



Bold Renewables, LLC

Terms and Conditions of Sale of Parts and Services

1. **AGREEMENT & ACCEPTANCE.** ALL SALES BY BOLD RENEWABLES, LLC (“**BOLD**”) OF ANY PARTS (“**PARTS**”) TO THE PURCHASER (“**CUSTOMER**”), AND/OR THE SALE OR PROVISION BY BOLD TO THE CUSTOMER OF ANY MAINTENANCE, REPAIR, OR CONSULTING SERVICES (COLLECTIVELY “**SERVICE OR SERVICES**”) SPECIFIED IN THE ASSOCIATED SALES ORDER, ORDER CONFIRMATION, INVOICE, OR QUOTATION FROM BOLD (“**ORDER**”) SHALL BE EXCLUSIVELY GOVERNED BY THESE TERMS AND CONDITIONS (“**TERMS**”). EXCEPT FOR THE ITEM TYPE, QUANTITY, REQUESTED DELIVERY DATES AND LOCATION, THESE TERMS TAKE PRECEDENCE OVER CUSTOMER’S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS WHETHER CONTAINED ON A PURCHASE ORDER OR OTHER DOCUMENTATION WHICH BOLD HEREBY REJECTS. CUSTOMER’S RIGHT TO THE PARTS AND/OR SERVICES IS CONTINGENT UPON CUSTOMER’S ACCEPTANCE OF THESE TERMS. ANY CHANGES TO THE TERMS MUST SPECIFICALLY BE AGREED TO IN WRITING AND EXECUTED BY BOLD AND CUSTOMER BEFORE BECOMING BINDING ON EITHER PARTY. BOLD EXPRESSLY OBJECTS TO ALL TERMS AND CONDITIONS OF CUSTOMER’S ORDER ADDITIONAL TO OR DIFFERENT FROM THOSE CONTAINED HEREIN. TO THE EXTENT A CONFLICT OR INCONSISTENCY EXISTS BETWEEN THESE TERMS AND ANY DOCUMENT SUBMITTED TO BOLD BY CUSTOMER, THESE TERMS WILL CONTROL.

2. **LICENSE FOR SOFTWARE OR FIRMWARE.** If CUSTOMER has purchased PARTS or SERVICES that include software or firmware, then this Section 2 shall apply. Subject to these Terms, BOLD grants to the CUSTOMER a non-exclusive, non-transferable license to use the software or firmware that is installed on the PART, solely in connection with CUSTOMER’S use of the PART. CUSTOMER may not modify, reproduce, decompile, reverse engineer or transfer the software or firmware without BOLD’s prior written consent.

3. **WARRANTY.** If CUSTOMER has purchased PARTS and/or SERVICES, then this Section 3 shall apply, and the PARTS and/or SERVICES are protected by BOLD’s Warranty as set forth as follows (collectively, “Warranty”):

The Warranty for purchased PARTS or SERVICES shall only apply within the contiguous United States, Hawaii, Puerto Rico, and Ontario, Canada.

For any inverter, subsystem, or component which BOLD repairs or services, BOLD warrants the repaired or replaced PARTS will be free from defects in material and workmanship for 90 days from the date of purchase unless it is determined the PART is damaged due to non-covered cause/(s) of defect(s) or damage(s).

There is no warranty for PARTS which a CUSTOMER or CUSTOMER’S agent purchases and installs themselves. BOLD is not responsible for the service performance of other Service agents, repair technicians or maintenance personnel. The CUSTOMER who chooses to have the PARTS installed by their personnel or by a contractor other than BOLD takes on all liability for accuracy and longevity of the repair.

Advice provided by any BOLD representative is deemed or held as advice only and BOLD is not responsible for the outcome of a repair performed by others at the advice of BOLD.

BOLD has sole responsibility in the exercise of its reasonable discretion for determining the cause and nature of a PART defect, and BOLD’S determination with regard thereto shall be final, subject to the dispute resolution provisions of these TERMS. CUSTOMER must notify BOLD of any breach of Warranty within any applicable warranty period. The exclusive remedy for any breach of Warranty shall be, at BOLD’S option, the repair or replacement of such PART with a PART

of the same type, or the refund of the purchase price for such PART. When notifying BOLD of any PARTS or SERVICES that fail to meet an applicable warranty, CUSTOMER shall comply with BOLD’S then-current Repair notification procedure.

