

Terms & Conditions

1. PAYMENT

Unless otherwise provided in this or other documents forming a part of this contract, terms are fifteen (15) days, net from date of installation, interest will be charged and added to the prices applicable in the equipment on all payments past due and owed by the customer under this contract at a rate of interest of 1.5% a month, or if such rate is prohibited under applicable law, then at such lesser rate of interest as is the maximum rate permitted to be contracted for under such applicable law. Customer does hereby assign and set over to Omni Data all of Customer's rights and interests in and to such equipment and the Purchase Agreements as the same relate to such equipment including, without limitation, in such assignment the right to take Title and Possession of such unit of equipment until payment is made in full. All cost of collection will be the sole obligation of Customer including court cost, sheriff fees and attorney fees.

To secure payment and performance of all Customers' obligations hereunder, Omni Data hereby retains title to Equipment and a security interest therein until payment in full and performance by Customer of all said obligations. When requested by Omni Data, Customer shall duly acknowledge this Agreement, and execute, acknowledge and deliver to Omni Data, in Company's usual form, a supplement hereto, security agreement, financing statement and other appropriate instruments to constitute Equipment as the unencumbered security for the obligations of Customer hereunder, or to enable Omni Data to comply with all applicable filing or recording laws.

2. TAXES

Customer will pay any municipal, state or federal sales, excise, or other taxes, which may be levied upon the sale, transfer of ownership, or installation of equipment and will indemnify Omni Data against any such taxes. Customer will promptly pay all taxes, assessments, and other charges when levied or assessed against the equipment of the ownership or use thereof, and will not permit any lien, encumbrance, or charge on the equipment, nor remove the equipment from its premises without obtaining prior written consent of Omni Data so long as there remains any amount due and payable to Omni Data under this Agreement.

3. DELIVERY / LIABILITY

Omni Data will not be liable for any damages or penalty for delays in delivery and/or completion due to acts of God; acts or omissions of the Customer, acts of civil or military authorities; government regulations or priorities; fires; floods; epidemics; quarantine restrictions; war; riots; strikes; differences with workers; accidents to machinery; car shortages; inability to obtain necessary labor, material or manufacturing facilities, and other details of work to be performed hereunder; impossibility or impracticality of performance; or any other cause or causes beyond the reasonable control of Omni Data. In the event of any delay caused as previously mentioned, the delivery and/or completion date will be extended for a period equal to any such delay, and this agreement will not be void or violable as a result of any such delay.

* Omni Data under no circumstances is liable for damages, special, consequential or otherwise; for delays or failure to give notice of delay, whether or not caused by or resulting from Omni Data's negligence.

4. OPERATION OF THE EQUIPMENT

In Consideration of this mutual agreement herein contained, Omni Data agrees to sell to the Customer and the Customer agrees to buy from Omni Data the equipment and services described herein and made a part hereof. Omni Data will install the equipment at the address indicated on the reverse side and will furnish all necessary cable, wire, hardware, etc., including labor, for installation of equipment, unless otherwise indicated herein. Customer agrees to obtain consent from its landlord or the building owner to install equipment, and to assist Omni Data in obtaining any other approvals and permits. Omni Data will install the equipment in a workmanlike manner but will not be responsible for damages to the premises not resulting from Omni Data's negligence.

5. DISCLAIMERS AND WARRANTY

Subject to the provisions of this paragraph, Omni Data warrants for a period of thirty (30) days from the original installation date that, at the time of such installation, the equipment sold hereunder will be free from defects in material and workmanship and will conform will applicable specifications. If any, defects covered by the warranty appear within the thirty (30) day period as previously mentioned, Omni Data will have the option of repairing the equipment in place or accepting the return of the equipment for repair or replacement, and all expenses incident to such repair or to such return and repair or replacement will be borne by Omni Data. Such repair or replacement will be Customer's exclusive remedy for breach of any warranty or for negligence. This warranty does not extend to any equipment, which has been subject to any of the following:

- a) Subjected to misuse, accident, neglect, or abuse;
- b) Wired, repaired, or altered by anyone other than Omni Data with Omni Data's express and prior approval;
- c) Improperly installed by someone other than Omni Data, its subcontractors or affiliates;
- d) Used in violation of instructions furnished by Omni Data.

Equipment manufactured or supplied by others, sold by Omni Data hereunder, and not incorporated in the equipment manufactured and sold by Omni Data hereunder will bear only the warranty given to Omni Data by the manufacturer or supplier of that equipment.

