

Terms and Conditions

1. Agreement.

1.1 Agreement. These Terms and Conditions ("Terms") have been incorporated by reference into a sales quotation, sales confirmation, sales order, contract, agreement or other written instrument issued or signed by an authorized employee of Advanced OPS International or X-Ray Technical Services (each "Advanced OPS International or X-Ray Technical Services Sale Document") regarding the sale of products ("Products") and provision of related services ("Services"). These Terms and the Advanced OPS International or X-Ray Technical Services Sale Document issued by Advanced OPS International or X-Ray Technical Services to Buyer shall be collectively referred to herein as the "Agreement."

1.2 Entire Agreement. The Agreement, including any attachments, exhibits or other written documents that are explicitly incorporated by reference by the text of the Agreement, constitutes the entire agreement between Advanced OPS International or X-Ray Technical Services and Buyer regarding the subject matter of the Agreement and may not be modified except in a writing signed by a duly authorized employee of Advanced OPS International or X-Ray Technical Services and Buyer.

1.3 Buyer Documents. Advanced OPS International or X-Ray Technical Services shall not be bound by the terms and conditions of any purchase order, order confirmation, acceptance or other instrument issued by Buyer (collectively, "Buyer Document"), unless such Buyer Document is counter-signed by an authorized employee of Advanced OPS International or X-Ray Technical Services. Advanced OPS International or X-Ray Technical Services' performance under the Agreement shall not, under any circumstances, be deemed Advanced OPS International or X-Ray Technical Services' acceptance of any of the terms and conditions contained in a Buyer Document. If Buyer issues a Buyer Document to procure the Products and Services described in an Advanced OPS International or X-Ray Technical Services Sale Document, then such issuance shall be deemed to constitute Buyer's acceptance of the terms and conditions of this Agreement, but all other terms and conditions contained in the Buyer Document shall be of no force or effect and shall not be deemed to supersede, replace, modify, augment, enhance, delete, remove, amend or otherwise alter any of the terms and conditions of this Agreement. Acceptance of or payment for any of the Products or Services shall also be deemed to constitute Buyer's acceptance of all of the terms and conditions of this Agreement.

1.4 Precedence. In the event of any conflict between the terms of an Advanced OPS International or X-Ray Technical Services Sale Document and these Terms, the terms and conditions of the Advanced OPS International or X-Ray Technical Services Sale Document shall take precedence.

2. Products and Services. Buyer agrees to purchase from Advanced OPS International or X-Ray Technical Services and Advanced OPS International or X-Ray Technical Services agrees to sell the Products to Buyer and to perform the Services for Buyer, in accordance with the terms and conditions of this Agreement.

3. Purchase Price.

3.1 Prices for Products and Services. The prices for Products and Services covered by these Terms are those prices set forth in the Advanced OPS International or X-Ray Technical Services Sale Documentation or, if there are no prices contained therein, then the prices shall be as set forth on Advanced OPS International or X-Ray Technical Services' then-current applicable standard price list applicable to Buyer under Advanced OPS International or X-Ray Technical Services' sales policies.

3.2 Prices for Additional Services. If Advanced OPS International or X-Ray Technical Services agrees to perform any services not covered by the Services ("Additional Services"), such Additional Services shall be billable at Advanced OPS International or X-Ray Technical Services' then-current time and materials rate in effect for the region in which the Services are performed. Additional Services include, but are not limited to, performance of Services outside of Advanced OPS International or X-Ray Technical Services' regularly-scheduled business hours and performance of any services excluded under Section 10.2.

4. Terms of Payment.

4.1 Payments. All payments are due and payable in full by Buyer immediately upon Buyer's receipt of the invoice, but no later than 30 days from the date of Advanced OPS International or X-Ray Technical Services' invoice. Buyer shall deliver payments to the

address or bank account specified in Advanced OPS International or X-Ray Technical Services' invoice.

4.2 Currency. Buyer shall pay all amounts due in U.S. dollars, unless otherwise provided in the applicable Advanced OPS International or X-Ray Technical Services Sale Document.

