



TOTAL ASSET MANAGERS, LLC STANDARD TERMS AND CONDITIONS

This Standard Terms and Conditions Agreement (“Agreement”) by and between Total Asset Managers, LLC, (“TAM”) a New Mexico LLC, having its principal place of business at 10 Camino Vega Verde, Corrales, NM 87048 and _____, a _____ Corporation, having its principal place of business at _____

WITNESSETH:

Total Asset Managers, LLC (TAM) desires to provide to Customer, and Customer desires to obtain, Equipment, as defined below, on the terms and conditions as set forth in this Agreement. In consideration of the mutual promises hereinafter set forth, TAM and _____ do hereby agree as follows:

1. DEFINITIONS

“Seller” and “TAM” mean Total Asset Managers, LLC, located at 10 Camino Vega Verde, Corrales, NM 87048. TAM is an independent Secondary Market reseller of Goods and services. TAM is not an authorized reseller or distributor of any Manufacturer, including, but not limited to NetApp, HP, Cisco, IBM, Sun/Oracle, Hitachi, F5, Spectra, STK, Juniper, and Dell.

“Buyer” means the person, company or other party who orders Goods from the Seller.

“Goods” means the Goods Seller sells to or ships on behalf of Buyer.

“Price” means the price quoted to Buyer on the date the order is accepted by Seller.

2. AGREEMENT

The Buyer’s acceptance of these Terms & Conditions, (T&C), shall be confirmed by any of the following, whichever occurs first: the Buyer making an offer to purchase Goods from the Seller, the Buyer’s acknowledgment of the T&C, the Buyer’s acceptance of any part of a shipment of Goods requested from the Seller and the Seller issuing any Order Confirmation or any invoice to Buyer. Buyer and Seller agree any purchase order from Buyer, any Order Confirmation or any invoice from Seller, any Secondary Market disclosure/disclaimer, the Credit Application, the Individual Guarantee, and the TAM Standard Terms and Conditions of Sale are the exclusive terms and conditions governing the sale and purchase transaction between Buyer and Seller, “Agreement”. All of these documents together or separately may be referred to as the Standard Terms and Conditions of Sale or T&C or Agreement.

3. PRICE

Price shall be the amount set by Seller in an Order Confirmation and/or by shipping and invoicing the Buyer. The Price excludes all federal tax, state and local sales tax, use and other taxes, any customs charges/duties, or any charges within the country Buyer designates for delivery of the Goods. Buyer is solely responsible for and shall pay any and all duties and taxes. Seller is never responsible for payment of and shall never pay duties or taxes on behalf of Buyer. If Seller mistakenly pays or is charged for any duties or taxes, Buyer shall immediately reimburse Seller upon notice from Seller. Seller, in Seller's sole discretion, reserves the right to change or alter the Price as the situation requires. However, a change in Price allows Buyer the option to cancel or change the purchase order.

4. MANUFACTURER'S SERVICE OR WARRANTY

In the event Buyer requests Seller to purchase a manufacturer's service or warranty contract on Goods purchased from Seller, such purchase order is non-cancellable and Seller may request Buyer to prepay any and all such costs of the manufacturer's warranty before any Goods are shipped so Seller may procure and attach such warranty to the Goods purchased before receipt by the Buyer. Such payment is not refundable under any circumstances.

5. RISK OF LOSS; DELIVERY CHARGES

Title to the Goods passes upon delivery to Buyer, and thereafter all risk of loss or damages are the responsibility of the Buyer, provided however, that deliveries by common carrier are F.O.B. shipping point, title passes to the Buyer upon delivery to the carrier, and thereafter all risk of loss or damage is the responsibility of the Buyer.

6. DELIVERY

Seller shall not be liable for any delay in the delivery of the Goods. When Goods are delivered in installments, failure by Seller to deliver one or more installments shall not alter the Agreement between Buyer and Seller with respect to Goods previously delivered or undelivered.

