

Connectabyte Purchase Agreement

THIS AGREEMENT governs the purchase of equipment from Connectabyte, Inc. ("Vendor"). By submitting your order you ("Customer") are agreeing to the following terms.

1. Definitions

- 1.1. "Equipment" shall mean any item offered for sale by Vendor. Specifically any items listed on the invoice and shall include all software or accessories included with listed items.
- 1.2. "Installation Services" shall mean the installation, set-up, test and related services which are more specifically defined in the Vendor's Service Agreement.

2. Title

Vendor hereby sells to the Customer the Equipment. Upon payment to Vendor of the purchase price set forth in the invoice, title to the Equipment shall vest in the Customer. Title to software will remain with the applicable licensor(s), subject to the terms of the end user license agreement, if any, which accompanies or is included in the software.

3. Shipment, Packaging and Delivery

- 3.1. The mode of shipment shall be selected by Vendor and the cost of such shipment added to the purchase price set forth in the invoice.
- 3.2. All equipment is shipped F.O.B. Vendor's shipping point. Customer bears all risk of loss or damage to the Equipment after delivery to the transportation shipping point.

4. Purchase Price, Taxes and Payment Terms

- 4.1. The purchase price for the Equipment shall be as specified in the invoice.
- 4.2. Terms of payment are within Vendor's sole discretion and unless otherwise indicated, the purchase price of the Equipment, including shipping charges, will be due prior to delivery of any Equipment. To the extent not paid prior to delivery, payment shall be made within the timeframe set forth on the invoice. The Customer has no right to withhold or make adjustments to payment without written permission signed by Vendor. If the Customer fails to pay any charges when due and payable, Customer agrees to pay all costs, including reasonable attorney fees expended in collecting due charges and a late payment charge of 1.5% per month but not in excess of the lawful maximum on the unpaid balance.
- 4.3. Customer shall pay all taxes based on or in any way measured by this Agreement, including any personal property taxes but excluding taxes based on Vendor's net income.

5. Installation Services.

- 5.1. The Customer shall be responsible for the placing of each item of Equipment in the location specified by the Customer. For Vendor installed Equipment, Vendor shall perform the inspection and diagnostic checks of the Equipment using Vendor's standard test procedures and subject to the terms and conditions of the Vendor Service Agreement. For Customer installed Equipment, the Customer shall be responsible for the installation of the Equipment in accordance with the instructions provided to Vendor by the manufacturer of the Equipment sold.
- 5.2. It is the Customer's sole responsibility to be sure that installation and use complies with all federal and local laws and regulations.

6. Warranty

- 6.1. VENDOR MAKES NO EXPRESS WARRANTIES REGARDING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE EQUIPMENT EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER SHALL NOT BE ENTITLED TO SPECIFIC PERFORMANCE IN CONNECTION WITH THE AGREEMENT. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT

APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. ADDITIONAL RIGHTS MAY VARY FROM STATE TO STATE. VENDOR MAKES NO WARRANTIES FOR EQUIPMENT ON NON-VENDOR BRANDED PRODUCTS. SUCH PRODUCTS ARE PROVIDED "AS IS" AND MAY BE COVERED BY THE MANUFACTURE'S WARRANTY.

7. Termination / Cancellation

- 7.1. This Agreement may be terminated or cancelled by the Vendor, at its sole option, in the event the occurrence of any one of the following is not remedied within thirty (30) days of receipt by the Customer or notice thereof:
 - 7.1.1. Customer has not made payment pursuant to Paragraph 4.2 above;
 - 7.1.2. Customer neglects or fails to perform or observe any of its obligations under this Agreement; or
 - 7.1.3. Customer becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy laws.
- 7.2. Cancellation of order by Customer after Vendor receives order but prior to shipment of any or all ordered Equipment shall be subject to a 1% cancellation charge. Items previously shipped shall be subject to an additional 3% handling fee. Customer agrees to return any Equipment previously shipped in its original packaging and to be responsible for risk of loss, shipping and handling fees. Equipment returned within 7 days will be credited to customer minus any shipping and handling fees.

8. Limitation of Liability

THE EQUIPMENT IS PROVIDED ON AN "AS IS" BASIS AND THE VENDOR SHALL HAVE NO LIABILITY TO CUSTOMER FOR THE INFRINGEMENT OF ANY PATENTS, COPYRIGHTS, TRADE SECRETS, OR OTHER PROPRIETARY RIGHTS BY THE EQUIPMENT OR ANY PORTION THEREOF. IN NO EVENT SHALL VENDOR BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF THE VENDOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, OR FOR ANY CLAIM BY ANY THIRD PARTY. VENDOR LIABILITY, IF ANY, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF SHALL BE LIMITED TO THE PURCHASE PRICE OF EQUIPMENT, VENDOR IS NOT LIABLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE EQUIPMENT WHICH MAY BE SATISFIED BY RETURN OF OR REPLACEMENT OF EQUIPMENT AT THE SOLE DISCRETION OF VENDOR. VENDOR SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF THE VENDOR IN THE DELIVERY OR INSTALLATION OF THE EQUIPMENT OR IN THE PERFORMANCE OF EQUIPMENT OR OTHER SERVICES UNDER OR IN RELATION TO THIS AGREEMENT.

9. Software

Any and all software provided by Vendor shall be subject to the terms and conditions of the license agreement that is part of that software and Customer agrees to be bound by the terms of such agreement.

10. General

- 10.1. This Agreement is the exclusive agreement between the parties relating to the subject matter of the Agreement and may not be altered, supplemented, or amended by the use of any other documents without written acknowledgment signed by Vendor.
- 10.2. Vendor shall not be liable for any delay or failure in performance caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargos, strikes, labor difficulties, equipment failures, or any other causes beyond the control of Vendor or its suppliers.
- 10.3. No failure to exercise, and no delay in exercising, on the part of Vendor, any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege by Vendor hereunder preclude further exercise of the same right or the exercise of any other right there under.
- 10.4. If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of this Agreement, but the effect thereof will be confined to the party immediately involved in the controversy adjudged.
- 10.5. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, as such laws are applied to transactions to be performed in the state without regard to conflict of law principles. If customer and Vendor are unable to resolve any dispute arising under or in relation to this Agreement, including collection of payment pursuant to Paragraph 4 above, and any collection action, suit or other judicial proceeding is commenced,

Vendor, if the prevailing party, shall be entitled to recover, subject to law, its costs and reasonable attorneys' fees incurred.