



**IMAGESTREAM INTERNET SOLUTIONS, INC.
TERMS AND CONDITIONS OF SALE**

The Terms and Conditions of Sale and Software License Agreement (“Agreement”) contained herein constitute the entire agreement between ImageStream Internet Solutions, Inc. (“ImageStream”) and you (“Customer”). ImageStream will not be bound by any terms of Customer’s order. No form of acceptance except ImageStream’s written or electronic acknowledgement provided to Customer, or ImageStream’s commencement of performance shall constitute valid acceptance of Customer’s order. Any such acceptance is expressly conditioned on assent to the terms hereof and the exclusion of all other terms except as may be set forth in a written agreement expressly superseding these terms. Customer shall be deemed to have assented to the terms hereof, whether or not previously received, upon accepting delivery of anything shipped by ImageStream. If tender of these terms is deemed an offer, acceptance is expressly limited to the terms hereof.

1. PRODUCTS

1.1 “Products” shall mean any hardware or software products identified on: (a) ImageStream’s then current applicable price list; (b) any of ImageStream’s proposals or quotations; or (c) any of ImageStream’s invoices.

1.2 Alterations to any Product which ImageStream deems necessary to comply with specifications, changed safety standards or governmental regulations, to make a Product non-infringing with respect to any patent, copyright or other proprietary interest, or to otherwise improve a Product may be made at any time by ImageStream without prior notice to or consent of Customer and such altered Product shall be deemed fully conforming.

2. ORDERS

Customer shall purchase Products by issuing a written purchase order signed by an authorized representative, indicating specific Products, quantity, price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions. Any contingencies contained on such order are not binding upon ImageStream. ImageStream will accept or reject orders according to its then-current process. All orders are subject to acceptance by ImageStream at its corporate headquarters.

3. SHIPPING AND DELIVERY

3.1 Shipping dates will be established by ImageStream upon receipt of orders from Customer.

3.2 Customer has the right to defer Product shipment for no more than (30) days from the scheduled shipping date, provided written notice is received by ImageStream at least fifteen (15) days before the originally scheduled shipping date.

3.3 Cancelled orders, rescheduled deliveries or Product configuration changes made by Customer within ten (10) days of the original shipping date will be subject to (a) acceptance by ImageStream, and (b) a charge of twenty percent (20%) of the total invoice amount. ImageStream reserves the right to reschedule delivery in cases of configuration changes made within ten (10) days of scheduled shipment.

3.4 Shipping terms are FCA (per INCOTERMS 2000) ImageStream’s site, Plymouth, Indiana, unless Customer has elected on its purchase order or by means of a written agreement with ImageStream another delivery term offered by ImageStream. Title shall pass from ImageStream to Customer upon delivery to the carrier or Customer’s representative at the shipping point. Customer shall be responsible for all freight, handling and insurance charges

not expressly provided for in the applicable shipping term as set forth above, and shall pay ImageStream's then-current shipping uplift charges with respect to any alternative delivery term offered by ImageStream and elected by Customer. Unless given written instruction, ImageStream shall select the carrier. In no event shall ImageStream have any liability in connection with shipment, nor shall the carrier be deemed to be an agent of ImageStream. ImageStream shall not be liable for damage or penalty for delay in delivery or for failure to give notice of any delay.

3.5 Customer grants ImageStream a security interest in Products purchased under this Agreement to secure payment for those Products purchased. If requested by ImageStream, Customer agrees to execute financing statements to perfect this security interest. If Customer fails to effect payment in full for the Products then ImageStream (without prejudice to any other legal remedies it may have and notwithstanding any transfer of title) shall at any time thereafter be entitled to enter any Customer site (without notice to Customer) and remove the Products. Customer hereby grants ImageStream right of access to any Customer site for such purposes.

4. PRICES AND PAYMENT

4.1 Prices for Products shall be those specified in ImageStream's then-current applicable price list, as updated periodically by ImageStream, less any applicable discounts agreed upon by ImageStream in writing. All prices are FCA ImageStream's site, Plymouth, Indiana, and do not include any additional delivery charges which might apply in accordance with these terms.

4.2 All stated prices are exclusive of any taxes, fees and duties (except pursuant to delivery terms agreed by Customer and ImageStream) or other amounts, however designated, and including without limitation, value added and withholding taxes which are levied or based upon such charges, or upon this Agreement. Any taxes related to Products purchased or licensed pursuant to this Agreement shall be paid by Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible.

4.3 Upon credit approval by ImageStream, payment terms shall be net thirty (30) days from date of shipment. All payments shall be made in United States dollars unless otherwise agreed in writing between ImageStream and Customer. If at any time Customer is delinquent in the payment of any invoice or is otherwise in breach of this Agreement, ImageStream may, at its discretion, and without prejudice to its other rights, withhold shipment (including partial shipments) of any order or may, at its option, require Customer to pre-pay for further shipments. Any sum not paid by Customer when due shall bear interest until paid at a rate of 1.5% per month (18% per annum), or the maximum rate permitted by law, whichever is less. Should ImageStream be forced to enlist a debt collection company to recover monies owed to ImageStream by Customer or be forced to seek legal action, ImageStream reserves the right to levy a surcharge equal to the collection and/or court costs in addition to any outstanding amount.

