



ISE Corporation

Uniform Sales, Service and Support Agreement

SECTION 1 DEFINITIONS.

As used herein, the following terms will have the following meanings:

1.1 "Agreement" means this Uniform Sales, Service and Support Agreement.

1.2 "Product Specifications" means ISE's or the manufacturer's official published specifications for Products when you acquire them (which ISE will provide to you upon request), and the documentation that ISE or the manufacturer includes with Products delivered to you under this Agreement.

1.3 "ISE" means International Systems & Electronics Corp.

1.4 "Agreement" means an agreement for your acquisition of Products from ISE, as explained in Section 2 below. Each Agreement includes the terms of this Agreement.

1.5 "Equipment" means hardware and associated equipment or peripherals and features that you acquire from ISE.

1.6 "Investment Schedule" and or "Sales Orders" means the Products which you have agreed to purchase from ISE at the prices that are set forth in the Investment Schedule and or Sales Orders attached hereto or provided subsequent to this agreement.

1.7 "Products" means Equipment, Software, Supplies and Services.

1.8 "Services" means those Services described in Section 10 that you acquire from ISE.

1.9 "Software" means computer programs in any form that you acquire from ISE.

1.10 "Supplies" means consumable items that you acquire from ISE.

1.11 "Third Party Products" means any Products that you acquire from parties other than ISE.

SECTION 2 Agreements.

2.1 This Agreement. The Investment Schedule and or Sales Orders attached hereto or subsequent to this agreement will mean that you have agreed to acquire from ISE the Products that are detailed on the Investment Schedules and or Sales Orders provided. This is a binding agreement between you and ISE. This Agreement describes the scope of the Products to be provided for the implementation of the

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS REGARDING YOUR PURCHASE OF PRODUCTS AND/OR SERVICES FROM ISE CORPORATION.

system described in the Investment Schedule and or Sales Orders attached hereto, as well as subsequent agreements which may be entered into under this Agreement as set forth in this Section 2 below.

2.2 Additional Agreements. You may order additional Products from ISE with a written purchase order. You may submit a written purchase order on your form or an ISE form. ISE may accept your purchase order by signing it, delivering the Products that you ordered, or as ISE and you otherwise agree. ISE's acceptance creates a Contract consisting of this Agreement and your written order, except that any preprinted language on your form will not become part of the Contract. ISE may also decline to accept your purchase order. A purchase order is deemed declined unless ISE signs and returns it to you or sends you a written acceptance on ISE's form. You may also acknowledge the purchase of products from ISE by signing an Investment Schedule and or Sales Order provided by ISE Corporation.

2.3 Oral Contracts. You may, subject to ISE's permission, order certain categories of Products from ISE orally. In that event, the Contract will consist of this Agreement and the quantities, prices and product identifications as confirmed on ISE's invoice or acknowledgment.

2.4 Invoiced Services. ISE may at its option offer to provide Equipment maintenance or Software Services for a fixed term by sending you an invoice in advance of the term. If you accept the offer by paying the invoice or by accepting the Services, a Contract is formed consisting of this Agreement and the terms of ISE's invoice.

2.5 Other Communications. Each Contract supersedes all oral and written communications between you and ISE concerning the ordered Products. Correspondence, proposals and recommendations become binding commitments of ISE only when they are attached to or are expressly incorporated into a Contract.

2.6 Cancellation and Modifications. If you cancel, reschedule or modify a Contract prior to delivery, ISE may assess a charge under its policies in effect at the time of your order. ISE will make these policies available to you upon request. You may not cancel, reschedule or modify a Contract after delivery.

SECTION 3 DELIVERY AND INSTALLATION.

