

Network Allies, LLC ORDER ACKNOWLEDGEMENT and Warranty

Terms and Conditions of Sale:

THIS ORDER ACKNOWLEDGEMENT AND THESE TERMS AND CONDITIONS OF SALE BECOME THE AGREEMENT (THE AGREEMENT) BETWEEN NETWORK ALLIES, LLC (THE SELLER) AND BUYER FOR THE SALE OF GOODS AND/OR SERVICES DESCRIBED IN BUYER'S PURCHASE ORDER TO NETWORK ALLIES, LLC (COLLECTIVELY REFERRED TO AS ITEMS). ACCEPTANCE OF BUYER'S ORDER IS CONDITIONAL ON BUYER'S ASSENT TO THIS AGREEMENT. IF BUYER OBJECTS TO ANY TERMS HEREIN, SUCH OBJECTION MUST BE IN WRITING AND DELIVERED TO SELLER WITHIN A REASONABLE TIME, NOT TO EXCEED 10 DAYS OF RECEIPT OF THIS DOCUMENT. FAILURE TO MAKE SUCH A TIMELY EXCEPTION OR ACCEPTANCE BY BUYER OF ANY GOODS DELIVERED BY SELLER HEREUNDER SHALL BE CONCLUSIVELY DEEMED ASSENT TO THE TERMS AND CONDITIONS HEREIN. SELLER'S FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM BUYER WILL NOT BE A WAIVER OF THE PROVISIONS HEREOF. ALL ORDERS ARE SUBJECT TO NETWORK ALLIES ACCEPTANCE BY RETURN CONFIRMATION.

- 1. Taxes:** Prices do not include any taxes, now or hereafter enacted, applicable to the Items on this transaction. Taxes will be added by Seller to the sales price where Seller invoices the same to comply with law, and will be paid by Buyer unless Buyer provides Seller with a proper tax exemption certificate.
- 2. Prices, Releases and Setoff:** Prices apply only if the quantity ordered hereunder is released for shipment within twelve (12) months (or longer if mutually agreed to in writing) from the date of Seller's receipt of Buyer's order. Otherwise, Seller's standard price in effect at time of release shall apply to quantity shipped and Buyer shall pay the difference in price, if any, and Seller has the right to terminate this contract.
- 3. NCNR Products:** If Items purchased were quoted as Non-Cancelable, Non-Returnable (NCNR), then all terms referenced on the NCNR quotation will apply.
- 4. Title and Delivery:** All shipments of goods shall be delivered F.O.B. Seller's facility, and title and liability for loss or damage thereto shall pass to Buyer upon Seller's delivery of the goods to a carrier for shipment to Buyer, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination. Seller may deliver goods in installments. Shipping dates are approximate only. Seller shall not be liable for any loss or expense, whether by way of contract or tort, (consequential or otherwise) incurred by Buyer if Seller fails to meet the specified estimated delivery schedule because of unavoidable production or other delays. All provisions of the Paragraph 3 apply to both domestic and international shipments, except that title to goods shipped outside the U.S. shall pass at the point of destination; risk of loss or damage and all expense associated with goods shipped outside the U.S. shall be the responsibility of the Buyer.
- 5. Terms and Method of Payment:** Where Seller has extended credit to Buyer, terms of payment shall be net thirty (30) days from date of invoice unless other terms are agreed upon in writing. The amount of credit or terms of payment may be changed, or credit withdrawn by Seller at any time. If the goods are delivered in installments, Buyer shall pay separately for each installment. Payment shall be made for the goods without regard to whether Buyer has made or may make any inspection of the goods. If legal action becomes necessary to collect an outstanding balance (including any shipping charges, COD or service charges or other fees), the customer shall be responsible to pay, in addition to the outstanding balance, the costs incurred by Network Allies, LLC to collect same, including, without limitation, its attorneys fees, costs and expenses. The Seller has the option of applying a 1.5% per month late charge or a minimum \$25 to all accounts past due at the end of the month.
- 6. Contingencies and Force Majeure:** Seller shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control either of Seller or Seller's suppliers, including, but not limited to, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or machinery or technical failure where Seller has exercised ordinary care in the prevention thereof. Seller may allocate production and deliveries among seller's customers.
- 7. Legal Compliance:** Buyer, at all times, shall comply with all applicable federal, state and local laws and regulations. Export of the products covered by this quotation or acknowledgment may be subject to export license control by the U.S. government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the U.S. including the Export Administration Act and regulations promulgated there under.
- 8. Changes:** Any notice or instruction from the Buyer received subsequent to Seller's acknowledgment, including supplementary information contained in a confirming purchase order, which has the effect of changing the specifications, scope of work, or other terms, will be effective only upon an appropriate adjustment in the price and/or delivery date, and acceptance of any change by Seller in writing.
- 9. Evaluation Orders:** All orders that are purchased as an Evaluation Order will be invoiced and payable upon invoice if not returned within 30 days of receipt of product unless otherwise specified and agreed to by the Seller.
- 10. Return for credit:** In as much that Products sold to Buyer were procured or manufactured for Buyer, Seller reserves the right to determine whether to offer credit for any Products returned by Buyer. This determination will be based the length of time held, the level of customization included in Product and the potential ability of Seller to return or resell the Product or any of its components. The buyer must return material in the original packaging to prevent damage to the product and to maintain resell value.
- 11. Applicable Law and Forum:** The validity, performance and construction of this contract shall be governed by the laws of the state in which Seller resides, as shown on the face hereof and such state shall be the only jurisdiction in which any suit may be brought against Seller regarding any dispute arising of this transaction.
- 12. U.S. Government Contracts; International Orders:** If the goods to be furnished under this contract are to be used in the performance of a U.S. Government contract or subcontract, and a U.S. Government contract number shall appear on Buyer's purchase order, those clauses of the applicable U.S. Government procurement regulations which are required by Federal Statute to be included in U.S. Government subcontracts are incorporated herein by reference. International orders are subject to applicable U.S. export laws and restrictions applicable at the time of order shipment.
- 13. Export Control:** Buyer shall not export or re-export any Product or technical data except in full compliance with the export control laws and regulations of the United States government, its departments and agencies.
- 14. Severability of Terms:** If any phrase, clause or provision shall be declared void, the validity of any other provisions shall not be affected thereby.
- 15. Modification:** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SALE OF THE GOODS DESCRIBED ON THE FACE HEREOF, AND NO ADDITION TO OR MODIFICATION OF ANY PROVISION OF THIS CONTRACT SHALL BE BINDING UPON SELLER UNLESS MADE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF SELLER LOCATED AT SELLER'S APPROPRIATE ORDER ENTRY LOCATION.

