

EVERFOX

HARDWARE TERMS OF SALE

(last updated November 5, 2025)

These Hardware Terms of Sale govern the purchase and delivery of hardware products from Everfox, whether purchased directly by Customer or through a Channel Partner. They apply as default terms unless superseded by specific provisions in an Order or other executed agreement. Hardware warranties and support services are governed by a separate Hardware Support description available at everfox.com/terms. These Hardware Terms of Sale are incorporated into and governed by the applicable End User License Agreement (“EULA”) and the applicable Hardware Support description and forms part of the overall agreement between the Customer and Everfox.

1. DEFINITIONS AND SCOPE

1.1. Definitions

For the purposes of these Hardware Terms of Sale, the following terms shall have the meanings set out below. Capitalized terms not otherwise defined in the present Hardware Terms of Sale shall take the meaning as set out in the applicable EULA or Hardware Support Program Description.

- “**Hardware**” means all physical equipment, devices, appliances, and related components sold by Everfox, including but not limited to: (a) **General-Purpose Hardware** consisting of commercially available servers, networking equipment, and standard IT infrastructure components; and (b) **Specialized Security Devices** consisting of proprietary cybersecurity appliances and bespoke security hardware designed or manufactured specifically for Everfox.
- “**Controlled Hardware**” means any Hardware subject to the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), or other applicable export control laws and regulations.
- “**Channel Partner**” means an authorized Everfox distributor, reseller, systems integrator, or prime contractor who purchases Hardware for resale to a Customer or for integration into a solution for a Customer.
- “**Customer**” means the ultimate end-user of the Hardware specified in an Order.
- “**Delivery Location**” means the address specified in the applicable purchase order where Hardware is to be delivered as specified in Section 2.
- “**Order**” means the mutually agreed upon purchase documentation – such as a quotation, schedule, purchase order, or similar document – whether direct or through a Channel Partner.

1.2. Scope and Application

These Hardware Terms of Sale govern all sales of Hardware by Everfox to Customers unless superseded by specific terms in an Order or other executed agreement between the parties. Where conflicts exist, executed written agreements and Orders with specific hardware provisions take precedence over these default terms. Software licensing is governed by separate End User License Agreements. Hardware support services and warranties are governed by Everfox’s Hardware Support description available at everfox.com/terms or provided directly by Everfox.

Where a Channel Partner facilitates the purchase, such Channel Partner is authorized to perform any of the Customer’s obligations hereunder on behalf of the Customer to the extent permitted by applicable law, including, without limitation, coordinating delivery, arranging import clearance, and remitting payment for taxes, duties, and tariffs; provided, however, that certain obligations (including export control compliance obligations) may not be delegated and must be performed by the ultimate end-user Customer. Notwithstanding a Channel Partner’s performance of any such obligations, the Customer remains primarily liable for its obligations under these terms unless otherwise expressly agreed in a separate written agreement between Everfox and said Channel Partner.

2. INCOTERMS AND DELIVERY

2.1. Delivery Terms

Unless otherwise mutually agreed by Everfox in writing, all Hardware sales are made on DAP (Delivered at Place) terms under Incoterms 2020. Under DAP, Everfox delivers the Hardware by placing it at Customer's disposal on the arriving means of transport, ready for unloading, at the Delivery Location. Everfox is responsible for export clearance and bears risk of loss or damage until the Hardware is placed at Customer's disposal. Customer is responsible for unloading the Hardware and for all import duties, taxes, tariffs, customs clearance, and related costs as set forth in Section 2.3.

2.2. Risk and Title

- In the event of loss or damage to Hardware during transit prior to delivery, Everfox shall, at its sole discretion, either replace the Hardware or refund amounts paid for the affected Hardware. This constitutes Customer's sole and exclusive remedy for transit loss or damage.
- Risk of loss or damage transfers to Customer when Hardware is placed at Customer's disposal, ready for unloading, at the Delivery Location.
- Title to Hardware transfers to Customer upon receipt by Everfox of payment in full, free and clear of all liens, encumbrances, and third-party rights.
- Customer is responsible for unloading Hardware at the Delivery Location.

2.3. Taxes, Duties, and Tariffs

- Customer is responsible for all import duties, tariffs, value-added taxes (VAT), goods and services taxes (GST), and other governmental charges imposed on the Hardware in the destination country.
- Customer is responsible for all customs brokerage fees, inspection fees, and related import processing costs.
- If Everfox is required to collect any taxes at the point of sale, such taxes will be separately stated and invoiced to Customer.
- Customer must provide valid tax exemption certificates or resale certificates where applicable.

