

## Terms

These terms and conditions ("Agreement") apply to your purchase of products, software and/or services and support sold ("Product") by the Data Group Industries, Inc. entity named on the invoice or acknowledgement ("Data Group Industries, Inc.") provided to you. By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify Data Group Industries, Inc. immediately and return your purchase pursuant to Data Group Industries, Inc.'s Return Policy. (See: Contact us for our contact information.) If returned, Product(s) must remain in the boxes in which they were shipped. THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH DATA GROUP INDUSTRIES, INC., IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER DATA GROUP INDUSTRIES, INC. TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

### Other Documents

This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and Data Group Industries, Inc. If you do not receive an invoice or acknowledgement in the mail, via e-mail, or with your Product, information about your purchase may be obtained by contacting us or by contacting your sales representative.

### Payment Terms; Orders; Quotes; Interest

Terms of payment are within Data Group Industries, Inc.'s sole discretion, and unless otherwise agreed to by Data Group Industries, Inc., payment must be received by Data Group Industries, Inc. prior to Data Group Industries, Inc.'s acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Data Group Industries, Inc. Invoices are due and payable within the time period noted on the reverse side of this invoice, measured from the date of the invoice. Data Group Industries, Inc. may invoice parts of an order separately. Your order is subject to cancellation by Data Group Industries, Inc., at Data Group Industries, Inc.'s sole discretion. Unless you and Data Group Industries, Inc. have agreed to a different discount, Data Group Industries, Inc.'s standard pricing policy for Data Group Industries, Inc.-branded systems, which include both hardware and services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system. Data Group Industries, Inc. is not responsible for pricing, typographical, or other errors, in any offer by Data Group Industries, Inc. and reserves the right to cancel any orders resulting from such errors.

### Shipping Charges; Taxes; Title; Risk of Loss

Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from Data Group Industries, Inc. to Customer on shipment from Data Group Industries, Inc.'s facility. Loss or damage that occurs during shipping by a carrier selected by Data Group Industries, Inc. is Data Group Industries, Inc.'s responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify Data Group Industries, Inc. within 30 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless you provide Data Group Industries, Inc. with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping dates are estimates only. Title to software will remain with the applicable licensor(s).

### Warranties

THE LIMITED WARRANTIES APPLICABLE TO DATA GROUP INDUSTRIES, INC.-BRANDED PRODUCTS,

SOFTWARE OR SERVICES CAN BE FOUND AT OUR WARRANTY PAGE OR IN THE DOCUMENTATION DATA GROUP INDUSTRIES, INC. PROVIDES WITH THE PRODUCT. DATA GROUP INDUSTRIES, INC. MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, OR NON-DATA GROUP INDUSTRIES, INC. BRANDED PRODUCT. SUCH PRODUCT IS PROVIDED BY DATA GROUP INDUSTRIES, INC. "AS IS". WARRANTY AND SERVICE FOR NON-DATA GROUP INDUSTRIES, INC. BRANDED PRODUCT, IF ANY, IS PROVIDED BY THE ORIGINAL MANUFACTURER, NOT BY DATA GROUP INDUSTRIES, INC. DATA GROUP INDUSTRIES, INC. MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN DATA GROUP INDUSTRIES, INC.'S APPLICABLE WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT. WARRANTIES AND SERVICE WILL BE EFFECTIVE, AND DATA GROUP INDUSTRIES, INC. WILL BE OBLIGATED TO HONOR ANY SUCH WARRANTIES AND SERVICES, ONLY UPON DATA GROUP INDUSTRIES, INC.'S RECEIPT OF PAYMENT IN FULL FOR THE ITEM TO BE WARRANTED OR SERVICED.

## Software

All software is provided subject to the license agreement that is part of the software package and you agree that you will be bound by such license agreement.

## Return Policies and Exchanges

Data Group Industries, Inc.'s return policy can be found at our Returns page. You must contact us directly before you attempt to return Product to obtain a Return Material Authorization Number for you to include with your return. You must return Product to us in their original or equivalent packaging. You are responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees may apply. If you fail to follow the return or exchange instructions and policies provided by Data Group Industries, Inc., Data Group Industries, Inc. is not responsible whatsoever for Product that is lost, damaged, modified or otherwise processed for disposal or resale. At Data Group Industries, Inc.'s discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing.

## Changed or Discontinued Product

Data Group Industries, Inc.'s policy is one of ongoing update and revision. Data Group Industries, Inc. may revise and discontinue Product at any time without notice to you. Data Group Industries, Inc. will ship Product that have the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.

## Service and Support

Service offerings may vary from Product to Product. If you purchase optional services and support from Data Group Industries, Inc., Data Group Industries, Inc. will provide such service and support to you in the United States in accordance with the terms and conditions located on your contract / invoice or as mailed to you. You may contact Data Group Industries, Inc. for more information, contact us. Data Group Industries, Inc. may at our discretion, revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you. Data Group Industries, Inc. has no obligation to provide service or support until Data Group Industries, Inc. has received full payment for the Product or service/support contract you purchased. Data Group Industries, Inc. is not obligated to provide service or support you purchase through a third party and not Data Group Industries, Inc.

## Limitation of Liability

DATA GROUP INDUSTRIES, INC. DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DATA GROUP INDUSTRIES, INC. WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, DATA GROUP INDUSTRIES, INC. IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

## Governing Law

THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DATA GROUP INDUSTRIES, INC. arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, Data Group Industries, Inc.'s advertising, or any related purchase SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

## Arbitration

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DATA GROUP INDUSTRIES, INC., its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "Data Group Industries, Inc.") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Data Group Industries, Inc.'s advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between customer and Data Group Industries, Inc. NEITHER CUSTOMER NOR DATA GROUP INDUSTRIES, INC. SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Data Group Industries, Inc. will be responsible for paying any arbitration filing fees and fees required to obtain a hearing to the extent such fees exceed the amount of the filing fee for initiating a claim in the court of general jurisdiction in the state in which you reside. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.