

**SICORTEX, INC. SC072 CATAPULT™
TERMS AND CONDITIONS OF SALE**

1. Certain Definitions. SiCortex, Inc. is referred to hereinafter as “**SICORTEX**” or “**Company**”. “**Customer**” means the organization or individual that buys or agrees to buy SICORTEX’s SC072 Catapult product from SICORTEX. “**Conditions**” means the terms and conditions of sale set out in this document and any other special terms and conditions agreed to in writing by an authorized officer of SICORTEX and Customer. “**Contract**” means, collectively, an Order that is accepted by SICORTEX and the Conditions set forth herein. “**Products**” means SICORTEX’s SC072 Catapult products that SICORTEX is to supply to the Customer in accordance with the Contract. “**Open Source Software**” means open source software. “**Order**” means an order for Products provided by the Customer to SICORTEX. “**Software**” means any software embedded within, or distributed by SICORTEX for use in connection with, the Products.

2. Quotation and Pricing. If a written quotation for Products is issued by the Company, such quotation shall be regarded as provisional and may be changed at any time. Pricing shall be final only upon SICORTEX’s written acceptance of an Order. SICORTEX reserves the right to reject Orders for any reason and to apply a minimum charge on small value Orders. The costs of packing, shipping, insurance, taxes, duties, and other related fees are *not* included in quoted Product prices; such costs will be quoted on a case-by-case basis, are the responsibility of Customer, and if paid by SICORTEX, will be separately itemized in billings to the Customer. Whether before or after acceptance of an Order, SICORTEX may, without approval from or notice to Customer, make Product changes that do not adversely affect performance or function.

Any certificate of exemption or similar document or proceeding required to exempt the sale of Products from sales or use tax liability, shall be obtained by the Customer, at its expense.

The publication of SICORTEX’s price list does not constitute an offer to sell or license at the prices set out therein.

3. Purchase and Payment. Customer agrees to buy or license the Products in accordance with the Conditions set forth herein. Customer will be invoiced for Products at the time of shipment, net of any deposits made. Payment terms (for other than deposits) are net 30 days from date of SICORTEX’s invoice to Customer. If payment is not received by the due date, SICORTEX may assess, and Customer agrees to timely pay a late payment charge at the rate of 1.5% per month (18% per year) or the maximum legal rate, whichever is less, of any overdue amount from the due date to the date of receipt by SICORTEX. If SICORTEX retains a collection agency and/or attorney to collect unpaid amounts, SICORTEX may invoice Customer for, and Customer agrees to timely pay all costs of collection, including without limitation reasonable attorneys fees.

4. Software License; Restrictions. With respect to any Software provided by SICORTEX under any Order, Customer and SICORTEX intend and agree that such Software is being licensed and not sold, and that the words “purchase”, “sold” or similar or derivative words are understood and agreed to mean “license” and that the word “Customer” or similar or derivative words is understood and agreed to mean “Licensee”. Customer is hereby granted a royalty-free, non-exclusive limited license (“License”) by SICORTEX, to use the Software solely in connection with use of the hardware Products. With respect to Open Source Software, SICORTEX hereby grants to Customer, and Customer hereby accepts, licenses to the Open Source Software as SICORTEX may disclose or provide to Customer in connection with such Open Source Software from time to time.

5. Intellectual Property of SICORTEX or Third Parties. All patent, copyright, trade mark, or other intellectual property rights in the Products are and shall remain vested in SICORTEX and its licensors.

6. Risk of Loss and Delivery. Delivery of Products shall be to the Customer location set forth in the Purchase Order, FOB destination, freight prepaid upon transfer to a common carrier, unless otherwise stated in an accepted Order. Upon delivery to the Customer, (a) risk of loss to the Products shall pass to Customer, and (b) except for title to the Software, which shall remain with SICORTEX and its licensors at all times, title to the Products shall pass to the Customer. Prices for Products exclude all packing, shipping, insurance, taxes, fees, duties, and levies, all of which shall be paid by Customer (or if paid by SICORTEX, invoiced to Customer and reimbursed by Customer to SICORTEX within 30 days of invoice). All shipping and delivery dates are approximate, and SICORTEX will use commercially reasonable efforts to meet such dates. SICORTEX or its representative may make partial deliveries.

