

TERMS AND CONDITIONS OF SALE

THIS IS A LEGALLY BINDING CONTRACT. BY PLACING AN ORDER, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED AND AGREED TO BE BOUND BY THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE SUBJECT TO MODIFICATION WITHOUT PRIOR WRITTEN NOTICE AT ANY TIME, IN IPIX'S SOLE DISCRETION.

This Agreement contains the terms and conditions that apply to your purchase from IPIX Corporation ("IPIX") of goods, hardware or products (the "Products"), and/or services and support ("Services") from the IPIX InfoMedia business unit. Please read these terms and conditions of sale carefully. It contains very important information about your rights and obligations, as well as limitations and exclusions that may apply to you.

1. Price and Payment Terms. Your total price for the Product(s) and Services will be stated on your purchase receipt. Terms of payment are within IPIX's sole discretion, and unless otherwise agreed to by IPIX, payment must be received by IPIX prior to IPIX's acceptance of an order. Payment for the Product(s) and Services and support must be made by credit card (Visa or MasterCard, Discover, Amex), debit card (issued by Visa, MasterCard, Discover) or some other prearranged payment method, unless credit terms have been agreed to by IPIX. Orders are not binding upon IPIX until accepted by IPIX. Any price quotations given by IPIX will be valid for the period stated on the quotation, with the exception that IPIX reserves the right to reject any sale for any reason, including a misprint in the price quotation or advertisement. Prices advertised do not include shipping, handling, or import duties, if applicable, or applicable sales taxes, which will be added to the price you pay, unless you provide IPIX with a valid and correct tax exemption certificate applicable to the Product(s) prior to IPIX's acceptance of the order.

2. Shipping and Title. IPIX will arrange shipping of the Product(s) to your address. Title to the Product(s) passes to you upon delivery to the carrier, and risk of loss passes to you upon delivery to your address. The costs of shipping and handling will be shown on your purchase receipt. You shall bear all costs of shipping the Product(s). IPIX will inform you of estimated shipment dates, but will not be responsible for delays in delivery due to events beyond its control, including shortage of materials, labor strikes, transportation failure, or acts of God.

3. Inspection. You must examine the Product(s) immediately upon receipt. Any shortages or missing or damaged items must be reported to IPIX at once. You waive any claim for damaged or missing items if made more than seven (7) days after the date of delivery.

4. Software. Your use and warranties of any software provided by IPIX is governed solely by the terms of the license agreement presented during installation.

5. Products. IPIX's policy is one of an ongoing product update and revision. IPIX may revise and discontinue Product(s) at any time. As applicable, IPIX will ship you Product(s) that have the functionality and performance of the Product(s) you ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible.

6. IPIX Limited Warranty (the "Limited Warranty"). IPIX provides a one year (from the date of the purchase receipt) limited warranty on any hardware Product(s) manufactured by IPIX as follows: IPIX warrants, only to the original purchaser of the Product(s), that the Product(s) will be free from defects in materials and workmanship and will operate substantially in accordance with IPIX's published functional specifications. This limited warranty does not cover damage due to external causes, including, but not limited to, accident, abuse, misuse, problems associated with electrical power, problems caused by failure to provide a suitable environment or proper installation for the Product(s), servicing not authorized by IPIX, use not in accordance with Product instructions, failure to perform required preventative maintenance, problems caused by programs or viruses, and problems caused by the use of any parts or components not supplied by IPIX. This Limited Warranty is void if the Product(s) are taken apart in any manner. This Limited Warranty does not cover any Product(s) in any of the following categories: software, products manufactured by third parties, and parts or accessories added to a Product after shipment from IPIX.

7. Limited Manufacturer Warranty (the "Manufacturer Warranty"). Certain Product(s) sold or provided by IPIX come with a warranty from the original manufacturer of the Product and its components. Manufacturer Warranties may carry different return and warranty policies than Product(s) covered under the Limited Warranty offered by IPIX, and IPIX makes no claims or guarantees with respect to a Manufacturer Warranty. To return any Product under Manufacturer Warranty for reason of defect, you must contact the manufacturer at its telephone number or address. All warranty service or technical support provided on a Product under a Manufacturer Warranty is provided by the manufacturer, not by IPIX. Please contact the manufacturer directly for support or other information.

8. Disclaimer. EXCEPT FOR THE LIMITED WARRANTY, THE PRODUCT(S) ARE SOLD "AS IS", AND IPIX DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, MERCHANTABILITY FOR COMPUTER PROGRAMS AND INFORMATIONAL CONTENT.