3.1 Delivery. ISE will deliver Products to the location that is specified in the Investment Schedule and or Sales Orders. Receipt of the Products by a common carrier constitutes delivery. Title and risk of loss pass to you upon delivery by ISE or the manufacturer and other suppliers acting on behalf of ISE to the common carrier for drop shipment (F.O.B. Shipping Point). And any loss or damage thereafter will not relieve you from any obligation hereunder. You will bear all insurance and transportation expense including responsibility for any associated taxes, loss or expense (consequential or otherwise) incurred by you if ISE fails to meet the specified delivery schedule. Shipments will be freight collect unless otherwise specified. You agree to inspect Products when you receive them and to notify ISE promptly if there is

any visible damage. The Products delivered may be the central component/module/element of a series of peripherals units or devices that are part of the overall system or unit; these units may not be identified. The condition and configuration of the products should be verified prior to acceptance in order to prevent possible equipment type contentions. Due to rapidly changing technology, equipment revisions, software compatibility matters, ISE at its discretion will reserve the right to provide similar or distinct products that meet or exceed the same requirements.

3.2 **Installation.** ISE will notify you if Products require a special physical environment. You agree to provide that environment prior to installation. Upon request, ISE will provide installation Services that may be separately chargeable unless listed on the Investment Schedule attached.

3.3 **Force Majeure Regarding Delivery and Installation.** ISE shall be excused from performance and shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by occurrence of any contingency beyond the control either of ISE or its suppliers including but not limited to war (declared or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or machinery, or technical or yield failure where ISE has exercised ordinary care in the prevention thereof. If any contingency occurs, ISE may allocate deliveries among its customers.

SECTION 4 PRICES AND TAXES.

4.1 **Prices.** Your Investment Schedule and or Sales Orders states the Product price, and any future order will generally state the Product price. If it does not, the price will be ISE's then-current published price less any applicable discount. ISE may increase your price if it increases its published price after it accepts your order, and your order specifies delivery more than 120 days after the price increase becomes effective. Also, any price increases for Services or Software licensed for a periodic fee will apply to subsequent billing periods.

4.2 **Taxes and Other Charges.** Unless otherwise stated, Product prices do not include: delivery and installation charges; charges associated with preparing your site; and all taxes that relate to your acquisition or use of Products, including sales, use and property (ad valorem) taxes, other governmental charges, taxes and assessments. You agree to pay those charges and taxes, except for taxes based on ISE's net income or franchise taxes. If you qualify for tax exemptions, you must provide ISE with appropriate exemption documentation.

SECTION 5 INVOICE, PAYMENT AND SECURITY INTEREST.

5.1 **Invoice and Payment.** ISE will invoice you as set forth in the Investment Schedule. With respect to any subsequent Contracts, ISE will invoice you (1) for Equipment and Software - upon shipment or delivery; (2) for recurring Services or license fees - in advance; and (3) for non-recurring Services - when ISE provides them to you; or (4) as you and ISE may otherwise agree in writing. Unless otherwise agreed, payment is expected upon delivery of Products or at or prior to delivery of Services. Payment is due on receipt of ISE's invoice, either in cash with order, C.O.D. or other normal commercial means, unless ISE has agreed, at its option, to provide you with credit terms. Where credit is extended to you, the terms of payments shall vary depending on the agreed terms at the time of purchase or the set terms for the account set prior to establishing any type of purchase commitment from the date of ISE's invoice. A finance charge will be added for all amounts not paid within the stipulated terms of the ISE invoice,

Investment Schedule and or Sales Orders. The finance charge will vary depending on the terms of the "Investment Schedule" or "Sale Order" provided. You accept this charge as a part of this Agreement and agree to pay this sum of money with regular billing. The amount of credit or terms of payment may be changed or credit withdrawn by ISE at any time without advance notice. All collection costs shall be borne by you. Any down payment tendered by you with this Agreement is non-refundable and will be used by ISE as partial compensation for its services with respect to this agreement. This Section does not limit the total amount of claims ISE may have in the event you breach this Agreement.

5.2 **Security Interest.** ISE retains a purchase money security interest in each Product that you purchase until you pay for it. You appoint ISE as your agent to sign and file a financing statement to perfect ISE's security interest.

SECTION 6 MODIFICATIONS OR REFURBISHMENT BY ISE.

