

Purchase Order Terms and Conditions

The terms and conditions of this Purchase Order ("PO") shall apply to the purchase by Forsythe Solutions Group, Inc. ("FSG") from the manufacturer, vendor or distributor named herein ("Vendor") of the products and/or services listed herein ("Products"), unless FSG and Vendor have entered into a separate written value added reseller or equivalent agreement (a "VAR Agreement") by which FSG is named as a reseller or supplier of Products. In the event a VAR Agreement has been signed by FSG and Vendor and remains in effect as of the date of this PO, the terms of the VAR Agreement shall apply exclusively. FSG is authorized to resell the Products to an end-user customer ("Customer"). FSG is granted a license to distribute any intellectual property associated with the Products to a Customer pursuant to the terms and conditions of a license agreement (if any) included with the Product. FSG has the right to cancel this PO without charge prior to shipment, and to return for a full refund any Products within 30 days after the original ship date. Risk of loss shall pass to FSG upon receipt of all of the Products by the party designated as the "Ship To" on this PO. FSG agrees to reimburse Vendor for actual and reasonable freight and in transit insurance costs, except to the extent such costs are included in the purchase price. Payment terms for shipped Products are net 60 days from the original ship date. The purchase price shall be the price originally quoted to FSG by Vendor for the Products or the price at the time of shipment, whichever is lower, and FSG agrees to pay the lower price only. Vendor agrees that the Customer shall have the benefit of all manufacturer and Vendor (if separate from the manufacturer) representations, warranties and indemnifications pertaining to the Products. Vendor shall indemnify, hold FSG harmless and defend any action brought against FSG to the extent it is based upon a claim that the Products infringe any U.S. patent, copyright, trademark, trade secret, or similar right or that the Products incorporate any misappropriated trade secrets. Vendor shall pay any costs, damages and reasonable attorneys' fees attributable to such claim. In connection with Vendor's obligation to indemnify hereunder, FSG agrees to: (i) give prompt written notice to Vendor of any such claim; (ii) allow Vendor to control the defense and any related settlement of any such claim; and (iii) furnish Vendor with reasonable assistance in the defense of any such claim, so long as Vendor pays FSG's reasonable out-of-pocket expenses. FSG reserves the right to audit Vendor's records with respect to this purchase. This PO is deemed to constitute FSG's offer to purchase. Acceptance is limited to the terms of this offer only. No additional or contrary terms shall apply unless agreed to in a writing signed by FSG and Vendor.