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Terms and Conditions of Sale
Rev 2011A – February 19, 2021

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSION THAT MAY APPLY TO YOU.

This Agreement contains the terms and conditions that apply to your purchase from the Abadata Computer Corporation, Inc, that will be provided to you ("Customer") on orders for products sold in the United States. By accepting delivery of the products described on that invoice, Customer agrees to be bound by and accepts these terms and conditions. THESE TERMS AND CONDITIONS APPLY (i) UNLESS THE CORPORATE PRESIDENT DEEMS A CHANGE IN WRITING, OR (ii) UNLESS TWO CORPORATE OFFICERS DEEMS A CHANGE IN WRITING, OR (iii) UNLESS OTHER ABADATA COMPUTER CORPORATION, INC. STANDARD TERMS APPLY TO THE TRANSACTION. These terms and conditions are subject to change without prior written notice at any time, in Abadata Computer Corporations, Inc.'s sole discretion.

1. Other Documents. These terms and conditions may NOT be altered, supplemented, or amended by use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and Abadata Computer Corporation Inc, as denoted in (i), (ii) or (iii) above.

2. Governing Law. THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. VENUE IS HEREBY ESTABLISHED AS HURON COUNTY, MICHIGAN.

3. Payment Terms: Quotes: Interest. Terms of payment are within Abadata Computer Corporation, Inc.'s sole discretion, and unless otherwise agreed to by Abadata Computer Corporation, Inc, payment must be received by Abadata Computer Corporation, Inc. prior to Abadata Computer Corporation Inc.'s acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Abadata Computer Corporation, Inc. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. Abadata Computer Corporation, Inc. may invoice parts of an order separately. Orders are not binding upon Abadata Computer Corporation, Inc. at the Company's sole discretion. Any quotations given by Abadata Computer Corporation will be valid for the period stated on the quotation unless market conditions, acts of God, or other condition determined solely at Abadata Computer Corporation, Inc.'s discretion deems it necessary to alter that period. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law. Any checks returned for "insufficient funds" will be assessed a \$35.00 processing fee. Customer also agrees to pay for any and all costs of collection, including costs and reasonable attorneys' fees incurred by Abadata Computer Corporation, Inc. before and including litigation.

4. Shipping Charges: Taxes. Separate charges for shipping and handling will be shown on Abadata Computer Corporation, Inc.'s invoice(s). Unless Customer provides Abadata Computer Corporation, Inc. with a valid and correct tax exemption certificate applicable to the product ship-to location prior to Abadata Computer Corporation, Inc.'s acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order, however designated, except for Abadata Computer Corporation, Inc.'s franchise taxes and taxes on Abadata Computer Corporation, Inc.'s net income. If applicable, a separate charge for taxes will be shown on Abadata Computer Corporation, Inc.'s invoice.

5. Title: Risk of Loss. Title to products passes from Abadata Computer Corporation, Inc. to Customer on shipment from Abadata Computer Corporation, Inc.'s facility or shipping point. Loss or damage that occurs during shipping by a carrier selected by Abadata Computer Corporation, Inc. is Abadata Computer Corporation, Inc.'s responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. Title to software will remain with the applicable licensor(s).

6. Warranties, Disclaimers. ABADATA COMPUTER CORPORATION, INC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LABOR PROVIDED BY ABADATA COMPUTER CORPORATION, INC. IS NOT WARRANTED OR GUARANTEED IN ANY MANNER WHATSOEVER. FURTHER, CUSTOMER AGREES TO HOLD ABADATA COMPUTER CORPORATION HARMLESS FOR ANY DAMAGES, CONSEQUENCES, LOSSES, EXPENSES, ATTORNEY FEES, DATA LOSS, EQUIPMENT MALFUNCTION, BUSINESS INTERRUPTION, EQUIPMENT DEGRADATION, NETWORK MALFUNCTION, LIABILITY, OR ADVERSITY. CUSTOMER ACKNOWLEDGES THAT ABADATA COMPUTER CORPORATION, INC. DOES NOT WARRANTY EXPRESS OR IMPLIED ANY HARDWARE, IT'S USE OR IT'S INTEGRATION WITH OTHER SYSTEMS INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES THAT VERBAL CLAIMS OF WARRANTY OR GUARANTEE SHALL NOT TAKE PRECEDENCE OVER THIS DOCUMENT AND SHALL BE NULL AND VOID. THE CUSTOMER IS RESPONSIBLE FOR AVAILABILITY, INTEGRITY, AND CONFIDENTIALITY, ABADATA ONLY ASSISTS IN ACHIEVING (CIA) NOT RESPONSIBLE.

