TERMS AND CONDITIONS OF SALE

1. TERMS AND CONDITIONS

These terms and conditions of sale apply to (i) the quote provided by Crestwood Technology Group, LLC DBA Blue Raven ("Seller") to the Buyer, (ii) the order from the Buyer to Seller (including any order amendments thereafter), and (iii) any order confirmation that may be sent from Seller to Buyer. These terms and conditions of sale apply to transactions between Seller and Buyer. **ANY ORDER IS EXPRESSLY SUBJECT TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS**. **SELLER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.** To the extent Buyer's requirements are for a U.S. Government Contract, Seller will abide by FAR 52.244-6 and FAR 52.212-4. However, if there is any conflict between the terms and conditions below and these FAR clauses, the terms and conditions below shall take precedence and control.

2. ACCEPTANCE

Unless otherwise expressly agreed between the parties in writing, all quotations, order acknowledgements, deliveries, and purchase agreements entered into by Seller and Buyer are made in accordance with and subject to these terms and conditions. By submitting an order for goods or services, you indicate your acceptance of and agreement to be bound by these terms and conditions. These terms and conditions may be changed by Seller at any time in the future. Buyer is responsible for reviewing the terms and conditions for amendments. The amendments shall take effect immediately upon posting on Seller's website without further notice to you. Buyer's order or Seller's receipt of an electronic or other form of order does not signify Seller's acceptance of Buyer's order or Buyer's terms and conditions, nor does it constitute confirmation of Seller's offer to sell. Seller reserves the right at any time after receipt of your order to accept or decline your order. Terms and conditions set forth in any document or order provided by Buyer which differ from, conflict with or are not included in these terms and conditions shall not become a part of the order or any other agreement between Seller and Buyer unless such terms and conditions are specifically accepted by Seller in a written instrument that specifically references this Section as being overridden. To the extent that Seller's delivery may constitute an acceptance by Seller of any purchase order or other document submitted by Buyer, such acceptance is expressly conditioned on Buyer's assent to any terms and conditions set forth herein that are inconsistent with or in addition to the terms of such purchase order or other document. Seller objects to any additional or inconsistent terms proposed or introduced by Buyer in any other instrument or communication, including (without limitation) in any purchase order of Buyer with respect to the goods or services. Seller's failure to subsequently object to any such terms contained in any instrument or communication from Buyer shall not be deemed a waiver of any of these terms and conditions.

3. PRICES

All prices shall be as specified by Seller and shall be Seller's price in effect at the time of order acceptance by Seller. Seller's price includes standard commercial packaging at standard pack levels and orders shall be shipped accordingly, unless separately delineated in writing. All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind on any amounts payable by Buyer. Unless otherwise stated in Seller's quote, Seller's quoted pricing is contingent upon Buyer ordering all quoted quantities and line items as presented in Seller's quote. In the event the Buyer seeks to order different quantities and/or line items than those quoted by Seller, then Seller reserves the right to re-quote. Unless otherwise agreed in writing, all prices published or quoted by Seller may be changed by Seller at any time and for any reason upon prior written (including email) notice to Buyer. If a price is increased by Seller prior to delivery of goods or services, then these terms and conditions shall be construed as if the increased price were originally inserted herein, and Buyer shall by billed by Seller on the basis of such increased price. Except as otherwise provided herein, no such pricing change or surcharge shall give Buyer the right to cancel, suspend or modify the order. If Buyer is quoted any price that includes a quantity or volume discount but Buyer fails to accept or otherwise take delivery of a quantity of such goods or services that would qualify for such quantity or volume discount price, then the price for such goods or services shall be adjusted to reflect the applicable non-discounted price. If such adjustment is made after Buyer has paid the originally quoted price, Buyer shall be back-billed, and shall

immediately pay, the additional amount due for such goods or services. Buyer agrees to pay all charges incurred by authorized users of Buyer's account and credit card or other payment mechanism at the prices in effect when such charges are incurred.

4. TAXES

Unless otherwise expressly provided in the Contract, the amount of any sales, revenue, use, excise or other similar taxes, duties or other fees or similar charges of any nature, imposed by any governmental authority applicable to the manufacture, sale, purchase, shipment, export or import of goods (excluding any taxes on the net income of Seller) shall be added to the invoiced price for the goods or services, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate and number acceptable to the applicable taxing authority so as to relieve Seller of its obligation to collect such taxes, duties or other fees or charges.

