



Standard Terms and Conditions of Sale

THE TERMS AND CONDITIONS SET FORTH BELOW CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BLUE SPRUCE MULTIMEDIA COMPANY NORTH AMERICA, INC. AND CUSTOMER WITH RESPECT TO THE PURCHASE OF THIRD-PARTY PRODUCTS OR SOFTWARE (“PRODUCTS”), THIRD-PARTY MAINTENANCE SERVICES (“MAINTENANCE”) AND/OR BLUE SPRUCE MULTIMEDIA COMPANY STAGING, INSTALLATION AND/OR PACKAGED CONSULTING SERVICES (“SERVICES”) IDENTIFIED IN THE ATTACHED BLUE SPRUCE MULTIMEDIA COMPANY QUOTE UNLESS A SIGNED AND EFFECTIVE WRITTEN AGREEMENT FOR THE PURCHASE OF SUCH PRODUCTS, MAINTENANCE AND/OR SERVICES IS IN EFFECT BETWEEN CUSTOMER AND BLUE SPRUCE MULTIMEDIA COMPANY . IN THE EVENT OF A CONFLICT BETWEEN SUCH AN AGREEMENT AND THESE STANDARD TERMS AND CONDITIONS OF SALE, SUCH AGREEMENT SHALL CONTROL.

1. **CUSTOMER ORDER.** Customer may accept the attached Blue Spruce Multimedia Company offer to sell (“Quote”) by issuing a purchase order in response to such Quote (each accepted Quote constitutes a “Customer Order”). Customer shall be deemed to unconditionally accept these terms and conditions by issuing such purchase order. No terms and conditions specified or preprinted on any Customer purchase order or other form of acceptance shall add to or modify these terms and conditions. Weaverville, North Carolina shall be the acceptance and fulfillment location for any Customer Order.

2. **PRICES AND TAXES.** All Quotes are valid for thirty (30) days unless otherwise specified. All invoice prices are those specified in the Quote accepted by Customer. Prices do not include applicable taxes and, unless expressly identified and itemized, do not include freight, handling or insurance. Products, Maintenance or Services purchased for delivery outside of the United States may be subject to required and non-recoverable Value Added Tax or similar indirect sales related taxes (collectively, “VAT”), and Customer hereby agrees to reimburse Blue Spruce Multimedia Company for the total amount of such VAT incurred which will be invoiced as an international logistics fee.

3. **TRADE INS.** If a Customer Order includes a trade-in allowance then Customer shall comply with the return requirements of the manufacturer's trade in agreement. Any such trade-in goods must be received by the manufacturer on or before the date specified in the trade in agreement or, if no such agreement exists, by the sooner of the date specified in a Quote or sixty (60) days from delivery of the replacement goods. If Customer fails to return trade-in goods as required the trade-in allowance shall be forfeited and Customer will pay Blue Spruce Multimedia Company for the trade in allowance amount.

4. **PAYMENT AND INVOICING TERMS.** Payment in full of all invoices is due thirty (30) days from date of invoice. Payment terms are subject to Customer maintaining a credit status acceptable to Blue Spruce Multimedia Company. Invoices for Products are issued upon shipment of Products from the manufacturer. Invoices for Services are invoiced at the start of any Service. Blue Spruce Multimedia Company has the right to charge a late payment fee of one and one half percent (1.5%) of the outstanding balance per month for each month, or partial month, any undisputed invoice remains unpaid beyond its due date. Customer will pay collection fees incurred by Blue Spruce Multimedia Company to effect settlement of any undisputed past due invoice. Products shipped to a Blue Spruce Multimedia Company facility for Services will be invoiced upon shipment from the manufacturer. Upon request, Blue Spruce Multimedia Company will cooperate with Customer's third party leasing company to facilitate payment of the Customer Order by the leasing company. Notwithstanding the foregoing, Customer remains primarily responsible and liable for complete and timely payment of all invoices issued hereunder. Any Products delivered to a Blue Spruce Multimedia Company facility for Services will be shipped to Customer no later than ten (10) days after completion of such Service and Customer shall accept delivery of all such Products.

