

6500 Hollister Ave.
Santa Barbara, CA 93117
United States
TEL (800) 451-3407 FAX (805) 964-9405
CALIFORNIA STATE RESALE SRA R97-922279

Order Date: 27-JUN-17
Delivery Date: 28-JUN-17
Payment Terms: NET 30
CURVATURE's Routing Guide: <http://www.curvature.com/US-Routing-Guide>
Shipping Method: UPS NEXT DAY AIR SAVER
Shipping Account No.: 1509XW
Seller: MKBTECH
Warranty Terms: 90 Days
CURVATURE PO Status: Approved

SELLER/ORDER FROM:

MKB TECHNOLOGY LLC
ATTN: Sarb Singh
650 Technology Park
Lake Mary, FL 32746-6214
United States
Phone:

BUYER/BILL TO:

Curvature LLC
Chris Lem
6500 Hollister Ave.
Santa Barbara, CA 93117
United States
Phone: (800) 451-3407

SHIP TO:

Curvature LLC
Chris Lem
80 Coromar Drive
Santa Barbara, CA 93117
United States
Phone: (800) 451-3407

LINE	ITEM	UOM	QTY	DESCRIPTION	NOTES	UNIT PRICE	EXTENDED PRICE
1	453154-B21	Each	2	HP BLADESYSTEM C-CLASS VIRTUAL CONNECT 1G SFP RJ-45 TRANSCEIVER		14.00	28.00
SUB TOTAL USD							28.00
FREIGHT							0.00
TAX							0.00%
TOTAL USD							\$28.00

Packaging Instructions:
Bubble Wrap: Goods must be bubble-wrapped to at least 3 inches (if using 1 inch bubble-wrap, use 3 layers; if using 1/2 inch bubble-wrap, use 6 layers).
Box Strength: Boxes should be 275 burst strength or more. All open seams must be double taped & tamper-proof so that any intrusions during shipping can be detected. Use enough bubble-wrap or packing paper so that Goods fit tightly within boxes. Do not use Styrofoam peanuts or pieces.
Manufacturer Packaging: Please double box any Goods that are being sent in the original manufacturer box.
Pallet or Parcel: If shipping more than 3 large boxes, you must palletize the shipment. Use at least 2 bands to secure the majority of boxes to the finished pallets.
Pallet Requirements: Pallets should be completely shrink-wrapped a minimum of 4 times around the entire exterior of the pallet. Do not leave any cardboard unwrapped. Use at least 2 bands to secure the majority of boxes to the finished pallets.
Insurance: When shipping on any Curvature carrier account, do not declare insurance value. If insurance value is declared, Seller shall be responsible for additional costs related thereto.
** Seller shall be liable for any damage arising out of its failure to follow the packaging instructions set forth above.*

Shipping/Documentation Instructions:
To ensure prompt payment and processing:
PO #: Clearly print the PO# on the exterior of the box, packing slip, Shipping Label & invoice.
Packing List: Include all shipping documents and a packing slip (listing PO#, items, quantity and serial numbers) with each shipment
Late Deliveries: Late deliveries are subject to cancellation at Curvature's discretion.
Invoice: E-mail invoice(s) to ap@curvature.com
Tracking Number: Seller must e-mail tracking information to Curvature upon shipment.
Palletized Shipments: Curvature to schedule all palletized freight pickups. Seller must schedule all palletized PO's with Curvature.
**Seller's failure to follow shipping/documentation instructions set forth above may result in rejection, cancellation, and/or late payment.*

Seller represents and warrants that (a) it has free and clear title to all items sold to Curvature under this Purchase Order (collectively, the "Items"), (b) the sale of the Items to Curvature will not violate Seller's contractual obligations to any manufacturer, partner or other third party, and (c) it has made no misrepresentations to any manufacturer, partner or other third party in connection with Seller's acquisition of the Items.

The Purchase Order Terms and Conditions attached hereto are hereby incorporated by reference into this Purchase Order.

