

SoldierPoint Digital Health, LLC

SOLDIERPOINT PRODUCTS AND SERVICES ADDENDUM TO FAR 52.212-4 Contract Terms and Conditions – Commercial Products and Services

SoldierPoint products and services are provided to U.S. Government customers on a commercial items' basis (i.e. as Commercial Components, Commercial Computer Software, Commercial Products, Commercial Services, and Commercially Available Off-the-Shelf (COTS) Items, as those terms are defined in FAR 2.101) and in accordance with the applicable provisions of FAR Part 12, Acquisition of Commercial Products and Commercial Services.

These **terms and conditions of sale** (the "Agreement") represent SoldierPoint's customary commercial terms and conditions and are the FAR 52.212-4 clauses tailored pursuant to, and as allowed by, FAR 12.302. The terms and conditions of this Agreement supersede the untailored version of the same clauses in FAR 52.212-4. The Quote submitted by SoldierPoint to the Customer or U.S. Government is incorporated by this reference as a material part of this Agreement. It is the understanding of the parties that a contract award, such as an SF 1449 or SF 30, will be issued by Customer incorporating this Agreement, Quote, and Statement of Work, if any.

The Agreement represents the governing terms and conditions between **SoldierPoint Digital Health, LLC**, a Virginia Limited Liability Company with its principal location at 2121 Cooperative Way, Suite 500, Herndon, Virginia 20171, ("SoldierPoint") and the U.S. Government customer (the "Customer") identified in the Quote and Order and/or Task Order (together sometimes referred to herein as the "Parties" or individually as a "Party") with respect to the Quote and/or Order.

Definitions.

"Affiliate" means (i) with respect to SoldierPoint, any legal entity that SoldierPoint controls, which controls SoldierPoint, or which is under common control with SoldierPoint. "Control" means, for the purpose of this definition, ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity; and, (ii) with respect to the United States Government ("Government"), any agency, office, bureau, department, component, or other entity of the that are allowed to use this Agreement (as part an award for the acquisition of SoldierPoint commercial products or services).

"Customer" means the legal entity that has entered into this Agreement.

"Deliverables" means the deliverables specified in the Quote and Order (and any Statement of Work).

"Delivery Date" means the date or dates specified in the Quote by which SoldierPoint intends to deliver the Work.

"Intellectual Property Rights" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and

other industrial property rights, and all improvements thereto and derivatives thereof; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

"Preexisting Materials" means any Intellectual Property Rights or tangible personal property of SoldierPoint or Customer created before the date of the Order or outside the scope of the Order.

"Products" means hardware, software, supplies, and any tangible goods specified in the Quote and Order.

"Order" means the Customer ordering document provided by Customer to SoldierPoint for the Work, whether identified as Order, Task Directive, Task Order, or title of similar import, and includes this Agreement, regardless of any language contained in the Order, and this Agreement is incorporated therein by Customer's act of issuing and/or signing the Order.

"Quote" means SoldierPoint's written offer, or expression of the price, to supply a quantity of product(s) or a specified service or services in response to the Customer solicitation, request for quotation, or request for proposal.

"Services" means all SoldierPoint services performed under this Agreement.

"Statement of Work" or "SOW" means the document specifying the scope, objective, and time frame of any services that SoldierPoint will perform for Customer or Customer's customer(s).

"Work" means the Deliverables, Products, and/or Services specified in the Quote and Order, including any SOW thereto.

1. Delivery.

1.1 **Timing.** SoldierPoint will use commercially reasonable efforts to ensure that all orders for Work that require scheduling, lead times, or that otherwise take some period of time to complete are managed in a manner intended to meet the applicable Delivery Date(s). SoldierPoint will use commercially reasonable efforts to keep Customer informed of Delivery Dates and coordinate same with Customer.

1.2 **Point of Delivery.** Unless expressly agreed otherwise by SoldierPoint in writing, all shipments shall be FOB Origin. Customer assumes responsibility for all shipping and delivery charges, and risk of loss for the products passes to Customer upon placement of products with the carrier and departure from the point of shipment. SoldierPoint and/or its suppliers will preserve, pack, package and handle the products

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so as to protect them from loss or damage and in accordance with standard commercial practices.

