



HARDWARE AND SOFTWARE PURCHASE

These web-based terms and conditions govern the terms of purchase unless you (the “Client”) have a fully executed a master products and/or services agreement or other like agreement with General Datatech, L.P. (“GDT”). Please complete the information below, print, sign and return to GDT with your order.

1. GDT Responsibilities:

1.1. Invoicing – GDT shall invoice Client pursuant to the PO. The invoice will indicate the identity and quantity of the Hardware or Software, or its ancillary support and maintenance services (collectively and separately referred to as “Products”) sold to Client. In addition, GDT will invoice Client for all shipping and handling fees and any other associated charges incurred by, or required for, GDT to perform its obligations under the PO.

1.2. Warranty, Disclaimer and Exclusive Remedy

1.2.1. With regard to any Products manufactured by a third party and purchased by Client from GDT pursuant to the PO, GDT will provide a copy of the equipment warranty and/or end user Software license agreement issued or provided by the manufacturer of said product upon request by the Client. GDT makes no independent warranty with respect to any such Products and provides no independent license with respect to any Software. NEITHER GDT NOR ITS SUPPLIERS EXTEND ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EITHER TO CLIENT OR TO THIRD PARTIES, FOR ANY PRODUCTS PROVIDED TO CLIENT UNDER THIS AGREEMENT OR ANY ASSOCIATED OR INCORPORATED AGREEMENT, INCLUDING ANY PO OR OTHER ORDERING DOCUMENT. CLIENT AGREES TO LOOK SOLELY TO THE MANUFACTURER FOR ITS WARRANTY AND ANY EXCLUSIVE REMEDIES WITH RESPECT TO ANY PRODUCTS COVERED BY THIS AGREEMENT. NEITHER GDT NOR ITS SUPPLIERS SHALL BE LIABLE TO THE CLIENT OR TO ANY THIRD PARTY FOR ANY INTERRUPTION IN SERVICE OF ANY PRODUCT OR SYSTEM, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CLIENT’S USE OF (OR INABILITY TO USE) OR A THIRD PARTY’S UNAUTHORIZED USE OF SUCH PRODUCTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER CLIENT OR ITS SUPPLIERS AND AGENTS HAVE BEEN ADVISED OF SUCH POSSIBILITY.

2. Client Responsibilities:

2.1. Payment and Terms of Sale – Client shall pay all undisputed amounts invoiced by GDT, within thirty (30) days of the date of the invoice. All amounts not paid when due will accrue interest at the rate of 1.5% per month (18% per annum) or the lesser maximum rate permissible by law until the unpaid amounts are paid in full. Client will promptly reimburse GDT for all reasonable costs and expenses (including reasonable attorneys’ fees) incurred by GDT in connection with collecting any overdue amounts. These terms supersede any/all previous oral and/or written instructions or agreements, or POs. All Products are shipped FOB Shipping Point. Transportation costs are paid by the Client and title passes when the Client takes possession of the goods or has paid amounts due in full.

2.2. Taxes – The charges by GDT under this Agreement and related agreements do not include taxes or duties. If GDT is required to pay or collect any federal, state, local, value added, goods, or any other similar taxes or duties based sales of Products under this Agreement, then such taxes and/or duties shall be invoiced to and paid by Client; this shall not apply to taxes based on GDT income.

3. Limitation of Liability & Indemnification:

3.1. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE CUMULATIVE AGGREGATE LIABILITY OF GDT FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, ATTORNEYS’ FEES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY RELEVANT AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, UNDER ANY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO THE REPAIR, REPLACEMENT OR CORRECTION OF THE PRODUCTS OR, IF GDT REASONABLY DETERMINES IN ITS SOLE DISCRETION THAT SUCH REMEDY IS NOT ECONOMICALLY OR TECHNICALLY FEASIBLE, TO THE LESSER OF (I) THE AMOUNT PAID BY CLIENT UNDER THE TERMS OF THIS AGREEMENT OR ANY INCORPORATED OR RELATED AGREEMENT FOR THE PRODUCT; OR (II) THE MAXIMUM LIMITS OF ANY OF GDT’S APPLICABLE INSURANCE COVERAGE.

3.2. EXCEPT FOR DAMAGES ARISING FROM A BREACH OF CONFIDENTIALITY OBLIGATIONS, IF ANY, IN NO EVENT SHALL GDT OR CLIENT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING FROM THE AGREEMENT GIVING RISE TO THE LIABILITY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR GOODWILL OR LOST REVENUES OR LOSS OF RECORDS OR DATA, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, EVEN IF GDT OR CLIENT HAS, OR SHOULD HAVE, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.



