

This service replaces the former Resale Agreement for all customers

The parties to this Hardware, Software, Warranties & Licenses Sale Agreement (this “Agreement”) include (1) the customer (who is identified in the accompanying electronic rider, whose terms are explicitly incorporated herein) and the customer’s affiliates (collectively the “Customer”) and (2) Dynamic Quest, LLC (“Dynamic Quest”). For purposes of this Agreement, the date of this Agreement shall be deemed the date the order for the is signed.

Hardware, Software, Warranties & Licenses Sale

Hardware, Software, 3rd party Warranty, Support or License (Product) includes sourcing and selling of the Hardware or Software to the Customer by Dynamic Quest. Dynamic Quest does not provide any other services after sale of the Product.

- 1) Dynamic Quest shall sell to Customer and Customer shall purchase from Dynamic Quest the Product in the quantities and at the prices specified in the Quote and upon the terms and conditions set forth in this Agreement.
- 2) Unless otherwise stated in writing by Dynamic Quest;
 - a) All quoted prices expire in accordance with the quote provided by Dynamic Quest.
 - b) Buyer agrees to pay the invoice for all Product purchased pursuant to the quote.
 - c) Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the quantity purchased under this Agreement.
 - d) Dynamic Quest shall not be liable for any delays, loss or damage in transit.
- 3) Dynamic Quest may use a third-party supplier for shipment of the Product.
 - a) The Product will be shipped to Customer F.O.B. Origin, Freight Collect.
 - b) The Customer takes ownership and liability as soon as the goods are picked up by the carrier.
 - c) The Customer is responsible for paying the freight charges.
 - d) Any shipping and delivery dates provided by Dynamic Quest are estimates only. Dynamic Quest shall use commercially reasonable effort to deliver the Product in a prompt manner, although delivery is subject to availability and manufacturer or seller performance.
 - e) Customer will notify Dynamic Quest in writing within seven (7) days of receiving the Product if Customer believes any part of the order is missing, wrong, or damaged.
- 4) Product returns eligibility will be based on the manufacturer’s return policy. Dynamic Quest will pass through to the Customer any refund, less the manufacturer’s restocking fee and the Dynamic Quest processing fee, received from the manufacturer.
 - a) Refunds will not be provided by Dynamic Quest to the Customer until the manufacturer has provided the refund to Dynamic Quest.

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- b) The refund shall also include taxes and any fees, duties and similar charges that were paid by Customer to Dynamic Quest and refundable.
 - c) The refund will not include the shipping fees associated with the purchase of the Product.
 - d) Dynamic Quest will charge a one hundred dollar (\$100) processing fee for every Product returned.
- 5) Customer understands that Dynamic Quest is not the Supplier of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products.
- a) Any software supplied to Customer pursuant to a Contract is supplied subject to the provisions of the Supplier's licensing terms.
 - b) Dynamic Quest will pass through to Customer all warranties that Dynamic Quest is expressly authorized by the original Supplier to pass through to Customer.

This Hardware, Software, Warranties & Licenses Sale Agreement explains the terms for the sale of Product by Dynamic Quest. This Agreement may be adjusted at any time by Dynamic Quest for accuracy. Please contact your sales representative or go to our on-line service description site for the latest service description.

https://info.dynamicquest.com/service_description

Pricing

Services will be invoiced one (1) month in advance of services provided.

The following billing elements are used to invoice for this service:

- [Product Name] - A non-recurring charge for Product. All Products are priced as quoted.

Service Limitations

In addition to other limitations and conditions set forth in this Service Description, the following service and support limitations are expressed:

- 1) Sale of Hardware or Software does not provide:
 - a) Product management,
 - b) Product co-management,
 - c) Product monitoring,
 - d) Product repair,
 - e) Product warranty assistance or Product assistance.
- 2) Sale of Hardware, Software, 3rd party Warranty, Support or License (Product) does not provide any Product set-up, Product configuration, unless noted on the quote. If not quoted, and

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requested after the fact it will be billed as Non-Scoped Hourly in accordance with Addendum E
(use this link to go to the Service Description site with the Addendums:
https://info.dynamicquest.com/service_description).

