LOGICALIS integration solutions

A. Order Initiation Terms

1. **Applicability.** Each quotation and/or LOGICALIS statement of work together with these Terms and Conditions ("Offer") is an offer by Logicalis, Inc. ("**LOGICALIS**") to the party to whom such Offer is addressed ("**CUSTOMER**") to sell to CUSTOMER the goods, software and Services Sold by Part Number (together "**Products**") and the professional services performed by Logicalis or that are under Logicalis' direct supervision ("**Services**") as identified in the Offer and otherwise to enter into the agreement that the offer describes. The term "**Services Sold by Part Number**", unlike Logicalis professional services (see the defined term "Services" above), refer to all other services, which, although they may be ordered from LOGICALIS, are to be supplied by a vendor (i.e., Logicalis does not directly perform or control the work). A contract (the "Agreement") is formed when CUSTOMER accepts the Offer of LOGICALIS.

2. **Acceptance.** Each Offer shall be deemed accepted upon the terms and conditions of such Offer by CUSTOMER by written acknowledgement or by the issuance to LOGICALIS of a purchase order or other acceptance document for the Products. Acceptance is expressly limited to these terms and conditions. No purported acceptance of any Offer on terms and conditions which modify, supersede, supplement or otherwise alter these terms and conditions, whether contained in CUSTOMER's purchase order or other acceptance document, shall be binding upon LOGICALIS and such terms and conditions shall be deemed rejected and replaced by these terms and conditions unless CUSTOMER's proffered terms or conditions are accepted in a physically signed writing by LOGICALIS Legal Services. Notwithstanding any contrary provision in CUSTOMER's purchase order or other acceptance document, delivery of Products or commencement of work by LOGICALIS shall not constitute acceptance of CUSTOMER's terms and conditions.

B. Additional Terms for Product Sales

3. **Product Returns and Warranty Assistance.**

(a) LOGICALIS hereby passes through to CUSTOMER, (and agrees to facilitate utilization of) manufacturer's product return policies and the manufacturer's warranties.

(b) In no event will LOGICALIS provide product return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return by LOGICALIS are subject to LOGICALIS' applicable restocking fee(s).

(c) CUSTOMER acknowledges that LOGICALIS is reselling (and not itself providing) all Products purchased by CUSTOMER, including, without limitation, software and Services Sold by Part Number. CUSTOMER accordingly acknowledges the terms and conditions governing the use of such Products shall be solely between CUSTOMER and the vendor. LOGICALIS MAKES NO WARRANTY REGARDING THE Products.

4. **Product Warranty Disclaimer. LOGICALIS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE Products. LOGICALIS 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.**

5. **Shipment and Risk of Loss for Product Sales.** All shipments of Products by LOGICALIS to CUSTOMER will be FOB point of shipment. Insurance coverage, transportation costs and all other expenses applicable to shipment from LOGICALIS 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 LOGICALIS' point of shipment.

6. **Product Security Interest.** CUSTOMER grants LOGICALIS a security interest in and to the Products as security for payment in full of the purchase price. CUSTOMER agrees that acceptance of these Terms and Conditions constitutes acceptance of this security agreement. LOGICALIS is hereby authorized to file and/or record any documents it deems necessary to perfect this security interest.

7. **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.

C. Additional Terms for Service Sales

8. **Limited Warranty and Acceptance of Services.** The Services will be performed by LOGICALIS in a manner consistent with good practice in the computer services industry. 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 are not in conformance with this warranty and are rejected as specified above, LOGICALIS will supply commercially reasonable services to correct or replace the work at no charge to the CUSTOMER. THIS IS CUSTOMER's EXCLUSIVE REMEDY FOR BREACH OF WARRANTY relating to Services.

9. **Service Warranty Disclaimer. LOGICALIS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE Services (other than the limited and exclusive warranty provided for Services under Section 8). LOGICALIS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE Services, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

10. **Intellectual Property for Service Sales.**

(a) Upon payment in full for all charges under this Agreement, LOGICALIS will grant CUSTOMER such rights, title, and interest it may own to the software and documentation developed by LOGICALIS specifically for CUSTOMER under this Agreement subject to the following limitation. LOGICALIS retains a world-wide, unlimited, perpetual and royalty free right to (i) copy and use the software and documentation internally for any purpose; (ii) copy and distribute to third parties software which performs a general utility function; and (iii) use for any purpose any concepts, ideas, or techniques resulting from the development of the software and documentation by LOGICALIS.

