

Critical Start Quotation Terms and Conditions

Critical Start, Inc. is a Delaware corporation with headquarters located at 6100 Tennyson Parkway, Suite 200, Plano, TX 75024 ("Critical Start"). Customer is any business or person who purchases products or services from Critical Start.

This Quotation is contingent upon credit approval and is made effective by: (i) Customer signing the Quotation, indicating its acceptance, ("Accepted Quotation") and returning to Critical Start; or (ii) Customer issuing a valid purchase order for the Products / Professional Services / MDR Services / Maintenance / Subscription Services referencing this Quotation ("Purchase Order"). These Quotation Terms and Conditions govern Critical Start's sale of products or services, except as set out below, and shall control in the event that there are different or additional terms set forth in any Purchase Order submitted. Any terms and conditions included in Purchase Order that are inconsistent, conflicting, or additional to the terms in this quote will be void and of no effect. Critical Start's acceptance of an Accepted Quotation or a Purchase Order referencing this Quotation forms a legally binding agreement and Customer shall be obligated to pay the amounts noted therein to Critical Start.

Critical Start shall invoice the Customer immediately upon receipt of an Accepted Quotation or valid Purchase Order referencing this Quotation from Customer.

All prices are in U.S. Dollars unless otherwise noted. The pricing set forth in this 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 3.5% surcharge, if allowed by local legislation, of the total amount, including sales tax if applicable, to pay for the credit card transaction fees; if a surcharge is disallowed by local legislation, acceptable forms of payment shall be by check or Automated Clearing House (ACH).

Managed Detection and Response Services ("MDR Services") or Professional Services purchased by Customer pursuant to this Quotation, shall be governed by the Critical Start Master Services Agreement in effect as of the date of this Quotation. The Critical Start MSA may be found [here](#) unless Customer has a negotiated Master Sales Agreement in place with Critical Start, in which case the negotiated agreement shall apply.

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 Quotation. Critical Start may elect to use a third party fulfillment partner to fulfill orders for products under this Quotation (including the original manufacturer where Critical Start is acting as a reseller).

Please send your Purchase Order to your Critical Start Representative at the address indicated on the front page of this Quotation or fax a copy to 214-919-4050.

Manufacturer's warranty applies for all third party products purchased. 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) and must be preapproved by Critical Start, 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.

Service Descriptions for MDR Services offerings are located [here](#).