5. TERMS OF PAYMENT

Unless otherwise expressly agreed to by Seller, payment terms are net cash 30 days from the date of delivery FOB point of origin of goods or services in accordance with Section 6 below. All payments shall be in U.S. Dollars ("USD") unless otherwise provided in the Purchase Order. Seller reserves the right at any time to require full or partial payment in advance or to revoke any credit or other payment terms previously extended if, in Seller's sole discretion, Buyer's financial condition does not warrant proceeding on the payment terms specified or if Buyer is delinquent in any amounts payable to Seller. Acceptance and performance of all orders is subject to Seller's credit decisions in Seller's sole discretion. If goods or services are delivered in installments, Buyer shall pay for each installment in accordance with the terms of payment hereof. Payment shall be made for goods without regard to whether Buyer has made or may make any inspection of the same. Overdue payments shall be subject to interest computed at a periodic rate equal to the lesser of (i) 1.5% per month (18% per year), or (ii) the highest rate of interest permitted under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred by Seller in collecting any late payments, including (without limitation) attorneys' fees and expenses. Seller shall be entitled to suspend the delivery of any goods or services if Buyer fails to pay any amounts when due to Seller in a timely manner. Amounts owed by Buyer to Seller with respect to which there is no dispute shall be paid without set-off. All credit card transactions are subject to a 3% flat fee charge for each transaction.

6. DELIVERY

Unless otherwise expressly agreed to by Seller, all goods or services sales are EXW (Ex works, INCOTERMS 2010), Seller's point of origin FOB (shipping paid by Buyer). For goods, the time of delivery shall be the time when the goods are: (1) placed into the possession of the designated carrier for delivery to Buyer, or (2) delivered FOB point of origin in accordance with Ship in Place (SIP) provisions. For services, the time of delivery shall be when the services are rendered. Shipping dates represent Seller's reasonable estimates and are approximate. Failure to meet these dates shall not constitute a default by Seller nor shall Seller be liable for damages, losses or expenses incurred by Buyer in the event that any estimated delivery date is not met.

For Ship in Place (SIP) programs, at Buyer's written request, goods may be delivered pursuant to a SIP arrangement. All SIP goods will be deemed delivered FOB origin. For any such SIP goods, Buyer agrees that: (a) Buyer has made a fixed commitment to purchase the goods in accordance with the applicable order, (b) title and risk of loss for such SIP goods passes to Buyer upon delivery FOB origin and Buyer shall be required to maintain adequate insurance in an amount no less than the greater of the purchase price or replacement cost of the goods (proof of which shall be provided upon request), (c) such goods shall be on a SIP basis for legitimate business purposes, (d) Buyer shall identify a fixed date for shipment of the goods to the Buyer or ultimate customer, and (e) Buyer agrees to be invoiced upon delivery FOB origin and to pay such invoice in accordance with the payment terms set forth in these terms and conditions.

7. SHIPMENT

Unless specific instructions to the contrary are supplied by Buyer, methods and routes of shipment shall be selected by Seller but Seller shall not assume any liability in connection with shipment or constitute any carrier as Seller's agent. Seller may, in its sole discretion, without liability or penalty, make partial shipments of goods to Buyer. Each shipment shall constitute a separate sale, and Buyer shall pay for the units upon delivery FOB origin whether shipment is in whole or partial fulfillment of an order. Buyer shall be responsible for initiating any proof of delivery request and/or making all claims with carriers, insurers, warehousemen and others for missed delivery, loss, damage, or delay. The quantity of any installment of goods as recorded by Seller on dispatch from Seller's delivery point is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Any liability of Seller for non-delivery of goods shall be limited to replacing such goods within a reasonable time or adjusting the invoice respecting such goods to reflect the actual quantity delivered. Seller reserves the rights to ship in the most practical and safe manner regardless of special instructions.

