

Last Updated Date: July 24, 2023

TERMS AND CONDITIONS

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES WITH US, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM US IF YOU (i) DO NOT AGREE TO THESE TERMS, (ii) ARE NOT THE OLDER OF (A) AT LEAST 18 YEARS OF AGE OR (B) LEGAL AGE TO FORM A BINDING CONTRACT WITH CC3 SOLUTIONS, LLC, OR (iii) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, PRODUCTS, OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "**Terms**") apply to the purchase and sale of products and services from us, whether through <https://cc3solutions.com> (the "**Site**") or otherwise. These Terms are subject to change by CC3 Solutions, LLC (referred to as "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the "Last Updated Date" referenced in these Terms. You should review these Terms prior to purchasing any product or services. Your continued use of the Site, or your placement of an order, after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You should also carefully review our Privacy Policy before placing an order for products or services with us (see Section 9).

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email or quote with your order number and details of the items you have ordered.

3. Prices and Payment Terms.

(a) All prices, discounts, and promotions are subject to change without notice. The price charged for a product or service will be the last price quoted to you in writing,

subject to lapsing of any such quote in accordance with its terms. Prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total price; provided, however, that should we not add taxes to your total price, you will be responsible for remitting the appropriate amount to the applicable taxing authorities. We strive to provide accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. In those instances where we elect to accept credit cards, you represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, (iv) you will pay charges incurred by you at the corresponding prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted at the time of your order, and (v) you will pay any processing fee charged by the credit card company. In those instances we elect to extend credit, invoices are due and payable within the time stated on your invoice. If any amount or any other charge or expense payable under these Terms or an order is not received by us by its due date, such payment shall be subject to a late payment fee of 5% of the unpaid amount, or such lesser amount as may be the maximum amount permitted by law, in order to compensate us for our administrative expenses and not as a penalty, until such payment is received by us. If any amount or any other charge or expense payable under these Terms or an order is not received by us on or before the applicable due date, you shall pay to us, in addition to the late charge described above, interest on the overdue amount to us at the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Such overdue payment shall bear interest from the applicable due date, without regard to any grace period, until the date such payment is received by us. Such payment shall be in addition to, and not in lieu of, any other remedy we may have. You acknowledge that late payment by you to us of an amount or any other charge or expense payable under these Terms or an order will cause us to incur costs not contemplated by these Terms, the exact amount of such costs being extremely difficult to fix. The parties agree that the late charge and default interest represent a fair and reasonable estimate of the costs that we will incur by reason of late payment of an amount or any other charge or expense payable under these Terms or an order by you. Acceptance of any late charge or default interest shall not constitute a waiver of your default with respect to the overdue amount or prevent us from exercising any of the other rights and remedies available to us. Without waiving any of our other rights or remedies, we may refuse additional orders and suspend any services until all overdue amounts are paid in full. You shall reimburse us for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

4. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products from the point of origin to your initial destination of choice, which may be one of our facilities (e.g., if we are

procuring the products from a third party). You will pay all shipping and handling charges unless otherwise specified by us in writing.

(b) Title and risk of loss pass to you upon transfer of the products to the carrier from the point of origin for shipping/delivery to your initial destination of choice, which may be one of our facilities (e.g., if we are procuring the products from a third party). Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

5. No Returns or Refunds. We will not accept a return of the products for a refund of your purchase price or for credit. All sales of products are made on a one-way basis and you have no right to return products purchased to us.

6. Warranties and Disclaimers.

(a) We do not manufacture or control any of the products or services we offer. The availability of products or services through us does not indicate an affiliation with or endorsement of any product, service, or manufacturer. Accordingly, we do not provide any warranties with respect to the services we offer, and, except as set forth in Section 6(b) below, we do not provide any warranties with respect to the products we offer. However, some of our products may be covered by the manufacturer's warranty.

(b) Limited Warranty: We warrant to you that for a period beginning on the date of shipment and ending on the date identified on your quote ("Warranty Period"), the products identified on your invoice as "A-Stock" or "B-Stock" and purchased from us will be free from material defects in material and workmanship. This limited warranty is not extended if we repair or replace the product(s).

(c) The limited warranty set forth in Section 6(b) does not cover issues related to Apple DEP/ABM enrollment or any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) using incorrect parts, line voltages, or fuses with the product; (h) incorrect installation by a party other than us; (i) normal wear and tear; (j) manipulation of firmware, software, or hardware by you or a third party; (k) water; or (l) external causes such as accidents, abuse, acts of God, or other actions or events beyond our reasonable control.