CUSTOMER ACKNOWLEDGES THAT ABADATA COMPUTER CORPORATION, INC. IT'S OFFICERS, EMPLOYEES, DESIGNEES, TRAINEES, SUBCONTRACTORS, OR ANY ENTITY WORKING IN COOPERATION WITH ABADATA COMPUTER CORPORATION, INC. (HEREAFTER IN THIS PARAGRAPH REFERRED TO ABADATA COMPUTER CORPORATION INC.) SHALL BE HELD COMPLETELY HARMLESS IN ANY ACTION WHATSOEVER FOR ANY REASON WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ABADATA COMPUTER CORPORATION, INC. FREQUENTLY IS REQUIRED TO WORK WITH PRODUCTS FROM DIFFERENT MANUFACTURERS, INCLUDING SOFTWARE AND HARDWARE PRODUCTS AND TECHNOLOGIES THAT INCORPORATE BOTH HARDWARE AND SOFTWARE, AND THAT FREQUENTLY SOFTWARE AND HARDWARE TECHNOLOGIES MAY PRODUCE UNDESIRABLE RESULTS IN AN ENVIRONMENT THAT APPEARS TO BE WORKING PERFECTLY NORMAL WHEN THEY ARE INTEGRATED. CUSTOMER ACKNOWLEDGES THAT SOMETIMES HARDWARE AND SOFTWARE MANUFACTURERS PRODUCTS HAVE UNDESIRABLE FEATURES THAT EVEN THE MANUFACTURER IS NOT AWARE OF. CUSTOMER ACKNOWLEDGES THAT ABADATA COMPUTER CORPORATION, INC. PROVIDES LABOR ON A FEE BASIS AND THAT THE FEE IS DUE AND PAYABLE REGARDLESS OF THE OUTCOME OF THE WORK PERFORMED. EVEN IF THAT OUTCOME IS JUDGED TO BE GROSSLY NEGLIGENT. CUSTOMER ACKNOWLEDGES THAT IT WILL HOLD ABADATA COMPUTER CORPORATION, COMPLETELY HARMLESS EVEN IF THE ACTION INCORPORATES GROSS NEGLIGENCE AND THAT ALL FEES WILL BE DUE AND PAYABLE.

ABADATA COMPUTER CORPORATION IS NOT RESPONSIBLE FOR ANY LOSS OF CUSTOMER DATA. CUSTOMER ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR ALL LEGAL LICENSING OF SOFTWARE AND LICENSABLE PRODUCTS. ABADATA CORPORATION, INC. IS NOT RESPONSIBLE FOR LICENSABLE PRODUCTS UNDER ANY CIRCUMSTANCES.

7. Privacy You acknowledge and agree that the installation, diagnostic or repair services of Abadata Computer Corporation, Inc., are provided without any obligation of confidentiality or non-disclosure on the part of Abadata Computer Corporation, Inc., its employees, or agents. You are advised to delete or

otherwise remove from the Product or environment, prior to access to the Product or environment to Abadata Computer Corporation, Inc., any files, or data you consider private, confidential, or proprietary. You understand and agree that a failure to delete or otherwise remove such files or data shall constitute your waiver of any privacy, confidentiality, or proprietary rights with respect to such files or data. If your Product or environment contains software that enables Abadata Computer Corporation, Inc., technicians to diagnose and repair problems with your Product or environment remotely, you hereby consent to such remote access to your Product or environment by Abadata Computer Corporation, Inc., solely for such diagnostic and repair purposes.

8. Client Environment Responsibilities For all on-site Services the Customer is responsible for the following obligations. You acknowledge and agree that Abadata Computer Corporation, Inc.'s provision of on-site Services is contingent on your full satisfaction of these obligations. Customer responsibilities include:

1. Ensuring that the Technician is not exposed to unsafe, unhealthy, abusive, violent or illegal activities, environment or conduct.
2. Ensuring that the Product or environment to be installed or serviced is present at the actual service or installation location.
3. Providing the Abadata Computer Corporation, Inc. technician with full access to the location where the installation or on-site Service will be performed.
4. Ensuring the installation or service area is free from loose plastic, papers and Styrofoam cups, any of which could cause static charges.
5. Providing a suitable installation and operating location for the Product or environment, which location, at a minimum, is designed to (a) support the size and weight of the Product; (b) provide sufficient space, electrical power, and, if applicable, network cable for the Product, (c) contain the appropriate number and types of electrical outlets, analog phone jacks, and, if applicable, network cables, within reach of the Product, and (d) avoid the possibility of damage caused by impact with other objects, falls, spilled liquids or immersion in liquids, or misuse.
6. Ensuring that the Product or environment to be serviced or installed is located in an environment that poses no potential health or safety hazard to the Abadata Computer Corporation, Inc, Technician.
7. Backing up proprietary and confidential information and maintaining a procedure external to the hardware products for reconstruction of lost or altered files, data or programs (ABADATA COMPUTER CORPORATION, INC., SHALL NOT BE RESPONSIBLE FOR LOSS OF ANY CLIENT DATA).
8. Providing the Abadata Computer Corporation, Inc. technician with operating system software and applicable drivers supporting the Product or the environment (on reasonable media) used during normal operation.
9. Correctly packaging and returning non-functioning parts, Products or Accessories to the supplier.
10. HAVING A REPRESENTATIVE 18 YEARS OF AGE OR OLDER PRESENT WHEN THE ABADATA COMPUTER CORPORATION, INC., AUTHORIZED TECHNICIAN IS PROVIDING ON-SITE SERVICE; and
11. Any other obligations reasonably required by Abadata Computer Corporation, Inc., or the Abadata Computer Corporation, Inc., authorized technician.

