

NO FORM SHOULD BE USED UNLESS, AFTER CAREFUL REVIEW, IT IS THE PROFESSIONAL CONCLUSION OF LEGAL COUNSEL THAT IMPLEMENTATION OF SUCH FORM WILL ACCOMPLISH THE OBJECTIVES AND INTENTIONS FOR WHICH THE FORM WAS DESIGNED. RSPA ASSUMES NO RESPONSIBILITY RELATING TO THE USE OF THIS FORM AND RSPA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND ATTORNEYS HEREBY DISCLAIM ANY RESPONSIBILITY FOR, OR ANY LIABILITY RESULTING FROM, THE USE OF THIS FORM.

Canada

ADDITIONAL TERMS AND CONDITIONS

1. **PRICE.** Hardware, software, and services, are sometimes collectively referred to as the "System" herein. Buyer agrees to pay the purchase price for the System on the Date of Physical Delivery unless otherwise stated herein. Buyer's deposit(s) shall apply against the purchase price of the System. All transportation, insurance, license fees, and other such charge shall be paid by Buyer. There shall be added to the prices shown and Buyer agrees to pay the amount of any taxes resulting from this Agreement or any activities hereunder, exclusive, however, of taxes based upon net income of Seller. If no taxes are shown on this Agreement, Buyer remains responsible for any payment of pertinent Federal, Province, or other taxes.

2. **TITLES AND SECURITY INTEREST.** Seller shall transfer titles to the System, and license rights to any Software, to Buyer upon delivery and full payment. Buyer shall insure and keep the System in good order and repair until the purchase price has been paid in full and shall promptly pay all taxes and assessments upon the System or use of the System.

3. **RISK OF LOSS.** Risk of loss or damage to the System shall pass to Buyer upon delivery of the System to the carrier, or upon receipt of the goods at Buyer's location if not delivered by an independent carrier (regardless of whether the purchase price has been paid in full). Unless otherwise advised by Buyer, Seller may insure to full value the System shipped or declare full value thereof to the carrier at the time of delivery to the carrier and all such insurance costs shall be for Buyer's account. Confiscation or destruction of, or damage to, the System shall not in any way affect the liability of Buyer to pay the purchase price in full. Buyer shall inspect the System immediately upon delivery, and shall notify Seller immediately in writing of all defects in the System, including but not limited to defective materials, defective workmanship or that the System is not in good working order. Buyer shall immediately file claims with the carrier when there is evidence of shipping damage. Buyer's failure to so notify Seller or file claims with the carrier shall be conclusive evidence that no such defects or damages existed upon delivery.

4. **BUYER RESPONSIBILITIES AND ACCEPTANCE.** Buyer shall be responsible for timely site preparation including, but not limited to, the provision for adequate electrical power and sufficient number and type of electrical outlets, and sufficient workspace for Seller's personnel to perform installation services, if specified, and provide a suitable installation environment for the System. Buyer shall be responsible for hardware cabling except as specifically set forth herein to be provided by Seller. The System shall be deemed accepted by Buyer when the System has been physically delivered if Seller's installation services have not been specified. If Seller's installation services have been specified, the System shall be deemed accepted by Buyer when the System has been installed and made ready for use at the Buyer's site in accordance with the manufacturer's installation and operational specifications; and the Seller has tested to insure that all included hardware and software substantially meet the manufacturer's specifications or those contained in this Agreement.

5. **LIMITATION OF LIABILITY. SELLER REPRESENTS THAT THE SYSTEM WILL BE IN GOOD WORKING ORDER ON THE DATE OF PHYSICAL DELIVERY (OR DATE OF**

INSTALLATION, IF SERVICES ARE PROVIDED BY SELLER, AND FOR NINETY (90) DAYS THEREAFTER, AND THAT THE SYSTEM WILL CONFORM ON THE DATE OF THE DELIVERY (OR DATE OF INSTALLATION IF SERVICES ARE PROVIDED BY SELLER) TO MANUFACTURER'S PUBLISHED SPECIFICATIONS, IF ANY, ON THAT DATE. SELLER'S OBLIGATIONS HEREUNDER SHALL BE LIMITED SOLELY TO SELLER MAKING, AT SELLER'S COST AND EXPENSE, SUCH REPAIRS AND REPLACEMENTS AS ARE NECESSARY TO PUT THE SYSTEM IN GOOD WORKING ORDER AND TO CONFORM THE SYSTEM TO MANUFACTURER'S PUBLISHED SPECIFICATIONS, IF ANY, EACH AS OF THE DATE OF PHYSICAL DELIVERY OR INSTALLATION, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATIONS, DAMAGES FOR LOSS OF PROFITS OR LOST SAVINGS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOST OR CORRUPTED DATA, THEFT OF DATA AND THE LIKE, INCURRED BY THE OTHER PARTY ARISING OUT OF THESE TERMS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, A PARTY'S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY BUYER. ADDITIONAL PROTECTION IS AVAILABLE ONLY PURSUANT TO SELLER'S FORM OF SUPPORT PLAN AGREEMENT FOR HARDWARE REPAIR AND/OR SOFTWARE SUPPORT OF THE SYSTEM PURCHASED FROM SELLER. BUYER MAY BE ENTITLED TO THE BENEFIT FROM CERTAIN LIMITED WARRANTIES PROVIDED DIRECTLY BY THE MANUFACTURERS OF THESE PRODUCTS. SELLER ASSUMES NO LIABILITY FOR, NOR RESPONSIBILITY UNDER, ANY THIRD PARTY WARRANTIES UNLESS SUCH LIABILITY OR RESPONSIBILITY SHALL BE SPECIFICALLY SET FORTH HEREIN. ALL SOFTWARE IS SOLD OR LICENSED "AS IS". BUYER SHALL MAKE ANY AND ALL CLAIMS REGARDING SOFTWARE AGAINST THE DEVELOPER OR LICENSOR.