5. SOFTWARE LICENSE

5.1 (a) ImageStream and its suppliers grant to Customer a non-exclusive, nontransferable license to use for its internal purposes; and, if Customer is authorized in writing by ImageStream to resell ImageStream products, to distribute in the territory authorized by ImageStream; the software features in object code form only, solely on a single hardware chassis; in accordance with the terms of this Agreement. Customer shall not make any copies or duplicates of any software without the prior written consent of ImageStream. Customer, if it is an authorized reseller of ImageStream products, may not sublicense to any person its rights to distribute the software, except as authorized in writing by ImageStream. EXCEPT AS EXPRESSLY AUTHORIZED ABOVE, CUSTOMER SHALL NOT: COPY, IN WHOLE OR IN PART, SOFTWARE OR DOCUMENTATION; MODIFY THE SOFTWARE; REVERSE COMPILER OR REVERSE ASSEMBLE ALL OR ANY PORTION OF THE SOFTWARE; OR RENT, LEASE, DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE SOFTWARE. At Customer's request and to the extent required by law, ImageStream shall provide Customer with the interface information needed to achieve interoperability between the software and another independently created program, on payment of ImageStream's reasonable fee. Customer shall observe strict obligations of confidentiality with respect to such information.

5.2 Customer agrees that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of ImageStream. Customer agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of ImageStream. Customer agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software and documentation shall remain solely with ImageStream.

5.3 This License is effective until terminated. Customer may terminate this License at any time by destroying all copies of Software including any documentation. This License will terminate immediately without notice from ImageStream if Customer fails to comply with any provision of this License. Upon termination, Customer must destroy all copies of Software.

5.4 If any portion hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect. This License constitutes the entire License between the parties with respect to the use of the Software.

5.5 Restricted Rights - ImageStream's software is provided to non-DOD agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19. In the event the sale is to a DOD agency, the government's rights in software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 and DFARS 227.7202.

6. LIMITED WARRANTY

6.1 Notwithstanding any other provision hereof, ImageStream's sole and exclusive obligations and Customer's sole and exclusive remedy for the Products sold hereunder are set forth in ImageStream's Limited Warranty Statement delivered with the Product. If Customer is an authorized ImageStream distributor, Customer shall not make any warranty commitment or give any representations whether written or oral, on ImageStream's behalf.

6.2 The warranties and conditions set out in the Limited Warranty Statement are in lieu of all other warranties, conditions and other terms, express or implied, all of which are excluded, including, without limitation, those of satisfactory quality, fitness for a particular purpose, against infringement or reasonable care and skill. No dealer or reseller is authorized by ImageStream to make any modifications, extensions or additions to the above warranties and conditions.

6.3 In no event shall ImageStream's or its suppliers' liability to Customer under this warranty, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer for the product subject to the warranty claim.

6.4 In all cases of ImageStream direct purchase of Product, where a Product is returned to ImageStream, Customer shall call and obtain a Return Material Authorization ("RMA") number from ImageStream's customer service department. For all indirect international or multinational purchases, Customer must contact the seller from which the Product was purchased to obtain its remedy.

6.5 For Product returned to ImageStream, Customer is responsible for:

- (a) proper packing of parts being shipped to ImageStream, including description of the failure and written specification of any other changes or alteration of the Product, such as hardware or firmware updates;
- (b) insurance of all packages for replacement cost;
- (c) shipment CIP ImageStream's Repair Center;
- (d) return of defective hardware to ImageStream within ten (10) days after issuance of the RMA number (failing which the list price of advanced replacement hardware will be charged to and paid by Customer); and
- (e) compliance with ImageStream's RMA procedure for all shipments to ImageStream, as follows:

- (i) each request to ImageStream for an RMA number must specify the number, type, and serial number for each part to be replaced; ImageStream will provide the local RMA shipment address upon request; and
- (ii) Product sent back to ImageStream must agree exactly in the number, type, and serial numbers associated with the RMA transaction.

6.6 Product purchased directly from ImageStream may be returned by Customer in accordance with ImageStream's "Money-Back Performance Guarantee Policy", if any, in effect on the date of the invoice.

7. PATENT AND COPYRIGHT INDEMNITY

7.1 ImageStream will defend any claim, suit or proceeding brought against Customer so far as it is based on a claim that any Product supplied hereunder infringes a copyright or an existing patent (as of the effective date of this Agreement) within the United States, if notified promptly in writing of the claim and given full authority, information, and assistance for the defense. If such claim has occurred, or in ImageStream's opinion is likely to occur, Customer agrees to permit ImageStream, at ImageStream's option and expense, either to procure for Customer the right to continue using the Product or to replace or modify the same so that it becomes noninfringing, or, if neither of the foregoing alternatives is reasonably available, remove the Product and refund Customer the price thereof as depreciated or amortized by an equal annual amount over the lifetime of the Product as established by ImageStream.