6.1 **Modification of Products.** ISE reserves the right to modify, at its discretion, any Product to comply with your existing environment, your equipment configuration, your application software conceptual requirements, or industry changes which change the initial or planned installation of the same of the Products. ISE may modify the specifications of Products sold or designed by ISE provided that the modifications will not materially and adversely affect the performance of the Products. ISE reserves the right to upgrade or retrofit equipment when application software being adapted by you is not compliant. In addition, if you are using software applications not provided by ISE, all service related issues are your sole responsibility; this includes any applications that are not a part of ISE's original implementation. ISE is not responsible to make application software not sold by ISE compliant to accommodate your existing or future application software or hardware system modifications.

6.2 **Refurbished Products.** In the event that any of the Products to be delivered by ISE are refurbished, this will be disclosed on the Investment Schedule or subsequent purchase order. As such, you expressly understand and agree that any and all product warranties provided by the manufacturer that would have covered that portion of the Product that has been refurbished by ISE are no longer applicable. The only warranties covering the refurbished portion of the Product, if any, are those provided by ISE under this Agreement, and ISE warrants to you that the refurbished portion of the Product discussed above will be in good operating condition during the period that begins on the date of the installation of the Product and ends ninety (90) days thereafter. Any refurbished portions of the Products not in good operating condition due to one or more of the following causes is not covered by the above warranty and will be repaired by ISE only upon payment to ISE of additional charges: (1) in the event of any alteration to the Product by any party other than ISE which is not pre-approved in writing by ISE; (2) your or any third party's negligence or intentional act; misuse or abuse, including the failure to operate the Product in accordance with the manufacturers' specifications; (3) improper testing, installation or handling by persons other than ISE; (4) failure of any Product not maintained by ISE; (5) improper use of or failure to use Supplies; (6) use of Supplies not meeting the manufactures' specifications; (7) casualty loss to the Product; (8) water damage; (9) acts of God; (10) exposure to extreme temperatures or humidity; (11) improper electrical power; or (12) damage ordinarily covered by insurance.

7.0 LICENSE TO USE SOFTWARE.

7.1 **Other Companies' Software.** ISE may provide you with Software that bears the logo or copyright of another company. The

license terms of this Agreement apply to that Software unless the Software is provided with a license agreement (including, but not limited to, a “shrink-wrap” license) from the other company, in which case the terms of the other company’s agreement apply.

7.2 **Scope.** Except as stated in Section 7.1 above, ISE grants you a non-transferable, non-exclusive license to use the Software consistent with the terms of this Agreement. Unless otherwise agreed, you may use the Software at any one time only on a single processing unit of the class and model for which you originally licensed it. Your order may specify other or different license terms, concerning matters such as the number of users or site license rights, or you and ISE may agree separately in writing to those terms. This license from ISE is non-exclusive and ISE retains the entire control and ownership of the Software. You agree to utilize Software for your own purpose exclusively and not to transmit either for consideration or as a gift to any other party or entity, all or any part of any Software provided by ISE.

7.3 **Fees.** Software licenses may be granted for either periodic or one-time license fees. Your order should specify the type of fee. Your payment of a one-time fee entitles you to a perpetual right to use the Software subject to the terms of this Section 7.0.

7.4 **Termination.** A Software license term begins when ISE delivers the Software to you and continues for the specified term unless you or ISE terminates the license as described below or you violate your obligations under this Section 7.0. You may terminate a periodic license at any time by providing 30 days advance written notice. ISE will refund the unapplied portion of any advance payment. One-time fees are not refundable. ISE may terminate a periodic license at the end of a billing period by giving you at least 30 days advance written notice. When the license ends, you agree to immediately stop using the Software and either return all copies to ISE or certify to ISE that you have destroyed them.

7.5 **General.** You may not copy Software, or transfer, disclose, sublicense or distribute it to any party without ISE’s written consent. ISE will consent to your transfer of Software only to parties who sign the then-current form of ISE Uniform Sales, Service and Support Agreement and pay any applicable fees. You must retain copyright notices and proprietary legends on all copies of Software in your possession. Software remains the property of ISE or its licensors. Except as otherwise provided, ISE makes no warranty with respect to Software, which is sold strictly on an “AS IS” basis.

SECTION 8 WARRANTIES.

