

Terms and Conditions of Sale

Products and Professional Services

Section 1. Order and Acceptance

1.1 Applicability

These terms and conditions of sale ("Terms of Sale") and any Transaction Document, incorporated herein, govern all sales of software, hardware, and services sold by part number ("Products") as well as , professional services, managed services or cloud services ("Services") delivered by BRIDGE DATA SOLUTIONS to purchaser ("CUSTOMER"). For the avoidance of doubt, the term "services sold by part number" refers to services, which, although ordered from Bridge Data Solutions, are purchased from and supplied by a vendor (i.e., Bridge Data Solutions does not directly perform or control the work) and are therefore considered Products. Acceptance of the Terms of Sale shall be deemed upon BRIDGE DATA SOLUTIONS' receipt of a Purchase Order, a signed Quotation, a signed Statement of Work, or a signed third party lease agreement ("Transaction Document") for the purchase of Products or Services.

Section 2. Additional Terms of Product Sales

2.1 Product Returns and Warranty Assistance.

(a) CUSTOMER acknowledges that BRIDGE DATA SOLUTIONS is reselling (and not itself providing) all Products purchased by CUSTOMER, including, without limitation, software and Services Sold by Part Number.

(b) BRIDGE DATA SOLUTIONS shall pass through to CUSTOMER, the manufacturer's warranties for each product and agrees to facilitate utilization of manufacturer's product return policies. In no event will BRIDGE DATA SOLUTIONS provide product return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return by BRIDGE DATA SOLUTIONS are subject to BRIDGE DATA SOLUTIONS' applicable restocking fee(s).

(c) CUSTOMER acknowledges the terms and conditions governing the use of such Products shall be solely between CUSTOMER and the manufacturer.

2.2 Product Warranty Disclaimer

BRIDGE DATA SOLUTIONS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE Products. BRIDGE DATA SOLUTIONS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE Products, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

2.3 Shipment and Risk of Loss for Product Sales

All shipments of Products by BRIDGE DATA SOLUTIONS to CUSTOMER will be FOB point of shipment. Insurance coverage, transportation costs and all other expenses applicable to shipment from BRIDGE DATA SOLUTIONS to CUSTOMER's identified point of delivery will be

the responsibility of the CUSTOMER. Risk of loss will pass to the CUSTOMER upon delivery of the products to the common carrier (regardless of who pays such common carrier) or the CUSTOMER's representative at BRIDGE DATA SOLUTIONS' point of shipment.

2.4 Permitting Compliance for Product Sales

CUSTOMER will obtain all licenses, permits and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.

Section 3. Additional Terms of Service Sales

3.1 Limited Warranty and Acceptance of Services

BRIDGE DATA SOLUTIONS represents and warrants to Customer that the Services shall be performed in a good, workmanlike, professional and conscientious manner by experienced and qualified employees of Bridge Data Solutions according to the generally accepted standards of the industry to which the Services pertain. All Service deliverables will be deemed accepted by CUSTOMER if not rejected in a reasonably detailed writing within fifteen (15) days of submission to CUSTOMER. In the event the Services provided by Bridge Data Solutions are not in conformance with this warranty, BRIDGE DATA SOLUTIONS will take the steps necessary to correct the deficiency at no charge to the CUSTOMER. THIS IS CUSTOMER's SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.

3.2 Limited Warranty for Staffing

BRIDGE DATA SOLUTIONS warrants that any consultant provided to CUSTOMER will have the qualifications and hold the certifications represented to CUSTOMER by BRIDGE DATA SOLUTIONS. BRIDGE DATA SOLUTIONS makes no other representations or warranties with respect to the services to be provided and makes no representation or warranty that services provided by a consultant will not interrupt CUSTOMER's operations.

3.3 Service Warranty Disclaimer

EXCEPT AS PROVIDED FOR UNDER SECTION 3.1, BRIDGE DATA SOLUTIONS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE SERVICES BRIDGE DATA SOLUTIONS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

3.4 Property

BRIDGE DATA SOLUTIONS software, equipment or consulting, programming, or management tools which may be furnished or utilized by BRIDGE DATA SOLUTIONS in the performance of these services shall remain the property of BRIDGE DATA SOLUTIONS and shall be immediately returned to BRIDGE DATA SOLUTIONS upon its request or upon completion of the Services.

3.5 Service Work Assignments

BRIDGE DATA SOLUTIONS retains the right to assign such personnel, including subcontractors, as it deems appropriate to the performance of Services under these Terms of Sale.

3.6 CUSTOMER Coordination for Service Sales

CUSTOMER will provide a primary point of contact and make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by BRIDGE DATA SOLUTIONS. BRIDGE DATA SOLUTIONS will assign a primary contact person for the Services.

Section 4. Terms Applicable to All Sales

4.1 Price and Payment

The prices set forth in any Transaction Document are exclusive of all applicable taxes, duties, licenses, and tariffs levied upon the sale, purchase or delivery of the Products and/or Services which remain the CUSTOMER's obligation. Prices quoted are firm for thirty (30) days unless otherwise provided on the applicable Transaction Document. Payment for Products is due thirty (30) days from the date of the invoice issued to the CUSTOMER and payment for Services is due thirty (30) days from the date of acceptance. In the event CUSTOMER chooses to finance the purchase of Products and/or Services from a third party leasing company, CUSTOMER remains liable for payment to BRIDGE DATA SOLUTIONS for all Products and Services purchased until BRIDGE DATA SOLUTIONS receives complete payment from such leasing company. Where the Transaction Documents include the purchase of both Products and Services, the transactions shall be deemed to be a separate for the supply of Products and the supply of Services. No default or delay in the delivery of Products shall relieve the CUSTOMER's payment obligation for Services delivered and accepted by CUSTOMER and no default or delay in the delivery of Services shall relieve the CUSTOMER's payment obligation for Products delivered and accepted by CUSTOMER. All payments will be made in US currency. Out of pocket expenses will be charged as incurred. Unless expressly provided to the contrary, items designated as estimates are not binding commitments to sell at the estimated price or to deliver on the estimated schedule. CUSTOMER will pay interest in the amount of 2% monthly (24% APR), or the maximum allowed by law, whichever is lower, on any balance not paid within 30 days of the invoice date.

