

INTERNATIONAL TERMS AND CONDITIONS OF SALE

1. Buyer must specify a shipping method upon ordering. Please note: DHL services are not available. All transactions arising out of this Quote shall be governed by GPS Source's Terms of Sale (as well as, in the case of FLOTalk™ software licenses, GPS Source's License Terms and Conditions), which are attached hereto and incorporated into the order by reference (the "GPSS Terms"). The GPSS Terms are exclusive of all other provisions related to the transaction unless GPS Source has agreed in a signed writing to the inclusion of additional provision. In such cases, the GPSS Terms will be deemed supplemental to the additional provisions. In the event of any conflict between the GPSS Terms and the additional provisions, the GPSS Terms shall control and take precedence. Changes, cancellations and returns are permitted only as set forth in the GPSS Terms.
2. At Buyer's request, GPS Source can assign a unique part number to customized items ordered by Buyer. The unique part number merely defines the item's configuration so that GPS Source can more readily reproduce the configuration for Buyer in the future. Customizations do not entitle Buyer to ownership or control over the item's configuration or underlying manufacturing process. Future orders for the customized item are subject to availability, and as part of standard practice, GPS Source is under no obligation to notify Buyer of any obsolescence or other market conditions restricting GPS Source's ability to reproduce the configuration. Buyer notification of obsolescence can be agreed to separately if desired by the Buyer. Should the item become obsolete or otherwise unavailable, GPS Source will attempt to recommend alternative options when future orders for the item are placed. Acceptance of an alternative is at Buyer's discretion, and Buyer will bear the costs of testing, certification and qualification in connection therewith. GPS Source can assist with testing, certification, and qualification if agreed to separately and in writing. GPS Source will manufacture and package all customized items in accordance with its standard operating procedures unless otherwise agreed in writing. GPS Source may provide Buyer with a copy of the customized item's drawings and documentation for internal reference purposes only.

WARRANTY

Standard Warranty is 1-Year from date of purchase on GPSS manufactured products.

1-Year additional warranty available on GPSS manufactured products at 10% total price of goods.

2-Year additional warranty available on GPSS manufactured products at 15% of total of goods.

RETURN POLICY

- Customers may return any new unused items for credit within 30 days of purchase. Credit will be issued minus a restocking fee of 20% of the product list price after the product is received and inspected.
- Customers may return opened products for credit within 30 days of purchase. Credit will be issued minus a restocking fee of 20% of the product list price, plus any additional charges for wear and tear discovered after the product is received and inspected.
- Customers may not return special orders (with -S part number) or custom product for credit.
- Any orders over \$10,000.00 are non-cancelable and non-returnable.

Terms & Conditions of Sale

These **Terms & Conditions of Sale** (these "**Terms**") govern all matters related to (1) the purchase and sale of the Seller equipment, parts and components set forth in an Order (the "**Equipment**") and (2) Seller's provision of any professional services related to the Equipment, such as training and integration ("**Services**"). As used herein, "**Seller**" means GPS Source, Inc.; "**Buyer**" means the Buyer identified on the Order; and "**Order**" means the purchase order or other such order form through which Buyer purchases the Equipment or Services. By accepting the Order, or by paying for or accepting the Equipment or Services, Buyer agrees to be bound by these Terms. These Terms shall supersede any other terms or conditions, including those included with any Order, whether or not such Order is signed by the Seller. These Terms are

exclusive of all other provisions related to the transaction unless Seller has signed a written document that specifically states that it amends these Terms. In the event of any conflict between these Terms and the additional provisions, these Terms shall control and take precedence. Changes, cancellations and returns are permitted only as set forth in these Terms. Any of the following shall constitute acceptance of these Terms: accepting the Order; placing the Order; or paying for, accepting, or using any Seller equipment, parts, components, or services. In the event that Buyer does not agree to these Terms, Buyer immediately should reject the equipment, parts, components, or services, and should return all equipment, parts, and components unopened to Seller within five days of delivery. Failure to do so shall constitute acceptance of these Terms.

