

ZENTERAI IT CLOUD CONSULTING INC.

TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES

Last updated: October 10, 2023

IMPORTANT – THESE TERMS AND CONDITIONS (“CONDITIONS”) GOVERN THE SALE OF GOODS AND SERVICES BY ZENTERAI IT CLOUD CONSULTING INC. (“ZENTERAI”, “WE”, “US” OR “OUR”) TO CUSTOMER. CUSTOMER’S PURCHASE AND/OR ACCEPTANCE OF GOODS AND SERVICES CONSTITUTES ACCEPTANCE OF THESE CONDITIONS IN THEIR ENTIRETY, TO THE EXCLUSION OF ANY CONTRARY OR ADDITIONAL TERMS IN ANY STATEMENT, PURCHASE ORDER, OR OTHER DOCUMENT OF CUSTOMER.

1. TERMS AND CONDITIONS OF SALE

These Conditions govern the sale of Goods and Services by ZENTERAI to Customer, unless ZENTERAI has signed a separate purchase agreement. Customer acknowledges and agrees that it shall purchase and take delivery of the Goods and accept any Services in accordance with these Conditions. These Conditions supersede any preprinted terms on any of Customer’s documents, which are expressly rejected by ZENTERAI, and any previous written or oral communications or representations by either party, and may not be amended or modified without prior written consent of ZENTERAI.

2. BLANKET ORDERS

Should this contract be a blanket order for the mutual convenience of the parties, Goods may be requisitioned by Customer for periods up to one (1) year from date of first shipment. Minimum release quantities should be specified, and if none, are subject to ZENTERAI’s determination. All Goods not shipped within one (1) year from the date of first shipment will be filled and shipped at the discretion of ZENTERAI and paid by Customer in accordance herewith unless other arrangements are agreed upon by the parties. In the event of early cancellation or termination ZENTERAI may bill and ship at its discretion all Goods not yet shipped, to be paid by Customer in accordance herewith.

3. QUOTES, ORDERING, AND PAYMENT

a. Payment Terms; Orders; Quotes; Interest

Your order is subject to acceptance or cancellation by ZENTERAI, in ZENTERAI’s sole discretion. Terms of payment are within ZENTERAI’s sole discretion, and unless otherwise agreed to by ZENTERAI, payment must be received by ZENTERAI prior to ZENTERAI’s acceptance of an order. Each accepted order will be interpreted as a single Agreement, independent of any other orders. Payment for Products, Software, and Services must be made by wire transfer, electronic funds transfer or some other prearranged payment method at the time of order unless credit terms have been agreed to by ZENTERAI. Credit card payments will not be accepted.

ZENTERAI reserves the right to charge you a late fee of 1.5% per month (18% per annum) applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days thereafter based on your current outstanding balance. In addition, ZENTERAI, without

waiving any other rights or remedies, shall have the right to suspend or terminate any or all Services and refuse additional orders for Products or Software from Customer until ZENTERAI's receipt of all overdue amounts. ZENTERAI shall have no liability to Customer for any such suspension or termination of services or for its refusal of additional orders. ZENTERAI further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees and costs associated with such collection.

b. Invoices

Other than where up-front payment in full was required prior to acceptance by ZENTERAI of an order, Invoices will be due and payable within the time period noted on your invoice, or if not noted, then within 30 days, measured from the date of the invoice. ZENTERAI may invoice parts of an order separately or may invoice purchases of the Products, Software and Services in one invoice to Customer. ZENTERAI is not responsible for pricing, typographical, or other errors in any offer, and reserves the right to cancel orders arising from such errors. Customer agrees that all invoices shall be deemed accurate unless Customer advises ZENTERAI in writing of a bona fide, material error within fourteen (14) days of the date of such invoice. In no case shall Customer be entitled to offset, defer or deduct any invoiced amounts that ZENTERAI determines are not erroneous following the notification process set forth above.

c. Shipping Charges; Title; Risk of Loss

Taxes, environmental disposal surcharges, and shipping and handling charges are not included in Product prices unless expressly indicated at the time of sale. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. Shipping and delivery dates are provided as estimates only. You must notify ZENTERAI within 21 days of the date of your invoice or acknowledgement if you believe any part of your order is missing, wrong, or damaged.

d. Taxes

Unless you provide ZENTERAI with a valid and accurate tax-exemption certificate applicable to your Product purchase and ship-to location, you are responsible for sales tax and any other taxes or governmental fees associated with your order. The charges stated in the order or any invoice shall be inclusive of all duties, levies or any similar charges and shall exclude GST, PST, HST or other VAT or equivalent sales or use tax (each, a "VAT"). Unless otherwise specified in writing by ZENTERAI, Customer shall pay all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).

e. Prices

The prices charged for Products, Software, and Services purchased under this Agreement shall be the amounts set forth on ZENTERAI's website or other quotation, or as provided by the applicable invoice or Service Agreements relating to such Products, Software or Services. Quoted prices will remain in effect only until the expiration date of the quote or ZENTERAI's acceptance of your order, and such prices are subject to shortages in materials or resources, increases in the cost of manufacturing, or other factors.

f. Returns and Exchanges

Before returning or exchanging a Product, you must contact us directly to obtain an authorization number to include with your return, assuming the product is acceptable to be returned based on our or our third party vendor return policies. You must return Products to us in their original or equivalent packaging, and you are responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 20% restocking fee, may apply.

