

BRB Associates Online Customer Resale Terms and Conditions

Version: v20261001 | Effective Date: October 15, 2026

These terms and conditions (the "Terms") apply to every purchase from BRB by the purchasing entity ("Customer") of software, hardware, subscriptions, support, and third-party services (collectively, "Products") and of installation, configuration, deployment, professional, and other services performed by BRB's own personnel or subcontractors ("BRB Services"). "Order" means a BRB quote, order form, or statement of work accepted by Customer, or a Customer purchase order or other ordering document issued for Products or BRB Services quoted by BRB. Customer accepts these Terms by issuing or accepting an Order, accepting delivery of Products or performance of BRB Services, or paying for Products or BRB Services. If BRB and Customer have signed a Master Agreement (as defined in Section 16), the Master Agreement governs as provided in Section 16.

Order Acceptance. An Order is binding on BRB only when BRB accepts it. BRB accepts an Order by (i) confirming acceptance in writing, including by email, (ii) placing the order with its Supplier, or (iii) shipping, delivering, or making available the Products or beginning performance of the BRB Services, whichever occurs first. BRB may decline any Order, in whole or in part, before acceptance. BRB quotes are valid only for the period stated on the quote.

Products are for Customer's internal use only. Customer's sale of Products to any other parties is expressly prohibited under these Terms.

1. Definition of BRB

"BRB" means BRB Associates LLC, a Delaware limited liability company, with offices at 244 East Main Street #115, East Islip, NY 11730.

2. Terms of Payment

(a) **Invoicing.** BRB may invoice hardware Products upon shipment, and software, subscription, support, and other electronically delivered Products upon delivery or availability of the applicable license keys, entitlements, or access credentials. Partial shipments may be invoiced separately. Multi-year, subscription, and support Products will be invoiced as stated in the Order or, if the Order is silent, in full in advance. BRB Services will be invoiced as stated in the Order or, if the Order is silent, upon completion of the BRB Services, or monthly in arrears for BRB Services performed on a time-and-materials basis.

(b) **Payment Terms.** Unless the Order states otherwise, each invoice is due and payable in U.S. dollars within thirty (30) days after the invoice date (the "Payment Due Date"). Payment is made when BRB receives cleared funds at the remit-to address or account stated on the invoice. Orders placed through a cloud marketplace (such as AWS Marketplace or Azure Marketplace) will be paid in accordance with that marketplace's terms.

(c) Disputes. Customer must notify BRB in writing of any good-faith dispute regarding an invoice within fifteen (15) days after the invoice date, describing the disputed amount and the reasons for the dispute in reasonable detail. Any invoice, or portion of an invoice, not disputed within that period is deemed accepted. Customer will pay all undisputed amounts by the Payment Due Date. The parties will work in good faith to resolve any dispute promptly, and Customer will pay any amount found to be owed within ten (10) days after resolution (the "Resolution Payment Due Date").

(d) Late Payment. Overdue amounts accrue interest at the rate of 1.5% per month (or the maximum rate permitted by applicable law, if less) from the Payment Due Date or Resolution Payment Due Date, as applicable, until BRB receives payment. If any undisputed amount is more than ten (10) days past due, BRB may, upon written notice to Customer, suspend shipment or fulfillment of any pending Orders and place Customer's account on credit hold until all past-due amounts are paid in full, and BRB will not be liable for any resulting delay. Customer will reimburse BRB for all reasonable costs of collecting past-due amounts, including collection agency fees and reasonable attorneys' fees.

(e) Credit and Prepayment. BRB may, at its discretion and at any time, establish or change Customer's credit limit, or require prepayment, a deposit, or other reasonable security for any Order before accepting, fulfilling, or shipping it. Customer will provide reasonable financial information upon BRB's request for purposes of credit review.

