consummated to the greatest extent possible as originally contemplated.
- 11.3. Neither party will be responsible for delays in performance due to events of force majeure, including, without limitation, fire, flood, tornado, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine restriction, delay in transportation, labor shortage or strikes, materials or manufacturing facility shortage, accidents, boycott, embargo or any act or regulation of government or governmental authority and other contingencies beyond such party's control resulting in impossibility or delay of performance.

- 11.4. You will comply with any applicable export regulations. Atlas does not warrant and will not be liable for any error regarding the accuracy of any statement as to product country of origin, ECCN, HTS Code, RoHS compliance, parametric data, conflict mineral data, or compliance with applicable law. You certify that You comply with all Applicable Laws and regulations, including employment laws, U.S. Internal Revenue Service requirements, U.S. state and local requirements, export controls and sanctions, anti-bribery/anti-corruption, and applicable international laws including the labor laws and regulations and anti-bribery regulations in the jurisdictions where You operate. You acknowledge that software may process data and agrees to comply with all data protection and privacy regulations.
- 11.5. **Jurisdiction & Governing Law:**
- 11.5.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America. Notwithstanding the foregoing, if and to the extent that the laws of the jurisdiction in which the services are performed or the products are delivered (the 'Local Law') are mandatory and conflict with the provisions of this Agreement, such Local Law shall prevail solely to the extent of such conflict
- 11.5.2. Atlas's rights and remedies will be cumulative and not exclusive. You are responsible for all losses, costs, and expenses, including attorney's fees, incurred by Atlas in collecting any sums You owe. Atlas will have the right to offset against any amounts owed by Atlas to You. Atlas further reserves the right to suspend or terminate access to products or services, and such suspension or termination by Atlas does not modify the amounts due under the transaction.
- 11.5.3. Any disputes arising from these Procurement Terms and Conditions shall be resolved through arbitration or other legal means as outlined by the applicable governing law and respective venue. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Procurement Terms and Conditions. Client must pay to Atlas all costs and expenses, including without limitation, reasonable attorney's fees and the fees of any collection agency and court costs, incurred by Atlas in exercising any of its rights or remedies under, or enforcing or defending any of the terms, conditions or provisions of these Procurement Terms and Conditions. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to these Procurement Terms and Conditions or the transactions contemplated hereby or subject matter hereof (whether based on contract, tort, fraud or any other theory). EACH OF THE PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING IN SUCH COURTS AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURTS HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM. Each party agrees that a final judgment in any such proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 11.6. All notices, requests, demands, and other communications must be in writing and may be given by: (i) personal delivery; (ii) registered or certified mail, return receipt requested; or (iii) nationally recognized courier services to the party at its official corporate address. Notices to Atlas must be sent to: Atlas Technica LLC, 360 Central Avenue, Suite 800, St. Petersburg, FL 33701, Attention: Legal Department or sent to legal@atlastechnica.com.
- 11.7. Client may not assign or delegate its rights or duties under these Procurement Terms and Conditions, by operation of law or otherwise, in whole or in part, without the prior written consent of Atlas. Any direct

or indirect change of control of Client will be deemed an assignment. Any attempted assignment by Client without that consent will be null and void without any force or effect. Atlas's affiliates may perform its obligations arising under these Procurement Terms and Conditions.

- 11.8. These Procurement Terms and Conditions will be binding upon and, except as otherwise provided herein, will inure to the benefit of the parties hereto and their respective successors and assigns. The parties agree to use electronic signatures and click-to-accept and that any such signature or acceptance will be binding and legally enforceable.
- 11.9. If any provision of these Procurement Terms and Conditions is held to be unenforceable, the enforceability of the remaining provisions will not in any way be affected.
- 11.10. Failure or delay of either party to exercise a right under these Procurement Terms and Conditions will not operate as a waiver, nor will any single or partial exercise of a right preclude any other future exercise of that right.
- 11.11. No termination of these Procurement Terms and Conditions will affect any rights or obligations of either party which: (i) are vested pursuant to these Procurement Terms and Conditions as of the effective date of such termination; or (ii) by their sense and context are intended to survive completion of performance or termination of these Procurement Terms and Conditions, including, without limitation, Confidentiality, Warranties / Indemnities, and Limitation of Liability, all of which will survive.

- 11.12. These Procurement Terms and Conditions are intended to be the sole and complete statement of the obligations and rights of the parties as to all matters covered in these Procurement Terms and Conditions, and supersede all previous understandings, agreements, negotiations and proposals.
- 11.13. These Procurement Terms and Conditions may be modified by Atlas from time to time in its sole discretion. It is Client's responsibility to check these Procurement Terms and Conditions regularly. Any modification to these Procurement Terms and Conditions will be effective once posted on the Atlas Schedules site [<http://www.atlastechnica.com/atlas-schedules>]. Further orders or Products after any such modification will signify Client's acceptance of such updated Procurement Terms and Conditions.
- 11.14. Certain Vendors require Atlas to pass-through terms for the Product to resellers and end users. By purchasing the Product from Atlas, Client agrees to these Vendor pass-through terms.
- 11.15. **Entire Agreement:** These Terms and Conditions, along with (a) the terms and conditions on any Atlas invoice, (b) the terms and conditions of the Atlas credit application, and (c) the terms and conditions of any other agreement signed by authorized representatives of both Client and Atlas, constitute the entire agreement of the parties with respect to all sales by Atlas to Client, and supersedes any and all prior negotiations, representations and agreements, whether written or oral, between the parties. In the event of a conflict between these various terms and conditions, they will take effect in the following order of precedence: (1) any signed amendment or addendum to these Terms and Conditions; and (2) these Procurement Terms and Conditions.
- 11.16. Each party acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any party. No other agreement, statement or promise modifies these Terms and Conditions unless it is in writing and signed by both parties. Any Atlas waiver or default of one or more of these Terms and Conditions is not a waiver of the remaining Terms and Conditions or of any future defaults. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of its rights.
- 11.17. Unless the context otherwise requires, words in the singular include the plural and vice versa.
- 11.18. Unless specifically noted, in the event written notice is required, an email shall be acceptable.