3.3. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS GDT, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY LIABILITY, LOSS, ASSESSMENT OR DAMAGE THEY MAY SUFFER AS A RESULT OF CLAIMS, ACTIONS, DEMANDS, COSTS OR JUDGMENTS AGAINST THEM ARISING OUT OF CLIENTS (I) ANY ACTUAL OR ALLEGED NON-COMPLIANCE WITH LAW; (II) ANY BREACH OF THE PROVISIONS RESPECTING CONFIDENTIALITY; OR (III) ANY INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT ASSERTED BY ANY THIRD PARTY RELATING TO CLIENT USE OF PRODUCTS (IV) WILFUL MISCONDUCT OR GROSS NEGLIGENCE; OR (V) ANY PROPERTY TAX LIABILITY GDT MIGHT INCUR OR HAVE ASSESSED AGAINST IT BY A TAXING AUTHORITY AS A RESULT OF GDT OWNING OR HOLDING PROPERTY FOR OR ON BEHALF OF CLIENT OR THAT WILL BE TRANSFERRED TO CLIENT UNDER THIS AGREEMENT. CLIENT SHALL INDEMNIFY GDT FOR ANY AND ALL SUCH PROPERTY TAXES, AND RELATED INTEREST AND PENALTIES WHICH MAY BE ASSESSED. NOTWITHSTANDING THE FOREGOING, ANY LIABILITY, LOSS OR DAMAGE RESULTING FROM THE NEGLIGENCE OR WILLFUL MALFEASANCE OF ANY OFFICER, DIRECTOR, AGENT OR EMPLOYEE OF GDT IS EXCLUDED FROM THIS AGREEMENT TO INDEMNIFY AND HOLD HARMLESS.

4. General Terms:

4.1. In performing this Agreement, GDT is acting as an independent contractor and not as an employee or agent of Client. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Each party agrees that it has no authority hereunder to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other party.

4.2. The obligations of either GDT or Client (except Client's payment obligation) hereunder shall be suspended to the extent that such party is hindered or prevented from complying therewith because of labor disturbances, acts of God, fires, storms, accidents, riot, governmental regulations, or any cause whatsoever not within its control.

4.3. This Agreement shall be construed in accordance with the internal laws of the State of Texas (irrespective of its choice of law principles). If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as to best effect the intent of the parties hereto.

4.4. Any provision which by its nature contemplates performance or observance will survive and will continue in full force and effect. Except for actions for nonpayment, indemnification, or breach of either party's intellectual property or confidentiality rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

4.5. Each party agrees to comply with all relevant laws and regulations of the United States and the country or territory in which the Products are provided, including but not limited to export laws ("Laws") to assure that neither any deliverable, if any, nor any direct product thereof is: a) exported, directly or indirectly, in violation of Laws, or b) intended to be used for any purposes prohibited by the Laws, including without limitation encryption technology, nuclear, chemical, or biological weapons proliferation.

4.6. Confidentiality—In the course of performing their respective obligations under this Agreement, either party (the "Disclosing Party") may disclose to the other party (the "Receiving Party") certain information that the Disclosing Party regards as proprietary and confidential in nature, including but not limited to trade secrets; inventions; innovations; processes; records; business and product processes, methods and customer lists; accounts and procedures; software; products; and, consulting methodologies and specifications owned or licensed by the Disclosing Party and/or used by Disclosing Party in connection with the operation of its business (hereinafter "Proprietary Materials") that may or may not be licensed under separate agreements. The Receiving Party agrees to safeguard and keep confidential the Proprietary Materials, and to use such Proprietary Materials only internally in the course of the Receiving Party's business. The Receiving Party will limit the use of, and access to, the Proprietary Materials to the Receiving Party's employees whose use of, or access to, the Proprietary Materials is necessary for the Receiving Party's internal business use. The Receiving Party will have in effect, and will enforce, rules and policies designed to protect against unauthorized use or reproduction of the Proprietary Materials and other confidential information, including instruction of and written agreements with the Receiving Party's employees and contractors to ensure that they use and protect the Proprietary Materials in a manner which protects the Disclosing Party's proprietary rights. The Receiving Party shall not provide access to the Disclosing Party's Proprietary Materials to a third party unless such third party has signed a confidentiality agreement with the Disclosing Party. The Receiving Party shall have no obligation of confidentiality with respect to Proprietary Materials that: (i) were rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) were, or subsequently become, legally and publicly available without breach of this Agreement; (iii) are rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) are developed by or for the Receiving Party without use of the Proprietary Materials and such independent development can be shown by documentary evidence; (v) become available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale; (vi) are transmitted by a party after receiving written notification from the other party that it does not desire to receive any further Proprietary Materials; or (vii) are disclosed by



the Receiving Party pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides the Disclosing Party (a) prior written notice of such obligation and (b) the opportunity to oppose such disclosure or obtain a protective order.

4.7. This Agreement by and between the parties as well as GDT invoices, constitute the complete and exclusive statement of the parties' agreement about the Product to be provided and supersede all prior communications relating to the subject matter. Additional or conflicting terms of Client PO or other agreement are hereby rejected.

In exchange for payment by Client of the charges and any applicable taxes arising under this Agreement, GDT agrees to resell Products to Client, issued on or after your acceptance of these terms and conditions.

Client/Company Name and Address: Click or tap here to enter text.

Signature of Duly Authorized Representative: _____

Print Name & Title: Click or tap here to enter text.

Acceptance Date: