

Commercial Terms of Sale

Unless otherwise agreed to by Private Machines (“Seller”) in writing, **the Commercial Terms of Sale** apply to direct commercial purchasers (including Small, Medium and Large Business, and Government and Public sector customers) of Seller hardware, software, and services (“Products and Services”) and commercial end-users who purchase through a reseller. By placing your order, you accept and are bound to the Commercial Terms of Sale below:

1. Introduction

These Commercial Terms of Sale (the “Agreement”), made between you (“you” or “Customer”) and Private Machines (“Seller”), govern your purchase and use of Products and Services from Seller. Private Machines means Private Machines Inc., or the Affiliate identified on the sales documentation. “Affiliate” means a direct or indirect subsidiary of Private Machines Inc. This Agreement is effective upon the earliest of (i) your issuance of a purchase order to purchase Seller Products and Services, (ii) your acceptance of these terms, or (iii) your agreement with a reseller that references this Agreement. The Products and Services are solely for your internal use and may not be resold. If you purchased through a reseller or distributor, final prices and sales terms will be between you and the reseller or distributor; however, this Agreement applies to your possession and use of Products and Services.

A. Definitions. “Hardware” means computer hardware, related devices and other accessories including all embedded components (excluding Software). “Software” means any software, library, utility, tool, or other computer or program code, in object (binary) form, and “Documentation” means the related media, printed materials, online and electronic documentation, including copies. “Products” means Hardware, Software, or both. “Services” means services and Deliverables provided by Seller. “Deliverables” means the tangible materials, including reports, studies, drawings, software, manuals or written procedures and recommendations that Seller delivers to you under a Statement of Work. “Third-Party Products” means products, software, or services that are not manufactured or performed by Seller.

B. Additional Agreements. This Agreement, the Service Agreements, and the Software Agreements (each defined below) form a legally binding contract between you and Seller. In the event of a conflict or ambiguity, the applicable Service Agreement or Software Agreement will take precedence.

2. Term; Auto-Renewal

This Agreement will continue until all Services, Product warranties, or licenses have expired or been terminated. If you purchased directly from Seller, Hardware Service and non-perpetual Software licenses may be renewed if you pay a renewal invoice from Seller or continue to use the Hardware Service or Software past its initial term. If you purchased through a reseller, the payment terms for renewal for the Hardware Service or Software licenses will be as agreed between you and the reseller.

3. Quotes, Ordering, and Payment

Except for subsection B, this Section applies only to direct purchases from Seller.

A. Quotes and Orders. “Order” means your order of Products or Services, either through an online process, by submitting a purchase order that references a Seller quote, invoice, or by executing a Seller order form. Your Order is subject to acceptance by Seller. Acceptance of one Order is independent from any other Order. Quoted prices are effective until the expiration date of the quote, but may change due to shortages in materials or resources, increase in the cost of manufacturing, or other factors. Orders for Third-Party Products are subject to availability and are cancellable only by Seller. Seller is not responsible for pricing, typographical, or other errors in any offer, and may cancel orders affected by such errors.

B. Changed or Discontinued Products or Services. Seller may revise or discontinue Products and Services at any time, including after Customer places an Order, but prior to Seller's shipment or performance. As a result, Products and Services Customer receives might differ from those ordered. However, Seller-branded Products will materially meet or exceed all published specifications for the Products. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned.

C. Shipping Charges; Title; Risk of Loss. Shipping and handling charges are not included in Product prices unless expressly indicated at the time of sale. Title to Hardware passes from Seller to Customer upon shipment. Delivery of Software and Hardware is FOB Origin. Loss or damage that occurs during shipping (including returns) is the responsibility of the party that selected the carrier. Shipping and delivery dates are estimates only. You must notify Seller within 7 days of taking delivery if you believe any part of your Order is missing, wrong, or damaged.