4.3 Taxes. Buyer shall promptly pay the amount of any sales, use, VAT, duties, excise or other similar tax (and all interest and penalties) applicable to the sale, installation, importation, transportation or use of the Products and performance of the Services hereunder (other than amounts due on Advanced OPS International or X-Ray Technical Services' net income from such sale or use).

4.4 Late Payment. All amounts past due shall incur a late payment charge that shall accrue at a rate of 1.5% per month or the highest rate permitted by applicable law, whichever is less, calculated from the date due until such amount is paid.

4.5 Buyer's Credit. Advanced OPS International or X-Ray Technical Services' performance under this Agreement shall at all times be subject to Advanced OPS International or X-Ray Technical Services' approval of Buyer's credit. Advanced OPS International or X-Ray Technical Services shall be permitted to terminate this Agreement, in whole or in part, or to suspend deliveries (required by the terms of the Agreement or under any other agreement between Advanced OPS International or X-Ray Technical Services and Buyer) and to suspend the performance of services (including the Services, warranty services or otherwise, and whether required by the terms of this Agreement or under any other agreement between Advanced OPS International or X-Ray Technical Services and Buyer) and shall be permitted to impose such other terms and conditions or security arrangements as Advanced OPS International or X-Ray Technical Services, in its sole discretion, deems appropriate to ensure full payment by Buyer for the Products and Services.

4.6 Security Interest. Buyer hereby grants to Advanced OPS International or X-Ray Technical Services a purchase money security interest in all Products, and in any proceeds thereof, including insurance proceeds, to secure payment of all amounts due under this Agreement until such amounts are paid in full. Buyer shall not, without Advanced OPS International or X-Ray Technical Services' prior written consent, relocate, sell, lease, or create additional liens other than the security interest described herein over the Products until Buyer has paid for all such Products in full. If Buyer defaults under any obligation arising under or in connection with this Agreement, Advanced OPS International or X-Ray Technical Services may pursue all remedies of a secured creditor provided under the Uniform Commercial Code or other applicable law. Buyer agrees that Advanced OPS International or X-Ray Technical Services is entitled to file such financing statements and amendments thereto as Advanced OPS International or X-Ray Technical Services deems necessary to protect its interest in the Products and to effectuate the purposes of this Section 4. If Buyer defaults on any obligation arising under or related to this Agreement, Buyer shall make all Products available so that Advanced OPS International or X-Ray Technical Services may repossess them promptly and without a breach of the peace. Upon Advanced OPS International or X-Ray Technical Services' request, Buyer covenants that it shall execute any and all documents requested by Advanced OPS International or X-Ray Technical Services to perfect Advanced OPS International or X-Ray Technical Services' security interest in any or all of the Products.

4.7 Notice of Payment Dispute. If Buyer intends to dispute any amount due under or related to this Agreement, Buyer must notify Advanced OPS International or X-Ray Technical Services in writing within 30 days of the date such payment is originally due. Buyer waives its right to dispute such amounts or to bring or participate in any legal action involving a dispute of such amounts if not reported within such period.

5. Delivery and Acceptance.

5.1 Title and Risk of Loss. Unless otherwise provided in the applicable Advanced OPS International or X-Ray Technical Services Sale Document, all Products shall be delivered Ex Works Advanced OPS International or X-Ray Technical Services' manufacturing location (Incoterms 2000). Title and risk of loss or damage to Products therefore pass to Buyer at such location.

5.2 Dates. Advanced OPS International or X-Ray Technical Services' delivery and performance dates are estimates only. Advanced OPS International or X-Ray Technical Services will use commercially reasonable efforts to deliver in accordance with the delivery or performance dates specified in the Advanced OPS International or X-Ray Technical Services Sale Document, but may change those dates as it deems necessary. Advanced OPS International or X-Ray Technical Services shall not be liable for failure to deliver or perform by such dates.

5.3 **Shipping.** All Products shall be shipped to the "Ship to" address designated in the Advanced OPS International or X-Ray Technical Services Sale Document. In the absence of any specific routing instructions, Advanced OPS International or X-Ray Technical Services reserves the right to select the common carrier and method of shipment.

5.4 **No Cancellations.** Buyer may not cancel, delay, reschedule or otherwise vary any delivery of Products or Services without Advanced OPS International or X-Ray Technical Services' written consent.

