

## CANTADA TERMS AND CONDITIONS OF SALE

These Cantada Terms and Conditions of Sale (these "Terms and Conditions") are by and between your company (hereinafter known as "Customer") and Cantada Incorporated (hereinafter known as "Seller") for the purpose of the Customer purchasing and/or licensing from Seller the products ("Products") and/or services of Seller or third parties ("Services") as specified on Seller' Quote Form ("Quote Form") incorporated herein by reference. The Customer understands and acknowledges that the Products may be the products of either the Seller, of third party providers, or both, and may be proprietary to Seller.

1. **PAYMENT TERMS** Unless payment is made through a credit card or credit terms have been arranged, payment terms are subject to the type chosen on a Quote Form. For net 30 days terms: (a.) interest on any payment or part thereof past due over thirty (30) days shall accrue at the rate of 1½% per month or the highest rate permitted by law, whichever is lower, (b.) Customer will be charged and shall pay to Seller collection agency fees associated with past due payments. Any renewal or update fees shall be invoiced by Seller.
2. **TAXES** In addition to the purchase price or other charges to be paid by Customer under these Terms and Conditions, Customer shall pay any applicable taxes, duties or assessments however designated (except taxes levied against Seller' income), including state and local use, sales, property and similar taxes. Customer shall pay such taxes unless Customer has provided Seller with an exemption certificate for the applicable jurisdiction.
3. **SHIPMENT AND DELIVERY** Shipment and delivery shall be in accordance with these terms and conditions and availability schedule. Customer shall pay for all delivery costs. Risk of loss will pass to Customer at the time Seller or third party provider transfers Products to carrier. Customer must refuse shipment receipt if the Product's packaging is damaged, otherwise non-functioning products may only be repaired or replaced by the product manufacturer in accordance with Section 8. Contact Seller for return authorization pertaining to unopened original Product packages. **SELLER WILL NOT BE LIABLE FOR ANY PRODUCT UNAVAILABILITY OR ANY FAILURE TO MEET CUSTOMER'S DELIVERY DATES.**
4. **CANCELLATIONS AND RETURNS** Any charges incurred by Seller as a result of changes to an Order, cancellations or returns by the Customer will be paid by Customer.
5. **TITLE AND SECURITY INTEREST** Except in the case of software, which in all cases is subject to agreed-to licensing terms and not subject to sale, title to the purchased Products shall pass to Customer upon full payment of the purchase price. Customer hereby grants and Seller reserves a security interest in the Products until Seller receives full payment. At Seller' request, Customer will execute and register or file any instruments required to grant and perfect a security interest in the Products to secure the payment by Customer. Customer will pay for perfecting the security interest.
6. **SOFTWARE LICENSE(S)** Customer shall be bound by and/or execute any Seller or third party provider's software license agreements as required, including "shrink wrap" agreements. No Products shall be delivered until Customer has signed and returned to Seller any license agreements requiring a signature.
7. **INDEMNIFICATION** In consideration of Seller purchasing the Products and/or Services being sold (or for third party software resold) to Customer, Customer shall defend, indemnify and hold Seller, their partners, employees and agents harmless from any and all liability, loss and damage (including legal expenses) arising out of or relating to the Services and Customer's purchase, use or possession of the Products.
8. **WARRANTIES** Seller makes no warranties of any kind and provides all Products and Services "AS IS." Seller does, however, to the extent permitted, assign to Customer any and all warranties in the Products and Services provided by the third party provider. **FOR ALL PRODUCTS AND SERVICES, ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED.**

9. TERMINATION Either party may terminate an Order, without cause, upon thirty (30) days prior written notification to the other party. Upon such termination, any and all outstanding payments shall become due and payable. Section 7 shall survive termination of an Order.

10. LIMITATION OF LIABILITY NEITHER SELLER NOR THE THIRD PARTY PROVIDER AS MAY BE INVOLVED IN THIS TRANSACTION WITH CUSTOMER (INDIVIDUALLY AND COLLECTIVELY, THE "PROVIDERS"), SHALL HAVE ANY LIABILITY OF ANY KIND TO CUSTOMER OR ANY OTHER PARTY ARISING OUT OF CUSTOMER'S PURCHASE, LICENSING OR USE OF THE PRODUCTS AND SERVICES. CUSTOMER AGREES THAT THE PROVIDERS SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER TYPE OF DAMAGES (INCLUDING LOST PROFITS OR LOST SAVINGS), EVEN IF ANY OF THE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVIDERS' COLLECTIVE LIABILITY FOR ANY CLAIM RELATED TO THE PRODUCTS AND SERVICES, REGARDLESS OF THE FORM OF ACTION (I.E., WHETHER IN CONTRACT OR TORT OR PURSUANT TO STATUTE, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), SHALL NOT EXCEED THE PAYMENTS MADE BY CUSTOMER TO THE PROVIDERS FOR THE PURCHASE OR LICENSING OF THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. (THIRD PARTY PROVIDERS MAY OFFER WARRANTIES OR OTHER ASSURANCES REGARDING THE PRODUCTS AND SERVICES. THIS SHALL NOT AFFECT THE FOREGOING LIMITATION OF LIABILITY OF SELLER.)

11. FORCE MAJEURE Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

12. LEGAL COMPLIANCE AND EXPORT CONTROL The Customer shall comply with all applicable laws and regulations. The Customer acknowledges that information, including and without limitation Confidential Information, disclosed hereunder may be technical data subject to export control, and that compliance with appropriate Government regulations it may be necessary for Seller to obtain required approvals before disclosing such information to foreign persons, businesses or governments. The Customer shall not directly or indirectly export, re-export, use, distribute, transfer, or transmit any item of Information (even if incorporated into other products, software, and technical information, or the direct product thereof), except in compliance with United States or any other applicable local or international export laws and regulations.

13. GENERAL

(a) Except for collection actions by Seller, no action arising out of Customer's purchase or use of a Product or Service may be brought by either party more than one year after the Product or Service has been delivered.

(b) THE OBLIGATIONS OF SELLER ARE ONLY AS EXPRESSED IN THESE TERMS AND CONDITIONS; NO OTHER OBLIGATIONS, LIABILITIES OR RESPONSIBILITIES APPLY OR ARE IMPLIED. ORAL STATEMENTS MADE BY SELLER SALES REPRESENTATIVES ABOUT THE PRODUCTS AND SERVICES DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED ON BY CUSTOMER, AND ARE NOT PART OF THESE TERMS AND CONDITIONS.

(c) Customer may not assign its rights or obligations under these Terms & Conditions without the prior written consent of Seller.

(d) Seller's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. If any provision of these Terms and Conditions shall be deemed or found invalid or unenforceable, the parties agree that all other provisions shall remain unimpaired and unaffected thereby.

(e) These Terms and Conditions and any attachment shall be construed in accordance with the internal laws of the State of Florida. Customer irrevocably consents to the jurisdiction and venue of the state courts located in Sarasota County, Florida and of the United States District Court for the Middle District of Florida in any action arising out of or related to these Terms and Conditions and waives any other venue.



5742 Oakton Ct.  
Sarasota, FL 34233  
Administration

7501 General Aviation Dr.  
Fort Meade, MD 20755  
Operations

(f) These Terms and Conditions and any attachment transmitted by email or facsimile machine shall be treated in all manner and respects as an original document.

(g) These Terms and Conditions constitute the entire understanding between the parties and supersede any previous communications, representations, or agreements by either party, whether verbal or written. No change or modification of any of the terms or conditions herein shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.