8.1 **Equipment.** ISE warrants that Equipment will be free from defects in material and workmanship and will conform to Product Specifications. This warranty begins on delivery or, if applicable, when ISE installs the Equipment and continues for ninety (90) days unless the Contract or ISE’s policies at the time of order specify a longer period. If you notify ISE during the warranty period that Equipment does not comply with this warranty, ISE will repair the Equipment at no charge under Section 10.1.

8.2 **Software.** ISE warrants that Software will conform to Product Specifications. This warranty begins on delivery or, if applicable, when ISE installs the Software and continues for thirty (30) days unless the Contract or ISE’s policies at the time of order specify a longer period. If you notify ISE during the warranty period that Software does not conform to Product Specifications, ISE will correct the Software at no charge under Section 10.2. Except for defects in media, ISE warrants only the first copy of Software that it provides to you.

8.3 **Other Companies’ Products.** ISE may provide you with Products that bear the logo or copyright of another company. Notwithstanding anything within Section 8.1 or 8.2, if you receive these Products with terms from the other company addressing warranty or support, the other company’s terms apply, and unless specifically agreed ISE provides no warranty or support.

8.4 **Services.** ISE warrants that it will provide Services in a professional manner consistent with Section 10, and any Contract, and ISE’s published policies in effect at the time Services are rendered.

8.5 Right to Refund.

8.5.1 ISE will use its best efforts during a warranty period to repair Equipment under Section 8.1 or correct Software under Section 8.2. If ISE does not succeed within a reasonable time, you may return the defective Product and obtain a refund, or you may accept the Product “as is.”

8.5.2 If ISE does not perform Services consistent with Section 8.4 or any Contract and you promptly notify ISE, ISE will use its best efforts to re-perform them. If ISE cannot successfully re-perform Services, you may terminate the Contract, and obtain a refund of your payments to ISE for those Services. Your refund for a fixed term Services Contract will not exceed your payments for 12 months and will be prorated accordingly.

8.5.3 In addition to the warranties described above, ISE may make commitments to you in a Contract such as those relating to Product performance, capability or the future availability of features. If ISE does not meet those commitments, you agree to notify ISE promptly in writing. If ISE is unable to correct the problem within a reasonable time and the Contract does not separately address your remedies, you may return the Product and obtain a refund. The refund will be reduced on the same basis as you depreciate the Product in your financial statements. If you do not depreciate it, the refund will be reduced on a 5-year straight-line basis.

8.6 **Title.** ISE warrants that title in Equipment will be clear except for ISE’s security interest.

8.7 **Warranty Services.** ISE will provide warranty Services under its standard policies in effect when it delivers the Products. You may separately purchase expanded warranty Services, when available. If ISE designates that Products are provided “as is,” there is no warranty.

8.8 YOU ACCEPT RESPONSIBILITY TO VERIFY THAT THE PRODUCTS YOU ACQUIRE WILL MEET YOUR SPECIFIC REQUIREMENTS AND PERFORM AS WARRANTED. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, ISE DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. ISE DOES NOT WARRANT THAT PRODUCTS WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFICIENCIES, ERRORS, DEFECTS OR NONCONFORMITIES WILL BE CORRECTED. ISE HAS NO WARRANTY OBLIGATION FOR THIRD PARTY PRODUCTS.

8.9 **Exclusive Remedies.** Your rights and remedies set forth in this Agreement or a Contract are exclusive and in lieu of all other rights and remedies related to any Contract or Product.

8.10 **Third Party Products.** ISE provides no guarantee or warranty of any kind that Software provided by ISE will run on equipment purchased by you from another source. Also, future Software changes may impact the use of the Equipment and changes in hardware configuration may result in added software charges. You agree to pay for any time spent or materials purchased by ISE at your request for support and services for Third Party Products.