7. PAYMENT TERMS

Payment from Buyer to Seller shall be received within 30 days from the date of shipping or per the terms specified on Seller's Quote and Invoice. Issues regarding invoices must be in writing and received by Seller within seven working days from the date of the invoice. In the event of conflicting terms between T&C documents, the Invoice terms shall take precedence. Buyer shall owe to and pay to Seller the full amount due for the Goods until such Goods are received by Seller from Buyer pursuant to the terms in the T&C in the same condition in which the Goods were shipped. Buyer agrees to pay interest on any and all amounts not received within the terms specified which shall be past due at 2 percent per month which is 24 percent per year or at the maximum legal rate, whichever is higher. Buyer and Seller agree the terms of payment are as specified in this Agreement.

8. SECURITY INTEREST

To secure payment to the Seller from the Buyer of the sales price of the Goods and all other obligations of Buyer to Seller under this Agreement, Buyer hereby grants to Seller a security interest in the Goods and all products and proceeds thereof. Seller is authorized by Buyer to take any and

all such action as may be appropriate or necessary to perfect the security interest granted to Seller by Buyer herein. Buyer agrees to execute any and all additional documents necessary to perfect Seller's security interest.

9. SECONDARY MARKET DISCLOSURE/DISCLAIMER

Seller is a Secondary or Open Market Reseller, and is not an authorized reseller or distributor of Goods or services sold by Seller. By operating in the Secondary Market, Seller is able to set its own pricing levels based, in part, on its ability to source Goods outside a specific channel. Seller typically sources Goods originally sold through a Manufacturer's authorized channel but sold into the Secondary Market.

All Goods shipped by Seller are in the unopened original packaging of the Manufacturer with part numbers and serial numbers on the package label, if applicable. If Buyer receives Goods from Seller that a Manufacturer states in writing has not been produced under the authority or approval of the branded Manufacturer, Seller will replace the Goods at no charge. Buyer acknowledges and agrees that since the Goods were sourced and purchased outside a Manufacturer's designated channel, a Manufacturer, a Manufacturer's sales representative, or a Manufacturer's partner may take steps to disrupt the sale in an attempt to preserve the Manufacturer's price structure in the local market. The Manufacturer may refuse to honor new or existing warranty contracts. If a Good is purchased in the Secondary Market, the Manufacturer may require that the Good is subjected to a recertification process. Any and all issues related to any recertification process required by the manufacturer is the sole responsibility of the Buyer. Seller is not responsible nor has any liability if Buyer or Buyer's customer enter into any dispute with the Manufacturer.

Buyer acknowledges that Seller is an independent Secondary Market reseller of Goods and services and Seller is not an authorized reseller or distributor of any Manufacturer. Therefore if a manufacturer becomes involved with the Buyer or the Buyer's customer regarding the Goods purchased from Seller, the full amount of the purchase price is due to Seller from Buyer pursuant to the terms of the Agreement.

10. RECEIPT OF GOODS

If the Goods are shipped to Buyer, Buyer shall examine the Goods immediately upon receipt and shall notify the Seller in writing within five days of any defect (including any discrepancy in the condition of the Goods) or short delivery. If the Buyer does not notify the Seller in writing within five days from the date of delivery, the Goods are accepted by Buyer. If the Goods are drop shipped to a third party at the request of Buyer, Goods are accepted by Buyer if Seller is not notified in writing within five days from the date of delivery. After five days from date of delivery, the Seller shall not be liable for any short delivery or defect (including any discrepancy in the condition) of the Goods. If such written notice is not received from Buyer within the five days, full payment for the Goods is due to Seller from Buyer. If any third party, including any manufacturer, makes any allegations regarding the condition of the Goods delivered to either the Buyer or to a dropped shipped receiver of the Goods, such allegations shall never be grounds to return the purchased Goods unless: 1. Such allegations identify every Good at issue by serial number and are in a writing on the letterhead of the entity making the allegations; and 2. Such allegations are signed by the employee of the entity making the allegations. Then and only then, in Seller's sole discretion, Seller may consider such allegations. Seller shall never be a party to any dispute between Buyer or Buyer's customer and any manufacturer.

BUYER IS AND AGREES TO BE LIABLE FOR PAYMENT FOR ALL GOODS HELD BEYOND THE 5-DAY PERIOD AFTER THE DATE OF DELIVERY AND SHALL PAY ALL INVOICES FOR SUCH GOODS ACCORDING TO THE SPECIFIED PAYMENT TERMS.

