

TERMS AND CONDITIONS

These Terms and Conditions apply to all software and other products or services ordered from SoftwareONE, Inc.

Your submission of a new account application or any subsequent changes to your account information indicates your acceptance of these Terms and Conditions and that these Terms and Conditions shall take precedence over any other terms or conditions included with any purchase order or request for quotation, whether or not such terms or conditions are affirmed or deemed affirmed by SoftwareONE.

DISCLAIMER AND LIMITATION OF LIABILITY AS TO PRODUCTS SOLD

Unless otherwise indicated, all products and services available for order through SoftwareONE are distributed on behalf of third-party Suppliers ("Supplier"), and are delivered with the Supplier's limited warranty, if any. The warranty periods and service varies by Supplier and product. Product specifications are subject to change without notice at the Supplier's sole discretion. Except for the SoftwareONE Return Policy [make hyperlink to Return Policy] published from time to time, all of your rights and remedies with respect to your order, purchase, possession, and use of the products and services and all maintenance, update, warranty, liability, and any other obligations related to the products and services, if any, shall be governed by the applicable policies and procedures of the Supplier.

EXCEPT AS EXPRESSLY STATED HEREIN, SOFTWAREONE MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS SOLD. EXCEPT AS EXPRESSLY STATED HEREIN, SOFTWAREONE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS SOLD, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF SOFTWAREONE ARISING FROM ANY PRODUCT SOLD BY SOFTWAREONE SHALL BE THE PRICE OF THE PRODUCT ORDERED. IN NO EVENT SHALL SOFTWAREONE, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR OTHER REPRESENTATIVES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES RELATED TO ANY PRODUCT SOLD.

You agree that in the event a purchase order, request for quotation or any other document relating to the purchase of products, is submitted to us which includes any language that provides for us to provide any warranty to you for any product sold to you, or includes any language that may create a liability for SoftwareONE, or conflicts with these Terms and Conditions, all such language is deemed to be null and void and of no effect.

RETURN POLICY

You agree that all merchandise returns are subject to the current SoftwareONE Return Policy as published from time to time and the Supplier's applicable return policies.

PRICING

All prices and availability are subject to change without notice. In the event a product is quoted at an incorrect price due to typographical, photographic or technical error or due to incorrect information received from our Suppliers, we shall have the right to refuse or cancel any orders placed for such product at the incorrect price. If a product's correct price is lower than our stated price, we will charge the lower amount and ship you the product. If a product's correct price is higher than our stated price, we will cancel your order and notify you of the price error and order cancellation. You will, of course, have an opportunity to purchase the product at the correct price, if you so wish. We do not offer price protection in the event the price for a product changes once a product has been shipped to you or been downloaded to your server from a Supplier's designated server.

ORDER ACCEPTANCE POLICY

Your order or your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order. Rather, any such order confirmation is only a restatement and confirmation of the order information received from you. We reserve the right at any time after receipt of your order to accept or decline your order for any reason or, without prior notice to you, to supply less than the quantity you ordered of any product. All orders placed must obtain approval with an acceptable method of payment, as established by our credit department. We may require additional verifications or information before processing any order. An order is not accepted until it is shipped.

SALES TAXES

We charge the applicable sales tax for orders to be delivered to addresses within Wisconsin and certain other states unless you have provided us with a valid sales tax exemption certificate. You shall be solely responsible for all sales taxes, use taxes, or any other applicable taxes, that are not charged by us. If we are subsequently charged tax on an order, you agree to reimburse us unless you have paid the tax.

MAKING PURCHASES

You agree to pay all charges incurred by authorized users of your account, credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes,

and shipping and handling charges relating to your purchases. Checks, Credit Card or Bankcard sales drafts returned by your bank or card issuer unpaid are subject to a \$25 service charge. You agree to pay to us all attorney fees, court costs, collection agency fees, or any other costs incurred by us in collecting any amount you owe us.

SERVICE AND SUPPORT

All requests for technical service and support should be made directly to the Supplier in accordance with its terms and conditions. We may provide on-line technical notes for selected computer hardware and software products as well as links to the technical support departments of some Suppliers.

SPECIAL ACADEMIC AND GOVERNMENT PRODUCTS

Certain products are available for purchase only by qualified educational institutions ("Academic" products), qualified non-profit organizations ("Non-Profit" products) or government units ("Government" products) due to requirements established by the Supplier of the product. By identifying yourself as an educational institution, non-profit organization or government unit in your account profile or by placing an order for any product identified as an "Academic", "Charity" or "Government" product, you certify that you are familiar with all Suppliers' requirements with respect to such product and that you comply with all of the Supplier's requirements for such product.

NET 30 PAYMENT TERMS

If payment is not required when placing an order, invoices are due 30 calendar days following the invoice date unless the invoice specifies other payment terms (the "Due Date"). Payment for invoices for partial shipments are due on the Due Date unless you have provided prior written notice that partial shipments are not accepted. Payments are to be made to SoftwareONE's office or such other address as is stated on the invoice.

Payments will be posted to your account on the date received by SoftwareONE. You agree that any amounts not paid by the Due Date are subject to a late payment charge of 1.5% per month or the lesser amount permitted by law on the unpaid balance each month until the invoice is paid in full. You agree to promptly pay all such late payment charges.

GOVERNING LAW

The laws of the State of Wisconsin (without reference to its choice of law rules) will govern these Terms and Conditions. Any litigation that arises from these Terms and Conditions or any transaction shall be commenced only in any federal or state court in Wisconsin and the parties expressly consent to the jurisdiction and venue of such courts.

If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. These Terms and Conditions cannot be modified except in a separate written agreement signed by [a corporate officer of] SoftwareONE. Any heading, caption, or paragraph title contained in these Terms and Conditions is inserted only as a matter of convenience and in no way defines or explains any paragraph or provision hereof.

SoftwareONE reserves the right to make changes to these Terms and Conditions at any time with or without notice of such change. Your placement of any order or submission of any edits to your account profile following any amendments will constitute agreement to such amendments. These Terms and Conditions were last revised on [September 4, 2008].

Except for any written agreements entered into between you and SoftwareONE, these Terms and Conditions constitute the entire and exclusive agreement between you and SoftwareONE and supersede any prior agreement, oral or written, between SoftwareONE and you with respect to products or services purchased from or through SoftwareONE. You represent that you are authorized to agree to these Terms and Conditions.
