

## Terms and Conditions

### Effective 6/2026 to Current

By signing a CompuNet quote or statement of work, by issuing a purchase order which references this document, by sending another acceptance document or communication which references this document, or by directing CompuNet to commence performance in response to this document, Customer agrees to the following terms and conditions:

- 1. License.** The Quote or Statement of Work (in either case, as applicable, "Quote") provided by CompuNet, Inc. ("CompuNet") with these terms and conditions ("Terms") is for products, including hardware, software, cloud-based or "as a service" products or services, or third-party services identified in a Quote and sold under a SKU ("Products") provided by the third party identified in the Quote ("Provider") or through CompuNet, or for services ("Services") provided by CompuNet, its contractor, or a third party, and identified in a Statement of Work. Certain of the Products or related Provider or CompuNet materials provided with Products ("Documentation") may be provided pursuant to a license ("License") granted to Customer. In that case, subject to the License, Customer has no ownership interest in the licensed Products or Documentation, and Provider or CompuNet, as applicable, will own all right, title, and interest in such licensed Products and Documentation. Certain documentation, materials or tangible items (collectively, "Deliverables") may be provided with the Services pursuant to a License. In that case, subject to the License, Customer has no ownership interest in the licensed Deliverables, and CompuNet or a third party licensor, as applicable, will own all right, title and interest in such licensed Deliverables. By signing a Quote or issuing a purchase order in response to it, Customer agrees to review any end user license agreement (EULA) or Subscription Agreement (SA) applicable to any Product included in the Quote, and agrees to be bound by any applicable EULA or SA.
- 2. Payment.** Except as provided in paragraph 3, below, as to memory-based Products, Quotes are non-cancellable after acceptance by Customer. Customer will promptly pay the amounts set forth in the Quote. For (a) Products or Services which are purchased on a subscription basis ("Subscription"), where Customer extends the Subscription on a self-service basis beyond the term set forth in the Quote, or (b) Products or Services which are purchased by Customer on a self-service basis beyond the quantities set forth in the Quote, using an account number associated with the purchases initially made pursuant to the Quote, including through an OEM or distributor online portal, Customer shall be invoiced by Provider and shall be subject to any price increases imposed on Provider by the OEM or distributor. All amounts are due and payable upon receipt of invoice from CompuNet, and shall be paid in no event later than 30 days from invoice date. Customer agrees to timely make all payments for the duration of any Subscription period set forth in the Quote. For Subscriptions that are billed on a consumption basis, the OEM or vendor may set minimum allotted consumption entitlements ("Minimum Usage") and/or maximum allotted consumption entitlements ("Maximum Usage"). If Customer consumes less than the Minimum Usage for a particular billing period, CompuNet shall invoice Customer and Customer shall pay the applicable fee for the entire Minimum Usage amount regardless of actual usage. If Customer consumes more than the Maximum Usage for a particular billing period ("Overage"), CompuNet shall invoice Customer and Customer shall pay the applicable fees for the Maximum Usage plus any applicable fees for the Overage amount. For Subscriptions subject to automatic renewal under the terms of the Quote or the OEM's or distributor's terms and conditions, Customer agrees to make all payments for the duration of any renewal Subscription period, unless Customer provides written notice of non-renewal to CompuNet the earlier of (a) 30 days before the expiration of the current Subscription term, or (b) as required in the Quote or in the OEM's or distributor's terms and conditions. Any amounts not timely paid will bear interest at the rate of 1.5% per month. Customer will pay to CompuNet the reasonable costs, including attorney fees, incurred by CompuNet in collecting any unpaid and overdue amount. Unless specified in the Quote, customer will be responsible for all shipping, handling, taxes, and import fees and costs. CompuNet reserves the right to cancel any Quote arising from incorrect pricing or other errors in information relied upon by CompuNet.
- 3. Memory-Based Products.** **All pricing in this Quote reflects manufacturer and distributor costs as available at the time of issuance. Please note that products containing memory are subject to market-driven price adjustments, and vendors may update pricing up to the time of shipment. Pricing for this Quote may be updated up to the point of shipment. A purchase order issued in response to this Quote will be subject to adjustment for any price increase from the vendor after the time of Quote issuance to the time of shipment.** To the extent permitted by the vendor, CompuNet will offer the opportunity to cancel an order prior to shipment if updated pricing does not match the customer's budget.
- 4. Pre-Paid Accounts.** If Customer prepays an amount to CompuNet to be used for future Product and Service purchases: (a) prepaid amounts are non-refundable and may be used only for eligible CompuNet Products and Services; (b) Customer's prepaid account shall remain active so long as there is Qualifying Activity against the prepaid balance within each applicable twelve (12) month period; (c) "Qualifying Activity" is defined as the Customer's use of prepaid funds to purchase eligible Products and Services; (d) if no Qualifying Activity occurs for a period of twelve (12) consecutive months, any remaining unused balance shall expire and be subject to forfeiture in accordance with CompuNet policy; (e) each Qualifying Activity shall restart the twelve (12) month period as of the date such activity occurs; and (f) in the event all prepaid funds are consumed and additional money is owed, the overage will be invoiced to Customer, and CompuNet and Customer may execute a new SOW or Quote to establish a new prepaid account.
- 5. Acceptance.** "Acceptance" shall occur (a) for Products, upon the passage of three (3) business days after the date of delivery if written notice by Customer of rejection is not earlier received by CompuNet; and (b) for Services and Deliverables, upon the passage of three (3) business days after CompuNet's notice to test and accept or reject, without written notice of rejection by Customer detailing the Services rejected and the alleged deficiencies. In the case of timely rejection of Products, Customer's sole remedy is repair or replacement of rightfully rejected Products by CompuNet within a reasonable time. In the case of timely rejection of Services, CompuNet shall correct the noticed deficiencies and renounce Customer, and the acceptance procedure will be repeated to a maximum of thirty (30) days from the original rejection notice. If uncorrected deficiencies then remain, Customer may, as its sole