9. Remedies. Your sole remedy concerning the Product(s) is, in IPIX's sole discretion: (i) to replace any defective product; or (ii) to refund the amounts paid by you to IPIX. In either case, you must first return the Product(s) in accordance with the Return Policies as set forth herein. IN NO EVENT SHALL IPIX, OR ITS SUPPLIERS OR RESELLERS, BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE PRODUCT(S), EVEN IF IPIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL IPIX'S LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID BY YOU TO IPIX.

10. Return Policies. Product(s) may not be returned except in the case of defective merchandise. IPIX may choose to repair, replace, or exchange Product(s) at its discretion. Costs for shipping, handling, any applicable insurance fees, and any applicable sales taxes, which are costs that you paid when you bought the Product(s), are not refundable and will be deducted from any refund. Failure to follow the procedures set out in this section may result in delays in the replacement of parts, repair, or replacement of your Product(s). In addition, IPIX reserves the right to refuse to accept Product(s) when these procedures are not followed. To return Product(s), you must call IPIX Customer Service to receive a Return Merchandise Authorization (RMA) Number. you must ship the Product(s) to IPIX in their original packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Any returned Product shipped C.O.D., or without a RMA Number visible on the exterior of the carton, may be refused by IPIX.

11. Technical Support. IPIX provides a range of basic technical support options for the Product(s) via a variety of on-line, telephone, and other methods. IPIX may change the means through which it provides technical support at any time. It is likely that many of your questions will be answered by the documentation shipped with, and information loaded on, the Product(s). IPIX DOES NOT PROVIDE FREE SOFTWARE TUTORING OR CUSTOMIZATION, OR SUPPORT FOR ANY OTHER ACCESSORIES, INCLUDING SOFTWARE, OR ANY PRODUCTS PURCHASED FROM THIRD PARTY VENDORS. Set forth below are some current technical support services and options provided by IPIX to its customers.

a. Product Manuals. A number of manuals and other publications accompany your Product(s) or are available online. In addition, there are a number of help files loaded on your Product(s). We recommend that you carefully review these materials.

b. IPIX Internet Sites. We also recommend that before calling technical support, you go to the IPIX Web site on the Internet. It is likely that you can find answers to most, or all, of your questions there.

c. Online Services. You can also obtain answers to your technical support questions through the on-line services listed below. These services contain public forums, downloadable files and e-mail support.

d. Telephone Support. If you cannot find answers online, you can call technical support. Call volume can vary dramatically and affect your ability to reach IPIX technical support and/or the time you may be required to wait to speak to a technician. You may receive telephone support for up to 2 incidents during the first 30 days after your purchase of the Product(s).

12. Indemnification. You agree to use the Product(s) in a manner that complies with all applicable laws, rules and regulations in the jurisdictions and countries in which you use the Product(s), including without limitation all import/export, criminal, pornography, privacy, private or civil rights, copyright, trademark, patent and intellectual property laws. You further agree to indemnify and hold harmless IPIX from any claim, action, liability or expense

(including reasonable attorneys' fees and costs) arising out of your use of the Product(s) and any breach of this Agreement by you. In the event of any breach by you of this Agreement, IPIX shall be entitled to adopt against you any measure, including without limitation equitable relief, injunctive relief and specific performance, as well as recovery of all damages, expenses and costs.

13. Typographical Errors. In the event any of the Product(s) or Services are listed at an incorrect price due to typographical error or error in pricing information received from suppliers, IPIX shall have the right to refuse or cancel any orders placed for such Product(s) or Services listed at the incorrect price. IPIX shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and a customer's credit card charged. If a customer's credit card has already been charged for the purchase and the order is canceled, IPIX shall immediately issue a credit to customer's credit card account in the amount of the incorrect price.

15. Applicable Law; Not For Resale. This Agreement is made and shall be construed in accordance with the laws of the State of Tennessee. you agree and represent that you are buying for your own internal use only, and not for resale, and that the sole and exclusive jurisdiction for any action or proceeding arising out of or relating to this Agreement shall be in an appropriate state or federal court located in the State of Tennessee, County of Knox. IPIX has separate terms and conditions governing resales.

16. Severability. If any provision of these terms and conditions shall be ruled unenforceable, then the remainder shall be enforced to the extent permissible.

17. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for Product(s) or Services and support that are subject to additional or altered terms and conditions will be null and void, unless otherwise agree to in a written agreement signed by both you and IPIX.