

Reseller Purchase Order Terms and Conditions

These Purchase Order Terms and Conditions, together with an accepted quote or proposal referencing these Purchase Order Terms and Conditions and any Master Agreement, (collectively, the "Order") are the exclusive terms and conditions for the provision of the specified Products by Secure Data Technologies, Inc. ("Secure Data") for the benefit of the Client ("Client"). Secure Data and Client are each a "Party" and together are the "Parties." Client may accept the Order by signing the quote, proposal, or by issuing a Purchase Order to Secure Data for any Order ("Acceptance").

If there is a conflict between the terms below, the Order Form, or the Master Agreement, the documents will control in the following order: The Master Agreement, the Order Form (which may from time to time contain alterations to these standard terms and conditions), then these Purchase Order Terms and Conditions.

Products, general: Secure Data is engaged in the resale of infrastructure technology, including hardware, software, licensing, and maintenance ("Products"). Such Products are designed, manufactured, created, coded, shipped and/or electronically delivered to Client from the Product Manufacturer through Client's purchase with Secure Data.

Services, general: Secure Data is engaged in the provision of professional and managed services related to its clients' infrastructure technology ("Services"). Such Services, if applicable, shall be performed subject to the terms and conditions in the Master Agreement between Client and Secure Data, the terms of which are incorporated herein. Should there be any conflict between the terms of the Master Agreement and this Order, the terms of the Master Agreement take priority.

Delivery of Product: Secure Data will make commercially reasonable efforts to initiate shipment and schedule delivery of Products as soon as possible, unless otherwise requested by Client. Delivery will be deemed complete, and title shall pass to Client, when Products are physically or electronically received by Client or received by Secure Data at Secure Data's offices when specified by Client. Products will be delivered based on distribution channels and the lead times they offered to Secure Data. Secure Data reserves the right to make deliveries in installments.

Invoices and payments: Secure Data will make commercially reasonable efforts to invoice Client for amounts due for Products upon delivery of such Products to Client. Client shall pay invoices from Secure Data within thirty (30) days of the invoice date.

Taxes and shipping: Applicable sales taxes, shipping and delivery charges will be included in Secure Data's invoice(s) to Client.

Cancellation: Upon Acceptance, Client may not thereafter cancel this order without the express written consent of Secure Data. If Secure Data consents to Client's cancellation, Client will be liable for payment of all Products delivered and non-cancellable Products scheduled to be delivered. In any event, Secure Data will make a good faith effort, in its position as a reseller of Products, to work with the Product Manufacturer to accommodate any Client cancellation request.

Returns: Secure Data will extend the terms of each Product Manufacturer's return policy to Client. All return requests are subject to approval by the Product Manufacturer. In any event, Secure Data will make a good faith effort, in its position as a reseller of Products, to work with the Product Manufacturer to accommodate any Client return request.

NO WARRANTY: SECURE DATA IS A RESELLER OF PRODUCTS, AND NOT THEIR MANUFACTURER. SECURE DATA WILL FORWARD THE WARRANTIES OF THE PRODUCT TO CLIENT IF AVAILABLE, BUT CLIENT IS RESPONSIBLE FOR DETERMINING THE WARRANTY SUFFICIENCY AND FOR WORKING WITH THE PRODUCT MANUFACTURER TO ENSURE ADEQUATE WARRANTY PROTECTION ACCORDING TO THE MANUFACTURER'S INSTRUCTION. SECURE DATA IS NOT A WARRANTOR OF THE PRODUCT AND DOES NOT PROVIDE ADDITIONAL WARRANTIES OF THE PRODUCT.

Additional Disclaimers: Except for the express or implied warranties contained herein, with respect to any Products sold to Client, Secure Data makes no other warranties, express or implied, including any implied warranty of non-infringement, merchantability, or fitness for a particular purpose. Secure Data expressly disclaims and excludes all other warranties concerning Products sold to Client. In the event that Product fails or does not act as advertised by the Product Manufacturer, or there is fault in the design, manufacture, creation, or code of the Product, Client acknowledges that Product Manufacturer is the party responsible for said matters and Client recognizes and agrees that Secure Data has no liability concerning said events and that Client may pursue any claims against the Product Manufacturer and may pursue warranty actions against the Product Manufacturer related to said events according to the Product Manufacturer's warranty terms, and Client will not pursue said claims against Secure Data.

Proprietary Rights: Client will own all right, title, and interest in and to the Products and each part and component thereof. Secure Data agrees that upon Delivery all rights, title and interest in and to the Product(s) has been transferred and assigned to the Client.

Intellectual property: Software or other intellectual property included in this Order (Product) is resold by Secure Data to Client subject to the applicable copyright and user license of the Product Manufacturer, the terms and conditions of which may be set forth in a license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

Force Majeure: Neither party shall be liable for any failure to perform its obligations pursuant to this Order due to causes beyond its control, including, but not limited to, fire, flood, earthquake, explosion, acts of public enemy, war, rebellion, insurrection, sabotage, terrorism, epidemic, quarantine, labor disputes or shortages, transportation embargoes, failure through delays, inability to secure raw materials or machinery, acts or omissions of government (including denials of or owner's restrictions of export) or any other such event of force majeure not caused by the negligence of a party, provided that said party gives notification of such conditions to the other party and makes commercially reasonable efforts to perform its obligations hereunder.