TERMS OF USE

Website terms for government, public-sector, small-business, and commercial users

Version	Version 1.0
Company	EdgeByte Solutions LLC
Website	https://www.edgebyte.us
Contact	info@edgebyte.us

IMPORTANT	These Terms govern use of EdgeByte public websites and public-facing materials. They do not replace or amend any signed customer agreement, government contract, task order, purchase order, statement of work, teaming agreement, NDA, or other written agreement. If a signed agreement conflicts with these Terms, the signed agreement controls for the covered transaction.

Restricted-data warning. The public website is not an approved transmission method for classified information, CUI, FCI, source-selection information, procurement-sensitive information, export-controlled technical data, PHI, payment-card credentials, passwords, private keys, or other restricted data. Obtain an approved secure channel before transmitting such information.

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1. Acceptance of Terms

These Terms of Use ("Terms") are a binding agreement between you and EdgeByte Solutions LLC ("EdgeByte," "we," "us," or "our") governing your access to and use of edgebyte.us and other EdgeByte-controlled websites, webpages, forms, downloads, and public-facing digital content that link to these Terms (collectively, the "Site"). By accessing or using the Site, you agree to these Terms to the extent enforceable under applicable law.

If you do not agree, do not use the Site. If you use the Site on behalf of a business, government agency, public body, prime contractor, subcontractor, partnership, or other organization, you represent that you are authorized to use the Site on its behalf; however, your use of the Site alone does not establish that you have authority to bind that organization to a procurement, contract, purchase, or other transaction.

2. Eligibility and Authority

The Site is intended primarily for adults acting in professional, business, governmental, contracting, technical, or institutional capacities. You must have legal capacity to use the Site. Individuals under 13 may not submit personal information through the Site.

Government personnel and representatives are responsible for complying with applicable ethics, procurement, records, information-security, and authority limitations. Nothing on the Site expands any contracting officer's, program official's, employee's, or representative's legal authority.

3. Relationship to Separate Agreements

Customer agreements, government contracts, task orders, purchase orders, quotations accepted in accordance with applicable law, statements of work, end-user license agreements, OEM terms, nondisclosure agreements, teaming agreements, and other signed or otherwise binding written instruments may contain terms different from these Terms. Those instruments control the specific transaction or relationship they govern.

These Terms do not amend, waive, supersede, or incorporate by reference any contract clause unless the applicable written agreement expressly states otherwise.

4. Website Information Is General and May Change

Site content is provided for general informational, marketing, capability, and business-development purposes. Products, services, partner relationships, certifications, authorizations, contract vehicles, personnel, capabilities, availability, specifications, pricing, delivery schedules, lead times, compliance mappings, and other information may change without notice.

You should verify any information material to a procurement, architecture, security decision, compliance decision, proposal, contract, or purchase through an authorized EdgeByte representative and the applicable written documentation.

5. No Offer; No Contract Formation Through General Website Content

Unless EdgeByte expressly states otherwise in a written instrument issued or accepted by an authorized representative, Site content, price examples, catalog information, product descriptions, capability statements, marketing materials, preliminary estimates, and general communications are invitations to discuss potential business and are not binding offers.

Federal quotations, proposals, orders, and awards are subject to the governing solicitation, Federal Acquisition Regulation (FAR), agency supplements, and applicable law. State and local transactions are subject to the applicable procurement statutes, ordinances, rules, solicitation terms, delegated authority, and required approvals. Commercial transactions are subject to the applicable quote, order, master agreement, SOW, OEM terms, and other written terms.

A website form submission, request for information, meeting request, request for quote, or transmission of an RFP/RFI does not by itself create a contract, partnership, fiduciary relationship, agency relationship, exclusivity obligation, or duty to respond.

6. Federal Government and Defense Users

Federal users acknowledge that only duly authorized officials may bind the United States. Nothing on the Site constitutes an acceptance of a government order, proposal, modification, option, funding commitment, direction to perform, or change to contract scope. EdgeByte will rely on applicable contract documents and authorized written direction.

Federal acquisitions may be subject to the FAR, agency supplements, representations and certifications, source-selection rules, procurement-integrity requirements, cybersecurity clauses, data-rights provisions, records requirements, and other mandatory terms. Such requirements apply only to the extent incorporated or otherwise legally applicable; the Site does not independently create FAR/DFARS obligations.

Government users should not send source-selection information, contractor bid or proposal information, classified information, CUI, FCI, law-enforcement-sensitive information, or other controlled information through a public form or ordinary email unless an authorized secure method has been established.