Curvature LLC

Purchase Order Terms and Conditions

1. General Application. These terms and conditions and the Purchase Order to which they are attached (together, the "Agreement") govern the purchase of the equipment, software and services specified in the Purchase Order by Curvature LLC ("Curvature") from the person or entity identified as the seller in the Purchase Order ("Seller"). Any services specified on the Purchase Order are referred to herein as the "Services" and any equipment or software specified on the Purchase Order is referred to herein collectively as the "Goods". By accepting the Purchase Order, Seller agrees to be bound by these terms and conditions. Notwithstanding the foregoing, if Curvature and Seller have entered into a written agreement applicable to the Goods and Services then such agreement shall govern the Purchase Order and these terms and conditions shall be inapplicable.

2. Purchase and Sale; Delivery Date; Expiration. Curvature hereby agrees to buy the Goods and Services from Seller and Seller hereby agrees to sell the Goods and Services to Curvature. Seller shall deliver the Goods to Curvature by the delivery date indicated on the Purchase Order. If Seller fails to deliver the Goods to Curvature by the delivery date set forth in the Purchase Order, or within thirty (30) days of the date of the Purchase Order if no delivery date is set forth therein, Curvature may cancel the Purchase Order in which case Curvature shall not be obligated to purchase the Goods.

3. Prices and Payment; Taxes. The agreed upon price for the Goods and Services is set forth in the Purchase Order. Payment shall be due as set forth in the Purchase Order, or, if not set forth in the Purchase Order, payment shall be due on the later of (a) thirty (30) days from Curvature's receipt of Seller's invoice and (b) the expiration of the Inspection Period. Curvature shall be responsible for all taxes imposed by any governmental authority relating to the purchase of the Goods and Services, except for any such taxes based on Seller's income, and all such taxes shall be set forth on the applicable invoice. Seller shall remit all such taxes to the proper taxing authority.

4. Shipment; Title and Risk of Loss. Unless otherwise set forth in the Purchase Order, Curvature shall be responsible for shipping and handling which are additional costs and will be set forth as a separate charge on the Purchase Order. Title and risk of loss shall pass to Curvature, and delivery shall be deemed completed, upon delivery of the Goods to Curvature at the location specified on the Purchase Order. Seller shall securely package the Goods to prevent damage in transit.

5. Inspection and Acceptance of Goods. Upon delivery of the Goods, Curvature shall have a period of fourteen (14) days (the "Inspection Period") within which to inspect the Goods to confirm that there are no material defects and that the Goods conform to the requirements of this Agreement, and any documentation provided by Seller or the OEM. Curvature may reject any defective or otherwise nonconforming Goods. By way of clarification, any Goods that display an "Ilet authentication", "SMC message" and/or "credential file" error or field notice shall be considered defective and will be rejected by Curvature. Curvature may reject Goods by delivering written notice of rejection to Seller during the Inspection Period. Curvature shall not be required to pay for any such rejected Goods and Seller shall promptly refund any payments previously made by Curvature with respect to such Goods. Seller must arrange for the prompt return shipment of such rejected Goods at Seller's expense. Failure by Curvature to inspect the Goods and/or deliver written notice of rejection to Seller within the Inspection Period shall constitute Curvature's acceptance of the Goods, subject to the terms and conditions of this Agreement. For the avoidance of doubt, Goods shall not be deemed to have been received by Curvature until they have cleared customs and been delivered to Curvature at the delivery address set forth on the Purchase Order.

