

INSIDE SALES ORDER FORM TERMS AND CONDITIONS

The Inside Sales Order Form ("Order Form") for the purchase of hardware from Shared Solutions and Services, Inc., including its wholly owned subsidiaries (collectively "Arrow S3") is subject to the terms and conditions identified herein. The terms and conditions identified herein shall supersede all pre-printed terms and conditions contained in any Customer PO. ORDER FORM TERMS AND CONDITIONS: The hardware identified herein is not available for further resale and Customer is fully authorized to enter into the Order Form. I. **Limitation of Liability; Disclaimer of Warranty.** A. Neither party will be deemed to be negligent, at fault or liable in any respect for any delay or failure in performance resulting from acts of God, war, accidents, labor disputes, strikes, power interruptions or outages or any other cause beyond the reasonable control of the party delayed; provided, however, that such acts or events shall not relieve Customer of its obligation to make payments for invoiced amounts. In no event will Company be obliged to provide credits for service interruptions to Customer's telecommunication services. B. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY EQUIPMENT, SERVICE OR RELATED PRODUCT OR DOCUMENTATION. COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS. COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ALLEGED VIOLATIONS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. C. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, TREBLE, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS ORDER FORM, HARDWARE, DOCUMENTATION AND/OR THE INTENDED USE THEREOF, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, INDEMNITY, OR STRICT LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. D. WITHOUT LIMITATION OF THE PROVISIONS OF SECTION C. ABOVE, THE TOTAL LIABILITY OF COMPANY, TO CUSTOMER IN CONNECTION WITH THIS ORDER FORM SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID BY CUSTOMER TO COMPANY UNDER THIS ORDER FORM FOR THE SPECIFIC PRODUCT OR SERVICE FORMING THE BASIS OF THE CLAIM OR CAUSE OF ACTION. COMPANY SHALL NOT BE LIABLE FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY CUSTOMER'S USE OF REASONABLE DILIGENCE. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF A LEGAL PROCEEDING ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER. II. **Limited Parts Only Warranty.** Customer will receive the following limited parts only warranty ("Parts Only Warranty") for the new hardware purchased hereunder ("Hardware"). The manufacturer's warranty, if any, will be set forth in the accompanying documentation furnished by the manufacturer of the Hardware. Customer must contact the manufacturer for Return Materials Authorization ("RMA") for any disputed items and return the product per Company instructions. Absent any instructions from the manufacturer in the accompanying documentation on the handling, return and/or exchange of defective parts, during the warranty period following the delivery of the Hardware to Customer, Customer may contact the National Response Center at 800-526-7006 to facilitate the process for replacement of a defective part. Company will provide Customer with instructions for shipping any defective part, and the manufacturer or Company, as the case may be, will ship a replacement part. This limited parts only warranty will not apply to the purchase of refurbished hardware. Labor to repair any defect on the Equipment identified by Customer will be charged at Company's then-current hourly labor rate. The limited warranty described herein does not include efforts to remedy or replace as a result of: (i) accident or neglect; (ii) problems relating to or residing in other hardware, software or services with which the Hardware is used; (iii) use of the Hardware in an environment, in a manner or for a purpose for which it was not designed; and (iv) problems relating to or residing in the power supply or other circuitry, except as provided by Company. The Limited Parts Only Warranty identified herein shall control any inconsistent language included in any agreement between Company and Customer. III. **Invoicing and Charges.** Company shall submit invoice(s) to Customer for all charges due under this Order Form. Invoices will be issued by Company at the time of order. Customer will pay the amount invoiced within thirty (30) days of the invoice date. Company may impose a surcharge equal to two percent (2%) on all amounts paid by Customer with a credit card, charge card, or debit card, which Customer agrees to pay. Customer may not withhold payment of any amount invoiced based on abatement, reduction, set-off, defense, counterclaim or recoupment in connection with any past, present or future claim Customer may allege against Company for charges not covered under this Order Form or against the manufacturer of any equipment or any other third party. In the event Company does not receive full payment on or before the date on which such payment is due, Company, in