**OCEUS NETWORKS INC.**
**TERMS AND CONDITIONS OF SALE**

1.  Orders and Acceptance.  All orders are subject to Oceus Networks Inc.'s ("Oceus Networks") written acceptance.  Unless otherwise specifically agreed to in writing, all sales transactions are expressly limited to the terms and conditions set forth herein.  All terms and conditions (including but not limited to additional and/or different terms and conditions) contained in any of Purchaser's purchase orders or other documents submitted by Purchaser are expressly rejected.  No waiver of these terms and conditions or acceptance of other terms and conditions shall be construed from Oceus Networks' failure to object to the same.

2. Security Interest.  Until such time as Oceus Networks is paid in full for product shipped, Purchaser hereby grants to Oceus Networks a purchase money security interest in the products.  Purchaser will assist Oceus Networks in taking necessary action to protect Oceus Networks' security interest.

3. Quotations and Published Prices.  All written quotations shall automatically expire on the expiration date listed on the quotation or, if no expiration date is listed on the quotation then ninety (90) days after issuance, and are subject to withdrawal by notice within that period.  Oceus Networks, at its sole option, may extend the effective date of written quotations.  Prices shown on published price lists and other literature issued by Oceus Networks do not represent unconditional offers to sell, and are subject to change without notice.  Oceus Networks' prices do not include installation or final on-site adjustment.

4. Payment.  Payment in full is due net thirty (30) days from the date of Oceus Networks' invoice unless otherwise expressly stated on the invoice.  Amounts past due are subject to a service charge of 1.5% per month or the maximum rate permitted by law.  In the event that Oceus Networks, in its sole discretion, deems Purchaser's financial condition unsatisfactory, Oceus Networks may require full or partial payment in advance.  Upon Purchaser's failure to submit full or partial payment upon request, Oceus Networks may cancel or delay any or all orders or adjust those prices in effect at the time of delayed shipment.

Payment terms specific to Oceus Networks' categories of offerings are:

(a) Equipment. (Hardware and Software, inclusive of standard manufacturer's warranty): Payment in full is due upon acceptance of delivery. Depending on the quantities ordered, partial delivery and invoicing for the delivered good may be required.

(b) Services. For services to be performed and completed within 30 days, payment is due upon completion. For services requiring more than one month of performance, payment is due in full for each service activity as set forth in Oceus Networks' proposal.  Pre-determined service activities and amount must be negotiated upfront prior to the start of services performed.  Milestone payments or performance objective payments take precedence when stipulated prior to award.

(c) Training. Payment for training due two weeks prior to the start of all formal training courses.

(d) Premium Warranty.  Warranties are renewable at least annually and reinstatement fees apply for lapses in coverage. Payment for Warranty is due in full at commencement of the Premium Warranty coverage.

5. Taxes.  Oceus Networks' prices do not include federal, state or local taxes, including sales, use, property, import/export, value added, excise or similar taxes.  Oceus Networks shall bill as a separate line item all such taxes and Purchaser agrees to pay and/or reimburse Oceus Networks for any such applicable taxes.

6. Cancellation.  Purchaser's cancellation of any order is subject to Oceus Networks' receipt of Purchaser's prior written notice not less than thirty (30) days before:  (a) the order's requested delivery date, or (b) the

date services are to commence.  In the event of any whole or partial cancellation of any order by Purchaser, Purchaser shall pay to Oceus Networks the reasonable costs and expenses (including engineering expenses and all commitments to suppliers and subcontractors) incurred by Oceus Networks prior to Oceus Networks' receipt of the cancellation notice plus profit at the rate of 30% for similar work on the portion of the order canceled.  Orders for non-standard catalog numbers and special items are final and non-cancellable.

7.  Changes and Substitutions.  Oceus Networks reserves the right to substitute equivalent product where such substituted product does not materially affect form, fit or function.  Changes requested by Purchaser to product orders are subject to Oceus Networks' approval and written acceptance.  Purchaser shall reimburse Oceus Networks for any additional costs and expenses related to any such changes.

8.  Shipping.  Products shall be shipped F.O.B.  Origin.  Title to, and risk of loss or damage to, the products shall pass to Purchaser upon Oceus Networks' delivery of the products to a carrier.  Unless otherwise set forth on Oceus Networks' quote, prices do not include shipping charges.  Unless any order is marked "Ship Complete," Oceus Networks may, in its discretion, make partial shipments.  Oceus Networks reserves the right to use its own discretion in the manner and routing of shipments.  Specified shipping dates shall be estimates only and are subject to change by Oceus Networks without notice or liability.

