CUSTOMER TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") between HYVE SOLUTIONS CORPORATION, on behalf of itself and its subsidiaries (together "Hyve Solutions") and the entity purchasing products from Hyve Solutions ("Buyer") govern Hyve Solutions’ sale, license, resale and distribution, as applicable, of hardware, products, services and software (collectively "Products") to Buyer. Any conflicting terms in Buyer’s purchase order or elsewhere are without effect unless signed by the applicable party(ies). All Buyer purchases from Hyve Solutions are deemed to be purchases pursuant to a written agreement.

1- ACCEPTANCE: Buyer accepts these Terms and Conditions through any of the following, whichever occurs first: (a) Buyer submits a purchase order, whether electronically, by phone, or in writing ("Order") to Hyve Solutions regardless of whether the Products ordered are ever delivered or if the purchase order is completely or partially fulfilled, rejected, modified or cancelled; (b) Buyer provides written acknowledgment; (c) Buyer accepts any shipment of any Products; (d) Buyer’s application for credit is submitted to Hyve Solutions; (e) access of any Hyve Solutions e-commerce website using Buyer’s ID and password; or (f) Buyer performs any other act or expression of acceptance. All Orders are subject to Hyve Solutions acceptance, which may occur in writing, Electronic Data Interchange ("EDI") acknowledgment, or execution of the Order. Acceptance is expressly limited to these Terms and Conditions in their entirety without addition, modification or exception. Hyve Solutions rejects any term, condition, or proposal submitted by Buyer (whether oral or in writing) which are inconsistent with or in addition to these Terms and Conditions. Hyve Solutions’ silence or failure to respond to any subsequent or different term, condition, or proposal shall not be deemed to be Hyve Solutions' acceptance.

2- ORDERS: Orders shall be submitted in writing to Hyve Solutions by postal delivery, courier delivery, facsimile transmission, or electronic transmission. All orders are subject to Hyve Solutions acceptance. Once Hyve Solutions accepts an order Buyer may not change, cancel or reschedule such order. Hyve Solutions reserves the right to schedule and reschedule any order, with notice to Buyer, at Hyve Solutions reasonable discretion, and to decline any order for any reason, or no reason, in Hyve Solutions sole discretion.

3- DELIVERY: Delivery shall be made in accordance with Hyve Solutions’ shipping policy in effect on the date of shipment. Product title and risk of loss will transfer to Buyer upon Hyve Solutions tendering the Product for delivery to the carrier (F.O.B. Origin). If Buyer requests special shipping or handling, including expedited shipment, third-party billing, or freight collect, Buyer shall be responsible filing claims with the carrier and all freight and handling costs. Buyer shall pay for any special routing, packing, handling or insurance requested by Buyer and agreed
to by Hyve Solutions. Orders shipped under special routing instructions must be separately agreed upon and may be subject to additional charges. Hyve Solutions will not be subject to requirements of non-compliance programs of Buyer, including charges for product delays, missing/inaccurate shipping documents, labeling or product markings. Buyer shall promptly notify Hyve Solutions, no later than 30 days from invoice date, of any claimed shortages or rejection as to any delivery, with the exception of deliveries that reveal external shipping damage, which, in some instances, must be refused immediately upon delivery by the carrier. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to provide any such notice within such time shall be deemed an acceptance in full of any such delivery. Hyve Solutions shall not be liable for any shipment delays that affect Hyve Solutions or any of Hyve Solutions’ suppliers, including but not limited to delays caused by unavailability or shortages of Products from Hyve Solutions’ suppliers, natural disasters, acts of war or terrorism, acts or omissions of Buyer, fire, strike, riot, or governmental interference, unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures.

4- PRICES: Prices payable by Buyer for the Products are specified on the invoice. Hyve Solutions does not offer price protection. Buyer shall bear all applicable federal, state, provincial, municipal and other government taxes (such as sales, use and similar taxes), as well as import or customs duties, license fees and similar charges, however designated, levied on this sale or the Products (or the delivery thereof) or measured by the purchase price hereunder. Hyve Solutions’ prices do not include such taxes, fees and charges. Exemption certificates must be presented prior to shipment if they are to be honored. To the extent any sale is made without the prior receipt of a valid exemption certificate, Hyve Solutions expressly reserves the right to include on the invoice for such sale, or to separately invoice Buyer for all applicable taxes, fees and charges and Buyer agrees that these amounts shall be immediately due and payable.

