



GENERAL TERMS AND CONDITIONS

IMPORTANT NOTICE: THESE GENERAL TERMS AND CONDITIONS (“GENERAL TERMS”) GOVERN THE PURCHASE AND SALE BY THE INDIVIDUAL OR ENTITY END USER (“CUSTOMER,” “END USER,” “YOU” OR “YOUR”) OF THE PRODUCTS AND SERVICES SET FORTH ON THE EXECUTED BUSINESS PROPOSAL (“BUSINESS PROPOSAL”) FROM QUADRANT SOFTWARE, LLC (“QUADRANT SOFTWARE,” “WE,” “OUR” OR “US”) OR ITS AUTHORIZED RESELLER. WE ARE WILLING TO SELL THE PRODUCTS AND SERVICES TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE GENERAL TERMS. IF YOU DO NOT AGREE TO ALL OF THE GENERAL TERMS, THEN WE ARE UNWILLING TO SELL THE PRODUCTS AND SERVICES TO YOU, IN WHICH EVENT YOU SHOULD RETURN THE PRODUCTS TO US OR TO OUR AUTHORIZED RESELLER WITHIN SEVEN (7) DAYS OF THE DATE OF PURCHASE FOR A FULL REFUND.

1. SCOPE. These General Terms govern the purchase and sale, and your use, of the Products and Services set forth on the Business Proposal, including all replacements, modifications and updates thereto. As used in these General Terms, (a) “Product” means the products identified on the Business Proposal, which may consist of one or more of (i) proprietary computer hardware (“Hardware”), and (ii) computer software program(s), including documentation (as further described in the Software Terms, as defined below, the “Software”); and (b) “Services” means Product maintenance and support services (“Maintenance”) and/or professional services (“Professional Services”), each as may be provided pursuant to the terms of the Maintenance Services Terms and Conditions (“Maintenance Terms”) or the Professional Services Terms and Conditions (“Professional Services Terms”), respectively, each as posted on the Internet at: <http://www.quadrantsoftware.com/wp-content/uploads/2012/12/QS-Professional-Services.pdf>. Future purchases of Products and Services shall be made by your execution of an additional Business Proposal, and if not rejected by us, the Products and Services identified therein shall be deemed added to the Products and Services hereunder.

SOFTWARE. The purchase and sale of licenses to, and your use of, the Software is governed by our Software License Terms and Conditions (“Software Terms”), as posted on the Internet at: <http://www.quadrantsoftware.com/wp-content/uploads/2012/12/QS-License-Terms-and-Conditions.pdf>, as may be revised from time to time. In the event of any conflict between these General Terms and the Software Terms or the terms of any shrink-wrap or click-wrap End User License Agreement included with the Product, these General Terms shall control.

2. HARDWARE.

(a) Identification. The Hardware is specified on the Business Proposal. Hardware may be manufactured from new or refurbished parts warranted as new.

(b) Title; Risk of Loss. Title to the Hardware is transferred to you upon shipment, F.O.B. our shipping dock. We reserve a purchase money security interest in the Hardware until payment in full for the Hardware is received. In the case of a feature, conversion or upgrade involving the removal of parts which become our property, we reserve a security interest until payment in full for the Hardware is received and the removed parts are returned. You agree to execute any document necessary or appropriate to permit us to perfect our security interests.

(c) Installation. Unless otherwise set forth on the Business Proposal, you are responsible for providing the specified physical environment for the Hardware, and installing the Hardware and the Software on the designated hardware device(s) set forth on the Business Proposal (each a “Designated Machine”).

(d) Features, Conversions and Upgrades. Features, conversions and upgrades shall only be installed on the applicable Designated Machine. You are responsible for obtaining any approvals necessary for such installations and related transfers.

(e) Licensed Internal Code. The Hardware may contain firmware and operating and other internal software (collectively, “Code”). Quadrant Software or its licensors own all rights to the Code. Customer is hereby granted a limited license to use the Code in object code form and solely as fully integrated into the Hardware to enable the Hardware to function in accordance with its specifications. Neither you nor any third party shall: (i) translate, reverse engineer, decompile or disassemble (except to the extent expressly allowed under applicable law without possibility of waiver) the Code or otherwise attempt to

