



Internet Content Management, Inc. Terms for Technology Sales

This Terms for Technology Sales (the "Terms") is entered into and incorporated into the Purchase Order ("PO") or signed Quote ("Quote") and is made effective as of the date of the Purchase Order or signed Quote (the "Effective Date"), by and between Customer named on the Purchase Order or signed Quote (herein called "Customer" which term shall include all of Customer's Affiliates as defined below) and Internet Content Management, Inc., ("ICM") a Mississippi corporation having its principal office located at 407 West Parkway Place, Suite B, Ridgeland, MS 39157.

THE TECHNOLOGY PRODUCTS ARE PROVIDED ONLY ON THE CONDITION THAT THE CUSTOMER AGREES TO THE TERMS AND CONDITIONS IN THIS TERMS FOR TECHNOLOGY SALES BETWEEN CUSTOMER AND ICM. THESE TERMS AND CONDITIONS SHALL APPLY TO ALL ORDERS SUBMITTED TO ICM AND SUPERSEDE ANY DIFFERENT OR ADDITIONAL TERMS ON CUSTOMER'S PURCHASE ORDERS OR OTHER DOCUMENTS. BY ACCEPTING THESE TERMS OR BY USING THE PRODUCTS, CUSTOMER ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND HAS THE AUTHORITY TO ENTER INTO AND AGREES TO BE BOUND BY THESE TERMS.

Definitions

"Affiliate" means with respect to a party, any current or future entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such party. Affiliate includes any successor (whether by dissolution, merger, consolidation, reorganization or otherwise) to such entity or its business and assets.

"Confidential Information" means (a) these Terms; (b) all information collected by ICM which was gathered from or submitted by Customer, including but not limited to, Customer, employee, consultant, or agent information, pursuant to these Terms; and (c) all information that may be conveyed verbally, graphically, electronically or any other form, including but not limited to ICM's or Customer's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, customers, personnel, research, development, know-how or any information that may reasonably be considered confidential, the use and disclosure of which is specifically regulated or could be reasonably used to perpetrate fraud.

Notwithstanding the foregoing, Confidential Information does not include information that (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) was known to the receiving party as of the time of its disclosure and acquired in a lawful manner; (iii) is independently developed by the receiving party without reference to the Confidential Information; or (iv) is subsequently learned from a third-party (i.e., not ICM, nor Customer, nor any of their respective employees or agents) not subject to an obligation of confidentiality with respect to the information disclosed



“Hardware Products” means third-party hardware equipment sold by ICM.

“Products” means the existing packaged technology and software products ICM is in the business of reselling.

“Product Support” shall be defined as maintenance and warranty support services that are resold by ICM as a selling agent and that are performed by a third-party under a separate contract between such third-party and, as applicable, Customer or a Customer Affiliate.

“Purchase Order” or **“PO”** means a written order for Products or Services.

“Quote” means a written cost proposal on ICM paper that delineates the Products and Services ordered by Customer.

“Services” shall be defined as the tasks to be performed by Supplier under an applicable Statement of Work or Purchase Order as specified herein.

“Statement of Work” or **“SOW”** means a written detailing of agreed tasks performed as Services.

“Subscription License” means the non-exclusive, personal, nontransferable right to use the Products offered by the Technology Provider, and the use of the output of the Services in accordance with these Terms and the Purchase Order.

“Subscription Term” means the agreed upon time period in a Purchase Order.

“Supplier” shall be defined as a third-party provider of technology Services.

“Technology Provider” shall be defined as the third-party company providing the packaged technology, software and hardware products that ICM resells.

“Work Product” means the agreed tasks, Services or results outlined in the SOW.