its sole discretion, may assess an additional charge against Customer in the amount of one and one-half percent (1½%) per month or the maximum rate allowed under applicable law, whichever is less, on any unpaid amounts. B. The rates and charges for labor, parts and materials are identified above. Rates are subject to change at Company's discretion and without notice to Customer. All charges are exclusive of federal, state and local sales, use, excise, utility and gross receipts taxes, other similar tax-like charges, and tax-related surcharges, which Customer agrees to pay. In the event that Customer provides Company with a duly authorized exemption certificate, Company agrees to exempt Customer in accordance with law, effective on the date the exemption certificate is received by Company. Failure to remit payment when due may result, upon Customer notification in interruption or cancellation of delivery of this Order Form. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred in collecting, or attempting to collect, any charges owed hereunder. Amounts paid in advance or in excess of the amount invoiced will be credited to Customer's account and, for a period of up to twelve (12) months from the date the credit is issued, such credit may be applied to outstanding or future invoices; provided, however, that if this Order Form expires or is earlier terminated and there are no outstanding amounts owed or invoiced, upon Customer's written request, any unused portion of the advance or excess payment(s) will be refunded to Customer. In order to defray the cost of customer account administration, any credit balances or other sums owed to Customer which remain unclaimed by Customer for a period greater than twelve (12) months will become the property of Company. IV. **Miscellaneous: A. Applicable Law.** This Order Form shall be governed by and construed in accordance with the substantive laws of the State of Texas without regard to its choice or conflicts of law principles. B. **Independent Contractor.** Company's relationship to Customer in the performance of this Order Form is that of an independent contractor. Nothing contained in this Order Form shall be deemed or construed as creating a partnership, joint venture or fiduciary relationship between Company and Customer. C. **Assignment.** Neither party may assign this Order Form or any of its rights hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; provided that Company may assign this Order Form, in whole or in part, or any of its rights hereunder to an affiliate or successor without the written consent of or notification to Customer. D. **Toll Fraud Disclaimer.** Company makes no representation or warranty that the Hardware is technically immune from or prevents fraudulent intrusions into and/or unauthorized use of the Hardware (including any interconnection to a long distance network). E. **Export and Legal Compliance.** Customer acknowledges that certain Hardware or technical data, which may be provided hereunder, may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the U.S. or any other country. Customer shall not export or re-export any such Equipment or technical data or any direct product thereof in violation of such laws. Customer shall comply with all laws and regulations, including but not limited to import and customs laws and regulations. F. **Modifications; Invalidity; Waiver; Survival.** No modification, handwritten or otherwise, to this Order Form shall be valid or effective unless agreed to in writing and signed by both authorized parties hereto. The invalidity or non-enforceability of any particular provision of this Order Form shall not affect the other provisions, which shall be valid and enforceable to the fullest extent permitted by law. No waiver of any of the provisions of this Order Form shall be binding unless it is in writing and signed by the party granting the waiver. No waiver shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, and no waiver shall be deemed, or shall constitute, a continuing waiver. The rights and responsibilities of the parties hereto under the provisions which by their nature extend beyond any such expiration or termination shall survive expiration or earlier termination of this Order Form. G. **Entire Agreement.** This Order Form and these terms and conditions constitutes the entire understanding between the parties concerning the subject

matter hereof. No prior or contemporaneous representations, expressions, or agreements, either written or oral, or any handwritten modifications, any course of dealing, usage of trade or course of performance under this or other agreements shall alter the terms of this Order Form. H. Signature Authorization. Customer has duly executed and agreed to be bound by the terms and conditions of the Inside Sales Order Form as evidenced by the signature of its authorized representative. Customer represents and warrants to Company that the signatory identified herein has full authority to execute the Order Form on its behalf.