

Terms of Conditions of Sale for Servers and Storage

1. Agreement. This invoice and these terms and conditions confirm the agreement (the “Agreement”) between you (“Buyer”) and Clearsource IT, Inc. (“Seller”) for the goods described herein (“Goods”). Buyer’s acceptance of these terms and conditions shall be indicated by any of the following, whichever occurs first: Buyer making of an offer to purchase product from Seller; Buyer’s written acknowledgement hereof; Buyer’s acceptance of any shipment of any part of the items specified for delivery. This Agreement (along with any other documents signed by Seller) is the entire agreement of the parties as to the Goods. **2. Pricing; Late Payments; Taxes.** The price for the Goods is stated in the invoice and, unless otherwise specified by Seller, is payable within 30 days. If Buyer does not make payment when due, Buyer shall pay a fee on past due amounts of 1.5% per month or the maximum rate allowed by law, whichever is less. Pricing excludes federal tax, state and local sales tax, use and other taxes, any customs charges/duties, or any charges within the country designated for delivery by Buyer. Buyer shall bear responsibility for all such taxes, duties, and/or charges. **3. Risk of Loss; Delivery Charges** Title to the Goods passes upon delivery to Buyer, and thereafter all risk of loss or damages are the responsibility of Buyer, provided however, that deliveries by common carrier are F.O.B. shipping point, title passes to Buyer upon delivery to the carrier, and thereafter all risk of loss or damage is the responsibility of Buyer. **4. Time Not of the Essence.** Seller will endeavor to deliver the Goods by any agreed date or within any agreed period. These dates and periods, however, are only estimates given in good faith and, consequently, Seller will not be liable for any failure to deliver the Goods by such a date or within such a period. Time for delivery will not be of the essence. **5. CTO/BTO/NOB.** Goods designated as CTO or BTO are configured by Seller to the specifications of the given manufacturer part number using manufacturer-original new or bulk parts. Goods designated as NOB are new in a box that has previously been opened. **6. Installment Sales.** Each shipment or delivery of any Goods will be deemed to have been sold under a separate and independent contract. Failure by Seller to deliver any installment will not entitle Buyer to treat the Agreement as repudiated. **7. Seller Warranties.** Goods sold by Seller are not manufactured by Seller, and Seller has made no affirmation of fact or promise relating to the Goods. All warranty claims shall be asserted exclusively against the manufacturer of the Goods. EXCEPT AS TO TITLE, THERE ARE NO WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, RELATING TO THE GOODS. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE APPLIES TO THE GOODS. **8. Buyer Representations.** Neither Buyer nor any of its Affiliates (i) is, or is controlled by, a “restricted party” within the meaning of the Anti Terrorism Laws, (ii) has received funds or other property from, or engaged in any other transaction with, a restricted party, or (iii) is the subject of any action or investigation under any Anti-Terrorism Law. Buyer and its Affiliates are in compliance with the Anti-Terrorism Laws. Neither Buyer nor any of its Affiliates, or any of their respective officers, directors, employees, agents or other representatives, has taken any action that violates or will violate the Foreign Corrupt Practices Act (FCPA), or any similar law to the extent applicable. Buyer shall not: (i) conduct any business or engage in any transaction or dealings with any “restricted person” including the making or receiving any contribution of funds, goods or services to or for the benefit of any restricted person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224, the USA PATRIOT Act, the OFAC Sanction Programs, or any other Anti-Terrorism Law. **9. Limitation on Liability.** Seller’s

liability on any claim relating to the Goods or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, will not exceed the price allocable to such Goods. SELLER WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOST DATA OR ANY DAMAGES TO THIRD PARTIES PAID BY BUYER, LOSS OF WARRANTY, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED PRODUCT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF BUYER FOR SUCH DAMAGES. 10. Returns. Buyer may return defective Goods for replacement or refund (as elected by Seller) within 30 days of purchase. Subject to Seller's reasonable approval, Buyer may return for credit within 30 days of purchase non-defective Goods the sales price of which, together with the sales price of any other non-defective items previously returned to Seller by Buyer, do not exceed 2% of the aggregate sales prices of all non-defective products purchased by Buyer from Seller. Non-defective, special order products are normally not accepted for return; other returns are handled on a case-by-case basis in Seller's sole discretion. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after the date of issuance and returns of non-defective normally stocked items in resalable condition will be accepted for credit subject to a restocking charge of no less than 15% of the sales price. 11. Authority/Agency/Solvency. Unless otherwise expressly disclosed in the purchase order from Buyer to Seller, Buyer warrants that it is purchasing the Goods as part of a bona fide commercial transaction in which the Goods are intended for resale to an end user or reseller; that Buyer is not entering into the transaction for the purpose of obtaining information about Clearsource IT, its vendors or its customers; and that Buyer is not acting as the agent for or on behalf of any computer manufacturer. 12. Security Interest To secure payment of the sales price of the Goods and all other obligations of Buyer under this Agreement, Buyer hereby grants to Seller a security interest in the Goods and all products and proceeds thereof. Seller is authorized by Buyer to take such action as may be appropriate to perfect the security interest granted herein. Buyer agrees to execute any additional documents necessary to perfect such security interest. 13. Waiver and Modification. No waiver or modification of this Agreement will be binding upon Seller unless agreed to by Seller in a signed writing. Failure by Seller to enforce strict compliance with this Agreement will not constitute a waiver of any of the provisions of this Agreement. 14. Severability; Force Majeure. If any provision of this Agreement is or becomes void or unenforceable for any reason then the validity of the remaining provisions will not be affected. Seller will not be in breach of this Agreement because of delays or nonperformance caused by circumstances beyond its reasonable control or other force majeure. 15. Choice of Law; Jurisdiction; Waiver of Jury Trial; Attorney Fees. This Agreement will be governed by the laws of the State of Colorado (without regard to principles of conflict of laws). Any claims arising out of or related to this Agreement or the Goods shall be brought exclusively in Arapahoe County; provided that if the Goods or Buyer are not located in Arapahoe County, Colorado, Seller may also bring suit at the location of the Goods and/or the Buyer. Buyer submits to the jurisdiction of all such courts. BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE, DEFEND, CONSTRUE OR OTHERWISE CONCERNING THIS AGREEMENT OR THE GOODS. If it is necessary for Seller to commence collection efforts against Buyer for any indebtedness due or to otherwise enforce this Agreement, Seller will be entitled to recover from Buyer its reasonable attorneys' fees and costs, including the reasonable fees of in-house counsel