Invoices and Payment

Fees and payment terms are specified in the applicable signed Quote regardless of how stated or modified by the Customer on the Purchase Order. All payments shall be made in U.S. Dollars. Except as otherwise expressly specified in the Quote: (i) all recurring payment obligations start from the receipt of the signed Quote or Purchase Order; (ii) fees must be paid within 30 days after the invoice date; and (iii) interest accrues on past due balances at 1-1/2 percent finance charge per month (18% annum) or the highest rate allowed by law. Failure to make timely payments is a material breach of the Agreement and Customer agrees that ICM will be entitled to suspend any or all of its performance obligations or the subscription services provided by the Technology Provider and to modify the payment terms, including requiring full payment before ICM performs any obligations in these Terms.



Subscriber will reimburse ICM for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to ICM hereunder that are not under a good faith dispute by Customer. Amounts paid or payable for Products are not contingent upon the performance of any consulting or other professional services.

Payments are to be remitted to:

Internet Content Management, Inc.
P.O. Box 14222
Jackson, Mississippi 39236

Taxes

The amounts listed on the Quote do not include any sales, use, excise, duties, GST and VAT taxes, transaction or other similar taxes levied against or upon the licensing of software or the furnishing or receipt of services or goods pursuant to the purchase; and such taxes are the responsibility of the Customer. If such taxes are applicable to the purchase, they shall be separately stated in the Purchase Order.

Sales Tax/Use Tax/VAT/GST and any other similar tax (if applicable) is owed by and the responsibility of the Customer whether or not the tax is itemized on the Quote or invoiced to the Customer. To exempt purchase from Sales or Use Tax liability, Customer must furnish evidence of a Certificate of Exemption, or similar document, in a form satisfactory to ICM prior to the delivery of Products or Services. In the event that a taxing authority disallows the exemption provided or determines a Sales Tax/Use Tax/VAT/GST Tax liability exists, Customer agrees to pay ICM Cyber any tax/interest/penalty owed or assessed by the taxing authority at any future date.

All software Products sold by ICM are licensed, distributed and delivered electronically via a subscription key delivered and licensed by the Technology Provider and are non-tangible personal property.

Confidentiality

Each party will not use the other party's Confidential Information except as permitted herein, and will not directly or indirectly use or disclose such Confidential Information to any third-party except to its employees as is reasonably required in connection with the exercise of its rights and obligations under these Terms (and only subject to written binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees). Each party, however, may disclose Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement, if legally permitted to do so. The provisions of this Section shall not limit any of the rights of the parties as set forth in this section herein.

Each party agrees that with respect to any Confidential Information that is disclosed by one party to the other party that, except as expressly specified in these Terms, the party receiving the Confidential Information shall return such Confidential



Information and any copies, extracts or summaries thereof (whether prepared by the receiving party or otherwise, and regardless of whether in hard copy, computer memory, electronic media or otherwise) to the disclosing party upon the expiration or termination of these Terms, or destroy the same.

ICM and Customer mutually agree that no party shall issue any press release or make any public announcement concerning the relationship contemplated under his agreement without the prior written consent of the other party, except where a public announcement is required by law.

All right, title and interest in each party's respective Confidential Information, including all copyrights, trademarks, inventions, discoveries, processes, trade secrets and proprietary information embodied therein shall be owned exclusively by that party.

Termination

Customer may terminate these Terms without cause at any time by giving ICM written notice of termination; however, no such termination shall affect Customer's obligation to pay ICM for the installed Subscription License or for any Services performed by ICM hereunder prior to the time that such termination takes effect.

Either party may immediately terminate these Terms and/or any SOW in effect at the time, in the event of any of the following: (a) a material breach by either party of these Terms and/or any SOW; (b) either party ceases to carry on its business; (c) the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against either party, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; (d) the appointment of a receiver for all or substantially all of either party's assets; or (e) any change in federal or state laws and/or regulations that make continued performance under these Terms unreasonable.

These Terms continue in full force and effect until the expiration or termination of the Purchase Order(s), unless otherwise terminated earlier. All Orders are non-cancellable, and there will be no fee adjustments or refunds for any reason, including decreases in usage, or otherwise during the Subscription Term for Products or Support. Upon termination or expiration of the Subscription Term, Customer's right to use the Products terminates.