2. Pricing and Payment Terms.

2.1 Pricing, Insurance and Shipping Charges. SoldierPoint products and services are provided as a commercial item. Under no circumstances will SoldierPoint accept Work that would require the submission of cost or pricing data as defined by 48 C.F.R. 15.4, or the submission of non-commercial items. Prices quoted exclude all applicable taxes (including, but not limited to, sales, use, value-added and ad valorem taxes, tariffs, and assessments after audit) and duties. Customer is responsible for payment of all applicable taxes, exclusive of taxes based on SoldierPoint's income and duties resulting from this agreement. If Customer qualifies for tax or resale exemptions, Customer must provide SoldierPoint with appropriate exemption documentation applicable to the particular tax authority (or authorities) at the time of submittal of the Order.

2.2 Invoice and Payment Terms. Payment shall be due thirty (30) days from date of SoldierPoint's invoice. If Customer fails to make payment within thirty (30) days of the date of invoice, SoldierPoint may, without liability and without waiving SoldierPoint's right to payment and interest as set forth herein: (i) suspend or terminate any services being provided to Customer; (ii) repossess and/or reclaim any products or deliverables provided by SoldierPoint; and/or (iii) suspend services, product deliveries, and/or shipment (including partial shipments) of any order; and/or (iv) may, at its option, require Customer to prepay for further services and/or products. Customer grants SoldierPoint a security interest in products and deliverables under this agreement to secure payment for those products and deliverables. If requested by SoldierPoint, Customer agrees to execute financing statements to perfect this security interest. Customer has no right of set-off with respect to the payments Customer is required to make under this agreement.

3. Warranty and Disclaimers. During performance and delivery under this agreement, SoldierPoint shall perform the services and provide such products at the place of performance as set forth in the applicable Quote or SOW. Customer agrees that, (i) unless Customer has disclosed to SoldierPoint in writing that Customer is a reseller of the Work to Customer's customer(s), Customer is the end user of the products and services supplied by SoldierPoint, and (ii) all rights, warranties, and representations applicable to such products and services, including those provided in any software licensing agreement, shall apply to the Customer end user. SOLDIERPOINT AND ITS ASSIGNS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ANY PRODUCT. When available, SoldierPoint will provide Customer with third party Original Equipment Manufacturer ("OEM") warranties on a pass-through basis; however, SoldierPoint does not accept any responsibility or liability whatsoever associated therewith. In the event SoldierPoint is providing products and/or services as the OEM,

only the warranties explicitly included in the applicable Quote and Customer's Order shall apply.

4. Returns and Cancellations. All sales are final. Except as provided in SoldierPoint's warranty statements, SoldierPoint does not accept returns unless (i) SoldierPoint shipped a product other than as specified in a Quote and corresponding Order; (ii) such product is unopened; and (iii) the product is returned in accordance with SoldierPoint's then current Return Material Authorization ("RMA") policy and procedures. In addition, return of all third party manufactured products shall be subject to the applicable manufacturer's applicable RMA policies and procedures. Except as otherwise agreed to by the applicable OEM or supplier in relation to the Quote, SoldierPoint does not accept order cancellations, in whole or in part, unless such cancellation is in accordance with the applicable OEM's or supplier's cancellation policies and procedures. Customer may be required to provide written justification and/or contact the OEM or supplier directly for any cancellations.

5. Applicable End User Terms. Customer acknowledges and understands that certain products, software, subscriptions, and services have terms and conditions that are applicable to, and govern usage rights of, Customer and Customer's customer(s) as the end-user of any such items (i.e. terms of service, end user license agreements, terms of use, etc.). SoldierPoint will use commercially reasonable efforts to provide Customer with such terms and conditions at the time of Quote or SOW, upon or after receipt of an Order, and/or upon delivery or performance, in accordance with SoldierPoint's standard practices. Customer agrees that it shall be, and make all Customer customers (if Customer is a reseller), bound by all such applicable terms and conditions of the Products and Services Customer orders.

6. Compliance.

6.1 Applicable Laws. The Parties shall comply with all applicable laws, regulations, rules, executive orders, and contract or subcontract provisions and clauses relating thereto when notified thereof, including but not limited to laws, regulations, rules, and executive orders related to equal employment opportunity, affirmative action, gifts, bribes, gratuities, and kickbacks, lobbying, hiring of government employees, antitrust, security, and procurement integrity.