8.11 **Your Obligations.** You agree, in addition to all of your other obligations under this Agreement, to use and operate the Products strictly in accordance with the applicable manuals. You agree to provide ISE with full access to your facilities and the necessary equipment and documentation for ISE to perform its obligations under this Agreement, and with sufficient assistance and test time so that ISE is able to duplicate any problem reported, to determine the source of the problem, to address, as ISE deems appropriate, the problem and to report to you that the problem has been appropriately addressed. You are solely responsible for your data, information and programs stored on the Equipment or within the Products, including the making of timely and accurate back up copies.

9.0 LIMITATION OF LIABILITY.

9.1 ISE IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, FACILITIES, EQUIPMENT, REVENUE OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. ISE'S SOLE OBLIGATION UNDER THE ABOVE STATED WARRANTIES IS LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OR SOFTWARE. ISE NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCTS. ISE WILL NOT BE LIABLE FOR DIRECT DAMAGES CAUSED BY LATE DELIVERY, PRODUCT DEFECT, OR ANY OTHER CAUSE EXCEPT AS EXPRESSLY PROVIDED IN A CONTRACT. ISE HAS SET PRICES FOR ITS PRODUCTS BASED ON THE ALLOCATION OF RISKS SET OUT IN THIS AGREEMENT.

9.2 **Maximum Liability.** ISE's liability with respect to any Product will not exceed the amount that you paid ISE for that Product even if any term of this Agreement fails of its essential purpose.

9.3 **Personal Injury and Property Damage.** In no event will ISE be liable for personal injury, including death, or for direct damages for physical damage to tangible property, except to the extent caused by ISE's gross negligence or willful misconduct.

SECTION 10 SERVICES.

10.1 Equipment Warranty and Maintenance Services.

10.1.1 During the term of an Equipment warranty or Contract for Equipment maintenance Services, ISE will maintain the covered Equipment in accordance with this Section so that it complies with the warranties in Section 8.1. Unless otherwise stated, the initial term of a maintenance Contract is one year. ISE will continue to provide maintenance Service after the initial term unless ISE gives thirty (30) days written notice of termination. You may terminate a contract for Equipment maintenance Services at any time by providing thirty (30) days written notice. On termination under this Section, ISE will refund the unapplied portion of any advance payment.

10.1.2 ISE's Equipment warranty and maintenance Services include parts and labor during covered hours. ISE will charge separately for: (1) Supplies; Supplies includes all consumable goods used by the equipment and or system such as and not limited to, paper, ribbon, toners, belts, filters of any type, batteries, drums, plastics components of equipment, fans or other products that are consumed during normal use of the equipment. (2) service calls outside of the applicable scope of contracted Service or coverage hours; (3) service calls for Equipment that was in good operating condition at the time of the call; (4) use of specified types of Equipment above designated levels. ISE will also charge separately to repair Equipment which has failed due to: (5) an alteration to Equipment or Software or attachment not provided by ISE, approved by ISE in writing or compatible with ISE's standard interfaces; (6) your use of Supplies or Third Party Products that are defective or that do not meet ISE standards or specifications; (7) your negligence, misuse, or abuse; (8) any third party's negligent or intentional acts; or (9) fire, smoke, water, or acts of God. Replaced parts become or remain ISE's property. ISE will use at its discretion new, used or refurbished parts to repair equipment during any service incident, whether equipment is under warranty or under a Support Services Agreement.

10.1.3 At your expense, you must maintain the site of Equipment consistent with ISE's specifications, and you must provide safe working conditions and appropriate utility services for maintenance personnel. When Equipment is under warranty or an ISE maintenance Contract, or is loaned to you under Section 11.0, you may not allow anyone other than ISE to maintain it. Before accepting a maintenance Contract, ISE may inspect and refurbish at your expense Equipment that is not then under ISE maintenance or which anyone other than ISE has installed or serviced. You are responsible for operating your Equipment, for providing back-up Equipment and Services and for safeguarding all programs, data and funds.

10.1.4 If ISE provides Services for Third Party Products, ISE will maintain those products in good operating condition during the term of the Contract for those Services. ISE will not assume the manufacturer's warranty obligations or make modifications specified by the manufacturer unless otherwise agreed in writing.