ICM is authorized by Customer to suspend any or all Products or Services upon ten (10) days written notice to Customer in the event Customer is in breach of these Terms. ICM may impose an additional charge to reinstate Product or Service following suspension.

Audit

Customer, its accountants, auditors, auditors' representatives, any third-party retained by Customer, or any federal state or local governmental or quasi-governmental officials with regulatory authority over Customer shall have the



absolute right, at Customer's expense, at any time during the term of these Terms, to audit, examine and/or copy (a) all information concerning the fees charged to or paid by Customer under these Terms, (b) information related to ICM's or ICM's subcontractor's performance of the Services and compliance with the terms of these Terms, and (c) information related to the integrity, security, and privacy of Customer Confidential Information. Customer may access during normal business hours so long as Customer provides ICM with five business days advance written notice.

Warranties

ICM does not manufacture packaged technology for purchase, and solely resells packaged technology manufactured by third-party Technology Provider(s). All Technology Provider's warranties whether expressed or implied are enforceable solely between the Customer and the Technology Provider. All Technology Provider's Subscription Agreement terms and conditions and SLAs are incorporated into these Terms and are enforceable solely between the Customer and the Technology Provider.

Notwithstanding anything contained herein, the Products are warranted to be free of defects in workmanship and material under normal use for a period of ninety (90) days from the date of sale to the Customer. ICM's sole responsibility and Customer's exclusive remedy under this warranty will be to receive either (a) reasonably prompt replacement of the Products following return to Technology Provider of the defective Product or (b) a full refund of the Product purchase price paid by Customer, as ICM determines in its discretion.

Supplier warrants that all Services performed under these Terms or the applicable SOW or Purchase Order will be performed with professional diligence and skill and will conform to the requirements of the Agreement or SOW in all material respects. Customer's sole and exclusive remedy with respect to this warranty is for Supplier, at Supplier's sole option, either: (a) as applicable, to perform again any substantially failed Service or prepare again any substantially failed Work Product; or (b) to refund the amount paid, as applicable, for any substantially failed Service or any substantially failed Work Product; provided that Customer informs Supplier in writing of any such substantial failure within thirty (30) calendar days after performance of such Service or delivery of such Work Product.

ICM warrants that the title conveyed to Customer shall be good and merchantable and its transfer rightful, and that all Products and Product Support shall be delivered free from any security interest or other lien or encumbrance.

Indemnification

Customer shall defend and indemnify ICM, its directors, officers, employees, agents and their successors and assigns and hold them and ICM harmless from and against all demands, claims, damages, losses, and expenses (including court costs and reasonable fees of attorneys, accountants, and expert witnesses) ("Indemnifiable Expenses") arising out of or related to (a) the performance of or failure to perform Services pursuant to these Terms, to the extent such Indemnifiable Expenses are



the result of a third-party claim, demand or action; (b) Technology Provider or Supplier's breach of any representation or warranty of these Terms; (c) the performance of or failure of performance of the Technology Provider or Products pursuant to these Terms; (d) Customer's failure to comply with the terms and conditions of this Terms or the Products; (e) Customer's failure to comply with applicable laws, rules, and/or regulations regarding activities under these Terms; or (f) any negligent act or omission of the Customer.

Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, ICM, ITS AFFILIATES, ITS LICENSORS OR RESELLERS WILL NOT BE LIABLE FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF GOODWILL, OPPORTUNITY, OR REVENUE; (IV) CUSTOMER'S DECISIONS BASED ON ITS INTERPRETATION OF THE OUTPUT FROM THE PRODUCTS; NOR (V) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING, BUT NOT LIMITED TO CLAIMS FOR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD-PARTY CLAIMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ICM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY ICM FOR THE CUSTOMER'S APPLICABLE SUBSCRIPTION TO THE PRODUCTS OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE PRODUCTS THAT DIRECTLY CAUSED THE LIABILITY.

Licensure

ICM does not manufacture packaged technology for purchase, and solely resells packaged technology manufactured by third-party Technology Provider(s). All Technology Provider's Licensing and End User Agreements whether expressed or implied are enforceable solely between the Customer and the Technology Provider.