(f) Taxes. Prices do not include taxes. Customer will pay all federal, state, and local sales, use, value-added, goods and services, excise, and similar taxes, duties, and charges imposed on the sale or delivery of Products, other than taxes based on BRB's net income. When BRB is required to collect such taxes, they will be separately stated on BRB's invoices and remitted by BRB to the appropriate authorities. If Customer claims an exemption, Customer must provide a valid exemption certificate before invoicing; otherwise BRB will charge the applicable taxes. All payments will be made without set-off or deduction; if any withholding is required by law, Customer will increase the payment so that BRB receives the full invoiced amount.

3. Shipping and Delivery

(a) Shipment. Products will be shipped by BRB or its Suppliers (as defined in Section 10) in the OEM's or Supplier's standard commercial packaging to the ship-to address stated in the Order. Customer is responsible for providing complete and accurate ship-to, recipient, and purchase order information, and for any additional costs resulting from inaccurate or incomplete information. Unless the Order states otherwise, freight is prepaid and added to BRB's invoice. Partial shipments are permitted. Delivery dates provided by BRB are good-faith estimates only and are not guaranteed.

(b) Risk of Loss and Title. All shipments of hardware Products are FOB Origin (shipping point). Risk of loss or damage passes to Customer upon delivery of the Products to the carrier at the shipping point, whether shipped by BRB or directly by a Supplier. Title to hardware Products passes to Customer at the same time; provided, that Customer grants BRB a purchase-money security interest in the hardware Products and their proceeds until BRB has been paid in full, and authorizes BRB to file any financing statement necessary to perfect that interest. BRB will reasonably assist Customer in pursuing claims against the carrier for loss or damage in transit. Title to software does not pass to Customer; Customer receives only the license granted by the OEM as described in Section 6.

(c) Electronic Delivery. Software, subscriptions, support, and other electronically delivered Products are deemed delivered when the applicable license keys, entitlements, download instructions, or access credentials are sent by email to Customer's contact stated in the Order or made available to Customer in the OEM's portal. Products ordered through a cloud marketplace (such as AWS Marketplace or Azure Marketplace) are deemed delivered when Customer accepts the applicable private offer.

(d) Inspection. Customer will inspect hardware Products upon receipt and notify BRB in writing of any shortage, incorrect item, or visible damage within forty-eight (48) hours after delivery, and of any concealed damage (damage not reasonably apparent upon receipt) within seven (7) business days after delivery. Products not so reported within those periods are deemed accepted. After acceptance, Customer's remedies for defective Products are limited to the OEM's warranty under Section 5 and BRB's return policy under Section 4.

(e) International Shipments. Shipments outside the United States may be made through an importer-of-record and exporter-of-record service provider selected by BRB. Unless the Order states otherwise, Customer is responsible for all import duties, taxes, customs fees, and importer- and exporter-of-record service fees, which will be stated in the Order or invoiced separately, and for obtaining any import permits or licenses required in the destination country.

4. Returns

Product returns are governed by BRB's return policy in effect on the date of the Order, which is found at www.brbcorp.com/returnpolicy and is incorporated into these Terms. If the return policy conflicts with these Terms, these Terms control.

5. Warranty

(a) Product Warranty. BRB warrants that BRB will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally deliver the Products described in the applicable Order and has all rights, approvals, and/or authorizations necessary to provide the Products. BRB is a value added reseller ("VAR") of Products, not the original equipment manufacturer or licensor ("OEM"), and therefore disclaims any warranty responsibility regarding Products provided under any Order. BRB shall forward the end user warranties to Customer which are provided to BRB from the OEM of the Product, and to the extent granted by the OEM, Customer shall be the beneficiary of the OEM's warranties. BRB is not a party to any warranty terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product.

(b) BRB Services Warranty. BRB warrants that BRB Services will be performed in a professional and workmanlike manner by appropriately qualified personnel, consistent with generally accepted industry standards. Customer must notify BRB in writing of any breach of this warranty, describing the nonconformity in reasonable detail, within thirty (30) days after BRB completes the affected BRB Services. As Customer's sole and exclusive remedy, and BRB's sole obligation, for any breach of this warranty, BRB will re-perform the nonconforming BRB Services at no additional charge or, if BRB determines that re-performance is not commercially practicable, credit the fees paid for the nonconforming BRB Services to Customer's BRB account. This warranty does not apply to any nonconformity caused by Products, by Customer's systems, data, or materials, or by Customer's failure to perform its responsibilities, provide accurate information, or follow BRB's reasonable instructions.