8. INSPECTION; NON-CONFORMING DELIVERIES

All orders for goods are complete at the time goods ship from Seller's premises. All orders for services are complete at the time services are rendered. All sales are non-cancelable, non-returnable, and non-refundable, and not to be rescheduled. Buyer shall have seven (7) business days from the date of its receipt of any goods shipment to inspect such goods (the "Inspection Period"). Buyer shall be deemed to have accepted such shipment of goods unless Buyer notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as may be reasonably requested by Seller. Failure to return Nonconforming Goods within seven (7) days of Seller's issuance of a Return Merchandise Authorization (RMA) shall be deemed an acceptance of the Product. "Nonconforming Goods" means only the following: (i) goods shipped are different than identified in the order; or (ii) goods labels or packaging incorrectly identify their contents. If requested by Seller, Buyer shall ship the Nonconforming Goods to Seller's origin of shipment, at Seller's cost, but with risk of loss passing to Seller only upon delivery to Seller's original point of shipment. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (a) replace such Nonconforming Goods with conforming goods, or (b) credit or refund the applicable portion of the Contract price for such Nonconforming Goods, together with any reasonable shipping expenses incurred by Buyer in connection therewith. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship the applicable replacement goods to Buyer, EXW (Ex works, INCOTERMS 2010), Seller's point of origin, but with shipping costs paid by Seller. Seller may charge a 50% re-stocking fee for all parts returned at its sole discretion. Except as provided in Section 12 and hereof, this Section 8 contains Buyer's sole and exclusive remedy for the delivery of Nonconforming Goods. Except as provided under this Section 8 and in Section 12 hereof, all sales of goods to Buyer are made on a one-way basis and Buyer has no right to return goods to Seller.

All returns for Nonconforming Goods shall be subject to the same counterfeit avoidance review processes stipulated by Seller's quality manual for purchasing, in order to confirm that Goods have not been interchanged for others. Seller will notify the Government Industry Data Exchange Program (GIDEP) and/or the Electronic Resellers Association International (ERAI) in the event Buyer returns any substituted, used, falsified, or other altered good.

9. TITLE AND RISK OF LOSS

Subject to Seller's right to stop delivery of goods in transit in the event of Buyer's nonpayment therefor, changes in credit terms imposed by Seller, or other Purchase defaults, title to and risk of loss of goods shall pass to Buyer upon delivery in accordance with Section 6 above.

10. SECURITY INTEREST

Seller reserves and Buyer grants to Seller a lien on and a security interest in and to all of the right, title and interest of Buyer in, to and under all goods and all proceeds thereof (including insurance proceeds) to secure the full payment by Buyer of the purchase price therefor. Such security interest constitutes a purchase money security interest under the Delaware Uniform Commercial Code. This document may be filed with the appropriate authorities as a financing statement or Seller may file other financing statements in respect of such security interest in any applicable jurisdiction, and Buyer agrees to execute and deliver such other documents and take such other actions as Seller may reasonably request in order to perfect Seller's security interest in the goods.

11. RESCHEDULING

Buyer may reschedule delivery of the goods or services only upon Seller's prior written agreement to update the delivery schedule. Such agreement must include any price changes attributable to the Buyer's new schedule.

12. CANCELLATION, TERMINATION AND RETURNS

Buyer may terminate the order for goods or services, in whole or in part, only upon Seller's prior written agreement to terminate the order for goods or services. If Seller's quote specifies that goods or services are "non-cancellable, non-returnable" (or "NCNR"), then Buyer may not cancel or otherwise terminate its order, or any part thereof.

For US Government related purchases, Buyer may terminate its order only if the Buyer's prime contract with the US Government has been terminated for convenience by the US Government. In such case, the parties shall observe the termination requirements specified in Federal Acquisition Regulation (FAR) 52.212-4(l). Otherwise, in the event of a requested termination, the parties shall agree to terminate the order and Buyer shall immediately pay Seller (i) previously agreed-upon prices for any goods or services already delivered or completed but not yet delivered (including capital, tooling, and facility costs) and (ii) termination settlements costs related to Seller's subcontracts. For goods or services not yet completed, Buyer shall indemnify and immediately pay Seller for any and all (i) labor, material, capital, tooling, and facility costs incurred in the performance of the work terminated; (ii) Seller's costs of settling and paying termination settlement proposals under terminated subcontracts; (iii) profit as agreed between the parties; (iv) accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals; (v) costs for termination of subcontracts; and (vi) storage, transportation, and other costs incurred (including attorney's fees), reasonably related to the preservation, protection, or disposition of the termination inventory.

Seller may, by written notice of default to Buyer, terminate the Purchase Order in whole or in part due to any of the following circumstances: (i) Buyer refuses to remit payment or provide the guarantee demanded by Seller and comply with any of these Terms and Conditions or Purchase Order; (ii) Buyer becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or (iii) Denial of export license by the U.S. Department of State or U.S. Department of Commerce for any item in the Buyer's Purchase Order.

