



ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS.

1. AGREEMENT: AHEAD, INC. AND ITS AFFILIATES (“AHEAD”) DO NOT ACCEPT AND EXPRESSLY OBJECTS TO ANY TERMS AND CONDITIONS OR OTHER WRITING ON ANY PURCHASE ORDER OR ACKNOWLEDGEMENT WHICH IS DIFFERENT FROM OR ADDITIONAL TO THOSE TERMS AND CONDITIONS CONTAINED HEREIN, EXPRESSLY INCLUDING, WITHOUT LIMITATION. ANY EFFORT TO NEGATE THE TERMS AND CONDITIONS SET FORTH HEREIN OR IN THE PRICE QUOTE. NO MODIFICATION OR WAIVER OF THESE TERMS WILL BE EFFECTIVE AGAINST AHEAD UNLESS SPECIFIED IN WRITING AND SIGNED BY AHEAD. AHEAD’S RECEIPT OF THE SIGNED PRICE QUOTE OR A PURCHASE ORDER OR PAYMENT FOR THE PRODUCTS AND/OR SERVICES PROVIDED THEREUNDER FROM THE CUSTOMER SHALL CONSTITUTE CUSTOMER’S ACCEPTANCE OF THE TERMS HEREOF INCLUDING ANY ADDITIONAL TERMS IN THE QUOTE PROVIDED FROM AHEAD.

2. PRICING: Prices for any Products or Services (each as defined below) purchased will be those specified in the Price Quote and will be valid for 30 days therefrom unless otherwise stated therein. “**Products**” shall refer to those software and hardware goods as well as associated services provided by the manufacturer that are listed in the Price Quote. “**Services**” are those services performed by Ahead (including its subcontractors) that are listed in the Price Quote. Except as expressly stated in the Price Quote, prices do not include, and Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on Ahead’s net income), (ii) shipping or packing charges, (iii) insurance and (iv) any other expenses associated with the sale and transportation or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products. The taxes listed on a price quote are an estimate only and may vary from the taxes listed on the invoice, which shall take precedence. The parties agree that all charges included in the price of the Products and Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges.

3. PAYMENT: Unless otherwise specified in the Price Quote, payment for Products and Services is due net 30 days from the date of invoice. Ahead may require prepayment. Ahead may charge Customer interest on all amounts unpaid after 30 days from the date of the invoice at the annual rate of the lesser of (i) 1.5% per month or (ii) the highest interest rate permitted by law. If any invoice is not paid when due, payment shall be considered late, and Ahead may, at any time, suspend delivery or other performance with respect to any Products and/or Services without liability or penalty and take all other action permitted under the Uniform Commercial Code available to it.

4. CANCELLATION: Customer shall have no right to cancel an order once received by Ahead. Customer understands that a Force Majeure event (including, without limitation, failures or delays in performance which are due to strike, lockout, concerted act of workers or other industrial disturbance, fire, explosion, flood, or other natural catastrophe, civil disturbance, riot, act of war or terrorism, or armed conflict, whether declared or undeclared, curtailment, shortage, rationing or allocation of normal sources of supply of labor, materials, transportation, energy, or utilities, mechanical breakdown, equipment failure, accident, Act of God, delay of subcontractors or vendors, suffering of or voluntary compliance with acts of government or government regulations (whether valid or not), embargo, or due to any other cause), shall have no impact on this section.

5. ACCEPTANCE. This Price Quote is binding only after acceptance by an authorized officer of Ahead. Use by Ahead of any payments made by Customer prior to shipment shall not constitute acceptance by Ahead. Notwithstanding the foregoing, Ahead shall be entitled to revoke its acceptance hereof without any liability whatsoever to Customer if, at any time prior to the shipment of the Products covered hereby if Ahead becomes aware of a change in the financial position of Customer which would, in Ahead’s opinion, affect Customer’s ability to perform its obligations hereunder or if the applicable Product manufacturer declines to sell Product to Customer, for any reason whatsoever. In such instance, Ahead’s sole obligation in such event shall be to return to Customer any down payment which Ahead is holding hereunder.