6. SECURITY AND VIRUSES. Buyer acknowledges that the security and protection of the System and data, including protections against unauthorized access, is solely and entirely Buyer's responsibility. If the Buyer's System has persistent connections to the Internet, or processes credit or gift card transactions over the Internet, or otherwise has persistent connections to any network where there is potential to unauthorized access, Buyer is solely responsible for security. Buyer must secure and maintain virus and spyware protection software, which may include, but is not limited to firewalls, passwords, physical security, access control policies, and the like. Buyer acknowledges that, to be effective, virus protection and other security software require periodic updates, which Buyer must obtain from Buyer's supplier or the manufacturer. Seller disclaims any liability that, after the initial installation by Seller of the System, the Buyer's System or data will remain virus-free. Support or services necessitated by computer viruses, or by any failure or breach of Buyer's security to Buyer's System or data, including, without limitation, damage caused by hackers or persons lacking authorized access, are not covered under this Agreement, and will be supplied only upon Buyer's request and on a reasonable efforts basis, on a time-and-materials basis (unless otherwise agreed at the time). Buyer waives any claims hereunder against Seller, to the extent arising from Buyer's failure to have or maintain current virus or spyware protection, or to the extent arising as a result of a failure or breach of Buyer's security for its systems or data, or as a direct result of unauthorized access to Buyer's System by persons other than Seller's personnel. **Buyer acknowledges that credit card providers, banks, and credit card processing companies implement and require specific policies in conjunction with their cards and services. Buyer shall be solely responsible for compliance with all policies, rules, regulations, and procedures required by the credit card companies, banks, and/or processors Buyer elects to accept or utilize.**

7. REMEDIES UPON DEFAULT. Failure of Buyer to perform its obligations hereunder including, without limitation, payment, in full of the purchase price for the System may, in addition to any other remedies, which Seller may have, refuse to provide service or support to the System under any support plan agreement relating to the System in effect between Seller and Buyer at the time of Buyer's default. Failure of Seller to exercise any rights under this Agreement, shall not

constitute a waiver of such right. Default by Buyer in the performance of any of its obligations hereunder shall, at Seller's option, render the total purchase price and all other obligations at once due and payable.

8. INABILITY TO PERFORM. Seller shall not be required to perform Seller's obligations under this Agreement, or be liable for Seller's failure to perform or for delay in performance of Seller's obligations hereunder if such performance is prevented, hindered or delayed by reason of any cause beyond the reasonable control of Seller, including without limitation, any labor dispute, act of God, regulation or order of any government authority, or failure of a supplier to timely deliver any product.

9. ASSIGNMENT. This Agreement is not assignable by Buyer without written permission from Seller and any attempt by Buyer to assign any rights, duties or obligations, which arise under this Agreement without such permission, shall be null and void. The System shall not be sold, leased, pledged or otherwise transferred or encumbered by Buyer until all Buyers' obligations hereunder have been satisfied. Until the purchase price is paid in full Buyer may not relocate the system without the express written consent of Seller.

10. ENFORCEMENT COSTS. Buyer agrees to pay to Seller any reasonable attorneys' fees and other costs and expenses incurred by Seller in connection with the enforcement of this Agreement. All past due obligations of Buyer shall bear interest at the highest lawful rate.

11. GOVERNING LAW. In the event of any inconsistency between these Terms & Conditions and any supplemental agreement, the terms of the supplemental agreement shall prevail. All Agreements shall be governed by the laws of the Province of _____ and the federal laws of Canada applicable therein. Buyer and Seller agree that any claims, legal proceedings or litigation arising in connection with these Terms & Conditions or any supplemental agreement will be brought solely in the courts of the Province of _____, and the parties consent to the jurisdiction of such courts. If any provision herein is held unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.

12. MISCELLANEOUS. This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Agreement.

Buyer represents that Buyer is not relying on any oral or written representations not contained in this written Agreement. In the event that Buyer uses Buyer's purchase order form in connection with the ordering of the System, such order will be governed by the terms of this Agreement and any provision of such order form, which in any manner differs from or is in addition to the provision of this Agreement shall be of no force or effect. Seller's acceptance of such order is expressly made conditional on Buyer's assent to the terms of this Agreement. Any acknowledgement by Buyer of this Agreement shall be limited to the terms of this Agreement, and any provision in such acknowledgement, which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect.

This Agreement may only be amended in writing, executed by an officer of Seller and an officer of Buyer.

The paragraph captions of these additional terms and conditions are for reference only, do not constitute a part of this Agreement and shall not be used to construe it.

All notices required pursuant to this Agreement shall be in writing and shall be deemed to be duly given only if personally delivered or mailed by certified post, to the parties hereto at their addresses as shown herein or at such other address as shall be designated in writing. Notices shall be effective upon delivery or mailing.

None of the above clauses supersedes the provincial cool off period rules where applicable or any rules of la protection du consommateur in Quebec.

BUYER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, AND UNDERSTANDS AND AGREES TO ALL TERMS AND CONDITIONS STATED HEREIN.