



AccelTex Solutions™ Terms and Conditions of Sale

By your acceptance below, you agree that all purchases from AccelTex Solutions™ (AccelTex), including any subsidiaries, are made subject solely to the AccelTex Solutions™ Terms and Conditions of Sale, which you agree that you have read and understand. AccelTex's Terms and Conditions are subject to change from time to time without notice to you. By purchasing from AccelTex you agree to be bound by the Terms and Conditions in effect at the time you place your order.

We object in advance to any additional or different terms you may propose, whether contained in a purchase order or in any other document or communication and regardless of whether such additional or different terms would materially alter our Terms and Conditions. Your submission of a purchase order or other authorization for products or services, or your allowing us to ship products or commence work, will constitute your acceptance of all of our Terms and Conditions, except to the extent specifically consented to by us in a written confirmation sent to you and signed by an authorized representative of AccelTex.

This agreement is entered into between AccelTex Solutions™ (AccelTex) and the customer identified in the acceptance block below (Customer) and is effective as of the date identified in the block below (Effective Date).

1. Definitions

"AccelTex Firmware" means the firmware which customer receives from AccelTex.

"AccelTex Embedded Software" means the embedded software which Customer receives from AccelTex.

"Licensed Software" means the AccelTex Embedded Platform Software and AccelTex Firmware.

"Products" means any tangible item purchased by customer from AccelTex.

"Support Services" means the error correction, update and telephone assistance services provided by AccelTex for the Products.

2. Orders

Unless otherwise agreed in writing, all prices and charges specified are based on US Dollars.

Orders will be accepted from Customer provided that the order includes:

- Type and Quantity of the Product and/or Support Service
- Delivery address
- Carrier to be used with preferred delivery method
- Purchase price, if known, based on a quotation received from AccelTex

An order confirmation will be sent to the Customer confirming the product and/or service, quantities, purchase price, any estimated taxes or duties and estimated shipping costs. Partial shipments may be subject to additional delivery costs. State sales tax, where applicable, will be added to your invoice unless an acceptable resale or tax exemption certificate is provided. Where applicable, the payment of all sales, use, excise, customs or value added taxes, license fees or similar fees will be the Customers responsibility.

All quotations issued by AccelTex are subject to the Terms and Conditions of this agreement. Previously quoted prices are subject to change without notice. Quotes are valid for a period no longer than 30 days, unless agreed

upon in writing. Orders not subject to a current AccelTex quote will be billed at the prices in effect on the date the Customer order is accepted by AccelTex. Neither party is responsible for clerical errors. Seller retains the right to correct clerical or typographical errors in quotations.

Orders accepted by AccelTex are not subject to change or cancellation by Customer after materials have been ordered or manufacturing commences, except with AccelTex's written consent and upon Customer payment of all costs or losses incurred by AccelTex. Unless otherwise agreed in writing, such charge shall not be less than 15% of the price of Products subject to the change or cancellation.

If the delivery date is postponed by Customer, AccelTex shall have the right to adjust the price of undelivered goods to current AccelTex price at the time of shipment.

3. Order Returns

Orders may be returned for a refund or credit within 30 days. All returns are subject to the following:

- Product must be in original condition, original product packaging, uncut, unmodified, and unused.
- Product must be returned within 30 days of delivery date, at your expense, through a traceable means (e.g., certified mail, UPS, or FedEx), freight prepaid.
- All components and manuals must be returned.
- Credit or refund is issued for purchase price of returned products, excluding delivery charges.
- Items not in compliance with our return policy will be returned to you at your expense.
- Installed equipment and software are considered used and cannot be returned.
- Any product which is cut to length (cable, etc.) may not be returned.
- Any custom or special order item may not be returned.

Beyond the AccelTex 30-day return policy, no returns for credit or refund will be accepted. The original manufacturer warranty will apply.

Products may not be returned for any reason without AccelTex's prior written authorization.

4. Payment Terms

AccelTex reserves the right to change the terms of sale at any time. Payment terms are net 30 days from the date of invoice and are subject to AccelTex's internal credit review process. During the credit review process, business may be done via credit card and ACH. All payments must be made in U.S. funds drawn on U.S. banks, company bank account only, unless alternate arrangements have been approved by AccelTex. For payment terms other than net 30, additional fees may apply.

Payment on export orders shall be made by an irrevocable confirmed letter of credit payable in US Dollars against AccelTex's invoice. Letter of Credit shall be in the amount equal to the full purchase price of the Products and shall be established in a bank acceptable to AccelTex.

- Net 30 terms require prompt payment by company check within 30 days from the shipment date unless otherwise stated on the invoice.
- There will be a \$35.00 charge for returned checks and ACH rejections for any reason.
- A late payment charge of 1.5% per month (18% APR) or the maximum amount permitted by law will be charged on any and all invoices not paid within the defined terms.
- In the event AccelTex retains a collection agency or attorney to enforce any of your obligations to AccelTex, you agree to pay all of AccelTex's costs and expenses associated with such enforcement, including all collection, attorney, and litigation fees.