remedy as to those Services that it has not Accepted, (a) terminate the applicable Statement of Work, and (b) obtain a refund for the rejected Services. Customer shall remain responsible for the value of those Services not rejected and shall timely pay all undisputed invoiced amounts. Title to the Products and risk of loss shall pass at delivery.

6. **Use.** With respect to licensed Products, Documentation or Deliverables, Customer shall not directly or indirectly: (a) use, copy or reproduce them except as permitted under the applicable License; (b) exceed the subscribed quantities, users or other entitlement measures of the Products or Deliverables as provided in the applicable License; (c) assign, sell, sublicense, rent, lease, time-share, or otherwise transfer the rights granted to Customer under any License; (d) modify or reverse engineer the Products or Deliverables; (e) decompile, attempt to derive the source code or underlying algorithms of any part of, or attempt to recreate the Products or Deliverables; (f) use them for any purpose competitive with CompuNet or Provider; (g) create derivative works based to any extent upon them; (h) interfere with the integrity or performance of the Products or Deliverables; (i) attempt to gain unauthorized access to the Products or Deliverables their related systems or networks, circumvent any related security measures, or perform unauthorized penetrating testing on the Products or Deliverables; (j) use them to infringe on the intellectual property rights or privacy rights of any third party, or to store or transfer unlawful data; or (k) send, store or process in the Products or Deliverables any personal health data, personal financial data or other such sensitive regulated data not required by the Documentation or permitted by the License, or any data that is subject to the International Traffic in Arms Regulations maintained by the United States Department of State. Customer's authorized use of the Products is limited to the purchased quantities and features set forth in the Quote.
7. **Suspension of Service.** Without limiting any other remedies available to it, CompuNet may suspend Customer's access to Products or request that Provider suspend such access, without liability if: (a) CompuNet reasonably believes that the Products are being used in violation of these Terms or applicable law; (b) requested by a law enforcement or government agency or otherwise to comply with applicable law; (c) Customer fails to timely pay any invoice for the Products; or (d) Customer ceases doing business, seeks bankruptcy protection, is placed in receivership, or makes an assignment for the benefit of creditors. Information on Provider's servers may be unavailable to Customer during any such suspension of access. CompuNet will use commercially reasonable efforts to give Customer at least 24 hours' notice of a suspension unless it determines in its sole judgment that a suspension on shorter or no notice is necessary to protect CompuNet or Provider.
8. **Security Obligations.** Customer shall be solely responsible for all activity under its portals and accounts. Customer will ensure that (i) only its authorized representatives are given access to the portals and accounts, and (ii) its authorized representatives will access and use the portals and accounts responsibly and in a secure manner. Customer shall implement and enable a multifactor authentication ("MFA") process to access its portals, accounts and any other underlying service. Customer will defend, indemnify and hold harmless CompuNet for any claims arising out of or related to Customer's breach of its obligations in this section.
9. **Data Protection and Personal Information.** Customer acknowledges that Customer and end user personal information is necessary for Customer and end users to access or use certain Products. Customer agrees to provide such personal information as requested by the OEM to both CompuNet and the OEM. Customer represents and warrants that Customer will comply with applicable data protections laws, including providing notice and properly obtaining the consent of its end users to provide said personal information to CompuNet and the OEM for the purpose of fulfilling the transaction.
10. **Indemnity.** Customer will defend, indemnify, and hold CompuNet and its officers, directors, employees, contractors and agents harmless from and against any and all damages, costs, liabilities, expenses (including, without limitation, reasonable attorneys' fees), and settlement amounts incurred in connection with any claim arising from or relating to Customer's: (a) breach of any obligation under any License; (b) breach of any obligation under these Terms; (c) actual or alleged use of the Products or Deliverables in violation of law by Customer or any authorized users; or (d) actual or alleged infringement or misappropriation of third party intellectual property rights arising from data used with the Products or Deliverables.
11. **Warranty.** CompuNet warrants to Customer that it will (a) perform the Services in a timely, competent, professional and workmanlike manner, using qualified personnel, consistent with commercially reasonable industry practices and in compliance with applicable laws, and (b) perform the services in accordance with policies and procedures provided by Customer in writing regarding on-site security and Customer workplace rules. Except for the foregoing, CompuNet makes no warranty, express, implied or statutory, and disclaims all such warranties, regarding the Products and Services, including but not limited to warranty of fitness for a particular purpose, merchantability, LOSS OF DATA, or noninfringement, or arising from a course of dealing, performance, usage, trade practice, or custom. CompuNet shall pass through to Customer any warranty by Provider to CompuNet regarding the Products. Customer acknowledges that CompuNet is a reseller of products and not the OEM. CompuNet makes no representations or warranties of any kind regarding Products. Customer shall seek redress or recovery under any Provider warranty, or any warranty by Provider to Customer under a License, directly from Provider.
12. **Limitation of Damages.** **SUBJECT TO THE OTHER LIMITATIONS SET FORTH IN THESE TERMS, COMPUNET SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, OR INJURY THAT RESULTS FROM THE USE OR APPLICATION BY SUCH PARTY OF PRODUCTS OR SERVICES DELIVERED TO CUSTOMER. COMPUNET'S LIABILITY FOR DAMAGES ARISING UNDER THESE TERMS AND CONDITIONS, OR WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL: (1) BE LIMITED TO ACTUAL, PROVEN, DIRECT DAMAGES, AND (2) WILL NOT EXCEED THE NET AMOUNT PAID TO COMPUNET BY CUSTOMER FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM. COMPUNET SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS AND CONDITIONS OR THE PRODUCT OR SERVICE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA, COSTS OF COVER, OR FOR ANY DAMAGES OR SUMS PAID BY CUSTOMER TO THIRD PARTIES, EVEN IF COMPUNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY APPLIES**