In consideration of the Fees paid by Buyer to Seller and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Definitions.** In addition to the terms defined elsewhere in these Terms, the following terms shall have the meanings given to them:
 - a) **“Effective Date”** means the earlier of the date on which the parties agree to the Order or the date on which Buyer pays for or accepts the Equipment.
 - b) **“Equipment Fees”** means the total fees payable by Buyer for the Equipment, as specified in the Order.
 - c) **“Fees”** means, collectively, the Equipment Fees and Service Fees.
 - d) **“Intellectual Property Rights”** means all known or hereafter existing worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights and other proprietary rights.
 - e) **“Sales Order”** means the Seller’s order acknowledgement form accepting Buyer’s Order and processing the order for shipment.
 - f) **“Service Fees”** means the total fees payable by Buyer for Services, as specified in the Order.
 - g) **“Parent Company”** means General Dynamics Mission Systems
 - h) **“End Use”** means the ultimate specific use of the product
 - i) **“End User”** means a customer of the Buyer who purchases product for its own use and not for redistribution or resale.
2. **Conveyance by Seller.** Seller hereby conveys, transfers and assigns to Buyer, free and clear of all liens and encumbrances, all of Seller’s right, title and interest in and to the Equipment other than any of Seller’s Intellectual Property Rights contained therein or associated therewith. Each of Buyer and Seller shall execute and deliver to the other such further instruments of conveyance as may be reasonably necessary to effect the intent of this Agreement. Seller retains sole ownership of all Intellectual Property Rights underlying the Equipment and Services, including in the case of customizations.
3. **Prices and Payment.** All prices will be invoiced in United States dollars and must be paid in full in United States dollars. All prices are assumed to be exclusive of value-added taxes unless expressly agreed in writing. Buyer acknowledges that Seller has a right to payment for work performed or services rendered based on the prices set forth in the contract.

All international orders are subject to a minimum twenty percent (20%) down payment. Invoicing and payment for the balance due shall occur prior to shipment and/or rendering of service. If mutually agreed in writing, Buyer may make payments according to a performance or milestone-based schedule.

At Seller's option; credit card or cash in advance of shipment may be required for all or part of the Order price. Any wire transfers must be sent to the following address:

Beneficiary Bank:	P Morgan Chase 420 West Van Buren Street Floor 10 Chicago, IL 60603
Beneficiary Bank ABA:	021000021
SWIFT CODE:	CHASUS33
Customer Name:	GPS Source Inc
Address:	PO Box 38370. CO Springs, CO 80937
Customer Acct Number:	950586359

The Seller is not required to extend any credit terms to Buyer, but may do so in the Seller's sole discretion. Credit terms and limits shall be subject to revocation or extension at the Seller's sole discretion. Upon receipt and acceptance of Buyer's line of credit application, Purchase Orders will be invoiced upon shipment of Equipment and each invoice will be payable in full net-30 days of the date of the invoice. Buyer may elect Payment terms beyond net-30 days however understands that a longer payment period will constitute an increase of 25% to the total price of the order. For Buyers that do not have an established line of credit with Seller, Buyer shall submit payment in full upon receipt of Sales Order form. Equipment will not be shipped until payment is received. Services are invoiced following the performance thereof and due and payable net-30 days from the invoice date. All prices for Equipment and Services are exclusive of, and Customer is responsible for, all sales, value added, use and like taxes and any applicable customs duties, import licenses, excise fees or tariffs. Overdue payments shall be subject to interest at a rate of the lesser of the maximum allowed by law or 1 1/2% per month.

If, in Seller's judgment, Buyer's financial condition has been impaired subsequent to acceptance of an Order, then Seller reserves the right, upon ten (10) calendar days' notice, to require full or partial payment in advance, regardless of the original agreed payment terms. In the event of bankruptcy or insolvency of Buyer, Seller may cancel any Order then outstanding and receive reimbursement for applicable cancellation charges.