6. Goods and Services Warranty. Seller represents and warrants as follows: (i) Seller owns all right, title and interest in and to the Goods, free and clear of any liens, claims, encumbrances or restrictions, and will convey the same to Curvature, (ii) the Goods are in good operating condition and of good, usable and merchantable quality, and conform to all documentation provided by Seller or the manufacturer indicated on the Purchase Order, and (iii) the Goods are genuine product of the manufacturer indicated on the Purchase Order, include only authorized and genuine trademarks and technologies, and are properly available for import into and sale within the country identified in the Ship To address on the Purchase Order. If the Goods are new, Seller shall either pass on the original manufacturer's standard warranty on the Goods, or honor such warranty itself if it is unable to pass it on. If the Goods are used, Seller shall pass on the original manufacturer's standard warranty on the Goods to the extent it is able to do so and, if it is unable to do so, Seller shall honor such warranty itself for no less than thirty (30) days from the date of delivery of the Goods; provided however, that if Seller's standard warranty period on used Goods is longer than thirty (30) days, or if Seller has agreed in writing elsewhere with Curvature to a longer warranty period, then such longer warranty period shall apply. Seller represents and warrants that it will perform the Services in a professional manner in accordance

with industry standards and all applicable laws, and that it has the required expertise to do so.

7. Representations and Warranties. Each party represents and warrants to the other that (a) it has the full authority and power to enter into this Agreement, (b) the execution and performance of this Agreement will not violate any of its obligations to, or any rights of, any third party, or violate any applicable laws and (c) when executed, the Agreement will be binding on it. Seller further represents and warrants that (a) it owns all right, title and interest in and to the Goods, (b) the sale of the Goods and/or Services will not violate Seller's contractual obligations, if any, to any manufacturer, partner, or other third party; and (c) it has made no misrepresentations to any manufacturer, partner, or other third party in connection with Seller's acquisition of the Goods.

8. Disclaimer. Except as otherwise stated in Sections 6 and 7, neither party makes any other representations or warranties of any kind, either express or implied.

9. Indemnification. Seller shall indemnify, defend and hold Curvature and its affiliates, and its and their respective directors, officers and employees, harmless from any claims, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of (a) Seller's breach of any of its obligations, representations or warranties under this Agreement, and (b) any claims that the Goods or Services infringe upon the intellectual property rights of any third party.

10. Customs-Trade Partnership Against Terrorism (C-TPAT). Seller recognizes that Curvature is a certified member of the Customs-Trade Partnership Against Terrorism ("C-TPAT") program of the U.S. Bureau of Customs and Border Protection. Curvature is required to ensure that its suppliers comply with certain C-TPAT security requirements. Accordingly, Seller will comply with any shipping and packaging instructions given by Curvature in connection with its C-TPAT compliance program. Seller understands that it may be required to complete and sign a Foreign Supplier Security Questionnaire and/or C-TPAT Business Partner Cover Letter and Acknowledgment Form prior to doing business with Curvature.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, exclusive of conflicts of law provisions that would permit or require the application of the laws of another jurisdiction.

12. Dispute Resolution and Arbitration. Any claim, dispute or controversy arising out of or relating to the Goods and Services or this Agreement shall be resolved exclusively by binding arbitration in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

13. Notices. Any notice, approval or other communication to the other party under this Agreement must be submitted by facsimile, email, overnight express mail or certified or registered mail (postage prepaid, return receipt requested) to the contact details provided by the other party in the Purchase Order and shall be effective upon receipt.

14. Miscellaneous. If either party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's non-performance shall be excused until such time as the cause of such non-performance has ended. Notwithstanding the foregoing, if such an event continues for more than ten (10) days, the other party shall be permitted to terminate this Agreement in its discretion. This Agreement is made solely for the benefit of Curvature and Seller and their respective successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. The waiver of a provision, covenant, condition or right, or an extension of time, will be effective only if made in writing, and will not be construed as a subsequent waiver of the same or any other provision, covenant, condition or right, or an extension of any other time. Except as may be set forth in a written agreement signed between Curvature and Seller, this Agreement constitutes the final, complete, and exclusive statement of the terms of the purchase and sale of the Goods and Services between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties. In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted. The prevailing party in any action, suit, arbitration or proceeding arising from or based upon this Agreement shall be entitled to recover its reasonable attorneys' fees in connection therewith in addition to the costs of such action, suit, or proceeding. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.