

## \*\*\*\*\* FACSIMILE COVER SHEET \*\*\*\*\*

To: Office Supplies, Inc.  
804-897-6357

Date: 09/28/07

From: Brent Lowe

Fax ID: OGAA0000

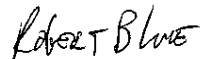
Subject: Purchase Order #4620

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Dear Sir or Madam,

Please find the attached Purchase Order #4620.  
It has been a pleasure working with you.

Sincerely,



Brent Lowe

This facsimile has been automatically delivered to you by AventX(tm) UNIX,  
a product of STR Software.

**XML PURCHASE ORDER**

PO Number 4620	Revision 0	Page 1
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**Ship To:**  
90 Fifth Avenue

New York, NY 10022-3422  
United States

**Vendor:**  
Office Supplies, Inc.  
3605 Warrensville Center Road  
Shaker Heights, OH 44122  
United States

**Bill To:**  
90 Fifth Avenue

New York, NY 10022-3422  
United States

VENDOR NO. 1008		DATE OF ORDER 28-SEP-07		REVISION DATE		BUYER B Lowe	
PAYMENT TERMS 30 Net (terms date + 30)		SHIP VIA UPS		F.O.B. Origin			
ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX	
1	Business Cards, Box of 250	2	BOX	35	70	N	
PO Number must appear on all shipping papers, packages, bills of lading, & invoices.					<b>TOTAL</b>	70	
Subject to attached Terms & Conditions				By  Authorized Signature			

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Dir Sir or Madam,

Please format the business cards with the below information:

Brent Lowe  
Manager of Product Development  
11505 Allecingie Parkway  
Richmond, VA 23235

804-897-1600 x132  
brent.lowe@strsoftware.com

## Purchase Order Terms and Conditions

1. OFFER AND ACCEPTANCE -- This purchase order is an offer by STR Software, and its affiliates ("Buyer") to seller and is not an acceptance of any prior offer made to Buyer by seller. Acceptance of this offer is expressly conditional on seller's assent to its terms. Buyer objects to any additional terms. In the case of goods, DO NOT SHIP the goods ordered under this purchase order unless you intend to be bound by all of the terms and conditions of this offer, as shipment by seller of the goods ordered shall constitute acceptance of this offer to purchase. In the case of services, DO NOT BEGIN PERFORMING SERVICES under this purchase order unless you intend to be bound by all of the terms and conditions of this offer, as seller's initiation of services shall constitute acceptance of this offer to purchase. Except as expressly contemplated by a separate agreement signed by Buyer and seller and Section 2 of this purchase order, this purchase order shall be the final written expression of agreement between Buyer and seller, constituting the entire contract between Buyer and seller and superseding all previous communications, either oral or written. Terms and conditions of seller's business forms inconsistent with the terms and conditions of this purchase order shall not become part of any resulting contract.
2. PAYMENT TERMS -- Seller shall invoice Buyer within thirty (30) days after delivery of goods or completion of the performance of the services. Buyer shall make full payment of all undisputed amounts to seller at the address specified on the invoice no later than thirty (30) days from the date of invoice. Title to goods shall pass to Buyer upon delivery of the goods to the location(s) specified in the applicable purchase order. The prices for such goods and/or services shall be those set forth in an attachment to this purchase order. All prices are exclusive of any federal, state, county or municipal sales or use taxes, excise or similar charges, or any other tax assessment charged on the sale or transportation of goods or services sold under this purchase order, which taxes and charges (other than taxes assessed against income) shall be paid by Buyer.
3. DELIVERY TERMS -- All shipments of goods shall be made F.O.B. destination. Seller will arrange shipments of goods on commercially reasonable terms and in accordance with the applicable delivery date specified on this purchase order. Seller shall pay for all normal freight and all special handling or air express charges incurred at Buyer's request or as necessary due to the type of goods being delivered, including, without limitation, hazardous materials fees (where applicable), ice and container charges (where applicable) and other product-specific charges; provided that Buyer shall reimburse seller for all such shipment costs. Seller shall insure goods to the delivery location specified on this purchase order and such costs shall be reimbursed by Buyer. Risk of loss and damage to goods shall pass to Buyer at the time Buyer takes title to the goods pursuant to this purchase order, subject to the "Returned Goods" section of this purchase order.
4. WARRANTY -- Seller expressly warrants to Buyer that all goods and services covered by this purchase order are free from defects in material and workmanship and conforms to specifications, designs, drawings, samples and other descriptions provided by Buyer to seller. All warranties for goods and services shall continue for a period of three (3) months from the date of delivery, in the case of goods, and three (3) months from the date of the completion of each service, in the case of services. Buyer's remedy in the event of a breach of any of the warranties contained herein shall be, at Buyer's option, either (a) the repair or replacement by seller of the defective goods or the re-performance of the defective service or (b) the reimbursement to Buyer of the purchase price Buyer paid for such defective goods or services. EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER EXPRESS OR IMPLIED WARRANTY IS MADE WITH RESPECT TO THE GOODS OR SERVICES PURCHASED UNDER THIS PURCHASE ORDER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER. Except as set forth in Section 3, neither party shall be liable to the other for indirect, special, incidental or consequential damages resulting from any breach of this purchase order.
5. COMPLIANCE WITH LAWS; INDEMNIFICATION -- Seller shall comply with and give all notices required by any law, ordinance, rule, regulation and lawful order relating to seller's performance of this purchase order. Seller shall notify Buyer if it becomes aware of any non-compliance with such laws, ordinances, rules, regulations and orders by seller in connection with this purchase order and shall take all appropriate action necessary to ensure compliance by itself and by its subcontractors (if any) with such laws, ordinances, rules, applicable regulations and orders

SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER FROM AND AGAINST ALL CLAIMS, LOSSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY SELLER'S NEGLIGENT ACTS OR OMISSIONS, INCLUDING BUT NOT LIMITED TO (I) SELLER'S MATERIAL BREACH OF THIS PURCHASE ORDER AND (II) ANY VIOLATION OF ANY LAW, ORDINANCE, RULE, REGULATION OR LAWFUL ORDER APPLICABLE TO SELLER'S PERFORMANCE UNDER THIS PURCHASE ORDER. SELLER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER AGAINST ANY AND ALL CLAIMS, LOSSES AND COSTS RELATING TO ANY DAMAGE TO OR LOSS OF BUYER'S REAL OR TANGIBLE PROPERTY AND/OR INJURY TO OR DEATH OF ANY PERSON ARISING DIRECTLY FROM THE USE OF THE GOODS OR ASSERTED AGAINST AN EMPLOYEE OF SELLER AT ANY OF BUYER'S SITES.

In the event the actual delivery date will fall more than ten (10) days after the delivery date requested on this purchase order, seller shall notify Buyer in writing of such delay and shall specify a new delivery date. If such new delivery date falls more than thirty (30) days after the delivery date requested on this purchase order, Buyer will have the right without liability to cancel this purchase order.