



## HARDWARE TERMS

These *Hardware Terms* supplement the *General Terms* when Customer is acquiring Hardware Products under an Order. Capitalized terms that are not defined in context shall have the meanings set forth in Section 1 of the *General Terms*.

- 1. TITLE AND RESPONSIBILITIES BEFORE FULL PAYMENT.** Provider transfers title to Hardware Products to Customer upon receipt of Customer's full payment for it and Customer grants Provider any security interest required to enforce ownership in an insolvency situation (e.g. purchase money security interest in each Hardware Product and all related goods and proceeds) whenever acquired, until such time as Provider receives full payment. Customer will comply with all requirements relating to the security interest and authorizes and directs Provider to file, without signature of Customer where permitted by law, one or more financing statements (and amendments thereto and continuations thereof) relative to the security interest granted herein. At Provider's request, Customer shall execute and deliver to Provider additional documentation that Provider deems necessary or desirable to perfect Provider's security interest. A photographic or electronic reproduction of the Order and these Hardware Terms shall be sufficient as a financing statement where permitted by law. Until Provider has received full payment for each Hardware Product, Customer shall: (i) maintain adequate replacement value insurance on it from the time it is delivered to Customer's location; (ii) not assign, transfer, dispose of or alter it; and (iii) keep it free of encumbrance of any kind. Noncompliance with these obligations is considered a material breach.
- 2. RISK OF LOSS; SALE AND DELIVERY.** Provider bears the risk of loss or damage to Hardware Products until delivery to the address specified in an Order. Provider will arrange for shipment of purchased Hardware Products on Customer's behalf. Quoted delivery dates are estimates only. Provider is not liable for shipping delays. Customer is responsible for providing a suitable physical environment for each Hardware Product.
- 3. INSTALLATION.** Unless stated otherwise in an Order, Customer is responsible for installing Hardware Products.
- 4. LICENSED INTERNAL CODE.** Certain Hardware products may contain internal software or firmware code ("**Internal Code**"). If a license for Internal Code does not accompany the Hardware Product, the following terms apply: The Hardware Product manufacturer owns Internal Code (including any update, replacement or copy of it). Customer is entitled to execute Internal Code on the specific Hardware Product that it accompanies. Customer shall not otherwise use, copy, display, adapt, modify or distribute any Internal Code, in whole or in part, electronically or otherwise. Customer also shall not reverse assemble, reverse compile or otherwise translate Internal Code. Customer may transfer possession of Internal Code to another party only in connection with a transfer of the associated Hardware Product. The transferee is entitled to use the Internal Code only if the transferee accepts these license terms. Customer shall not otherwise sublicense, assign or transfer Internal Code.