D. Payment. Invoices are due and payable within the time period stated on your invoice, or if not stated, within 15 days from the invoice date. Payment must be made in the method and currency identified by Seller. Credit approval may be revoked at any time. Seller may invoice parts of an Order separately or together in one invoice. All invoices shall be deemed accurate unless Customer advises Seller in writing of a material error within 10 days following receipt. If Customer advises Seller of a material error, (i) any amounts corrected by Seller in writing shall be paid within 14 days of correction and (ii) all other amounts shall be paid by Customer by the due date. If Customer withholds payment upon an assertion that an invoiced amount is erroneous, and Seller concludes that such amount is accurate, Customer shall pay interest as described below from the due date for such amounts until Seller's receipt of those amounts. Customer may not offset, defer or deduct any invoiced amounts that Seller determines are not erroneous following the notification process set forth above. Any assignment of your payment obligations to a third-party financing company must be approved in advance in writing by Seller, and you will not be excused from your obligations under this Agreement. Seller may charge a late penalty of 1.5% per month on undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days based on your current outstanding balance. Seller, without waiving any other rights or remedies and without liability to Customer, may suspend or terminate any or all Services and refuse additional orders for Products until all overdue amounts are paid in full. Seller shall be entitled to all reasonable legal and attorney fees and associated costs of collecting overdue amounts.

E. Taxes. You are responsible for sales tax and any other taxes or governmental fees associated with your Order. If you qualify for a tax exemption, you must provide Seller with a valid certificate of exemption or other appropriate proof of exemption. The charges stated on each line item of the invoice shall include all duties, levies or any similar charges and exclude VAT or equivalent sales or use tax. Customer shall also pay all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes). Seller's invoice shall be in accordance with applicable law. If Customer is required by law to make a withholding or deduction from payment, Customer will make payments to Seller net of the required withholding or deduction. Customer will supply to Seller satisfactory evidence (e.g. official tax receipts) that Customer has accounted to the relevant authority for the sum withheld or deducted.

F. Hardware Returns and Exchanges. You agree to Seller's return policy as provided under separate cover. Before returning or exchanging Hardware, you must contact Seller to obtain an authorization number for your return. You must return Hardware in its original or equivalent packaging, and you are responsible for risk of loss and shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. If you fail to follow the return or exchange instructions, Seller will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled

or promotional pricing associated with your purchase. Title to returned or exchanged Hardware shall pass to Seller upon receipt at the specified Seller facility.

4. Services and Software

A. Service Agreements. Seller may provide Services, Service-related Software, or Deliverables to you in accordance with one or more “Service Agreements.” “Service Agreements” are service contracts, including “Service Descriptions”, “Statements of Work,” and any other mutually executed documents. Each Service Agreement will be interpreted separately from any other Service Agreement.

B. Hardware Services.

i. Exclusions. “Hardware Services” are Services necessary to repair a defect in materials or workmanship of Hardware. Hardware Services do not include preventive maintenance or repairs required due to (a) software problems; (b) alteration, adjustment, or repair of the Hardware by anyone other than Seller or Seller’s representatives; (c) accident, misuse, or abuse of the system or component (such as fire, water leakage, use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) that have not been caused by Seller; (d) moving of the system from one geographic location or entity to another; or (e) an act of nature.

ii. Customer Authorization for Provision of Services. Some warranties or service contracts for Third-Party Products may become void if Seller provides services for such products. SELLER SHALL NOT BE RESPONSIBLE FOR ANY EFFECT THAT THE HARDWARE SERVICES MAY HAVE ON THOSE WARRANTIES OR SERVICE CONTRACTS. You authorize Seller to use or otherwise access any and all Third-Party Products you provide to us as may be necessary to perform the Services or as requested by you, including but not limited to copying, storing, and reinstalling a backup system or data.

C. Software. Software is subject to, and you are bound by, the applicable Software Agreement. “Software Agreement” means (i) the software license agreements included with the software media packaging or presented to Customer during the installation or use of the Software, or (ii) if no license terms accompany the Software or are not otherwise made available to you by Seller, the End User License Agreement found at <https://privatemachines.com/eula> shall apply.

D. Customer & System Data. In connection with Seller’s performance or your use of the Services and Service-related Software, Seller may obtain, receive, and/or collect data or information, including system-specific data (collectively, the “Data”). You grant Seller (i) a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to provide the Services or Service-related Software; (ii) a license to aggregate and use the Data in an anonymous manner in support of Seller’s marketing and sales activities; and (iii) the right to copy and maintain the Data on Seller’s or its Sellers’ servers as necessary to provide the Services. You represent and warrant that you have obtained all rights, permissions, and consents necessary to use and transfer the Data within and outside of the country in which you are located.

