



Terms of Sale

Product

THESE TERMS AND CONDITIONS ("AGREEMENT") APPLY TO YOUR ORDER AND PURCHASE OF HARDWARE, SOFTWARE, AND THIRD-PARTY BRANDED SERVICES AND SUPPORT (COLLECTIVELY, "PRODUCT") SOLD THROUGH ARETE SOLUTIONS PUBLIC SECTOR. You accept the terms and conditions of this Agreement, unless you are purchasing pursuant to a separate written agreement, in which case, the terms of that separate written agreement shall govern. Arete Solutions may, from time to time and at its sole option, revise this Agreement without notice by posting the revised agreement on its website. The Agreement posted on Arete Solutions's website at the time Arete Solutions accepts your order will govern that purchase.

Accuracy of Data/Corrections: Arete Solutions obtains certain data directly from the manufacturer, publisher or supplier of Products and is not responsible for pricing, typographical or other errors in any such data. In addition, availability of third-party Product is subject to change without notice. Arete Solutions reserves the right to cancel orders related to such errors or Product discontinuation or unavailability, and to correct this website at any time, including pricing errors not detected until after Arete Solutions's confirmation or email response.



Prices/Payment Terms: Prices are subject to change at any time prior to Arete Solutions's acceptance of your order. Payment terms are at Arete Solutions's sole discretion and all orders are subject to Arete Solutions's credit approval. You must provide appropriate credit references upon request and authorize us to obtain credit history from such references. You agree to pay the total purchase price for the Products, plus tax and shipping (to the extent shipping is not prepaid by you, including shipping charges billed to Arete Solutions as a result of using your carrier account number or a carrier selected by you). Invoices are due and payable within the time frame and in the currency specified on the invoice, measured from the date of invoice. You agree to pay interest on all past-due amounts at the lower of one and one-half percent (1.5%) per month or the maximum rate allowed by law. You will be responsible for Arete Solutions's costs of collection for any payment default, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Arete Solutions reserves the right to suspend further deliveries until payment is received.

Taxes: Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Arete Solutions's income, assets or net worth), are solely your responsibility. You may provide Arete Solutions a tax exemption certificate, which will be subject to review and acceptance by Arete Solutions.

Delivery/Title/Risk of Loss: Arete Solutions will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is



not responsible for any damages due to delays or the failure to meet a stated delivery schedule. Arete Solutions reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle you to cancel other installments. Product will be delivered to you Free On Board (FOB) Destination (your designated facility), freight prepaid and added. Title and risk of loss shall pass to you when Product is delivered to your designated facility. Notwithstanding anything in this paragraph, title to software Product remains with the applicable licensor(s), and software delivery occurs when it is first made available by the licensor or Arete Solutions for your use. Your use rights and obligations related to the software are contained in the license agreement and any applicable end user terms between you and the licensor(s). You hereby grant a security interest in all Products purchased under this Agreement to secure payment in full. Additionally, you authorize Arete Solutions to execute and file a financing statement or other documents that are necessary to perfect Arete Solutions's security interest. The security interest granted under this provision constitutes a purchase money security interest, which shall terminate when Arete Solutions has received all amounts due for the Product(s).

Limited Warranty: PRODUCTS MANUFACTURED, PUBLISHED OR PROVIDED BY THIRD PARTIES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY BY ARETE SOLUTIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. Arete Solutions shall pass through to you, to the extent available, any manufacturer's/publisher's/supplier's written warranties associated with third-party



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PRODUCTS PRODUCED SOLELY BY ARETE SOLUTIONS ("ARETE SOLUTIONS PRODUCT") ARE PROVIDED WITH ONLY THOSE WARRANTIES EXPRESSLY SET FORTH IN THE ARETE SOLUTIONS PRODUCT SPECIFICATION. Your sole remedy and Company's sole obligation for breach of this warranty will be reasonable efforts to correct any non-conformance or, if this cannot be accomplished, then Company will



issue you a credit for, or a refund of, the purchase price and original freight paid for the Arete Solutions Product.

