FLINTEC, INC.

The following Terms and Conditions ("Terms and Conditions") shall apply to all sales of equipment and goods ("Products") made by Flintec, Inc. ("Flintec") to the customer ("Purchaser") described in the attached Sales Order. All such sales are expressly limited and conditioned upon acceptance of these Terms and Conditions, and no provision, printed or otherwise, contained in any order, acceptance acknowledgment, blue print, or Federal contract is intended to vary or supplement the terms and conditions of sale stated herein, whether printed or otherwise, unless *specifically* agreed to in writing by Flintec. Purchaser acknowledges that it has read and understands these Terms and Conditions and agrees to be bound by them.

1. Inspection During Shipment.
   a. All delivery and shipment dates indicated on the attached Sales Order are approximate and subject to Flintec’s availability schedule. Flintec will make reasonable efforts to meet the delivery dates(s) quoted. However, Flintec will not be liable for its failure to meet the quoted delivery dates, or for any delay in performance hereunder due to unforeseen circumstances or shortages, due to causes beyond its reasonable control, or due to its voluntary or mandatory compliance with any governmental act, regulation, or request. If by reasons of such circumstances, Flintec’s supplies of the Product(s) covered hereby are limited, Flintec shall have the right to prorate the available supply among its customers under proper and normal conditions of use, for the measurement of time, Flintec will begin to count the time of shipment to Purchaser when properly installed on that processor. Flintec does not warrant that the Product(s) supplied by Flinetc will not be interrupted or error-free. EXCEPT AND ONLY TO THE EXTENT EXPLICITLY PROVIDED IN THESE TERMS AND CONDITIONS, THE PRODUCT(S) PROVIDED BY FLINTEC OR ITS SUPPLIERS OR LICENSORS "AS IS" AND "AS AVAILABLE." FLINTEC DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OUT OF A COURSE OF DEALING OR USAGE, TRADE OR OTHERWISE, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, PATENT, TRADE SECRETS, TRADE SECRETS AND PROPRIETARY TO FLINTEC. FLINTEC NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR FLINTEC ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF SAID PRODUCT(S).

2. Cancellation and Rescheduling Charges.
   a. Purchaser agrees to pay to Flintec a cancellation charge in the event Purchaser: (1) cancels any order or portion thereof, (2) fails to meet any obligation causing cancellation. Such charges will be computed based on net invoice price as follows:
      (i) Standard Products. Twenty (20) percent will be charged on all order cancellations occurring at least thirty (30) days prior to scheduled shipment; thirty-five (35) percent will be charged for order cancellations occurring within thirty (30) days of the scheduled shipment date.
      (ii) Custom Products. Cancellation charges for orders involving custom or “special” Products will be one hundred (100) percent unless otherwise stated in the attached Sales Order.

3. Packaging and Loss or Damage in Transit.
   a. Products will be packaged for shipment in a manner suitable to the method of shipment and the circumstances and conditions under which the Product(s) will be shipped; all risks of loss or damage in transit will be borne by Purchaser.

4. Payment Terms
   a. Unless otherwise indicated on the face hereof, all sales hereunder are F.O.B. origin, freight collect, and all risk or loss or damage to Products in transit is the responsibility of Purchaser. Payment will be made in accordance with Paragraph 4 below.

5. Taxes
   a. If applicable, Purchaser agrees to pay all taxes, duties, value added taxes, or other like charges directly or indirectly levied or imposed on the sale, manufacture, production, sale, redemption, transfer, transportation, storage, handling, or other transaction incident to the sale of the Products. This includes but is not limited to taxes, duties, value added taxes, or other like charges levied or imposed by any taxing authority, now or hereafter existing, on the sale, manufacture, production, sale, redemption, transfer, transportation, storage, handling, or other transaction incident to the sale of the Product(s). Purchaser will, on request, execute a security agreement in such form as is required by Flinetc, which, at his option, may require the product to be returned to the factory, transportation prepaid, with prior written authorization by Flinetc. When return of non-conforming goods has not been accepted, and may be made in accordance with Paragraphs 1 above and Paragraph 6 below without further liability on Flinetc’s part. Flinetc will ship Product(s) which equal or exceed quoted specifications when engineering changes occur after order acceptance.

6. Payment
   a. Payment Terms. Terms and Conditions stated herein and on the applicable Sales Order. Where the terms and conditions stated in Purchaser’s order vary from these Terms and Conditions, these Terms and Conditions shall control. Any modification of these Terms and Conditions without the express written consent of Flinetc shall be null and void.