9.  Claims.  By signing for a receipt of a shipment and/or completion of installation, Purchaser acknowledges that it has received the products ordered in full and in acceptable and working condition.  Any claims for defective, damaged, or missing products must be reported in writing by the Purchaser within twenty (20) days from the said receipt and/or completion date; otherwise, such claims will deemed waived by the Purchaser.  For any claims validly and timely made, Oceus Networks shall either repair or replace the defective, damaged or missing products or re-perform the defective Services.  In the event that identical or reasonably similar products are unavailable Oceus Networks shall reimburse Purchaser to the extent such products were already paid for by Purchaser.  Such repair, replacement or refund for products and re-performance for Services shall be Purchaser's sole and exclusive remedy for defective, damaged or missing products or Services.

10.  Standard Manufacturer's Warranty.
(a)  Oceus Networks warrants that each product provided by Oceus Networks to Purchaser hereunder will, during the applicable warranty period, perform in substantial accordance with the applicable specifications. Oceus Networks warrants that the Services shall be performed in conformance with generally accepted industry standards.  The warranty period is:  (i) twelve (12) months for the hardware components of the product, commencing upon delivery of the product; (ii) ninety (90) days for Software commencing upon delivery of the Software, or (iii)  ninety (90) days for Services, commencing upon the date the Service is performed.  If notified by Purchaser of the failure of the product or Service to perform in substantial accordance with the warranties set forth above within the applicable warranty period, Oceus Networks shall, at its election and expense, repair or replace any such defective product or re-perform any defective Service.  Such repair, replacement or re-performance shall be Purchaser's sole and exclusive remedy and Oceus Networks' sole and exclusive obligation in the event this warranty is breached.

(b) Consumable parts, such as, but not limited to, lamps, fuses, batteries etc., shall be excluded from the warranty set forth above.  Any repaired or replaced product shall be warranted for the remainder of the original warranty period.

(c) The warranty for the hardware components of the products shall apply only if (i) the product is used and maintained under normal conditions and in accordance with the documents, information and advice furnished by Oceus Networks; (ii) such failure was not caused by inter-working equipment not supplied

under this Agreement; (iii) the product has not been altered, modified or repaired other than by Oceus Networks, or its subcontractors or with Oceus Networks' written instructions; or (iv) the product has been maintained by a properly trained technician.

(d) The warranty for the Software components of the products shall apply only if (i) the Software has been used under normal conditions and in accordance with the documents, information and advice furnished by Oceus Networks; (ii) Purchaser has promptly given Oceus Networks written information of any alleged defect, the Software version and the date of delivery before the expiration of the warranty period set forth above; (iii) Purchaser has given Oceus Networks the opportunity to inspect and remedy such defect; and (iv) the defect is not caused by any interworking equipment/software not delivered by Oceus Networks or by any alteration or modification to the Software in a manner not specified by Oceus Networks.

(e) All transportation costs and risk of loss incurred with respect to the repair and/or replacement of defective Products shall be borne by Purchaser when returned to Oceus Networks, and by Oceus Networks when returned to Purchaser, transportation being by normally scheduled surface carrier, unless otherwise agreed.

(f) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THERE ARE NO, AND OCEUS NETWORKS HEREBY DISCLAIMS ALL, OTHER WARRANTIES, WHETHER IMPLIED, EXPRESS OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED TO PURCHASER HEREUNDER, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

(g) Reinstatement Fees.  In the event of a lapse in coverage from the end of the Standard Manufacturer's Warranty where no Premium Warranty is purchased at time of sale, Oceus Networks will assess a reinstatement fee before reinstating the Premium warranty.  The reinstatement fee is 150% of the standard premium warranty price for the product.  In the event the standard warranty was not acquired/contracted at the time of the original product acquisition, then the prorated value will be computed from the time of original acquisition.

(h) Recertification Fees.  Oceus Networks will assess a recertification fee in the event the standard warranty lapses for more than ninety (90) days after expiration of the standard warranty term.  The recertification fee is due and payable in addition to the reinstatement fee for the Premium Warranty if not purchased at the time of sale and is continuous.  The amount of the recertification fee is variable and depends on the services performed by the Oceus Networks engineer, cost of travel, etc.  Estimates are available upon request.  Standard warranty for products out of support for more than ninety (90) days will not be reinstated without recertification performed by Oceus Networks in order to ensure that products are not degraded, are in good working condition, and are suitable for the resumption of support.