5.5 **Acceptance.** All Products and Services shall be deemed accepted by Buyer upon delivery, in the case of Products, or upon performance, in the case of Services.

6. **Testing and Installation.** If testing (e.g., factory acceptance testing, site acceptance testing) is included in an Advanced OPS International or X-Ray Technical Services Sale Document, Advanced OPS International or X-Ray Technical Services shall perform such testing and installation in accordance with Advanced OPS International or X-Ray Technical Services' standard testing and installation procedures for the Products in effect on the date of testing/installation.

7. **Excusable Delay.** Advanced OPS International or X-Ray Technical Services shall not be responsible for any delay or non-performance of its obligations hereunder to the extent and for such periods of time as such delay or non-performance, defective performance or late performance is due to causes beyond its control. Excusable delays include, but are not limited to, acts of God, war, acts of any government in either its sovereign or contractual capacity, fire, explosions, sabotage, the elements, epidemics, quarantine restrictions, strikes, lockout, embargoes, severe weather, delays in transportation, airline schedule, fuel shortages, or delays of suppliers or subcontractors.

8. **Software License.** Advanced OPS International or X-Ray Technical Services grants to Buyer a license to use the software that has been installed by Advanced OPS International or X-Ray Technical Services on the Products ("Software"), together with new versions or updates to such Software made available by Advanced OPS International or X-Ray Technical Services to Buyer, in object code form only and subject to the terms of the Software License Agreement attached hereto as Exhibit A and incorporated herein by reference.

9. **Confidentiality.**

9.1 **Confidential Information.** By virtue of this Agreement, the parties may have access to information that is confidential to the other ("Confidential Information"). Confidential Information will be limited to the Software, the terms and pricing under this Agreement (unless disclosed in accordance with Section 16.4) and all information clearly identified in writing as confidential. A party's Confidential Information shall not be deemed to include information that: (i) is or becomes generally known to the public through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure or (iv) is independently developed by the other party without use of or reference to the disclosing party's Confidential Information.

9.2 **Restrictions on Disclosure and Use.** Each party agrees to hold the other party's Confidential Information in strict confidence. Each party agrees, unless required by law, not to make the other party's Confidential Information available in any form to any third party for any purpose except to the extent necessary to exercise its rights under this Agreement, and to treat Confidential Information of the other party with the same degree of care with which it would treat its own confidential information of a like nature, and in no case with less than a reasonable degree of care. Each party agrees not to use the other party's Confidential Information for any purpose other than the performance of the Agreement. Each party agrees to limit the disclosure of Confidential Information to those of its employees and agents who have a need to know such Confidential Information, and each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement. It will not be a breach of this Section if Confidential Information is disclosed pursuant to subpoena or other compulsory judicial or administrative process, provided the party served with such process promptly notifies the other party and provides reasonable assistance so that the other party may seek a protective order against public disclosure.

9.3 **Other Confidentiality Agreements.** If Advanced OPS International or X-Ray Technical Services and Buyer have entered into a separate agreement designed to protect the confidential information of either party transmitted in connection with the transactions described in a Advanced OPS International or X-Ray Technical Services Sale

Document, then the terms of this Section 9 shall not be deemed to supersede, replace, modify, augment, enhance, delete, remove, amend or otherwise alter any of the terms and conditions of such separate agreement, which agreement shall remain in full force and effect.

10. **Warranty.**

10.1 **Warranty Terms.** Advanced OPS International or X-Ray Technical Services warrants to Buyer (and to no other party) that that the Products shall conform substantially to Advanced OPS International or X-Ray Technical Services' then-current applicable specifications for the Products. The warranty period expires on the one-year anniversary of delivery of the Product. Supplies, accessories and service parts, including used Products, shall be free from defects in material and workmanship for a period of 90 days from delivery. Defects in a repaired or replaced Product or part shall be covered to the extent of the unexpired term of the applicable warranty period.