Additional Language

1. This Agreement once executed by the parties creates a set of agreed-upon provisions that will be incorporated by reference and made a part of any contemporaneous and/or future documents executed by the parties hereto in respect of the addendums made a part hereof (each, called an “Addendum” and, collectively, “Addenda”) describing specific Products to be sold by Dynamic Quest to Customer. An Addendum must be signed by both parties and must state that it is made pursuant to, and governed by the terms of, this Agreement. Each Addendum, including the incorporated provisions of this Agreement, will constitute a separate contract. All references in this Agreement to “this Agreement” will be deemed to refer to each Addendum and the incorporated provisions of this Agreement.
2. Each Addendum will specify all fees and costs the Customer will pay Dynamic Quest for the Products to be sold by Dynamic Quest to the Customer.
3. Any tax or related charge resulting from this Agreement, the Services and any Addendum or any other activities hereunder and thereunder, exclusive of tax based on net income, that Dynamic Quest shall be required to pay to or collect for any foreign, state, federal or local governmental authority shall be billed to Customer as a separate item and shall be paid by, and the responsibility of, Customer as directed by Dynamic Quest, unless a valid exemption certificate is furnished by Customer to Dynamic Quest in respect of any such taxes.
4. Payments not received within twenty-five (25) days of the due date may be subject to interest at the rate of one and one-half percent (1½%) per month (but not to exceed the maximum lawful rate) until paid, and Customer shall be required to pay all fees and expenses incurred by Dynamic Quest in connection with the collection of such past due amounts (including all reasonable court and attorneys' fees).
5. Customer understands and acknowledges that third party vendors and their products and services are beyond Dynamic Quest's control.
6. For purposes of clarity, with respect to any claimed defects in hardware or software, Customer agrees to look solely to the manufacturer or any remedy, including damages.
7. DYNAMIC QUEST DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO HARDWARE AND SOFTWARE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF ANY HARDWARE OR SOFTWARE DEFECT SHALL BE BETWEEN THE CUSTOMER AND THE MANUFACTURER OF THE PRODUCT SOLD TO THE CUSTOMER.

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8. It is agreed and understood that Dynamic Quest's relationship to Customer is that of an independent contractor. Neither party will be deemed to be a partner, agent, employee, or joint ventures of the other party. Dynamic Quest and its employees, agents, and contractors will not represent or imply that they are employees, agents, partners, or joint venturers of Customer. Likewise, Customer and its employees, agents, and contractors will not represent or imply that they are employees, agents, partners, or joint venturers of Dynamic Quest. All persons performing Dynamic Quest's obligations under this Agreement will be considered to be solely the employees, contractors, or agents of Dynamic Quest or its contractors, and Dynamic Quest and its contractors will be responsible for ensuring payment of any and all salaries, wages, payroll taxes, insurance, and other items payable to or on behalf of such personnel performing Services hereunder, and for maintaining worker's compensation insurance on such personnel.
9. Each party agrees that, during the Term of the Agreement and for a period of one (1) year after the termination or expiration of this Agreement, neither party shall offer employment or engagement (whether as an employee, independent contractor or consultant) to any individual who (x) is or was, at any time, during the two (2) year period prior to the termination or expiration of this Agreement, an employee, independent contractor or consultant of the other party and (y) that the other party came into contact with in connection with this Agreement. The foregoing provision will not prohibit either party from generally soliciting employment in the ordinary course of business (e.g., pursuant to a general solicitation through the media or in any public forum, including magazines, trade journals, publicly accessible internet sites, classified advertisements, or job fairs open to the public) or prevent either party from employing or engaging any employee, independent contractor or consultant who responds to such a general solicitation or contacts such party at his or her own initiative without any direct or indirect solicitation by or encouragement from such party.
10. In selling the Products under this Agreement, Dynamic Quest and its personnel will materially comply with all applicable laws, ordinances, rules, and regulations.
11. Customer hereby agrees to indemnify and defend at its sole expense Dynamic Quest, its direct and indirect subsidiaries, employees, agents, representatives, directors, and shareholders, from and against any and all claims, loss, cost, damage, liability, and expense incurred by Dynamic Quest (including all reasonable court, settlement, judgement and attorneys' fees) arising out of or based upon Customer's breach of this Agreement and/or unauthorized or unlawful use of all services, software, or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement, and patent infringement.
12. For purposes of this Agreement, "Customer's Confidential Information" consists of: (i) all non-public information (including but not limited to trade secrets, proprietary information, and information about products, business methods, and business plans) relating to Customer's business (or to the business of Customer's licensors, suppliers, or other trading partners) that is either marked or otherwise identified as confidential or proprietary, or that a reasonable person would understand to be considered confidential by Customer (even if not so marked or

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identified); and (ii) all information that Customer is obligated by law to treat as confidential for the benefit of third parties, including but not limited to personal, financial, and/or health information about individuals who have applied for or purchased products or services from Customer.