7. Termination and Default. If Customer breaches any terms or conditions of this Contract, SICORTEX may, without limiting its other legal or equitable remedies, terminate or suspend any or all of its obligations and Customer licenses under the Contract and repossess or reclaim the Products with full cooperation from Customer, without being obligated to return any payments that may have been made to SICORTEX. Customer shall reimburse SICORTEX for all reasonable costs incurred by SICORTEX in undertaking any such reclamation or repossession.

8. Limited Warranty. Subject to the limitations set forth elsewhere herein, SICORTEX warrants solely to Customer that for a period of one (1) year from the date of SICORTEX's delivery of the Products (the "Warranty Period"), the Products, under normal use and conditions, will operate in material conformance with applicable SICORTEX specifications or standards that are current at the date of the Purchase Order. SICORTEX does not warrant that the Software is free of all defects. Customer's EXCLUSIVE remedy for breach of warranty concerning Products will be to return the Products to SiCortex, freight prepaid, for repair or replacement. Parts or components may be replaced as deemed necessary solely at SICORTEX's discretion. CUSTOMER ACKNOWLEDGES THAT THE PRECEEDING REPRESENTS SICORTEX'S SOLE WARRANTY OBLIGATION AND THAT THERE WILL BE NO ON-SITE OR TELEPHONE SUPPORT FOR PRODUCTS. SICORTEX does not warrant that Products will work in combination with third-party hardware or software, operate uninterrupted or error free or that non-material defects will be corrected. This warranty does not apply to any defect caused by failure of Customer or its agents to: provide a suitable operating environment, use Products for a purpose or in a manner other than that for which they were designed, or any other abuse, misuse, or neglect of the Products by Customer or its agents.

9. Warranty and Remedy Limitations. The warranties and remedies herein are exclusive, non-transferable, and effective only with respect to the original purchaser of any Products. The warranties and remedies herein do not apply to any Product or any part thereof that (a) has not been serviced, maintained, or upgraded (including all software and firmware associated with it) pursuant to the manufacturers' recommendations or specifications or as required by SICORTEX or external industrial codes; or (b) has been damaged by accident, shipment, handling, abuse, misuse, modifications, misapplication, or a failure to exercise due caution in cleaning, maintenance, or operation. Customer will give notice of warranty failure within a reasonable period of time during the Warranty Period. SICORTEX and its suppliers are not obligated to provide service, upgrades, updates, improvements, or enhancements to SICORTEX's Products beyond those set forth in the Contract. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 8 AND 9, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SICORTEX, ITS SUPPLIERS, LICENSORS, AND REPRESENTATIVES SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SECURITY (OF CONNECTION, ACCESS, OR DATA), OR COURSE OF DEALING.

10. Disclaimer and Limitations on Damages.

A. CUSTOMER AGREES THAT IN NO EVENT WILL SICORTEX OR ITS SUPPLIERS, LICENSORS, OR REPRESENTATIVES BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCTS OR RELATED MATERIALS, LOSS OF DATA, THE COST OF RECOVERING SUCH PRODUCTS, RELATED MATERIALS OR DATA OR, THE COST OF ANY SUBSTITUTE PRODUCTS OR MATERIALS, ARISING FROM ANY BREACH OF THE CONTRACT, OR THE SALE, LICENSE, USE OF, OR INABILITY TO USE THE PRODUCTS, OR RELATED MATERIALS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE.

B. IN NO EVENT SHALL SICORTEX'S AGGREGATE LIABILITY ARISING IN CONNECTION WITH A PRODUCT EXCEED THE AMOUNTS PAID TO SICORTEX FOR SUCH PRODUCT IN THE THEN-PRIOR TWELVE (12) MONTH PERIOD.

11. Liability. The remedies set forth in the Contract are the sole and exclusive remedies for any breach of any obligation by SICORTEX or its suppliers, licensors, or representatives hereunder.

12. Force Majeure and Allocation. If either party's performance under the Contract (except payment of monies due) is prevented, restricted, or interfered with by reason of casualty, accident, fire, strikes or labor disputes, terrorist acts, inability to procure materials or components, power or supplies, war or other violence, compliance with any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency or intergovernmental

body (including, without limitation, those related to infringement), production delays, or any other act, circumstance, or condition whatsoever beyond such party's or its suppliers' or licensors' reasonable control, the party whose performance is prevented, restricted, or interfered with, upon notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference. SICORTEX may allocate its available supply of Products among any or all of its customers, including the internal requirements of SICORTEX and its affiliates, on such basis as it may deem fair and practical, without liability for any failure to comply with the provisions of the Contract.