5- PAYMENT TERMS: Buyer shall provide all financial information reasonably requested by Hyve Solutions from time to time for the purpose of establishing or continuing Buyer’s credit limit. Buyer agrees that Hyve Solutions shall have the right to decline or extend credit to Buyer and to require that the applicable purchase price be paid prior to shipment. Hyve Solutions shall have the right from time to time, without notice, to change or revoke Buyer’s credit limit on the basis of changes in Hyve Solutions credit policies or Buyer’s financial condition and/or payment record.

6- INVOICES: Invoices are due and payable within the time period noted on your invoice, or if not noted, then within 30 days, measured from the date of the invoice, subject to continuing credit approval by Hyve Solutions, such approval may be revoked without further notice from
Hyve Solutions. Hyve Solutions may invoice parts of an order separately or may invoice purchases of the Products and Services in one invoice to Buyer. Hyve Solutions is not responsible for pricing, typographical, or other errors in any offer, and reserves the right to cancel orders arising from such errors. Buyer agrees that all invoices shall be deemed accurate unless Buyer advises Hyve Solutions in writing of a bona fide, material error within fourteen (14) days of the date of such invoice. In the event that Buyer advises Hyve Solutions of a material error, (i) payment of any amounts corrected or modified by Hyve Solutions in writing shall be due within fourteen (14) days of such correction, and (ii) all other amounts shall be paid by Buyer by the invoice due date. In the event Buyer withholds payment of any invoiced amounts upon an assertion by Buyer that such amounts are erroneous, and Hyve Solutions subsequently concludes that such invoiced amounts are accurate, Buyer shall pay interest on such amounts as described below from the due date for such amounts until Hyve Solutions receipt of those amounts. In no case shall Buyer be entitled to offset, defer or deduct any invoiced amounts that Hyve Solutions determines are not erroneous following the notification process set forth above. Buyer shall not deduct any amounts from any Hyve Solutions invoice without Hyve Solutions express written approval, which approval shall be contingent upon Buyer providing all supporting documentation for such deduction as required by Hyve Solutions. Deductions received by Hyve Solutions without advance notice will be denied. No Program fees may be deducted from invoices. If Buyer fails to make timely payment of any amount invoiced by Hyve Solutions, Hyve Solutions shall have the right, in addition to any and all other rights and remedies available to Hyve Solutions at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Buyer. Buyer shall pay all costs of collection including reasonable attorneys’ fees. A service charge of the lesser or one and one-half percent (1 1/2%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due.

7- SECURITY INTEREST: Hyve Solutions reserves a purchase money security interest in each unit of the Products sold to Buyer in the amount of the purchase price therefor. This interest shall be satisfied by payment in full for such units of the Products. Buyer agrees to execute, and to allow Hyve Solutions to file, any and all documents, including, without limitation UCC documents, as may be reasonably necessary to perfect such purchase money security interest.

8- EXPORT: All Products delivered to Buyer hereunder, if sold in the United States, are intended for use in the United States only. Shipment of the Products outside the United States may require a valid export license.