11.  Premium Warranty.  Oceus Networks also provides various premium level warranties at an additional cost.  When purchased, the premium level warranty extends the coverage of the product for repair and return of failed components and software patches known as "bug fixes".
(a) Reinstatement Fees. Oceus Networks will assess a reinstatement fee in the event of a lapse in premium warranty coverage.  The reinstatement fee is 150% of the last annual premium warranty fee paid or payable for the relevant product(s) and shall be prorated from the date the premium warranty is ordered back to the date the premium warranty lapsed.  In the event the premium warranty was not acquired/contracted at the time of the original product acquisition, then the prorated value will be computed from the time of original acquisition.

(b) Recertification Fees.  Oceus Networks will assess a recertification fee in the event the premium warranty lapses for more than ninety (90) days after expiration of the last annual premium warranty period.  The

recertification fee is due and payable in addition to the reinstatement fee.  The amount of the recertification fee is variable and depends on the services performed by the Oceus Networks engineer, cost of travel, etc. Estimates are available upon request.  Support for products out of support for more than ninety (90) days will not be reinstated without recertification performed by Oceus Networks in order to ensure that products are not degraded, are in good working condition, and are suitable for the resumption of support.

12.  <u>Limitation of Liability</u>.  Oceus Networks shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Purchaser or third parties, whether negligent or otherwise.  This shall include, but not be limited to, liabilities arising as a result of Oceus Networks' inability to obtain any necessary government licenses despite reasonable effort.  In no event shall Oceus Networks' liability for any cause of action whatsoever exceed the cost of the product giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence and strict liability) or otherwise.  IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER SUCH INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

13.  <u>Special Terms and License</u>.  Purchaser agrees and warrants that it shall (i) obtain all the necessary authorizations to permit the operation, testing, and evaluation of the product, including, but not limited to, FCC authorizations; not knowingly export, re-export, import or re-import or transfer products acquired from Oceus Networks without first obtaining all required authorizations or licenses; (ii) comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes in the resale of the products acquired from Oceus Networks; and (iv) obtain the signature of the end user on the End User License Agreement.  Purchaser agrees to indemnify and hold Oceus Networks, its affiliated companies and the officers, directors, employees, agents, representatives, subcontractors and suppliers harmless from and against any and all costs, expenses (including attorney's fees) and fees in the event of non-compliance with the above terms, including payment of any fines that may be imposed for violation of any statutes, laws, or regulations.

14.  <u>Infringement Indemnification</u>.  Oceus Networks shall, at its own expense, (i) defend Purchaser in any claim or legal action in the United States, alleging that the use of any Product provided by Oceus Networks to Purchaser hereunder or any portion thereof, excluding any software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and are embedded in the delivered software, directly infringes any U.S.  trademark, copyright, or U.S. patent applicable to the proper use of such Product in accordance with its Documentation ("Infringement"); and (ii) pay any settlement reached or final award, including reasonable attorney's fees, for infringement, excluding any damages or awards arising out of or based on the amount of use that Purchaser makes of the Product or the revenue Purchaser receives from using the Product.  As a condition of such defense or payment, Purchaser is required to (i) give Oceus Networks prompt written notice of any Infringement; (ii) provide Oceus Networks with the sole control of the defense and/or settlement of the Infringement; (iii) cooperate fully with Oceus Networks in such defense or settlement.  Purchaser may, at its own expense, participate fully in the defense of any such Infringement.  In the event that Oceus Networks becomes aware of a potential Infringement, Oceus Networks shall, at its option and at its own expense, either (1) procure for the Purchaser the right to continue using such product, or (2) replace or modify the same with non-infringing products, or (3) if the remedies in (1) and (2) above are not commercially feasible, refund the depreciated value (as carried on Purchaser's books) of the affected product to Purchaser upon return to Oceus Networks of such products.  Notwithstanding the foregoing, Oceus Networks shall not be liable for any damages or costs arising from an alleged infringement resulting from the use of product provided by Oceus Networks pursuant to custom specifications requested by Purchaser or any third party.  THE REMEDIES SET FORTH IN THIS SECTION SHALL CONSTITUTE PURCHASER'S SOLE AND EXCLUSIVE REMEDY

AND OCEUS NETWORKS' SOLE LIABILITY IN CONNECTION WITH ALLEGED INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

15.  Indemnity.  Purchaser shall indemnify and hold harmless Oceus Networks, its affiliated companies and the officers, directors, employees, agents, representatives, subcontractors and suppliers of the foregoing from any and all claims, damages, losses or expenses, including attorney's fees, and amounts paid in settlements of claims or suits, which are caused by or arise out of any act or omission of Purchaser, or Purchaser's agents, employees, subcontractors, and/or suppliers.

