

TERMS OF SERVICE

This Secure Enterprise Asset Management, Inc. d/b/a/ SEAM General Terms of Service (“**Service Terms**”) is provided to you (“**Customer**”) in connection with the Bill of Sale services purchased by the Customer from SEAM (the “**Service**”).

FEES, CHARGES, PAYMENT. Unless otherwise stated in writing, all fees and charges are nonrefundable. All fees, charges and expense reimbursement rates are set forth in the IT Lifecycle Services Bill of Sale & Work Order attached hereto, which is incorporated herein by this reference. Customer hereby agrees to pay said fees, charges and expenses, in the amount and pursuant to these terms and those of the IT Lifecycle Services Bill of Sale & Work Order. SEAM may change the fees and charges then in effect, or add new fees or charges, by giving Customer advance notice. Customer, unless providing valid certificate of tax-exempt status, shall be responsible for sales tax on all services, whether set forth in the IT Lifecycle Services Bill of Sale & Work Order or not.

DATA DESTRUCTION. SEAM will provide data destruction for any Equipment with fixed storage devices. In such cases, SEAM will perform either software destruction that meets National Institute of Standards and Technology (NIST) Publication 800-88 standards for data sanitation or physical destruction through pulverizing, shredding, or other common destruction methods. Equipment that cannot be reused or resold will be recycled in full compliance with all applicable federal and state regulations and guidelines for electronic equipment transporting and recycling. Equipment that cannot be refurbished or resold will be handled in-plant or at a certified facility in accordance with the SEAM Environmental, Occupational Health and Safety Policy, which is available at www.seamservices.com.

BACK-UP FILES. Customer expressly acknowledges and agrees that it is Customer’s responsibility to back-up, or remove, any data, software, media, and other information (collectively, the “**Files**”) stored on, or in, the Equipment before transferring the Equipment to SEAM pursuant to the IT Lifecycle Services Bill of Sale & Work Order. Customer further agrees that, under no circumstances, is SEAM or any third-party service provider used by SEAM liable for any loss, alteration, or corruption of any or all Files stored on, or in, the Equipment.

ILLEGAL AND PRIVATE CONTENT. Customer expressly acknowledges that, by transferring Equipment to SEAM, SEAM may discover and disclose illegal or private content contained on the Equipment. In the event that illegal content is discovered, SEAM will report such content to legal authorities. Customer agrees to indemnify and hold SEAM harmless for any fine, fee, or other cost or expense related to any illegal or private content contained on the Equipment, including but not limited to fines, fees, or other costs relating to possession or disclosure of such content. Customer further agrees to indemnify and hold SEAM harmless from any claim, including, but not limited to, reasonable attorney’s fees and court costs for defending against such claims, arising or alleged to arise from any illegal or private content contained on the Equipment, including but not limited to claims relating to possession or disclosure of such content.

INDEMNITY. Customer agrees to indemnify, defend, and hold harmless SEAM from and against any and all liabilities, expenses, and claims, and the costs and expenses incidental thereto, including reasonable attorneys’ fees, which SEAM may be responsible for or pay due to Customer’s violation of any of these Service Terms.

DISCLAIMER OF WARRANTIES. Customer expressly agrees that use of the Service is at Customer’s sole risk. The Service is provided on an AS-IS and AS-AVAILABLE basis. Unless otherwise expressly stated in these Service Terms, SEAM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. No advice or information, whether oral or written, obtained by Customer from SEAM or through the Service shall create any warranty not expressly made herein. To the extent that any warranty, whether such warranty is express or implied, survives the express disclaimer by SEAM in these Service Terms, Customer’s remedy is limited to a full refund of the original Service price. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to each customer.

LIMITATION OF LIABILITY. SEAM EXPRESSLY EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES relating to Customer’s transfer of Equipment, including but not limited to, damages for loss of profits, use, data or other intangibles, even if SEAM has been advised of the possibility of such damages. In any action, SEAM liability is limited to the full amount paid by Customer to SEAM for the Service. Some jurisdictions do not allow the limitation or exclusion of liability for certain damages, so some of the above limitations may not apply to each customer.

GOVERNING LAW. Service Terms shall be governed by and interpreted for any and all purposes in accordance with the laws of the State of South Dakota, and the State or Federal courts sitting in Sioux Falls, South Dakota shall have exclusive jurisdiction of any disputes hereunder.

INVALID PROVISION. If any term, restriction, or covenant of these Service Terms is deemed illegal or unenforceable, all of the remaining terms, restrictions, and covenants shall remain unaffected and in full force and effect.

CAPITALIZED TERMS. Any capitalized terms in these Service Terms, which are not defined in these Service Terms, should be interpreted as defined in the IT Lifecycle Services Bill of Sale & Work Order.