4. SHIPMENT; PACKAGE; TITLE; RISK OF LOSS

All shipping dates are approximate and ZENTERAI does not guarantee the date of shipment. Time shall not be considered of the essence. ZENTERAI shall not be liable for any delay in delivery or any other default due to occurrences or contingencies, including, but not limited to, fire, flood, embargo, strike, shut down, lockouts, failure to secure materials or labor from usual sources of supply, governmental restrictions, conditions considered "force majeure", delays occasioned by any subcontractors, misrouting, or any other circumstances beyond ZENTERAI's control.

Title and risk of loss shall pass to Customer as soon as the Goods have been delivered to the carrier for shipment to Customer. Passage of title and/or risk of loss shall not be affected by delivery terms, shipping instructions, or storage on Customer's behalf by ZENTERAI at its facilities.

If shipment is delayed at Customer's request, Goods shall be deemed stored at Customer's risk and expense. Customer shall be liable to ZENTERAI for all costs and charges related to such storage and shall pay ZENTERAI within ten (10) days of invoice thereof.

5. INSPECTION BY CUSTOMER; ACCEPTANCE AND REJECTION

Customer acknowledges that prior to use it will fully inspect all Goods and Services. In the event that such inspection and testing reveals any damage, deficiency, or non-conformity, Customer shall notify ZENTERAI within fifteen (15) days of the date of delivery. Customer's failure to make a timely claim or its use of the Goods shall constitute irrevocable acceptance and the waiver of any and all claims except warranty claims. ZENTERAI may, at its option, repair or replace the defective or nonconforming Goods or refund the purchase price thereof.

6. PROPRIETARY RIGHTS

Any and all models, drawings, sketches, plans, and other information including, without limitation, technical, commercial and financial data supplied by one party to the other shall remain the property of the party who shall have supplied it. The other party may not use any such material or information except for the purposes for which it was provided and shall not disclose it to any third party without the express consent of the disclosing party. ZENTERAI shall not be required to retain any such materials and items furnished by Customer beyond thirty (30) days after final invoice.

7. LIMITED WARRANTY

ZENTERAI warrants that (i) it will convey good title to the Goods, free from any security interest or other lien or encumbrance; (ii) the Goods will conform, within normal commercial standards, to any applicable or agreed upon specifications and, under normal use, and when proper service and maintenance are performed, shall be free from defects in materials and workmanship for a period of one (1) year from the date of delivery by ZENTERAI to Customer; and (iii) any Services provided by it shall be performed in a workmanlike and competent manner consistent with normally accepted industry standards. The sole and exclusive remedy of the Customer and obligation of ZENTERAI under this Warranty is limited, at ZENTERAI's option, to the replacement or reworking of the defective Goods or Services or the return of that portion of the purchase price applicable to the defective Goods or Services.

ZENTERAI's warranty does not apply (i) to any damage to Goods resulting from misuse, negligence, improper installation, or accident; (ii) damage or deterioration due to normal use, wear and tear or exposure; (iii) normal maintenance services or replacement of service items; (iv) damage resulting from operation of the Goods contrary to instructions or specifications provided by ZENTERAI; (v) defects or failures resulting from Customer's specifications or designs or otherwise caused by Customer or the end-user; or (vi) any Goods repaired, altered or modified without prior written approval by ZENTERAI.

THE ABOVE WARRANTIES ARE GIVEN IN LIEU OF ANY OTHER REPRESENTATION OR WARRANTY WHETHER EXPRESS, IMPLIED, OR STATUTORY AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZENTERAI EXPRESSLY DISCLAIMS ALL WARRANTIES AND GUARANTEES NOT EXPRESSLY STATED HEREIN.

8. LIMITATION OF LIABILITY

ZENTERAI'S MAXIMUM AND CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS IN ANY WAY ARISING FROM OR PERTAINING TO THIS CONTRACT, INCLUDING THE PERFORMANCE OF ZENTERAI'S OBLIGATIONS PURSUANT HERETO OR ANY GOODS SOLD OR REQUIRED TO BE SOLD, OR SERVICES NOT PERFORMED OR REQUIRED TO BE PERFORMED, SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE PURCHASE PRICE OF THE GOODS OR SERVICES ON WHICH SUCH LIABILITY IS BASED. UNDER NO CIRCUMSTANCE SHALL ZENTERAI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF BUSINESS OR PROFIT OR ANY OTHER ECONOMIC LOSS, OR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES HOWSOEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE AND IRRESPECTIVE OF WHETHER ZENTERAI WAS ADVISED OR AWARE THAT SUCH DAMAGES WERE POSSIBLE.

