

Terms And Conditions

PAYMENT TERMS

We accept Visa, MasterCard, AMEX, and Wire Transfer. Net credit terms may be available to qualified customers upon request.

1. VALIDITY OF QUOTES AND PURCHASE AGREEMENTS

All quotes and purchase agreements provided by 45Drives shall remain valid for a period of 30 days from the date of issuance, unless otherwise specified in writing. After this period, 45Drives reserves the right to revise the quoted prices and terms. 45Drives reserves the right to amend drive pricing in line with market increases within the 30-day period. Customers will be informed of any new pricing before confirming an order.

2. CANCELLATION POLICY

We strive to offer our customers maximum flexibility. Orders may be cancelled by customers if they havenot entered production. A fee of 20% of the value of the order will apply. We also will accommodate cancellation of orders that are in production, and the customer will be charged a cancellation fee determined by the value of the order times the percentage of work completed at the time of cancellation.

3. TAXES

Unless specified, all applicable taxes are extra. This order may be subject to sales tax, please let us know if your company is tax exempt or if the order is for resale and provide documentation when ordering.

4. WARRANTY

We warrant that our systems (excluding custom units) will be free from defects in parts and workmanship for a minimum of one-year from the day the unit is shipped. 45Drives reserves the right to troubleshoot and determine part defectiveness. Should a system fail due to defective parts or workmanship, the customer may opt to: - receive replacements for defective parts, in which case the customer will remove defective parts from the system, (at 45Drives option) ship defective parts to 45Drives at 45Drives' expense, and install replacement parts; or - return system to 45Drives, in which case it will be repaired or replaced and shipped back to customer at 45Drives' expense. Should you choose (Option A), you will use the 45Drives RMA Process and customer will be responsible for all expenses related to part replacement efforts.

5. WARRANTY CONTINUED

All warranty replacement parts will be verified to satisfy the original specifications and purpose. If equivalent technology cannot be sourced, a superior verified replacement may be provided for the warranted part. Unless the client approves a certified reconditioned part, 45Drives will obtain warranty replacements from new stock. Parts that have been purposefully damaged, damaged due to negligence, or modified in any manner without 45Drives approval may not be eligible for warranty replacement.

6. WARRANTY ON CUSTOM UNITS

For custom system configurations that have been specified by customer (i.e., that have not been engineered by 45Drives), we warrant against defects in workmanship and parts that are specified by 45Drives, for period of 1 year, or the part manufacturers' warranty, whichever is greater. After assembly, 45Drives will competently test basic system functionality in advance of packaging and shipping. As we have not designed these systems, 45Drives cannot warrant that they will be suitable for customer's intended purpose.

7. RMA PROCESS

Once it is determined that a part is defective, we will send you the new part along with the shipping labels to return the defective part. Place the defective part in the box that the new part arrives in and place the supplied RMA shipping label and call the shipping company designated by 45Drives for pick up.

8. SUPPORT

Call us anytime. We are here to help ensure your success. We offer telephone or email support Monday through Friday 8:00AM EST – 7:00PM EST. Support services are available for purchase during installation and ongoing operation. 45Drives offers a 24/7 Emergency Service program for hours outside of normal support. Additional terms and conditions will apply. 45Drives provides annual support plans, prepaid hourly support and have a flexible pay-as-you-go support offerings. To help your company get on its way we are here to answer any questions or assistance you may need.

9. PREPAID SUPPORT HOURS

Prepaid support hours are valid for a period of one (1) year from date of purchase or the length of active hardware warranty, whichever is longer, unless otherwise stated on your purchase agreement. Any expired support hours cannot be refunded or exchanged for cash.

10. ANNUAL SUPPORT PLANS

45Drives' annual support plans provide application support for the customer's storage solution for the period defined within their purchase agreement. 45Drives reserves the right to amend the support plan pricing based on customer consumption rate.

