

TERMS AND CONDITIONS

Acceptance. Quotations furnished by Envoy Data Corporation (“Envoy Data”) shall not be construed as an offer. Quotations furnished by Envoy Data are subject to, and shall not be binding upon Envoy Data until (i) actual receipt by Envoy Data of Buyer’s written purchase order based on the terms and conditions herein, without qualification, and (ii) Envoy Data’s written acceptance of such purchase order at its office in Gilbert, Arizona. The sole and exclusive terms of sale shall be those contained herein and in Envoy Data’s written acceptance of the purchase order. Any conflicting or additional terms contained in the purchase order or other documentation originating with Buyer shall be of no force or effect.

Price & Payment. Unless otherwise specified, the payment terms are COD. Envoy Data, at its sole discretion, extends NET 30 credit terms to qualified accounts. Credit card payments will not be accepted on quotes and/or invoices where Net Terms have been extended without prior written approval from Envoy Data.

Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), as well as import or customs duties, license fees and any other similar charges, however designated or levied on the sale or delivery of the products or measured by the purchase price paid for the products. Envoy Data's prices set forth on the front side of the invoice do not include such taxes, fees and charges. Exemption certificates must be presented to Envoy Data prior to shipment if they are to be honored.

Product Returns.

1) Defective Product Returns. Buyer may return to Envoy Data any defective product within 30 days of the purchase date. A defective product is one that has been determined to be defective by Envoy Data’s vendor and/or internal support specialists and the Buyer must have a return authorization number (RMA) issued by the Envoy Data.

2) Money Back Guarantee Returns. Envoy Data will honor a 30 Day Money Back Guarantee, which entitles Buyer to return a product for any reason in its original packaging. Return authorization is subject to Envoy Data approval. Non-cancelable and non-returnable products are a not eligible for return. All returns not defective result in a 15% restocking fee.

Freight. Buyer will pay for freight for all product shipments from Envoy Data to Buyer and all product return shipments to Envoy Data from Buyer. In all cases Buyer will be responsible for freight charges for defective product return shipments. The party responsible for freight charges on any shipment will also assume the risk of loss on those goods once they are placed within the possession of a common carrier by the sender. In instances where product is drop shipped directly from the manufacturer to a ship to location provided by the Buyer, the Buyer is responsible for all shipping and handling charges as well as insurance.

Warranties The original equipment manufacturer (“OEM”) warrants that all products are new and all products and OEM-supplied promotional materials and copy comply in all respects with all applicable laws, rules, and regulations.

Disclaimer of Implied Warranties. Any warranty given by the manufacturer of a Product will be provided to Buyer. Except for any express warranties set forth in the quote and purchase order acceptance, Envoy Data provides no warranty relating to any product, express or implied. ENVOY DATA DISCLAIMS ANY IMPLIED WARRANTY RELATING TO ANY PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. Envoy Data will not be responsible for damages or other loss, including, but not limited to, indirect, special or consequential damages, arising out of, or related to, the furnishing, performance or use of the product(s) provided by Envoy Data. In no event shall Envoy Data's liability for damages for any cause whatsoever, regardless of the form of action, exceed the sum of all payments actually made to Envoy Data by Buyer for the specific product(s) that caused the damages or that are the subject matter of or are directly related to the cause of action.

Resale.

a) Buyer acknowledges, represents and warrants that it currently complies with, and at all times shall comply with, and shall not act to contravene, relevant laws, codes, and regulations applicable to the purchase and sale of products under these terms and conditions. Buyer further acknowledges and agrees that the goods, software, and technology subject to these terms and conditions are subject to the export control laws and regulations of the United States, including, but not limited to, the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. Buyer shall not, without prior U.S. government authorization, export, re-export, or transfer any goods, software, or technology subject to these terms and conditions, either directly or indirectly, to any country subject to a U.S. trade embargo 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 goods, software or technology subject to these terms and conditions may not be exported, re-exported, or transferred to an end-user engaged in activities related to weapons of mass destruction. Such activities include, but are not necessarily limited to, activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons.

b) Buyer recognizes that some product sales are limited to a specified territory and shall not sell products outside that territory. Such sales may constitute copyright or trademark infringement. Products purchased by Buyer may also be subject to additional usage restrictions or authorizations imposed by the product manufacturer or publisher. Buyer is responsible for ensuring compliance with any such restrictions or authorization.

Attorney's Fees. In the event that suit is brought, or an attorney is retained by either Envoy Data or Buyer to enforce the terms of any contract between Envoy Data and Buyer or to collect any money due under any such contract or to collect money damages for breach of any such

contract, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation, and other related expenses incurred in connection with bringing such action.

Forum Selection. For purposes of any proceeding involving any contract between Envoy Data and Buyer or any obligation of either Envoy Data or Buyer arising out of or in connection with any such contract, Buyer submits to the non-exclusive jurisdiction of the courts of the State of Arizona and of the United States having jurisdiction in Maricopa County, Arizona and agrees not to raise and waives any objection to or defense based upon the venue of any such court and any objection or defense based upon *forum non conveniens*. Buyer agrees not to bring any action or other proceeding with respect to any contract between Envoy Data and Buyer or any obligation of either Envoy Data or Buyer arising out of or in connection with any such contract in any other court unless such courts of the State of Arizona and of the United States for the District of Arizona determine that they do not have jurisdiction in the matter.

Indemnification. Buyer shall indemnify, defend and hold Envoy Data harmless from and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable attorney's fees, resulting directly or indirectly from any breach of contract by Buyer and from any acts, omissions or misrepresentations by Buyer in connection with the sale, installation or use of the product(s).

General Terms. No agency, partnership or joint venture between the Envoy Data and Buyer is intended or created. These terms and conditions together with the quote and purchase order acceptance constitute the entire agreement between Envoy Data and Buyer and supersede any prior communications, representations or agreements of any kind. These terms and conditions together with the quote and purchase order acceptance may not be modified except in a writing signed by both Envoy Data and Buyer. Inconsistent terms on purchase orders, invoices or other documents shall have no effect and are expressly rejected by Envoy Data. The contract between Envoy Data and Buyer shall be governed in accordance with the laws of the State of Arizona without regard to conflicts of laws principles. Failure to enforce or delay in enforcing any rights shall not be deemed to be a waiver or modification of such rights.