16.  Force Majeure.  Other than Purchaser's obligation to pay amounts due hereunder, neither party shall be liable for any delay or failure to perform to the extent caused by (including but not limited to) fire; flood; explosion; war, hostilities or acts of terrorism; riot; embargo; labor disputes; compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities; acts of God or the public enemy; or any act or event of any nature reasonably beyond such party's control.

17.  Eligible Products.  To be eligible for support, products must have been purchased within the last 180 days, must be at current specified revision levels, and in Oceus Networks' reasonable opinion, in good operating condition.  Oceus Networks may elect, in its sole discretion, to offer support for products not meeting the aforementioned conditions.  Support of products not under support agreements may be subject to recertification and reinstatement fees.

18.  Discontinued Products.  Oceus Networks, in its sole discretion, shall have the right to discontinue the manufacture and/or sale of products at any time without prior written notice.  Except for purchase orders accepted by Oceus Networks prior to the date of such discontinuance, Oceus Networks shall be under no obligation thereafter to supply such discontinued product to Purchaser.  Specific details regarding the discontinuance date and end of engineering support dates for the discontinued products may be made available at Oceus Networks' website.  End of engineering support dates shall apply to all existing and future support services offered by Oceus Networks.

19.  Product Return.  Oceus Networks may, in its sole discretion, limit the number of products that Purchaser may return pursuant to a Return Material Authorization ("RMA") number.  Further, without limiting the foregoing, Oceus Networks may, in its sole discretion, require Purchaser to return products over a set period of time, such time to be established by Oceus Networks.  In the event Purchaser returns products in excess of the limit set by Oceus Networks or returns products in less time than Oceus Networks has permitted, then Oceus Networks may reduce the level of hardware replacement support previously purchased by the Purchaser.

20.  Compliance with Laws.  Purchaser agrees and warrants that it will comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes ("Laws") in its performance of this purchase order, including but not limited to, the timely payment of all taxes (e.g., self-employment, social security, income, sales, and other applicable state and federal taxes).  Purchaser shall not directly or indirectly give, offer, promise, authorize, or allow to be given, offered, or promised, anything of value to an official or employee of any government, state-owned enterprise, international organization including subdivisions thereof or entities acting on behalf of a government, state-owned enterprise, international organization or subdivision thereof (any such employee or official referred to collectively as "Official"), while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official (including political parties or officials thereof or candidates for foreign office)  in order to:  (i) influence any official act or decision of such Official, or (ii) induce such Official to use his influence to affect or influence any act or decision of any government (or any subdivision thereof), or (iii) assist Oceus Networks in obtaining or retaining business, or in directing business to any person or obtain an unfair advantage for the Parties in any respect.  Purchaser specifically agrees not to re-export, resell or otherwise dispose of technology or goods transferred pursuant to this purchase order and will comply with

all applicable export laws and regulations and will neither undertake, nor cause, nor permit to be undertaken, any activity which is (1) illegal under any Laws or export laws or regulations; or (2) would have the effect of causing Oceus Networks to be in violation of any Laws. Purchaser expressly agrees that in connection with its performance under this purchase order, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, veteran's status or any ground protected by applicable federal, state or local law. The equal opportunity clauses of Executive Order 11246, 41 CFR §60-250.5(a), and 41 CFR §60-741.5 are herein incorporated by reference.

Purchaser further agrees to indemnify Oceus Networks, its affiliated companies and the officers, directors, employees, agents, representatives, subcontractors and suppliers for any loss, damage or award sustained due to Purchaser's noncompliance with this section.