6.2 Export Compliance.

a) Customer understands that the products and services, including technology, to be delivered under this agreement may be subject to export control laws and regulations of the United States, including the Export Administration Regulations and the regulations of the Office of Foreign Assets Control, and agrees not to divert such products and services in a manner contrary to U.S. law. Customer further understands that the products and services to be transferred under this agreement may be subject to foreign import, use and export laws. Customer agrees to comply, at its sole expense, with all applicable U.S. and foreign governmental requirements relating to Customer's exports from the United States, importation and use outside of the United States, and/or re-exports from abroad of such

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products and services, including any requirements to obtain licenses or other authorization prior to transfer or use. SoldierPoint is not the responsible party for exporting items and will not be the U.S. Principal Party in Interest in any order resulting from the Quote.

b) Customer agrees to indemnify, defend and hold SoldierPoint, its directors, officers and employees, including any subsidiaries, affiliates and divisions, harmless, from and against any claims, liabilities, demands, penalties, fines and costs resulting from Customer's failure to comply with the requirements of, or breach of the representations and warranties in this Section 7. Customer also agrees that SoldierPoint may withhold provision of products or services under the Order or any other contract between the Parties if SoldierPoint believes, in good faith, that Customer has breached this Section 7.

c) Customer represents that it is not the subject of any U.S. Government order or designation that restricts or prohibits its participation in financial or export transactions with U.S. persons or involving U.S. goods or services. Customer agrees to immediately inform SoldierPoint if at any time during the term of this agreement Customer becomes subject to such restrictions.

d) Customer represents and warrants that it is either: (i) a U.S. Person as that term is defined in the U.S. export laws and regulations; or (ii) that it has disclosed to SoldierPoint in writing the country in which it is incorporated or otherwise organized to do business, or, if a natural person, all citizenships and U.S. immigration status.

6.3 **Disclosures.** SoldierPoint participates in commercial marketing development/marketing incentive fund programs ("MDF Programs"), under which it receives industry standard rebates offered by certain OEMs. The rebates are in the form of funds and resources to help the channel partner, such as SoldierPoint, with sales and marketing programs. Rebates are determined and paid periodically based on aggregate qualifying sales. The MDF Programs do not incentivize sales personnel to advocate for any particular OEM's offerings. SoldierPoint is committed to full transparency and adherence to all applicable rules and regulations governing these programs.

7. Term, Termination, Cancellation, Changes, and Stop-Work Orders.

7.1 **Term.** The Order shall remain in effect until all Work thereunder has been terminated or completed and accepted in accordance with these terms.

7.2 **Termination for Cause.** Either Party shall have the right to terminate this agreement and any Order in the event that the other Party breaches any material term hereof or fails to make timely payment on any invoice hereunder and fails to cure such breach within thirty (30) calendar days if such breach is capable of being cured. Failure by SoldierPoint to take such

action, immediately or otherwise, shall not constitute a waiver of said right or any other right SoldierPoint may have through contract, law or otherwise.

7.3 **Termination for Insolvency.** SoldierPoint may immediately terminate this agreement and any Order by giving written notice to Customer in the event of (i) the liquidation or insolvency of SoldierPoint, (ii) the appointment of a trustee, receiver or similar officer for SoldierPoint, (iii) an assignment by SoldierPoint for the benefit of all or substantially all of its creditors, (iv) entry by SoldierPoint into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, excluding such agreements that do not have a substantial negative impact in the financial stability of the Party entering into such agreement, or (v) the filing of a meritorious petition in bankruptcy by or against the SoldierPoint under any bankruptcy or debtors' law for its relief or reorganization.

7.4 **Effect of Termination.** Upon termination of this agreement or any Order:

- a) All rights of Customer hereunder shall terminate.
- b) If terminated in accordance with Sections 7.2 or 7.3, the due date of all monies due to SoldierPoint shall automatically be accelerated such that they become due and payable on the effective date of termination, even if longer terms had been provided previously.
- c) Customer and/or SoldierPoint shall immediately return to the other all Confidential and Proprietary Information and data (including all copies thereof) then in such Party's possession or custody or control retaining only such material as may be required to comply with financial reporting or tax obligations or for legal file purposes.

7.5 IN THE EVENT OF ANY TERMINATION OF THIS AGREEMENT OR AN ORDER SUBJECT HERETO, CUSTOMER SHALL, EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, HAVE NO RIGHTS TO DAMAGES OR INDEMNIFICATION OF ANY NATURE, WHETHER BY WAY OF LOSS OF FUTURE PROFITS, EXPENDITURES, OR OTHER COMMITMENTS IN CONNECTION WITH THE BUSINESS AND GOOD WILL OF THE CUSTOMER. CUSTOMER EXPRESSLY WAIVES AND RENOUNCES ANY CLAIM TO COMPENSATION OR INDEMNITIES FOR ANY TERMINATION OF THIS AGREEMENT OR AN ORDER.