5. Proprietary Rights

The Products and Software are protected pursuant to copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products and Deliverables, and the methods by which the Services are performed and the processes that make up the Services, shall belong solely and exclusively to Seller or its Sellers or licensors. Subject to Seller’s receipt of payment in full for the applicable Services, Seller grants you a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely (i) in the country or countries in which

you do business; (ii) for your internal use; and (iii) as necessary for you to enjoy the benefit of the Services as stated in the applicable Service Agreements.

6. Limited Warranty

A. THE LIMITED WARRANTIES FOR SELLER-BRANDED OR SELLER-LICENSED HARDWARE ARE SET FORTH ON THE ATTACHED **LIMITED WARRANTY AND REPAIR POLICY AND INCORPORATED BY REFERENCE HEREIN**. THE LIMITED WARRANTIES FOR SOFTWARE SHALL BE AS STATED IN THE ATTACHED **END USER LICENSE AGREEMENT AND INCORPORATED BY REFERENCE HEREIN**. **SELLER RESERVES THE RIGHT TO MODIFY THE LIMITED WARRANTY AND REPAIR POLICY AND/OR USER LICENSE AGREEMENT BY PROVIDING NOTICE OF SUCH MODIFICATION TO CUSTOMER. SUCH MODIFICATION WILL BE EFFECTIVE AS TO ORDERS PLACED AFTER THE DATE OF SUCH NOTICE.**

B. THE ABOVE WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICES NOT PERFORMED OR AUTHORIZED BY SELLER (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH PRODUCT INSTRUCTIONS, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS OR SERVICES. ANY WARRANTY FOR A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY SELLER "AS IS."

C. EXCEPT AS EXPRESSLY STATED ABOVE OR IN THE EXPRESS WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER (INCLUDING SELLER AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SELLERS AND LICENSORS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (ii) FOR ANY THIRD-PARTY PRODUCTS; (iii) FOR THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES; OR (iv) THAT THE PRODUCTS OR SERVICES WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION OR ERROR. THE SELLER-BRANDED PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS ANY APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES"). SELLER EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.

7. Confidentiality

"**Confidential Information**" means information that is designated as confidential or should reasonably be understood to be confidential. Confidential Information may only be disclosed to the receiving party's personnel, professional advisors, agents, and subcontractors ("Representatives"), on a "need-to-know" basis in connection with this Agreement. Representatives shall be bound to treat the Confidential Information under terms at least as restrictive as those herein, and the receiving party shall be liable for unauthorized disclosures by its Representatives. Each party will use at least the same degree of care as it employs with respect to its own Confidential Information, but not less than a commercially reasonable standard of care. The foregoing shall not apply to information that (i) is independently developed without use of the other party's Confidential Information; (ii) has been obtained from a source which is

not under a confidentiality obligation; or (iii) is or becomes publicly available without fault of the receiving party. If receiving party must disclose Confidential Information as required by law, it shall give reasonable prior notice to the disclosing party. These obligations shall continue for 5 years from the initial date of disclosure, except that obligations related to information about a party's intellectual property shall never expire.

8. Indemnification

A. Patent and Copyright Indemnity. Seller shall indemnify and defend Customer against any claims that the Products and Services delivered to Customer infringe any United States patent or copyright, provided that Seller is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defense or settlement of any claim, provided the associated software license agreement between the Parties has not been terminated, Seller shall, in its reasonable judgment and at its option and expense: (i) obtain for Customer the right to continue using the Products and Services; (ii) replace or modify the Products and Services so that they become non-infringing while giving equivalent performance; or (iii) if Seller cannot obtain the remedies in (i) or (ii), as its sole obligation, terminate the license for the infringing Products and Services and return only the Services fees paid by Customer for such Products and Services. Seller shall have no liability to indemnify and defend Customer to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Customer (ii) the alleged infringement is the result of a modification made by anyone other than Seller; or (iii) Customer uses the Products and Services other than in accordance with this Agreement, any delivered documentation, or the underlying software license to use such Products and Services. **THIS INDEMNITY DOES NOT APPLY TO PRODUCTS AND SERVICES INCLUDING THIRD PARTY OR OPEN SOURCE SOFTWARE.** SELLER'S LIABILITY FOR INTELLECTUAL PROPERTY CLAIMS HEREUNDER SHALL IN NO EVENT EXCEED THE GREATER OF TWO TIMES (2X) THE AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES FROM WHICH THE CLAIM AROSE DURING THE MOST-RECENT TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM ACCRUED.