11. SUPPORT SERVICE CALL RECORDING

The customer consents to the recording and monitoring of all support calls between the customer and 45Drives for quality and training purposes. The recording and monitoring may include audio and/or video recordings of the support calls. 45Drives may use the recorded support calls for quality assurance and training purposes to evaluate the performance of the support resources and improve the quality of our services. 45Drives shall maintain the confidentiality of all recorded support calls and shall use reasonable efforts to protect the privacy and security of the customer's personal information contained therein. The customer has the right to request access to their recorded support calls, to request that the recordings be deleted by contacting 45Drives in writing. The customer has the right to refuse recording during the support call, and must simply express this request to halt and/or prevent the support call recording. 45Drives shall not be liable for any damages, losses, or expenses arising out of or in connection with the recording and use of the support calls, except to the extent caused by 45Drives' gross negligence or willful misconduct.

12. LEAD TIME

Refers to time of production, starting from receipt of order to when the unit is shipped.

13. LATE PAYMENT PENALTY

For customers with credit terms, there shall be a late payment penalty for any payment that is not timely made by the due date, in an amount equal to one percent (1%) of the payment due for each 30 days after the date due through and including the date paid. If any payment remains unpaid for a period of thirty (30) days following the due date, 45Drives reserves the right to cancel all warranty and application support hours applicable.

14. GOOD STANDING

For customers failing to fulfill all their obligations under a contract or agreement with 45Drives, their access to support and warranty services may be suspended by 45Drives. Customers must maintain a financial good standing with 45Drives to continue uninterrupted Support and Warranty services and retain their established credit terms. If a customer wishes to regain access to support and warranty services, they must take steps to rectify the issues that caused them to fall out of good standing. Once the issues have been resolved, the customer may be able to regain access to support and warranty services.

15. POST-ORDER DESIGN CHANGES

Customer-specified changes to 45Drives hardware or solution architecture made after purchase, may result in change of pricing.

16. ENTIRE AGREEMENT

Unless otherwise agreed to in writing by both parties, these Terms and Conditions constitute the entire agreement between the parties with respect to the purchase of 45Drives systems and shall prevail notwithstanding any different, conflicting, or additional terms which may appear in any purchase order or other document submitted by the customer.

17. DISPUTES

In the event of a dispute, the laws of Nova Scotia, Canada will apply. Any litigation shall take place in that jurisdiction.

18. INCURRED COSTS

Under any circumstances, 45Drives or its employees are not responsible for any costs incurred due to the loss of Data or server downtime.

19. RESELLERS

Support cannot be transferred without the written consent of 45Drives. If you wish to resell to an end customer you must identify the end customer and if applicable the bid package to qualify to transfer support to the end customer.

20. CONDITIONS:

These Terms and Conditions are subject to change at any time. Terms and conditions on the website at the time of receipt of your order govern your sale, unless otherwise agreed upon in writing.



US GOVERNMENT CUSTOMER RIDER

This Government Customer Rider ("Rider") is entered into by and between Vertosoft LLC ("Vertosoft") and 45 Drives USA Inc. ("Supplier"). This Rider is incorporated into the Supplier's commercial terms and conditions ("Supplier Terms") and applies specifically to transactions with Government Customers and Vendors.

The purpose of this Rider is to define terms and conditions specific to Government-related transactions and to ensure Supplier compliance with applicable federal, state, and local procurement laws. This Rider is not intended to modify the underlying distribution agreement between the above-mentioned parties.

1. Applicability and Precedence

In the event of a conflict between the Supplier's Commercial Terms and Conditions and applicable federal, state, or local procurement laws or regulations, the applicable laws or regulations shall prevail. Additionally, the terms of this Rider shall prevail over any conflicting provisions in the Supplier's Commercial Terms and Conditions to the extent necessary to ensure compliance with applicable laws and to reflect the requirements of Government Customers and Vendors.

2. Prohibition on Prepayment

Supplier acknowledges that Government Customers are prohibited from prepaying for goods or services pursuant to 31 U.S.C. § 3324. Accordingly, Supplier shall accept payment in arrears where required by law and shall invoice accordingly.