8. Confidential Information.

8.1 **General Confidentiality.** Subject to the requirements of 5 U.S.C. 552 (Freedom of Information Act) and 18 U.S.C. 1905 (Trade Secrets Act): Each Party agrees not to use any Confidential Information (as defined herein) of the other Party except in performance of the Order and not to disclose such information to third parties (other than, as determined

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by the receiving party in good faith, those persons with a genuine “need to know” and who will similarly limit the use and disclosure of the information, such as attorneys, accountants, commercial and investment bankers, consultants, Board members and certain key employees). All information which the disclosing party considers confidential will be conspicuously marked or otherwise labeled “Confidential,” “Proprietary,” “Sensitive” or in another manner indicating its confidential and/or proprietary nature or which, in the case of oral information, is specifically identified at the time of disclosure as being confidential, proprietary or sensitive; provided, however, such oral information must be reduced to writing and delivered to receiving party within ten (10) days of oral disclosure. Notwithstanding the foregoing, the terms, conditions, and existence of the Order, and SoldierPoint’s pricing, discounts, margins, and non-public customer data will be considered Confidential Information whether or not so marked. With respect to both Parties hereto, for purposes hereof, Confidential Information will not include any information that: (i) is now or becomes in the public domain through no breach of the terms and conditions of the Order; (ii) is in the possession of the receiving party as of the date of execution hereof and is not subject to nondisclosure obligations; (iii) is independently learned by the receiving party from a third party without breach of the terms and conditions of the Order; or (iv) is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party. Each Party acknowledges that the other Party will suffer irreparable injury as a result of any use, disclosure, or duplication of its Confidential Information by the other Party in violation of the provisions of this Section. Accordingly, either Party will be entitled in such event to seek preliminary and final injunctive relief in addition to any other applicable remedies, including the recovery of damages. The provisions of this Section will survive the completion, termination, or expiration of the Order. Each Party will notify the other immediately upon learning of any unauthorized use, disclosure, or duplication of Confidential Information.

8.2 Required Disclosures. Either Party will have the right in its good faith discretion to make such public press releases, announcements or other communications as it reasonably believes are necessary to comply with applicable federal and state securities or other laws and the regulations, as the case may be, but only to the extent of not divulging any proprietary or Confidential Information of the other Party.

9. Indemnification and Limitation of Liability.

9.1 Indemnification by SoldierPoint. SoldierPoint shall, at its sole expense, indemnify, defend and hold harmless Customer from and against any and all claims, losses, damages, injury, liability, expenses of whatever form or nature and costs, including but not limited to reasonable attorneys' fees and court costs (collectively “Claims”), directly resulting from: (i) an allegation that any Product supplied or service performed by SoldierPoint hereunder infringes or constitutes

wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party; or (ii) any grossly negligent or intentionally wrongful act or omission to act by SoldierPoint, to the proportionate extent SoldierPoint is found to have been grossly negligent or to have acted wrongfully. However, SoldierPoint shall only be obligated to indemnify, defend and hold harmless Customer pursuant to the foregoing in the event that Customer provides prompt notice of any such Claims (such that SoldierPoint’s position in or ability to properly defend the matter is not prejudiced) and grants SoldierPoint control of the defense and settlement of any such Claims. Notwithstanding anything else contained herein, SoldierPoint shall only be obligated to indemnify, defend and hold Customer harmless in relation to Claims caused by or related to products manufactured by, or services performed by, a third party to the extent such third party indemnifies, defends and holds SoldierPoint harmless for such Claims.

9.2 Indemnification by Customer. To the extent permitted by applicable law, Customer shall, at its sole expense, indemnify, defend and hold harmless SoldierPoint and its subsidiaries, their respective officers, directors, employees, agents, successors, subcontractors, suppliers and assigns, (collectively and individually, the “Indemnified Parties”) from and against any and all claims, losses, damages, injury, liability, expenses of whatever form or nature and costs, including but not limited to reasonable attorneys' fees and court costs, resulting from, arising out of, or in any way connected with this agreement, whether or not caused or contributed to by SoldierPoint based upon: (i) Customer’s use of the services or products or harm caused thereby; (ii) any negligence or alleged negligence or other tortious conduct on the part of Customer or Customer’s agents, invitees, employees, contractors, subcontractors, officers, directors, and/or end users; (iii) an allegation that any service, product, or portion thereof infringes or constitutes wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party due to the manner in which Customer deployed, utilized, or combined the service or product with other services, products, and/or software that was not approved by SoldierPoint in writing; (iv) representations or statements about SoldierPoint and/or any of its products or services (including products and support services) not specifically authorized by SoldierPoint herein or otherwise in writing; (v) alterations of a product or service; and/or (vi) violation of any applicable law, regulation, or order.