To open a Case with BOLD’S Inverter Support team, the inverter serial number, inverter address, current owner name and contact info will be required.

For warranty work, BOLD owns, and CUSTOMER hereby assigns to BOLD, ownership of any part, component, subsystem, or item removed from an inverter by BOLD during a repair under these terms.

BOLD does not accept PARTS returns. All PARTS sales are final. If for an unforeseen reason BOLD agrees to accept a PART return, the return request must be placed by the purchaser within 15 days of receipt and the PART/s must be unopened, never installed, and in the original packaging. CUSTOMER shall pay return shipping and a 20% restocking fee will be charged. Parts will only be accepted as returns based on the approval of BOLD’S Engineering department.

In the event the CUSTOMER transfers the PART/s from one inverter to another inverter, the warranty will be forfeited.

The Warranty does not cover fuses, filters, the value of lost energy production or costs related to the removal, installation, or troubleshooting of CUSTOMER electrical systems.

The Warranty does not cover defects or damage caused by:

- Shipping or transportation damages
- Improper installation or use by CUSTOMER
- Water intrusion or exposure to moisture.
- Exposure to unsuitable environmental conditions, including but not limited to damage due to:
 - lightning strikes
 - pest intrusion
 - air quality (high particulate content or moisture)
- Corrosion or rust
- Unauthorized or abnormal use or operation
- Negligence or accidents, including but not limited to lack of maintenance or improper maintenance
- Parts, subsystems, materials or workmanship not provided by BOLD.
- Relocation of the commercial inverter from its original installation location
- Alteration of equipment without prior approval by BOLD
- Acts of God, such as earthquake, flood or fire

If your inverter product requires troubleshooting or SERVICE, contact BOLD directly at:

invertersupport@boldrenew.com
U.S. & Canada, call 970-460-2121 (Option 2)

BOLD reserves the right to charge for SERVICE time expended if an inverter defect is due to any cause not covered by Warranty. In all cases, BOLD reserves the right to inspect the inverter product that is subject to a warranty claim. To respond to a warranty claim, BOLD has the right to require a copy of the original inverter purchase receipt and evidence of full payment, the warranty certificate, installation document, or evidence of the warranty extension and payment thereof.

Sufficient and consistent Preventive Maintenance records are required to support Warranty requests. Inverter owners must retain such documentation as proves the full maintenance schedules and activities are completed. The inverter model, serial number, internal

before-and-after pictures and records of thermal readings and torque confirmations must be included on the documentation to determine warranty entitlement.

Unresolved financial issues between the CUSTOMER and BOLD must be resolved before material exchange or SERVICE work can occur.

CUSTOMER agrees to provide reasonable access for BOLD to conduct inspection for a warranty repair request. CUSTOMER will pay freight on PARTS shipped to CUSTOMER that are not covered by Warranty. BOLD will pay freight on PARTS which are covered by Warranty. BOLD owns, and CUSTOMER hereby assigns to BOLD ownership of, any part, component, or item removed from an inverter product by BOLD under these Terms for any reason. BOLD may, at its discretion, use new and/or reconditioned PARTS in performing warranty repairs. BOLD reserves the right to use PARTS of original or improved design in the repair or replacement.

In cases of field interventions decided by BOLD, the warranty holder is responsible to ensure access and provide any required special equipment necessary to access the installation. Warranty owner must also ensure the installation and working environment is compliant with applicable Health and Safety standards. The BOLD Technician may refuse SERVICE if conditions defined by BOLD Health & Safety standards are not met. Should the above conditions not be met, BOLD will charge the warranty holder for consequent costs.

A warranty exclusion may be discovered by the warranty holder, Inverter Service phone support or by the BOLD technician in the field. If a warranty exclusion is confirmed by BOLD, the logistics, analysis, and associated material, labor and administration costs will be charged to the warranty holder. If a warranty exclusion is discovered during the repair, the repair will be stopped, the warranty holder will be notified, and when possible, a repair estimate will be provided.

The warranty does not cover expenses or costs which are incurred to configure, retrofit or adapt the inverter to the installation. The warranty claim will be invalid if incorrect details (inverter serial number, error code, etc.) are provided.

