

1. Any Purchase Order(s) or other statement of intent to purchase any products, any direction to proceed with shipment of any products, any deposit made with respect to any products, or any acceptance of any products shall constitute Purchaser's agreement to these Terms and Conditions of Sale.
2. The Estimate expires on the last day of the month in which it was issued (unless otherwise noted).
3. Any applicable taxes not specified on this quotation will be the responsibility of the Purchaser.
4. Interest charges of 1.5% per month will apply to any delinquent accounts past due. Purchaser shall pay all costs and expenses incurred by Converge in connection with any debt recovery efforts on delinquent accounts, including, without limitation, reasonable attorneys' fees and expenses and all court costs.
5. Credit cards accepted include American Express, VISA, and MasterCard; subject to a 3% processing fee based on total purchase amount.
6. Payment Terms (unless otherwise noted)
  - a. Software - Net 30\*
  - b. Services - Services and Setup: 50% Down, Net 30\*
  - c. Monthly Recurring charges (MRC) - Net 30\*, Billed 1st of each month, and are collected via ACH or Credit Card only (unless otherwise approved)
  - d. Converge will collect prorated first Hosting MRC month based on acceptance or PO issue date + week for delivery\*Based on prior credit approval by Converge Finance Dept
7. In addition to these Terms & Conditions, all EpiGrid hosting provided customers are subject to the EpiGrid Terms and Conditions.
  - a. [www.epigrd.com/legal](http://www.epigrd.com/legal)
  - b. 60-day Cancellation Policy (unless otherwise noted)
  8. "Lic / Agree Type" – Licenses / Agreement Type specifies the minimum number of months the Customer agrees to pay for at the rate specified by the Estimate or Invoice and are subject to auto-renewal.
9. Subscription rates are subject to change without prior notice after the end of the initial "Lic / Agree Type" expires.
10. No software orders shall be entered or delivered, nor shall any services begin until payment terms have been met, unless otherwise agreed upon with the customer.
11. SOLIDWORKS software sales are available for download at [www.solidworks.com](http://www.solidworks.com) and do NOT include tangible media (i.e. CD, DVD, USB Drive) unless expressly requested by the customer.
12. This agreement shall be interpreted in accordance with and governed by the laws of Georgia. Any disputes shall be completed under the jurisdiction and venue of Hall County, Georgia State Court.
13. The issuance of the Quotation is expressly conditioned upon and subject to these Terms and Conditions of Sale. Any additional or different terms or conditions set forth in Purchaser's Purchase Order(s) or similar communication, even if presented after Purchaser's receipt of these Terms and Conditions, are objected to and will not be binding upon Converge unless specifically agreed to in writing by an authorized representative of Converge.
14. The Quotation together with these Terms and Conditions of Sale embody the entire agreement and understanding between Converge and Purchaser relating to the subject matter hereof and supersede all prior agreements and understandings related to such subject matter. This agreement cannot be modified except in a written document signed by both parties.

08/26/2024