



Qubit Networks, LLC
General Terms and Conditions

September 22, 2014

This Agreement ("Agreement") is between Qubit Networks, LLC ("Qubit") and the entity shown at the end of this Agreement ("Customer"), and includes any attachments referred to herein.

Terms of Agreement

Terms and conditions of an attached proposal will supersede any conflicting terms listed here.

Equipment and Purchase Price

1. Qubit Networks hereby sells to customer and customer hereby purchases from Qubit Networks the equipment, material, and/or services identified in the attached proposal. Title to any software included in the proposal shall remain with the original equipment manufacturer or its licensor(s), and customer's interest in the software is limited to that of a licensee with the non-exclusive right to use the software in conjunction with the equipment per the terms of the software license referenced below.
2. Customer shall pay the purchase price according to the payment terms set forth below, together with all property (personal or intangible) taxes or special assessments and all sales or use taxes which may be imposed upon customer or Qubit Networks (except taxes based on Qubit Networks' net income) as a result of the performance by the parties of this agreement.

Payment Terms

1. Customer shall pay Qubit's invoices by due date. Any payment not made when due is subject to a late charge of 1.5 percent per month (18 percent annum) or the highest amount allowed under applicable law, whichever is less.
2. Customer shall pay Qubit 50 percent of the equipment and material price upon proposal acceptance and the balance within 10 days of delivery. After Customer has paid such balance, Customer shall have full title to the items, free and clear of any liens held by Qubit.
3. Customer shall pay Qubit 50 percent of the professional services fee upon proposal acceptance and the balance within 10 days of completion.
4. Customer shall pay any tax, surcharge or other government-imposed charges unless Customer has provided Qubit with proof of exemption acceptable to the applicable authorities.
5. All payments must be made by Customer to Qubit at the address set forth on the invoice in United States of America dollars.
6. Payments made by credit card are subject to a 3.25 percent surcharge added to the invoice total.
7. Any checks of customer returned to Qubit on account of insufficient funds will result in a charge of \$30 to customer.

Disputes

1. Should Customer dispute any charge on a Qubit invoice, Customer shall pay all of the non-disputed charges in accordance with Qubit's payment terms. Customer shall not withhold more than 25 percent of the invoice total, regardless of the amount of the dispute, it being understood that Customer's payment does not indicate Customer's acceptance of disputed charges.
2. Customer shall advise Qubit in writing of the reasons for its dispute within 45 days of the invoice date. Customer's decision not to so advise Qubit shall constitute irrevocable proof of Customer's acceptance of the invoice.
3. Qubit shall decide on Customer's dispute in a timely manner. Should Customer not accept Qubit's decision, the parties shall make timely and good faith efforts to resolve the matter.

Delivery; Risk of Loss; Title

Qubit Networks shall ship or deliver the equipment to the address specified on the proposal prior to the cutover date. Unless otherwise specified in the proposal, customer shall be responsible for all shipping costs. Risk of loss

shall pass to customer upon the delivery of the equipment to customer's site. Title to the equipment shall pass to customer upon cutover.

Changes and Additions

Customer may request changes (including additions) to the equipment at any time prior to cutover. Upon receipt of such a request, Qubit Networks shall submit to customer a written change order specifying the changes requested by customer and price adjustments, if any, to the purchase price, and the effect, if any, on the cutover date. Qubit Networks shall not make the requested changes unless customer has accepted the terms of the written change order by signing the change order and returning it to Qubit Networks within ten (10) days of the date of the change order. Customer represents and agrees that, unless customer notifies Qubit Networks otherwise in writing, the only person authorized to accept change orders on customer's behalf is the person executing this agreement on its behalf. Except as otherwise set forth in a change order, all changes made pursuant to a change order shall be subject to the terms and conditions of this agreement.