- You agree to pay or reimburse AccelTex for any and all sales, use and excise taxes that may be imposed on you or AccelTex by any government entity as a result of any sales to you, regardless of when such taxes may be assessed, imposed, or levied.
- Amounts that you owe to AccelTex may be deducted by AccelTex from, or otherwise set off by AccelTex against, any amounts that AccelTex may from time to time owe to you or your subsidiaries or affiliates.

5. Shipments

In the absence of specific shipment instructions on an order, AccelTex will ship by method it deems most advantageous. Transportation charges will be collect, or if prepaid by AccelTex, will be invoiced to the Customer. All sales are ExWorks AccelTex's point of shipment.

Delivery dates communicated to Customer or Customer Representative are approximate only and are based on conditions at the time AccelTex accepts Customer order. AccelTex may, without any liability to Customer, extend delivery dates for good cause, including shortages of raw materials.

Delivery shall be complete upon transfer of possession of goods to a common carrier whereupon title and all risk, loss, damage or destruction to the Products shall pass to Customer. Customer is responsible for obtaining insurance against damage to the Products being shipped. In no event shall AccelTex be liable for any delay in delivery by the carrier.

AccelTex cannot guarantee delivery for orders involving HAZMATS, drop shipments, third-party billing, customer pickups, shipments outside the continental U.S. or to remote destinations, unauthorized transportation carriers, extreme weather conditions, or acts of God.

AccelTex reserves the right to make partial shipments and to submit invoices for partial shipments.

All Products shall be inspected by Customer after delivery for conformance. Products not expressly rejected in writing and returned within 30 days of Customer receipt shall be deemed to be accepted by Customer.

6. Export

Products may be subject to export controls and regulations of the US, the country of manufacture, or the country of shipment, and export may require a valid export license. AccelTex's acceptance of the Customer order and delivery of Products is conditioned on compliance with applicable export controls. AccelTex will have no obligation to sell or deliver any product until all required US and/or other export licenses have been granted and there are no other impediments arising from any applicable export regulations. No Products sold to Customer may be exported or re-exported unless such export or re-export complies fully with all applicable export regulations.

7. Support Services

If Support Services have been purchased, AccelTex agrees to provide the following support services for the current version of Licensed Software for 12 months:

- Error Correction – If the Customer finds a problem with the Licensed Software, AccelTex will make reasonable efforts to correct or circumvent the problem.
- Updates – AccelTex will provide Customer at no additional charge maintenance updates and bug fixes for the current version of Licensed Software.
- Email Support- The primary method of technical support provided is email. Customer should specify the details of the issue, specifications of the system in which the Product is installed and a detailed description of the network environment in which the Product is being used.

- Telephone Support – AccelTex will provide access to technical support staff for assistance with proper installation and use of Product and to resolve Product problems during normal business hours, 8:00 am to 5:00 pm Central Standard Time, Monday through Friday (excluding US national holidays).

If the Customer does not purchase or discontinues Support Services for a Product, Customer may use the product, but will not be able to receive Support Services for the Product. To obtain Support Services, Customer must pay all accumulated Support Service Fees for the period during which the customer did not pay for Support Services.

8. Audit

AccelTex has the right to conduct a software audit during Customer's normal business hours to verify Customer's use of the Products and the Support Services and the payments made. If a shortfall in payment is discovered during this audit, Customer agrees to pay the shortfall and any additional expense incurred by the audit.

9. Limited Warranty

AccelTex warrants to Customer that all Products manufactured by AccelTex shall be free of defects in material and workmanship under normal use and service conditions from the date of purchase for the indicated period below.

- 1 Year: Cable Assemblies, Enclosures with Electrical or PoE components pre-installed, PoE Products, Energy Management Products, Lightning Protection and Grounding Products,
- 2 Years: Antennas, Non-metallic and Metallic Enclosures

Notice of any alleged product defect must be provided to AccelTex within the warranty period. Upon request, AccelTex must be provided with sufficient right of inspection so as to allow it to make its own determination as to the condition of the product or products alleged to be defective.

The sole obligation of AccelTex under this warranty shall be, at its option, to repair or replace the defective product; to refund the purchase price of the product to Customer; or to grant credit to Customer in the amount of the purchase price of the product. AccelTex will accept no returns unless accompanied by AccelTex's Return Material Authorization.

No warranty shall apply to:

- Products which have been modified or altered by persons other than AccelTex;
- Any goods subjected to any misuse, neglect, improper storage or handling, installation or accidental damage; or
- Any goods manufactured by a third party.

ANY AND ALL WARRANTIES OTHER THAN THE FOREGOING ARE EXPRESSLY DISCLAIMED.

THIS LIMITED WARRANTY DOES NOT COVER AND ACCELTEX IS NOT RESPONSIBLE FOR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER ARISING OUT OF THE SALE OR USE OF ITS PRODUCTS, INCLUDING BUT NOT LIMITED TO:

- DAMAGES FOR LOSS OF USE;
- LOST PROFITS, HOWEVER CAUSED;
- LABOR COSTS RELATING TO THE REPAIR OR REPLACEMENT OF ANY PRODUCT;
- PHYSICAL DAMAGE TO ANY PROPERTY OTHER THAN THE PRODUCT.