7. State and Local Government Users

State, county, municipal, educational, public authority, and other public-sector users are responsible for complying with applicable procurement statutes, competitive-bidding requirements, delegated authority, ethics rules, public-records laws, records-retention requirements, cybersecurity requirements, and contracting procedures.

No statement on the Site waives sovereign immunity, appropriations requirements, statutory remedies, mandatory forum rules, public-record obligations, or other governmental limitations that cannot lawfully be waived. Contract-specific terms must be addressed in the applicable procurement instrument.

8. Commercial, Small-Business, and Enterprise Users

Commercial users, including small and midsize businesses and large enterprises, may use the Site for lawful evaluation, business-development, procurement, support, and informational purposes. Any purchase or service engagement remains subject to the applicable quote, order, agreement, OEM terms, licensing terms, statement of work, credit terms, and acceptance process.

Site content is not a substitute for commercial due diligence, security review, legal review, architectural validation, product documentation, licensing review, or contract negotiation.

9. Restricted and Prohibited Submissions

Unless EdgeByte expressly authorizes a suitable secure channel in writing, you must not submit through the public Site or ordinary email:

- Classified information or information subject to national-security classification controls.
- Controlled Unclassified Information (CUI), Federal Contract Information (FCI), source-selection information, contractor bid/proposal information, procurement-sensitive information, or similarly controlled government information.
- ITAR-controlled technical data, EAR-controlled technical data requiring a license or controlled access, sanctions-restricted information, or other export-controlled data that cannot lawfully be transmitted through the selected channel.

- Protected health information, highly sensitive medical information, payment-card security data, Social Security numbers, tax identifiers, financial-account credentials, passwords, MFA secrets, private keys, API secrets, or authentication tokens.
- Malware, exploit code, destructive payloads, unauthorized credentials, stolen data, or content that violates law or third-party rights.
- Information you are contractually or legally prohibited from disclosing to EdgeByte.

If you believe a project requires transmission of restricted information, contact EdgeByte first to determine whether an approved channel, NDA, contract, or other safeguard is available.

10. Acceptable Use License

Subject to these Terms, EdgeByte grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Site for lawful internal informational, evaluation, procurement, and business purposes. No ownership rights are transferred.

11. Prohibited Conduct

You may not, directly or indirectly:

- Use the Site in violation of law, regulation, contract, court order, sanctions, export controls, or third-party rights.
- Attempt unauthorized access to systems, accounts, networks, data, administrative functions, or nonpublic portions of the Site.
- Conduct vulnerability scans, penetration tests, load tests, denial-of-service tests, credential attacks, exploit attempts, or security research against the Site without prior written authorization.
- Introduce malware, malicious code, ransomware, destructive instructions, or content designed to disrupt, damage, monitor, or gain unauthorized access.
- Scrape, crawl, harvest, spider, index, bulk-download, or systematically extract Site content or data except through ordinary search-engine indexing or with EdgeByte's written permission.
- Use Site content, images, documents, logos, or data to train, fine-tune, evaluate, or build artificial-intelligence or machine-learning models without EdgeByte's prior written permission, except to the extent such restriction is prohibited by applicable law.
- Reverse engineer, decompile, bypass, disable, or interfere with security, access-control, rate-limit, or technical-protection measures.
- Impersonate EdgeByte, an employee, customer, government official, partner, or another person; misrepresent affiliation or authority; or use the Site for fraud, phishing, or social engineering.
- Frame, mirror, reproduce, republish, distribute, modify, or create derivative works from Site content except as expressly permitted by law or written permission.
- Use automated systems to submit forms, spam, harvest contacts, or interfere with normal Site operation.

12. Intellectual Property

The Site and its content, including text, graphics, logos, icons, designs, photographs, videos, software, code, page layouts, compilations, documents, and other materials, are owned by EdgeByte or its licensors and are protected by copyright, trademark, trade-dress, trade-secret, and other intellectual-property laws.

Except for the limited license in these Terms, no right or license is granted by implication, estoppel, or otherwise. Unauthorized use may violate civil and criminal laws.

13. Trademarks, Partner Logos, and OEM Materials

EdgeByte names, logos, marks, slogans, and branding are EdgeByte property unless otherwise indicated. Third-party names, trademarks, logos, product names, and OEM marks are the property of their respective owners and are used for identification, compatibility, partnership, informational, or nominative purposes as applicable.

Display of a third-party mark does not necessarily mean endorsement, exclusivity, certification, agency, or authorization beyond the relationship actually established by the applicable owner and written agreement. Partner status can change.

