



SonicWall Firewall Terms and Conditions

1. Use. Customer shall use the SonicWall Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

2. Repairs. Customer shall keep the Equipment in good repair, condition and working order.

3. Loss and Damage.

- A. During the term of the service agreement, GTB shall make any necessary repairs or replacements of defective Equipment, provided that the Equipment is not damaged or destroyed as a result of customer's negligence, recklessness or intentional misconduct.
- B. In the event of loss or damage to the Equipment during the term of the agreement, due to customer's negligence or recklessness, Customer will pay the full retail value of the SonicWall utility box at the time of the loss.
- C. Limitation of Liability.

The liability of GTB for claim of loss, expense, or damage due to any interruption, delay, error, omission or defect in any service, equipment, software, facility or transmission provided under this Agreement shall not exceed an amount equal to the proportionate charge to GTB for the period of service during which such interruption, delay, error, omission or defect occurs. Customer acknowledges that interruption of certain services or failure or malfunction of Equipment may result due to matters outside of GTB's reasonable control and in such cases GTB shall not be liable for any loss or damages. In any event, GTB shall NOT be liable for any indirect, incidental, consequential, punitive or special damages, or for any lost profits, lost business, lost or corrupted data or other economic loss or damages arising or related to this Agreement or the goods, equipment and services provided hereunder.

This limitation of liability shall apply, to the fullest extent allowed by applicable State or Federal laws, to any claim or cause of action arising out of tort, contract, strict liability or any other legal theory, and whether or not GTB has been advised of or knew of the possibility of such loss or damages. GTB's maximum liability to customer for lost or corrupted data, information, software or other files shall be limited to \$500.

EXCEPT AS SPECIFICALLY SET FORTH IN 3.A ABOVE, GTB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Surrender. Within seven (7) days of the expiration, or earlier termination, of this Agreement, Customer shall return the Equipment to GTB in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment to such place as GTB shall specify.



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5. Insurance. Customer shall procure and continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment. Such insurance shall be effective from the delivery date of the Equipment.

6. Taxes. Customer shall keep the Equipment free and clear of all levies, liens and encumbrances. Customer shall pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of customer.

7. Indemnity. Customer shall indemnify GTB against, and hold GTB harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Customer's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

8. Default. If customer fails to pay any monthly service charge or other amount herein provided within seven (7) days after the same is due and payable, or if customer fails to observe, keep or perform any other provision of this agreement required to be observed, kept or performed, GTB shall have the right to exercise any one or more of the following remedies:

- A. To declare the entire amount of service hereunder immediately due and payable without notice or demand to customer.
- B. To sue for and recover all monthly charges, late fees, and other payments, then accrued or thereafter accruing.
- C. To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Customer hereby waives any and all damages occasioned by such taking of possession.
- D. To terminate this agreement.

Notwithstanding any repossession or any other action which GTB may take, customer shall be and remain liable for the full performance of all obligations on the part of the Customer to be performed under this Agreement. In the event of a default by Customer hereunder, Customer (and any guarantor) shall be liable for reasonable attorney's fees, court costs and other costs of collection. All of GTB's remedies are cumulative, and may be exercised concurrently or separately.



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9. Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of SonicWall; and the Customer shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

10. Entire Agreement. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

11. Notices. Service of all notices under this Agreement shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

12. No Assignment or Subletting. Customer shall not attempt to sell, assign, transfer, or sublet this Agreement or its interest in the Equipment without the prior written consent of GTB. If Customer is a corporation, LLC, trust, partnership or other entity, then any transfer, sale or assignment of any interest therein shall be deemed to be a prohibited transfer hereunder, unless approved in advance by GTB in writing, such approval in GTB's sole and absolute discretion.

Customer shall also maintain possession of the Equipment at all times. Any request for an assignment or transfer of Customer's obligations hereunder shall be in writing, and shall be subject to GTB's sole discretion.

13. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

14. Governing Law. This Agreement shall be construed and enforced according to laws of the State of Maryland.

15. Severability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.