9. **Return Policies** Returns of products that are purchased from Abadata Computer Corporation, Inc., are returnable to Abadata Computer Corporation, Inc., solely upon Abadata Computer Corporation, Inc.'s discretion. Products must have a valid return authorization granted solely by Abadata Computer Corporation Inc. before the product may be returned. In most cases returns will not be allowed. In the event that a return is allowed, Abadata Computer Corporation Inc. at its sole discretion may (i) refund the purchase price less any restocking fees that Abadata Computer Corporation, Inc., deems necessary or (ii) may allow a credit on the customer's account for the purchase price less any restocking fees that Abadata Computer Corporation deems necessary.

The returned Product and Accessories must be in the same condition as you received them. You must return all pre-loaded software with the product to obtain a refund for the Product, and you may only return pre-loaded software if you choose to return the Product. You may return other software only if the package has not been opened.

If you are expecting a refund, please allow a reasonable period of time for the Product and/or Accessories to arrive at Abadata Computer Corporation, Inc. Abadata Computer Corporation, Inc., will inspect the Product and/or Accessories and, after they are accepted, process your refund within thirty (30) business days. Abadata Computer Corporation, Inc., will notify you if your Product and/or Accessories are not accepted.

THE LIMITED RETURN POLICY IS NOT A WARRANTY. ABADATA COMPUTER CORPORATION, INC., MAY CHANGE OR CANCEL IT AT ANY TIME AT IT'S SOLE DISCRETION.

10. **Products.** Abadata Computer Corporation, Inc.'s, policy is one of on-going product update and revision. Abadata Computer Corporation, Inc., may revise and discontinue products at any time.
11. **Inspection of Product Upon Receipt.** You must examine the Product and Accessories when you receive them. If any item is damaged or missing, you must notify Abadata Computer Corporation, Inc., within thirty (5) days from the date of delivery.
12. **Limitation of Liability** ABADATA COMPUTER CORPORATION, INC., DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS FOR ANY REASON, ABADATA COMPUTER CORPORATION, INC., WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OR BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. Abadata Computer Corporation shall not be liable for delays or failures in performance with respect to this agreement due to: causes beyond its control; Acts of God, epidemics, war, terrorist attacks, riots, strikes, delays in transportation, part shortages, or inability for causes beyond its control to obtain necessary labor, materials, manufacturing facilities, or incompatibility with product or service.
13. **Arbitration** Any claim, dispute or controversy (whether in contract, tort, or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort and equitable claims) against Abadata Computer Corporation, Inc., its agents, employees, successors, assigns, or affiliates (collectively for purposes of this paragraph, "Abadata Computer Corporation, Inc.,") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Abadata Computer Corporation, Inc.'s advertising, any related purchase, including the validity of this arbitration clause shall be resolved exclusively and finally by binding arbitration administered by the National Arbitration Forum (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371) at Abadata Computer Corporation, Inc.'s sole discretion. The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute or controversy between Customer and Abadata Computer Corporation, Inc., The arbitration shall be held in Huron County, Michigan at the office of Abadata Computer Corporation, Inc. or a place designated by Abadata Computer Corporation, Inc., at its sole discretion, or by telephone, or online. Any award of the arbitrator (s) shall be final and binding on each of the parties and may be entered as judgment in any court of competent jurisdiction. Information may be obtained, and claims may be filed at any office of the NAF or at P.O. Box 50191, Minneapolis, MN 55405.
14. **Applicable Law: Not for Resale.** Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. Customer agrees and represents that it is buying for its own internal use only, and not for resale. Abadata Computer Corporation, Inc., has separate terms and conditions governing resales.
15. **Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from.
16. **Acceptance.** By acquiring any product from Abadata Computer Corporation, Inc., whether by clicking through over the Internet, telephone, facsimile or otherwise, the Customer agrees to be bound by these Terms and Conditions of Sale.