10.2 **Limitations.** The warranty set forth above shall not apply if (i) Advanced OPS International or X-Ray Technical Services is unable to reproduce the defect or error reported by Buyer; (ii) Buyer has failed to use the Product in accordance with Advanced OPS International or X-Ray Technical Services' manuals, instructions and/or other procedures that Advanced OPS International or X-Ray Technical Services has made available to Buyer or that it makes available to purchasers of the Product generally; (iii) Buyer has failed to timely report a defect or error in accordance with the procedures established by Advanced OPS International or X-Ray Technical Services to identify and report such problems to Advanced OPS International or X-Ray Technical Services' Customer Service Department; (iv) a Product has been moved, without Advanced OPS International or X-Ray Technical Services' written consent, from its original installation location; (v) the area in which the Product is located is not, in Advanced OPS International or X-Ray Technical Services' opinion, a safe and clean operating environment; (vi) Advanced OPS International or X-Ray Technical Services is not granted prompt access to the Product upon arrival of Advanced OPS International or X-Ray Technical Services' service engineer; (vii) the Product has been modified without Advanced OPS International or X-Ray Technical Services' prior written consent (e.g., by a technician that is not, at the time of such modification, certified by Advanced OPS International or X-Ray Technical Services' Customer Service Department to perform such work); (viii) the Product has been damaged by neglect, misuse, mishandling, failure of electrical power, user error, liquids, or as a result of any other cause external to Product; (ix) Buyer has failed to timely pay, in whole or in part, any invoice issued by Advanced OPS International or X-Ray Technical Services; or (x) Buyer is in breach of the Agreement or any other agreement between Buyer and Advanced OPS International or X-Ray Technical Services (this statement shall not be construed to limit any other rights or remedies available to Advanced OPS International or X-Ray Technical Services for any such breach).

10.3 **Exclusive Remedies.** Buyer must report to Advanced OPS International or X-Ray Technical Services in writing any breach of the warranties contained in this Section 10 during the relevant warranty period. With respect to Products installed in the United States and Canada, Buyer's sole and exclusive remedies, and Advanced OPS International or X-Ray Technical Services' entire liability, shall be to correct the error or defect that caused the breach of warranty or, if Advanced OPS International or X-Ray Technical Services is unable to make the Product operate as warranted, the replacement of the defective Product or return of the purchase price (at Advanced OPS International or X-Ray Technical Services' election). With respect to Products installed outside of the United States and Canada, Buyer's sole and exclusive remedies, and Advanced OPS International or X-Ray Technical Services' entire liability, shall be to provide Buyer with replacement parts to the extent such replacement parts are required by an Advanced OPS International or X-Ray Technical Services-certified service technician to correct the error or defect or, if Advanced OPS International or X-Ray Technical Services is unable to provide such replacement parts, the replacement of the defective Product or return of the purchase price (at Advanced OPS International or X-Ray Technical Services' election). Therefore, with respect to Products installed outside of the United States and Canada, Buyer shall be responsible for obtaining the services of an Advanced OPS International or X-Ray Technical Services-certified technician to remove defective parts, install replacement parts, and perform all other related warranty service work. If any service is performed or attempted by an individual that is not, at the time that service is performed, certified by Advanced OPS International or X-Ray Technical Services' Customer Service Department to perform such work, then Advanced OPS International or X-Ray Technical Services shall no longer have any further warranty obligations with respect to such Product (see Section 10.2 (vii)). Buyer acknowledges and agrees that Advanced OPS International or X-Ray Technical Services-certified service technicians that are not, at the time

of the performance of service, the employees of Advanced OPS International or X-Ray Technical Services, are not the agents or partners of Advanced OPS International or X-Ray Technical Services. Such service technicians (including their employers) have no right or authority, express or implied, to assume or create any obligation of any kind on behalf of Advanced OPS International or X-Ray Technical Services, to make any representation or warranty on behalf of Advanced OPS International or X-Ray Technical Services or to bind Advanced OPS International or X-Ray Technical Services in any respect whatsoever. If any dispute of any kind (whether based in contract, tort or otherwise) arises between Buyer and such service technician (or between Buyer and the employer of such service technician), Buyer acknowledges and agrees that it shall look exclusively to such service technician (and the employer of such service technician, if appropriate) for all remedies to such dispute and shall have no right to pursue Advanced OPS International or X-Ray Technical Services in connection with such dispute.