(c) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, BRB HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS SECTION DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

6. Software, Subscriptions, and OEM Terms

(a) OEM Terms Govern. Software Products resold under an Order, and any related maintenance, support, subscription, or cloud services, are governed by the license, subscription, or support agreement between

Customer and the applicable OEM or ISV or, if no such agreement exists, by the OEM's or ISV's standard terms (collectively, "OEM Terms"). BRB is not a party to the OEM Terms, and Customer will look solely to the OEM or ISV for satisfaction of any and all license, support, and service claims or obligations related to its Product.

(b) Authorization to Accept OEM Terms. Customer authorizes and appoints BRB as its limited agent solely to accept, on Customer's behalf, any OEM Terms (including click-through, shrink-wrap, online, and marketplace terms) that must be accepted to order, provision, register, or deliver the Products. Customer agrees to be bound by any OEM Terms so accepted as if Customer had accepted them directly, and, as between Customer and BRB, Customer is solely responsible for complying with them. BRB has no obligation to review or negotiate OEM Terms on Customer's behalf. BRB will forward to Customer a copy of, or link to, the accepted OEM Terms when provided by the OEM or ISV, and otherwise upon Customer's request.

(c) Customer's Own Agreements and Exceptions. If Customer has its own negotiated agreement with an OEM or ISV that should apply to an Order, Customer will identify it to BRB before placing the Order; that agreement will govern to the extent the OEM or ISV applies it to the Order. If Customer does not want BRB to accept OEM Terms on its behalf for a particular Product, Customer must notify BRB in writing before placing the Order, in which case Customer must accept the OEM Terms directly and delivery may be delayed until it does.

(d) Authority. Customer represents that the individual placing the Order on Customer's behalf has authority to bind Customer to these Terms and to grant the authorization in this Section.

(e) Subscriptions and Renewals. Subscriptions, support, and maintenance run for the term stated in the Order or, if none is stated, in the OEM Terms. Except as provided below for OEM automatic renewals, BRB does not automatically renew any Product, and each renewal requires a new Order. As a courtesy, BRB will endeavor to send Customer a renewal quote before a term expires, but any failure to do so is not a breach and does not extend any term; Customer is responsible for tracking its own expiration dates. Renewal pricing is not guaranteed and will reflect OEM pricing at the time of renewal, unless the Order or a Master Agreement provides otherwise. Where the OEM Terms provide for automatic renewal of a Product (for example, certain cloud subscriptions that renew by default), Customer is responsible for cancelling within the period allowed by the OEM Terms if it does not wish to renew, BRB will assist with that cancellation as provided in Section 9, and Customer will pay BRB for any renewal term that is not cancelled.

(f) True-Ups and Usage. Customer will pay for any use, deployment, seats, or consumption of Products in excess of the quantities purchased, including any true-up, overage, or usage amounts an OEM or ISV bills to BRB, at the prices BRB quotes or, if none, BRB's then-current pricing. Usage-based Products are invoiced monthly in arrears unless the Order states otherwise. Products purchased through a cloud marketplace are billed by the marketplace.

(g) License Audits. Customer will cooperate with any license audit or compliance review conducted by an OEM or ISV under the OEM Terms and will pay any resulting fees, true-ups, or other charges, whether billed to Customer directly or to BRB.

7. Indemnification

(a) Product Indemnification. As a Value Added Reseller of Products and third party services, BRB disclaims any indemnification responsibility regarding Products provided under any Order. Customer agrees to look solely to the OEM for satisfaction of any and all indemnification claims related to that OEM's Product.