4. **Packing & Shipment.** Seller will package all Equipment in a manner which is (i) in accordance with good commercial practice, and (ii) reasonably adequate to ensure safe arrival of the Equipment at the named destination. Orders requiring specialized packing or different shipping terms listed in this quote, may constitute an equitable adjustment. In no case will Seller be obligated to import into Buyer's country or the country of ultimate destination by any INCOTERM as Seller lacks the ability to make importations in countries in which it does not have a presence or operations and nothing in the Order shall be construed to create such an obligation on the part of Seller. Delivery dates are best estimates only and are not guaranteed. At its option, Seller reserves the right to make deliveries in installments.
 - a) Seller will make reasonable commercial efforts to meet its estimated delivery or performance dates; however, such dates are not guaranteed. Seller shall not be liable for any loss, cost or expense incurred by Buyer if Seller fails to meet such dates due to production or other delays. At its option, Seller reserves the right to make deliveries in installments.
 - b) If Buyer delays shipment greater than fourteen (14) calendar days of the specified ship date, Seller may invoice and warranty shall be deemed to commence as though shipment had occurred as specified. Furthermore, Seller reserves the right to move such Products into storage or to dispose of such Products and charge any incidental costs to Buyer.
 - c) The shipment of Products or portions thereof may be contingent on Buyer's and/or Seller's compliance with export laws as described in clause 14.
5. **Inspection and Acceptance.** All orders will be confirmed by Seller in writing or electronically, prior to production or shipping. Orders are non-binding on Seller until the order acknowledgement/confirmation is delivered to Buyer. The order confirmation is the final agreement between the Buyer and Seller and supersedes all prior oral and written statements regarding the Order. Seller accepts Buyer's order as herein stated. If there is any discrepancy, Buyer must advise Seller within 24 hours of receipt of written Order Acknowledgement. And return the products in accordance with Section 7 of this Agreement. Seller reserves the right at any time after receipt of your Order to accept or decline Buyer's Order for any reason.
 - a) **Equipment**
 - a) **Seller's Facility.** Except as otherwise agreed in writing by Seller, final acceptance shall occur upon delivery of the equipment to the freight forwarder. For Orders in which Seller agrees to inspection or test by Buyer on the premises of Seller, final inspection and acceptance by Buyer shall be conclusive. Buyer agrees that any inspection and test on its part shall not delay or disrupt Seller's performance. Buyer further agrees that it shall comply with Seller's security and safety policies during any inspection or test on the premises of Seller.
 - b) **Other than Seller's Facility.** Where the Parties agree in the Order that acceptance will occur after Buyer's receipt of equipment, Buyer's acceptance will be deemed complete if Buyer provides no written report of exceptions within ten (10) calendar days after receipt. It is further

understood that Buyer's (a) placing of any equipment provided hereunder into service and/or (b) beneficial use of such Products shall constitute acceptance.

- b) **Software.** All software shall be considered accepted: (a) if the recorded media, by which the licensed software is provided, is furnished free of manufacturing defects and damage, provided that the media has been properly installed by the Buyer or (b) thirty (30) days after delivery whichever occurs first.
- c) **Services.** Buyer shall accept the services or give Seller notice of rejection within a reasonable time after performance, notwithstanding any payment or prior test or inspection. No inspection, test, delay or failure to inspect / test or failure to discover any defect or other nonconformance shall relieve Seller of any of its obligations under this agreement or impair any rights or remedies of Buyer or Buyer's customers. Buyer may require Seller, as its first recourse, to promptly correct or re-perform the nonconforming services if Seller delivers nonconforming services. If Seller refuses to correct or re-perform, Buyer may either (a) correct the nonconforming services or (b) obtain replacement Services from another source at Seller's expense and reduce the Order price by the costs to correct or obtain replacement. Seller shall disclose any corrective action taken. All repair, replacement and other correction and redelivery shall be completed within the original delivery schedule or such later time as Buyer may reasonably direct. Redelivery to Buyer of any corrected or re-performed services shall be at Seller's expense.