In cases of warranty exclusion, the warranty agreement is concluded between BOLD and the legal owner of the inverter.

BOLD warrants that the SERVICES will be performed in a workmanlike manner. CUSTOMER'S exclusive remedy for a breach of this Warranty is for BOLD to re-perform the SERVICES. CUSTOMER must notify BOLD of any breach of this warranty within 30 days of the date of the provision of the defective SERVICES.

4. DISCLAIMER OF WARRANTY. THE EXPRESS WARRANTIES IN SECTION 3 ABOVE ARE MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. BOLD DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL WARRANTIES AND CONDITIONS INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO WARRANTIES ARE MADE BY ANY OF BOLD'S LICENSORS OR SUPPLIERS. NO AGENT, REPRESENTATIVE OR EMPLOYEE OF BOLD HAS ANY AUTHORITY TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF BOLD.

5. LIMITATION OF LIABILITY. BOLD'S TOTAL LIABILITY ARISING FROM THE PARTS AND/OR SERVICES, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHERWISE, WILL BE LIMITED TO THE AMOUNT CUSTOMER PAID FOR THE PARTS AND/OR SERVICES FOR WHICH LOSSES OR DAMAGES ARE CLAIMED. THE RIGHTS AND REMEDIES OF CUSTOMER SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES FOR ANY CLAIM WHATSOEVER HEREUNDER AND ALL OTHER RIGHTS AND REMEDIES ARE EXPRESSLY WAIVED BY CUSTOMER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE PARTS AND/OR SERVICES, REGARDLESS OF WHETHER BOLD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER ARISING OUT OF DESIGN OR MANUFACTURING DEFECT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, DEFAULT, INDEMNITY OR ANY OTHER REASON OR

LEGAL THEORY ARISING OUT OF THE USE OR HANDLING OF ITS PARTS OR ITS PERFORMANCE UNDER THESE TERMS. NO ACTION RELATING TO THE PARTS AND/OR SERVICES MAY BE BROUGHT BY THE CUSTOMER MORE THAN SIX MONTHS AFTER DELIVERY OF THE PARTS OR COMPLETION OF THE SERVICES. BOLD DISCLAIMS ALL LIABILITY OF ANY KIND OF BOLD'S SUPPLIERS AND LICENSORS.

6. USE OF PARTS. CUSTOMER shall indemnify BOLD against all claims, losses, damage, injury, or other liability arising out of or related to the use of the PARTS, whether sold separately or incorporated into any of the CUSTOMER'S products or services. Limitations on Use. The PART(s) are not developed for medical use or for use in any other inherently dangerous activity (collectively, "Ultra-hazardous Uses"). The term Ultra-Hazardous Use does not include the generation of electrical power for customary uses. CUSTOMER agrees not to use PARTS for any Ultra-hazardous Uses. CUSTOMER agrees that BOLD shall not be liable for any claims, losses, costs or liabilities arising from such Ultra-hazardous Uses. Without limiting the generality of the foregoing, Buyer agrees to indemnify and hold BOLD harmless from any claims, losses, costs, and liabilities arising out of or in connection with the use of the PART(s) in any such applications. CUSTOMER agrees to incorporate the foregoing restriction in all contracts or sale documents under which CUSTOMER sells the PARTS or a device incorporating the PARTS to CUSTOMER'S buyers.

7. DELIVERY OF PARTS; TITLE. Delivery or SERVICE dates provided by BOLD are estimates; BOLD will use commercially reasonable efforts to meet desired delivery or SERVICE dates but will not be liable to CUSTOMER for any late shipment or late completion of SERVICES.

FORCE MAJEURE

BOLD is not liable for failure or delay in performing any obligation under these Terms and Conditions and/or in regard to any inverter, inverter SERVICE or PARTS Warranty claim due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national or regional strikes, labor strikes, fire, explosion, generalized lack of availability of raw materials or energy, and/or curtailment of transportation facilities preventing or delaying shipping for raw materials or finished goods.

