

TERMS AND CONDITIONS

Read this entire order form, including the incorporated terms and conditions located at <http://www.getactivestorage.com>. The terms and conditions located at the referenced URL ("Terms") in effect on the Order Date appearing on this order are a material part of this order. By making this order you hereby accept the Terms. You agree that you have read, understood and accepted the Terms. If you cannot access the Terms, request them from Active Storage, Inc.

1. Acceptance

Acceptance Must Mirror Offer. This order is an acceptance to purchase goods or services under these exact terms only; this order is limited to acceptance of these exact terms without modification. Any additional or different terms in your acceptance will be construed as proposals and will not become part of our contract with you unless we agree in writing to your additional terms. All references in this order to "you" or "your" refer to the Purchaser designated above. All references in this authorization to "us" or "we" or "Company" refer to Active Storage, Inc. If we have an existing formal written agreement with you governing our sale of goods or services to you, then the terms in the formal written agreement will supersede any contrary terms in this order.

2. Prices

2.1 Fees. You agree to pay Company the fees specified in the Fee Schedule set forth in Exhibit 1, attached to this Agreement and incorporated by this reference, along with any other amounts that you owe Company under this Agreement.

2.2 Taxes. Any and all fees due to Company pursuant to this Agreement are exclusive of, and you shall pay and shall indemnify and hold Company harmless against, any liability for any sales, use, property, license, value-added, withholding, excise, or similar tax, whether federal, state, or local, that may be imposed or assessed in connection with the Hardware, its delivery, licensing, use, ownership, or possession and any insurance premiums, packing charges, inspection fees, duties, tariffs, imposts, and similar charges, exclusive of taxes based on Company's net income.

3. Shipping

All goods are shipped F.O.B. Torrance, California from Active Storage's warehouse.

4. Cancellation

In the event you cancel this order more than thirty (30) days prior to shipping, you will only pay the following percentage of the total items ordered:

(a) 100% 30 days or less; (b) 50% 31 to 60 days; (c) 25% 61 to 90 days

5. Warranties

5.1 Warranty Period. All warranties under this order continue for thirty six (36) months after the date of delivery to us, unless a different warranty period is stated on the face of this order.

5.2 ACTIVE STORAGE MAKES NO WARRANTY OR GUARANTEE WHATSOEVER WITH RESPECT TO SALES OR ORDERS FOR NONSTANDARD, SUB-GRADE GOODS OR PURCHASES THROUGH UNAUTHORIZED SALES CHANNELS. GOODS SOLD UNDER SUCH SALES OR ORDERS ARE FURNISHED "AS IS" AND "WITH ALL FAULTS."

Active Storage sole and maximum liability for breach of its warranties herein is limited to the obligation, at Active Storage's sole discretion to repair, replace or provide replacement goods, or credit Purchaser's account, any goods delivered hereunder which either become defective or fail to meet the applicable specifications during the warranty period and which are found by Active Storage to be defective under the terms of this warranty, provided that:

(a) Active Storage is notified in writing by Purchaser within ten (10) days after discovery of defects or failure to meet Specifications;

(b) Purchaser obtains a Return Material Authorization form from Active Storage prior to returning any defective goods to Active Storage;

(c) the defective goods are returned to Active Storage, transportation charges prepaid by Purchaser (provided, however, that if upon examination by Active Storage, it determines that the goods are entitled to this warranty, then Active Storage shall be responsible for all transportation charges to and from Active Storage's facility);

(d) the defective goods are received by Active Storage for adjustment no later than the last day of the warranty period; and

(e) Active Storage's examination of such goods shall disclose that such defects or failures have not been caused by misuse, abuse, neglect, improper installation or application, repair, alteration, damage by rain, fire or casualty or by accident or negligence in use, storage, transportation or handling. In addition, Active Storage shall have no liability to Purchaser to the extent such failure is caused by non-compatibility with other components used by Purchaser. In the event that any one or more of the foregoing conditions is not satisfied, Active Storage shall have no liability under this warranty whatsoever. Purchaser has an obligation to mitigate any damages related to integration of defective or nonconforming Parts. If Purchaser has knowledge that such Parts are defective or nonconforming or Active Storage has advised Purchaser that Parts are defective or nonconforming and in either event Purchaser integrates such defective Parts, Active Storage shall have no liability to Purchaser for any damages incurred by Purchaser as a result. In the event that the foregoing exclusive remedy under this warranty is determined upon judicial review to have failed in its essential purpose through no fault of Purchaser, the alternate exclusive remedy shall be the refund of the purchase price of the nonconforming or defective goods. Any repairs to or alterations on the goods shipped hereunder must be authorized in writing by Active Storage to prevent voiding Active Storage's warranty.

