

## TIGERTMS INNOVATION LLC

### TERMS & CONDITIONS OF SALE – SOFTWARE & PROFESSIONAL SERVICES

1. **SCOPE.** The terms and conditions herein shall apply to the purchase order/TigerTMS Quote reference above. Acceptance is conditional upon Buyer's acceptance of these terms and conditions by its signature below. There is no other understanding, agreement, or representation that in any way limits, extends, defines or relates to the provision hereunder. Any terms or conditions (other than delineation of the products being ordered) or other document that purports to add, delete, void or otherwise amend any term or condition herein are agreed to be null and void.

2. **ORDERS.** Supplier reserves the right (without prejudice) to cancel any unfilled Purchase Order or to suspend delivery in the event of any act or omission of Buyer in breach of its obligations hereunder or which delays Supplier's performance hereunder. Blanket P.O.s will be accepted for annual quantity pricing provided they are firm orders for a stated quantity with deliveries scheduled within three (3) months of the date of receipt by Supplier.

3. **PAYMENT.** Upon credit approval by Supplier, payment shall be due thirty (30) days from the date of invoice based on the following payment schedule: Software and Licences in Advance - 30 Days from Invoice or prior to installation/delivery, Professional Services / Installation on Project Completion and Handover - 30 Days after Final Invoice. In the event credit is not approved, payment shall be due and payable in advance. Overdue accounts shall bear interest at a rate equal to the lesser of two percent (2%) per month or the highest rate permitted by law. In the event Supplier is required to bring legal action to collect delinquent accounts, Buyer agrees to pay reasonable legal fees and costs of suit.

4. **CANCELLATION.** Should the Buyer cancel a Purchase Order, or any part thereof, after 30 days of the date of the Purchase Order, then the Supplier shall use commercially reasonable efforts to utilize the amounts of Products covered by such Purchase Order, or part thereof, that was cancelled. If the Supplier, in spite of using commercially reasonable efforts, cannot utilize such Products, it will charge the Buyer and Buyer will pay a fee of 20% of the total price of the Purchase Order for the cancelled Products.

5. **TAXES.** All taxes (including VAT), levies or duties of any nature whatsoever applicable to the products sold shall be paid by Buyer unless Buyer provides Supplier with an exemption certificate acceptable to the relevant taxing authority. Buyer agrees that prices for the products shall be inclusive of packaging but exclusive of VAT and that Buyer shall be additionally liable to pay the amount of VAT payable in respect of the product at the time of payment for the product.

6. **TITLE AND DELIVERY.** Any physical Products shall be delivered directly by the Supplier. Title and risk of loss shall pass to Buyer upon shipment. Buyer acknowledges Supplier has a security interest in the products until payment in full. Buyer is responsible for shipping charges. Buyer must insure goods against damage or loss during shipment or storage in an amount not less than Buyer's cost for such goods.

7. **ACCEPTANCE AND RETURN.** Buyer shall accept or reject the products within ten (10) days of receipt. Failure to notify Supplier of non-conforming products within such period shall be deemed unconditional acceptance.

8. **WARRANTY.** The products include supplier's standard warranties for software and/or hardware. To the extent permitted by law, supplier excludes all terms, conditions and warranties (including any warranty of merchantability or fitness for purpose) apart from those expressly set out in this agreement. If any term, warranty or condition is implied by law into this agreement and cannot be excluded but may be limited, supplier's liability for breach of any such term, condition or warranty (including without limitation to any person claiming through the buyer) is limited if permitted by law and at supplier's option to:  
(a) the replacement of the goods or the supply of equivalent goods or the payment of the cost of having the goods replaced;  
or  
(b) the repair of the goods or the payment of the cost of having the goods repaired.

9. **SOFTWARE LICENSE.** For all Supplier and third-party software, Buyer receives, either Supplier's standard end-user license and/or the end-user license that is provided by the third-party software supplier. The sale of products by Supplier does not convey any other licence by implication, or otherwise under patent, trademark, copyright or other intellectual property rights covering combinations of the products with other products, devices or elements.

10. **FORCE MAJEURE.** In no event shall Supplier be liable for any damages or penalty for failure to perform hereunder when due to causes beyond Supplier's reasonable control, including but not limited to acts of God, acts of governments, fire, strikes, lockouts, or inability to obtain necessary labor, material or manufacturing facilities.

11. **LIMITATION OF LIABILITY:** supplier shall in no event be liable for any loss of profits, loss of revenue or for consequential or special damages arising from any claim or action whether based on contract, tort (including negligence) or any other heads of claim. Any claim against supplier shall be limited to direct damages and will not exceed the price of the order. Supplier shall, in no way be liable for any loss of data, loss of profits, loss of revenue, or for any damage or expense directly or indirectly arising from the use or inability to use the product either separately or in combination with any other product, whether or not supplier has received notice of the possibility or certainty of such losses, damages or expenses.

12. To the extent permitted by law and the terms of this agreement supplier disclaims any express or implied warranty or condition that the operation of the product will be uninterrupted or error free; that any product is technically immune from, or that the product prevents unauthorized access resulting in the loss of or theft of electronic data, contravention of applicable privacy laws in United Kingdom in respect of personal information relating to the buyer that supplier has access to under this

agreement or unauthorized use, including interconnection to the long distance network (collectively, "fraudulent activity"). To the extent permitted by law, supplier shall have no liability to buyer in the event of such fraudulent activity.

13. INTERPRETATION. These Terms & Conditions, including any Purchase Order that is incorporated herein by reference, shall be governed by USA Law. The parties agree to submit to the exclusive jurisdiction of the courts of the United States.

14. EXPORT. Products, systems, material, technology, tools and technical data delivered by Supplier to Buyer ("Deliverables") may be subject to UK export controls or the trade laws of other countries. Buyer agrees not to export the Deliverables without prior written consent of a Supplier corporate officer or director. If Supplier consents then Buyer shall be responsible for determining and complying with the applicable export and import laws, regulations, compatibility and homologation requirements. In addition, where applicable, Buyer shall not transfer, export or re-export Deliverables to any entity identified on the most current UK government Export Exclusions Lists, or to any country subject to UK embargo or terrorist controls as identified in the UK Export Laws. Buyer will not use or provide Deliverables for nuclear, missile, or chemical and biological weaponry end uses and will not divert such to third parties who are military end users or are involved in military end users without the prior written approval of Supplier.