

Critical Start Master Quotation Terms and Conditions

Critical Start Inc. is a Texas based corporation with headquarters located at 6851 Communications Parkway, Plano, TX 75024 ("Critical Start"). Customer is any business or person who purchases products or services from Critical Start.

A Master Quotation is contingent upon credit approval and shall be deemed accepted by Critical Start and Customer by: (i) Critical Start countersigning the Master Quotation which has been executed and returned to Critical Start by the Customer; (ii) Customer issuing an executed Purchase Order for the Products / Professional Services / MDR Services / Maintenance / Subscription Services referencing this Master Quotation (provided, however, the terms on the Master Quotation shall control in the event that there are different or additional terms set forth in any Purchase Order submitted); or (iii) Customer sending an email or other writing to Critical Start referencing and accepting the Master Quotation. An executed Master Quotation, a Purchase Order, email or other writing referencing this Master Quotation are legally binding agreements and Customer shall be obligated to pay the amounts noted therein to Critical Start.

Critical Start shall invoice the Customer immediately upon (i) execution of this Master Quotation by Customer; or (ii) Critical Start's receipt of a valid Purchase Order, email or other writing referencing this Master Quotation from Customer.

All prices are in U.S. Dollars unless otherwise noted. The pricing set forth in this Master Quotation may not include sales and use taxes, which will be included, if applicable, on the invoice. If not charged for sales and use tax, the Customer is responsible for sales and use tax reporting.

Payment terms are net 30 days from the date of Critical Start's invoice. A late payment penalty of 1.5% per month will be assessed on late payments.

Payment can be made via a corporate credit card but must include an additional 4.0% surcharge, if allowed by local legislation, of the total amount, including sales tax if applicable, to pay for the credit card transaction fees; if disallowed by local legislation, acceptable forms of payment shall be by check or Automated Clearing House (ACH).

Any Professional Services provided to the Customer by Critical Start, as identified within this Master Quotation, shall be governed by the Master Services Agreement in effect as of the Effective Date of this Master Quotation, and located at: <https://www.criticalstart.com/resources/legal>, unless otherwise set forth in an applicable Statement of Work.

Any Managed Security Services ("MDR Services") provided to the Customer by Critical Start, as identified within this Master Quotation, shall be governed by the MDR Agreement and Service Descriptions in effect as of the date of the Effective Date of this Master Quotation, and located at: <https://www.criticalstart.com/resources/legal>, unless otherwise set forth in an applicable Statement of Work.

Professional Services must be used within nine months from your invoice date ("Professional Services Period"), unless otherwise stated in an applicable Statement of Work. Any services not used within the Professional Services Period will be automatically forfeited by you, with no further action required of either party, and you will not be entitled to a refund or credit for any unused portion of the fees paid for any unused services.

Unless delivery is electronic, all products are shipped to Customer FOB Origin. Critical Start will prepay all freight and insurance charges and add these to the total amount stated above which charges Customer agrees to pay in compliance with the terms of this Master Quotation. Critical Start may elect to use a third party fulfillment partner to fulfill orders for products under this Master Quotation (including the original manufacturer where Critical Start is acting as a reseller).

Any terms and conditions included in an ordering document from the customer that are inconsistent, conflicting, or additional to the terms in this quote will be void.

Please return a signed and dated Master Quotation to your Critical Start Representative at the address indicated on the front page of this Master Quotation or fax a copy to 214-919-4050.

Manufacturer's warranty applies. Critical Start does not give or imply that it gives any warranty on any product(s) it distributes or resells. Critical Start will provide commercially reasonable assistance to customers needing warranty assistance in dealings with the manufacturer(s) of the product(s) Critical Start distributes or resells.

Requests to return product(s) must be received within 30-days of receipt of the product(s). Approval for the return of product(s) is subject to the manufacturer's return policy. All product(s) approved for return must: (i) be in new, unopened condition and complete, including but not limited to all packaging materials, instructions and accessories; (ii) has no permanent software keys issued; (iii) returned to Critical Start with an RMA number issued by Critical Start; and (iv) include the number of the Critical Start invoice wherein the product was purchased. Returns for credit are subject to a 20% restocking fee.

The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of Texas, without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Supplier irrevocably consents to the personal jurisdiction of the state and federal courts in and for Collin County, Texas, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

Any notice to be given under the Purchase Order will be in writing and addressed to the party at the address stated in the front of the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

Master Services terms and conditions are located at <https://www.criticalstart.com/legal>.

MDR Agreement is located at <https://www.criticalstart.com/legal>.

Service Descriptions for MDR offerings are located at <https://www.criticalstart.com/legal>.