Any claim for damages by Customer must be commenced within one (1) year of the event giving rise to such claim. Any claim not filed in accordance with the preceding sentence is null and void.

Nothing contained herein will be construed as an attempt to exclude or limit the liability of ZENTERAI in negligence: (i) for the death of or injury to any person; or (ii) for any matter which it would be illegal for ZENTERAI to exclude or attempt to exclude its liability.

9. INDEMNIFICATION

Customer shall indemnify and hold ZENTERAI harmless from any and all loss, liability, claim, cause of action, cost, judgment, or damages, including reasonable attorney fees, for any personal injury, death, property damage, or economic loss of any sort, related to: any act or omission of the Customer; Customer's breach of these Conditions; use of the Goods by Customer or any third party receiving or using the Goods after Customer's receipt; or any compliance by ZENTERAI with Customer's plans, designs, or specifications including any patent infringement; failure of Customer to comply with any applicable laws and regulations.

ZENTERAI shall indemnify and hold Customer harmless from damages and costs awarded by a final judgment to the extent directly and solely attributable to a claim that the Goods directly infringed the intellectual property rights of a third party, except where such infringement is due to plans, designs or specifications provided by Customer to ZENTERAI, and provided that Customer promptly notifies ZENTERAI of any such claim and ZENTERAI has the sole right to investigate, defend and settle any such claim.

10. NON-PAYMENT

If the purchase price is not paid when due, Customer shall pay interest at the maximum legal rate on all such sums from the date due until paid. In addition, ZENTERAI shall have and may exercise all rights and remedies provided by law or equity including, without limitation, suspending work on and withholding delivery of Goods or performance of Services until payment in full is made. Customer shall also be liable to ZENTERAI for all costs of collection including reasonable attorney fees and costs incurred by ZENTERAI upon the default by Customer.

11. ASSURANCES OF PERFORMANCE

If, in the judgment of ZENTERAI, the financial condition of Customer at any time does not justify continuation of production or shipment on the terms of payment originally specified, ZENTERAI may require full or partial payment in advance or additional security from Customer before shipment, accelerate the date of any payment, withhold any shipment or further shipments, cancel any unfilled orders and/or demand such other or further adequate assurance of performance from Customer.

12. EXPORT CONTROL

Customer confirms that it is not located in (or a national resident of) any country under Canadian or U.S. Economic embargo or sanction, not identified on any U.S. Department of Commerce Denied Persons List, Entity List or Canadian equivalent, on the U.S. State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list or any Canadian equivalent, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the U.S. Export Administration Regulations and hardware, software, technology, or services may not be exported, re-exported, transferred or downloaded to any such entity.

13. GOVERNING LAW AND JURISDICTION

These Conditions shall be governed by and construed under the laws of the Province of Ontario, including the laws of Canada of general application therein, without regard to conflicts-of-laws principles. The parties irrevocably and unconditionally agree that any action arising out of or relating to these Conditions or its subject matter shall be brought in the appropriate Ontario court in the City of Toronto, and the parties irrevocably submit to the exclusive jurisdiction of such court. The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

14. ADDITIONAL TERMS AND CONDITIONS

- (a) **Language of the Agreement.** The parties acknowledge that they have agreed that this Agreement be drawn up in English. Les parties reconnaissent avoir accepté la rédaction en anglais de la présente convention.
- (b) **Notices.** Any notice given pursuant hereto shall be deemed properly given if in writing and (i) delivered by hand, (ii) sent by telecommunication (including facsimile and electronic mail), or (iii) sent by mail to an address previously provided by each party to the other.
- (c) **Assignment.** Customer may not assign this contract, in whole or part, without the prior written consent of ZENTERAI, and any attempted assignment or delegation by Customer shall be void and ineffective for all purposes.
- (d) **Severability.** In case any provision hereof shall be declared invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of the remaining provisions herein shall not in any way be affected or impaired.
- (e) **Entire Agreement.** Customer acknowledges that it has read this contract, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this contract.

AGREED AND ACCEPTED — ZENTERAI IT CLOUD CONSULTING INC.	AGREED AND ACCEPTED — CUSTOMER / CLIENT
Authorized Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Company: ZENTERAI IT CLOUD CONSULTING INC.	Company: _____
--	----------------

ZENTERAI IT CLOUD CONSULTING INC. | Attn: Contracts Manager | legal@zenterai.com | www.zenterai.com

Terms of Sale — END OF AGREEMENT