CUSTOMER will accept and pay for partial shipments of PARTS or performance of SERVICES. Unless otherwise provided on the ORDER, the PARTS shall be delivered EXW (Incoterms 2010) BOLD's designated facility, or other named place of origin. Identification of the PARTS shall occur when they are placed in the hands of the carrier for shipment to CUSTOMER. The PARTS shall be placed in suitably protected containers, the nature of which shall be determined by BOLD. Delivery obligations for returned PARTS are addressed in Section 3. Title to PARTS passes to CUSTOMER when PARTS are placed in the hands of the carrier for shipment to CUSTOMER. The PARTS are deemed accepted upon receipt by CUSTOMER. Customs and/or Tariff Costs

BOLD will quote Field SERVICE and materials to the best of our ability based on inverter fault information provided by the Owner or Owner's representative. Upon arrival at the inverter site, different repairs can be required than was understood and/or assumed based on diagnostics performed over the phone, via text and/or via email. When quoting Field SERVICE, BOLD will attempt to include all PARTS and materials which could be needed for the repair, however when invoicing, only the PARTS or materials installed will be billed. All labor is billed in 8 hour minimum increments (on-site labor and travel) per BOLD's established minimum call-out of 8 hours per day. Inverter SERVICE repairs can be complex and layered and therefore not easy to predict in final scope and cost. To save on additional days of call-out and/or travel for a repair found to be more complex than anticipated, BOLD establishes a 20% overage allowance for which the CUSTOMER agrees to provide payment. When agreeing to Field SERVICE performed by BOLD, the inverter Owner or Owner's representative understands and agrees the final invoice may

vary as much as 20% to the original quote. To the best of BOLD's ability, the CUSTOMER will be informed of additional repairs needed above 20% of quote.

9. **PURCHASE MONEY SECURITY INTEREST.** If CUSTOMER has purchased PARTS either separately or as part of a SERVICE, then this Section 9 shall apply. BOLD hereby reserves, and CUSTOMER hereby grants to BOLD, a purchase money security interest ("PMSI") in the PARTS sold hereunder and all the proceeds thereof, including but not limited to, insurance proceeds, to secure performance of all of CUSTOMER's obligations hereunder. CUSTOMER's failure to pay any amount when due shall give BOLD the right to repossess and remove the PARTS. CUSTOMER agrees, without further consideration, at any time to do or cause to be done, executed and delivered, all such further acts and instruments as BOLD may reasonably request to perfect BOLD's PMSI. CUSTOMER agrees that BOLD shall have the authority to file any documents necessary, including but not limited to, any UCC-1 (or similar) financing statement or continuation statement, to perfect and maintain the perfection of BOLD's PMSI granted here under.

10. **INSURANCE; TAXES.** In no case does the purchase price of the PARTS and/or SERVICES ("Purchase Price"), even if inclusive of freight, cover the cost of any insurance; however, if the route selected involves movement of the PARTS by common carrier for which the freight rate does not include insurance, BOLD may at its option, or upon CUSTOMER's instruction, procure insurance which amount CUSTOMER shall reimburse to BOLD. BOLD requires international shipments be arranged by the CUSTOMER and requires each international shipment to have an agent/broker of record pre-arranged and funded by the CUSTOMER. BOLD will invoice any and all customs and/or tariff costs received on behalf of our CUSTOMER's shipping requirements, when these charges are invoiced by the carriers or agents. All costs associated with crossing international borders may not be available on BOLD's Quote, Sales ORDER or Invoice. CUSTOMER is responsible to pay all associated tariffs, customs or agent costs associated with their purchases. Unless otherwise provided on the ORDER, the Purchase Price is exclusive of, and CUSTOMER is responsible for, all sales, value added, use and like taxes and any applicable customs duties, import licenses, excise fees or tariffs. BOLD will invoice CUSTOMER for all applicable taxes unless CUSTOMER supplies an appropriate and valid tax exemption certificate.

11. **CANCELLATION/RESCHEDULE/CHANGES.** Any ORDER cancellation, change request, or reschedule request must be confirmed in writing. ORDERS for PARTS with production lead times over 60 days may not be cancelled. If BOLD accepts an ORDER cancellation from CUSTOMER for PARTS with production lead times less than 60 days, the cancellation request is subject to a 50% cancellation charge, as determined by BOLD at its sole and absolute discretion. If CUSTOMER incurs a cancellation charge as set forth above, and CUSTOMER places a new ORDER before the scheduled delivery date of the cancelled ORDER and the replacement ORDER is fully paid within 5 business days of submitting the replacement ORDER, BOLD will waive the cancellation charge. Requests to change the scheduled delivery date must be made in writing. Any such change request will incur a rescheduling charge of 20% of the outstanding balance of the ORDER. ORDERS for BOLD SERVICES may not be canceled after commencement of SERVICES by BOLD. All mobilization costs for approved ORDERS will be paid by the CUSTOMER. Commencement of SERVICES includes booking of technician travel as well as PARTS shipments. If the request to change the scope of a project is received after BOLD's mobilization of personnel or materials, the new costs for the changed scope will be deemed to be "ACCEPTED" by the CUSTOMER and full payment for the scope change will be made by the CUSTOMER.