14. Copyright Complaints

If you believe Site content infringes your copyright, send a written notice to info@edgebyte.us identifying the copyrighted work, the allegedly infringing material and its location, your contact information, a statement of good-faith belief, and sufficient information for EdgeByte to evaluate the claim. EdgeByte may request additional information or remove/disable content while reviewing a claim. This provision does not represent that EdgeByte has designated a DMCA agent unless such designation has separately been completed with the U.S. Copyright Office.

15. User Submissions, RFP/RFI Materials, and Files

When you submit information through the Site, you represent that you have the right and authority to provide it and that doing so does not violate law, contract, confidentiality obligations, procurement restrictions, or third-party rights.

Business inquiries, RFP/RFI materials, quote requests, and attachments may be used by EdgeByte and its necessary employees, advisers, OEMs, distributors, suppliers, subcontractors, and partners to evaluate and respond to the request, subject to applicable law and any separate NDA or written agreement. Submission through a public website alone does not create an NDA or confidential relationship.

For unsolicited ideas, suggestions, concepts, or feedback not submitted under a separate written confidentiality agreement, you grant EdgeByte a worldwide, perpetual, irrevocable, royalty-free right to use and incorporate the feedback without compensation or attribution, subject to applicable law.

16. Confidentiality and Proprietary Information

Do not assume Site submissions are confidential merely because a form permits file upload. Confidentiality obligations arise only from applicable law, a signed NDA, a contract, solicitation terms, protective markings that have legal effect, or another binding obligation.

For federal proposals and other controlled submissions, parties should use the applicable solicitation instructions, legends, secure portals, and authorized channels. EdgeByte does not waive rights in its own confidential, proprietary, trade-secret, proposal, pricing, technical, or business information by publishing general information on the Site.

17. Quotes, Pricing, Availability, Lead Times, and Product Information

Prices, discounts, SKUs, licenses, subscriptions, renewal dates, inventory, product availability, specifications, compatibility, lead times, delivery dates, taxes, shipping, tariffs, OEM programs, and promotional terms may change and are not binding unless included in an applicable written quote/order/contract issued or accepted by an authorized party.

Errors, omissions, manufacturer changes, distributor changes, currency movements, taxes, freight, supply-chain conditions, end-of-sale/end-of-life notices, and licensing changes may affect a proposed transaction. EdgeByte may correct Site errors and is not obligated to honor an obvious or material error in general Site content.

18. Third-Party Products, Licensing, and Warranties

Third-party hardware, software, cloud services, licenses, subscriptions, and support are subject to the applicable manufacturer, publisher, cloud provider, distributor, or licensor terms. EdgeByte does not expand third-party warranties or license rights unless a separate written agreement expressly provides otherwise.

Compatibility, security, compliance, lifecycle, licensing, and performance representations regarding third-party products should be verified against current OEM documentation and the applicable transaction documents.

19. Professional, Technical, Cybersecurity, Compliance, and Procurement Information

Site content may discuss cloud, cybersecurity, networking, infrastructure, compliance frameworks, procurement approaches, government contracting, or other technical topics. Such content is general information and is not legal advice, accounting advice, tax advice, certified compliance advice, a security guarantee, an engineering deliverable, or a substitute for a project-specific assessment.

Compliance with NIST, CMMC, FedRAMP, FAR, DFARS, agency requirements, industry standards, or other frameworks depends on the specific system, scope, implementation, evidence, contract, and responsible authority. General Site content does not constitute certification, authorization, accreditation, or a guarantee that a particular solution will satisfy a requirement.

20. Government Procurement and Ethics

Users must not use the Site to solicit or facilitate improper gratuities, kickbacks, conflicts of interest, procurement-integrity violations, unauthorized lobbying, unlawful contingent fees, or the disclosure/receipt of protected source-selection or contractor bid/proposal information.

Government users and contractors are responsible for using authorized procurement channels and complying with applicable ethics, acquisition, competition, organizational-conflict-of-interest, gift, lobbying, and communications restrictions.

21. Public Records and Freedom of Information

Information exchanged with federal, state, or local government entities may be subject to FOIA, state public-records laws, audits, litigation, legislative inquiry, or other disclosure requirements. EdgeByte cannot guarantee nondisclosure by a government recipient. Users should apply appropriate proprietary legends, markings, and submission procedures where available and should not transmit restricted information through a public website.

22. Export Controls, Sanctions, and Restricted Parties

You must comply with applicable U.S. and foreign export-control, sanctions, and trade laws, including the Export Administration Regulations (EAR) and applicable Office of Foreign Assets Control restrictions. You may not use the Site or obtain, transfer, release, reexport, or provide controlled technology, software, services, or technical information in violation of applicable restrictions.