(b) LOGICALIS retains all right, title, and interest in the software and documentation that is an enhancement to or modification of existing software or documentation owned or distributed by LOGICALIS and grants to CUSTOMER a nonexclusive, nontransferable, royalty-free license to use the software and documentation on all of the CUSTOMER's computer systems.

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

11. **Service Work Assignments.** LOGICALIS retains the right to assign such personnel, including subcontractors, as it deems appropriate to the performance of Services under the Agreement.

12. **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 LOGICALIS. LOGICALIS will assign a primary contact person for the Services.

D. Terms Applicable to All Sales

13. **Price and Payment.** The prices in this Agreement are exclusive of all applicable taxes, duties, licenses, and tariffs levied upon the sale, purchase or delivery of the Products and Services which remain the CUSTOMER's obligation. Prices quoted are firm for thirty (30) days unless otherwise provided on the Offer. Payment is due thirty (30) days from the date of the invoice, except that COD accounts are due upon delivery. All payments will be made in US currency. Out of pocket expenses will be charged as incurred. CUSTOMER will pay interest in the amount of one and one half percent (1.5%) per month, or the maximum allowed by law whichever is lower, on any outstanding balance owed.

14. **Confidential Information.** Written and oral information designated as confidential by either party whether before or after the effective date of this Agreement shall be held in strict confidence and used only for purposes of this Agreement. Except as required by law, no confidential information, including the provisions of this Agreement, shall be disclosed without the prior written consent of the party designating the information as confidential. If either party is 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.

15. **Limitation of Liability. NO MONETARY RECOVERY IS AVAILABLE FROM LOGICALIS FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL LOGICALIS' LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE PAID FOR THE Product or Service THAT IS THE BASIS FOR THE PARTICULAR CLAIM. LOGICALIS WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY LOSS OF REVENUE, PROFIT, USE OF DATA, INTERRUPTION OF BUSINESS OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE Product OR Service, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, EVEN IF LOGICALIS HAS BEEN ADVISED OF SUCH DAMAGES. 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.**

16. **Cancellation of Order.** This Agreement may be cancelled by CUSTOMER only upon written approval of LOGICALIS and upon terms that indemnify LOGICALIS against all losses related to such Agreement.

17. **Additional Contractual Rights for Default.** If CUSTOMER defaults in performance of any obligation under this Agreement, including the payment of any amount due, LOGICALIS 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.

18. **Attorney Fees.** CUSTOMER shall reimburse LOGICALIS for any and all expenses including, without limitation, reasonable attorney fees and legal expenses that LOGICALIS pays or incurs in protecting and enforcing the rights of LOGICALIS under this Agreement.

19. **Publication.** Nothing contained in this Agreement shall be interpreted so as to prevent LOGICALIS from publicizing its business relationship with CUSTOMER or the nature of the Products/Services performed for CUSTOMER.

20. **No Solicitation.** CUSTOMER agrees not to solicit for employment or to employ any LOGICALIS employee for a period of twelve (12) months following the conclusion of the work performed under this Agreement.

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

22. **Governing Law.** These Terms and Conditions will be construed in accordance with the laws of the State of Michigan.

23. **No Waiver.** The failure of either party to insist upon strict performance of any of the provisions of the Terms and Conditions will not be deemed a waiver of any breach or default.   The remedies provided to LOGICALIS hereunder are not a waiver of the remedies of LOGICALIS under applicable law.

24. **Severability.** If any provision of the Agreement is unenforceable as a matter of law, all other provisions will remain in effect.

25. **Excusable Delay.** LOGICALIS 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 and similar occurrences.

26. **Time for Bringing Claims.** Any claim by CUSTOMER against LOGICALIS arising from or in connection with the Agreement or any related purchase order cannot be filed, made or maintained unless filed within six months after LOGICALIS has shipped or provided the Products or Services in question.

27. **Entire Agreement.** These terms and conditions along with the Offer constitute the entire agreement between the parties as to the sale of Products and/or Services and supersede all prior or current written or oral statements, representations, negotiations, agreements and understandings.