

TERMS GOVERNING GOODS

1. The prices quoted for all hardware, software, maintenance and other materials listed herein ("the Goods") are valid for 30 days, unless changed by the relevant manufacturer or seller ("the Manufacturer").
2. Customer understands and agrees that in addition to the items of Goods set forth above, Alphaserve may need to order additional items on Customer's behalf, including but not limited to (i) Ethernet or fiber cables, (ii) power cables, and (ii) Small Form-factor Pluggables ("SFPs") (collectively, "Additional Items"). If such Additional Items are not set forth as a separate line item herein, or if Additional Items are required, in Alphaserve's discretion, Customer consents and agrees to pay for any and all such Additional Items ordered by Alphaserve on Customer's behalf.
3. Customer agrees to prepay for the Goods. Should Customer use any form of credit for payment, including but not limited to a credit card, Customer agrees to pay all fees, interest, charges and expenses incurred by Alphaserve and/or customer relating to such use of credit.
4. Risk of loss for the Goods shall pass upon delivery of the Goods to the carrier.
5. Customer agrees to pay all applicable tax, freight and insurance charges ("the Charges") relating to the Goods. Alphaserve may invoice Customer for the Charges when the Charges are due. Alphaserve shall not be liable for any delay, loss or damage to the Goods in transit. Partial deliveries shall be accepted by Customer, and partial deliveries of the Goods not in accordance with the specifications herein shall not affect Customer's obligation to accept partial deliveries of the Goods which are in accordance with such specifications.

6. Any Goods purchased for Customer shall be invoiced upon the scheduled date. Any delays of shipment of the Goods, caused by Customer, will be assessed 1.5 % of the relevant prices per month as a finance and storage charge. If any order or partial order for the Goods is cancelled after 30 days past written Customer approval of this agreement, Alphaserve will assess a 15 % restocking charge.

7. Alphaserve makes no warranty for the Goods, or any of them. The warranty provided by the Manufacturer(s) to Customer, if any, is the sole warranty provided. Customer waives all other warranties, obligations and liabilities of Alphaserve, and all rights, claims and remedies relating to the purchase of the Goods against Alphaserve, express or implied, arising by operation of law or otherwise, with respect to any nonconformance or defect of the Goods including but not limited to (a) any implied warranties of merchantability or fitness for a particular purpose, (b) any implied warranties from arising from course of performance, course of dealing, usage of trade, or industry custom, (c) any obligations, liabilities, rights, claims or remedies in tort, whether or not arising from the fault of Alphaserve, actual or imputed. Alphaserve's sole responsibility for the Goods is limited to reasonable commercial efforts to arrange for procurement and shipping of the Goods, and to assist with warranty claims made by Customer against the Manufacturer of the Goods.

8. Alphaserve shall not be liable for any indirect, incidental, or consequential damages (including damages for loss of business profits, business interruption, loss of business information, telecommunications charges and the like) arising out of its performance or failure to perform under this agreement, even if Alphaserve has been advised of the possibility of such damages.

9. The liability of Alphaserve, whether for negligence, breach of contract, breach of warranty, or otherwise, shall, in the aggregate, not exceed the cost of the Goods. Notwithstanding the foregoing, Alphaserve shall indemnify Customer for claims arising from allegations of copyright infringement relating solely to the sale of software.

10. No claim shall be brought against Alphaserve more than one year after the accrual of the cause of action therefor.

11. These Terms shall be governed by and interpreted in accordance with New York law, without regard to its conflict of laws principles.

12. Any notices or other communications required or permitted hereunder shall be in writing and will be deemed delivered when sent by email; (i) if to Alphaserve, eguttridge@alphaserveit.com with reply email confirmation of receipt; and (ii) if to Customer at [email address].

13. Any dispute relating to or arising out of these Terms shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Customer waives any right to file or pursue any a class action claim against Alphaserve. Any arbitration shall be held before a single arbitrator who shall be selected by the mutual agreement of Alphaserve and Customer, unless the parties are unable to agree to an arbitrator, in which case, the arbitrator will be selected under the procedures of the AAA. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant (except awards of punitive damages, consequential damages, damages excluded by these Terms or attorneys' fees against Alphaserve), including, without limitation, the issuance of an injunction. However, the parties may, without inconsistency with this arbitration provision, apply to any court having jurisdiction over such dispute or controversy and seek interim provisional, injunctive or other equitable relief until the arbitration award is rendered or the controversy is otherwise resolved. Notwithstanding any choice of law provision included in this Agreement, the United States Federal Arbitration Act shall govern the interpretation and enforcement of this arbitration provision. The arbitration proceeding shall be conducted in New York, New York or such other location to which the parties may agree. The parties shall, at all relevant times, equally pay the costs of any arbitrator appointed hereunder. Discovery in

any arbitration involving the parties shall be limited to the production of documents and depositions of two witnesses by each party.

14. The invalidity or unenforceability of any particular provision of these Terms in any jurisdiction shall not affect the other provisions hereof or such provision in other jurisdictions, and this Agreement shall be construed in such jurisdiction in all respects as if such invalid or unenforceable provisions were omitted or modified so as to be enforceable.

15. Customer acknowledges that it has had sufficient opportunity to have legal counsel of its own choosing review these Terms and that the Terms shall not be strictly construed against either party, and that no edits or modifications to any prior drafts of the Terms may be introduced in evidence in any dispute interpreting this Agreement.

16. These Terms contains the entire understanding of the parties with respect to the sale of the Goods to Customer and supersedes any prior or contemporaneous agreement between the Parties. No change, termination, novation or attempted waiver of any of the Terms shall be binding unless in writing and signed by the Party against whom the same is sought to be enforced. No action by either Party shall be deemed a waiver of any right hereunder, and no waiver of any right at any time shall operate as a waiver of any other right or as a waiver of such right at any other time.

17. The Terms may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Scanned or faxed signatures shall be accepted as original signatures.