Nothing on the Site constitutes an export classification, license determination, sanctions clearance, or legal advice. Parties are responsible for transaction-specific screening and authorization.

23. Privacy

EdgeByte's Privacy Policy, as updated from time to time, describes our general handling of personal information and is incorporated into these Terms by reference for Site use. Separate contract or data-processing terms may govern customer/project data.

24. Electronic Communications and Records

By contacting EdgeByte electronically, you consent to receive responsive communications electronically to the extent permitted by law. Electronic communications may satisfy writing requirements where applicable, but routine website communications do not constitute a contract modification, change order, notice of claim, notice to proceed, or other formal notice when an applicable agreement requires a specified notice method.

25. Accessibility

EdgeByte seeks to provide a usable website experience. If you have difficulty accessing Site content, contact info@edgebyte.us and describe the material or functionality you need. This accessibility statement is not a representation that every page or third-party resource satisfies a specific accessibility standard at all times.

26. Site Security and Availability

EdgeByte may use security controls, monitoring, rate limits, logging, blocking, access restrictions, or other measures to protect the Site. We may suspend or restrict access without notice if we reasonably believe activity threatens security, availability, integrity, legal compliance, EdgeByte, customers, or third parties.

We do not guarantee uninterrupted availability, error-free operation, compatibility with every browser/device, preservation of every submission, or freedom from all malicious code or attacks.

27. Third-Party Links and Services

The Site may link to third-party websites, OEM portals, government websites, documentation, social-media services, distributors, or other resources. EdgeByte does not control and is not responsible for third-party content, availability, security, privacy, terms, warranties, or practices. Access is at your own risk and subject to the third party's terms.

28. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE AND ALL PUBLIC-FACING CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. EDGEBYTE DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES RELATING TO THE SITE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, SECURITY, AVAILABILITY, AND RESULTS.

NO ORAL OR WRITTEN INFORMATION OBTAINED FROM GENERAL SITE CONTENT CREATES A WARRANTY NOT EXPRESSLY STATED IN A SEPARATE BINDING AGREEMENT. CONTRACT-SPECIFIC WARRANTIES, IF ANY, ARE GOVERNED BY THE APPLICABLE CONTRACT.

29. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EDGEBYTE AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, DATA, GOODWILL, BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION; OR DAMAGES ARISING FROM RELIANCE ON GENERAL SITE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EDGEBYTE'S AGGREGATE LIABILITY ARISING SOLELY FROM USE OF THE PUBLIC SITE, EXCLUDING LIABILITY GOVERNED BY A SEPARATE WRITTEN CONTRACT, WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US $100). THESE LIMITATIONS DO NOT APPLY TO LIABILITY THAT CANNOT LAWFULLY BE LIMITED.

30. Indemnification - Commercial Users

To the maximum extent permitted by law, a non-governmental user agrees to defend, indemnify, and hold harmless EdgeByte and its affiliates, personnel, and agents from third-party claims, damages, liabilities, losses, costs, and reasonable attorneys' fees arising from the user's unlawful use of the Site, violation of these Terms, infringement/misappropriation of third-party rights, unauthorized or restricted submissions, or malicious/abusive conduct.

This Section does not require a federal, state, local, tribal, territorial, or other governmental entity to provide indemnification where such obligation is prohibited or restricted by applicable law.

31. Government Entity Carve-Out; Sovereign Immunity and Mandatory Law

If you are a U.S. federal agency or other governmental entity, provisions concerning indemnification, choice of law, venue, attorneys' fees, limitation periods, or other contractual remedies apply only to the extent the entity has lawful authority to agree and applicable law permits. Nothing in these Terms waives sovereign immunity, appropriations restrictions, the Contract Disputes Act, Tucker Act jurisdiction, state claims acts, public-records obligations, or other nonwaivable governmental protections or procedures.

For an actual government procurement or contract, the governing solicitation, award, statute, regulation, and contract terms control.

32. Governing Law and Venue - Non-Governmental Users

For disputes arising solely from use of the public Site by a non-governmental user and not governed by a separate written contract, these Terms are governed by the laws of the State of Florida, without regard to conflict-of-law principles, except where federal law or another mandatory law controls.

Subject to any nonwaivable law, non-governmental users consent to exclusive jurisdiction and venue in the state courts located in Bay County, Florida, or the United States District Court for the Northern District of Florida if federal jurisdiction exists. A separate written contract may establish a different governing law or forum.

33. Time Limit for Site-Based Claims

To the extent permitted by law, any claim by a non-governmental user arising solely from use of the public Site must be brought within one year after the claim accrues or be permanently barred. This contractual period does not alter a limitations period that applicable law prohibits the parties from shortening and does not govern claims arising under a separate written contract unless that contract states otherwise.