B. Indemnity. Each party ("Indemnifying Party") shall indemnify and hold the other party ("Indemnified Party") harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

C. Survival. The terms of this Section 8 shall survive termination of this Agreement.

9. Compliance with Laws

A. In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to such party including the customs and export control laws and regulations of the U.S.; and the country in which the Products or Services are delivered or performed.

B. Customer certifies that all items (including hardware, software, technology and other materials) it provides to Seller for any reason that contain or enable encryption functions either (i) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve. Seller is not responsible for determining whether any Third-Party Product to be used in the Products and Services satisfies

regulatory requirements of the country to which such Products or Services are to be delivered or performed, and Seller shall not be obligated to provide any Product or Service where the resulting Product or Service is prohibited by law or does not satisfy the local regulatory requirements.

C. Seller's privacy policies explain how Seller treats your personal information and protects your privacy and are provided under separate or can be found at <https://privatemachines.com/privacy>.

D. Trade Compliance. End-User. Customer acknowledges that exports, re-exports and transfers of Seller products and technology are subject to control under the Export Administration Regulations ("EAR"), as administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS"). ENFORCER™ technology is currently classified as EAR DOC BIS with an ECCN of 5A002.a.1. Customer asserts that it is the designated end-user of the technology. Specifically, Customer acknowledges that key Seller products are classified under the United States Department of Commerce Export Administration Regulations as subject to Export Control Classification Number ECCN 5A002.a.1. Therefore, they may require a validated export license issued by the Department of Commerce, Bureau of Industry and Security, for legal export abroad to a foreign end user. Customer agrees it will comply with all applicable export control laws and regulations as a condition of sale, in addition to all other purchase conditions. Further, Customer agrees it will hold harmless and defend Seller from any and all liability and costs, including attorneys' fees, arising from Customer's violation of the export control laws and regulations.

E. Customer certifies that the products being ordered will not be used in any rocket systems or unmanned air vehicles capable of a range of at least 300 kilometers; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for chemical, biological or nuclear weapons; and will not be diverted to any country, company or individual that is prohibited by the U.S. Government.

10. Termination or Suspension

A. Suspension or Modification of Services. Seller may suspend, terminate, withdraw, or discontinue all or part of the Services when Seller believes, in its sole judgment, that you are involved in any fraudulent or illegal activities.

B. Termination. Either party may terminate a Service Agreement or Software Agreement if the other party commits a material breach and the breach is not cured within 90 days of receipt of written notice. Termination of any Service Agreement will not terminate other Service Agreements, and termination of all Service Agreements will not terminate this Agreement. Seller may terminate this Agreement and all Service Agreements and Software Agreements immediately, if (i) you fail to make any payment when due; (ii) you declare bankruptcy or are adjudicated bankrupt; (iii) a receiver or trustee is appointed for you or substantially all of your assets; or (iv) you purchased through a reseller and, as applicable, the agreement between you and such reseller expires or is terminated, the agreement between Seller and such reseller expires or is terminated, or your reseller is delinquent on its payment obligations to Seller. Further, Seller may terminate a Service Agreement immediately if you are acquired by or merge with a competitor of Seller. Upon termination of this Agreement, all rights and obligations under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination.

11. Limitation of Liability

A. SELLER WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES. EXCEPT FOR YOUR BREACH OF SECTIONS 3(D) OR 7, OR YOUR VIOLATION OF SELLER'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL

HAVE LIABILITY FOR THE FOLLOWING: (i) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (ii) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (iii) LOSS OF BUSINESS OPPORTUNITY; (iv) BUSINESS INTERRUPTION OR DOWNTIME; (v) THE PRODUCTS, DELIVERABLES OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE; OR (vi) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES.

