

SALES QUOTE TERMS AND CONDITIONS

The following terms and conditions govern the use and sale of the Products (defined below) set forth on the applicable sales quote or quotation ("Sales Quote") that references these terms and conditions and all other Products sales, generally. These terms and conditions are binding upon the client and/or buyer identified in the Sales Quote ("Client") and Conexsys Communications Limited or the applicable affiliate identified on the Sales Quote ("Conexsys").

1. PRODUCTS

- (a) **Orders.** If Client desires to purchase Products from Conexsys, Client shall issue a purchase order or similar order to Conexsys ("Purchase Order"). All Purchase Orders are binding and irrevocable once issued by Client. Client is solely responsible for the accuracy of any Purchase Orders issued by Client. Conexsys may accept or reject any Purchase Order in its sole discretion. In the alternative, Conexsys may elect to include a signature block on a Sales Quote. If Client signs the signature block, the signed Sales Quote will be deemed a binding and irrevocable Purchase Order. "Product(s)" means all hardware, appliances, equipment, software, support, maintenance, services, and other products which are (i) manufactured, licensed, or provided by Vendors, and (ii) resold by Conexsys to Client. "Vendor(s)" means third party manufacturers, vendors, licensors, or providers of hardware, appliances, equipment, software, support, maintenance, services, and other products.
- (b) **Invoices and Payment.** Conexsys will invoice Client for the Products upon shipment of the Products or when such Products become available to or accessible by Client. All invoices are due in accordance with the payment terms specified on the Sales Quote. Unless otherwise set forth on the Sales Quote, Conexsys's invoices are due and payable by Client in full within thirty (30) days from the invoice date. Undisputed invoices not paid by the due date will bear interest from the due date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. Client shall also be responsible for all collection costs incurred by Conexsys in connection with past due undisputed invoices.
- (c) **Shipping Fees.** Client is responsible for all shipping, handling, and insurance fees for the Products.
- (d) **Taxes and Customs.** Client is responsible for the payment of any sales, use, excise, value added, services, consumption, or other tax as well as all fees, duties, tariffs, customs fees, withholdings, and charges imposed by reason of the shipment, delivery, sale, and/or use of the Products (excluding any Conexsys income taxes) unless Client provides Conexsys with a valid and applicable exemption certificate or resale certificate. Conexsys shall itemize sales or use taxes separately on its invoices.
- (e) **Installation.** Client is responsible for all installation charges. Client shall provide and pay for a suitable place of installation, and any necessary electrical power outlets and air conditioning required for operating the Products as defined in the applicable Vendor's installation manual.
- (f) **Warranties and Terms.** Conexsys warrants that it has full right, power, and authority to sell the Products to Client, and that the Products are free and clear of all liens and similar encumbrances of any kind. Client acknowledges that: (i) it has made the selection of the Products based on its own judgment and expressly disclaims any reliance upon statements made by Conexsys, (ii) Conexsys is an authorized reseller of the Products, (iii) Client's use of the Products is subject to the applicable Vendor's end user license agreement, service level agreement, terms of use or service, or other end user agreements or documents, and (iv) the only representations, warranties, indemnities, and other terms relating to the Products are those offered by the applicable Vendor, and Conexsys will have no responsibility in connection therewith, (v) it expressly waives any claim against Conexsys based upon any infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property rights with respect to the Products, and (vi) it assumes all responsibility for ensuring that the Products are used in accordance with all applicable laws and regulations. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF SELLER, WITH RESPECT TO THE PRODUCTS.
- (g) **Import/Export.** Client acknowledges that the Products and any technical data related thereto may be subject to Export Control Laws (defined below), and Client hereby agrees not to export, re-export, or otherwise distribute Products in violation of any Export Control Laws and to comply with applicable Export Control Laws. Client warrants that it will not purchase, export, or re-export any Products with knowledge they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless permitted by applicable laws. Client further warrants it will not export or re-export, directly or indirectly, any Products to embargoed countries or transfer or sell Products to companies or individuals listed on the Denied Persons List published by the United States Department of Commerce. "Export Control Law(s)" means all applicable export laws and regulations, including, without limitation, the Arms Export Control Act (22 U.S.C. § 2751-2794), the International Traffic in Arms Regulations (ITAR) (22 U.S.C. § 120 et seq), and the Export Administration Regulations (15 C.F.R. § 730-774), including the requirement for obtaining any export license or agreement, if applicable.
- (h) **Risk of Loss and Title.** Title to the Products shall vest in Client upon delivery to the carrier for shipment (FOB shipping point). Conexsys will ship and deliver the Products to the Client's specified place of delivery using a carrier selected by Conexsys; provided, however, that Client shall be responsible for clearing any necessary customs with respect to the Products. Client shall bear the risk of loss, damage, and destruction from every cause once the Products have been delivered to the carrier. Client shall unload and inspect the Products upon delivery, and Client shall be responsible for notifying Conexsys of any defect or damage to the Products or of any claim arising hereunder within five (5) days of the delivery of the Products. Client's failure to advise Conexsys of such defect, damage, or claim within the specified time period will release Conexsys and the carrier from any liability for damages related thereto.

