1. AGREEMENT: The terms of this Order ("Order") shall be deemed accepted by Supplier upon written acknowledgment hereof or upon shipment of the goods. For the purposes of this Order, mass market ("shrink-wrap") software shall be deemed "goods," and shall be treated as though subject to Chapter 2 of the Uniform Commercial Code. SVB objects to any different or additional terms in Supplier's acceptance of the Order, and they shall be deemed rejected unless expressly approved by SVB in writing. If a written agreement ("Agreement") exists between the parties regarding the goods or services to be delivered by Supplier to SVB under this Order, the terms and conditions of the Agreement shall prevail over any inconsistent terms in this Order.

2. PRICES AND SHIPMENT: All prices shown in this Order are firm, exclusive of applicable taxes, and the shipping terms are F.O.B. Destination, Freight Prepaid and billed at cost. All transportation shall include inside delivery. No additional charges of any kind will be allowed unless specifically agreed to in writing in advance by SVB.

3. OVERSHIPPING SUBSTITUTION: SVB will hold over shipments at Supplier's risk and expense for a reasonable time awaiting shipping instructions. Any unauthorized quantity is subject to rejection and return at Supplier's expense, provided that SVB may choose to accept the delivery (with appropriate invoice adjustment) if the quantity deviation does not exceed 5%. There shall be no substitutions of like or similar goods without written authorization by an authorized representative of SVB.

4. ACCEPTANCE: Notwithstanding any prior inspection or payment, SVB may reject all goods not fully in compliance with Supplier's published standards and documentation and the specifications herein, or shipped contrary to instructions, in excess of the quantities herein called for or in violation of any statute, ordinance, rule or regulation, upon written notice rendered to Supplier within 30 days after SVB's receipt of the goods. SVB may return such rejected goods at Seller's risk and expense and receive a full refund of any payments made. Alternatively, at SVB's request, Supplier shall repair or replace the rejected goods, and SVB may thereafter conduct additional tests, followed by rejection or acceptance, pursuant to this paragraph.

5. INVOICING: Supplier must submit a separate invoice for each Order, prominently showing: Order number; SVB's form, model or merchandise code number; description; quantity: unit price; extended total; tax; insurance; installation; transportation; and any other costs, charges or expenses associated with the goods covered by this Order. SVB shall pay the amount due within 60 days from the invoice date, provided such invoice has not been sent prior to the date of shipment for actual delivery of the goods, whichever is later, in which case the payment period commences on such later date.

6. WARRANTY: Supplier warrants that the goods covered by this Order shall comply with Supplier's published standards and documentation and the specifications herein or any Agreement governing this Order, and shall be free from defects in design, material and workmanship. If Supplier receives the standards required by all laws and regulations applicable to such goods where they are to be delivered, Supplier's liability shall not extend to consequential damages from the breach of any warranty, with the exception of the warranties expressly set forth herein. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

7. WAIVER: No delay, failure or waiver of SVB's exercise of any right or remedy hereunder shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

8. PROPRIETARY RIGHTS:
   (a) Supplier warrants that the sale, delivery or use of the goods, including mass-market software, shall not violate or infringe any trademark, patent, copyright, trade secret or other proprietary right ("Intellectual Property Right") of any third party. At its sole expense, Supplier shall defend, indemnify and save Bank from and against all losses, damages, costs or expenses (including attorneys' fees) attributable to any claim, suit or proceeding alleging that the sale, possession or use of the goods by Bank infringes an Intellectual Property Right of any third party.
   (b) Notwithstanding the foregoing, if Supplier is not the publisher of mass-market software or the manufacturer of goods delivered pursuant to this Order, and the terms and conditions hereunder by horror assigns to SVB all warranties and related remedy rights, Supplier may have or obtain under its agreements with the publisher of the software or the manufacturer of the goods delivered.

9. INDEMNIFICATION LIABILITY LIMITATION:
   (a) Supplier hereby indemnifies and holds SVB harmless from any claims or damages, including attorneys' fees, due to the injury or death of any person, or the loss or damage to real or personal property, resulting from the willful or negligent acts or omissions of Supplier, its agents or employees. (b) Neither party shall be liable to the other for any special, indirect or consequential damages, including, but not limited to, lost profits, even if the party allegedly had knowledge of the possibility of such damages, except as to claims arising under the indemnity provisions of this Order or the governing Agreement, if any.

10. ADVERTISING: Neither party shall use the name or logo of the other party in any public disclosure relating to this Order, including, without limitation, in media releases, promotional or marketing material or customer lists, other than in disclosures required by legal, accounting or regulatory requirements beyond the reasonable control of the using party. Such use without consent shall be a material breach of this Order and any governing Agreement.

11. CONFIDENTIALITY: Supplier will not quote for sale to others, without SVB's written authorization, any goods produced to Silicon Valley Bank's specification or drawings. Supplier will treat all documentation, specifications, drawings, samples, artwork and other data furnished by Silicon Valley Bank as confidential information and, confidential or proprietary information in any form. Supplier shall comply with the terms and conditions of the governing Agreement entitled "Confidentiality" shall apply to the arbitration proceeding, all evidence taken, and the decision or order issued by the arbitrator, which shall be Confidential Information of both parties. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction.

12. ASSIGNMENT: No right or obligation under this Order (including the right to receive monies due) may be assigned without the prior written consent of SVB, and any purported assignment without such consent will be void.

13. APPLICABLE LAW: Unless the main body of any Agreement governing this Order provides otherwise, this Order shall be construed under and governed by the laws of the State of North Carolina, including, but not limited to, the Uniform Commercial Code. To the maximum extent permitted by the governing law, this Order and the transactions called for herein shall not be governed or affected by any version of the Uniform Computer Information Transactions Act ("UCITA") enacted in any jurisdiction. The transactions called for here shall not be governed by the United Nations Convention on Contracts for the International Sales of Goods. "SVB" means Silicon Valley Bank, its Financial Services Group, which is authorized to purchase on behalf of its subsidiaries or affiliates or its parent's subsidiaries or affiliates, all of which together are referred to in this Order as "Silicon Valley Bank."