6. DELIVERY; TITLE AND RISK OF LOSS: Unless otherwise specified in the Price Quote title to, and all risk of loss of or damage to, all Products will pass to Customer upon delivery to the carrier at third-party Product manufacturer’s facility. Customer will be responsible for any claims relating to or arising from shipment and/or storage. Customer is responsible for all shipping and handling charges including inspection fees, assessments, import duties, V.A.T. and similar taxes. Such costs will be paid by Customer. Ahead reserves, and Customer hereby grants to Ahead, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.

7. SHORTAGE CLAIMS AND INSPECTION: Customer shall have the right to inspect the Products within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to Ahead within such 48-hour period or shall be waived.

8. RETURNS: Customer acknowledges that Ahead shall have no obligation to accept returns of any Products or Services ordered by and sold to Customer. Ahead, at its sole discretion, may authorize the return of unused Products or Services. Such returns cannot be made without a return authorization in writing issued by Ahead. All pre-paid Services expire 18 months from the order date and are non-refundable.

9. CONFIDENTIALITY: In consideration of Ahead selling the Products and/or Services, Customer shall keep confidential and not disclose to any persons or use any confidential and/or proprietary knowledge, information or materials, relating to Ahead’s business, including, without limitation, customer names, customer supplied information, pricing, quantities, business and marketing plans and strategy, processes and trade secrets for so long as permitted by applicable law. Additionally, the use of Ahead’s name or logo or other proprietary marks or those of Product manufacturers or other Ahead suppliers in any advertisement or other publication by Customer must be preapproved in writing by Ahead.

10. WARRANTIES AND REMEDIES: All Products, and the components and materials utilized in any assembled or customized Products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer’s standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Ahead or the applicable Product manufacturer. Ahead represents, warrants and covenants that (i) Ahead shall perform all Services, if any, in material accordance with the specifications set forth in the Price Quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable Price Quote for thirty (30) days from the completion thereof. Customer’s exclusive remedy, if any, under these warranties is limited, at Ahead’s election, to any one of (a) refund of Customer’s purchase price, (b) repair by Ahead or the manufacturer of any Products found to be defective, or (c) replacement of any such Product. Notwithstanding anything contained herein to the contrary, to the extent a manufacturer requires Products to be installed by Ahead or such manufacturer in order for a warranty to be valid, neither Ahead nor the Product manufacturer shall provide a warranty for any Products which are not installed, as applicable, by Ahead or the Product manufacturer. EXCEPT AS SET FORTH HEREIN, AHEAD MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL. ALL OTHER WARRANTIES,

EXPRESS OR IMPLIED, ARE HEREBY SPECIFICALLY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. Customer acknowledges that it does not rely on, and waives any claim for breach of, any representations and warranties which are not confirmed in writing by Ahead. Ahead shall, after Products are tendered to Customer, have no liability in respect of any changes in quality of the Products arising from storage or transportation of the Products or from willful damages, negligence, abnormal working conditions, misuse or alteration of the Products.

11. LIMITATION OF LIABILITY: The total liability of Ahead (beyond any express warranty obligation) to Customer from any cause whatsoever, whether arising under contract, warranty, tort (including negligence), strict liability, products liability or any other theory of liability will be limited to the lesser of (i) Customer’s actual damages or (ii) the purchase price paid to Ahead for the Product(s) or Service(s) that is the subject of Customer’s claim. EXCEPT AS EXPLICITLY PROVIDED HEREIN, AHEAD SHALL NOT HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF ANY PRODUCTS OR SERVICES FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCT OR SERVICE (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR SERVICES OR BY ANY FAILURE OR DELAY IN AHEAD’S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER WILL HAVE INFORMED AHEAD OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES. All claims hereunder against AHEAD must be brought within 12 months after the cause of action arises and Customer expressly agrees to this 12-month period and waives any other statute of limitations which might apply by operation of law or otherwise including under the Uniform Commercial Code.

