

**Alta Data Technologies, LLC (ADT)**  
**Terms and Conditions of Sale (TCS)**  
8 April 2026

**Order Acceptance and Scope**

A BUYER's order becomes binding or accepted only after an ADT Sales Order Acknowledgment (SO) is issued. The SO, which includes these Terms and Conditions of Sale (TCS), overrides all previous quotes, buyer purchase orders, or communications. **No "silent," "applied," or "deemed" terms are recognized or binding on ADT without explicit written approval from an ADT officer.**

**Taxation and US Sales/Economic Nexus**

All prices quoted do not include taxes. BUYER must provide valid documentation (Resale Certificate, Gov't Contract Number, or Exempt Organization Certificate) at the time of order. ADT complies with state Economic Nexus laws; if a valid exemption certificate is not provided, ADT reserves the right to add applicable state and local sales tax based on the "ship-to" address. BUYER assumes all responsibility for any use tax or unreported sales tax liabilities in their jurisdiction.

**COTS Supplier Status vs. Subcontractor**

ADT is a supplier of Commercially Available Off-the-Shelf (COTS) items as defined in FAR 2.101, not a "subcontractor" for specialized labor or design. Pursuant to FAR 12.103 and 12.301, commercial product policies take precedence over non-commercial flow-downs. ADT explicitly exercises the regulatory exemption under DFARS 252.204-7012(m); therefore, DFARS 7012 and associated CMMC Level 2/3 requirements are not applicable and are not supported. ADT products are designed to follow open, public-domain standards and are not intended/designed for safety-critical, specific military, or space-mission modifications.

**CMMC, ITAR, CUI, and Data Handling**

- CMMC/Security Level: ADT maintains a security posture exceeding CMMC Level 1 (15 controls/FAR 52.204-21) to safeguard Federal Contract Information (FCI). BUYER acknowledges that CMMC Level 1 is the maximum security standard applicable to COTS items.
- ITAR/CUI: ADT products are regulated by the Department of Commerce and are not ITAR-controlled. BUYER shall not transmit any data marked as ITAR, Controlled Unclassified Information (CUI/CDI), or bearing a "Distribution Statement X" to ADT without prior, written approval from an ADT Officer. Receipt of unauthorized data does not constitute acceptance of advanced security requirements and will result in immediate buyer notification to coordinate secure disposal.
- Audit Rights: BUYER shall have no right of access or audit to ADT's internal information technology systems, records, or infrastructure. As a COTS supplier, ADT is exempt from security compliance flow-downs beyond CMMC Level 1.

**Order Cancellation and Product Returns**

- Cancellation: Requires written ADT approval. ADT is the sole authority for determining costs (design, manufacturing, legal, etc.).
- Returns: For standard catalog hardware, returns of 3 units or less are permitted within 20 days of shipment, provided: (i) a Return Merchandise Authorization (RMA) is visible; (ii) original security seals are unbroken; (iii) product is in 100% resalable condition. A 25% restocking fee applies. Systems and custom configurations are non-returnable.

**Payment Terms**

The ADT SO determines the final payment terms. Standard terms are Net 30 days from the shipment date on Approved Credit (OAC). A 2% monthly interest fee applies to late payments. Payment delays may result in shipping holds or warranty suspension. Credit card orders are subject to handling fees.

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**Shipping and Risk of Loss**

All orders are shipped Ex Works (EXW-FOB) from ADT Factory, meaning the Buyer assumes all costs and risks once the product leaves the factory. BUYER is responsible for all freight, taxes, duties, and insurance. BUYER must provide a freight account (FedEx/UPS preferred) at the time of order. BUYER assumes all liability for export filings and local discard/waste regulations.

**Warranty and Software License**

- Alta's Limited Warranty and Software License Apply
- Violations of export controls, ITAR, or any clause in this document void all warranties.

**Intellectual Property, Ownership, and Software Supremacy**

All hardware, firmware, and software remain the sole intellectual property of ADT, developed entirely at private expense. While hardware is supplied as COTS without "Unlimited Rights," software is provided as "Commercial Computer Software" under FAR 12.212, subject to this modified grant: ADT hereby grants the Government and its authorized contractors a non-exclusive, royalty-free license to use, reproduce, or disclose the software solely for Government purposes (as defined in DFARS 252.227-7013). This grant does not transfer ownership of ADT IP or authorize its release to third parties for commercial use or competitive procurement. Reverse engineering is strictly prohibited, and these TCS override all other documents concerning IP rights; any "silent" or "deemed" transfer of ownership is expressly rejected.

**Conflict of Terms**

If there's a conflict between the BUYER's terms and ADT's TCS, ADT's TCS will take precedence. The BUYER's issuance of a purchase order or acceptance of the product does not constitute acceptance of any BUYER terms that conflict with these TCS.

**Assignment and Change in Control**

Neither party may assign or transfer its obligations under an active Order to a third party without prior written notice. However, ADT may assign this Agreement to an Affiliate or a successor in the event of a merger or an asset sale. A "Change in Control" of either party (defined as acquiring more than 50% of the voting equity) does not constitute a breach or provide grounds for termination, provided that the successor entity assumes all obligations and remains bound by these TCS. The BUYER's issuance of a purchase order confirms that these TCS will survive any such corporate restructuring.

**General Provisions**

Any extra or different terms in the BUYER'S documents, like purchase orders, invoices, or online terms, are void and considered material alterations to this Agreement. ADT is not responsible for delays caused by external factors, such as supply shortages or government actions, and shall not be liable for delays or damages from third-party cyberattacks, data breaches, or ransomware incidents. This agreement is governed by the laws of New Mexico, and any disputes will be settled exclusively in Sandoval County.

**LIMITATION OF LIABILITY AND INDEMNIFICATION**

**ADT DISCLAIMS ALL LIABILITY FOR DOCUMENTATION ERRORS OR PRODUCT MISUSE. UNDER NO CIRCUMSTANCES SHALL ADT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ADT'S TOTAL LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC UNIT THAT CAUSED THE CLAIM. THE BUYER AGREES TO INDEMNIFY, DEFEND, AND HOLD ADT HARMLESS AGAINST ANY LOSS OR EXPENSE (INCLUDING ATTORNEYS' FEES) ARISING FROM: (I) PRODUCT USE OR INTEGRATION; (II) IP INFRINGEMENT CLAIMS RESULTING FROM COMBINING ADT PRODUCTS WITH THIRD-PARTY ITEMS; OR (III) THE BUYER'S ENFORCEMENT OF NON-COTS REGULATORY FLOW-DOWNS.**

***ADT is happy to collaborate with our customers to resolve any T&Cs conflicts!***