12. **PAYMENT TERMS; INSURANCE ON PARTS.** Quoted prices contained in a written quote from BOLD for PARTS or SERVICES are binding on BOLD for only 30 days from the date of the quote (unless otherwise stated in the written quote). A nonrefundable downpayment of 50% is required on all ORDERS for software or firmware development. All PARTS are invoiced upon shipment and all SERVICES are invoiced upon installation of PARTS per the scope outlined by BOLD's Sales ORDER and Quote. Terms of payment and

credit limits are determined by BOLD's credit department on a case-by-case basis. Large ORDERS and new CUSTOMERs normally PREPAY at the time of order and/or prior to shipment. Notwithstanding the previous sentence, unless otherwise agreed in a writing signed by BOLD, terms of payment are NET 30 days from the date of invoice. On a case-by-case basis, BOLD may authorize CUSTOMER to pay by credit card. If CUSTOMER pays by credit card, CUSTOMER will be responsible for paying for or reimbursing BOLD for credit card or merchant transaction fees for credit card purchases over \$10,000 in the aggregate in any calendar month. Notwithstanding any specified payment terms, BOLD may require payment in advance of shipment of PARTS or commencement of repair SERVICES if CUSTOMER's credit, in BOLD's sole judgment, becomes impaired. The Purchase Price shall become immediately due and payable and BOLD may cancel any unfilled portion of a shipment or uncompleted SERVICE upon CUSTOMER's failure to make any payment when due. Overdue payments shall be subject to finance charges computed at a periodic rate of the lesser of the maximum allowed by applicable law or 1 1/2% per month). CUSTOMER, at its expense, shall fully insure PARTS against all loss or damage until the Purchase Price has been paid in full. CUSTOMER agrees to pay BOLD's reasonable expenses, including attorney fees, incurred in enforcing the terms herein.

13. **CONFIDENTIAL INFORMATION.** The parties may provide confidential or proprietary information to the other in connection with the PARTS or SERVICES ("CI"). The parties agree that CI shall include all information which a party knows or reasonably should know is confidential. CI shall remain the exclusive property of the discloser of the CI and the receiving party agrees not to disclose CI to any third-party and will preserve and protect the confidentiality of CI by using at least the same reasonable care that the receiving party uses to protect its own CI and the receiving party will take all other acts reasonably requested by the disclosing party with respect to CI. Upon a disclosing party's request, the receiving party will return to the disclosing party all documents containing the disclosing party's CI and retain no copies thereof. The parties agree that their obligation to protect CI shall be ongoing and shall not cease upon completion or termination of these Terms. CUSTOMER agrees to not recruit or hire BOLD employees.

14. **ADVICE; APPLICATIONS ENGINEERING SUPPORT.** BOLD may provide CUSTOMER technical advice regarding the PARTS and SERVICES, but BOLD does not control or supervise the subsequent handling, use, or installation of its PARTS after sale or SERVICE, and does not warrant or guarantee such advice. BOLD reserves the right to make additional changes as necessary to comply with BOLD's internal policies and procedures. BOLD reserves the right to charge CUSTOMER for costs and expenses incurred by BOLD associated with any servicing or repair of an inverter or component for which there is no problem observed (NPO). Inverters may be equipped with applications that record and create log files containing data relating to functionality and operating performance of the inverters ("Data"). This Data can be accessed and used by BOLD to provide ongoing CUSTOMER support and for warranty purposes in accordance with these terms. CUSTOMER grants BOLD a revocable, royalty free license to use the Data for these purposes

15. **SPECIAL ORDERS.** CUSTOMER acknowledges that if this purchase is a special ORDER for custom goods, the provisions of this paragraph supersede any conflicting general terms of these Terms. CUSTOMER agrees to defend, protect, and hold harmless BOLD against all suits at law or in equity and from any and all damages, claims, and demands for personal injury or actual or alleged infringement of any United States or foreign intellectual property right and to defend any suit or actions which may be brought against BOLD for such injury and/or any alleged infringement because of the manufacture and/or sale of the custom good. CUSTOMER will describe any specially ordered CUSTOMER goods in the Purchase Order at or before the time that their manufacture, assembly, or development commences.