7.2 ImageStream has no liability for any claim based upon the combination, operation, or use of any Product supplied hereunder with equipment, devices, or software not supplied by ImageStream, or for any claim based upon alteration or modification of any Product supplied hereunder.

7.3 Customer shall defend and hold ImageStream harmless against any expense, judgement or loss for alleged infringement of any patents, copyrights or other proprietary rights which result from ImageStream's compliance with Customer's designs, specifications or instructions.

7.4 Notwithstanding any other provisions hereof, ImageStream shall not be liable for any claim based on Customer use of the Products as shipped after ImageStream has informed the Customer of modifications or changes in the Products required to avoid such claims and offered to implement those modifications or changes, if such claim would have been avoided by implementation of ImageStream's suggestions.

7.5 The foregoing states the entire obligation of ImageStream and Customer's sole remedy with respect to infringement of proprietary rights. The foregoing is given to Customer solely for its benefit and in lieu of, and ImageStream disclaims, all warranties, conditions or other terms concerning noninfringement with respect to the Products.

8. EXPORT RESTRICTIONS

Customer shall obtain all licenses, permits and approvals required by any government and shall comply with all applicable laws, rules, policies and procedures of the applicable Government, and other competent authorities. Customer will indemnify and hold harmless ImageStream for any violation or alleged violation by Customer of such laws, rules, policies or procedures. Customer shall not transmit, export or re-export, directly or indirectly, separately or as part of any system, the Products or any technical data (including processes and services) received from ImageStream, without first obtaining any licence required by the applicable Government, including without limitation, the United States Government and/or any other applicable competent authority. By accepting delivery, Customer agrees that none of the Products or technical data supplied by ImageStream under this Agreement will be sold or otherwise transferred to any US-embargoed destination, any entity subject to a US denial order, or made available for use by or for, any military end-user, or in any military end-use located in or operating under the authority of any country identified in Country Group D:1 under Supplement No. 1 to Part 740 of the EAR without a US license. Customer also certifies that none of the products or technical data supplied by ImageStream under this

Agreement will be sold or otherwise transferred to, or made available for use by or for, any entity that is engaged in the design, development, production or use of nuclear, biological or chemical weapons or missile technology.

9. CONFIDENTIAL INFORMATION

Customer shall hold confidential and shall not use or permit others to use any confidential information identified as such in writing or orally by ImageStream or information which Customer knows or has reason to know is confidential, proprietary or trade secret information of ImageStream.

10. LIMITATION OF LIABILITY

10.1 Nothing in this Agreement shall limit ImageStream's or its suppliers' liability to Customer for (1) personal injury or death caused by its negligence or (2) ImageStream's liability in the tort of deceit.

10.2 All liability of ImageStream and its suppliers shall be limited to money paid to ImageStream under this Agreement.

11. CONSEQUENTIAL DAMAGES WAIVER

In no event shall ImageStream or its suppliers be liable for any loss of use, interruption of business, lost profits, or lost data, or indirect, special, incidental, or consequential damages of any kind regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if ImageStream or its suppliers have been advised of the possibility of such damages.

12. ARBITRATION

12.1 All questions as to rights and obligations arising under the terms of this Agreement which may properly be submitted to arbitration are subject to arbitration, and such arbitration shall be governed by the Uniform Arbitration Act, Indiana Code 34-57-2-1 et seq.

12.2 If a dispute should arise under this Agreement either party may within thirty days make a demand for arbitration by filing a demand in writing with the other.

12.3 The parties may agree upon one arbitrator, but in the event that they cannot agree, there shall be three, one named in writing by each of the parties within 30 days after demand for arbitration is made, and a third party chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the arbitrators, they shall be appointed in accordance with the provisions of the Uniform Arbitration Act.

12.4 All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in Marshall County, Indiana. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said County as is selected by the arbitrators. Notice shall be given and the hearing conducted in accordance with the Uniform Arbitration Act.

12.5 If there are three arbitrators, the decision of any two shall be binding and conclusive. The submission of a dispute to the arbitrators and the rendering of their decision shall be a condition precedent to any right of legal action on the dispute.

12.6 If the arbitrators selected pursuant to Paragraph 3, hereof, shall fail to reach an agreement within 30 days, they shall be discharged, and three new arbitrators shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is finally reached by two of the three arbitrators selected.

12.7 The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine.

13. GENERAL TERMS

13.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Indiana, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. Venue for any court action involving this agreement will be only in a Court in Indiana. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

13.2 ImageStream shall not be liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics, and similar occurrences beyond ImageStream's reasonable control.

13.3 No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement.

13.4 Neither this Agreement nor any rights under this Agreement, other than monies due or to become due, shall be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of ImageStream. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.

13.5 In the event that any of the terms of this Agreement become or are declared to be illegal by any court of competent jurisdiction, such terms shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

13.6 Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

13.7 This Agreement, including the Product warranty referenced herein, constitutes the entire agreement between the parties hereto concerning the subject matter of this Agreement, and there are no understandings, agreements, representations, conditions, warranties, or other terms, express or implied, which are not specified herein. This Agreement may only be modified by a written document executed by authorized representatives of ImageStream and Customer.