21. <u>Miscellaneous</u>. These terms shall be governed by the laws of the Commonwealth of Virginia, other than the choice of law rules. The parties agree that all actions or proceedings arising hereunder shall be tried and litigated exclusively in the State and Federal courts located in Fairfax County, Virginia. Each party waives its right to jury. Neither party may assign any purchase order without the other party's prior written consent. The provisions herein shall be severable, and if any provisions shall be held unenforceable the remaining provisions shall remain in full force and effect. Waiver by Oceus Networks of a breach of any term or condition herein shall not be construed as a waiver of any other breach. These terms and conditions, each purchase order submitted by Purchaser and accepted by Oceus Networks, and all exhibits attached hereto, each of which is hereby incorporated herein or therein, as applicable, for all purposes, constitute the entire agreement between Oceus Networks and Purchaser with respect to the subject matter hereof and there are no understandings or agreements that are not fully expressed herein. Any other terms or conditions included in any quotes, acknowledgements, bills of lading, purchase orders, invoices or other forms utilized or exchanged by the parties hereto that are in addition to or in conflict with those set forth herein will be of no force or effect and will not be incorporated herein or be binding unless specifically and expressly agreed to in writing by both parties. No change, waiver or discharge will be valid unless in writing signed by an authorized representative of the party against whom such change, waiver or discharge is sought to be enforced.

## Oceus Networks Inc.
## End User License Agreement

## 1. GRANT OF LICENSE

**1.1 License.** Company hereby grants to Customer a non-exclusive, worldwide, non-transferable, limited sub-license to use the Software as incorporated in the Product solely for Customer's internal business purposes or as intended to be used solely in connection with the Product supplied by Company to the Customer. The foregoing license does not apply to any Open Source (as defined below) used by, incorporated or embedded in the Product. Any such Open Source will be subject to the provisions of Section 4.4 below.

**1.2 Single Product.** The Software is licensed to a single Product. The Software may only be used with that single Product.

## 2. RESTRICTIONS

**2.1** Customer shall not (i) copy except that Customer may take images for configuration management, archival and testing purposes. Customer and/or Company may make more than one copy for such purpose; modify, amend, adapt, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited or limited by applicable law) the Software nor create or attempt to create derivative works based on the Software; (ii) rent, lease, loan or otherwise transfer rights to the Software except with the transfer of the hardware to another user within the Customer's organization; (iii) publicly distribute the Software (e. g. by distributing the Software on a web server for public access). Customer shall keep confidential the contents of the Software from unauthorized disclosure or use.

## 3. COPYRIGHT AND OTHER RIGHTS

**3.1** All title and copyrights as well as trade secret, patent and other intellectual property and proprietary rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, test, and "applets" incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by Company or its licensors. The Software is protected by copyright laws and international treaty provisions. Customer shall not copy the printed materials accompanying the Software.

## 4. LIMITATION OF WARRANTY

**4.1** Company warrants that (subject to the other provisions of this End User License Agreement) upon delivery to Customer, and for a period of ninety (90) days from the date of delivery, the Software will substantially conform to the applicable Specifications accompanying such Software and will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the hardware designated by Company for such Software.

**4.2** Subject to Section 4.3, if any of the Software does not conform to the warranty in Section 4.1 and Company receives from Customer during the warranty period set forth above a detailed notice of non-conformance, submitted promptly upon discovery of the alleged non-

conformance (and at the latest within fifteen (15) days from expiry of the warranty period), Company shall at its option, and as the exclusive remedy of the Customer, repair or replace such Software (or the defective part), with new or refurbished Software, within a reasonable time, or refund a prorated portion of the price of such Software; provided that, if Company so requests, Customer shall, at Company' expense, return the Software or the part of such Software that is defective to Company. Repair shall be done at such location as Company specifies. Upon Company' request, defective Software shall be made available for Company' inspection. Company shall make the final determination as to the existence and cause of any alleged defect. Any Software replaced will belong to Company and any repaired or replacement Software will be guaranteed on these terms for the unexpired portion of the ninety (90) day period.

**4.3** Company shall not be liable for a breach of any of the warranties in this Agreement if: (i) Customer makes any further use of such Software after giving a non-conformance notice; or (ii) the defect arises because Customer failed to follow Company' or its supplier's instructions as to the storage, installation, commissioning, use, maintenance or calibration of Software or (if there are none) good trade practice; or (iii) Customer or a third party alters or repairs such Software without the prior written consent of Company; or (iv) the defect is due, in part or wholly, to normal wear and tear of Software or their consumable parts; or (v) the defect is attributable to environmental conditions or a change in conditions that is detrimental or hazardous to Software operation; or (vi) the defect is due to use of a superseded or altered release of any Software, to the extent such defect would have been avoided by the use of a current unaltered release of such Software; or (vii) the defect is attributable, in part or wholly to third party hardware or third party software, including Open Source (as defined below).