(d) **EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6(b) WITH RESPECT TO CERTAIN PRODUCTS, ALL PRODUCTS AND SERVICES OFFERED BY US ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(e) SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

(f) We shall not be liable for a breach of the limited warranty set forth in Section 6(b) unless: (i) you give written notice of the defective products, as the case may be, reasonably described, to us within five (5) days of the time when you discover or ought to have discovered the defect; (ii) we are given a reasonable opportunity after receiving the notice of breach of the limited warranty set forth in Section 6(b) to examine such products and you return such products and original packaging and accessories to our place of business for the examination to take place there; and (iii) we reasonably verify your claim that the products are defective.

(g) We shall not be liable for a breach of the limited warranty set forth in Section 6(b) if: (i) you make any further use of such products after you give such notice; (ii) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the products; (iii) you or a third party alter or repair such products without our prior written consent; or (iv) you return the products with difficult-to-remove stickers, tags, or markings, with factory reset protection or activation locks, with passwords, without being unenrolled or released from MDM software, or with DEP enrollment issues.

(h) Subject to Section 6(f) and Section 6(g) above, with respect to any such products covered by the limited warranty set forth in Section 6(b) during the Warranty Period, we shall, in our sole discretion, either: (i) repair or replace such products (or the defective part) or (ii) credit or refund the amounts paid by you for such products provided that you shall return such products and original packaging and accessories to us.

(i) THE REMEDIES SET FORTH IN SECTION 6(h) SHALL BE THE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 6(b).

(j) YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS (EXCEPT FOR THE LIMITED WARRANTY ON CERTAIN PRODUCTS FOUND IN SECTION 6(b) ABOVE) OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

7. Limitation of Liability.

(a) IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE,

(B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(b) OUR SOLE AND ENTIRE MAXIMUM LIABILITY FOR ISSUES NOT COVERED BY THE LIMITED WARRANTY IN SECTION 6(b), AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER NOT COVERED BY THE LIMITED WARRANTY IN SECTION 6(b), SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES.

(c) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Goods Not for Export. You represent and warrant that you are not buying products or services for export. You further represent and warrant that all purchases are intended for final delivery to locations within the US.

9. Privacy. Our *Privacy Policy*, <https://cc3solutions.com/privacy>, governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.

10. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

11. Waiver of Jury Trial. **THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY THAT MAY ARISE UNDER THESE TERMS, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, DOCUMENTS, AND APPENDICES ATTACHED TO OR REFERENCED IN THESE TERMS, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, BOTH PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, DOCUMENTS, AND APPENDICES ATTACHED TO OR REFERENCED IN THESE TERMS, OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

12. Governing Law and Jurisdiction; Venue. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Missouri. To the fullest extent allowed by applicable law, the parties agree that they will not commence any action, litigation, or proceeding of any kind whatsoever against the other in any way arising from or relating to these Terms, including all documents, policies, exhibits, schedules, attachments, and appendices attached hereto and thereto or referenced herein or therein, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the Eastern District of Missouri or, if such court does not have subject matter jurisdiction, the courts of the State of Missouri sitting in St. Louis County, and any appellate court from any thereof. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of such courts and agree to bring any such action, litigation, or proceeding only in the United States District Court for the Eastern District of Missouri or, if such court does not have subject matter jurisdiction, the courts of the State of Missouri sitting in St. Louis County. The parties agree that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

13. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 13 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

14. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of CC3 Solutions, LLC.

15. No Third-Party Beneficiaries. These Terms are for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

16. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us by personal delivery, overnight courier or registered or certified mail to CC3 Solutions, LLC, 13075 Manchester Road, Suite 375, St. Louis, MO 63131, Attn: General Counsel. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by

overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three (3) business days after they are sent.

17. No Modification. No agent, employee, dealer, representative, contractor, or reseller is authorized to amend or modify these Terms, to extend any warranties, or to make binding representations, warranties, or claims, whether in advertising, presentations, oral conversations, in writing, or otherwise, on behalf of CC3 Solutions, LLC.

18. Interpretation. For purposes of these Terms, (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation;” (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to these Terms as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. These Terms shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules, documents, and exhibits referred to herein shall be construed with, and as an integral part of, these Terms to the same extent as if they were set forth verbatim herein.

19. Severability. If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

20. Entire Agreement. Our order confirmation, these Terms, the license agreement relating to any product or service you obtain, our Terms of Use, and our Privacy Policy constitute the sole and entire agreement between us with respect to the subject matter of these Terms, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter; any conflict is to be resolved in favor of these Terms. You have not relied on any statement, representation, warranty, or agreement of ours or of any other person on our behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in these Terms.