34. Injunctive and Equitable Relief

Unauthorized access, misuse of intellectual property, disclosure of confidential information, security attacks, or certain violations of these Terms may cause harm not adequately compensated by money damages. EdgeByte may seek injunctive or equitable relief in addition to other available remedies, subject to applicable law.

35. Suspension and Termination

EdgeByte may suspend, restrict, or terminate access to the Site at any time for security, maintenance, legal compliance, suspected misconduct, abuse, or business reasons. Provisions that by their nature should survive termination, including intellectual-property, disclaimer, limitation-of-liability, indemnification, dispute, and records provisions, survive.

36. Changes to the Site and Terms

EdgeByte may change the Site and these Terms from time to time.
Updated Terms apply prospectively from publication or other legally sufficient notice. If applicable law requires additional notice or affirmative assent for a particular change, EdgeByte will provide it.

37. No Waiver; Severability

Failure to enforce a provision is not a waiver. If a provision is found invalid or unenforceable, it will be enforced to the maximum lawful extent or severed, and the remaining provisions remain effective, except where applicable law requires a different result.

38. Assignment

A non-governmental user may not assign rights or obligations under these Terms without EdgeByte's prior written consent. EdgeByte may assign these Terms in connection with a merger, acquisition, reorganization, financing, sale of assets, or transfer of the Site/business, subject to applicable law. Government assignments remain subject to applicable statutes, regulations, and contract requirements.

39. Force Majeure

EdgeByte is not responsible for delay or failure in public Site operation caused by events beyond reasonable control, including natural disasters, severe weather, war, terrorism, civil disturbance, government action, sanctions, labor disruptions, internet or telecommunications failures, utility outages, cloud/provider failures, cyberattacks, epidemics, supply-chain disruptions, or similar events. Contract-specific force-majeure rights are governed by the applicable contract.

40. Entire Agreement for Site Use

These Terms and the Privacy Policy constitute the entire agreement regarding general use of the public Site, but do not supersede any separate binding written agreement governing a customer, partner, vendor, employment, procurement, or government relationship.

41. No Third-Party Beneficiaries

Except as expressly stated, these Terms do not create rights for third parties. Third-party OEM, partner, or supplier terms may independently confer rights or obligations under their own agreements.

42. Notices

General questions about these Terms may be sent to info@edgebyte.us.
Formal legal or contractual notices must be delivered using the notice method required by the applicable agreement or law; sending a website form or routine email does not satisfy a special contractual notice requirement unless the governing agreement permits it.

43. Contact

EdgeByte Solutions LLC | info@edgebyte.us
https://www.edgebyte.us

Appendix A - Government and Public-Sector Website Use Notice

Topic	Website rule / risk allocation
Authority to bind	Only authorized officials and authorized EdgeByte representatives can create binding procurement obligations.
FAR / DFARS / state clauses	Apply only when incorporated or otherwise legally applicable; website text does not independently create them.
CUI / FCI / classified	Do not transmit through public forms or ordinary email; use an approved channel.
Source-selection / procurement-sensitive	Do not submit through the public Site; follow procurement-integrity and solicitation rules.
Public records / FOIA	Government communications may be disclosable; use legally effective markings and authorized channels.
Changes / direction	Website or routine email is not a contract modification, change order, notice to proceed, or funding authorization.
Sovereign immunity	No waiver is intended; nonwaivable government law controls.

Appendix B - Restricted Data Submission Matrix

Data type	Public website / ordinary email	Recommended action
Ordinary business contact data	Generally acceptable	Use normal form/email with reasonable care.
Routine RFQ/RFI information with no controlled content	Generally acceptable	Use designated business form or email.
Proprietary proposal data	Use caution	Prefer NDA / solicitation-approved or secure channel where material.
CUI / FCI	Do not submit	Obtain approved controlled environment/channel.
Classified information	Prohibited	Use only properly authorized classified systems/processes.
Source-selection / procurement-sensitive information	Prohibited	Use only legally authorized procurement channels.
Export-controlled technical data	Do not submit unless approved	Confirm classification, authorization, recipient, and secure channel.
PHI / SSN / payment credentials / passwords / private keys	Do not submit	Use a purpose-built secure process if legitimately required.
Malware / exploit payloads / stolen credentials	Prohibited	Do not transmit; coordinate authorized security testing separately.

This matrix is a general website-handling rule, not a substitute for an applicable government contract, security classification guide, CUI category rule, export determination, agency policy, or legal requirement.