(b) Customer Indemnification. Customer will defend, indemnify, and hold harmless BRB and its affiliates, and their respective officers, members, managers, employees, and agents (the "BRB Indemnitees"), from and against any and all third-party claims, demands, suits, audits, and proceedings, and all resulting losses, damages, liabilities, judgments, settlements, fines, penalties, audit fees, true-up and license fees, costs, and expenses (including reasonable attorneys' fees), arising out of or relating to: (i) Customer's breach of any OEM

license, subscription, or support agreement, including any agreement accepted by BRB on Customer's behalf under Section 6, or any deployment or use of Products in excess of the quantities or rights purchased; (ii) any resale, redistribution, or other use of Products in violation of the internal-use restriction in these Terms; (iii) Customer's violation of applicable export control, sanctions, customs, or import laws; (iv) Customer's use of the Products, including any modification of the Products, any combination of the Products with products, services, or materials not supplied by BRB, and any data or content Customer processes with the Products; or (v) any inaccurate or incomplete information Customer provides to BRB, including tax-exemption, end-user, ship-to, and export end-use information.

(c) Indemnification Procedure. BRB will notify Customer promptly in writing of any claim for which a BRB Indemnitee seeks indemnification; any failure or delay in notice relieves Customer of its obligations only to the extent Customer is materially prejudiced. Customer will control the defense and settlement of the claim with counsel reasonably acceptable to BRB, and BRB may participate with its own counsel at its own expense. Customer will not settle any claim in a manner that admits fault on behalf of, or imposes any obligation or liability on, any BRB Indemnitee without BRB's prior written consent. If Customer does not promptly assume the defense, BRB may defend the claim at Customer's expense. Customer's obligations under this Section survive delivery of the Products and completion or termination of any Order.

8. Limitation of Liability

(a) EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) LIMITATION OF AMOUNT. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO AN ORDER OR THESE TERMS AS APPLIED TO THAT ORDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY, WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO BRB UNDER THE ORDER GIVING RISE TO THE CLAIM. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT.

(c) EXCLUDED CLAIMS. "EXCLUDED CLAIMS" MEANS: (i) CUSTOMER'S OBLIGATION TO PAY FEES, TAXES, FREIGHT, INTEREST, CANCELLATION CHARGES, AND COLLECTION COSTS UNDER THESE TERMS OR ANY ORDER; (ii) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS; (iii) CUSTOMER'S BREACH OF ANY OEM LICENSE OR SUPPORT AGREEMENT, THE INTERNAL-USE RESTRICTION IN THESE TERMS, OR APPLICABLE EXPORT LAWS; AND (iv) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

(d) ALLOCATION OF RISK. CUSTOMER ACKNOWLEDGES THAT THE LIMITATIONS IN THIS SECTION REFLECT THE ALLOCATION OF RISK SET FORTH IN THESE TERMS AND THAT BRB WOULD NOT ACCEPT ANY ORDER WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

9. Cancellations and Changes

(a) Orders Non-Cancellable. Once BRB accepts an Order, the Order is non-cancellable and non-refundable, except as provided in this Section or as BRB otherwise agrees in writing.

(b) Assistance with Cancellations and Changes. If Customer asks to cancel, reduce, or reschedule all or part of an accepted Order, BRB will use commercially reasonable efforts to assist Customer, including by requesting the cancellation or change from the applicable OEM, independent software vendor ("ISV"), or other Supplier.

Whether a cancellation, reduction, or change is possible, and on what terms, depends on the policies of the applicable OEM, ISV, or Supplier, and BRB does not guarantee any particular outcome. Where an OEM or ISV offers a cancellation or return window for its Product (for example, a limited cancellation period for certain cloud subscriptions), Customer may cancel within that window on the OEM's or ISV's terms, provided Customer notifies BRB in writing in time for BRB to act within that window.

(c) Costs and Credits. Customer will pay all cancellation, restocking, rescheduling, freight, and similar fees and charges imposed on BRB by the OEM, ISV, or Supplier as a result of Customer's request. For any cancelled Products, BRB will credit to Customer's BRB account the amounts Customer has paid, less those fees and charges and less any amounts the OEM, ISV, or Supplier does not refund or credit to BRB. All credits under these Terms are applied as described in BRB's return policy and are not paid out in cash unless BRB agrees in writing.