10. Indemnity

Customer shall indemnify and hold AccelTex harmless of and from any and all claims and causes of action brought by any third party and arising out of or related to Customer's resale and/or installation of any AccelTex product, including but not limited to claims for bodily injury, death, or physical damage to property. It is expressly understood and agreed that the obligation of Customer to indemnify AccelTex extends and applies to claims in which AccelTex is alleged to have been solely or concurrently negligent in causing injury, death, or damage.

11. Limitation of Liability

Customer expressly agrees that the liability of AccelTex for any and all claims of any kind or character arising out of the sale, resale, or use of its products shall be limited to the purchase price paid to AccelTex for the product or products out of which the claim arises. AccelTex shall not be liable to Customer or any third party for any consequential damages of any kind or character regardless of the nature of the claim or theory of liability. Damages excluded by this limitation of liability include, but are not limited to: (i) wages paid to employees; (ii) lost revenue or profit; (iii) lost use of equipment or data; (iv) purchase, lease, or other acquisition of replacement, substitute, or temporary equipment, facilities, or services; (v) cost of capital; (vi) cost or loss related to downtime; and (vii) labor costs.

12. Prohibited Uses

The Products are not designed for use in applications where the failure of the Products could result in damage to personal property, bodily injury or death. Customer agrees not to use the Products in any such applications.

13. Compliance with Laws

You agree to comply with all laws and regulations that apply to your use, or the resale or other transfer, of products that you purchase from AccelTex. In some cases, the export of products from the US may be subject to restrictions or prohibitions under US law. You are urged to review the materials regarding such restrictions made available by the manufacturer/supplier and, where appropriate, to consult legal counsel. In any case, however, you remain solely responsible for such compliance, and AccelTex takes no responsibility for advising you regarding such matters or for providing any necessary export licenses.

14. Confidentiality

"Confidential Information" means any information, know-how, including, without limitation, that which relates to Products, documentation, specifications, research, inventions, processes, designs, drawings, engineering, services, customers, markets or finances. The Customer agrees that the Products are Confidential Information of AccelTex and shall instruct and require all employees, agents and contractors to maintain the confidentiality of the Confidential Information.

Customer shall not disclose the results of any benchmarking, testing or evaluation of the Products in any form without prior written consent of AccelTex. Any drawings, data, designs or technical information supplied by AccelTex to Customer shall remain AccelTex's property and be held in confidence by Customer. No information shall be reproduced or disclosed without AccelTex's prior written consent.

15. Proprietary Rights

AccelTex shall retain all right, title and interest, including all intellectual property rights of Products and Licensed Software as well as any derivative works. Derivative works cannot be assigned by Customer.

AccelTex prohibits and Customer agrees not to alter, modify, adapt, translate, reverse engineer, disassemble, decompile or otherwise attempt to derive information or code for Products or Licensed Software and agrees not

to modify such Licensed Software or any portion thereof. Customer agrees to abide by these restrictions and agree that such restrictions may be enforced against you despite any lack of contractual privity.

16. Term and Termination

This agreement will commence on the Effective Date and will continue until terminated, in writing, by either party. Sections 1 and 4 and 8 through 23 of this Agreement shall survive termination.

17. Restricted Rights

The Licensed Software is commercial computer software subject to Restricted Rights. In accordance with FAR Section 12.212 or DFAR Section 337.7202, as applicable, the use, duplication and disclosure of the Licensed Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this agreement.

18. Entire Agreement

This Agreement is the complete and only agreement between AccelTex and Customer and supersedes all other communications, negotiations, understandings, agreements or representations, either written or oral, between the parties. No additional terms on any purchase order or other instrument issued by Customer shall be binding on AccelTex.

19. Waiver; Modification

Waivers by either party are not effective until it is in writing and agreed upon by both parties. This Agreement may only be modified with written consent from representatives from both parties.

20. Assignment

Neither party will assign or transfer any rights or obligations under this Agreement without the prior, written consent of the other party, which consent shall not be unreasonably withheld.

21. Notices

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

- By personal delivery when delivered personally
- By overnight courier upon written verification of receipt
- By certified or registered mail, return receipt requested, upon verification of receipt

Notice shall be sent to the addresses given in writing or other such address as provided in writing.

22. Governing Law

The law of Texas shall govern this agreement. The parties agree that exclusive venue for any dispute arising out of this agreement; and or the sale or resale of any AccelTex product, shall be the state district courts of Bexar County, Texas. CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY.

The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any purchases from AccelTex, even if the Customer or shipping destination is outside the United States.

23. Severability

If any provision of this Agreement is found to be illegal, invalid or unenforceable, that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and the other provisions will remain in full force and effect.

Customer

AccelTex Solutions

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Company: _____

Company: AccelTex Solutions _____

Date: _____

Date: _____