



TERMS AND CONDITIONS

These terms and conditions constitute a legal agreement between you ("Client") and AtNetPlus, Inc. ("AtNetPlus"). By accepting goods and/or services from AtNetPlus, you agree to be legally bound by these terms and conditions.

PRICE. Prices do not include federal, state or local taxes as applicable and these taxes will be added to the sales price when AtNetPlus is legally obligated to collect the taxes unless Client provides AtNetPlus with a proper tax exemption certificate. All prices are subject to correction for stenographic, typographic and clerical errors.

PAYMENT. The terms of payment are net thirty (30) days from the date of invoice. In the event of default by Client, then AtNetPlus' decision to provide further service shall not in any way affect its rights and remedies under law and shall not constitute a waiver of default by AtNetPlus. If in AtNetPlus' judgment, Client's financial condition does not justify the terms of payment specified, AtNetPlus may at its option (1) cancel this agreement, or (2) refuse to perform further under this agreement unless Client shall immediately pay for all hardware and/or software and/or services that AtNetPlus has delivered.

INTEREST, COLLECTION COSTS & FEES. Client agrees to pay a delinquency charge of 1½% per month (18% per annum) on any outstanding balances owed by Client and not paid after thirty (30) days from invoice date until Client renders payment in full. If AtNetPlus must pursue legal action against Client to collect any amounts owed by Client to AtNetPlus, Client agrees to pay AtNetPlus' expenses, including reasonable attorneys' fees, incurred as a result of the legal action.

WARRANTY. All hardware and software sales are subject to vendor warranties ONLY. AtNetPlus expressly disclaims any warranty, express or implied, including but not limited to any implied warranty of merchantability and any warranty for a particular purpose or use, related to Client's hardware and/or software.

LIABILITY LIMITATION. CLIENT SHALL NOT BE ENTITLED TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY LOSSES, COSTS, EXPENSES, LIABILITIES AND DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INCOME OR PROFITS, DAMAGES TO PROPERTY, ALL LIABILITIES OF CLIENT TO ITS CUSTOMERS OR THIRD PERSONS, AND ALL OTHER SPECIAL OR CONSEQUENTIAL DAMAGES) WHETHER DIRECT OR INDIRECT, AND WHETHER RESULTING FROM,

OR CONTRIBUTED TO BY THE DEFAULT OR NEGLIGENCE OF ATNETPLUS, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS WHICH MIGHT BE CLAIMED AS THE RESULT OF THE USE, MISUSE OR FAILURE OF THE HARDWARE AND/OR SOFTWARE DELIVERED OR THE SERVICES PERFORMED. Further, consequential damages shall include, without limitation, losses sustained as the result of injury to any person, loss of property or any data loss or damage while using installed hardware or software or completing any services. Additionally, Client shall not be entitled to recover any costs for materials expended or used, initiated at the request of Client. AtNetPlus' liability shall not exceed its fee for services provided. Client must commence any claim arising from this agreement within twelve months from the first occurrence giving rise to the claim or that claim is forever barred. Client shall indemnify AtNetPlus against all liability, cost or expense which may be sustained by Client on account of any such loss, damage or injury. ***AtNetPlus strongly recommends that Client back up its system, in its entirety, prior to any installation, service or troubleshooting.***

VENUE/GOVERNING LAW/RESOLUTION OF DISPUTES. The laws of the state of Ohio shall govern this agreement, the construction of its terms, and the interpretation of all rights and duties of Client and AtNetPlus. Client and AtNetPlus agree that they are amenable to suit in Ohio, and therefore, subject themselves to the jurisdiction of the state courts in Ohio by entering into this agreement.

BINDING EFFECT. This agreement shall be binding on and inure to the benefit of AtNetPlus and Client and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

V2 1009