(d) Products That Cannot Be Cancelled. Unless the applicable OEM, ISV, or Supplier agrees otherwise: (i) software licenses, subscriptions, cloud services, and support or maintenance that have been ordered, provisioned, or activated; and (ii) special-order, configured-to-order, or custom Products, cannot be cancelled once BRB has placed the order with its Supplier. Products that have shipped cannot be cancelled and may be returned only in accordance with Section 4.

(e) Cancellation by BRB. BRB may cancel or modify all or part of an accepted Order without liability if the applicable Product is discontinued, placed on allocation, or otherwise becomes unavailable, or if the Order contains an obvious pricing or product error. If an OEM, ISV, or Supplier increases its price before BRB places the order, BRB will notify Customer, and Customer may either accept the revised price or cancel the affected Products without charge. BRB will promptly credit to Customer's BRB account any amounts Customer has paid for Products cancelled under this subsection.

10. Assignment; Use of Suppliers

(a) Customer Assignment. Customer may not assign or transfer the Order, or any rights or obligations under it, without BRB's prior written consent, which shall not be unreasonably withheld; provided, that Customer may assign the Order without consent to an affiliate or to a successor in a merger, acquisition, or sale of all or substantially all of its assets, upon written notice to BRB, if the assignee assumes Customer's obligations in writing and all undisputed amounts then due to BRB have been paid.

(b) BRB Assignment. BRB may assign or transfer the Order, or any rights or obligations under it, without Customer's consent to an affiliate or to a successor in a merger, acquisition, reorganization, or sale of all or substantially all of its assets or of the business to which the Order relates. BRB may also assign its right to receive payment under any Order to a lender or financing party without Customer's consent.

(c) Use of Suppliers. Customer acknowledges that BRB fulfills Orders through third parties, including OEMs, licensors, distributors, marketplace operators, logistics and freight providers, carriers, and importer- and exporter-of-record service providers (collectively, "Suppliers"). BRB may use Suppliers of its choosing to source, fulfill, ship, import, export, deliver, and register Products without notice to or consent of Customer, and the use of Suppliers is not an assignment, subcontract, or transfer of the Order. BRB remains responsible to Customer for BRB's own obligations under these Terms; however, nothing in this Section expands BRB's responsibility for the Products themselves, which remains as stated in Sections 5, 6, and 7.

(d) Order Information. Customer authorizes BRB to share Order details, including Customer's name, contact, bill-to, ship-to, and end-user information, with Suppliers to the extent reasonably necessary to fulfill the Order, register licenses or warranties, satisfy OEM program requirements, and comply with export, import, and tax laws.

(e) Any attempted assignment or transfer in violation of this Section shall be null and void.

11. Force Majeure

(a) Force Majeure Events. Neither party will be liable for any failure or delay in performing its obligations under these Terms or any Order, other than Customer's obligation to pay for Products delivered, to the extent caused by events beyond its reasonable control, including acts of God, fire, flood, earthquake, severe weather, epidemic or pandemic, war, terrorism, riot, civil unrest, acts or orders of any government, changes in law, embargoes or trade restrictions, strikes or other labor disputes, allocation or shortages of products or components by OEMs or Suppliers, delays by OEMs, Suppliers, or carriers, transportation disruptions, cyberattacks, utility, telecommunications, or internet outages, or any act or failure to act by the other party (each, a "Force Majeure Event").

(b) Notice and Mitigation. The affected party will promptly notify the other party of any Force Majeure Event and its expected effect, and will use commercially reasonable efforts to mitigate the delay and resume performance as soon as practicable. Delivery and performance dates will be extended for a period equal to the time lost because of the Force Majeure Event.

(c) Extended Delay. If a Force Majeure Event delays shipment or delivery of any Product for more than ninety (90) days, either party may, by written notice to the other, cancel the affected unshipped or undelivered portion of the Order without liability. BRB will credit to Customer's BRB account any amounts Customer has prepaid for the cancelled Products, less any non-refundable charges imposed on BRB by Suppliers as described in Section 9(c).