16. **EXPORT; COMPLIANCE WITH LAW.** CUSTOMER acknowledges that the laws and regulations of the United States restrict the export and re-export of certain commodities and technical data of United States origin. CUSTOMER will not export or re-export

the PARTS or any related technical documentation in any form in violation of the export or import laws of the United States or any foreign jurisdiction. CUSTOMER shall not, without U.S. government authorization, export, re-export, or transfer any goods, software, or technology subject to these Terms, either directly or indirectly, to any country subject to a U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan, and Syria) or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, any software or any technology subject to these Terms may not be exported, re-exported, or transferred to an end-user engaged in activities related to weapons of mass destruction. Further, CUSTOMER and its personnel, agents and representatives are aware of, and agree to abide by, the obligations imposed by the laws of the countries in which CUSTOMER does business (including, without limitation, the Foreign Corrupt Practices Act) dealing with payments or gifts to governments or related persons for the purpose of obtaining or retaining business for or with, or directing business to, any person. Accordingly, CUSTOMER agrees that no portion of monies paid or payable to CUSTOMER in connection with this Agreement, nor any other item of value, will, directly or indirectly, be paid, received, transferred, loaned, offered, promised or furnished to or for the use of any officer or employee of any government department, agency, instrumentality or corporation thereof, or any political party or any official of such party or candidate for office, or any person acting for or on behalf of any of the foregoing, for the purpose of obtaining or retaining business for or with, or directing business to, any person. CUSTOMER will comply with the applicable provisions of 42 USC § 1320a-7b prohibiting illegal remuneration (including kickback, bribe or rebate). CUSTOMER will defend, indemnify, and hold harmless BOLD from and against any violation of such laws or regulations by CUSTOMER or any of its agents, officers, directors, or employees.

17. LAW; VENUE. These Terms will be governed by the laws of the State of Colorado as applied to agreements between Colorado without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. CUSTOMER shall only bring an action arising from or relating to these Terms in a federal court in Denver, Colorado or in state court in Fort Collins, Colorado, and CUSTOMER irrevocably submits to the personal jurisdiction and venue of such court in such action or in any action

brought in such courts by BOLD. CUSTOMER irrevocably consents to the service of process from any of the aforesaid courts by mailing copies thereof by registered or certified mail, postage prepaid, to CUSTOMER at its address designated pursuant to these Terms, with such service of process to become effective fifteen (15) days after such mailing. CUSTOMER agrees to pay BOLD's reasonable attorney's fees and costs required to enforce BOLD's rights hereunder.

18. ARBITRATION. CUSTOMER agrees that BOLD shall have the right to have any dispute between the parties arising out of or in connection with these Terms be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Denver, Colorado, by one arbitrator appointed in accordance with said rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, nothing in these Terms shall limit either party's right to seek immediate injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek such relief in a court of competent jurisdiction.

19. GENERAL. No waiver of rights under these Terms by either party shall constitute a subsequent waiver of this or any other right under these Terms, and all waivers must be in writing to be effective. Neither these Terms nor any rights under these Terms shall be assigned or otherwise transferred by CUSTOMER (by operation of law or otherwise) without the prior written consent of BOLD and any unauthorized transfer or assignment shall be void. These Terms shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto. In the event that any of the terms of these Terms are held to be illegal by any court of competent jurisdiction, all remaining terms of these Terms shall remain in full force and effect. These Terms together with BOLD's associated ORDERS (if applicable) constitute the entire understanding and agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous understandings, written or oral. All notices hereunder shall be in writing and be effective upon personal delivery or upon mailing by certified or registered mail to the last known address of the party to be served. In the event the terms of a BOLD generated ORDER contains additional or different terms than these TERMS, the terms of the ORDER will govern and control. These TERMS may only be amended by an explicit and formal written document, hand signed by the authorized representatives of both parties.