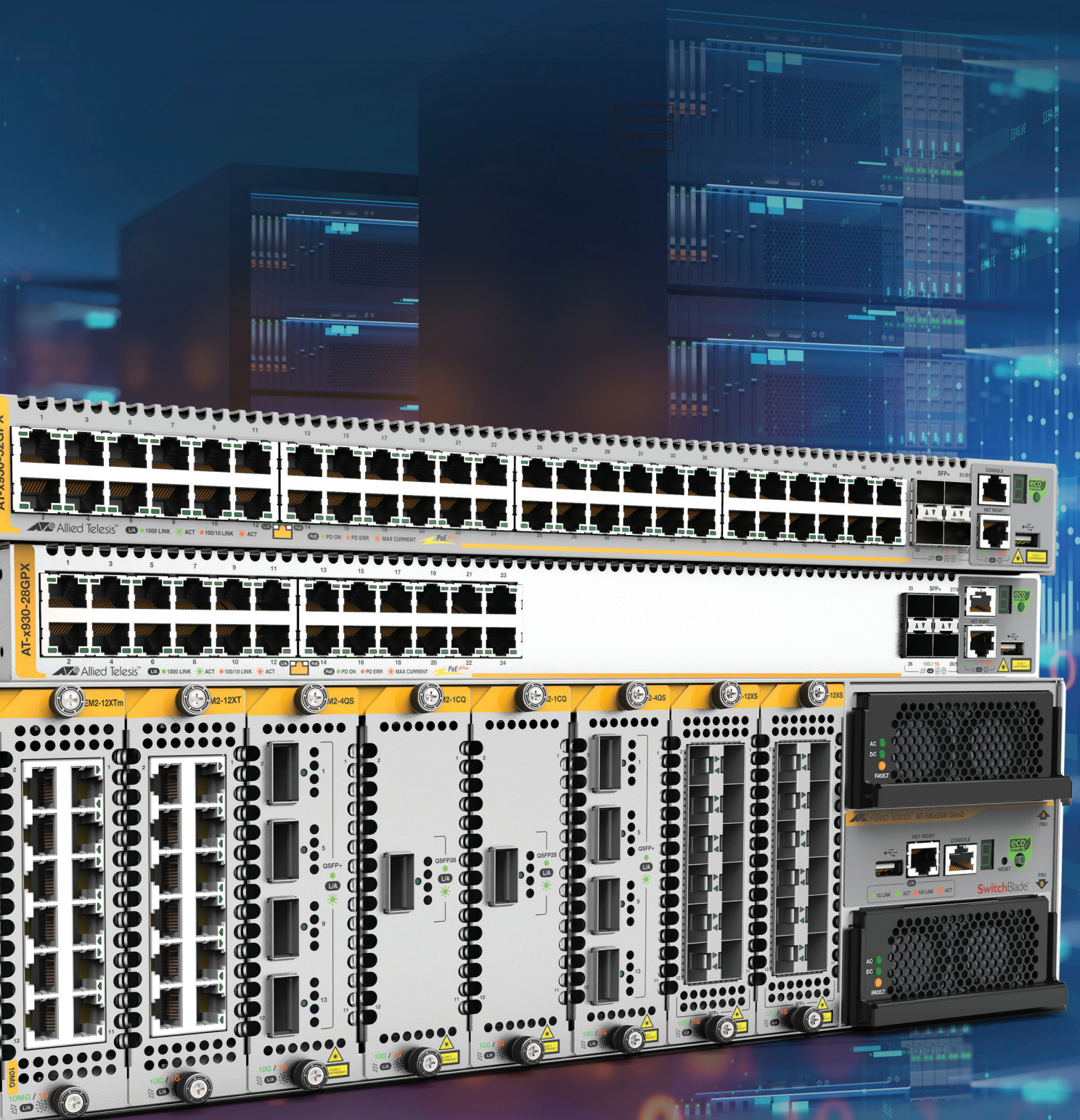




Equipment Services

Contract Terms and Conditions

Allied Telesis Service and Support Solutions





EQUIPMENT SERVICES CONTRACT TERMS AND CONDITIONS

Allied Telesis Service and Support Solutions

Please refer to the Equipment Services terms and conditions below. Your right to receive the Equipment Services is conditional upon acceptance of these terms.