No changes to these Terms and Conditions shall be made without the express written consent of Network Allies, LLC.

Warranties

Product Warranty: Network Allies, LLC warrants that the Products sold will be free from defects in workmanship for a period of three (3) years and free from defects in hardware components for a period of one (1) year from the date of shipment (Warranty Period).

The liability of Seller is limited to replacing or repairing, at Seller's option, any defective Products or material which are returned to the Seller at North Andover, MA (USA), or other facility designated in writing by Seller. In no event are Products to be returned without first obtaining permission and a Return Material Authorization (RMA) number from Seller. Seller disclaims all liability with respect to data in returned Products. Seller shall bear the cost and risk for return of Products to Seller if returned within 30 calendar days of shipment. Seller will pay for the return shipment to Customer, except when no problem is found, Customer shall pay for the cost of shipment to the Seller and the cost of return shipment.

There shall be no warranty or liability for any products or parts which have been subject to misuses, accident, negligence, failure or electrical power or modification by the Customer without Network Allies, LLC approval. Final determination of warranty eligibility shall be made by Network Allies, LLC. If a warranty claim is considered invalid for any reason, the Customer will be charged for services performed and expenses incurred by Network Allies, LLC in handling and shipping the return item.

When possible, the seller should return material within the original packaging to prevent damage that could occur during the return process.

Labor Rates: For defects unrelated to workmanship Seller will, if required, de-integrate materials and bill for such at its most recently quoted Technician hourly rate. Any engineering efforts required to determine or solve problems not related to workmanship defects or not covered under the hardware component manufacturer's warranty, will be billed at Seller's most recently quoted System Engineering or Quality Engineering hourly rate.

Warranty Response: During the Warranty Period, upon being notified by Customer, or Customer's agent, of a defect with respect to a Product, Seller shall respond by telephone or e-mail to acknowledge the notification and provide a RMA number. In any event, the defect shall be diagnosed and determined by Seller within a reasonable time (typically within Five (5) days of receipt of defective product by Seller and shall complete error correction as soon as possible. Upon completion of error correction, Seller at its expense shall ship the repaired or replaced component or Product to the Customer or to a location designated by Customer. Issuance of corrections shall not extend the original Warranty Period. For expedited response the Seller can advance replace the Product by having a Product shipped from a Customer owned spares pool provided that Seller and Customer have provisioned for such. If Customer requires an expedited response but has not provisioned for a spares pool, Customer can choose to purchase a new Product. Upon repair of the returned Product, Seller will place it in a now established customer owned spares pool.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN BY SELLER, EACH PARTY DISCLAIMS WITH RESPECT TO ALL PRODUCTS PROVIDED HEREUNDER ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOSS OF PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER OUT OF ANY BREACH OF WARRANTY OR OUT OF OR CONNECTED WITH THE SALE, LEASE USE OR ANTICIPATED USE OF THE PRODUCTS OR SERVICES. NOTWITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, EITHER PARTY'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY THE OTHER PARTY OR OTHERS SHALL NOT EXCEED THE AMOUNT PAID FOR THE PARTICULAR PRODUCTS OR SERVICES INVOLVED. THE FOREGOING LIMITATIONS IN THIS PARAGRAPH SHALL NOT APPLY TO SELLER'S LIABILITY WITH RESPECT TO ITS CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.