General Terms & Conditions of Sale

By signing or accepting a Neural Energy 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 Neural Energy'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 Neural Energy quotes. To the extent these terms and conditions conflict with the terms of any MSA or EULA, the MSA or EULA shall control.

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

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

5. **Privacy.** Neural Energy strives to not disclose client information to third parties without consent. Neural Energy

has implemented substantial physical, administrative, and technical controls to protect client information against unauthorized access. Additionally, clients who store in Neural Energy's facilities any documents, data, or other information known to contain confidential or protected personal information do so with the understanding that Neural Energy is contractually obligated to protect such information with the same physical, administrative, and technical controls. Continuous compliance with and monitoring of Neural Energy's privacy policies and procedures are enforced in order to prevent and/or address any privacy-related issues. For further information, please review Neural Energy's privacy policies and website terms of use at www.neural energy.com and associated websites.