11. WARRANTIES

GOODS SOLD BY SELLER ARE NOT MANUFACTURED BY SELLER, AND SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISES RELATING TO THE GOODS. ALL WARRANTY CLAIMS SHALL BE ASSERTED EXCLUSIVELY AGAINST THE MANUFACTURER OF THE GOODS. EXCEPT FOR TITLE, THERE ARE NO WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, RELATING TO THE GOODS. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS APPLIES TO THE GOODS.

IF BUYER IS AN AUTHORIZED SELLER OR RESELLER FOR ANY MANUFACTURER AND BUYER CHOOSES TO PURCHASE SUCH MANUFACTURER'S GOODS FROM SELLER, ANY DISPUTE BETWEEN BUYER AND MANUFACTURER OF THE GOODS IS SOLELY BETWEEN BUYER AND MANUFACTURER. IF BUYER IS NOT AN AUTHORIZED SELLER OR RESELLER FOR ANY MANUFACTURER AND BUYER CHOOSES TO PURCHASE ANY MANUFACTURER'S GOODS FROM SELLER, ANY DISPUTE BETWEEN BUYER AND MANUFACTURER OF THE GOODS IS SOLELY BETWEEN BUYER AND MANUFACTURER. UNDER NO CIRCUMSTANCES IS SELLER A PART OF OR PARTY TO ANY DISPUTE BETWEEN BUYER OR BUYER'S CUSTOMER AND ANY MANUFACTURER. GOODS SOLD BY SELLER ARE NOT MANUFACTURED BY SELLER. THE GOODS MAY BE COVERED BY A MANUFACTURER'S WARRANTY, SERVICE, OR SUPPORT POLICY (IF PRESENT). IF SUCH WARRANTY IS PRESENT, SELLER ON DATE OF SHIPPING ASSIGNS AND PASSES TO BUYER ANY SUCH WARRANTY OF THE MANUFACTURER. BUYER AGREES, ACCEPTS, AND ACKNOWLEDGES THAT BUYER SHALL HAVE RECOURSE ONLY AGAINST THE MANUFACTURER OF SUCH GOODS UNDER SUCH WARRANTIES AND ONLY AGAINST THE MANUFACTURER. IF REQUESTED BY THE BUYER IN WRITING, THE SELLER MAY BE ABLE TO PURCHASE A MANUFACTURER'S WARRANTY, SERVICE, AND SUPPORT POLICY. IN THE EVENT BUYER MAKES SUCH A REQUEST AND SELLER IS ABLE TO PURCHASE A MANUFACTURER'S WARRANTY, SERVICE, AND SUPPORT POLICY, THEN BUYER HEREBY AGREES TO PREPAY SELLER THE FULL COST OF SUCH PURCHASE. ANY ORDER RECEIVED FOR SUCH WARRANTY IS NON-CANCELLABLE AND ANY AMOUNT PAID BY BUYER TO SELLER FOR SUCH WARRANTY, SERVICE, OR SUPPORT POLICY IS NOT REFUNDABLE IN ANY CIRCUMSTANCES. SELLER MAKES NO REPRESENTATION OR EXPRESS WARRANTY REGARDING ANY GOODS PURCHASED BY BUYER FROM SELLER EXCEPT THOSE STATED HEREIN. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY GOODS PURCHASED BY BUYER FROM SELLER, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. SELLER OFFERS A THIRTY DAY ADVANCED REPLACEMENT WARRANTY FROM THE DATE OF SHIPPING ON GOODS PURCHASED FROM SELLER. IF A GOOD FAILS TO OPERATE UNDER THE MANUFACTURER'S SPECIFIED OPERATING ENVIRONMENT WITHIN THIRTY DAYS FROM THE DATE OF SHIPMENT, SELLER WILL PROVIDE A REPLACEMENT IN EXCHANGE FOR THE DEFECTIVE GOOD.