6. Limited Warranties.

- a) **Equipment.** Seller warrants for a period of one (1) year following the Effective Date that the Equipment will (i) be free from material defects in workmanship, material and manufacture, and (ii) substantially comply with the requirements of the Order, including any drawings or specifications incorporated therein. Where Equipment delivered is in breach of the foregoing warranty and a warranty claim is received during the one-year warranty period, Buyer's exclusive remedy will be for Seller, at Seller's cost and election, to either correct the non-conformity, replace the non-conforming Equipment with conforming Equipment, or issue a refund of the price paid for the Equipment in exchange for return of the Equipment by Buyer. The Buyer is, however, responsible for any transportation costs. This warranty does not cover failures due to damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, abuse, vandalism, negligence, misuse, accidents or unauthorized alteration or repairs. Before returning any equipment, the Buyer must contact Seller's Buyer care or service representative and provide proof of purchase and details of the defect. If Seller determines the equipment is under warranty, Seller will provide Return Material Authorization (RMA) instructions. The defective equipment must be returned to Seller's facility as per RMA instructions no later than thirty (30) calendar days from the date the Buyer received the shipping instructions. Seller shall warrant returned equipment as to the particular defect subject to repair, for ninety (90) calendar days after shipment or the remaining warranty term, whichever is longer. Seller's total liability is limited to the original purchase price of the defective equipment. Seller will return the equipment under the same delivery terms and conditions as originally used. Seller will extend the foregoing warranty coverage for an additional one or two years for an additional fee if requested by the Buyer at the time of Equipment purchase and included in the Order.
- b) **Repair Services Outside Warranty Period.** GPS Source may, at its discretion, offer repair services for products outside the warranty period. Any repairs made to products older than 5 years are encouraged to be performed on newer model replacements, as parts and resources become increasingly limited for older models. Repairs do not extend the product's warranty period, but additional warranties can be procured separately as outlined in the 'Warranty' section of this document. For repairs outside the warranty period, Buyer will be charged for parts, labor, and shipping. Buyers seeking repairs outside the warranty period should contact GPS Source's RMA department for assistance and to initiate the repair process.
- c) **Software.** Seller warrants that under normal use, the Software shall perform the functions specified in its documentation. If the Software does not conform to its documentation such that its functional performance is significantly affected and Seller is notified in writing within ninety (90) days from the date of purchase along with a copy of the receipt of purchase, Seller shall correct and replace the Software as Buyer's exclusive remedy.

- d) **Services.** Seller warrants that each of its employees assigned to perform the Services hereunder shall have proper skills, training and background to perform in a competent and professional manner. Seller will, at its own option and expense, and as its sole obligation and Buyer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to re-perform any defective Services for which it has received written notice from Buyer within thirty (30) days of the performance of the defective Services SELLER EXPRESSLY DISCLAIMS ANY WARRANTY RELATED TO TESTING OR SERVICES PROVIDED UNDER THE ORDER INCLUDING ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- e) **Disclaimer.** THIS WARRANTY EXTENDS TO BUYER ONLY AND MAY BE INVOKED ONLY BY BUYER ON BEHALF OF ITS CUSTOMER(S). SELLER WILL NOT ACCEPT WARRANTY RETURNS DIRECTLY FROM BUYER'S CUSTOMERS OR USERS OF BUYER'S PRODUCTS. THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE EQUIPMENT AND SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, WHICH ARE HEREBY DISCLAIMED.