13. Export. The Products may be subject to United States export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer must comply strictly with all such regulations that are now or later in effect. Customer certifies that it will not export or re-export the Products furnished hereunder unless it complies fully with all laws and regulations relating to such export or re-export, including but not limited to the customs and export control laws and regulations of the United States and the country in which the Products are received. Customer acknowledges that it is Customer's sole responsibility to comply with and abide by those laws and regulations.

14. Federal Contracts.

A. If these Conditions are being provided as part of a contract entered into with the federal government, or as part of a subcontract supporting (directly or indirectly) a contract with the federal government, Customer hereby agrees and acknowledges that:

(i) only those clauses of the federal acquisition regulations which the regulations themselves mandate for a party in SICORTEX's position, given all relevant limitations including Customer's status as a customer or a subcontractor and the size and type of contract, apply; and

(ii) SICORTEX retains proprietary rights in all technical data and computer Software provided under such contract. Only limited rights or restricted rights are provided to the federal government under the narrowest provision of those rights that the regulations allow, and no rights (including rights of audit of SICORTEX's cost or pricing data) are provided to any other party, including the prime contractor or any higher tier subcontractor.

B. In all other situations, Customer represents and shall ensure that no governmental funding will be used in connection with the purchase of the Products hereunder.

15. Modifications. The Contract may only be modified by a written amendment or agreement signed by authorized representatives of SICORTEX and Customer.

16. Severability. If any provision of the Contract is found to be unenforceable, the remaining provisions shall remain in full force and effect, and any unenforceable provision shall be replaced by a legally effective provision that comes as close as possible to the purpose of the unenforceable provision.

17. No Waiver. Failure on any occasion by either party to enforce any term of this Contract shall not prevent enforcement on any other occasion.

18. Governing Law. The Contract is made in, governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts without reference to its principles of conflict of laws. Customer consents to the exclusive personal jurisdiction and venue of the courts of the Commonwealth of Massachusetts for all litigation which may be brought with respect to or arising out of the terms of and the transactions and relationships contemplated by these Conditions. The parties hereby expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Products.

19. Entire Agreement; Priority. The Contract constitutes the entire agreement between the parties and supersedes all previous communications, whether oral or written. The Terms provided herein shall supersede any prior agreements, understandings, oral agreements, or other contracts in place between the parties.

20. Terms of Sale. The sale or license of the Products as described in the Order shall be governed by these Conditions provided herein. SICORTEX's offer to sell the Products or license the Software to Customer is expressly limited by Customer's total acceptance of these Conditions, and Customer accepts, without qualification, these Conditions upon any one of the following: (i) Customer issues or assigns a purchase order (PO) for the purchase of the

Products; (ii) Customer takes delivery of the Products under the PO; or (iii) Customer pays for any of the Products under the PO. Any additional, contradictory, or different terms or conditions proposed by Customer shall be void and of no effect unless SICORTEX specifically identifies and accepts such terms and conditions in writing. Subject to the terms and conditions herein, the Order, these Conditions, and any resulting PO shall be the exclusive agreement between SICORTEX and Customer for the sale of the Products. Customer re-affirms understanding that these Conditions shall prevail over anything inconsistent in any of these other documents. Agents and sales representatives of SICORTEX have no authority to make any representation that is not included herein or is different or contradictory to what is included herein, and Customer should not rely upon any such representation.

The Contract is not assignable by Customer and any attempt to assign any rights, duties or obligations arising hereunder shall be void. This Contract shall be binding on each party's successors and assigns.

Customer may cancel an order without charge at any time up until one week prior to scheduled shipment of the Products. Orders may not be cancelled within one week of the scheduled shipment date

While every effort is made to ensure the accuracy of illustrations, descriptions and material contained in any flyers, catalogs, price lists, brochures, leaflets or other descriptive matter provided by SICORTEX, these represent the general nature of the items described and do not form part of the Contract nor amount to any representation or warranty by SICORTEX.