Buyer shall be liable for Seller's damages including loss of reasonable profits, caused by Buyer's default hereunder. If Seller, upon Buyer's default, repossesses or retains any Goods sold hereunder, Seller's damages shall be the contract price of the Goods plus freight, storage, handling & all other disposal costs incurred, less the then current reasonable scrap value of the Goods. If the Purchase Order is terminated and Goods have been delivered in whole or in part, Buyer shall immediately become liable to Seller for the unpaid price of Goods.

13. SPECIFICATIONS

Seller reserves the right to make substitution and modifications in the specifications or part numbers of any goods without prior notification to or approval from Buyer provided that such substitutions or modifications do not materially affect the performance of the goods or the purposes for which they can be used.

14. WARRANTY, CLAIMS, AND LIMITATION OF LIABILITY

Seller warrants goods in accordance with the manufacturer's standard warranty, only to the extent that such warranty exists, is transferrable to Buyer, is quoted by Seller, and then confirmed at time of order. Seller warrants that Seller's services will be performed in a workmanlike manner by someone with the necessary skills and experience to perform the services.

THE FOREGOING WARRANTY IS THE ONLY WARRANTY MADE BY SELLER WITH RESPECT TO THE PRODUCTS. THIS WARRANTY COMPRISES SELLER'S SOLE AND ENTIRE WARRANTY OBLIGATION TO YOU, YOUR CUSTOMERS AND ASSIGNS IN CONNECTION WITH THE EQUIPMENT, GOODS, PRODUCTS, COMPONENTS OR OTHER ITEMS SOLD, ASSIGNED, LEASED OR OTHERWISE DEALT WITH BY SELLER.

THIS WARRANTY EXCLUDES ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, DESIGN WARRANTIES, WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. BUYER ACKNOWLEDGES THAT ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OF THE GOODS DESCRIBED HEREIN IS PROVIDED SOLELY BY THE OWNER, ADVERTISER, MANUFACTURER OR SUPPLIER OF THAT GOOD AND NOT BY SELLER.

BUYER AGREES THAT SELLER AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SPONSORS, CONSULTANTS OR OTHER REPRESENTATIVES ("SERVICE PROVIDERS") SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR INTERRUPTION OF BUSINESS) WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO BUYER WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER WILL NOT BE LIABLE FOR ANY LACK OF AVAILABILITY OF GOODS YOU MAY ORDER. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID TO SELLER FOR THE GOODS OR SERVICES SOLD UNDER THE CONTRACT.

Exclusively for transactions subject to AS6081A requirements and so long as Buyer complies with Sections 7 and 8, Seller warrants that for a period of one (1) year following delivery of the product to the Buyer, the goods will be new, unused, and not suspect counterfeit. Additionally, all products procured from non-authorized sources (as defined by AS5553) for transactions subject to AS6081A requirements have been at minimum inspected under the IDEA-1010 criteria, as applicable, unless designated otherwise by the customer.

For any warranties extended by Seller, Seller shall make the final determination as to warranty coverage and any resulting repair, replacement, or refund. Buyer warrants that it possesses adequate financial means to support the contractual obligations agreed upon pursuant to these terms and conditions and that they possess adequate industry

and product liability insurance and third party professional insurance, as applicable. In the event of a Dispute between Buyer and Seller's supplier, where Seller is an authorized distributor and is able to offer manufacturer warranty on the product, Seller may only facilitate the processing of manufacturer warranty terms. Seller will not provide judgement on Disputes between manufacturer and Buyer.

15. INTELLECTUAL PROPERTY

Seller assumes no obligation or liability of any kind for any infringement of patents, copyrights, trademarks, industrial designs or other third party intellectual property rights arising out of Buyer's purchase, use, possession, sale or delivery of any goods or services. Buyer's exclusive remedy shall be against the manufacturer of the goods. Buyer shall indemnify and hold Seller harmless from any and all claims, liabilities, damages, costs and expenses (including, without limitation attorneys' fees and expenses) resulting from any actual or alleged infringement (direct or contributory) by Seller of patents, copyrights, trademarks, industrial designs or other third party intellectual rights arising from compliance by Seller with any designs or specifications provided by Buyer or from Buyer's sale or use of any good in any other device or process. Ownership is retained by Seller of any patent, copyright, trade secret, design right or other intellectual property right, including but not limited to, any technical information, know-how, drawings and specifications supplied by Seller or relating to the goods. Seller shall retain all right, title and interest in and to, and possession of, any know-how, technical information, drawings, specifications or documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of Seller and supplied by Seller under any Contract. All such information shall be kept confidential by Buyer and shall not be disclosed to any third party. Nor shall any such information be used by Buyer for any purpose other than for the purpose of using the goods or services without Seller's prior written consent. In addition, Seller's trademarks and names and those of its associated companies shall not be used otherwise than as applied by Seller to the goods or services.

