

TERMS AND CONDITIONS

By signing this Order Form, the party identified as the "Customer" on this Order Form is agreeing to purchase the products and services set forth in this Order Form pursuant to these Terms and Conditions (the "Terms") from SEQUBIT LLC, a Texas limited liability company ("SEQUBIT"). SEQUBIT and Customer may be referred to in these Terms together as the "Parties" or individually as a "Party."

SEQUBIT is both a reseller of goods and services of third parties ("Third Party Goods"), and a seller of SEQUBIT goods and services ("SEQUBIT Goods"). This Order Form may include both Third Party Goods and SEQUBIT Goods.

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Third Party Goods. For any Third Party Goods ordered by Customer, (a) such Third Party Goods are subject to availability from the third party; and (b) such Third Party Goods are subject to licenses, terms and conditions between Customer and the third party supplier.

2. SEQUBIT Goods. For any SEQUBIT Goods, such goods and services shall be subject to additional terms and conditions specific to each of the SEQUBIT Goods between SEQUBIT and Customer that are attached to this Order Form (the "SEQUBIT Specific Terms"). Signing this Order Form constitutes the Customers agreement to be bound to the terms and conditions of each of the SEQUBIT Goods that is attached to this Order Form.

3. Payment Terms. The terms of payment are as set forth in the Order Form. Unless the payment terms on the Order Form state otherwise, payment in full is required before SEQUBIT shall be required to order Third Party Goods or deliver SEQUBIT Goods. Any past due amounts shall accrue interest beginning from the date such amounts are due and payable at an annual rate of the lesser of 18%, or the maximum legal rate.

4. Cancellation. Unless otherwise stated in the Order Form, cancellation of all or part of any order is at the sole discretion of SEQUBIT.

5. Shipping. Unless otherwise stated in the Order Form, the shipment of Third Party Goods and SEQUBIT Goods shall be Ex Works the third party shipping location or the SEQUBIT shipping location, and Customer shall be liable for shipping costs and bear the risk of loss after the Third Party Goods or SEQUBIT Goods are delivered to the carrier. The shipping of Third Party Goods shall also be subject to the terms and conditions of shipping of such third party. SEQUBIT shall not be liable for the timing, delivery, risk of loss, or any form of liability in connection with the delivery and shipping of Third Party Goods. Any claims of Customer in connection with Third Party Goods shall be made directly by Customer to the applicable third party.

6. Inspection of Goods. Customer must accept deliveries and must inspect the Third Party Goods and SEQUBIT Goods delivered to Customer, and secure written acknowledgement from the transportation provider for any shortages, loss, damage or nonconformance. Customer must notify SEQUBIT in writing within two (2) days of receipt of any delivery of any shortages, defects or non-conforming goods. In the event Customer fails to notify SEQUBIT with such two (2) day period of any shortages, defects or non-conforming goods, the goods will be deemed accepted.

7. Returns. Customer may only return goods as permitted in these Terms. Third Party Goods and SEQUBIT Goods otherwise will be non-returnable and the prices and fees will be non-refundable. Third Party Goods are only returnable if the third party supplier of such goods accepts the return. Customer may only return erroneously shipped goods or goods that were damaged prior to shipment. Goods damaged after shipment may not be returned. Customer must obtain a valid return authorization number ("RMA") from SEQUBIT for all returns prior to returning any goods. SEQUBIT has no obligation to issue RMAs. Customer is responsible for ensuring that the RMA is clearly visible on the address label of the packaging and for complying with all other SEQUBIT requirements provided to Customer when the RMA is issued. Unless otherwise agreed in writing by SEQUBIT, all returns from Customer are Delivery Duty Paid (DDP) at SEQUBIT's designated facility, and title and risk of loss will transfer to SEQUBIT upon receipt and acceptance of returned goods at SEQUBIT's designated facility. SEQUBIT may refuse delivery of any package without a valid, clearly visible RMA. All goods erroneously shipped to Customer must be returned with the original packaging intact (including manufacturer's shrink wrap) and otherwise in unused, resalable condition. Credit, if any, will be provided for goods returned in accordance with SEQUBIT's return policies at the time the RMA was issued, provided Customer is not in breach of any of these Terms. If Customer returns any goods without SEQUBIT's authorization or does not comply with SEQUBIT's return requirements, those goods may be subject to return to the shipping location and, if refused, SEQUBIT may consider the goods abandoned and dispose of them, without crediting Customer's account. SEQUBIT reserves the right to charge a restocking fee for handling any goods that is erroneously returned. SEQUBIT's sole liability for any

returned Products will be acceptance of their return and issuance of credits pursuant to SEQUBIT's then current returns processing guidelines.

8. Software Licenses. For any Third Party Goods that are software products, the license to use such software shall be strictly between Customer and the third party supplier of such software. SEQUBIT has no authority to grant such license rights to Customer. Nothing in this Agreement shall be construed to constitute a grant of license rights in and to software of third parties.

9. Warranties of Third Party Goods. All Third Party Goods are manufactured by a third party. SEQUBIT is a reseller of Third Party Goods. For the avoidance of doubt, SEQUBIT MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THIRD PARTY GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

10. Warranties of SEQUBIT Goods. All warranties of SEQUBIT Goods are set forth in the applicable SEQUBIT Specific Terms. Other than any express warranties set forth in the applicable SEQUBIT Specific Terms, SEQUBIT MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SEQUBIT GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

11. Limitation of Liability. IN NO EVENT SHALL SEQUBIT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SEQUBIT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. Except as expressly set forth in a SEQUBIT Specific Terms, IN NO EVENT SHALL SEQUBIT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SEQUBIT FOR THE SEQUBIT GOOD THAT CAUSED SUCH LIABILITY.

12. Entire Agreement. These Terms, including any SEQUBIT Specific Terms, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

13. Amendments. No amendment to or modification of these Terms is effective unless it is in writing and signed by each Party.

14. Assignment. Customer shall not assign, transfer, delegate or subcontract any of its rights or obligations under these Terms without the prior written consent of SEQUBIT.

15. Successors and Assigns. These Terms are binding on and inures to the benefit of the Parties and their respective permitted successors and assigns.

16. Choice of Law. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

17. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, in any forum other than a state or federal court sitting in Dallas County, Texas.