9- WARRANTIES: Hyve Solutions warrants to Buyer that each of the Products manufactured, configured or tested by Hyve Solutions shall have been manufactured, configured and tested in
conformance with the Specifications therefor and be free from material defects in workmanship under normal use and service for a period of ninety (90) days after shipment by Hyve Solutions. “Specification” or “Specifications” shall mean the specifications for the Products, as provided by Buyer and accepted in writing by Hyve Solutions, and as revised from time to time upon mutual written agreement of the parties. Hyve Solutions sole obligation under this warranty is limited to replacing, repairing, or issuing credit for any Products that do not substantially conform to such Specifications or are materially defective in workmanship. Hyve Solutions shall repair or replace any such Product, and deliver the repaired or replacement unit to Buyer, within forty-five (45) days of Hyve Solutions receipt of such Product. No units of Products for which action may be required under this warranty shall be returned to Hyve Solutions manufacturing facility, F.O.B. Buyer, without an accompanying Hyve Solutions Return Merchandise Authorization (“RMA”) number, which Hyve Solutions shall grant on request upon Buyer showing a reasonable basis for such return. Any authorized deductions for returned Products must include Buyer’s customer tracking number and RMA number. In the event a returned unit of a Product is found not to substantially conform to such Specifications or to be materially defective in workmanship, Hyve Solutions shall be responsible for the cost of shipping such unit of Product to Hyve Solutions and back to Buyer. If a returned unit of Product is not so found, Buyer shall be responsible for such costs of shipping. Buyer shall cooperate with Hyve Solutions in its efforts to determine whether a material defect in a unit of Product exists and to repair any materially defective unit of Product.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT AND FOR ALL OTHER OBLIGATIONS OR LIABILITIES ON HYVE SOLUTIONS PART.

HYVE SOLUTIONS NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR HYVE SOLUTIONS, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF PRODUCTS TO BUYER. THIS WARRANTY SHALL NOT APPLY TO ANY UNITS OF PRODUCTS WHICH SHALL HAVE BEEN REPAIRED OR ALTERED OTHER THAN BY HYVE SOLUTIONS OR WHICH SHALL HAVE BEEN SUBJECT TO MISUSE, NEGLIGENCE, OR ACCIDENT. HYVE SOLUTIONS SHALL NOT BE LIABLE FOR PERSONAL INJURY RESULTING DIRECTLY OR INDIRECTLY FROM THE DESIGN, MATERIAL, OPERATION OR INSTALLATION OF ANY UNITS OF PRODUCTS.

10- INDEMNIFICATION: Buyer will indemnify, defend, and hold Hyve Solutions harmless from and against any and all liabilities, losses, and damages (including but not limited to, reasonable attorney's fees, and costs of establishing rights to indemnification) for any claim including: (i) breach by Buyer of any warranty, representation, or covenant under these Terms and Conditions; (ii) breach or violation by Buyer of any agreement with a vendor or the rights of a Vendor, respectively; (iii) non-compliance with requirements of these Terms and Conditions;
(iv) claims arising from Buyer's negligence or willful misconduct; (v) claims arising from (1) Hyve Solutions' compliance with Buyer's designs, specifications or instructions; (2) modifications of any Product by anyone other than Hyve Solutions; or (3) use or sale of Products in combination with other products or in violation of the applicable specifications and/or documentation.

11- LIMITATION OF LIABILITY: HYVE SOLUTIONS SHALL NOT BE LIABLE TO BUYER, BUYER’S CUSTOMERS, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, OR INJURY THAT RESULTS FROM THE USE OR APPLICATION BY BUYER, BUYER’S CUSTOMER, OR ANY OTHER PARTY, OF PRODUCTS DELIVERED TO BUYER, UNLESS THE LOSS OR DAMAGE RESULTS DIRECTLY FROM THE INTENTIONALLY TORTIOUS OR FRAUDULENT ACTS OR OMISSIONS OF HYVE SOLUTIONS. IN NO EVENT SHALL HYVE SOLUTIONS BE LIABLE TO BUYER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS BY HYVE SOLUTIONS, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR BY BUYER HEREUNDER. IN NO EVENT SHALL HYVE SOLUTIONS BE LIABLE TO BUYER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH HYVE SOLUTIONS BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS AND CONDITIONS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OF PERFORMANCE OF ANY PRODUCTS OR INFORMATION HYVE SOLUTIONS SHALL PROVIDE HEREUNDER, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES.