**WHETHER ANY CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF 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.**

13. **No Changes.** A Quote is accepted by Customer and becomes a binding contract on the terms set forth in it (including these Terms) when (a) Customer signs and returns the Quote; (b) Customer issues a purchase order in response to it; (b) Customer delivers another document or communication acknowledging it and indicating acceptance; or (c) CompuNet commences performance pursuant to the Quote upon direction from Customer. CompuNet objects to and rejects any conflicting or additional terms contained in a purchase order, acceptance, acknowledgement, or other documents issued or delivered by Customer in response to the Quote. Except as expressly provided in these Terms, a Quote cannot be modified except by written agreement signed by an authorized representative of CompuNet.
14. **Miscellaneous.** Customer may not assign these Terms without the prior written consent of CompuNet. Any other purported assignment of these Terms will be void. CompuNet may assign its rights and obligations hereunder without limitation. These Terms together with the Quote constitute the entire agreement between the parties regarding their subject matter and supersede all prior discussions and writings between the parties with respect to the same, except to the extent Customer and CompuNet are parties to a Master Product Purchase and Services Agreement or similar master agreement ("Agreement"), in which case the terms of such Agreement shall control to the extent they directly conflict with these Terms. These Terms shall supplement such Agreement to the extent they do not directly conflict and are not voided by Sections 5(a) or 6(a) of the Agreement or any similar provision voiding non-conflicting terms in adding to the Agreement's terms. Customer warrants that it has the right to enter into these Terms and that the Quote has been executed by an authorized representative of Customer. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy. If any provision of these Terms becomes unenforceable or illegal, it will be reformed to the minimum extent necessary for these Terms to otherwise remain in effect. CompuNet is not an agent, partner, or joint venturer of Customer. The laws of the State of Idaho, USA govern the interpretation of these Terms, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is excluded in its entirety from application to these Terms. Customer consents to the exclusive jurisdiction of the federal and state courts in Ada County, Idaho, USA for any dispute arising under or relating to these Terms. **TO THE EXTENT NOT PROHIBITED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY CLAIM OR COUNTERCLAIM ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS.** Customer's obligations under these Terms will survive the expiration or other termination of any License or Customer's subscription for any Products.