

Account Agreement (Cont'd)

14. Delivery. We shall deliver goods with transportation charges prepaid, via lowest cost routing to destination unless otherwise specified by you with additional charges applied. We shall deliver goods as soon as possible after receipt of the order; however the stated time of delivery is an estimate only. We shall not be responsible for delays in delivery due to events beyond our control, including shortage of material, labor, labor strikes, transportation failure, or acts of God. In no event shall you cancel the contract of sale as a result of delays in delivery or for any other cause except by mutual written agreement between you and us. Cancellation or refusals of shipments are subject to delivery and/or freight charges.

15. Product Warranty. All products sold by us are subject to their own manufactures warranty only. We do not warrant any products sold, expressed or implied, in addition to the coverage provided through any items' own manufacture warranty (if present).

Services rendered by us are warranted against technical errors or omissions for a period 30 days after the date of the invoice that includes charges for the service rendered. All requests for performance under this warranty must be received by us in writing before this warranty period expires. This warranty does not cover labor needed due to damages caused by: (1) failure to provide a suitable operating environment for the product; (2) unauthorized attachments, alterations, modifications, or foreign objects; (3) physical abuse, misuse, mishandling or misapplication; (4) programs, data, viruses, or other files; (5) failure to backup data or files; (6) unauthorized repair or installation of products not approved or provided by us; (8) products with broken warranty seals or assembly trace.

16. Return Policy. As we are primarily a service company, all products purchased through us are considered special orders and cannot be returned for exchange, refund or credit. If you return a product to us and that product is accepted by our vendor for return, we will return the product to our vendor on your behalf and refund to you all charges refunded to us by our vendor minus charges incurred during the return process including, but not limited to, shipping charges and restocking fees charged to us by our vendor. If the product you returned to us is not accepted for return by our vendor your product will be returned to you without refund. To help combat software piracy, under no circumstances will we accept software for exchange, return or refund.

17. Technical Support for Products. We do not offer free technical support for products unless otherwise noted on your invoice.

18. Limitation of Liability. Any liability we have under this agreement is limited to the price paid for the original purchase or service. In addition we shall not be liable for any loss, damage or injury of any nature, whether direct, indirect, incidental, consequential, or special in connection with, or resulting from, the use of any product. This includes any loss due to defect in manufacture workmanship.

For an additional fee, we can backup the data on your workstation, server or any other data storage device that can be backed up by conventional methods prior to servicing your system or device. If you do not request that we backup your data before beginning service on your system or device you agree that we will not be held legally,

Account Agreement (Cont'd)

financially, or in any way responsible for any data lost as result of a service, hardware failure, professional negligence, or acts of God.

If you request that we backup your data prior to beginning service we will do so using industry-standard proven methods of reliable backup. We are not responsible for flaws in the backup process, flaws in the backup media, damage to the backup media, or acts of God that may result in data loss in our backup or otherwise interfere with a reliable restore of your data from our backup.

We will not be held liable for any hardware failure unless there overwhelming evidence of professional negligence which is determined to be the direct cause of the failure. In the case of a hardware failure due to our negligence we will repair or replace the defective part at our discretion.

Your Billing Rights—Keep This Notice for Future Use

Notify Us In Case Of Errors Or Questions About Your Invoice

If you think you invoice is wrong, or if you need more information about an entry on your invoice, write us, on a separate sheet, at our address on the top of your invoice. Write to us as soon as possible. We must hear from you no later then 28 days after we sent you the first invoice on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following:

1. Your name and Account number.
2. The dollar amount of the suspected error
3. A description of the error and explanation, if possible of why you believe there is an error.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the invoice was correct. After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges. We can apply any unpaid amount against your credit line, if applicable. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your invoice or statement that are not in question.

If we find that we made a mistake on your invoice, you will not have to pay any finance charge related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up the missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation dose not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you question your invoice. We must also tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

SWALL'S ASSOCIATED SERVICES

Standard Account Agreement

July
2009

Tel: 310 782 6112
www.swallservices.com

Standard Account Agreement—Effective July 1, 2009

Your Swall's Associated Services account (the "Account") allows you to make purchases or receive services from Swall's Associated Services. In this Agreement, "you" and "your" mean each person or entity for which we have opened an Account. "We," "our," "ours," and "us" mean Swall's Associated Services or its assignee. Any use of this Account constitutes acceptance of this Agreement. You and we agree as follows:

1. Promise to Pay. You promise to pay us when due all amounts billed when you or your agent uses your Account (even if the amount charged exceeds your permission), all other transactions and charges to your Account, and collection costs we incur, including, but not limited to, reasonable attorney's fees and court costs.

2. Payments. We will send you invoices for your purchases or services rendered in a timely fashion after such products are delivered or services are rendered. We accept your payment in the form of check, money order, or credit card; cash is not accepted at any time. You will pay in United States dollars (checks must be payable at a United States office of the bank the check is drawn on) at least the payment due as shown on your invoice in accordance with payment instructions as listed in the terms section of your invoice. The payment due will be the full amount as listed on the invoice, plus the amount of any past due payment, plus any fees or finance charges incurred. If your payment is more than the amount due a credit will be issued to your Account in the amount of excess.

We accept your payment using your American Express, Discover, MasterCard or Visa credit card via our online payment system. Your online payment is processed and secured by PayPal. Although a PayPal account is not required for most invoice payments certain recurring payments, such as payments on a recurring block-hour contract, will require that you sign up for a free account with the PayPal service in order to process your credit card payment. We do not accept payments by credit cards physically presented to us offline or through any other method at this time.