12. BUYER REPRESENTATIONS

Neither Buyer nor any of its Affiliates (i) is, or is controlled by, a “restricted party” within the meaning of the Anti-Terrorism Laws, (ii) has received funds or other property from, or engaged in any other transaction with, a restricted party, or (iii) is the subject of any action or investigation under any Anti-Terrorism Law. Buyer and its Affiliates are in compliance with the Anti-Terrorism laws. Neither Buyer nor any of its Affiliates, or any of their respective officers, directors, employees, agents or other representatives, has taken any action that violates or will violate the Foreign Corrupt Practices Act (FCPA) or any similar law to the extent applicable. Buyer shall not: (i) conduct any business or engage in any transaction or dealings with an “restricted person” including the making or receiving any contribution of funds, good or services to or for the benefit of any restricted person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order 13224, the USA PATRIOT Act, the OFAC Sanction Programs, or any other Anti-Terrorism Law.

13. CANCELLATION AND RETURNS

The Seller may in its sole discretion permit a cancellation. If the Seller does permit a cancellation, there will be a cancellation fee in an amount determined solely by the Seller. Defective Goods received by Seller within thirty (30) days of the Seller’s shipping date may be replaced. Seller offers replacements on DOA Goods. Non-defective Goods returned will be handled by Seller on a case-by-case basis. Goods received by Seller within thirty (30) days of the Seller’s shipping date in the same condition in which the Goods were shipped will receive a refund or a credit, minus a restock fee the amount of which will be determined solely by Seller. Seller in Seller’s sole discretion may waive the restock fee. No return will be accepted by Seller unless the return has an authorized Return Merchandise Authorization, (“RMA”), Number issued by Seller, which RMA number is valid for fourteen (14) days after the RMA has been approved. Any Goods returned to Seller without an authorized RMA number may be accepted by Seller but no refund or credit will be given to Buyer and the full price is due and payable to Seller plus any and all interest charges from the date of the invoice.

Buyer may return defective Goods for replacement or refund, if approved by the Seller, within 30 days of purchase. Subject to the Seller’s reasonable approval, Buyer may return for credit within 30 days of purchase non-defective Goods the sales price of which, together with the sales price of any other non-defective items previously returned to Seller by Buyer, do not exceed 2% of the aggregate sales prices of all non-defective Goods purchased by Buyer from Seller. Non-defective, special order products are normally not accepted for return; other returns are handled on a case-by-case basis at the Seller’s sole discretion. All returns must be returned pursuant to an RMA number issued by Seller.

14. RMA PROCEDURE

To return Goods within thirty days of Seller’s shipping date, Buyer shall request in writing from Seller and receive from Seller an RMA. In such written request, the Buyer shall provide a specific reason for the return of each good by serial number requested to be returned. The Seller shall not accept returns without prior written authorization from the Seller and an RMA. Goods shall be received by Seller from Buyer within fifteen days of the date the RMA is issued by Seller. All and any RMA shall be prominently displayed on the shipping label on boxes containing any returned

Goods. Buyer owes to and shall pay to Seller the full amount due for the Goods until such Goods are received by Seller pursuant to an authorized RMA and in the same condition in which the Goods were shipped. In the sole discretion of the Seller, a restock fee may apply the amount of which will be determined solely by Seller. Requests to return special order items will be handled on a case by case basis.

Requests for an RMA received by Seller more than thirty days from the Sellers shipping date will be handled on a case by case basis in the sole discretion of the Seller whether the request will be granted. If the request is granted and an RMA issued, a restock fee shall apply the amount of which shall be determined solely by Seller.

When returning Goods to the Seller pursuant to the issued RMA, the Buyer is solely responsible for any and all costs to return the Goods including but not limited to any and all shipping costs including insurance for all Goods returned to Seller. Buyer shall use carriers that provide proof of delivery and insurance for the entire value of the shipment. Buyer is responsible for all risk of loss for the return Goods during shipment. All returned Goods shall be 100 percent complete, in resalable condition (manufacturer's seals intact), and must include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any Goods do not meet all of the terms in the previous sentence, Seller may in its sole and absolute discretion reject any portion of or all the returned Goods or choose to impose additional charges against the Buyer.

16. CREDIT APPLICATION AND INDIVIDUAL GUARANTEE

If payment for Goods ordered by Buyer from Seller is not paid in full by Buyer or insured in full by Seller before shipping, Seller must receive from Buyer a completed and signed Credit Application and a signed Individual Guarantee and approve such application before any Goods will be shipped. The Credit Application includes an Individual Guarantee by an officer of Buyer for the total amount of credit extended to Buyer by Seller. The signed Credit Application, signed Individual Guarantee, the Buyer's purchase order, the Seller's Order Confirmation or invoice, any manufacturer disclosure/disclaimer, and these Standard Terms and Conditions of Sale are the exclusive terms and conditions governing the sale and purchase transaction between Buyer and Seller.