10.2 Software Services.

10.2.1 During the term of a Software warranty or Contract for Software Services, ISE will: (1) provide telephone access to ISE support resources to assist in resolving Software problems; (2) notify you of available Software updates; and (3) distribute updates at your request. The initial term of a Contract for Software Services is one year unless otherwise stated. After the initial term, ISE will continue to provide Software Services until ISE gives thirty (30) days written notice of termination. You may terminate a Software Services Contract at any time by providing thirty (30) days advance written notice. On termination under this Section, ISE will refund the unapplied portion of any advance payment unless the advance payments are less than the number of incidents and expenses related to parts and labor that exceed the amount paid for coverage during the specified period.

10.2.2 ISE will provide Software Services for the most recent release and the prior release of covered

Software. Software Services for the prior release may not include updates or code level fixes. When you order Software Services, you must order the same level of service (to the extent available) for all interdependent Software operating on the same Equipment. If you have licensed multiple copies of the same Software, you must order Software Services for each copy used at the same location.

10.2.3 To permit ISE to provide Software Services, upon request you agree to assist in isolating Software problems. You also agree to provide modems and telephone lines for ISE to access your system remotely, to install and test all fixes and updates, and to perform other actions reasonably requested by ISE.

10.3 **Other Services.** This Agreement applies to other Services which ISE offers, including systems integration, installation, custom programming, training and time-and-materials Equipment and Software Services. Unless otherwise stated in a Contract, you are responsible for implementing and operating Products.

10.4 **Custom and Modified Software.** A Contract may require ISE to create custom Software or modify licensed Software for you. ISE will own the copyright in that custom Software or those modifications, and will retain a perpetual, royalty-free, worldwide, non-exclusive, transferable license to possess, copy, use, modify, disclose, distribute, and sublicense that custom Software or those modifications without restriction. ISE's ownership of the copyright in modifications to Software does not affect your obligations for the modified or unmodified portions of Software licensed from ISE.

10.5 **Specific Exclusions.** Any Service to be provided by ISE under this Agreement shall not include (among other things) the following: (1) performing Services in connection with the use of the Products in conjunction with other equipment or software (not specifically listed in the Investment Schedule attached to Agreement or in any other Contract), relocation of the Products, the rewiring or rerouting of cables, or the addition or removal of accessories, attachments, features, or other devices; (2) electrical work external to the Products; (3) maintenance of accessories, attachments, features, or other devices; (4) maintenance of Products from which the original identification marks have been removed or altered; (5) repair of damage resulting from: (i) accident, transportation, neglect, or misuse by you, your failure to provide the necessary facilities or specified operating supplies, or your failure to meet site specifications applicable to the Products; (ii) causes external to the Products such as, but not limited to, unusual physical stress, failure or fluctuation of electrical power, air conditioning or humidity control; or (iii) any cause other than ordinary use (e.g., accident, fire, lightning, water damage, negligence, misuse or repairs, alterations or modifications performed by persons not authorized by ISE); (6) furnishing expendable or consumable supplies, equipment or accessories or painting or refinishing the Products; (7) maintenance of the Products or portions thereof which you have modified, altered or repaired or portions of the Equipment or Products affected by such modifications, alterations or repairs which you have made; (8) reconditioning required when repair and parts replacement cannot keep the Products in operating condition; (9) back-up or restoration of your data, information or computer programs, whether or not used in conjunction with the Products; (10) except with respect to specific Software covered by this Agreement, any other

computer software shall not be the responsibility of ISE, except that ISE agrees to attempt to coordinate any material problems in such software with the manufacturer or distributor of the software to assist you to alleviate or minimize the problems, at your expense to be charged at ISE's standard rates then in effect, but ISE does not guaranty or warrant that ISE can resolve such problems; and (11) specific requests by you for maintenance or support outside the scope of this Agreement.

SECTION 11 PRODUCT EVALUATION.