discover the source code of all or any portion of the Code; (ii) modify, unbundle, translate or create derivative works of all or any portion of the Code; (iii) copy the Code (other than a single copy of the Code solely for inactive back-up or archival purposes, and provided that such copy includes all copyright, government restricted rights and other proprietary notices or legends included on the Code); (iv) use the Code for application development purposes; (v) allow third parties to remotely access and use the Code over the Internet; (vi) sell, resell, license, sublicense, rent, lease, timeshare, offer to sell or host the Code; (vii) act as a facility manager, service bureau, ISV, VAR or OEM with respect to the Code; (viii) in any other way distribute or transfer the Code to any third party in violation of these General Terms; or (ix) remove any proprietary markings, copyright notices, government restricted rights notices, logos, trademarks, trade names or labels on the Code. You may transfer possession of the Code to another party only with the transfer of the Hardware, provided that (A) you destroy or transfer to the other party all of your copies of the Code, and (B) the transferee accepts the terms of this section in writing. Except as expressly set forth in this section, no licenses of any kind are granted hereunder, whether by implication, estoppel or otherwise, to the Code. You acknowledge that the Code may include features that ensure that your use of the Code complies with these General Terms.

3. PAYMENT TERMS.

(a) Fees and Payment. Prices for Products and Services are exclusive of sales or value-added taxes and import and export fees. Payment is due within thirty (30) days after the date of our invoice, and must be made in U.S. dollars unless otherwise indicated. Interest shall accrue on late payments at the rate of one-and-one-half percent (1.5%) per month (or the highest rate permitted by law, whichever is lower) from the due date until the date paid in full. You will be responsible for all reasonable expenses (including attorneys' fees) that we may incur in collecting undisputed late, unpaid or delinquent amounts. Unless otherwise noted on the Business Proposal, travel and expenses incurred by us in delivering Professional Services are not included.

(b) Taxes. You are responsible for the payment of all taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties and any other similar taxes and duties, including penalties and interest, imposed by any government entity on the sale and license of the Products and Services.

4. TERMINATION. We may terminate any Business Proposal or document thereunder in whole

or in part at any time by written notice to you in the event that you: (a) fail to comply with any provision(s) of the Business Proposal or the documents referenced herein; or (b) become insolvent or make an assignment for the benefit of creditors; or a receiver or similar officer is appointed to take charge of all or part of your assets and such condition(s) is not cured within thirty (30) days

5. CONFIDENTIAL INFORMATION.

(a) Definition. For the purpose of these General Terms, the following shall be deemed "Confidential Information": (i) Products and Services, (ii) proposals, quotations and Business Proposals, (iii) the Software Terms, Maintenance Terms, Professional Services Terms and these General Terms, and (iv) any information that one party provides to the other party that is identified at the time of disclosure as confidential, including information that is provided prior to the date of a Business Proposal.

(b) Use. The party receiving Confidential Information (the "Receiving Party") of the disclosing party ("Disclosing Party") will use such Confidential Information only as contemplated hereunder. The Receiving Party will protect the confidentiality of such Confidential Information using the same degree of care that it uses to protect its own similar information, but in no event less than a reasonable degree of care, and shall not disclose such Confidential Information to any other party, except (i) to those employees or contractors of the Receiving Party who require access to the Confidential Information to perform their duties and who are bound by written agreement not to disclose third-party confidential or proprietary information, or (ii) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent such disclosure. Nothing in these General Terms will prohibit or limit either party's use of information (A) previously known to it without obligation of confidence, (B) independently developed by or for it without reference to the other party's Confidential Information, (C) acquired by it from a third party which is not under an obligation of confidentiality with respect to such information, or (D) which is or becomes publicly available through no breach of an obligation owed by the Receiving Party to the Disclosing Party.

(c) Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party shall be entitled to seek equitable relief, including temporary restraining order(s) and injunctions, in addition to all other remedies, for any violation or threatened violation of this section. In the event of any conflict between this

section and a separate non-disclosure agreement entered into by the parties, this section will take precedence. Within five (5) days after Disclosing Party's request, Receiving Party shall return or destroy the Disclosing Party's Confidential Information.

6. WARRANTY.

(a) Hardware Warranty. We warrant to you that for one (1) year beginning on our shipment of the Hardware the Hardware (including the Code) will conform to its material specifications. If the Hardware fails to comply with this limited warranty (a "Defect"), we will, at our option and cost, repair or replace the Hardware, provided that you return the Hardware if the correction of such Defect requires Hardware replacement. This is your sole and exclusive remedy for a breach of the above limited warranty.

(b) Software Warranty. The Software is warranted pursuant to the Software Terms, as posted on the Internet at: <http://www.quadrantsoftware.com/wp-content/uploads/2012/12/QS-License-Terms-and-Conditions.pdf>.

(c) Services Warranty. The Services are warranted pursuant to the Maintenance Services Terms or the Professional Services Terms, as applicable, as posted on the Internet at: <http://www.quadrantsoftware.com/wp-content/uploads/2012/12/QS-Professional-Services.pdf> and: <http://www.quadrantsoftware.com/wp-content/uploads/2012/12/Quadrant-Maintenance-Terms-and-Conditions.pdf>, respectively.