10.4 Disclaimer. EXCEPT AS SET FORTH IN THIS SECTION 10, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED OPS INTERNATIONAL OR X-RAY TECHNICAL SERVICES DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE. ADVANCED OPS INTERNATIONAL OR X-RAY TECHNICAL SERVICES DOES NOT ASSUME OR AUTHORIZE ANY OTHER TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE PRODUCTS OR SERVICES, INCLUDING LIABILITY ARISING OUT OF PRODUCT TESTING, DELIVERY, INSTALLATION, SERVICE OR USE. ADVANCED OPS INTERNATIONAL OR X-RAY TECHNICAL SERVICES DOES NOT EXTEND THE WARRANTY CONTAINED IN THIS SECTION 10, AND BUYER MAY NOT TRANSFER IT TO, ANY PARTY OTHER THAN BUYER.

11. Limitation of Liability. ADVANCED OPS INTERNATIONAL OR X-RAY TECHNICAL SERVICES' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL PRICE ACTUALLY PAID BY BUYER FOR THE PRODUCTS COVERED BY THE AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 AND IN THE OTHER PROVISIONS OF THE AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH ADVANCED OPS INTERNATIONAL OR X-RAY TECHNICAL SERVICES WOULD NOT HAVE ENTERED INTO THE AGREEMENT. ADVANCED OPS INTERNATIONAL OR X-RAY TECHNICAL SERVICES' PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

12. No Indirect or Consequential Damages. ADVANCED OPS INTERNATIONAL OR X-RAY TECHNICAL SERVICES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY BUYER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ADVANCED OPS INTERNATIONAL OR X-RAY TECHNICAL SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE

13. Reciprocal Waiver of Claims. As the Products and Services may be deployed in defense against or to assist in the detection of an Act of Terrorism (as such term is defined under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002) before it occurs, Advanced OPS International or X-Ray Technical Services and Buyer each agree to waive all claims against the other (including those of or against their officers, directors, employees, subsidiaries, affiliates, agents, subcontractors or other representatives) for losses, including business operation losses, resulting from or related to such Act of Terrorism.

14. Indemnification and Hold Harmless. Buyer agrees to indemnify and hold harmless Advanced OPS International and X-Ray Technical Services, its agents, officers, directors, employees, and distributors. Buyer, understanding the risk that exposure to electric shock results in strong muscle contractions, physical exertion and stress and involves the risk of serious physical injury or death, shall defend Advanced OPS International or X-Ray Technical Services at Buyer's cost and expense, and will indemnify and hold harmless Advanced OPS International or X-

Ray Technical Services, from and against any and all claims, losses, costs, damages, fees, or expenses, whether direct or third party, arising out of or in connection with the manufacture, design, commercialization, use, misuse, marketing or sale of any product or products purchased from Advanced OPS International or X-Ray Technical Services, including, but not limited to, any actual or alleged injury, damage, death, or other consequence occurring to any legal or natural person or property, as a result, directly or indirectly, of the possession, use or misuse of any product, claimed by reason of breach of warranty, negligence, product defect, assault, battery, intentional infliction of emotional distress, false imprisonment, wrongful death, reckless endangerment, or other similar cause of action, regardless of the form in which any such claim is made. In the event of any such claim against Advanced OPS International or X-Ray Technical Services, Advanced OPS International or X-Ray Technical Services shall promptly notify the Buyer in writing of the claim and the Buyer shall manage and control, at its sole expense, the defense of the claim and its settlement. Advanced OPS International or X-Ray Technical Services shall cooperate with Buyer and may, at its option and expense, be represented in any such action or proceeding.

15. Training. Buyer agrees to receive training provided by Advanced OPS International for any and all purchases of "less lethal" or REACT products within 30 days of delivery of products to the Buyer.

16. Miscellaneous Provisions.

16.1 Remedies. The remedies described in various sections of the Agreement shall not be deemed the exclusive remedies available to Advanced OPS International or X-Ray Technical Services and Advanced OPS International or X-Ray Technical Services shall, in addition to all such remedies, also be entitled to all other remedies available to it under law, in equity and as specified elsewhere in the Agreement.