7. Return of Goods
   a. Returns. Return of any Product(s) under this warranty to Flinetc must be accompanied by a purchase order and a statement of the problem. Flinetc, at its option, may require the return of the Product(s) to a factory or to the place of manufacture. The cost of return transportation shall be borne by Purchaser except as otherwise agreed between the parties. Flinetc may assess a charge for reconditioning or repair of Product(s) returned to it in any case.

8. Product Service
   a. Product Service. Flinetc will, on request, provide service to correct defects in material or workmanship, provided the buyer pays all costs of service including, but not limited to, transportation, labor rates, and material costs incurred.

9. Indemnity
   a. Indemnity. The Purchaser will indemnify, hold harmless and defend Flinetc against all claims for damages or profits arising from infringement of patents, designs, copyrights, trademarks, or other intellectual property rights with respect to all goods manufactured, either in whole or in part, to the Products sold under these Terms and Conditions.

10. Modification/Controlling Terms of Contract.
    a. All orders are shipped on the basis of these Terms and Conditions stated herein and on the applicable Sales Order. Where the terms and conditions stated in Purchaser’s order vary from these Terms and Conditions, these Terms and Conditions shall control. Any modification of these Terms and Conditions without the express written consent of Flinetc shall be null and void.

11. Miscellaneous
    a. Applicable Laws.
        i. All sales, agreements, transactions, disputes, or controversies arising out of, or related to, these Terms and Conditions shall have exclusive venue in the state and/or Federal courts located in the Commonwealth of Massachusetts. Purchaser hereby irrevocably consents to the personal jurisdiction of those courts for such purposes.

12. Entire Agreement; Amendments.
    a. Entire Agreement; Amendments. These Terms and Conditions, together with the attached Sales Order, are the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter hereof. No amendment or modification to these Terms and Conditions shall be binding upon Flinetc unless made in a writing signed by a duly authorized agent of both Flinetc and Purchaser.

    a. Severability. If any provision of these Terms and Conditions shall be ruled unenforceable, then the remainder shall be enforced to the extent permissible.

    a. Copyrighted Material. Flinetc licenses certain items of copyrighted programming material (software) for use in conjunction with its Product(s). Said copyright is the property of the owner of the copyright, and Purchaser’s rights thereto are limited to use of such copyrighted programming material (software) for use in conjunction with its Product(s). Purchaser shall protect such copyrighted programming material(s) as Flinetc’s confidential information, and shall use it only for the intended purpose for which it was licensed. Purchaser shall not disclose such information for any purpose other than to install, operate and maintain the Product(s) and/or the accompanying copyrighted programming material (software). Purchaser will comply with all applicable laws and regulations of the United States, including but not limited to such acts as copyright, database, and other intellectual property laws.

15. Computer Software License.
    a. Computer Software License. Computer software provided with this order, including any subsequent improvements or updates, is furnished to Licensee under a license for use with a single processor. Purchaser may make available the Software, or any part thereof, or any copies thereof, in any form to any third party, or confidential data and information.

16. Confidential Data and Information.
    a. Confidential Data and Information. All hardware and software, drawings, diagrams, manuals, specifications and other materials furnished by Flinetc relating to the use and service of the Product(s) furnished hereunder have been developed at great expense and are considered to be trade secrets and proprietary to Flinetc. Purchaser may not reproduce in any way such hardware, software, diagrams, drawings, manuals, specifications and other materials. All documents and/or materials aforementioned supplied directly by Flinetc (except information as may be established to be in the public domain) shall be received in confidence by Purchaser, and Purchaser will take every precaution to protect the confidentiality of such information, and shall not use or disclose such information for any purpose other than to install, operate and maintain the Product(s) supplied hereunder.

17. Waiver
    a. Non-Waiver. Flinetc’s failure to exercise any of its rights shall not constitute or be deemed a waiver or forfeiture of such rights.

18. Export Administration Regulations.
    a. Export Administration Regulations. Any Product(s) or technical data supplied by Flinetc under these Terms and Conditions are subject to the U.S. Export Administration Act and regulations thereunder, which includes the licensing of certain products. It is the responsibility of Purchaser and any exporter contracted/used by Purchaser to comply with such act and regulations. Purchaser certifies that it will not use, sell, transfer, or otherwise dispose of the goods, technology, or software licensed hereunder, unless and to the extent such use, sale, transfer, or other disposal complies with all laws and regulations of the United States, including but not limited to such acts and regulations.