9.3 Limitation of Liability. EACH PARTY’S MAXIMUM, AGGREGATE LIABILITY TO THE OTHER FOR ANY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT AND ANY ORDER SHALL BE LIMITED TO, AND SHALL UNDER NO CIRCUMSTANCES EXCEED, THE AMOUNTS GOVERNMENT PAID AND OWE FOR ACCEPTED DELIVERY AND PERFORMANCE OF REQUIREMENTS OF THE APPLICABLE ORDER. NEITHER PARTY, UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR

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PUNITIVE DAMAGES, OR FOR THE LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

9.4 **Exclusive Remedy.** This Section 9 states the entire obligation of SoldierPoint, and the exclusive remedy of Customer, with respect to any infringement or alleged infringement of any intellectual property rights or proprietary rights. This indemnity obligation and remedy are given to Customer solely for its benefit and in lieu of, and SoldierPoint disclaims, all warranties, conditions and other terms of non-infringement with respect to any product or service.

9.5 **Two Year Limitation: Discrepancies.** Customer may not bring a claim or action regardless of form, arising out of or related to the Order or this agreement, including any claim of fraud or misrepresentation, more than two (2) years after the delivery of any Products, completion of any services, or payment of any invoice at issue, or more than two (2) years after any such cause of action accrues, whichever is later. In addition, Customer agrees to bring any administrative discrepancies, including but not limited to, invoice errors, shipment discrepancies and return variances, to SoldierPoint's attention in writing within ten (10) days from the date of the incident's occurrence (e.g. invoice date, receipt of good, etc.). Customer's failure to raise an administrative discrepancy (with appropriate supporting documentation) within this period will be a waiver of Customer's right to dispute the incident at a future date.

10. **Media Releases.** Except for any announcement intended solely for internal distribution or any disclosure required by legal, accounting, or regulatory requirements beyond Customer's reasonable control, all media releases, public announcements, or public disclosures by Customer or its employees or agents relating to the Order or its subject matter, will require the prior written approval of SoldierPoint prior to release thereof.

11. **Independent Contractors.** Nothing in the Order is intended to establish or authorize either Party as an agent, legal representative, joint venture, franchise, employee, or servant of the other for any purpose. Neither Party will make any contract, agreement, warranty, or representation on behalf of the other Party, or incur any debt or other obligation in the other Party's name, or act in any manner which has the effect of making that Party the apparent agent of the other. Neither Party will assume liability for, or be deemed liable as a result of, any such action by the other Party. Neither Party will be liable by reason of any act or omission of the other Party in the conduct of business or for any resulting claim or judgment.

12. **Intellectual Property.** All brand names, product names, trade names, domain names, graphics, logos, service marks, and trademarks related to the products and/or services (collectively referred to as "Marks") are the property of SoldierPoint, its assigns, service providers, suppliers, or their affiliates. All such parties retain all right, title and interest in and to the Marks, including all intellectual

property rights. Customer may not remove from, add to, or alter any portion of the Marks, copyright notices, or other proprietary rights or marking associated with the products and/or services. Customer is prohibited from using any of the Marks for any purpose without SoldierPoint's express written consent. The Customer agrees that in SoldierPoint's performance hereunder, all ideas, inventions, designs, drawings, models, writings and other copyrightable material, discoveries, derivatives, and improvements (hereinafter referred to as "Subject Inventions") shall become the sole property of SoldierPoint and that during or subsequent to the period of this agreement, the Customer expressly, automatically, and irrevocably assigns to SoldierPoint all right, title, and interest worldwide to such Subject Inventions, including, without limitation, all patent rights, copyrights, trade secrets, trademarks, moral rights, and all applicable proprietary and intellectual property rights, regardless of whether such Subject Inventions are created by SoldierPoint or Customer. Customer further agrees to execute and deliver to SoldierPoint all documents required to assign such rights and to take such other action as may be reasonably required by SoldierPoint to assist it in the assignment of the rights described in this Section 12. In the event that the assignment of intellectual property rights hereunder is otherwise ineffective, Customer hereby grants SoldierPoint a worldwide, irrevocable exclusive fully paid license to the Subject Inventions and to produce derivative works based thereon, without any liability or other obligation related thereto.

13. **Assignment.** Neither party may assign this Agreement or any portion of it without the written consent of the other in a manner inconsistent with FAR 52.212-4(b).