Omni Data will not be liable for any special or consequential damages or for loss, damage, or expense (whether or not caused by or resulting from Omni Data's negligence) directly or indirectly arising from use of the equipment sold hereunder or arising from the customer's inability to use the equipment either separately or in combination with any other equipment or from any other cause. Without limiting the generality of the foregoing, Omni Data will not be liable for any claims of any kind whatsoever as to equipment delivered or for non-delivery of equipment and whether or not based on negligence, unless customer will do either of the following:

- a) Give written notice to Omni Data of such claim within thirty (30) days after Customer knows or reasonably should know of such claim.

Ø THE ABOVE WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS

OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE.

6. NONDISCLOSURE

© Copyright Omni Data, LLC 2014. All rights reserved. Protected by the copyright laws of the United States & Canada and by international treaties. IT IS ILLEGAL AND STRICTLY PROHIBITED TO DISTRIBUTE, PUBLISH, OFFER FOR SALE, LICENSE OR SUBLICENSE, GIVE OR DISCLOSE TO ANY OTHER PARTY, THIS PRODUCT IN HARD COPY OR DIGITAL FORM. ALL OFFENDERS WILL BE SUED IN A COURT OF LAW.

By virtue of this Agreement, Customer may have access to information that is confidential to Omni Data ("Confidential Information"). Confidential Information shall include, but not be limited to, the terms and pricing under this Agreement, the technical and other specifications for the Equipment and all information clearly identified as confidential. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of Customer; (b) was in the Customer's lawful possession prior to the disclosure and had not been obtained by Customer either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the Customer by a third party without restriction on disclosure; or (d) is independently developed by Customer. Customer agrees to hold Confidential Information in confidence during the term of this Agreement and for a period of five years after termination of this Agreement. Customer agrees that unless required by law, it shall not make Confidential Information available in any form to any third party or to use Confidential Information for any purpose other than the implementation of this Agreement. Customer agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, representatives or agents in violation of the terms of this Agreement.

9. RISK OF LOSS

Omni Data will not be responsible for loss or damage to equipment installed pursuant to this agreement for any reason whatsoever. Risk of Loss will pass to Customer as soon as the equipment is delivered to Customer's premises.

10. ENTIRE AGREEMENT

The provisions herein contained constitute all of the conditions of this contract. No charges or additions hereto will be binding upon Omni Data unless in writing and signed by an authorized representative of Omni Data. Any terms or conditions of Customer's order consistent herewith or in addition hereto will be of no force and effect, and Customer's order is accepted on terms appearing herein only. Material variances from the terms herein will be deemed expressly rejected.

11. MISCELLANEOUS

1. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of Connecticut (exclusive of conflict of laws principles), and shall be deemed to be executed in West Haven, CT.
2. Any legal action or proceeding relating to this Agreement shall be instituted solely in a state or federal court in New Haven, CT. Omni Data and Customer agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.
3. All notices, including notices of address change, required to be sent hereunder shall be in writing and

shall be deemed to have been given when mailed by first class mail or by fax to the address listed below.

4. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

5. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Omni Data's proprietary rights, no action, regardless of form, arising out of or in connection with this Agreement may be brought by either party more than one year after the cause of action has accrued.

6. Customer agrees to comply fully with all relevant export laws and regulations of the USA ("Export Laws") to assure that the Equipment is not (1) exported, directly or indirectly, in violation of Export Laws; or (2) intended to be used for any purposes prohibited by the Export Laws. Customer agrees that the Equipment will only be used or operated in the USA and other territories approved in writing by Omni Data.

7. Omni Data is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

8. This Agreement constitutes the complete agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like, written or oral. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement shall supersede the terms in any Customer purchase order or other ordering document, if any.

9. This Agreement shall be construed as to its fair meaning and not strictly for or against either party.

10. Omni Data shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Such acts shall include but not be limited to: acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, or other events beyond Omni Data's reasonable control.

11. This Agreement is not assignable, directly or indirectly, by Customer.

12. This Agreement may be executed in counterparts and by fax.

CONTACT INFORMATION: Omni Data, LLC, 4 Industry Drive Ext., P.O. Box 26653, West Haven, CT 06516. Telephone (203) 387-OMNI (6664); Fax: (203) 387-8745; E-Mail: sales@omnianswers.net