(d) Hardware Return Procedures. Prior to your return of any Hardware pursuant to Section 6(a), a return material authorization ("RMA") must be obtained from us. You will return the Hardware with the RMA form to our designated repair facility, with a written statement describing the Defect. We shall only be obligated under the Hardware warranty for Defects that are reproducible by us. We will pay for the return shipping costs of repaired or replaced Hardware to you. Replacement Hardware will be warranted for the remaining warranty period of the original Hardware.

(e) Exceptions to Hardware Warranty. Neither we nor our licensors or suppliers shall have any responsibility for: (i) correcting Defects in any Hardware that has been modified, repaired or altered by you or any third party; (ii) Defects due to a failure of computer hardware, equipment or software not provided by us; (iii) accident, neglect, misuse, failure of electric power, adverse environmental conditions, catastrophe, or your negligence or improper use, or (iv) any Hardware that has not been maintained in accordance with its specifications.

(f) Disclaimer of Warranties. TO THE EXTENT ALLOWED BY LAW, EXCEPT AS SET FORTH ABOVE, WE AND OUR LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE TO DESCRIPTION, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

7. LIMITATION OF LIABILITY. NEITHER WE NOR OUR LICENSORS OR VENDORS SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES IN CONNECTION WITH THESE GENERAL TERMS OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, LOSS OF CONTENT OR LOSS OF DATA, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, AND EVEN IF WE OR OUR LICENSORS OR VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THESE GENERAL TERMS FAILS OF ITS ESSENTIAL PURPOSE. NEITHER WE NOR OUR LICENSORS OR VENDORS SHALL HAVE ANY LIABILITY FOR ANY DAMAGES ARISING FROM THE USE OF THE PRODUCT IN ANY HIGH-RISK ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, MEDICAL CARE SYSTEMS, LIFE SUPPORT OR WEAPONS SYSTEMS. OUR AND OUR LICENSORS' AND VENDORS' AGGREGATE LIABILITY UNDER THESE GENERAL TERMS WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCT OR THE SERVICE GIVING RISE TO THE LIABILITY IN THE PRECEDING TWELVE (12) MONTH PERIOD. ADDITIONALLY, IN NO EVENT SHALL OUR VENDORS OR LICENSORS (AND THEIR RESPECTIVE VENDORS OR LICENSORS) BE LIABLE FOR ANY DIRECT DAMAGES UNDER THESE GENERAL TERMS.

8. EXPORT. You agree to comply with all export and re-export laws and regulations imposed by the U.S. Government and the government of the United Kingdom with respect to the Hardware, the Software, the Documentation and any other technical data received from us.

9. GOVERNING LAW. These General Terms are governed by and construed in accordance with the laws of The Commonwealth of Massachusetts and the federal U.S. laws applicable therein, excluding its choice of law provisions, and you agree to submit to the personal and exclusive jurisdiction of the courts located in Suffolk County, Massachusetts. Notwithstanding the foregoing, you acknowledge that a breach by you of these General Terms may cause irreparable harm to us or our licensors for which a remedy at law would be inadequate, and therefore you agree that we may have the right to seek immediate injunctive relief to enforce these General Terms, in addition to any other rights and remedies we or our licensors may have. You acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these General Terms. The remedies contained herein are cumulative and in addition to any other remedies at law or equity.

10. NOTICES. Any notices required or authorized to be given shall be in writing and shall be sent to the address of the party set forth on the Business Proposal or to such other address as either party may from time to time specify in writing in accordance with this section. Any such notice may be delivered personally, by overnight courier service or facsimile transmission and will be deemed to have been received: by hand delivery, at the time of delivery; by courier service, the day after delivery to an overnight courier service; and by facsimile transmission,

immediately on transmission provided that the facsimile confirmation report shows that the facsimile transmission was successfully transmitted.

11. PUBLICITY. Customer hereby consents to the inclusion of Customer's name and logo in a customer listing as part of Quadrant Software's website, marketing materials or press releases.

12. MISCELLANEOUS. You may not assign your rights or delegate your obligations under these General Terms without our prior written consent. The failure of either party to require performance by the other party of any provision of these General Terms shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision of these General Terms be taken or held to be a waiver of the provision itself. If any provision of these General Terms is found void and unenforceable, it will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision. These General Terms, and the documents referenced in these General Terms, form the entire agreement between Customer and Quadrant Software relating to the Products and the Services and supersede any and all prior or contemporaneous purchase order, invoice, communication, advertising, representation, understanding or agreement relating thereto. These General Terms may only be amended or modified by a writing that is signed by the duly authorized representatives of both parties.