

CCINTEGRATION, INC. TERMS AND CONDITIONS OF SALE

All quotations and sales by CCIIntegration, Inc., ("Seller") are subject to these terms and conditions.

1. Except as otherwise set forth on the front of a Seller invoice or acknowledgment, terms of payment are net 30 days from invoice date; prices are EXW Seller's facility (INCOTERMS 2010); and prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of customer. Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of one and one-half percent. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs. Seller reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of customer's creditworthiness or should customer fail to fulfill any obligation when due.
2. In the absence of prior agreement as to shipping, Seller may select a carrier. Seller's responsibility for any loss or damage ends, and title passes, when products are delivered to the carrier, to customer, or to customer's agent, whichever occurs first. Customer will pay for storage charges if Seller holds products at customer's request pending instructions or rescheduled delivery.
3. Seller provides a service warranty of 90 days from ship date. Seller's service warranty is limited to workmanship based on both parties' agreement on work instruction documents and approval of first article.

All products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Seller or the manufacturer.

Customer's exclusive remedy, if any, under these warranties is limited, at Seller's election, to any one of; (a) refund of customer's purchase price, (b) repair by Seller or the manufacturer of any products found to be defective, or (c) replacement of any such product.

Customer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY SELLER OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO SELLER BY OR ON BEHALF OF CUSTOMER. Use of the customer's part number on any document or on any products is for convenience only and does not constitute any representation by Seller with respect to the performance, specifications, or fitness of any part for any purpose.

4. Seller retains a purchase money security interest in all products sold by Seller to customer, and in the proceeds of any resale of such products, until the purchase price and any other charges

due to Seller have been paid in full. Upon any breach by customer of these terms and conditions, Seller will have all rights and remedies of a secured party under applicable law, which rights and remedies will be cumulative and not exclusive. Customer is responsible for all costs and expenses incurred by Seller in collecting any sums owing by customer (which may include, but are not limited to, collection agency and reasonable attorneys' fees).

Seller shall have the right to offset any sum owed by Seller or any Seller subsidiary to Customer against any sum owed by Customer to Seller or any Seller subsidiary. All transactions are governed by the laws of the State of California. The parties waive any right to trial by jury.

5. Products are deemed accepted by customer unless customer notifies Seller in writing within 10 days of delivery of product shortages, damage or defect. No returns may be made for any reason without a Return Authorization Form issued by Seller. If customer refuses to accept tender or delivery of any products or returns any products without authorization from Seller, such products will be held by Seller awaiting customer's instruction for 20 days, after which Seller may deem the products abandoned and dispose of them as it sees fit, without crediting customer's account.
6. Seller will not be responsible or penalized for any failure to ship an Appliance, Service Appliance or Evaluation Appliance or other goods shipped from Seller to Customer that is beyond Seller's reasonable control, including any failure resulting from (a) timely delivery failures (meaning Seller shipped the Appliance(s) with a reputable carrier for appropriate delivery in compliance with Customer expectations as evidenced by tracking confirmation and / or other waybill, but the carrier was unable to deliver timely), (b) unavailability of Appliance, Service Appliance or Evaluation Appliance components from suppliers, and (c) components not functioning to specification (components do not function or interoperate as represented by supplier or manufacturer). Notwithstanding anything to the contrary in this Agreement, in the event of any such failure, Seller will use its best efforts to remedy the situation and mitigate any impacts thereof, including but not limited to working with Customer to design, integrate, and to procure such assistance, components and materials necessary from suppliers or otherwise to make available to Customer or its Customers, as soon as reasonably possible, Appliances with like functionality and performance levels acceptable to Customer at comparable or better cost.
7. This document, and not any purchase order or other customer document, will be deemed an offer and is a rejection of any other terms or conditions. Customer, by accepting any products or services, making any payments or ordering any products or services having previously received these terms and conditions, will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any prior or later communication from customer and whether or not Seller will specifically or expressly object to any of customer's terms. Seller's failure to object to any document, communication or act of customer will not be deemed a waiver of any of these terms and conditions. Any addition or change to these terms and conditions must be specifically agreed to in writing by a duly authorized officer of Seller before becoming binding on Seller.
8. If customer's order is placed under a contract with the United States Government, Seller agrees to comply only with those contract provisions and regulations with which, pursuant to law, it must comply and of which customer has, at the time of order placement, placed Seller on written notice. In no event will United States Government Cost Accounting Standards apply. All

rights in technical data and software owned or licensed by Seller or the manufacturer are hereby reserved and deemed restricted or limited. Unless specifically otherwise agreed in writing by Seller, customer acknowledges that products sold by Seller are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold Seller harmless from any loss, cost or damage resulting from customer's breach of the provisions of this paragraph.

9. Products may be subject to export or resale restriction or regulation, and customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHScompliant) is as provided to Seller by its suppliers, and Seller does not warrant its accuracy and will not be liable for any error with regard to same. Customer uses such information at its own risk. Seller and Buyer each certifies that it complies with all applicable laws, including the labor laws and regulations (including fair labor standard laws) and anti-bribery regulations (including the FCPA and UK Bribery Act) in the jurisdictions where it operates.
10. Except for the exclusive warranty remedy described in paragraph 3, above, NEITHER SELLER NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF ANY PRODUCTS FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCT (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR BY ANY FAILURE OR DELAY IN SELLER'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, COST OR REPLACEMENT GOODS OR SERVICES (COVER), CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER WILL HAVE INFORMED SELLER OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES. IN NO EVENT WILL SELLER'S LIABILITY, REGARDLESS OF BASIS (INCLUDING TORT, CONTRACT, INDEMNIFICATION OR OTHERWISE), EXCEED THE PRICE PAID FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM.
11. The performance of any value-added service may void the manufacturer's warranty and render products non-returnable. Orders incorporating such services are, accordingly, non-cancelable and the products are non-returnable. Any third-party value-added service provider is deemed to be an agent of customer. If technical advice is offered or given in connection with the use of any products or service, it will be as an accommodation to Customer and Seller shall have no liability whatsoever for the content or use of such advice.
12. Any software or other intellectual property included in or relating to products is supplied by its manufacturer or licensor. Seller makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with all requirements with regard to proprietary and similar rights in and to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if Seller has broken the seal on any "shrink wrapped" software. If Customer provides Seller with any intellectual property, Customer warrants that it has all necessary legal rights to such property. Customer will indemnify Seller against and hold it

harmless from any and all liability, cost or expense arising from (i) a breach or purported breach of the requirements described in this section, or (ii) Buyer's use or sale of the products.

13. All Purchase Orders issued by Customer to Seller and accepted by Seller are final and not subject to cancellation. In the event Customer cancels any Purchase Orders issued and accepted by Seller, Seller will, only upon written request of Customer, use commercially reasonable efforts to stop any shipments from its suppliers. However, Seller reserves the right to invoice Customer, and Customer agrees to pay Seller as invoiced, up to the full amount of the cancelled Purchase Order plus all expenses incurred in connection to said cancelled Purchase Order.