Active Storage's goods may be prohibited for shipment to certain countries; entities or individuals under U.S. export regulations. Active Storage is not liable to Purchaser for any delays or failure to obtain the necessary export license.

ACTIVE STORAGE'S OBLIGATION TO HONOR THESE WARRANTIES IS CONTINGENT UPON ACTIVE STORAGE'S RECEIPT OF PAYMENT IN FULL FOR THE GOODS ENTITLED TO THIS WARRANTY. ACTIVE STORAGE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ACTIVE STORAGE HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY OTHER THAN AS PROVIDED ABOVE. THE FOREGOING STATES THE ENTIRE WARRANTY LIABILITY OF ACTIVE STORAGE.

6. Limitation of liability

IN NO EVENT SHALL ACTIVE STORAGE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY ACTIVE STORAGE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNTS ACTUALLY PAID BY PURCHASER TO COMPANY UNDER THIS AGREEMENT.

This limitation of liability allocates the risks under this Agreement between Company and Purchaser. Company's pricing reflects this allocation of risk and the limitation of liability specified in this Section. Company shall have no liability for any direct, indirect, incidental, special, or consequential damages related to or arising out of the Hardware altered by or on behalf of Purchaser. Purchaser assumes any and all risks and liabilities related to or arising out of any such alteration.

7. Intellectual property rights

Preexisting Intellectual Property. Purchaser hereby acknowledges that Active Storage owns all intellectual property rights related to any information or items we provide you. You may not use our intellectual property except to benefit us.

8. Indemnity

You will defend and indemnify us and our directors, officers, employees and affiliates against any claim or action arising out of your performance of this order.

9. Insurance

You will maintain general commercial liability insurance in the minimum amount of U.S. \$ 1,000,000 combined single limit for personal injury and property damage.

10. Miscellaneous

10.1 Governing Law. This order is governed by the laws of the State of California, USA, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

10.2 Jurisdiction. All disputes, litigation or other proceedings arising under or relating to this Agreement will take place in Los Angeles, California. You consent to exclusive jurisdiction and venue of the courts located in Los Angeles, California.

10.3 Compliance with Laws. You must comply with all applicable laws in performing your obligations under this order, including without limitation those governing environment, health and safety, and labor and employment practices. You must require that your sub-suppliers also comply with all applicable laws and regulations in effect. Upon request, you will certify that you comply with all applicable laws and regulations. We may audit you to confirm your compliance with this section.

10.4 Assignment. You may not assign your rights or delegate your duties under this order to any third party without our prior written consent.

10.5 Severability. Survival. Sections 6, 7, 8 and 9 are material to this order, are not severable, and will survive termination or cancellation of this order. Section 5 will survive for three years after delivery of goods or completion of services. If any term or provision of this order is or becomes invalid under any applicable law, then the remainder of this order will not be affected thereby and the remaining terms and provisions of this order will remain in effect as if the invalid portion were not a part of this order.

10.6 Security Interest. Purchaser hereby agrees and understands that until full payment is received hereunder, Active Storage, Inc. shall have a secured interest in all products order by Purchaser at anytime. Purchaser hereby consents to Active Storage, Inc.'s filing of a UCC-1 lien in Purchaser's equipment that is continuing so long as products are being order by Purchaser or until payment in full is made to Active Storage, Inc.

10.7 Export Controls. Buyer acknowledges that Seller has informed it that U.S. law and the U.S. Export Administration Regulations ("EAR") govern and may prohibit the re-export or other disposition of Seller's products, spare parts, and related technical data received by Buyer or its customers without prior U.S. Government approval. Buyer therefore agrees that it, and not Seller, will be solely responsible for obtaining any and all necessary export licenses and complying with all the terms, conditions, required procedures, and documentation of any export license issued for the delivery of the products subject to this Agreement.

10.8 Waiver. Any failure by either party to enforce any provision of this Agreement or of any order does not constitute a waiver of the provisions or prejudice the right of either party to enforce the provision at any subsequent time.

10.9 Entire Agreement. This Agreement, including all Exhibits contains the entire agreement of the Parties relating to the rights granted and obligations assumed herein. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be charged

10.10 Neither party shall be liable to the other for damages for any delay arising out of causes beyond its reasonable control and without its fault or negligence.