

## TERMS AND CONDITIONS OF SALE

If you and DataDirect Networks, Inc. ("DDN") signed a written agreement regarding the sale/licensing of the products and services specified in this order acknowledgement (collectively, the "Products"), that agreement shall govern the sale/licensing of the Products. In the absence of such an agreement, the sale/licensing of the Products shall be governed by this Order Acknowledgement, DDN's Terms and Conditions of Sale attached to the corresponding DDN quotation (the "Ts&Cs"), any warranty terms that accompany the Products (the "Warranty Terms"), and, if any of the Products are software or firmware, the end user license agreements that accompany those Products (the "EULAs"). The Ts&Cs, the applicable Warranty Terms, and the applicable EULAs are available on DDN's website at <http://www.datadirectnet.com/resource-downloads/resources>, or may be obtained through your DDN sales representative. This sales acknowledgement, the Ts&Cs, the applicable Warranty Terms, and the applicable EULAs are collectively referred to herein as the "Sale Agreement." The Sale Agreement constitutes the sole and entire agreement between DDN and you regarding the sale/licensing of the Products, and supersedes all prior and contemporaneous communications and agreements regarding same, all of which are merged herein. If any prior or contemporaneous communication from you includes any terms or conditions that are in addition to or inconsistent with those contained in the Sale Agreement, the Sale Agreement shall constitute a counter offer. Your acceptance of the Sale Agreement is expressly limited to the terms set forth in the Sale Agreement. DDN hereby objects to and rejects any terms or conditions in any communication from you that are in addition to or inconsistent with those contained in the Sale Agreement ("Other Terms"), and no act or omission by DDN (with the sole exception of a DDN officer signing a written agreement) shall be deemed to constitute DDN's acceptance of any Other Terms. The Sale Agreement shall be deemed accepted by you as the sole and entire agreement regarding the sale/licensing of the Products upon the earlier of: (i) your failure to reject, in writing, this Order Acknowledgement within ten (10) days following your receipt hereof; (ii) your failure to reject any of the Products within ten (10) days following your receipt thereof; and (iii) your use of any of the Products.