12. EXPORT RESTRICTIONS: Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to Ahead by its manufacturers, and Ahead does not warrant its accuracy and will not be liable for any error with regard to same.

13. INTELLECTUAL PROPERTY IN SERVICES: Intellectual property rights in the deliverables created specifically by Ahead for Customer pursuant to this Price Quote become the property of Customer following full payment by Customer for all Services rendered and expenses related thereto. Customer’s ownership rights to deliverables exclude Ahead’s proprietary or licensed tools, templates, methods, and know-how, pre-existing or otherwise, including generalized enhancements and derivatives thereto, which remain the property of Ahead.

14. THIRD PARTY SOFTWARE AND INTELLECTUAL PROPERTY LICENSING. Any software, Product, and intellectual property included in or relating to software or Products is supplied by its manufacturer or licensor (not Ahead). Ahead makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with all third party requirements including with regard to proprietary and similar rights in and to any intellectual property (and shall comply with any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if Ahead has broken the seal on any “shrink wrapped” software. If Customer provides Ahead with any intellectual property, Customer warrants that it has all necessary legal rights to such property. Customer will indemnify Ahead against and hold it harmless from any and all liability, cost or expense arising from a breach or purported breach of this section.

15. COMPLIANCE. The Parties agree (i) to maintain true, accurate, and complete accounting records concerning the sale, use, and licensing of the Products; (ii) to adhere to and comply with both U.S. and global trade laws, regardless of the respective countries in which they do business and shall screen end users against restricted U.S. party lists; and ensure business is not carried out by individuals, entities, countries, or territories sanctioned by the U.S. government; (iii) to abide by all relevant anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, regardless of the respective countries in which they do business and maintain, monitor, and enforce anti-corruption policies, procedures, and internal controls and provide copies of such documents upon request and (iv) shall ensure compliance with global Competition laws which generally prohibit (i) price fixing; (ii) market and customer allocation; (iii) limiting production or supply of products/services; (iv) group boycott, or (v) bid rigging.

16. GOVERNING LAW AND CONSENT TO JURISDICTION: The Price Quote and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Illinois. Any court action which may be brought by any party pertaining to the Price Quote or these Terms and Conditions shall be brought in federal or state courts having situs in the Northern District of Illinois. The parties consent to personal jurisdiction and venue by state and federal courts in Illinois for any action pertaining to the Price Quote and these Terms and Conditions by personal service of process within or without the State of Illinois. Ahead and Customer agree that the United Nations Convention on International Sale of Goods shall have no force or effect on transactions relating to the Price Quote or these Terms and Conditions.

17. INDEPENDENT CONTRACTORS: Nothing contained in the Price Quote or these Terms and Conditions shall be construed as creating a partnership or joint venture between Ahead and Customer, and Customer shall at all times be deemed to be an independent contractor, solely responsible for the manner by and the form in which it fulfills the Price Quote.

18. ASSIGNMENT: This Price Quote may not be transferred or assigned in whole or in part by Customer without the prior written consent of Ahead. Such consent shall not relieve Customer of its obligations and liabilities hereunder.

19. MISCELLANEOUS PROVISIONS: This instrument, together with the Price Quote and all schedules, attachments and documents incorporated herein and therein, shall constitute the entire agreement between the parties. The failure of either party at any time to require performance by the other party of any provision of this agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this agreement constitute a waiver of any succeeding breach of the same or other provision.

20. SEVERABILITY: The invalidity or unenforceability of any provision contained herein shall not affect the validity or enforceability of any other provision hereof. Any invalid or unenforceable provision shall be deemed severed from the Price Quote and these Terms and Conditions to the extent of its invalidity or unenforceability, and the Price Quote and these Terms and Conditions shall be construed and enforced as if such documents did not contain that particular provision to the extent of its invalidity or unenforceability.

21. LITIGATION COSTS. The prevailing party shall be entitled to its reasonable costs and expenses, including, but not limited to all attorneys’ fees and court costs incurred in the litigation of these Terms and Conditions.