13. For purposes of this Agreement, “Dynamic Quest’s Confidential Information” consists of: (i) this Agreement and each Addendum (including without limitation all pricing information), (ii) all reports, audits, analysis and recommendations provided to Customer in connection with this Agreement and any Addendum; (iii) all non-public information (including but not limited to trade secrets, proprietary information, and information about products, business methods, and business plans) relating to Dynamic Quest’s business (or to the business of Dynamic Quest’s licensors, suppliers, or other trading partners) that is either marked or otherwise identified as confidential or proprietary, or that a reasonable person would understand to be considered confidential by Dynamic Quest (even if not so marked or identified); and (iv) all information that Dynamic Quest is obligated by law to treat as confidential for the benefit of third parties, including but not limited to personal, financial, and/or health information about individuals who have applied for or purchased products or services from Dynamic Quest.
14. Dynamic Quest acknowledges that, in connection with the performance of this Agreement or any Addendum in the course of its dealings with Customer, Dynamic Quest may receive Customer’s Confidential Information from Customer or may otherwise have access to or learn of Customer’s Confidential Information. In the absence of Customer’s prior written consent to a specific disclosure or use, Dynamic Quest will not disclose to any third party any of Customer’s Confidential Information, either orally or in writing, and will not appropriate any of Customer’s Confidential Information to Dynamic Quest’s own use or to the use of any third party. Customer’s Confidential Information that is provided by Customer to Dynamic Quest will be used by Dynamic Quest and its agents only in connection with the Services.
15. Customer acknowledges that, in connection with the performance of this Agreement or any Addendum in the course of its dealings with Dynamic Quest, Customer may receive Dynamic Quest’s Confidential Information from Dynamic Quest or may otherwise have access to or learn of Dynamic Quest’s Confidential Information. In the absence of Dynamic Quest’s prior written consent to a specific disclosure or use, Customer will not disclose to any third party any of Dynamic Quest’s Confidential Information, either orally or in writing, and will not appropriate any of Dynamic Quest’s Confidential Information to the use of any third party. Dynamic Quest Confidential Information that is provided by Dynamic Quest to Customer will be used by Customer and its agents only in connection with the Services.
16. Upon learning of any unauthorized disclosure or use of (i) Customer's Confidential Information, Dynamic Quest will use its commercially reasonable efforts to notify Customer promptly and cooperate fully with Customer to protect Customer’s Confidential Information or (ii) Dynamic Quest’s Confidential Information, Customer will use its commercially reasonable efforts to notify Dynamic Quest promptly and cooperate fully with Dynamic Quest to protect Dynamic Quest’s Confidential Information.

