

HURRICANE TECHNOLOGIES, INC.

TERM AND CONDITIONS OF SALE OF COMPUTER HARDWARE

THESE TERM AND CONDITIONS FORM A PART OF THE INVOICE (“INVOICE”) FOR THE PURCHASE OF THE COMPUTER HARDWARE LISTED ON THE INVOICE (“COMPUTER HARDWARE”) BY THE PURCHASER NAMED ON THE INVOICE (“PURCHASER”).

1. Title. Upon payment to Hurricane of the purchase price set forth in the Invoice, title to the Computer Hardware shall vest in the Purchaser.

2. Delivery. The Computer Hardware will either be picked up by Purchaser from Hurricane’s office listed on the Invoice or delivered by Hurricane to Purchaser at the office listed on the Invoice. If delivered, Purchaser will pay the delivery charge, if any, listed on the Invoice.

3. Purchase Price, Taxes and Payment Terms. The purchase price for the Computer Hardware set forth on the Invoice (“Payment”) shall be paid pursuant to the terms set forth on the Invoice (“Purchase Price”). Purchaser will pay all taxes due on the Purchase Price. Purchaser shall pay a late charge of two percent (2%) per month on any amounts not paid when due as required on the Invoice, including without limitation the Purchase Price and taxes.

4. Maintaining Computer Site. Purchaser will have the exclusive responsibility for preparing and maintaining the site or site where the Computer Hardware will be delivered, stored and operated, including, without limitation, providing power and environmental requirements, wiring, and communications lines, as advised by Hurricane.

5. Limitation of Liability. IN NO EVENT SHALL HURRICANE BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, EVEN IF HURRICANE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR RELATED IN ANY WAY TO THE PURCHASE OF THE COMPUTER HARDWARE OR OTHER TERMS OF THE INVOICE OR HEREUNDER. HURRICANE’S LIABILITY TO PURCHASER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO HURRICANE BY THE PURCHASER PURSUANT TO THE INVOICE OR HEREUNDER.

6. Warranty. Hurricane warrants that, under normal use and maintenance, the Computer Hardware shall be free from defects in material and workmanship for a period of **NINETY (90)** days after the Computer Hardware is picked up by or delivered to the Purchaser (the “Warranty”). In the event that the Computer Hardware fails to meet the Warranty and Purchaser gives written notice to Hurricane thereof during the **NINETY (90) DAY** warranty period, Hurricane’s sole obligation shall be to correct the failure by repair, replacement or adjustment. THE WARRANTY IS THE SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, AND THERE ARE NO OTHER WARRANITES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANITES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser shall be solely responsible for the selection, use, efficacy and suitability of the Computer Hardware. Hurricane shall not be liable to Purchaser under the Warranty if (i) modifications are made to the Computer Hardware other than by Hurricane; (ii) attachments, features or devices are employed on the Computer Hardware that are not supplied by Hurricane or approved in writing by Hurricane; or (iii) the Computer Hardware is subject to misuse or abuse.

7. Termination/Cancellation. Hurricane may terminate or cancel the purchase if (i) Purchaser fails to pay Hurricane the Purchase Price, taxes and any other charges, if any, as set forth on and pursuant to the terms of the Invoice; (ii) Purchaser is in default of any other provision of the Invoice or these Terms and Conditions, or (iii) Purchaser becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy laws. In the event of any termination/cancellation of the Invoice by Hurricane, Hurricane shall provide written notice thereof to Purchaser and may declare all amounts owed to Hurricane to be immediately due and payable and cease performance of all of Hurricane's obligations without liability to Purchaser. The foregoing rights and remedies of Hurricane shall be cumulative with any other rights and remedies that Hurricane may have at law or in equity.

8. Software. Any and all software, if any, provided by Hurricane to Purchaser in connection with the Computer Hardware shall be subject to Hurricane's Terms and Conditions of the Sale of Software.

9. General. These terms and conditions are effective when signed and may only be amended by a writing executed by the Purchaser and Hurricane. These Terms and conditions shall be interpreted, enforced and governed by the laws of the State of New York without the principles of conflicts of laws. Purchaser agrees that all disputes hereunder shall be brought in courts located in New York State and that such forum is most convenient for the parties.