ISE may loan Products to you for your evaluation. You and ISE will agree in advance on: (1) the length of the evaluation period; (2) prices if you elect to acquire the Products; (3) the post-evaluation warranty periods, if any; and (4) who will bear related costs of freight, installation/de-installation and maintenance. The evaluation period will begin when ISE delivers the Products to you. At the end of the evaluation period, you will make the Products available for return to ISE, or ISE will invoice you for the Products at the agreed prices. You agree not to move the Products to another location during the evaluation without ISE's consent. DURING YOUR EVALUATION, PRODUCTS ARE FURNISHED TO YOU "AS IS." IF YOU ARE DISSATISFIED WITH THEM FOR ANY REASON, YOUR EXCLUSIVE REMEDY WILL BE ISE'S REMOVAL OF THE PRODUCTS FROM YOUR SITE.

SECTION 12 DEFENSE OF INFRINGEMENT CLAIMS.

You will notify ISE immediately after you become aware of any claim or threatened claim of infringement involving Products. ISE will defend or forward to the appropriate manufacturer to defend at its expense any claim or suit brought against you alleging that any Product infringes a United States patent, copyright or trade secret and will pay all costs and damages finally awarded, if you give ISE (1) prompt written notice of the claim; (2) all requested information that you possess about the claim; (3) reasonable cooperation and assistance; and (4) sole authority to defend or settle the claim. In the defense or settlement of the claim, ISE may obtain for you the right to continue using the Product or replace or modify the Product so that it becomes non-infringing. If ISE is unable to reasonably secure those remedies, as a last resort ISE will refund the purchase price for infringing Equipment and refund one-time license fees for infringing Software. ISE will reduce any such refund on the same basis as you depreciated the infringing Product in your financial statements. If you do not depreciate it, the refund will be reduced on a 5-year straight-line basis. ISE is not obligated to indemnify you under this Section if the alleged infringement is based on the use of the Product with other products not furnished directly by ISE or if anyone other than ISE has modified the Product. This Section states ISE's entire liability for infringement of patents, copyrights, trade secrets, and other intellectual property rights.

SECTION 13 THIRD PARTY PRODUCTS.

ISE is not responsible for Third Party Products, even if ISE assisted in evaluating or selecting them. The failure of Third Party Products or their suppliers will not affect your obligations to ISE.

SECTION 14 TERMINATION.

14.1 **Voluntary Termination.** This Agreement will remain in effect until you or ISE terminate it on thirty (30) days advance written notice. Termination of this Agreement will not terminate any existing Contract.

14.2 **Bankruptcy.** You or ISE may terminate any current Contracts if the other party files for protection under the bankruptcy laws or makes an assignment for the benefit of creditors, or if a trustee or similar officer is appointed for the other party or its assets.

14.3 **Payment Default.** If you do not cure a payment default on three (3) days' written notice, ISE may repossess the applicable Products without waiving ISE's right to payment.

SECTION 15 ARBITRATION.

15.1 "Dispute" means any controversy or claim between you and ISE. It includes controversies or claims that are related directly or indirectly to this Agreement, any Contract or any Product, whether based on contract, statute, tort, fraud, fraudulent inducement, misrepresentation, or other legal or equitable theory, whenever brought, between you and ISE or any of ISE's or your employees or agents.

15.2 Consent To Arbitration, Jurisdiction And Venue; Waiver of Jury Trial.

You and ISE hereby agree and consent to arbitrate any and all Disputes with an arbitrator of the American Arbitration Association ("AAA") in Dade County, Florida. For purposes of such arbitrations, AAA's then prevailing rules and procedures will apply. However, the parties will have the right to discovery under the Florida Rules of Civil Procedure. For any purposes not governed by arbitration, if any: (i) the parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement, in the United States District Court for the Southern District of Florida, or in the Circuit Court in and for Dade County, Florida; (ii) the parties agree that any action arising under this Agreement or out of the relationship established by this Agreement shall be brought only and exclusively in the United States District Court for the Southern District of Florida, or in the Circuit Court in and for Dade County, Florida; and (iii) the parties hereby agree that any controversy which may arise under this Agreement or out of the relationship established by this Agreement would involve complicated and difficult factual and legal issues, and that, therefore, any action brought by either party against the other, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury. **YOU AND ISE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY AND INSTEAD AGREE TO ARBITRATION (OR DETERMINATION BY A JUDGE WITHOUT A JURY, IF APPLICABLE) AS SET FORTH ABOVE IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER DOCUMENTS OR INSTRUMENTS HERETOFORE OR HEREAFTER EXECUTED OR DELIVERED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR IN RELATION TO THE RELATIONSHIP ESTABLISHED HEREUNDER, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ISE ENTERING INTO THIS AGREEMENT.**