4.2 Confidential Information

Information designated as confidential by either party whether before or after the effective date of these Terms of Sale shall be held in strict confidence and used only for purposes of these Terms of Sale. Except as required by law, no Confidential Information shall be disclosed without the prior written consent of the party designating the information as confidential. If either party is legally required to disclose any confidential information of the other party, the party so required shall notify the other party immediately and shall cooperate in seeking a reasonable protective order. This Section shall not apply to information, which is (i) in the public domain, (ii) already known to the recipient, (iii) developed independently or (iv) received from a third party without similar restriction and without breach of this or a similar agreement.

4.3 Export

CUSTOMER agrees to comply with all applicable export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce. CUSTOMER covenants that it will not, either directly or indirectly, sell, export (including without limitation any deemed export as defined by applicable law), re-export, transfer, divert, or otherwise dispose of any Product or Service deliverable to any country (or national thereof) subject to antiterrorism controls, U.S. embargo, encryption technology controls, or to any other person, entity (or utilize any such person or entity in connection with the activities listed above), or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. CUSTOMER certifies, represents and warrants that no Product or Service shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. Notwithstanding any provision of IT services or designs by Bridge Data Solutions, CUSTOMER acknowledges that it is not relying on BRIDGE DATA SOLUTIONS for any advice or counseling on export control requirements. CUSTOMER agrees to indemnify, to the fullest extent permitted by law, BRIDGE DATA SOLUTIONS from and against any fines, penalties and reasonable attorney fees that may arise as a result of CUSTOMER's breach of this Section.

4.4 Limitation of Liability

NO MONETARY RECOVERY IS AVAILABLE FROM BRIDGE DATA SOLUTIONS FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL BRIDGE DATA SOLUTIONS' LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE PARTICULAR CLAIM. FOR REMOTE MANAGEMENT OF CUSTOMER'S ENVIRONMENT (MANAGED SERVICES) AND/OR BRIDGE DATA SOLUTIONS ENTERPRISE CLOUD SERVICES, THE TOTAL LIABILITY OF BRIDGE DATA SOLUTIONS FOR THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS SHALL NOT EXCEED SIX MONTH'S BASE CHARGE FOR THE SERVICE(S) THAT IS THE BASIS FOR THE PARTICULAR CLAIM. BRIDGE DATA SOLUTIONS WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT OR SERVICE, OR IN ANY WAY CONNECTED TO THESE TERMS OF SALE, EVEN IF BRIDGE DATA SOLUTIONS HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.

4.5 Cancellation of Order.

The purchase of Products or Services may be cancelled by CUSTOMER only upon written approval of BRIDGE DATA SOLUTIONS and upon terms that indemnify BRIDGE DATA SOLUTIONS against all losses related to such cancellation.

4.6 Additional Contractual Rights for Default.

If CUSTOMER defaults in performance of any obligation under these Terms of Sale, including the payment of any amount due, BRIDGE DATA SOLUTIONS may, at its option, suspend performance, require prepayment, or terminate its performance and collect payment for all Products and Services provided up to the date of termination.

4.7 Attorney Fees.

CUSTOMER shall reimburse BRIDGE DATA SOLUTIONS for any and all expenses including, without limitation, reasonable attorney fees and legal expenses that BRIDGE DATA SOLUTIONS pays or incurs in protecting and enforcing the rights of BRIDGE DATA SOLUTIONS under these Terms of Sale.

4.8 Indemnification.

CUSTOMER agrees to defend, at its expense, and to indemnify BRIDGE DATA SOLUTIONS against any award of damages and costs based on the claim that any materials or documentation provided by CUSTOMER to BRIDGE DATA SOLUTIONS during this engagement infringes a U.S. patent, copyright or other intellectual property right of any third party.

4.9 Governing Law.

These Terms of Sale will be interpreted, enforced, and governed under the laws of the State of Washington. The U.N. Convention On The International Sale Of Goods (UNCISG) shall not apply to these Terms of Sale.

4.10 Severability.

If any provision of these Terms of Sale are unenforceable as a matter of law, all other provisions will remain in effect.

4.11 Excusable Delay.

BRIDGE DATA SOLUTIONS will not be liable for any delay or failure of performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics or other circumstances beyond BRIDGE DATA SOLUTIONS' control.

4.12 Time for Bringing Claims.

Any claim by CUSTOMER against BRIDGE DATA SOLUTIONS arising from or in connection with these Terms of Sale or any related purchase order cannot be filed, made or maintained unless filed within six months after BRIDGE DATA SOLUTIONS shipped or provided the Products or Services in question.

4.13 Understanding of the Parties.

These Terms of Sale supersede all prior or current written or oral statements, representations, negotiations, agreements and understandings. BRIDGE DATA SOLUTIONS does not agree to and rejects any terms contained in CUSTOMER's purchase orders or other documents that are additional to or different from these Terms of Sale, and any such terms shall have no force or effect.