General Terms & Conditions of Sale

By signing or accepting a BIS quote for services or software, Customer places a purchase order and agrees to be bound by the following general terms and conditions of sale. These terms and conditions are in addition to BIS's Master Services Agreement (MSA) for services and applicable End User License Agreement (EULA) for software or equivalent third-party agreements, which agreements are incorporated by reference into all BIS quotes. To the extent these terms and conditions conflict with the terms of any MSA or EULA, the MSA or EULA shall control.

BIS may change these terms and conditions from time to time. BIS will provide advance notice of such changes in the manner required by applicable law. By continuing to use BIS's services or software after the applicable notice period, Customer agrees to be bound by the updated terms and conditions.

1. **Acceptance of BIS Quote.** BIS quotes are valid for thirty (30) days from the date prepared. Signing a BIS quote or accepting any goods or services detailed in such quote forms a binding contract under which Customer agrees to purchase, and BIS agrees to provide, the services and products outlined in such BIS quote, subject to these terms and conditions.

2. **Subscription Term; Termination; Renewal.**

2.1 Term. Subscription licenses and software support plans for perpetual licenses are priced and billed annually. Year 1 must be prepaid. Subsequent years will be invoiced within thirty (30) days of each anniversary of Customer's order or install date. Subscriptions for BIS's monthly recurring services program for professional services are for a minimum term of three (3) months.

2.2 Early Termination. Early termination of a multi-year or multi-month term will result in an accelerated invoice amounting to seventy-five percent (75%) of the remaining term, due within thirty (30) days of termination.

2.3 Reinstatement. If Customer's subscription or support plan lapses, eligibility for any software maintenance releases, new versions, premium features, or support will be reinstated only after payment for all lapsed and unpaid support or subscription periods.

2.4 Renewals. Monthly recurring services subscriptions renew automatically at the end of each month, unless terminated with sixty (60) days' prior written notice; after the initial thirty (30) days, BIS will evaluate and proactively inquire as to Customer's need or desire to continue beyond the initial three (3) month term. Annual subscriptions and terms may be renewed at customer's request at BIS's then-current list price, not to exceed ten percent (10%) above the previous price.

3. **Invoicing; Payment.**

3.1 Invoicing. Hourly professional services and records services are invoiced weekly as performed. Monthly recurring services subscriptions such as dedicated resources are invoiced thirty (30) days prior to renewal, payable within ten (10) days of renewal. Annual software support renewals and/or subscriptions are invoiced up to ninety (90) days prior to renewal, payable within ten (10) days of renewal. All sales shall be subject to the terms and conditions (including pricing) in effect at the time the goods or services are rendered.

3.2 Due date. Payment is due ten (10) days from the date of a valid invoice unless Customer is a state or other exempt agency, or other payment terms have been expressly agreed to. All payments shall be made in U.S. dollars. Payments made later than the due date will accrue interest from the date due to the date paid at the lesser rate of 1.5% per month or the maximum allowed by applicable law, in addition to any manufacturer-applied reinstatement fees. If payment is late, BIS shall be entitled to suspend performance of the services or software and, at its option, terminate the relevant purchase order or statement of work.

3.3 Taxes and fees. Sales tax and shipping fees will be added to invoices when applicable. Customer will also be billed for reasonable travel expenses as incurred or as prescribed under state regulations. Credit card payments are subject to a four percent (4%) processing fee. BIS will not refund fees under any circumstances unless covered by a warranty. Any discounts or promotions apply only to the applicable year and have no impact on related maintenance costs. All third-party vendor cancellation fees and terms are non-negotiable.

3.4 Training Credits. Training subscription credits are offered within a licensed department or business unit. Additional trainees may require an additional subscription. Training credits and prepaid professional services expire after twelve (12) months and cannot be carried over to subsequent years if not used.

4. **Re-engagement.** If significant delays outside the control of BIS are encountered during a project for professional services, a re-engagement fee up to $3,000.00 will be charged and must be paid prior to BIS reengaging in the project.

5. **Privacy.** BIS strives to not disclose client information to third parties without consent. BIS has implemented substantial physical, administrative, and technical controls to protect client information against unauthorized access. Additionally, clients who store in BIS's facilities any documents, data, or other information known to contain confidential or protected personal information do so with the understanding that BIS is contractually obligated to protect such information with the same physical, administrative, and technical controls. Continuous compliance with and

monitoring of BIS's privacy policies and procedures are enforced in order to prevent and/or address any privacy-related issues. For further information, please review BIS's privacy policies and website terms of use at www.bisok.com and associated websites.