No sale of any good or service shall be construed as granting to Buyer any license or other right (including any Federal Acquisition Regulation (FAR) or Defense Federal Acquisition Regulation Supplement (DFARS) rights related to Technical Data or Computer Software) to (a) the good, data, or service, (b) any apparatus, system or circuit in which such good, or any part thereof may be used, (b) any process, machine or other device in connection with which such good or service may be used, or (c) any process for such good's manufacture, installation or use. Buyer acknowledges that the copyrights in all documents, designs and plans supplied by Seller with the goods or services belong exclusively to Seller, and Buyer's possession of any such documents, designs and plans does not convey to Buyer any license thereof or other right therein. For clarity, Buyer has no rights to any underlying data or software, of any kind, for the purpose of re-manufacture or competition.

16. FORCE MAJEURE

Seller shall not be liable for any loss or damage to Buyer resulting from any delay in the production or delivery of the goods or services to the extent due to any cause beyond Seller's reasonable control, including (without limitation) (a) unavailability of supplies or sources, (b) riots, wars, invasions, hostilities (whether war is declared or not), acts or threats of terrorism, riots or civil disturbances, (c) telecommunications failures, (d) fires, floods or storm, (e) acts of God, (f) epidemics or pandemics and any corresponding changes in government regulations, (g) lockouts, strikes, labor stoppages or slowdowns, (h) delays in delivery by Seller's suppliers, (i) actions or inactions of the Government (such as the issuance of licenses or permits related to the sale), (j) embargoes or blockades, (k) national or regional emergency and other similar events beyond the control of Seller or (l) acts or omissions of Buyer. In the event of any such delay due to any such event beyond Seller's reasonable control, time for delivery shall be extended for a period of time approximately equal to the duration of the delay and Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of such delay.

17. ASSIGNMENT

Buyer shall not delegate or subcontract any of its duties or obligations or assign any of its rights or claims without Seller's prior written consent, and any attempted delegation, subcontracting or assignment without such consent shall

be void. The contract is for the sole benefit of Seller and Buyer and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the contract.

18. COMPLIANCE WITH LAWS

Buyer shall carry out the transactions contemplated by this sale and shall otherwise deal with the goods or services sold in conformity with all applicable laws, rules, and regulations of all governmental authorities, and shall obtain all permits and licenses required in connection with the purchase, installation, sale, shipment or use of any goods or services. Without limiting the foregoing, all applicable import and export control laws, regulations, orders and requirements, including (without limitation) those of the United States, United Kingdom, and the European Union, and the jurisdictions in which Seller and Buyer are established, or from which goods or services may be supplied, shall apply to their receipt and use or are legally necessary or commercially advisable to its performance hereunder. Buyer shall at all times abide by all local, regional and international laws, rules and regulations applicable its activities including, but not limited to (1) the United States Foreign Corrupt Practices Act of 1977, as amended, (2) U.S. Export Administration Regulations, (3) International Traffic in Arms Regulation, (4) the USA Patriot Act, as amended, (5) U.S. Treasury regulations, (6) anti-dumping laws, and (7) all other U.S. or international laws and regulations relating to international trade and investment activities. In no event shall Buyer use, transfer, release, re-sell, import or export, any goods or any technical data related thereto in violation of such applicable laws, regulations, orders or requirements. Upon request, Buyer agrees to provide Seller an End-Use Statement in a form required by Seller. Buyer agrees this is a material term of the contract. Buyer agrees that it will immediately notify and provide a revised End-Use Statement to Seller should any information provided on this End-Use Statement change and/or should the Buyer become aware of any violation or suspected violation of the terms of this End-Use Statement. If a party is provided notice, correspondence, subpoena, or other contact that a governmental investigation has been initiated related to the contract, the party shall immediately notify the other party in writing of the investigation or inquiry. The Seller, at its discretion, reserves the right to withhold a Purchase Order until receiving a license approval from the US Department of State and/or Department of Commerce. The parties agree to assist one another in responding to or defending against any governmental inquiry into the parties' compliance with the applicable laws. A breach of this warranty shall be considered a material breach of the contract and may result in Seller's termination of the contract.

