



Terms of Sale

Services

THESE TERMS AND CONDITIONS ("AGREEMENT") APPLY TO THE ORDER AND PURCHASE OF SERVICES PERFORMED BY ARETE SOLUTIONS OR ITS SUBCONTRACTORS AND/OR AGENTS, AND SOLD BY ARETE SOLUTIONS PUBLIC SECTOR (COLLECTIVELY, "SERVICES"). 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 the separate written agreement shall govern.

For purposes of this Agreement, Services do not include third-party branded services, software as a service ("SaaS"), or other cloud computing offerings. 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 governs that purchase.

Entire Agreement: The description of the scope of work and terms associated with such Services ("Service Description") along with these Terms of Sale and any attachments, schedules, addenda and exhibits are together one agreement and forms the entire agreement between the parties relating to the Services to be performed by Arete Solutions. This Agreement supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter. Any conflicting additional or different terms contained in any other agreement, invoice or



statement of work, as the case may be, are expressly rejected. In the event of a conflict between these Terms of Sale, and any Special Terms and Conditions under the Services Description, the Special Terms and Conditions will govern.

Term: This Agreement commences when Arete Solutions accepts your order ("Effective Date") and will continue until completion of the Services or as otherwise provided under the Termination section below.

Invoicing/Payment: Services will be invoiced in accordance with the Service Description. You must pay all undisputed invoices in full within 30 days of the invoice date, unless otherwise specified under the Special Terms and Conditions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice

Credit/Late Payment: Arete Solutions retains the right to decline to extend credit and to require that the applicable purchase price be paid prior to performance of Services based on changes in Arete Solutions's credit policies or your financial condition and/or payment record. Arete Solutions reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. You are responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Arete Solutions may terminate all further work if payment is not received in a timely manner.

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.

Termination: Unless earlier terminated in accordance with this Section, Arete Solutions may terminate this Agreement, in whole or in part, immediately if you materially breach this Agreement and fail to remedy that breach within 30 days after receipt of Arete Solutions's written notice of such breach. A material breach of this Agreement, includes your failure to pay your invoice when due.

Limited Service Warranty: Arete Solutions represents and warrants that Services performed by Arete Solutions will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under the Service Description for 30 days from completion, or for such other warranty period as may be indicated under the Special Terms and Conditions of the Service Description; (iii) be in compliance with all laws, rules and regulations applicable to Arete Solutions's performance of the Services under the Service Description.

THESE EXPRESS WARRANTIES ARE IN LIEU OF, AND ARETE SOLUTIONS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY



CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

Remedies: The party's sole and exclusive obligations, and sole and exclusive remedies, with respect to any action for breach of limited warranty will be the re-performance of any deficient Services at Arete Solutions's expense. If Arete Solutions is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the parties, Arete Solutions will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services. No re-performance will extend any warranty period. Any credits issued to you by Arete Solutions for any reason must be applied by you within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

Intellectual Property Rights: Arete Solutions retains all right, title and interest in any pre-existing intellectual property that is owned by Arete Solutions ("Arete Solutions IP"), and which may be used in carrying out Services, including any modifications or improvements made to Arete Solutions IP during or as a result of the Services to be performed under this Agreement. Except for Arete Solutions IP and upon payment in full of all amounts due Arete Solutions, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Arete Solutions specifically for you as part of the Services to be performed under this Agreement ("Work Product") shall be



owned by you. Arete Solutions hereby grants you a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Arete Solutions IP in the course of your internal, business operations.

Confidential Information: Both parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure and includes, but is not limited to, trade secrets, know-how, inventions, techniques, data, customer lists, personal information, financial information, sales and marketing plans of the other party, its affiliates, or its customers. Both parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Each party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both parties will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this Agreement. Upon request of the owner of Confidential Information, the other party will promptly return all materials incorporating any Confidential Information and any copies. The obligations under this paragraph do not apply to information that: (i) is or becomes generally known or in the public domain through no act or omission of



the other party; (ii) was lawfully in Arete Solutions's or your possession without restriction as to use or disclosure before its receipt from the other party; (iii) is received from, or was made available to, a third party without any obligation of confidentiality; (iv) was independently developed; (v) is otherwise permitted to be disclosed under this Agreement; (vi) is disclosed with the prior written consent of the disclosing party; or (vii) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the party required to make the disclosure under the law shall give prompt notice of this to the other party prior to such disclosure so that the other party may seek an appropriate protective order or give its written consent to such disclosure.

Indemnification: Each party will indemnify, defend and hold harmless the other party, its officers, directors, employees, agents, and Affiliates from and against any damages, penalties, costs, and expenses (including reasonable attorney fees) incurred by the other party in connection with any third-party claims relating to bodily injury or death of any person or damage to tangible personal property to the extent caused by the negligence or willful acts or omissions of the party that has the obligation to defend, indemnify, or hold harmless. In the event that any claim is made or suit is commenced by a third party against a party or other entity entitled to indemnity under this Section (an "Indemnified Party"), the Indemnified Party shall: (i) give prompt written notice of such demand, claim or suit to the party that has an indemnity obligation (the "Indemnifying Party"); and (ii) provide reasonable assistance and cooperation in the



defense and settlement of any claim or legal proceeding. Notwithstanding the foregoing, if the Indemnifying Party fails to assume its obligation to defend, the Indemnified Party may do so to protect its interests and seek reimbursement from the Indemnifying Party.

Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY 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.

THE TOTAL AMOUNT OF DIRECT DAMAGES RECOVERABLE FROM A PARTY UNDER THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNT PAID OR TO BE PAID BY YOU FOR SERVICES PERFORMED UNDER THIS AGREEMENT. IN ADDITION, NO ACTION, WHETHER FOR INDEMNIFICATION OR OTHERWISE, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE DAMAGE, LOSS OR EXPENSE OCCURRED.

Notices: Any notice required or permitted to be given hereunder must be in writing and is considered received: (a) when personally delivered; (b) 1 business day after having been sent by overnight mail via a professional carrier; or (c) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5



business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses as either party designates in writing to the other. Legal notices must be sent with a copy for Arete Solutions addressed to: Arete Solutions, 244 2nd Ave North, St Petersburg, FL 33701.

General: This Agreement will be governed by the substantive laws of the state of Florida without regard to any conflict of law rules. Services will be deemed accepted 5 days from the date of the invoice, unless otherwise specified in writing under the Services Description. Any subsequent additions, deletions or modifications to this Agreement are not binding unless agreed upon in writing by authorized representatives of both parties. If any part of this Agreement is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this Agreement does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this Agreement, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Arete Solutions will have the right to assign this Agreement to an affiliate or corporate successor. Arete Solutions may subcontract any or all of its obligations hereunder to one or more qualified parties without your prior consent, unless otherwise restricted in this Agreement. Arete Solutions is not responsible for default or delays caused by your failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither



party will be liable for any delays in the performance of this Agreement due to circumstances beyond its control, including but not limited to acts of nature, acts of government, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, or material shortages. The provisions of this Agreement, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this Agreement. Arete Solutions is an independent contractor to you. No personnel employed or engaged by Arete Solutions to perform the Services for you will be considered your employees, agents, partners, joint venture partners, or franchisors. Arete Solutions has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without your consent. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.