16.2 Proprietary Rights. Advanced OPS International or X-Ray Technical Services retains all rights, title and interest in and to the Intellectual Property Rights in the Products and any derivative works thereof. Buyer does not acquire any other rights, express or implied, in the Products. Buyer will acquire no rights in Advanced OPS International or X-Ray Technical Services Confidential Information (as defined in Section 9.1) which may be included in any derivative work unless expressly agreed otherwise. "Intellectual Property Rights" means patent, copyright, trademark, trade secret and any other intellectual property rights.

16.3 Relationship Between the Parties. Each of Advanced OPS International or X-Ray Technical Services and Buyer is an independent contractor and neither party's personnel are employees or agents of the other party. The Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

16.4 Marketing Rights. Advanced OPS International or X-Ray Technical Services shall have an unfettered right to issue a press release regarding the sale of Products and provision of Services covered by this Agreement, including disclosing the purchase price, the Products and Services covered, Buyer's name and location, and any other information deemed appropriate in Advanced OPS International or X-Ray Technical Services' discretion. Such disclosure, if made by Advanced OPS International or X-Ray Technical Services, shall not be deemed a breach of Section 9. Buyer also consents to the use of its name, the location of the Products, the dates on which Products were installed, images of the Products at such location(s) and any other information that Advanced OPS International or X-Ray Technical Services deems desirable for the purposes of marketing the Products to other customers and potential customers (collectively, "Information"). Buyer's acknowledges and agrees that Advanced OPS International or X-Ray Technical Services' use of the Information is unrestricted and therefore may be published for any purpose whatsoever and in any media and in manner throughout the world, including, without limitation, reproduction, distribution, modification and public performance and display of any works that incorporate the Information, including on Internet websites, on television, on radio, in data sheets, pamphlets, and brochures.

16.5 No Buyer Press Release. Buyer shall issue no press release or other public statement of any kind regarding the Products, Services or terms of this Agreement without Advanced OPS International or X-Ray Technical Services' express written consent.

16.6 **Construction, Waiver.** If for any reason a court or arbiter of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

16.7 **Notice.** Any notice, request, demand or other communication required or permitted hereunder will be in writing and will be deemed to be properly given upon the earlier of (i) actual receipt by the addressee, (ii) five business days after deposit in the mail, postage prepaid, when mailed by registered or certified airmail, return receipt requested or (iii) two business days after being sent via internationally-recognized private industry courier (e.g., FedEx, UPS) to the respective parties at the addresses indicated in the Advanced OPS International or X-Ray Technical Services Sale Document, (ATTN: President) or to such other person or address as the parties may from time to time designate in a writing delivered pursuant to this Section.

16.8 **No Assignment.** Buyer may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under the Agreement without the prior written consent of Advanced OPS International or X-Ray Technical Services. Any purported assignment, transfer, delegation or other disposition by Buyer will be null and void. Subject to the foregoing, the Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

16.9 **No Third Party Beneficiaries.** It is not the intention of the parties to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed to confer upon any third party other than the parties hereto a right of action under this Agreement or in any manner whatsoever.

16.10 **Severability and Waiver.** In the event that any provision of this Agreement (or any portion hereof) is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such provision (or portion thereof) will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from the Agreement, while the remainder of the Agreement will continue in full force and remain in effect according to its stated terms and conditions. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

16.11 **Permits and Licenses.** Buyer shall be required to obtain and maintain all registrations, licenses, permits and/or approvals from relevant authorities, as may be necessary to store and operate the Products purchased by Buyer.

16.12 **Governing Law.** The Agreement shall be construed in accordance with and governed by the internal laws of the State of Georgia, U.S.A., without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Georgia to the rights and duties of the parties. The Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

16.13 **Venue.** Except for matters of injunctive relief, for which either party may initiate proceedings in any court of competent jurisdiction, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be finally and exclusively determined by binding arbitration. The number of arbitrators shall be one. The place of the arbitration shall be Bartow County, Georgia. If Buyer is headquartered in the United States, the arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. If Buyer is headquartered outside of the United States, the arbitration shall be administered by the International Centre for Dispute Resolution in accordance with its International Rules. Judgment on the award rendered by the arbitration proceeding may be entered in any court of competent jurisdiction.