5. **SHIPPING AND DELIVERY.** All shipments by Blue Spruce Multimedia Company are F.O.B. origin or as may be applicable under the International Delivery terms below. Title and risk of loss to Products shall pass to Customer upon delivery to the common carrier. Customer is responsible for all freight, handling and insurance charges which shall be in addition to the price of the Products in the Quote. The carrier is not an agent of Blue Spruce Multimedia Company and in no event shall Blue Spruce Multimedia Company have any liability for loss or damage during shipment. Blue Spruce Multimedia Company shall endeavor to initiate shipment and schedule delivery as close as possible to Customer's requested delivery dates and Customer acknowledges that any delivery dates provided by Blue Spruce Multimedia Company are estimates only. Blue Spruce Multimedia Company shall not be liable for any delay in delivery or for failure to give notice of such delay. Customer shall accept and pay for partial shipments of Products.

6. **SECURITY INTEREST.** Customer hereby grants and Blue Spruce Multimedia Company retains a security interest in all Products purchased hereunder, and such security interest is released when payment in full is received by Blue Spruce Multimedia Company.

7. **EXPEDITED DELIVERY.** Customer may request Expedited Delivery of Products. "Expedited Delivery" means shipment of Products within a time frame that is sooner than the earliest date of availability from the manufacturer. If Blue Spruce Multimedia Company accepts such request Blue Spruce Multimedia Company will assess an Expedited Delivery fee equal to two percent (2%) of the unit list price for the

applicable Products unless otherwise specified in a Quote. Products shipped under Expedited Delivery may have distributor part

numbers that do not match the manufacturer part numbers and will be at the standard operating system revision level as supplied by the distributor.

8. CANCELLATION OF ORDERS. No Customer Order for Products or Maintenance may be cancelled or modified without Blue Spruce Multimedia Company's consent. If Blue Spruce Multimedia Company consents to a Customer cancellation or modification request, Customer agrees to pay all actual resulting costs, expenses and fees incurred by Blue Spruce Multimedia Company from the manufacturer, the supplier and/or its shippers. Customer Orders for Services may be cancelled upon ten (10) days prior written notice. Customer will pay for all Services delivered through the date of cancellation.

9. RETURN POLICY. All sales are final other than for Products that do not meet manufacturer specifications or that are not included in the Customer Order. Customer must notify Blue Spruce Multimedia Company of any damaged or defective Products or discrepancy in shipment quantity or type and request a Return Material Authorization ("RMA") consistent with the manufacturer's return policies. All RMA's issued are valid for the period of time allowed by the manufacturer after which time the RMA will be cancelled. No return of Products will be accepted without an RMA. A credit for properly returned items less any restocking or other related charges imposed by the applicable third party manufacturer or supplier will be entered against the original invoice for the returned items. Products returned due to a shipping error or in accordance with warranty terms are not subject to restocking fees. Customer must ship returned Products prepaid to the specified warehouse location. Blue Spruce Multimedia Company will reimburse Customer's shipping costs for Products returned due to a shipping error. Returned Products must be in the original shipping cartons, undamaged, unused and unaltered. Opened software is not returnable. Blue Spruce Multimedia Company shall have the right to reject return of items and/or impose additional charges which Customer agrees to pay for any equipment received without an RMA and/or in a condition other than described.

10. WARRANTY. All Products and Maintenance purchased hereunder are subject to the warranties provided by the manufacturer. Blue Spruce Multimedia Company hereby transfers to Customer such transferable warranties Blue Spruce Multimedia Company receives from the applicable manufacturer as legally permissible. Blue Spruce Multimedia Company warrants that its Services will be performed by qualified individuals in a professional and workmanlike manner conforming to generally accepted industry standards and practices. Services are supported against defects in workmanship for thirty (30) days after delivery. BLUE SPRUCE MULTIMEDIA COMPANY MAKES NO WARRANTY AS TO THE RESULTS OF ANY SERVICES PROVIDED. EXCEPT AS SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND MAINTENANCE ARE PROVIDED "AS IS" AND BLUE SPRUCE MULTIMEDIA COMPANY DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NON-INFRINGEMENT.

11. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF BLUE SPRUCE MULTIMEDIA COMPANY UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO MONEY PAID TO BLUE SPRUCE MULTIMEDIA COMPANY UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY AND IN THE CASE OF DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PRODUCT SHALL, UNDER ANY LEGAL OR EQUITABLE THEORY, BE FURTHER LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR SUCH PRODUCT. IN NO EVENT SHALL BLUE SPRUCE MULTIMEDIA COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES EVEN IF BLUE SPRUCE MULTIMEDIA COMPANY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

12. **SERVICES.** Customer may purchase Blue Spruce Multimedia Company Services identified in a Quote. Custom project-based services require a statement of work between the parties and are not governed by these terms and conditions. All prices for Services in the attached Quote are based on work being performed during normal business hours (Monday through Friday). Security arrangements and access for Blue Spruce Multimedia Company at the Customer's location is the responsibility of Customer. Service prices for installations assume Customer provides a complete list of the installation sites at least two (2) weeks prior to the Services commencement. Customer will notify Blue Spruce Multimedia Company in writing of cancellations of scheduled site visits no less than five (5) business days prior to such scheduled site visit. Customer changes to the number of devices/office locations to be implemented may result in changes to prices and delivery requirements. Other than Customer Content, Blue Spruce Multimedia Company retains ownership rights to all intellectual property, including but not limited to all methodologies, tools, techniques or software, used or developed by Blue Spruce Multimedia Company during and as a result of Services provided hereunder. "Customer Content" means the specific data that results from the delivery of the Service and that is unique to the Customer, including Customer's systems design and configuration specifications and related reports.

13. **MAINTENANCE.** Any Maintenance resold by Blue Spruce Multimedia Company hereunder, is subject to the terms and conditions for such services identified by the third party provider. Blue Spruce Multimedia Company is not a party to any such third party terms and conditions.

14. **SOFTWARE.** Any software delivered under this Agreement is subject to the license terms provided with it. All software license terms are established directly between the Customer and the owner or licensor of the software. Blue Spruce Multimedia Company is not a party to any such software license and makes no warranties or representations related to the ownership, use or operation of the software.

15. **GOVERNING LAW.** All transactions made under this Agreement will be governed by the applicable state laws for the state of North Carolina, excluding any conflict of laws rules that may apply in such state. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the applicable court in North Carolina. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Each Party agrees to comply with the U.S. Foreign Corrupt Practices Act (15 U.S.C. 78(dd)(i) et seq., as the same may be amended) and with the anti-bribery laws and regulations of any other country having

jurisdiction over the transactions contemplated hereby. Customer acknowledges and agrees that it has the ability to access each URL referenced in any Quote. Customer waives any claims or defenses to the validity or enforceability of this Agreement arising from any electronic submission of it to Customer.

16. **EXPORT ADMINISTRATION.** Each Party shall comply with all relevant export and sanctions laws and regulations of the United States to assure that neither any software deliverable, nor any direct product thereof is (a) exported or re-exported, directly or indirectly, in violation of any export laws, or (b) intended to be used for any purposes prohibited by any export laws, including without limitation, nuclear, chemical, or biological weapons proliferation, or (c) made available to any prohibited person or entity, as such terms are defined under applicable laws and regulations administered by the U.S. Office of Foreign Assets Control.

Questions/Contact Us

If you have questions about the Web Site, the terms and conditions of sales that occur on the Web Site, please contact the Blue Spruce Multimedia Company Help Desk by sending an email to info@bluesprucemultimedia.us.

Effective September 17, 2008.

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