If payment for Goods ordered by Buyer from Seller is paid in full before shipping, Seller must receive from Buyer a signed Credit Application with only Section A and Section B completed before any Goods will be shipped by Seller. The signed Credit Application, the Buyer's purchase order, the Seller's Order Confirmation or invoice, any manufacturer disclosure/disclaimer, and these Standard Terms and Conditions of Sale are the exclusive terms and conditions governing the sale and purchase transaction between Buyer and Seller when Buyer pays in full before shipping.

17. LIMITATION OF LIABILITY

IN ANY AND ALL CIRCUMSTANCES SELLER'S MAXIMUM LIABILITY IS LIMITED TO THE AMOUNT ACTUALLY PAID TO THE SELLER BY THE BUYER FOR THE GOODS OR THE PURCHASE PRICE OF THE GOODS SOLD, WHICHEVER IS LOWER. SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE GOODS SOLD TO BUYER WHICH EXCEEDS THIS LIABILITY LIMIT. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CLAIMS FOR ANY CONSEQUENTIAL DAMAGES AGAINST THE BUYER, OR FOR MALFUNCTION,

DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT SELLER HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

18. SHIPPING CHARGES

All costs of shipping will be determined by Seller and Buyer prior to shipment and stated on Seller's quote.

19. TITLE; RISK OF LOSS

Seller will use information received from the Buyer to arrange for shipment of ordered Goods to Buyer or Buyer's customer, ("end-user"), Free on Board (F.O.B.) shipping point, meaning title to the Goods and risk of loss passes to the Buyer upon delivery to the carrier. Seller will advise Buyer of estimated shipping dates, but Seller will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond Seller's reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

20. GOVERNING LAW AND JURISDICTION

Any dispute arising out of or related to these Standard Terms and Conditions of Sale or the sales transaction between Seller and Buyer shall be governed by the laws of the State of New Mexico, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Buyer consents to the exclusive jurisdiction and the exclusive venue of the State Courts of the State of New Mexico to resolve any dispute between them related to this Agreement or any Goods purchased or sold pursuant to this Agreement, and Buyer waives any and all rights to contest this exclusive jurisdiction and venue of such Courts. Buyer also agrees not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against Seller more than one year after the date of the shipping of the Goods.

In the event of any dispute arising out of or relating to this Agreement, the parties shall seek to settle the dispute via direct discussions. If a dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute via voluntary non-binding mediation, before resorting to arbitration. A mediator will be selected by voluntary agreement of both parties, or in the event both parties cannot agree on a mediator, a mediator will be selected in accordance with the rules of the American Arbitration Association. The mediation shall be held in Albuquerque, New Mexico. Each party shall bear its own costs and expenses and an equal share of the administrative and other fees associated with the mediation. Any dispute that remains unresolved following mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration shall be Albuquerque, New Mexico. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. In rendering the award, the arbitrator(s) shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of New Mexico.

The forgoing shall not apply to a dispute or controversy involving either party's Confidential Information or intellectual property. In the event of such a dispute or controversy, either may immediately seek any legal and/or equitable remedies it deems necessary.

21. SEVERABILITY

If any provision contained in this Agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this Agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable New Mexico law.

22. WAIVER

The failure of either party to require performance by the other party of any provision of this Agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this Agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

23. ENTIRE AGREEMENT

These Standard Terms and Conditions of Sale, the Buyer's purchase order, Seller's Order Confirmation or invoice, manufacturer disclosure/disclaimer, the Credit Application, and the Individual Guarantee are the exclusive terms and conditions governing the sale and purchase transaction between Buyer and Seller and shall not be modified in any way except by a writing signed by both the Seller and the Buyer. The T&C supersedes all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between Seller and Buyer relating to the subject Goods. This Agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage or conditions of purchase proposed by Buyer.

To evidence the parties' agreement to the Terms and Conditions set forth herein, they have executed this document on the date of signature by Customer.

Customer

Total Asset Managers, LLC

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date