Disclaimer of Warranty: THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND YOUR SOLE AND EXCLUSIVE REMEDIES. ARETE SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. No agent or employee of Arete Solutions or any other party is authorized to make any warranty on behalf of Arete Solutions that is in addition to those made in this Agreement.

Limitations on Use: You agree and represent that you are buying Product for your own internal use and not for resale. If Product purchased under this Agreement is intended for export, it may be subject to export regulations. You accept full responsibility for and agree to comply fully with all export regulations, including obtaining export licenses. The export of Products may also alter or void the manufacturer's or publisher's warranty.

PRODUCTS OFFERED BY ARETE SOLUTIONS ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT YOUR SOLE RISK.



Limitation of Liability: ARETE SOLUTIONS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION, ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any liability for direct damages arising under this Agreement, regardless of the form of action or theory of relief, is limited to the purchase price of the Product. No action arising out of the transactions under this Agreement may be brought by you more than one (1) year after the damage, loss or expense occurred. Arete Solutions is not liable for any claim made by a third party or made by you for a third party.

Termination: You may cancel any order for Product at no charge up to five (5) business days prior to scheduled shipment upon written notice to Arete Solutions, unless such Product has been modified or otherwise reconfigured in accordance with your specifications. Cancellation shall not relieve your duty to pay for Products shipped, services performed or expenses incurred by Arete Solutions prior to such notice. If an order is cancelled prior to shipment, your sole remedy and Arete Solutions's sole obligation will be a full refund of the purchase price paid for the Product. Cancellation of orders following shipment must be made in accordance with the return policies of the manufacturer, publisher or supplier of the Product.



Governing Law and Venue: This Agreement will be governed by the substantive laws of the state of Florida without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. You are responsible for compliance with local laws, if and to the extent local laws are applicable. Both parties to this Agreement specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Pinellas County, Florida in any dispute arising out of or relating to this Agreement.

Assignment: Arete Solutions may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products and/or assign the right to receive payments without your consent. You may not assign this Agreement or any of its rights or obligations without the prior written consent of Arete Solutions. Subject to the restrictions in assignment contained in this provision, this Agreement will be binding on and inure to the benefit of the parties hereto and their successors and assigns.

Force Majeure: Arete Solutions will not be liable for failure to fulfill its obligations under this Agreement or for delays in delivery or performance due to causes beyond its reasonable control, including loss of third-party telecommunications, connectivity or similar infrastructure. Arete Solutions's time for performance of any such obligation will be extended for the time period of such delay, or Arete Solutions may, at its option, cancel any order or remaining part thereof, without liability, upon notice to you.

Miscellaneous: No provision of this Agreement may be waived, amended or modified by either party except by a written agreement signed by both you and Arete Solutions. Any



delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. The relationship between Arete Solutions and you is that of independent contractors and not that of employer/employee, partnership or joint venture. If any part of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other parts will still remain in effect. Notices to be provided under this Agreement must be in writing and will be deemed received upon the earlier of: 1) actual receipt; 2) three (3) days after mailing, if mailed postage prepaid by regular mail or airmail; or 3) one (1) day after such notice is sent by courier or facsimile transmission. The terms and conditions applicable to eligible returns are set forth in Arete Solutions's Return Policy. Terms in effect at the time of Product purchase shall apply to any requested returns.

Entire Agreement: This Agreement constitutes the entire agreement between us regarding the purchase of Products from Arete Solutions and supersedes and replaces any previous communications, representations or agreements. ARETE SOLUTIONS EXPRESSLY LIMITS ACCEPTANCE OF ORDERS FOR PRODUCTS TO THE TERMS AND CONDITIONS HEREIN. Any additional or different terms or conditions contained in any purchase order or other documents provided by you are considered material alterations to this Agreement, expressly rejected and will not be binding upon Arete Solutions.