12. No Waiver

Any failure by either party to insist upon observance or performance by the other of the provisions of these Terms shall not be deemed a "course of dealing" waiver of any such provision or a waiver of the right of the parties to enforce any and all provisions in the future.

13. Severability

Should any of these Terms be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and the unenforceable provision(s) will be severed from these Terms and the balance of the terms and conditions shall be binding on both parties as if the severed provision(s) had never existed, unless performance thereof is rendered legally impractical and no longer fulfills the intentions of the Order.

14. Governing Law/Jurisdiction

The Order, and any claims or disputes arising out of or relating thereto, shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to: (1) conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; and (3) the Uniform Computer Information Transactions Act ("UCITA"). The parties hereby consent to the exclusive jurisdiction and venue of the state courts located in Suffolk County, New York and the federal courts of the Eastern District of New York.

The parties shall first attempt in good faith to resolve any claim or dispute arising hereunder through negotiations between their respective management. If any such claim or dispute is not resolved through such negotiations within thirty days following written presentment, either Party may, upon giving the other Party at least ten days prior written notice, initiate litigation submitting such claims or disputes for decision by a court of competent jurisdiction in the venue specified above, in accordance with the rules of that court and laws of that jurisdiction. Either Party may, at its option and at any time during the dispute resolution process, seek injunctive relief (including, but not limited to preliminary injunctive relief). Each party irrevocably waives its rights to trial by jury in any action or proceeding arising out of or relating to the Order or these Terms.

Any claim or cause of action arising out of or relating to an Order or these Terms must be commenced within one (1) year after it accrues, or it is permanently barred. This limit does not apply to claims to collect amounts owed to BRB under any Order or these Terms, or to claims for indemnification under Section 7.

The prevailing party in any litigation arising out of or relating to the Order or these Terms shall be entitled to recover its expenses, costs of litigation (including, without limitation, clerk, paralegal, and expert witness costs), and reasonable attorneys' fees from the losing party, whether or not otherwise specifically awardable under any law or court rule.

15. Export Compliance and Sanctions

(a) Compliance. Products may be subject to the export control, sanctions, and import laws of the United States and other countries, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and the sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (collectively, "Trade Control Laws"). Customer will comply with all applicable Trade Control Laws, including the import laws of any destination country.

(b) Restricted Parties and Destinations. Customer represents and warrants that neither Customer nor any of its owners, officers, or end users of the Products is (i) identified on, or owned 50% or more by any person identified on, any U.S. government restricted-party list, including the Specially Designated Nationals and Blocked Persons List, the Entity List, and the Denied Persons List; or (ii) located in, organized under the laws of, or ordinarily resident in any country or region subject to comprehensive U.S. sanctions.

(c) No Prohibited Transfers. Customer will not export, re-export, transfer, or provide access to any Product, directly or indirectly, to any prohibited destination, person, or end use, including any end use related to weapons of mass destruction or any prohibited military end use, without first obtaining all required government authorizations.

(d) End-Use Information. Customer will promptly provide end-user, end-use, and destination information and certifications reasonably requested by BRB or any Supplier to comply with Trade Control Laws.

(e) Importer and Exporter of Record. BRB does not act as importer of record or exporter of record for any shipment. Those roles will be performed by an importer- and exporter-of-record service provider selected by BRB under Section 3(e), or by Customer, and Customer is responsible for obtaining any export or import licenses or permits required for the destination country.

(f) BRB's Right to Refuse. BRB may refuse, suspend, or cancel any Order, in whole or in part, without liability if BRB reasonably believes that fulfilling it would violate any Trade Control Law.

