




Retail Purchaser End User Agreement (Applies to all purchases from retail sellers, including department stores & “value added resellers”)

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU. THIS DOCUMENT CONTAINS A BINDING ARBITRATION CLAUSE.

This Retail Purchaser End User Agreement ("Agreement") governs your retail purchase and use of ad notam LLC ("ad notam") products and/or services and support sold in the United States ("Product"). BY PURCHASING AND USING THE PRODUCT, YOU ("CUSTOMER") AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT USE THE PRODUCT, AND RETURN THE PRODUCT TO YOUR PLACE OF PURCHASE (subject to its return policy).

1. **Other Documents.** This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and ad notam.
2. **Warranties.** THE LIMITED WARRANTIES APPLICABLE TO AD NOTAM®-BRANDED HARDWARE PRODUCT CAN BE FOUND AT <http://www.adnotam.com/warranty.htm> OR IN THE DOCUMENTATION FOUND WITH YOUR AD NOTAM®-BRANDED PRODUCT. AD NOTAM MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, OR NON-AD NOTAM® BRANDED PRODUCT, SERVICE, MAINTENANCE OR SUPPORT. SUCH PRODUCT, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY AD NOTAM "AS IS" AND THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY AD NOTAM. AD NOTAM MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN AD NOTAM'S APPLICABLE AD NOTAM®-BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE PURCHASE OF YOUR PRODUCT. AD NOTAM®-BRANDED WARRANTIES AND SERVICES WILL BE EFFECTIVE WHEN YOU HAVE TRANSFERRED THE OWNERSHIP OF THE PRODUCT INTO YOUR NAME, ALTHOUGH THE WARRANTY PERIOD COMMENCES ON THE DATE OF THE PURCHASE. YOU MAY FIND THE INSTRUCTIONS FOR HOW TO TRANSFER OWNERSHIP INTO YOUR NAME IN THE DOCUMENTATION FOUND WITH YOUR PRODUCT OR BY VISITING <http://www.adnotam.com/register>. **LIKE YOUR USE OF THE PRODUCT, TRANSFERRING OWNERSHIP OF THE PRODUCT INTO YOUR NAME EXPRESSES YOUR INTENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT.** IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCT, SERVICES, MAINTENANCE, OR SUPPORT ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY.
3. **Software.** All software is provided subject to a license agreement and you agree that you will be bound by such license agreement.
4. **Return Policies; Exchanges.** Returns and exchanges are governed by the policies of the retailer where you purchased the Product.
5. **Service and Support.** Service offerings may vary from Product to Product. In addition to this Agreement's terms and conditions, ad notam and/or your third-party service provider may provide such service and support to you in the United States in accordance with the terms and conditions located at http://www.adnotam.com/service_contracts or as otherwise delivered to you. ad notam and/or your third-party service provider may at their discretion, revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you. ad notam has no obligation to provide service or support until ad notam has received full payment for the service/support contract you purchased. ad notam is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third-party and not ad notam. It is your responsibility to backup all existing data, images, software, and programs before receiving services or support (including telephone support). ad notam and/or your third-party service provider will have no liability for loss or recovery of data, images, programs or loss of use of product(s) and/or system(s) arising out of the services or support or any act or omission, including negligence, by ad notam or your third-party service provider. ad notam and/or your third-party service provider is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to ad notam and/or your third-party service provider providing service or support, you represent that your products(s) and system(s) do

not contain illegal files, images or data. You also represent that you own the copyright or have a license to make copies to all files and images on your system and do not have any data or images that would cause ad notam to be liable for copyright infringement if those files or images were copied by ad notam and/or your third-party service provider. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.

6. **Limitation of Liability.** AD NOTAM DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AD NOTAM WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, AD NOTAM IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT YOU PAID FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
7. **Applicable Law; Not For Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying only for your own internal use only, and not for resale or export. ad notam has separate terms and conditions governing resale of Product by third parties and transactions outside the United States. Terms and conditions for resale are located at: www.adnotam.com/termsofsale.htm.
8. **Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, THE PURCHASE AND USE OF THE PRODUCT, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND AD NOTAM arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement, Customer's purchase or use of the Product, ad notam's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.
9. **Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND AD NOTAM, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "ad notam") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Customer's purchase or use of the Product, ad notam's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) under its Commercial Arbitration Rules then in effect (available via the Internet at <http://www.adr.org/sp.asp?id=22440> , or via telephone at 1-800-778-7879). The Arbitration will be conducted before three (3) independent and impartial arbitrators. ad notam will appoint one (1) arbitrator and the other party or parties will appoint one (1) arbitrator. The two (2) appointed arbitrators will then select a third arbitrator, who shall be the presiding arbitrator. ad notam will be responsible for paying any arbitration fees to the extent such fees exceed the amount of the filing fee for initiating a claim in the small claims or similar court in the state in which you reside. The arbitration hearing shall take place in New York, NY and will be governed by the United States Federal Arbitration Act to the exclusion of any inconsistent state laws. The arbitration will be limited solely to the dispute or controversy between customer and ad notam. NEITHER CUSTOMER NOR AD NOTAM SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' arbitration agreement, and if found unenforceable, the entire arbitration provision shall not be enforced. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). The arbitrators shall base their award on the terms of this Agreement, and will follow the law and judicial precedents that a United States District Judge sitting in the Southern District of New York would apply to the Dispute. The arbitrators shall render their award in writing and will include the findings of fact and conclusion of law upon which their award is based. Judgment upon the arbitration award may be entered by any court of competent jurisdiction. The

ad notam[®] LLC

existence or results of any negotiation, mediation or arbitration will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. Information may be obtained and claims may be filed with the American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY 10019.