**4.4** Customer acknowledges that the Software may contain Open Source. To the extent the Software contains Open Source, a link or reference to the license terms and conditions applicable to the Open Source is typically marked in the software code and/or in the documentation. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, all utilization (including, without limitation, use, modification, reproduction and/or distribution) of Open Source by Customer is governed by the applicable Open Source licenses, and not by the terms of this Agreement. "Open Source" means any and software code included in the Software that is provided under licenses currently listed at www.opensource.org/licenses/ or any derivative licenses thereof.

**4.5** Company does not warrant that the operation of the Software or the media on which it is contained will be uninterrupted or error-free. Company furthermore states that not all errors in the Software or its media can be corrected or need correction, nor does Company warrant that all defects in the Software or its media will be corrected. Company has no control over the conditions under which Customer uses the Software or media and does not and cannot warrant the results obtained by such use. Similarly, Company does not warrant that the functions contained in the Software will meet Customer's requirements or that the Software or its media will operate in combination with other Software or hardware selected by Customer for use by Customer.

**4.6** Except as provided in Section 4.1, any Software delivered by Company, is supplied "AS IS." In the case of Third-Party Software and/or computer problems, Customer will look solely to the warranties and remedies, if any, provided by the Third-Party Software and/or computer manufacturer.

**4.7** Company is not responsible for problems caused by changes in or modifications to the operating characteristics of any computer or operating systems for which the Software is procured by Customer, nor is Company responsible for problems which occur as a result of the use of Software in conjunction with any Software supplied by Customer or with a computer which is incompatible with the operating system for which the Software is being procured by Customer.

## 5. NO OTHER WARRANTIES

**5.1** THE WARRANTIES ABOVE IN SECTION 4 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS ARE ACCORDINGLY HEREBY EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW.

## 6. DISCLAIMER OF LIABILITY

**6.1** Company will not be liable for injuries or damages to persons or property resulting from any cause whatsoever, with the exception of injuries or damages caused by the gross negligence of Company. This limitation applies to all Software. In no event will Company be liable for any damages resulting from loss of data, loss of use, loss of revenue or any other pecuniary loss. Furthermore, Company disclaims any and all liability for indirect, incidental, special, consequential or other similar damages even if Company has been advised of the possibility of such damages. In any case, Company' entire liability under any provision of these terms and conditions shall be limited to the amount actually paid by Customer for the Software, less applicable depreciation.

## 7. CONFIDENTIALITY

**7.1** Customer shall maintain the confidentiality of the Software and respective documentation, by taking those precautions in protecting the Software and such documentation it employs to protect its own confidential information but no less than a reasonable amount of care. Customer shall inform its employees having access to the Software of the limitations and obligations of the Customer regarding non-disclosure and copying of the Software and documentation. This section shall survive termination of this agreement.

## 8. TERMINATION

**8.1** Without prejudice to any other rights, Company may terminate these terms and the sub-license granted hereby with no prior notice if Customer fails to comply with the terms and conditions as stated herein. In such event, Customer must destroy or return all copies of the Software and all of its component parts as directed by Company. These terms and conditions take precedence over any terms and conditions of any other agreement between Company and Customer regarding the Software. The provisions contained in this Agreement that protect the interests of Company in the Software shall survive the termination of this agreement.

## 9. BENEFICIARY

**9.1** Company' licensors and suppliers are intended third party beneficiaries of the agreement, and shall have the benefit of the limitations and exclusions set forth in, and the right to enforce the terms of, the agreement directly against Customer.

## 10. EXPORT

**10.1** The Customer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other United States agency or authority. Customer may not export the Software or any portion thereof outside of the United States without first obtaining all required licenses from the United States Department of Commerce or any other governmental agency.

## 11. U.S. GOVERNMENT END USERS

**11.1** The Software is licensed only with "restricted rights" and as "commercial items" consisting of "commercial software" and "commercial software documentation" and with only those rights as are granted to all other Customers pursuant to the terms and conditions herein. Nothing in this EULA requires Company or its licensors and suppliers to produce or furnish technical data for or to any Customer.

The obligations of End User under this End User License Agreement shall survive indefinitely the termination of any associated contract.

IN WITNESS WHEREOF, the undersigned End User acknowledges all of the foregoing and agrees to be bound by these terms.

[END USER]

By:_____

Printed Name:_____

Title:_____