16. Order of Precedence; Entire Agreement

(a) Order of Precedence. If there is a conflict among the documents governing a purchase of Products, the following order of precedence applies: (i) a written master, resale, or purchase agreement signed by authorized representatives of both BRB and Customer that expressly governs Customer's purchase of Products (a "Master Agreement"); (ii) the terms of the BRB quote or order form for the applicable Order, but only as to terms specific to that Order, such as Products, quantities, pricing, payment terms, and delivery; and (iii) these Terms. These Terms apply to any matter that a Master Agreement does not address. Use of software Products is governed by the OEM Terms as provided in Section 6.

(b) Customer Purchase Order and Portal Terms. Customer may issue a purchase order for its administrative convenience. Any terms and conditions printed on, attached to, or referenced in a Customer purchase order, or contained in a Customer procurement portal, supplier registration, invoice-submission system, or similar

Customer document or system, that add to or differ from these Terms are rejected and have no effect, even if BRB accepts or fulfills the purchase order or clicks to accept such terms in order to submit a quote, register, or be paid, unless BRB expressly agrees to the specific term in a writing signed by an authorized BRB representative.

(c) Entire Agreement. Subject to Sections 16(a) and 16(b), these Terms and the applicable Order constitute the entire agreement between the parties with respect to the subject matter of the Order and supersede all prior and contemporaneous oral and written communications, understandings, and agreements regarding that subject matter. These Terms and any Order may be modified or rescinded only by a writing signed by authorized representatives of BRB and Customer, except that BRB may publish updated versions of these Terms as provided in Section 16(d).

(d) Versions and Updates. BRB may update these Terms from time to time by posting a new version on its website. Each version is identified by a version number and effective date, and BRB will keep the current version and all prior versions available on its website. Each Order is governed by the version of these Terms referenced in the BRB quote or order form for that Order or, if no version is referenced, the version posted on BRB's website on the date Customer places the Order. An updated version applies only to Orders placed after its effective date and does not change the terms of any Order already placed, including for the remaining term of any subscription, support, or maintenance purchased under that Order. Any renewal, extension, or add-on is a new Order governed by the version referenced in its quote or order form.

17. Notices

(a) Form of Notice. All notices under these Terms must be in writing. Routine notices, including invoice disputes, shortage or damage reports, return requests, and cancellation or change requests, may be given by email. Any notice of breach or termination, and any claim for indemnification or other legal claim, must also be sent by nationally recognized overnight courier or by certified mail, return receipt requested.

(b) Notice Addresses. Routine notices to BRB may be sent by email to Customer's BRB account representative or to legal@brbcorp.com. All other notices to BRB must be sent to BRB Associates LLC, Attn: Legal, 244 East Main Street #115, East Islip, NY 11730, and by email to legal@brbcorp.com. Notices to Customer will be sent to the contact and address stated in the Order. Either party may change its notice address by written notice to the other.

(c) When Notices Are Effective. Notices are effective (i) if sent by email, when sent, provided the email is sent during the recipient's normal business hours on a business day and the sender does not receive an automated message indicating non-delivery, and otherwise on the next business day; (ii) if sent by overnight courier, upon delivery; and (iii) if sent by certified mail, three (3) business days after mailing.

18. Relationship of the Parties

BRB and Customer are independent contractors. Nothing in these Terms or any Order creates a partnership, joint venture, franchise, employment, or agency relationship between them (other than the limited agency described in Section 6(b)), and neither party has authority to bind the other except as expressly provided in these Terms. BRB is not an agent of any OEM, ISV, or Supplier and has no authority to make any representation, warranty, or commitment on their behalf.

19. Survival

The following provisions survive delivery of the Products and the completion, cancellation, or termination of any Order or these Terms: Sections 2 (Terms of Payment), 3(b) (Risk of Loss and Title), 5 (Warranty), 6 (Software, Subscriptions, and OEM Terms), 7 (Indemnification), 8 (Limitation of Liability), 9(c) (Costs and Credits), 12 (No Waiver), 13 (Severability), 14 (Governing Law/Jurisdiction), 15 (Export Compliance and Sanctions), 16 (Order of Precedence; Entire Agreement), 17 (Notices), 18 (Relationship of the Parties), and this Section 19, together with any other provision that by its nature is intended to survive.