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Equipment Services Terms and Conditions

ALLIED TELESIS INC. IS WILLING TO PROVIDE ALLIED EQUIPMENT SERVICES TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THESE TERMS AND CONDITIONS (THIS "AGREEMENT"). THIS AGREEMENT REPRESENTS AN OFFER FROM ALLIED TELESIS THAT YOU WILL ACCEPT BY TAKING ANY OF THE ACTIONS DESCRIBED NEXT. PLEASE READ THESE TERMS CAREFULLY BEFORE REGISTERING OR PAYING FOR YOUR ALLIED TELESIS SUPPORT SERVICES OR BY CLICKING THE "I ACCEPT" BUTTON ON THE ALLIED TELESIS WEB SITE. BY TAKING ANY OF THESE ACTIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, ALLIED TELESIS WILL NOT PROVIDE ALLIED TELESIS SUPPORT SERVICES TO YOU.

Allied Telesis Products are intended for use for professional, commercial, or other business purposes only and not for personal use by consumers, and Allied Telesis is offering the Allied Telesis Equipment Services only to business users of the Products. By registering or paying for the Allied Telesis Equipment Services, you represent and warrant that for the purposes of this Agreement you are not deemed a consumer under any consumer protections laws, and that you will use the Products and the Allied Telesis Equipment Services for professional, commercial, or other business purposes only.

1. Rent

The Rent will be as invoiced by Owner (the "Rent").

2. Insurance and Taxes

You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Agreement or the Equipment. If you are tax-exempt, you agree to furnish us with satisfactory evidence or your exemption.

3. UCC and Miscellaneous

You agree that we will file Uniform Commercial Code ("UCC") documents and obtain credit bureau report. You authorize us to sign any documents in connection with the Uniform Commercial Code on your behalf.

4. Acceptance and Delivery

You certify that all the Equipment listed in the Master Network Equipment and Services Agreement has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon acceptance of these terms, your promises herein will be irrevocable and unconditional in all respects.

5. Agreement

You agree to rent from Owner the Equipment, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon your acceptance. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

6. Rent, Taxes and Fees

You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement.

7. Termination

Owner may terminate this Agreement immediately upon notice if Customer breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof.

8. Maintenance and Location of Equipment; Security Interest

You agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at an address approved by the Owner. and you agree not to move it unless we agree. As long as you have given us the written notice prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, full working order and complete repair. You are

solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

9. Collateral Protection; Insurance; Indemnity; Loss or Damage

You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us with a certificate of Insurance or other evidence of insurance NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

10. Assignment

WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets.

11. Default and Remedies

You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants,

terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, or (b) you make or have made any false statement or misrepresentation to us, or (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using the Equipment. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time.

12. Limitation of Liability

IN NO EVENT WILL OWNER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, LOSSES OR EXPENSE (INCLUDING, WITHOUT LIMITATION, SUBSTITUTE GOODS OR SERVICES, LOST PROFITS OR LOST BUSINESS) ARISING, DIRECTLY OR INDIRECTLY, UNDER THIS AGREEMENT, OR FROM THE RENTAL OR USE OR SALE OF THE EQUIPMENT, WHETHER OR NOT OWNER WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. IN NO EVENT WILL OWNER'S TOTAL LIABILITY TO CUSTOMER UNDER THIS AGREEMENT DURING ANYONE-YEAR TERM EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO OWNER UNDER THIS AGREEMENT DURING SUCH ONE-YEAR TERM.

13. Faxed or Scanned Documents, or E-Signature, Misc.

You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission, or e-signature of the documents. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your faxed, scanned or original signature, and which bears our original signature and such original shall constitute "Tangible Chattel" under the UCC. You agree to execute any further documents

that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates.

14. Warranty Disclaimers

The contract letter and terms and conditions provided WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST US, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. THIS AGREEMENT IS A NET AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS AND YOU CANNOT WITHOUT, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE.

15. Choice of Laws

Agreements, promises and commitments made by Owner, concerning loans and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of California.

16. Maintenance and Supplies

The charges established by this Agreement only include payment for the use of the Equipment.

17. Overages and Cost Adjustments

You agree to comply with our billing procedures.

About Allied Telesis

For over 30 years, Allied Telesis has been delivering reliable, intelligent connectivity for everything from enterprise organizations to complex, critical infrastructure projects around the globe.

In a world moving toward Smart Cities and the Internet of Things, networks must evolve rapidly to meet new challenges. Allied Telesis smart technologies, such as Allied Telesis Autonomous Management Framework™ (AMF) and Enterprise SDN, ensure that network evolution can keep pace, and deliver efficient and secure solutions for people, organizations, and “things”—both now and into the future.

Allied Telesis is recognized for innovating the way in which services and applications are delivered and managed, resulting in increased value and lower operating costs.

Visit us online at alliedtelesis.com