7. **Changes & Cancellations.**

- a) **Generally.** Seller is not required to accept changes or cancellations requested after the order confirmation. However, as a general rule, Buyer has the right to cancel this Order or request changes in quantities, specifications and/or schedules for any reason, subject to the terms of this Section 7. Any cancellation, return, change request or reschedule request must be in writing and received within 24 hours from order placement date. All changes to the Order not described below require mutual written agreement.
 - b) **Rescheduling.** Orders may be rescheduled to ship up to 90 days after the originally scheduled ship date, subject to a 15% reschedule charge. Only one reschedule per Order is allowed.
 - c) **Pre-Delivery Cancellation.** Buyer may cancel an Order without penalty within three (3) days of the Effective Date, in which case Seller will refund any amounts paid thereunder by Buyer. Orders cancelled more than three (3) days after the Effective Date but before substantial completion of manufacture of the Equipment are subject to a cancellation fee equal to 50% of the Equipment Fees. Orders cancelled after substantial completion of manufacture of the Equipment but before shipment are subject to a cancellation fee equal to (a) 70% of the Equipment Fees, in the case of standard, off-the-shelf Equipment, and (b) 100% of the Equipment Fees in the case of special (items with an -S part number) or custom Equipment. Such fees are due and payable immediately upon cancellation.
 - d) **Post-Delivery Cancellation.** Buyer may not return special or custom Equipment for refunds or credit following delivery. Any Orders over \$10,000.00 are non-cancellable and non-returnable once the Equipment has been delivered. Subject to the foregoing exclusions, Buyer may return other Equipment within 30 days of delivery, in which case credit will be issued for the Equipment Fees paid minus a restocking fee of 20% and any additional fees for wear and tear sustained by the Equipment.
 - e) **Non-Recurring Engineering Charges.** NRE charges will be incurred and invoiced as set forth in GPSS's proposal and as amended from time to time as mutually agreed, upon scope of work changes.
8. **Title & Risk of Loss.** Title to all Equipment purchased by Buyer hereunder will pass to Buyer upon Seller's receipt of all Equipment Fees. Risk of loss or damage to Equipment will transfer to Buyer once the Equipment is placed in transit.
9. **Limitation of Liability.** In no event will SELLER be liable for any consequential, indirect, exemplary, special, or incidental damages, OR FOR any lost data, lost profits OR costs of procurement of substitute Equipment or services, arising from or relating to the EQUIPMENT OR SERVICES, however caused and under any theory of liability (including negligence), even if SELLER has been advised of the possibility of such damages. SELLER'S total cumulative liability in connection with these terms and the EQUIPMENT AND SERVICES, whether in contract, EQUITY, tort or otherwise, will not IN ANY EVENT exceed the total FEES PAID BY BUYER UNDER THE APPLICABLE ORDER. Buyer acknowledges that these limitations reflect the allocation of risk set forth in

these Terms and that Seller would not sell the Equipment without these limitations on its liability, and Buyer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. No action may be brought for any alleged breach of an Order more than one (1) year after the date such alleged breach occurred.

- 10. Indemnity.** Subject to the warranties set forth above, Buyer shall indemnify, defend and hold harmless Seller (including its employees, officers, agents, suppliers and contractors) from and against any and all claims and losses arising out of or related to Buyer's use of the Equipment following Seller's delivery thereof. Seller shall have no obligation or liability hereunder for infringement, which results from compliance with Buyer's specifications or from a combination with or addition to or modification of the Product after delivery by Seller or from use of the Product or any part thereof in the practice of a process. Seller is not responsible for any infringement issue associated with the sale of the Product by Buyer once Buyer has received notice alleging the infringement from the Seller.

SELLER SHALL NOT BE LIABLE FOR ANY COLLATERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS.

Furthermore, all recipients and end users of Seller's Equipment are solely responsible for adhering to all current and future regulatory policies governing repeater usage within the specific country of operation. In the United States, an FCC Part V Experimental license is required for all non-US Federal Government and non-US Military applications as defined in the National Telecommunications and Information Administration (NTIA) manual Chapter 8.3.28. It is the responsibility of all end users, resellers, and manufacturer representatives, both domestically and internationally, to understand and follow the rules and regulations associated with procurement, deployment and lawful operation within each respective region and country of use. Buyers and End Users assume all responsibility and liability for adherence to proper and legal use of Seller's products. To the fullest extent allowable by law, Buyer and its End Users shall indemnify, defend and hold harmless Seller and its Parent Company from any FCC enforcement actions, fees, costs, penalties, or forfeitures arising from the marketing, sale, or use of the goods sold under this agreement, or negotiated agreement, as well as any liabilities arising from any Buyer or End User use of Seller Equipment in a manner that violates the FCC marketing rule at 47 C.F.R. § 2.803, or any amendment or successor to that rule.