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17. If (i) Dynamic Quest believes it is required by law or by a subpoena or court order to disclose any of Customer's Confidential Information, then prior to any disclosure by Dynamic Quest, Dynamic Quest will, use its commercially reasonable efforts and to the extent legally permissible, promptly notify Customer in writing, attaching a copy of the subpoena, court order, or other demand, and Dynamic Quest will make all commercially reasonable efforts to allow Customer (at Customer's cost and expense) an opportunity to seek a protective order or other judicial relief or (ii) Customer believes it is required by law or by a subpoena or court order to disclose any of Dynamic Quest's Confidential Information, then prior to any disclosure by Customer, Customer will, use its commercially reasonable efforts and to the extent legally permissible, promptly notify Dynamic Quest in writing, attaching a copy of the subpoena, court order, or other demand, and Customer will make all commercially reasonable efforts to allow Dynamic Quest (at Dynamic Quest's cost and expense) an opportunity to seek a protective order or other judicial relief.
18. Nothing in this Agreement or any Addendum will be construed to restrict disclosure or use of information that: (i) was in the possession of and known by the party, without an obligation of confidentiality, prior to receipt from the other party; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by a party in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (iv) is independently developed by Dynamic Quest without use or reference to Customer's Confidential Information, or by Customer without use or reference to Dynamic Quest's Confidential Information (collectively, the "Non-Restricted Information").
19. The obligations imposed by this Agreement with respect to Confidential Information will survive termination of this Agreement and will remain in effect with respect to each item of Confidential Information until that information is or becomes Non-Restricted Information.
20. Other than as permitted in clause (a) through (b) below, neither party may advertise or promote itself using the name, service mark, or description of the other party, without the written consent of the other party in the case of each such use; provided, however, Customer will (a) make one or more representatives reasonably available to Dynamic Quest to (i) participate in a video testimonial to be used as referrals for potential new customers and partners of Dynamic Quest and (ii) assist with the development of, and permit Dynamic Quest to create and publish a case study regarding Customer's use of the Services and Customer's return on investment; and (b) permit Dynamic Quest to issue a press release containing a quotation from a representative of Customer; and (d) consent to display Customer's logo on the Dynamic Quest's website where Dynamic displays the names and logos of its other customers.
21. Should Dynamic Quest materially breach the service warranty set forth in the first sentence of Section 5 in respect of any Addendum, the materially breached portion of the Addendum may be terminated upon sixty (60) days' written notice by Customer to Dynamic Quest and provided that such material breach remains uncured by Dynamic Quest during such sixty (60)-day period. A notice of such breach of this Agreement, an Addendum, and any other notice required to be delivered to Dynamic Quest hereunder or pursuant to an Addendum from

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Customer must be in writing and must be sent to notices@dynamicquest.com. If Customer terminates an Addendum following notice to Dynamic Quest and Dynamic Quest's failure to cure, only the breached Addendum shall be terminated. This Agreement, and all other active Addenda remain in place and enforceable. Should Dynamic Quest breach this Agreement (as opposed to an Addenda), this Agreement may be terminated upon sixty (60) days' written notice by Customer to Dynamic Quest and provided that such breach remains uncured by Dynamic Quest during such sixty (60)-day period. In the event of an uncured breach of this Agreement by Dynamic Quest pursuant to this Section 33, this Agreement and all active Addenda will terminate. If the Customer terminates any Addenda for any reason, the Customer will owe Dynamic Quest through the end of the applicable term for all non-cancellable third party vendor fees and services attributable to the Customer through the end of the term set forth by the vendor.

22. Dynamic Quest may terminate this Agreement and any Addendum if: (i) Customer fails to pay any fees due in accordance with the terms set forth in this Agreement or any Addendum and such termination shall be immediate; (iii) immediately if Customer misrepresents the nature of the data or the use of the data; . If Dynamic Quest terminates only an Addendum for one (1) or more of the reasons set forth in this paragraph, Customer shall owe Dynamic Quest the full balance through the end of the term on that Addendum, including all non-cancellable third party vendor fees directly attributable to the Customer through the end of the term, but this Agreement and all other active Addenda shall remain in place and enforceable.
23. Termination of an Addendum will not terminate this Agreement or any other existing Addendum, and the parties will remain free to enter into any future Addendum pursuant to this Agreement. In addition, termination of an Addendum will not relieve either party of any payment obligations or of any obligations that by their nature are intended to survive termination.
24. Upon any termination of this Agreement, (i) Customer shall (A) immediately discontinue all use of the Services, the Services documentation, and any Confidential Information of Dynamic Quest, and (B) promptly pay to Dynamic Quest all amounts due and payable to Dynamic Quest hereunder incurred and/or payable at the time of such termination; and (ii) both parties shall (A) delete any of the others party's Confidential Information from their respective digital storage or any other media including, but not limited to, online and offline libraries; and (B) return to the other party or, at the other party's option, destroy, all copies of the applicable Services in their possession. It is further understood and agreed that Customer shall be obligated to pay a one-time fee equal to the amount of the average of the monthly recurring revenue previously paid by Customer over the previous 6 months to cover offboarding fees and services provided by Dynamic Quest following termination of this Agreement (the "Offboarding Services"). Such Offboarding Services shall include (i) commercially reasonable transition services, (ii) Dynamic Quest will provide Customer with an assessment of what is required to off-board the Services (it being understood and agreed that Customer will be responsible for the payment of any materials that need to be supplied in connection with such Off Boarding Services) and (iii) network maps, as applicable.