Installation and Acceptance

1. Qubit Networks shall install the Equipment in accordance with the Scope of Work prepared by Qubit Networks which is included in the proposal and made a part hereof. Customer acknowledges and agrees that the purchase price is based in part upon the scope of work, and that the purchase price will be adjusted for any changes to the scope of work requested and approved by Customer and Qubit Networks in accordance with the terms of the Changes and Additions section above.
2. Customer shall be responsible for preparing or providing the following site conditions prior to commencement of installation of the Equipment by Qubit Networks: (a) cabling and jacks; (b) ambient temperature within a range from fifty degrees to eighty degrees Fahrenheit (50° – 80° F); (c) relative humidity within a range from twenty percent to sixty-five percent (20% - 65%) (non-condensing); (d) sufficient power outlet(s) providing one hundred fifteen (115) volts AC (each outlet must be on a dedicated circuit breaker with isolated ground and each circuit must be isolated from all other electrical devices), (e) a common earth ground provided by the equipment; (f) a clean environment with sufficient floor, rack and/or wall space to accommodate the Equipment and adequate ventilation.
3. Customer shall provide Qubit Networks and its employees and agents with full, free and safe access to the premises during customer's normal business hours and at such other times as Qubit Networks may reasonably request for purposes of installing the Equipment. Customer shall notify Qubit Networks in advance of any hazardous material (e.g., asbestos) on the premises, and shall remove any such hazardous material or correct any such hazardous condition prior to Qubit Networks' commencement of installation of the equipment.
4. Cutover shall be deemed to occur when the switching equipment is activated and functioning substantially to provide basic service, except for minor variances in performance of the equipment which do not materially impair basic service. Qubit Networks (and Customer) shall monitor the equipment for ten (10) days after cutover and prior to acceptance. Qubit Networks shall not be liable in damages or otherwise for delays in the cutover date except as specifically provided in the Exclusive Remedies and Limitations of Liability section below. Notwithstanding the foregoing, in no event, shall Qubit Networks be liable for incidental or consequential damages, including lost profits or loss of revenue.
5. Qubit Networks' obligation to install the equipment shall be satisfied when all of the equipment has been installed at the premises and is performing substantially in accordance with the original equipment manufacturer's material specifications, as determined by Qubit Networks in accordance with its standard installation procedures.
6. Required permits are not included in proposals and will be invoiced in addition to the proposal amount.

Training and Documentation

Prior to cutover, or immediately following the cutover, if the customer chooses, Qubit Networks shall provide training sufficient to enable customer to operate the Equipment. Qubit Networks shall also provide a reasonable number of operator's manuals for the Equipment, for use by customer's management and operating personnel.

Workmanship Warranty

Qubit Networks, LLC warrants all Qubit Networks' workmanship for one-year following the installation, once completed, tested and approved by the Client and/or end Customer. This warranty only applies to the labor (product warranties are not inclusive). The warranty will be null and void if it is determined that a repair is required due to negligence, misuse, or abuse on the behalf of the Client and/or end Customer, acts of God, or performance of work at the site by a party other than Qubit Networks.

Disclaimer of Warranties

Customer acknowledges and agrees that the Equipment is sold with the manufacturer's warranty only, and that Qubit Networks makes no warranties, express or implied, with respect to the equipment and specifically disclaims any and all implied warranties, including the warranties of merchantability and fitness for a particular purpose. Furthermore, Qubit Networks does not warrant that it will prevent, or that the equipment will prevent, unauthorized use (or charges for such use) of common carrier telecommunication services or facilities accessed through or connected to the equipment ("toll fraud"). Qubit Networks shall not be liable for damages of any kind arising or resulting from unauthorized use of the equipment, including toll fraud.

Software License

If the equipment includes operating software of the original equipment manufacturer, customer agrees to be bound by the terms and conditions of the original equipment manufacturers' then current software license agreement with respect to such associated software.

Use and Protection of Proprietary Property

Customer acknowledges and agrees that the equipment and all related technology, programs, ideas, operator's manuals and designs constitute confidential and proprietary information and/or trade secrets of Qubit Networks or its vendors and licensors. In order to protect the confidential nature of such information and trade secrets, customer hereby represents, warrants and agrees that it shall, at all times after the date of this agreement, take all action as may be reasonably necessary to (i) preserve the confidentiality of the equipment, its internal workings and components and all information related to its use and operation, and ensure that access thereto is restricted to authorized and trained employees of customer; (ii) keep confidential any proprietary, confidential or trade secret information owned by, or licensed to, Qubit Networks, except for disclosure to such employees or agents of customer as are necessary and authorized to properly operate the equipment; (iii) prohibit the use, copying or reproduction in any manner of any such information; and (iv) protect the display of any copyright notice or trademark on the equipment. Customer's representations herein shall survive the termination of this agreement.