2. Conexsys SERVICES

- (a) **Statement of Work.** Any Sales Quote that includes services to be performed by Conexsys and/or its affiliates, and/or their employees, agents, or subcontractors ("Conexsys Services") is an estimate only. The final labor quote shall be provided by Conexsys when a statement of work ("SOW") has been executed by Conexsys and Client. The SOW will govern the performance of Conexsys Services. However, Sales Quotes that include services to be performed by Vendors are being offered for resale only and deemed "Products" under these terms and conditions.
- (b) **Training Services.** Unless paid online by Client at the time of registration, Conexsys shall invoice Client for training services upon registration. Payment must be received by Conexsys prior to the training course start date or student will not be permitted to attend the course. Conexsys reserves the right to cancel training courses for any reason and at any time.

3. MISCELLANEOUS

- (a) **Limitation of Liability.** In no event will Conexsys, its affiliates, or its Vendors, or any of their respective officers, directors, employees, or agents, be liable to Client, its affiliates, or its vendors, or any of their respective officers, directors, employees, or agents, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability and negligence), for lost profits or revenues, for loss of use or loss or corruption of data, for equipment or systems outages or downtime, or for any indirect, special, exemplary, punitive, multiple, incidental, consequential, or similar damages, arising out of or in connection with the Products, these terms and conditions, or otherwise, even if advised of the possibility of such damages. In no event will Conexsys's, its affiliates', or its Vendors', or any of their respective officers', directors', employees', or agents' aggregate liability for all claims arising out of or in connection with the Products, these terms and conditions, and otherwise exceed the amount of fees actually paid by Client for the applicable Conexsys Service or Product which is the subject of the claim during the twelve (12) months preceding the date of the claim. No action regarding the Conexsys Services or Products (other than with respect to payments hereunder) may be brought more than one (1) year after the first to occur of either (i) the delivery of the products, or (ii) the claimant party's knowledge of the event giving rise to such cause of action.
- (b) **Sales Quote Confidential.** This Sales Quote is the confidential, exclusive property of Conexsys and is made available for use by Client and its immediate employees only.

- (c) **Independent Contractor.** Each party is an independent contractor and nothing in these terms and conditions shall be deemed to create an agency, partnership, or joint venture between the parties.
- (d) **Assignment.** Neither party shall be permitted to assign these terms and conditions or any of its rights and obligations pursuant to these terms and conditions, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign these terms and conditions without consent (i) to any parent, subsidiary, or other affiliate in connection with a merger involving it or any of its affiliates, or (ii) in connection with an acquisition of all or substantially all of a party's or its' affiliates' assets or equity interests. In addition, Conexsys may assign or delegate any of its rights or obligations under these terms and conditions, in whole or in part, to any of its affiliates without consent. Any other assignment of this without the other parties' consent is void.
- (e) **Dispute Resolution.** In the event of any dispute arising out of or relating to the Products and/or these terms and conditions, the parties shall attempt to resolve the dispute first through good faith negotiations between the parties' senior executives. If the matter is not resolved by the parties' senior executives within thirty (30) days after the commencement of such negotiations, the parties shall attempt to resolve the dispute by mediation with a neutral third-party mediator acceptable to both parties. Mediation expenses shall be shared equally by the parties. Nothing in this Section shall be construed as prohibiting a party from applying to a court for interim injunctive relief or from immediately initiating a lawsuit with respect to any uncontested, unpaid fees due under this Agreement.
- (f) **Non-Solicitation of Employees.** Client agrees that it and its affiliates, and their employees, will not, either during or for a period of twelve (12) months after the date of the Sales Quote, solicit to hire as an employee or contractor any of Conexsys's and its affiliates' employees. Publication of open positions in media of general circulation (e.g., Internet website job postings) will not constitute solicitation of employees. If Client or one of its affiliates hires any employee(s) of Conexsys prior to expiration of the twelve (12) month period, as an employee or contractor, Client agrees to pay to Conexsys within thirty (30) days of the hiring date, an amount equal to the person's annual compensation (including bonuses) at Conexsys at the time of his or her departure from Conexsys.
- (g) **Force Majeure.** Neither party shall be liable for delays, failure to meet their obligations, or damages due to events, circumstances, or causes beyond that party's reasonable control, including without limitation war, terrorism, riots, acts of God, floods, fire, earthquakes, third party hacking attempts or attacks, viruses, malware, and similar software programs, and denial of service attacks. The nonperforming party must promptly notify the other party of such event, circumstance, or cause and takes all reasonable steps to recommence performance promptly. Notwithstanding the foregoing, no such events, circumstances, or causes shall excuse Client's obligation to pay undisputed amounts when due hereunder.
- (h) **Governing Law and Venue.** The Sales Quotes and these terms and conditions will be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario, Canada, excluding conflicts of law principles. Exclusive jurisdiction for any lawsuit or claim in connection with this the Sales Quotes and these terms and conditions shall be in the province or federal courts of the Province of Ontario.
- (i) **No Joint and Several Liability.** Only the entity that issues a Sales Quote or accepts a Purchase Order will be liable with respect to such Sales Quote and Purchase Order. There shall be no joint and several liability with respect to Conexsys affiliates.
- (j) **Entire Agreement.** These terms and conditions contain the entire understanding between the parties with respect to the subject matter hereof and may not be changed except by a separate writing signed by all the parties. Purchase Orders, acknowledgment forms, or similar routine documents may be used by the parties from time to time. The parties agree that any provisions of such routine documents, which purport to add to or change, or which conflict with the provisions of these terms and conditions shall be deemed deleted and have no force or effect.