We will accept online payment for all invoices billed to your account except those whose terms end in NOPA. NOPA, or No Online Payment Available, denotes special invoices where an adequate margin does not exist for us to absorb the credit card processing fee. This situation may occur on certain special order products where, in an attempt to offer you the lowest cost, we invoice you for a product or service at our cost or at a margin less than our credit card processing fee.

Invoices whose terms end in NOPA should be paid by check or money order only. If a payment is received through our online system for an invoice whose terms end in NOPA, a charge equal to our then-current credit card acceptance fee (currently 3.0%) will be billed to your account as a payment acceptance fee. This payment acceptance fee can be paid using any of our available payment methods, including online payment.

We may accept late or partial payments, or payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement.

3. Finance Charges. Finance charges begin to accrue on an invoice after the invoice due date and will continue to accrue until that balance is reduced by a payment or credit. Your Account balance is reduced by payments as of the date received, and by credits as of the date posted. Accounts that have invoices that have not been paid by the payment due

date will begin to accrue interest the day after the payment is due on the oldest delinquent invoice. You will receive notice of the delinquency of your Account in the form of a Finance Charge invoice. Interest will be compounded and will continue to accrue every month until the Account balance has been paid off. Each month in which interest is accrued a Finance Charge invoice will be issued.

We calculate your finance charge by taking the product of your past due balance, the number of days your balance is delinquent, and your Annual Percentage Rate. This number is then divided by 365 to finish the calculation of your finance charge.

Your **ANNUAL PERCENTAGE RATE (APR)** for all invoices billed to your account is 36.00%.

If at any time a finance charge is assessed on your account and the finance charge totals less than the minimum finance charge you will be charged the minimum finance charge of \$17.50 instead.

4. Changes. We may change any part of this Agreement or add or remove requirements, terms, or conditions after notice as required by law. If we change section 3, the new finance charge calculation will apply to your whole Account balance from the effective date of the change, whether or not the balance includes invoices posted to your Account before the change date and whether or not you continue to use the Account.

5. Fees. We may charge your Account \$25.00 for each payment item that is returned to us unpaid (for example, bounced checks).

6. The Account; Cancellation. Your Account can be canceled at our request at any time after at least 30 days notice to you, or without notice if permitted by law. If your Account is canceled, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this agreement will remain in effect. You may cancel your Account by notifying us in writing and paying your entire account balance by the date indicated on the statement that includes your final purchases, services, charges, and fees. You will still be responsible for paying any accrued finance charges and additional charges.

7. Personal Information; Documents. You will give us at least 10 days notice if you change your name, home or mailing address, or telephone numbers. You will promptly give us information about your financial affairs if we ask for it. We may get such information from others, including credit reporting agencies, and provide your address and information about your Account to others. We may also share information with our affiliates. However, you may write to us at any time instructing us not to share such information with our affiliates. If you fail to fulfill any of your obligations under this Agreement, a negative credit report reflecting on your credit record may be submitted to credit reporting agencies.

8. Standard of Care. Transactions on your Account will be processed without our necessarily reviewing every item. Our processing system will call our attention to certain items, which we will examine. We will examine all transactions when you report that your Account has been used without your permission. We do not intend ordinarily to examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care that we in good faith will exercise in administering your Account. You agree to check your invoices and statements against your own records and to notify us promptly of any

unauthorized transaction or error.

9. Default. You will be in default: if you were not eligible for the Account at the time it was opened; if you fail to pay any amount due to us or any other creditor; if you fail to comply with any part of the Agreement; if any information you give us proves to be incomplete or false; upon your death, bankruptcy; or insolvency; if a bankruptcy petition is filed by or against you; or if we believe in good faith that you may not pay or perform your obligations under this agreement. On your default, we may, without further demand or notice, cancel your Account privileges, declare your Account balance immediately due and payable, and invoke any remedy we may have. In the event of your default, the outstanding balance on your Account shall continue to accrue interest at the Annual Percentage Rate(s) disclosed in the **Finance Charges** section of this Agreement, even if we have sued you to collect the amount you owe.

10. Waiver of Certain Rights. We may delay or waive enforcement of any provision of this agreement without losing our right to enforce it or any other provision later. You waive: the right to presentment, demand, protest, or notice of dishonor; any applicable statute of limitations; and any right you may have to require us to proceed against anyone before we sue you.

11. Applicable Law; Severability; Assignment. No matter where you live, this agreement and your Account are governed by federal law and by California law. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. At any time after we determine in good faith that any proposed or enacted legislation, regulatory action, or judicial decision has rendered or may render any material provision of this Agreement invalid or unenforceable, or impose any increased tax, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, or without notice if permitted by law, cancel your Account privileges and declare your Account balance immediately due and payable. If any provision in this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable, but we will have the right to cancel your Account and declare your balance immediately due, as provided in the preceding sentence. We may transfer or assign our rights to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

12. Notices. Other notices to you shall be effective when deposited in the mail addressed to you at the address shown in our records, unless a longer notice period is specified in this agreement or by law, which period shall start upon mailing. Notice to us shall be mailed to our address as listed on your most recent invoice and shall be effective when we receive it.

13. Prices. All prices and configurations advertised are subject to change without notice or obligation prior to acceptance of your order. Advertised prices do not include shipping and handling or applicable taxes.