Exclusions and Force Majeure

Qubit Networks shall not be responsible in damages or otherwise for any attempt to perform, or its failure to perform, the terms of this agreement if its action or performance hereunder is necessitated, delayed or prevented by earthquake, weather conditions, hurricane, tornado, fire, flood, lightning, or other act of God; acts of war, terrorism, riot or civil disturbance; injunction, court order or other governmental action; work stoppage, strike or labor dispute; transportation stoppage, suspension or unavoidable delay; electrical malfunction outside of the Equipment and related system; action or inaction by Customer or its authorized agents; delays of suppliers, subcontractors, power company, local exchange company or other common carrier; breakdown of manufacturer's machinery; or other causes beyond Qubit Networks 's reasonable control.

Exclusive Remedies and Limitations of Liability

1. Customer's Exclusive Remedies. This agreement sets forth all of Qubit Networks' obligations with regard to the sale and installation of the equipment and/or Services. Qubit Networks' entire liability under this agreement, and customer's exclusive remedies against Qubit Networks hereunder, shall be as follows:
 - a) For delays in the cutover date, Qubit Networks shall have no liability unless the cutover date is delayed by more than thirty (30) days and such delay is caused solely and directly by Qubit Networks' failure to perform except when such failure to perform is due to matters beyond the reasonable control of Qubit Networks, including force majeure conditions. In the event the cutover date is delayed by more than 30 days under circumstances for which Qubit Networks is liable, customer's

sole remedy shall be to cancel this agreement without incurring any cancellation charges and return the Equipment to Qubit Networks, whereupon Qubit Networks shall refund any payments made hereunder by customer to Qubit Networks as of the date of such cancellation.

- b) For damages to real or tangible personal property or for bodily injury or death to any person proximately caused by Qubit Networks' negligence, customer shall be entitled to recover its proven direct damages to property or person.
- c) For claims other than as set forth above, Qubit Networks' liability shall be limited to proven, direct damages in an amount not to exceed the purchase price of the equipment. In no event shall Qubit Networks be liable for indirect, incidental, special or consequential damages of any kind, whether or not Qubit Networks has been advised of the possibility of such damages, including but not limited to lost profits, savings or revenues: lost, corrupted, misdirected or misappropriated data or messages: and charges for common carrier telecommunication services or facilities accessed through or connected to the equipment (e.g. Toll Fraud). In the event that a court of competent jurisdiction determines that the foregoing exclusive remedies fail of their essential purpose, this paragraph disclaiming indirect, incidental, special and consequential damages shall survive.

2. Default by Customer

- a) Except as provided above, customer shall have no right to cancel this Agreement. In the event customer breaches this agreement by canceling its order for the equipment, customer shall (i) forfeit all payments due and payable or paid to Qubit Networks as of the date of cancellation, (ii) pay to Qubit Networks a restocking fee, (iii) pay to Qubit Networks, upon demand, all shipping costs and other charges associated with the return of the equipment.
- b) In the event customer defaults in any of its payment obligations hereunder, or otherwise breaches the terms of this agreement, and such default or breach has not been cured after ten (10) days written notice thereof to customer, Qubit Networks shall have the right to terminate this agreement and to pursue any and all remedies available to it at law or in equity.

Assignment; Binding Effect

- 1. Either party may assign this agreement with the prior written consent of the other, such consent not to be unreasonably withheld. Qubit reserves the right to assign this agreement, without consent, to an affiliate, subsidiary, or any entity that assumes the prospective obligations of Qubit hereunder.
- 2. This agreement shall be binding upon, and shall inure to the benefit of, the successors or permitted assigns of the parties hereto.

Notices

All notices shall be in writing and addressed to the office identified herein. Notices shall be deemed given: (i) when delivered in person, (ii) one (1) business day after deposit with an overnight delivery service for next day delivery, or (iii) three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient Party at the address set forth on the signature page hereof. Either party may change its notice address by notifying the other in writing.

Law, Jurisdiction and Venue

Any legal action resulting from this agreement shall be filed in the Superior Court of LaPorte County, Indiana. The prevailing party shall be entitled to its attorneys' fees.

Severability

Any terms or provisions of this agreement which shall prove to be invalid, void or illegal shall in no way impair or invalidate any other term or provision hereof, and such remaining terms and provisions shall remain in full force and effect.

ACCEPTED AND AGREED:

Qubit Networks Signature

By (Sign)

Name (Print)

Title

Date

Qubit Networks
1600 Lake St, Suite D
La Porte, IN 46350

Customer Signature

By (Sign)

Name (Print)

Title

Date

Customer Company Name

Customer Company Address

City, State, ZIP Code