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25. In the event of any dispute arising out of or relating to this Agreement or any Addendum, the parties agree to attempt in good faith to resolve the dispute first by direct negotiation and then, if that is not successful, by mediation with a neutral third-party mediator acceptable to both parties. The party initiating a dispute shall give written notice with the details of the potential claim and the parties agree to submit their dispute to mediation within twenty (20) days of receipt of the dispute if not informally resolved in accordance with the first sentence of this Section 26. Mediation must be completed prior to initiating arbitration pursuant to Section 27. Mediation expenses will be shared equally by the parties.
26. Any dispute arising out of or relating to this Agreement or any Addendum which is not settled in a mediation in accordance with Section 26 within a reasonable time will be settled exclusively in a binding arbitration by a single arbitrator. The location of any arbitration proceeding will be in Guilford County, North Carolina. The arbitration will be governed by the Federal Arbitration Act. The arbitrator will be selected, and the arbitration conducted, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), except that the provisions of this Agreement or any Addendum will control over the AAA rules to the extent they are in conflict. The parties will share equally in the fees and expenses of the arbitrator and the cost of the facilities used for the arbitration hearing but will otherwise bear their respective costs incurred in connection with the arbitration except as otherwise provided herein. Depositions will not be allowed, but information may be exchanged by other means. The parties agree to use their best efforts to ensure that the arbitrator is selected promptly, and that the arbitration hearing is conducted no later than three (3) months after the arbitrator is selected. The arbitrator must decide the dispute in accordance with the substantive law which would govern the dispute had it been litigated in court. This requirement does not, however, mean that the award is reviewable by a court for errors of law or fact. Following the arbitration hearing, the arbitrator will issue an award and a separate written decision that summarizes the reasoning behind the award and the legal basis for the award. The arbitrator will award the prevailing party's reasonable costs, fees, attorneys' fees, or expenses. The award of the arbitrator will be binding on each party. Judgment upon the award may be entered in any federal or state court of competent jurisdiction in North Carolina.
27. IN NO EVENT WILL DYNAMIC QUEST BE LIABLE FOR ANY DAMAGES OR LOSS CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS RESPONSIBILITIES, OR UNDER ANY CIRCUMSTANCES FOR LOST PROFITS, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY ALLEGED BREACH BY DYNAMIC QUEST. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DYNAMIC QUEST'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING, NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE ARISING BY REASON OF OR IN CONNECTION WITH THIS AGREEMENT, ANY ADDENDUM AND THE SERVICES PROVIDED IN ACCORDANCE THEREWITH SHALL NOT EXCEED THE VALUE OF THE SERVICES DIRECTLY PROVIDED BY DYNAMIC QUEST AND ACTUALLY RECEIVED BY DYNAMIC QUEST UNDER THIS AGREEMENT AND EACH ADDENDUM.

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28. In all events, Customer's sole and exclusive remedy under this Agreement and/or any Addendum with Dynamic Quest will be to terminate this Agreement and any Addendum in accordance with Section 22 hereof.
29. No term or provision of this Agreement (or any Addendum) will be deemed waived, and no breach will be deemed excused unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other will constitute a consent to, waiver of, or excuse for any different or subsequent breach.
30. If any term or provision of this Agreement (or any Addendum) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected, and the remainder of this Agreement shall be enforced to the greatest extent permitted by law.
31. Notwithstanding the place where this Agreement may be executed by any party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of North Carolina.
32. Customer shall not assign or transfer this Agreement or any of its rights, duties, or obligations under this Agreement without the prior written consent of Dynamic Quest. Any assignment in violation of the foregoing shall be deemed null and void. Dynamic Quest may freely assign or transfer this Agreement or any of its rights, duties, or obligations under this Agreement with written notice to Customer. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.
33. This Agreement and any Addendum may be executed in counterparts, each of which shall be deemed an original but all of which together are deemed one in the same.
34. THE PARTIES HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND BY SIGNING THE ADDENDUM FOR THE SALE OF PRODUCT, TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.