- 11. Non-Disclosure.** In the event Buyer and Seller are not parties to a nondisclosure agreement relating to the subject matter hereof, Buyer agrees to hold in strict confidence and not disclose to third parties any of Seller's pricing information, Buyers, suppliers and intellectual property in the Equipment.
- 12. Audit.** Notwithstanding any language or provision to the contrary, Buyer shall have no right to audit or examine Seller's books and records.
- 13. Proprietary Information.**
- a) Except as provided in Section 2 of this clause, all information disclosed in written, graphic, model, or oral form, including, but not limited to, drawings, prints, publications, specifications, processes, manufacturing techniques, oral explanations, schedules and financial reports, obtained by Buyer from Seller prior to and during the performance of an Order which is marked as "Proprietary" by Seller shall be kept confidential by Buyer and shall remain the property of Seller, and shall be returned at Seller's request. Such information shall only be used in performance of the Order and shall not be used for other purposes unless agreed to in writing by Seller. Such information shall not be reproduced, published, disseminated, or disclosed to any third party, including the U.S. Government, by Buyer without the prior written consent of Seller. Nothing contained herein shall be construed as granting an implied license or a license by estoppel or otherwise to any of Seller's intellectual property.
 - b) Subject to the terms contained in an Order, Seller grants to Buyer and its customer (as applicable), including Buyer's and its customer' subcontractors associated with the Order, a non-exclusive, non-transferable, irrevocable, royalty-free license to use, copy and reproduce in whole or in part copyrighted standard commercial documentation provided with the Product(s) for the limited purposes of conducting training and/or to facilitate operation and maintenance of Seller's Product(s).

- 14. End-Use/End-User.** Buyer agrees to provide detailed actual End-Use and End-User information at the time of Order placement and to provide any additional information requested by Seller in satisfaction of any regulatory or due diligence requirements. Seller's acceptance of an Order shall be contingent on receipt of complete End-Use and End-User information in writing. If the End-User is other than the Buyer, then Buyer shall, at the time of its disclosure of end use and End User, identify any pertinent laws or regulations in the Buyer's legal jurisdiction (i.e. Country) affecting Seller's performance of the subject Order. Seller reserves the right, at its option, to fully or partially terminate any Order or to rescind or revise its offer and price, if any change in any person or entity handling the Products in Buyer's order chain and/or any law or regulation that Seller in its sole discretion believes makes a particular Order no longer tenable.
- 15. Administrative Fees.** Orders from a Buyer requiring completion of Buyer's Annual Representations and Certifications, or registration with a third-party support company for accessing purchase orders, GPS Source will include a one-time administrative fee of \$500 for increased administrative costs. This fee will not apply for orders that do not require updates to Buyer forms or updates to data entry on third-party procurement sites.
- 16. General.**
- a) **Compliance with Export Laws.** Buyer agrees that it will not, without the prior authorization of the Bureau of Industry and Security, United States Department of Commerce, or the Directorate of Defense Trade Controls, United States Department of State, whichever is applicable, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any Product or technical data or service sold or otherwise furnished hereunder to any person within any territory for which the United States Government, or any agency thereof, at the time of such action, requires an export license or other governmental approval, without first obtaining such license or approval. Buyer agrees to indemnify and hold harmless Seller, its officers, directors, employees and agents from and against any and all loss or liability for any and all claims, losses, demands, expenses, penalties or costs (including attorneys' fees) resulting from failure of Buyer to comply with this clause.
 - b) **Foreign Corrupt Practices Act and Anti-Bribery Laws.** Buyer agrees to comply with the Foreign Corrupt Practices Act and all applicable anti-bribery laws. Buyer specifically represents that neither it, nor anyone acting on its behalf, has or will, in connection with activities under an Order covered by these International Terms of Sale and its performance hereunder, directly or indirectly, offer, pay, promise to pay, or authorize the giving of, any money or thing of value to any Government Official or to any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a Government Official, for the purpose of influencing any act or decision of such Government Official, including any act or decision to fail to perform his lawful duty, or for the purpose of inducing such Government Official to use his influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality to obtain or retain business for any person. "Government Official" means any officer, employee, agent, representative, or any other person acting in an official capacity for or on behalf of a government, government-owned or -controlled entity or instrumentality, public international organization, political party, party official or political candidate.
 - c) **Assignment.** Buyer may not assign or transfer these Terms, by operation of law or otherwise, to any third party without Seller's prior written consent, which consent will not be unreasonably withheld or delayed; except that Buyer may assign these Terms, without consent, to any successor to all or substantially all its business or assets, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void.
 - d) **Force Majeure.** Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party. Force Majeure causes may include, but are not limited to (a) acts of God or of the public enemy, (b) war (whether an actual declaration thereof or not), (c) acts of terrorism or threats thereof, (d) acts of the U. S. Government in either its sovereign or contractual capacity, (e) sabotage, (f) insurrection, (g) riot or other act of civil disobedience, (h) atmospheric disturbances, (i) fires, (j) floods, (k) plagues or epidemics, (l) quarantine restrictions, (m) labor disputes or strikes, (n) failure or delay in transportation due to transportation workers strike or freight embargoes, (o) worldwide parts shortage(s) or rationing allocations, (p) shortage of labor, fuel, raw material or machinery, or (q)

