

OPEN MARKET TERMS OF SERVICE

1. **Controlling Terms and Conditions** This Quote ("Quote") constitutes a firm offer to Buyer by DLT Solutions, LLC ("DLT") for thirty (30) days. Buyer's issuance of a Purchase Order against this Quote to DLT shall constitute Buyer's acceptance of these terms and conditions. Any terms and conditions proposed by Buyer that are inconsistent with or in addition to the terms and conditions contained in DLT's Quote shall be null and void, and of no effect unless specifically agreed to by DLT in writing. These terms and conditions, any referenced exhibits, attachments, or other documents, constitute the entire agreement between the parties with respect to the subject matter of this Quote, and supersede and prior or contemporaneous written or oral agreements pertaining thereto.
2. **Manufacturer Terms** These terms and conditions are between DLT and Buyer and are not intended by the parties to, and shall not in any way, modify, alter or negate any of the applicable manufacturer's end user terms and conditions ("Manufacturer Terms"). Buyer expressly agrees to display, operate, demonstrate and sell the items listed in this Quote ("Offerings") strictly in accordance with the Manufacturer Terms and any additional product descriptions or usage terms as may be included in this Quote.
3. **DLT Proprietary Information** Buyer shall not use any of DLT's proprietary information or confidential information, information, including but not limited to business and/or product plans, pricing, marketing initiatives, designs and documentation, for any purpose not set forth herein.
4. **Customer Order** Upon request, Buyer must provide a copy of the sales, purchase, or delivery order from its Customer for sales subject to this Quote.
5. **Payments. Payments** Buyer agrees to pay DLT within thirty (30) days after invoice date. All payments must be in U.S. dollars and shall not be deemed to have been made until the payment is received by DLT in Herndon, VA, or its remittance is made to the bank account designated by DLT. DLT reserves the right to charge interest on all overdue payments at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or any lesser amount that is the maximum permitted by applicable law.
6. **Customer Non-Payment** Buyer is solely responsible for obtaining payment from its Customer. The risk of non-payment or payment in arrears by a Customer shall be borne directly by Buyer and shall not modify or otherwise affect Buyer's obligation to pay DLT any amounts owed.
 - a) **Late Payments** If Buyer fails to make timely payment of any amount due under this Agreement, DLT shall have the right, in addition to all other rights and remedies available to DLT at law or in equity, to immediately revoke any or all credit extended, to delay, or cancel future deliveries or reduce or cancel any quantity discounts extended to Buyer.
 - b) **Exclusion of Taxes** Prices of Offerings do not include sales, withholding, general excise, business and occupation, or similar taxes. Buyer shall be responsible for all applicable taxes imposed, either directly or when invoiced by DLT, or provide DLT with an appropriate tax exemption certificate in a form satisfactory to DLT. In the event that any such taxes paid by Buyer are recoverable by DLT, DLT shall reimburse Buyer within thirty (30) days of such recovery, provided that Buyer has previously provided payment receipts for such paid taxes to DLT to substantiate its claim
 - c) **No Set-Offs** Buyer shall not deduct any amounts owed from any DLT invoice without DLT's express written approval, which approval shall be contingent upon Buyer providing all supporting documentation for such deduction as required by DLT.
7. **Buyer Permits, Import Duties, and Taxes** Buyer shall be responsible, at its own expense, for obtaining all necessary import, export, and other permits that are required under applicable law and for the payment of all taxes and duties imposed on the delivery, importation, sale or license of the Offerings in this Quote.
8. **Delivery** Delivery of items listed in this Quote shall be F.O.B Origin. Buyer shall assume all risk of loss or damage to Offerings while in transit. Buyer shall be responsible for all costs of shipping, transportation, freight, insurance, taxes and similar items. Absent shipping instructions to the contrary, DLT shall select methods and routes for shipment, but shall not assume any liability in connection with shipment or constitute any carrier as its agent.
9. **Inspection/Acceptance** Unless otherwise stated in the Manufacturer Terms, DLT can only, and shall only tender for acceptance of those items that substantially conform to the software manufacturer's published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Buyer reserves the right to inspect or test any supplies or services that have been delivered. The Buyer may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or repair/replacement is not possible, the Buyer may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Buyer must exercise its post-acceptance rights (1) within the warranty period; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
10. **Warranties** DLT shall pass through to Buyer all commercial warranties provided by the manufacturer.

11. **Return Policy** If applicable, returns shall be governed by the manufacturer's warranty and return material authorization policies in effect at the time of the return and/or the terms of the Manufacturer Terms.
12. **Restrictions** Buyer may not reverse engineer, decompile, disassemble, or otherwise attempt to derive or obtain any source code, structure, algorithms, process, technique, technology, know how or ideas underlying or contained in the Offerings, or allow, assist or permit a third party to do any of the foregoing. In addition, except as expressly set forth in this Agreement, Buyer may not: (i) copy, modify, alter, adapt or prepare any derivative works from the Offerings, or any part thereof, (ii) rent, make available on a service bureau or hosted basis or otherwise provide temporary access to the Offerings or portion or components thereof, or (iii) allow, assist, or permit others to do any of the foregoing. Without limiting the generality of the foregoing, Buyer may not change the marks, legends, or logo's appearing on the Offerings, nor add any additional marks, legends or logo's to the Offerings without DLT's express, prior written consent.
13. **Limitation of Liability** IN NO EVENT SHALL DLT, ITS AFFILIATES OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING COSTS FOR PROCUREMENT OF SUBSTITUTE OFFERINGS OR SERVICES, WHETHER OR NOT DLT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. DLT'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES PAID BY BUYER TO DLT FOR SUCH OFFERINGS OR SERVICES GIVING RISE TO THE CLAIM.
14. **Disputes** In the event of a dispute or claim, the parties hereby submit to the exclusive jurisdiction of the federal and state courts in the Commonwealth of Virginia.
15. **Compliance with Laws** Each party shall comply at all times with all applicable federal, state, and local laws, and all other applicable regulations under these terms and conditions.
16. **Force Majeure** Neither DLT nor the Buyer shall be liable for any default for failure to perform its obligations under this Agreement due to acts of God, quarantine, pandemic, outbreak of disease, travel advisories, event attendees' internal travel restrictions, governmental guidance against gatherings of a certain size, epidemic, flood, fire, strikes, volcano, air space closure, ground stops, acts of public enemy, acts of superior governmental authority or any other cause beyond the reasonable control of the party whose performance is affected (each a "Force Majeure Event"). Either party shall promptly notify the other of the occurrence of a Force Majeure Event, which in its judgement, may affect the performance of its obligations under these terms and conditions.
17. **Assignments** Buyer may not assign any rights and/or obligations under this Quote without the prior written consent of DLT.
18. **Order of Precedence** In the event of a conflict, the order of precedence between the Parties shall be as follows: (1) DLT Quote; (2) Documents Incorporated by reference on the DLT Quote; and (3) Buyer terms and conditions (if expressly agreed to in writing by DLT).