2.4. Delivery Requirements

- Everfox will use commercially reasonable efforts to deliver Hardware within the timeframe specified in the Order. If no timeframe is specified in the Order, Everfox will deliver Hardware within a commercially reasonable time based on product availability, manufacturing lead times, export licensing requirements, and other factors affecting delivery.
- Everfox shall provide Customer with confirmation of shipment.
- Customer shall be available to receive delivery at the Delivery Location during normal business hours.
- Customer shall provide adequate facilities, equipment, and personnel to unload the Hardware.
- Controlled Hardware may require appropriate receiving facilities and security clearances.
- Controlled Hardware may be subject to additional security and verification procedures.
- Customer shall inspect the Hardware upon delivery for visible damage or shipping discrepancies.
- Customer shall promptly notify Everfox of any delivery discrepancies, visible damage, or shortage within three (3) business days of delivery. Upon receipt of timely notification of delivery damage or discrepancies, Everfox will investigate the claim and shall, at its sole discretion, either (i) replace the affected Hardware, (ii) repair the Hardware, or (iii) issue a credit for the affected Hardware. Customer shall preserve all packaging materials and cooperate with Everfox's investigation.

2.5. International Delivery Considerations

- For cross-border deliveries, Customer must provide all necessary import licenses, permits, and documentation required by the destination country.
- Delivery timeframes may be extended for international shipments requiring export license approval.
- Customer is responsible for compliance with all applicable import regulations in the destination country.

3. HARDWARE WARRANTIES AND SUPPORT

Hardware warranties and support services are governed by the Everfox Hardware Support description provided by Everfox or available at everfox.com/terms.

4. HARDWARE-SPECIFIC PROVISIONS

4.1. Substitutions and Modifications

- **General-Purpose Hardware:** Everfox may, at its sole discretion, substitute functionally equivalent or superior Hardware without notice. Customer acknowledges that substitutes may differ in brand, model, or specific technical specifications provided the substitute performs substantially the same function.
- **Specialized Security Devices:** Everfox will deliver the specific Specialized Security Devices identified in the accepted Order without substitution, unless otherwise agreed in writing by both parties.

4.2. Export Control Compliance for Controlled Hardware:

- Customer must provide end-user and end-use certificates, and export licensing documentation
- Customer warrants compliance with all applicable export control laws
- Re-export restrictions apply - Customer must obtain Everfox consent for transfers and re-exports
- Delivery may be delayed pending export license approval

4.3. Force Majeure

Neither party will be liable for delays or failures in Hardware delivery due to causes beyond its reasonable control, including acts of God, natural disasters, terrorism, war, government actions, labor disputes, supplier failures, export license delays, pandemic-related disruptions, or failures of telecommunications or internet services.

5. PAYMENT TERMS

5.1. Unless otherwise specified in the applicable Order, the following payment terms shall apply:

- All Fees for Hardware shall be invoiced by Everfox upon shipment of such Hardware.
- Payment is due within thirty (30) days of the invoice date.
- All amounts are due and payable in United States dollars unless otherwise agreed in writing.
- Customer is responsible for all taxes, duties, tariffs, value-added taxes (VAT), goods and services taxes (GST), and other governmental charges imposed on the Hardware, excluding taxes based on Everfox's net income.
- Amounts not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less.
- Everfox may suspend further Hardware deliveries if payment is more than thirty (30) days overdue, without limitation to other remedies available at law or in equity.
- Customer may not set off any amounts owed to Everfox against any amounts Customer claims are owed by Everfox to Customer.
- All Hardware sales are final, non-cancelable, and non-refundable except as expressly provided in the Hardware Support Program Description.

6. COMPLIANCE WITH LAWS AND REGULATIONS

6.1. Contractual and Legal Hierarchy

These Hardware Terms of Sale are subject to the terms and conditions of any applicable government

contract, prime contract, or other overarching agreement under which Hardware is purchased. In the event of any conflict between these Hardware Terms of Sale and the terms of such government contract, prime contract, or overarching agreement, the terms of the government contract, prime contract, or overarching agreement shall prevail to the extent of such conflict. Customer acknowledges that government contracts may impose additional obligations, certifications, or compliance requirements that are not reflected in these Hardware Terms of Sale.

6.2. Export Control Limitations

All Hardware sales and deliveries are subject to applicable export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), and other applicable trade control laws. Everfox may restrict, suspend, or refuse Hardware sales or deliveries if required by applicable export control laws or regulations, and such restrictions shall not constitute a breach of these Hardware Terms of Sale or any Order. Customer acknowledges that certain Hardware may be subject to export licensing requirements that could delay or prevent delivery.

7. LIMITATION OF LIABILITY

Everfox's liability for claims arising under these Hardware Terms of Sale is subject to the limitations and exclusions set forth in Section 15 of the EULA, which are incorporated herein by reference.