violent storms or unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Party affected by such event. If the delay is caused by a delay of Seller or Seller's subcontractor and if such delay arises out of causes beyond the reasonable control of either, and without the fault or negligence of either, Seller shall not be liable for any delay in performance, excess costs or other damages unless the Product to be furnished by the Seller or subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedules. Seller shall notify Buyer in writing within ten (10) calendar days after it becomes aware of any such cause. If the original delivery schedule is overcome by the Force Majeure event, then the Parties agree to negotiate in good faith a revised delivery schedule.

- e) **U.S. Government End Users.** For direct and indirect U.S. Government contracts only, all Equipment and Services provided by Seller shall be considered "commercial items" as defined in FAR Part 2, 2.101 and in accordance with FAR 52.244-6. If the reasonableness of the price cannot be established, if cost or pricing data is required for any other reason, or if the Products or Services cannot be considered "commercial items," Seller may cancel the Order without liability.
- f) **Notices.** All notices, consents, and approvals hereunder must be delivered in writing in English by email, courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the Order, and will be effective upon receipt or when delivery is refused. Either party may change its address by giving notice of the new address to the other party. In the event of translation into a language other than English, the English language version of these International Terms of Sale and all documents related to or connected with an Order, including any specifications or statements of work, will be considered the authentic and controlling text for all purposes, including, but not limited to, resolution of conflict or ambiguity in interpretation of rights and obligations thereof.
- g) **Governing Law and Venue.** These Terms will be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to its choice of laws rules. Any action or proceeding arising from or relating to these Terms shall be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding. The Parties agree and consent to accept service of process by certified or registered United States mail, return receipt requested, addressed as provided herein. In the event that an action is commenced by either Party with respect to an Order, the substantially prevailing Party shall be entitled to recover its costs and attorneys' fees from the other Party. Seller and Buyer expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods to any Order.
- h) **Validity and Waiver.** If a court of competent jurisdiction determines any provision, in whole or in part, of an Order to be illegal, invalid, or unenforceable, then the validity and enforceability of the remaining provisions hereunder will not be affected. In lieu of such illegal, invalid, or unenforceable provision, the Parties shall negotiate one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. The failure of Seller to enforce any applicable provision of these International Terms of Sale, or to require at any time performance by Buyer of any provision or obligation related to an Order or these terms hereof, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of an Order, these terms, or any part hereof, or the right of Seller thereafter to enforce each and every provision.
- i) **Remedies.** Except as provided in Sections 5 through 7, the parties' rights and remedies hereunder are cumulative. If any legal action is brought by Seller to enforce these Terms, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.
- j) **Software License.**
 - a) Software will be licensed in accordance with the License provided with the Product. If no software license is provided and the Product contains software or firmware, then Seller grants to Buyer and Buyer's customer (if applicable) a nonexclusive, royalty-free, limited license to use such software or firmware and software documentation only for the purpose of operating and maintaining the Product on which it is installed.

- b) The Software is proprietary information of Seller. Seller retains title to all Software. Making copies of Software except for one copy for archive purposes is prohibited unless specifically authorized by Seller in writing. Buyer will reproduce and include all Seller proprietary and copyright notices and other legends both in and on every authorized copy of Software. Buyer may transfer the Software in conjunction with the resale of the Product or Buyer's product, in which the Software is installed or with which it is used, but only under terms consistent with and no less stringent than the terms set forth in this "Software License" section. Except for the foregoing, the Software may not be sublicensed, transferred, or loaned to any other party without Seller's prior express written consent. Buyer may not either itself or with the assistance of others, make modifications to the Software including, but not limited to, translating, decompiling, disassembling or reverse assembling, reverse engineering, creating derivative or merged works, or performing any other operation on Software to recover any other operation on Software, or to recover any portion of the program listing, object code or source code or any information contained therein.
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