14. **Notices.** All notices, orders, directives, request or other written communications required or permitted to be given or sent hereunder, will be deemed given if mailed first class, postage paid or sent by electronic mail facsimile, and if addressed as follows:

In the case of Customer:

To the most recently provided address, facsimile number, telephone number, or email address that was provided by Customer on the applicable Order.

In the case of SoldierPoint:

SoldierPoint Digital Health, LLC.
2121 Cooperative Way., Suite 500
Herndon, Virginia 20171
ATTN: CONTRACTS & LEGAL DEPARTMENT
Fax Number: (703) 793-0662
Phone Number: (703) 279-3000
E-mail: ContractNotices@soldierpoint.net

With a copy to:

SoldierPoint Digital Health, LLC.
2121 Cooperative Way, Suite 500
Herndon, Virginia 20171
Attn: [\[Your Account Manager or Sales Rep\]](#)
Fax Number: [\[Your Account/Project Manager\]](#)
Phone Number: [\[Your Account/Project Manager\]](#)
E-mail: [\[Your Account/Project Manager\]](#)

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15. **Force Majeure.** Neither Customer nor SoldierPoint shall be liable for any delay in delivery, or delay in the performance of other acts required hereunder (except an obligation to make payment), when resulting from causes wholly beyond the reasonable control of either Party. Such causes shall include, but not be limited to: acts of God, acts of government, wars, revolutions, civil disturbances, strikes, floods, fire, labor disputes or shortages, utility curtailments, power failures, explosions, shortages or delays in delivery of equipment, products or supplies, wrongful acts or omissions of third parties, perils of the sea or other interruption of transportation. Notice to this effect ("Notice of Force Majeure") shall be given in writing or e-mail as soon as reasonably possible to the other Party. The existence of such causes of delay shall justify the suspension of performance hereunder by either Party and shall extend the time for such performance for a period equal to the period of delay.

16. **Severability.** Each clause, sentence, paragraph and provision hereof is entirely independent and severable from every other clause, paragraph and provision. If any judicial authority or state or federal regulatory agency or authority determines that any portion hereof is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of the Order or this Agreement, which will remain and continue in full force and effect. In all other respects, all provisions of the Order and this Agreement will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the Parties.

17. **Survival.** All provisions hereof which are, by their nature, intended to survive the expiration or termination of the Order will survive such expiration or termination.

18. **Counterparts.** The Order and this Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Order and this Agreement may be executed by facsimile, electronic

communication in portable document format (.pdf) or duplicate originals, and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures. Alternatively, a reference to or incorporation of SoldierPoint's Quote Number in the Order shall act as incorporation and acceptance of this Agreement.

19. **Use of Contractors.** SoldierPoint may use contractors to perform the requirements of the contract but SoldierPoint will be responsible for the performance of the contractors subject to the terms of this Agreement.

20. **Entire Agreement.** The comprehensive agreement (if any), Order (except any preemptively rejected terms and conditions contained therein), the Quote, and this Agreement of Sale contain the entire agreement between the Parties concerning the subject matter thereof, and supersedes all prior agreements, arrangements, understandings, letters of intent, conversations, and negotiations, whether oral or written, with respect to the subject matter hereof. The Parties stipulate that there are no representations with respect to the subject matter of the Order except those representations specifically set forth in the Order, the Quote, and this Agreement. The Parties specifically agree that (i) headings in this agreement are inserted for convenience only and shall not affect the construction or interpretation of this agreement or the Order; (ii) the word including shall not limit the meaning of the preceding words or terms; and (iii) in cases of ambiguity in the construction of this Agreement there shall be no presumption against either Party as the "drafter." This Agreement and those set forth in the Quote may not be changed orally, and may only be amended or modified in writing, signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

21. **Order of Precedence.** Notwithstanding anything else contained herein, in the event of any conflict or inconsistencies between the documents forming this agreement, the order of precedence shall be: (1) this Agreement; (2) the Order; and, (3) the FAR.

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END USER TERMS AND CONDITIONS

The links to the end-user terms and conditions available online are provided here for your convenience:

CISCO

[Cisco | General Terms](#)

[Cisco Contract Experience \(access to end user agreements\)](#)

DELL

[Dell | Terms of Sale](#)

CARAHSOFT

[Carahsoft | OEM Agreements](#)

HPE

[HPE | End User Agreements](#)

HPI

[HPI | EULA](#)

IRON BOW TECHNOLOGIES, LLC

[Iron Bow | End User Agreements](#)