Technology Provider Software and Hardware Support

ICM does not manufacture packaged technology for purchase, and solely resells packaged technology manufactured by third-party Technology Provider(s) including, in some cases, Technology Provider support. ICM is not responsible for the Technology Provider's solvency, the Technology Provider's Product or performance of Product Support, or adherence to the Technology Providers published service level agreements.

Delivery

ICM shall deliver, or cause to be delivered, all goods specified in the Purchase Order to Customer at the delivery address indicated by the Customer's Purchase Order.



Customer may, at its option, either retain any Products received in excess of fifteen (15) calendar days in advance of the specified date in these Terms or the applicable PO delivery schedule(s) or return them to the Technology Provider. If such Products are retained, time for payment and discount shall be calculated on the basis of scheduled delivery dates.

Unless specified by Customer, Technology Provider shall be responsible for selecting packaging methods and materials to provide adequate protection at minimum cost

Title

Title to Goods ordered shall pass to Customer upon Customer's receipt and acceptance of goods related to this purchase.

Applicable Law

These Terms are drawn pursuant to and will be governed by the laws of the State of Mississippi. The parties agree that any dispute shall be adjudicated by a court of competent jurisdiction within Madison County, Mississippi.

Privacy

Each party shall comply with all federal and state laws, and rules and regulations of regulatory agencies, protecting the Confidential Information and privacy rights of Customer, its customers and consumers. ICM will not directly or indirectly reuse or redisclose to any Affiliate, or any unaffiliated entity or person, any Confidential Information, including but not limited to, any personally identifiable customer information, provided by Customer under these Terms for any purpose other than to perform the activities contemplated by these Terms.

For the purposes of customer service, technical support, and as a means of facilitating interactions with its Customers, ICM may periodically send Customer messages of an informational or advertising nature via email and provide account information to the Technology Provider. Information will be processed by ICM in accordance with applicable data privacy laws. Customer may at any time update its communications preferences by sending an email to wedr@icmcyber.com. Customer acknowledges and agrees that if it chooses not to receive informational or advertising messages, then it will not receive ICM emails concerning upgrades and enhancements to Products. However, ICM may still send emails of a technical nature. ICM may use non-identifying and aggregate usage and statistical information related to Customer's and its users' use of the Products for its own purposes outside of the Agreement. Customer acknowledges that ICM may use Customer's company name only in a general list of ICM customers.

Non-Discrimination

The following is applicable to only those contracts that are performed in the United States. **To the extent applicable, ICM shall abide by regulations that prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities; and prohibit discrimination against all**



individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime Companies and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Notices

All notices required or permitted under these Terms will be in writing and delivered by courier, overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. Either party may change its address for notices under these Terms by giving written notice to the other party by the means specified in this section. All notices to Internet Content Management shall be sent to the address set forth in the first paragraph of these Terms. All notices to Customer shall be sent to the address set forth in Purchase Order or signed Quote.

General

These Terms are the entire agreement between the parties regarding the subject matter herein and the parties have not relied on any promise, representation, or warranty, express or implied, that is not in these Terms or the associated Technology Partner's Subscription Agreement. Customer agrees that these Terms are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by ICM regarding future functionality or features. Any waiver or modification of these Terms is only effective if it is in writing and signed by both parties. ICM is not obligated under any other agreements unless they are in writing and signed by an authorized representative of ICM. All pre-printed or standard terms of any Customer's Purchase Order or other business processing document have no effect, and the terms and conditions of these Terms will prevail over such forms, and any additional, inconsistent, conflicting, or different terms in such forms will be void and of no force and effect. In the event of a conflict between the terms of the Terms for Technology Sales and the terms of a Purchase Order, the terms of the Terms for Technology Sales terms prevail.

If any part of these Terms is found invalid or unenforceable by a court of competent jurisdiction, the remainder of these Terms will be interpreted so as reasonably to affect the intention of the parties.