B. SELLER'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING PRODUCTS AND SERVICES) IN ANY 12 MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY SELLER DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM(S).

C. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR SELLER'S SALE OF PRODUCTS OR SERVICES TO CUSTOMER, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12. Additional Terms

A. Independent Subcontractor Relationship; Assignment; Subcontracting. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation on behalf of the other party except as specified in this Agreement. Neither party's employees, agents, nor consultants shall be considered under any circumstances to be employees of the other party. Seller has the right to assign, subcontract, or delegate in whole or in part this Agreement, or any of its rights, duties, obligations or liabilities provided that if it subcontracts its duties in providing Services, Seller shall remain responsible for the performance of such Services under this Agreement. You may not assign this Agreement without Seller's permission.

B. Excused Performance. A party shall not be liable to the other for any delay in performing its obligations if the delay is caused by circumstances beyond its reasonable control, provided that the other party is promptly notified in writing. If the circumstance lasts longer than 30 days, then the other party may terminate, in whole or in part, this Agreement or the affected Service Agreement or Software Agreement by giving written notice to the delayed party. This Section shall not relieve either party of its obligations under this Agreement (including payment), but rather will only excuse a delay in performance.

C. Excluded Data. Customer acknowledges that Products and Services provided under this Agreement are not designed to process, store or be used in connection with any of the following categories of data: (i) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (ii) articles, services and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) related data; and (iv) except for certain Seller Software, other personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law (collectively referred to as "Excluded Data"). You are solely responsible for reviewing data that will be provided to or accessed by Seller to ensure that it does not contain Excluded Data.

D. U.S. Government Restricted Rights. The software and documentation provided with the Products and Services are "commercial items" as that term is defined at 48 C.F.R. 12.101, consisting of "commercial

computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein.

E. Governing Law. This Agreement and any related Service Agreement(s), and ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND SELLER, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a “Dispute”) will be governed by the laws of the State of New York, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

F. Jurisdiction. This Agreement shall be governed by and will be interpreted in accordance to the laws of the State of New York without regard to the conflicts of law provisions thereof. Nothing in this clause limits the right of either party to bring interim proceedings arising out of or in connection with this Agreement: (a) in any other court of competent jurisdiction; or (b) concurrently in more than one court of competent jurisdiction.

G. Bench Trial. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

H. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

I. Limitation Period. NEITHER PARTY SHALL BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN 18 MONTHS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.

J. Domestic Dispute Resolution.

If both Parties are US-based, in the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the Parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The Parties further agree that any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

K. International Dispute Resolution.

If at least one of the Parties is not US-based, in the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the Parties agree to endeavor first to settle the dispute by mediation administered by the International Centre for Dispute Resolution under its Mediation Rules. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The International Expedited Procedures of the International Centre for Dispute Resolution shall apply regardless of the amount in dispute. Claims shall be heard by a single arbitrator. The language of the arbitration shall be English. The arbitration shall take place virtually or in person, in the state of New York, USA. The arbitral award shall be in writing and be final and binding on the Parties.

L. Notices.

All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be made or given when personally delivered or delivered by registered or certified United States mail, postage prepaid, return receipt requested, or by Federal Express or other recognized courier, to the Parties at the following respective addresses, or at such other address as a respective Party may designate from time to time pursuant to a notice duly given hereunder to the other Party. Electronic means of notification (such as email) are acceptable if the recipient party specifically acknowledges receipt thereof.

M. Entire Agreement; Severability. This Agreement is the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous communications or agreements that may exist. If you purchased directly from Seller, any preprinted terms on your purchase order shall be of no force or effect. Modifications to this Agreement will be made only through a written amendment signed by both parties. If any provision of this Agreement is found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement will remain in full force. No rights may arise by implication or estoppel, other than those expressly granted herein.

N. Force Majeure. Seller shall not be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of Sellers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

(Effective Date)

Private Machines Inc., 164 20th Street, 4th floor, Brooklyn, NY 11232

X _____
(Signature)

(Name – please print)

(Title)

Accepted by Customer

(Name of Customer)

(Correspondence address and email of Customer)

_____ X
(Customer Representative Signature)

(Name of Representative – please print)

(Title)