16.14 **Costs of Collection and Other Legal Fees.** If Advanced OPS International or X-Ray Technical Services uses a collection agency to collect money owed by Buyer, Buyer agrees to pay the reasonable costs of collection. These costs include, but are not limited to, collection agency's fees, attorneys' fees, and arbitration or court costs. If any other legal action including, without limitation, an action for arbitration or injunctive relief, is brought relating to the Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a voluntary dismissal by the party instituting the action, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and attorneys' fees paid or incurred.

16.15 **Export Administration.** Buyer acknowledges and agrees that the Agreement, including the delivery and installation of the Products, may be subject to approval by export authorities in the United States having jurisdiction over the export of the Products (or components of the Products). Advanced OPS International or X-Ray Technical Services shall have the right to terminate the Agreement, in whole or in part, and without liability, should Advanced OPS International or X-Ray Technical Services not obtain in a timely way all required export licenses and approvals necessary to export the Products. Buyer agrees to comply fully with all relevant export laws and regulations. Without limiting the generality of the foregoing, Buyer expressly agrees not to, and not to allow others to, export, direct or transfer Products to any destination, person or entity restricted or prohibited by the U.S. or other applicable export laws.

16.16 **Construction.** The Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

16.17 **Counterparts.** The Agreement may be executed in counterparts, including by way of facsimile or other electronic signature.

End of Terms and Conditions

Exhibit A
Software License Agreement

1. **Subject-matter of the Software License.** This Software License Agreement is entered into by and between Advanced OPS International or X-Ray Technical Services Systems, Inc. ("Licensor") and the Buyer ("Licensee") and governs the use of the software purchased by Licensee, which may include in whole or in part Licensor's software products, together with new versions or updates of such software made generally available to other licensees of such software free of charge, if any (the "Software").

2. **Software License Grant.**

2.1 Licensor hereby grants to Licensee during the term of this Software License Agreement a perpetual, non-exclusive license to use (i) the Software, in object code form only and only in accordance with the terms of this Software License Agreement and (ii) manuals and other documentation related to the Software (the "Documentation"). Licensee has no right to sublicense the Software. This license is non-transferable except as appurtenant to transfer of the related equipment.

2.2 Licensee is entitled to use the Software only on a single computer or terminal at any one time and, if necessary for use on such computers or terminals, to modify the Software or merge it into another program, all portions of the program continuing to be subject to this Software License Agreement in full. Licensor shall not be held liable for any damages resulting directly or indirectly from a modification or merger of the Software by Licensee, even if such modification or merger was approved by Licensor.

2.3 This Agreement grants to Licensee no rights other than those expressly set out in this Agreement and, consequently, all other activities related to the Software are prohibited. Such prohibited activities include but are not limited to (i) the deleting, adding to, translation, reverse compiling, reverse assembling or other reverse engineering performed in an attempt to derive source code of the Software, (ii) copying or transferring the Software or any part thereof, or any copy or merged portion thereof, in whole or in part, except as expressly permitted by applicable law and except (in the case of Software that is a tool for the development of application software) as occurs in the course of using the Software in accordance with its documentation, and (iii) the renting or leasing of the Software to another party. When information regarding the internal structure of the Software is necessary in order to obtain interoperability of the Software with other software programs, Licensee shall immediately contact Licensor.

3. **Software License Limitations and Conditions.**

3.1 Licensee hereby expressly acknowledges that Licensor and its software suppliers own throughout the world all right, title and interest in the Software, any copies thereof and all intellectual property rights contained or embodied therein including the ownership to any modifications or translations of the Software and that such ownership or rights shall not be transferred to Licensee.

3.2 With respect to any software of third party suppliers contained or to be contained in the Software ("Third Party Software"), Licensee acknowledges the ownership of Licensor's suppliers hereunder and that Licensor's suppliers are direct and intended third party beneficiaries of this Software License Agreement with rights solely against Licensee, including (without limitation), on reasonable prior notice to and consent of Licensor, the right to directly enforce and/or terminate Licensee's license to use the Third Party Software. Further, Licensee acknowledges that Licensor's suppliers have no liability or obligations to Licensee arising out of or in connection with this Software License Agreement. Licensee agrees to execute any such amendments to this Software License Agreement as may be required from time to time in order to comply with terms and conditions of any Third Party Software suppliers.

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