12- CONFIDENTIALITY: The receiving party shall protect the confidentiality and secrecy of the disclosing party’s Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of three (3) years from the date of such disclosure. Each party must inform its employees having access to the other’s Confidential Information of restrictions required to comply with this Section. Each party agrees to provide notice to the other immediately after learning of or having reason to suspect a breach of any of the restrictions of this Section. Notwithstanding the foregoing, each party may disclose the other
party’s Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure. Each party retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party’s possession pursuant only to a restrictive, nontransferable, nonexclusive license under which the receiving party may use such Confidential Information under the terms of this Agreement, solely for the purposes of satisfying its obligations hereunder. Each party understands that the party receiving Confidential Information may now or in the future be developing proprietary information internally, or receiving proprietary information from third parties in confidence that may be similar to disclosed Confidential Information. Nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, for itself or others that compete with the products, processes, systems or methods contemplated by disclosed Confidential Information. Each party acknowledges that any material violation of the rights and obligations provided in this Section 2 may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding the Governing Law Section of these Terms and Conditions, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

13- INDEPENDENT CONTRACTOR: Hyve Solutions and Buyer are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

14- FORCE MAJEURE Hyve Solutions is not liable for failures to perform (including, without limitation, delays in delivery) due to causes beyond its reasonable control (for example, acts of nature, acts or omissions of Buyer, operational disruptions, man-made or natural disasters, acts of war or terrorism, government interference, epidemic medical crises, materials or Product shortages, strikes, criminal acts, delays in delivery or transportation, riot, unavailability of labor, fuel or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures).

15- NOTICE: All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt.
16 LIMITATION ON USE

Buyer hereby acknowledges that Products are not intended for use in life support systems, critical care applications, human implantation, commercial aviation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage. Hyve Solutions hereby disclaims any liability or responsibility for risk of loss, expenses, cost, liability, litigation and/or potential adverse verdict or judgment in relation to any such use of the products.

17 GENERAL

Entire Agreement: These Terms and Conditions, along with (a) the terms and conditions on any Hyve Solutions invoice, (b) the terms and conditions of the Hyve Solutions credit application, and (c) the terms and conditions of any other agreement signed by authorized representatives of both Buyer and Hyve Solutions, constitute the entire agreement of the parties with respect to all sales by Hyve Solutions to Buyer, and supersedes any and all prior negotiations, representations and agreements, whether written or oral, between the parties. In the event of a conflict between these various terms and conditions, they will take effect in the following order of precedence: (1) any signed amendment or addendum to these Terms and Conditions; (2) these Terms and Conditions; and (3) the terms and conditions of Hyve Solutions’ Buyer credit application.

Each party acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any party. No other agreement, statement or promise modifies these Terms and Conditions unless it is in writing and signed by both parties. Any Hyve Solutions waiver or default of one or more of these Terms and Conditions is not a waiver of the remaining Terms and Conditions or of any future defaults. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of its rights.

Waiver of Jury Trial: EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Governing Law and Venue:

All contracts for the sale of the Products involving Hyve Solutions shall be governed and construed according to the laws of the State of California notwithstanding any choice of law provisions. Any provision of these Terms and Conditions that is prohibited or unenforceable under the laws of the State of California shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these Terms and Conditions. The venue for any disputes arising out of these Terms and Conditions shall be, at
Hyve Solutions' sole and exclusive option, Alameda County, California or the courts with proper jurisdiction at Buyer's location. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

**Trademarks:** Buyer will not use Hyve Solutions' name, logos, trademarks, or other intellectual property rights without Hyve Solutions' written consent. Buyer grants Hyve Solutions the limited right to use its logos and trademarks in any marketing and promotional materials associated with these Terms and Conditions.

**Accurate Information:** Buyer represents and warrants that the information provided in any documents to Hyve Solutions will be true and correct in all material respects and contains all information necessary so that the information is not materially misleading. Buyer acknowledges that Hyve Solutions is relying on the accuracy of the information provided by Buyer.

**Assignment and Survival of Obligations:** Buyer may not assign these Terms and Conditions without Hyve Solutions' prior written consent. Hyve Solutions may, without Buyer's consent, assign these Terms and Conditions, including all its amendments, attachments and addenda, and its rights and obligations to its successors, assigns or a purchaser of all or substantially all of its assets. All benefits of these Terms and Conditions will enure to the benefit of the assignee. All obligations under these Terms and Conditions that by their nature extend beyond termination, including without limitation all monetary obligations of either party to the other under these Terms and Conditions, will survive termination, remain in effect and bind all successors and assigns.