15.3 **Court Proceedings.** Except as permitted in this Section, neither party may bring a case in court. If ISE or you disregards this restriction, files a court case and fails to dismiss it promptly upon being notified of this provision, that party will pay the other party's costs and expenses, including attorney's fees, incurred after the notice in defending the court case. ISE retains the right to obtain an injunction in court to prevent your misuse of any intellectual properties.

15.4 **One Year Limitation.** Neither you nor ISE may bring a claim or action arising out of or related to this Agreement, including any claim of fraud or misrepresentation, more than one (1) year after the cause of action accrues.

15.5 **Substitute Products.** Your acceptance of refunds or substitute Products under this Agreement waives all claims relating to the non-performing Products involved.

SECTION 16 GENERAL.

16.1 **Effective Date, Modification, Non-Waiver and Assignment.** This Agreement applies to all Products that ISE provides to you directly or through a leasing company. The Investment Schedule of this Agreement specifies the effective date. If the date is left blank, the date ISE signs this Agreement or first provides Products to you is the effective date. This Agreement and any Contract entered into under this Agreement constitute the entire agreements between the parties relating to the sale of the Products described herein and supersedes all previous communications, representations, or agreements either oral or written with respect to the subject matter hereof. No representations or statements of any kind made by any representative of ISE, which are not stated herein, shall be binding on ISE. No modification of this Agreement or any Contract will be effective unless it is in writing and signed by authorized representatives of both you and ISE. Failure to enforce any Contract term is not a waiver of future enforcement of that or any other term. You may not assign this Agreement, a Contract, or your rights or obligations under them without the express written consent of ISE. ISE may assign this Agreement or a Contract and may use subcontractors to fulfill its obligations.

16.2 **Supplements.** ISE may from time to time communicate to you policies and procedures that supplement this Agreement.

16.3 **Notices.** Each party to this Agreement will send notices to other at the address on the Investment Schedule, or such other address as may be specified in a subsequent notice from either party to the other. Any notice provide pursuant to this Agreement shall be in writing and shall be deemed given: (i) if by hand delivery, upon receipt thereof; or (ii) if mailed, three (3) days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested.

16.4 **Geographic Scope.** This Agreement applies only to Products in the State of Florida and does not obligate ISE to provide Products, including warranty or maintenance Services, outside the State of Florida. You may not export Products outside the State of Florida without advance written approval from ISE.

16.5 **Force Majeure.** Neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire, or other causes beyond its reasonable control, except for your obligation to make payments.

16.6 **Choice of Law.** Florida law governs this Agreement, except as stated in Section 15.3.

16.7 **Disclosure.** You will not disclose the proprietary and confidential information (“Information”), including trade secrets, if any, provided by ISE to Customer directly or indirectly in connection with the services provided by ISE. You will take all necessary and prudent precautions to prevent such disclosure of any such Information. In the event of the loss of any item containing such Information, you will promptly notify ISE in writing of such loss, describing the nature and the extent of the loss with as much specificity as possible.

THIS AGREEMENT TOGETHER WITH THE INVESTMENT SCHEDULE AND ANY SUBSEQUENT CONTRACTS UNDER THIS AGREEMENT SETS FORTH THE ENTIRE AGREEMENT WITH RESPECT TO YOUR ACQUISITION OF PRODUCTS AND SERVICES FROM ISE.

CONTACTING ISE CORPORATION:

You may contact us 24 hours a day, any day of the year, by calling (305) 477-5617 or by writing to:

ISE CORPORATION
c/o Administration
8925 NW 26th Street
Miami, Florida 33172

You can also visit our website at www.ise-corp.com

THANK YOU FOR CHOOSING ISE CORPORATION.