19. STANDARDS OF CONDUCT

Buyer represents that neither it nor any of its officers, directors, employees, agents or other representatives has performed or will perform any of the following acts in connection with the Contract, any compensation paid or to be paid hereunder, any payment made or to be made hereunder, or any other transactions involving the business interests of either the Seller or Buyer: offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, or any kickback to any official or employee of a public international organization or of any government, or of any agencies or subdivisions thereof, or of any public international organizations or governmental instrumentalities, or to any political party or official thereof or to any candidate for political office for the purpose of (i) influencing any act or decision of that person in his official capacity, including a decision to fail to perform his official functions with such government or instrumentalities, (ii) inducing such person to use his influence with such government or instrumentalities to affect or influence any act or decision thereof or (iii) securing any improper advantage. Buyer warrants and represents that it will maintain its books and records under "generally accepted accounting principles", and in a proper, responsible and honest manner, in order for Seller and Buyer to comply with applicable laws. Buyer warrants and represents that neither it nor its Principals have been convicted of, or pleaded guilty to, an offense involving fraud, corruption, or moral turpitude, and it is not listed by any Government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programs or other Government contracts. Buyer represents and warrants that, to the best of its knowledge and belief, neither it nor any of its Principals, officers, directors, employees or agents, are presently, nor does it have any reason to believe that it or they may become, the subject of any investigation by any agency or other law enforcement body in connection with a government procurement matter that could materially impact its ability to perform its obligations under the contract. Further, in the event that either Buyer (i) becomes the subject of such an

investigation, (ii) has reason to believe that it might become the subject of such an investigation, or (iii) has credible evidence that a principal, employee, agent, or subcontractor of Seller has committed a violation of law involving false claims, fraud, conflict of interest, bribery, kickbacks, or gratuity violations during the performance of the contract, it shall immediately notify Seller and promptly provide the latter with a detailed written explanation of all the material facts and circumstances of such actual or potential investigation, except to the extent restricted by a governmental agency. Buyer represents it does not have any organizational conflict of interest identified by applicable regulation or prime contract term related to the Contract. Buyer agrees that should Seller determine, in its sole discretion, that either Party has a recognized organizational conflict of interest exists or may exist as a result of its further performance of the contract, Buyer will provide notice of the matter in full detail for an understanding of the conflict of interest and an assessment of the same under the obligations and regulations governing the contract within five business days. If such conflict cannot reasonably be mitigated through good faith negotiations, the contract or order may be terminated at the request of Seller without liability to Seller. A breach of this warranty shall be considered a material breach of the contract and may result in Seller's termination of the contract and/or notification to third parties of such breach.

20. CHANGES

Any additional or different terms or conditions which may appear in any communication from Buyer are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing by Seller, regardless of whether such additional terms incorporate applicable government procurement regulations or contractual terms that are incorporated by reference.

21. NO AGENCY

Seller and Buyer are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by a Contract or purchase.

22. DISPUTE RESOLUTION

All dispute, controversy or claim arising out of or related to the contract or any dispute thereof shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action or proceeding arising out of or relating to the Purchase Order or these terms and condition for purchase shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding. For disputed matters and claims involving U.S. Government customers, the matter will be resolved in accordance with the statutory, regulatory, and common law of the U.S. as they apply to procurements of goods and services by the United States, to the extent applicable.

23. GENERAL

The contract is governed by and interpreted, construed and enforced in accordance with the laws of the State of Delaware, without reference to conflicts of law principles that would require the application of any other law. Any suit, action or proceeding arising between Seller and Buyer in connection with the contract shall be subject to the exclusive jurisdiction of the state or federal courts of Delaware and each of Seller and Buyer irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the order or the sale of goods or services thereunder. If any term or provision of the contract (including any of these terms and conditions) is determined to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the contract or invalidate or render unenforceable such term or provision in any other jurisdiction. The contract (including these terms and conditions) constitutes the entire agreement of Seller and Buyer

with respect to the subject matter thereof and supersedes all prior, agreements, understandings, communications between the parties with respect to such subject matter. The contract may only be amended by written instrument signed by Seller and Buyer.

24. ATTORNEY'S FEES

If any action or proceeding relating to these terms and conditions or the enforcement of any provision of the Purchase Order or these terms and conditions is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and disbursements (in addition to any other relief to which the prevailing party may be entitled).

25. NOTICES

All notices, requests, consents and waivers hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other addresses that may be designated. All notices shall be delivered by (i) email (if provided) and (ii) personal delivery, nationally recognized overnight courier, facsimile or certified or registered mail. A notice is effective only (a) upon receipt of the receiving party and (b) if the party giving the notice has complied with the requirements of this section.