3. Auto-Renewal Limitation

Supplier agrees that no subscription, license, or service shall auto-renew with a Government Customer unless explicitly authorized in writing by the Government Customer.

4. Governing Law and Dispute Resolution

This Rider shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions. However, any dispute arising out of a transaction with a Government Customer shall be interpreted in accordance with applicable federal or state procurement laws and regulations.

5. Indemnification

Government Customers shall not be required to indemnify Supplier. Supplier shall indemnify Vertosoft against any third-party claims arising from: (i) Supplier's breach of law, including violations of FAR/DFARS provisions, export/import control laws, or unauthorized disclosures of sensitive government data; and (ii) any misrepresentation of Supplier's regulatory compliance status.

6. Software License Rights

Products shall be treated as 'commercial computer software' under FAR 12.212 and DFARS 227.7202. Government Customer use shall be governed solely by the rights customarily provided to the public.

7. Termination for Convenience or Non-Appropriation



If a Government Customer terminates an Order for convenience or due to non-appropriation of funds, Vertosoft may cancel its corresponding order with Supplier without breach or penalty. Supplier shall provide reasonable assistance to support an orderly and timely cessation of affected services. This includes, but is not limited to, discontinuing billing for any unused services and ensuring Government Customer access through the remainder of the subscription term for which payment has already been made.

8. FOIA and Open Records Compliance

Supplier shall cooperate in the processing of any Freedom of Information Act (FOIA) or similar requests and acknowledge that confidentiality obligations shall not prevent Vertosoft from fulfilling such legal disclosures.

9. Export Control

Supplier shall comply with all applicable U.S. export control laws and regulations, including but not limited to the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). Supplier shall promptly notify Vertosoft of any export restrictions applicable to its products or services, including restrictions on end users, destinations, or re-exports. Supplier shall assist Vertosoft in obtaining any required licenses or authorizations and shall indemnify Vertosoft against any claims, penalties, or liabilities arising from Supplier's noncompliance with such laws or from its acts or omissions in connection with export obligations.

10. Professional Services

Professional Services provided to Government Customers shall be delivered under a mutually agreed Statement of Work (SOW) where applicable. Travel must comply with Federal or Joint Travel Regulations.

11. FAR/DFARS Flow-Down Terms

Supplier agrees to accept mandatory FAR and DFARS flow-downs for subcontracts, including but not limited to termination rights, sourcing restrictions, and reporting obligations.

12. Data Security and Hosting

Supplier shall not use, share, or store Government Customer data outside of the scope expressly authorized in writing. Hosting environments must comply with applicable federal or state data protection laws.

13. Insurance Requirements

Supplier shall maintain sufficient insurance coverage to meet applicable government subcontractor standards, including but not limited to general liability, cyber risk, and professional liability coverage.

14. Representations and Certifications

Supplier agrees to complete and maintain all applicable federal compliance representations and certifications required for resale to Government Customers. These include, but are not limited to, certifications related to compliance with the Buy American Act, the Trade Agreements Act, and representations pursuant to FAR 52.225-2, FAR 52.225-4, and GSAR 552.204-70 (Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment).

15. No Privity of Contract

Supplier agrees that no contractual relationship shall exist between Supplier and any Government Customer. All payments from Government Customers shall be made directly to Vertosoft, and Supplier shall not invoice or collect payment directly from Government Customers unless otherwise explicitly agreed upon in writing by the Government.



Customer, Supplier, and Vertosoft. Vertosoft shall remain responsible for remitting payment to Supplier in accordance with the distribution agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed by their authorized representatives.

45 Drives USA Inc.

A handwritten signature in blue ink, appearing to read 'RMQ', written over a horizontal line.

Signature

Print Name: Rob MacQueen

Title: Chief Operating Officer

Date: May 28, 2026

Vertosoft LLC

By: H. Jay Colavita

Print Name: Jay Colavita

Title: President

Date: