

DIGIMETRICS STANDARD TERMS AND CONDITIONS

The terms of any sale for all Digimetrics (a business unit of DCA) products are as follows:

(1) PRODUCT: The Product listed on this Quotation/Invoice includes a non-exclusive license for a single copy of the software to be installed and run on a single computer system.

(2) PRICE, PAYMENT AND TITLE: Unless otherwise specifically stated on this Quotation/Invoice, the price for the Product delivered to BUYER, excluding any taxes, duties or customs fees shall be paid within 30 days of delivery. Payments are to be made in US funds drawn on a US bank. Banking fees associated with this invoice are the responsibility of the BUYER. Any unpaid amounts after 30 days of delivery shall accrue interest at the rate of 18% per annum. Title to the Product remains in DIGIMETRICS until the invoice is paid in full, at which time title shall automatically pass to BUYER.

(3) DELIVERY TIME: All deliveries are quoted from receipt and acceptance of written purchase order and with clarification of all technical and commercial details. All system deliveries are subject to prior sale.

(4) SOFTWARE UPDATES: DIGIMETRICS provides updates at no charge for the first 30 days after receipt of the order or until delivery acceptance by the BUYER, whichever is later (not to exceed 60 days). BUYER must purchase SelectCare warranty to continue to receive updates past this period of time.

(5) LIMITATIONS OF LIABILITY: 1)BUYER agrees that DIGIMETRICS' liability and BUYER's sole and exclusive maximum remedy pursuant to any claim of any kind, including but not limited to a claim in negligence or strict liability, against DIGIMETRICS, shall be the fund of payments (without interest thereon) made by BUYER with respect to the defective products. 2) Under no circumstances shall DIGIMETRICS or any affiliate of DIGIMETRICS have any liability whatsoever for incidental or consequential damages, such as, but not limited to loss of profit or revenue; loss of use of the Product or any part, thereof; cost of capital; cost of replacement equipment, or claims resulting from contracts between BUYER, its customers and/or suppliers. 3) BUYER assumes all risk and liability arising from, growing out of or connected with the operation and/or use of any and all of the equipment purchased from DIGIMETRICS and BUYER shall be deemed exclusively responsible for the proper and safe operation of said equipment being acquired from DIGIMETRICS within normal range of specifications of operation for which said equipment has been designed and sold by DIGIMETRICS. 4) EXCEPT FOR THAT WHICH IS EXPRESSLY UNDERTAKEN BY DIGIMETRICS AS SET FORTH HEREIN, DIGIMETRICS DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT (BOTH HARDWARE AND SOFTWARE) INCLUDING ITS CONDITION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. DIGIMETRICS further disclaims any and all promises, representations, and warranties, expressed or implied, with respect to the nature and quality of any other performance by DIGIMETRICS hereunder.

(6) FORCE MAJEURE: DIGIMETRICS is not responsible for any delay or failure in its performance resulting from acts or omissions beyond its control including but not limited to delays or failures in shipment, transportation or delivery due to or arising from shortages of raw materials, fires, strikes, lockout, labor troubles of any kind, floods, droughts, severe weather, earthquakes, civil commotion, accidents, acts of God, insurrections, war or consequences of war, breakdown of machinery, embargoes, perils or requisitions, failure of sub-suppliers to deliver, suspension of shipping facilities, acts of omission, commission, negligence or default of any carrier of any other contingencies of whatsoever nature beyond DIGIMETRICS' reasonable control or any other unavoidable causes.

(7) ENTIRE AGREEMENT CONTAINED HEREIN: DIGIMETRICS and BUYER expressly stipulate and agree that the terms of any PURCHASE AGREEMENT concerning the subject matter of this Quotation/Invoice are set forth herein and these terms and conditions contain the entire agreement and understanding relating to the transaction and that there are no other agreements or understandings, expressed or implied, verbal or written, between them concerning the same. Inconsistent terms in BUYER's purchase order shall be of no force or effect. The United Nations Convention on the International Sale of Goods shall not apply to this transaction or to the relationship between DIGIMETRICS and BUYER.

(8) LICENSE AND PERMITTED USE: 1) Upon purchase BUYER will be licensed to use Product described in Section 2 on a single computer system and for internal use only. BUYER will not disclose the Product, functionality of Product, documentation or any other description of Product to any third party without prior written permission of DIGIMETRICS. BUYER will not attempt to reverse engineer the Product or to duplicate or assist in the duplication of the functionality of the Product. 2) BUYER recognizes the confidential nature of the Product and expressly undertakes to retain in confidence and to require its employees, consultants, agents and anyone else with whom BUYER deals, to retain in confidence all information and know-how transmitted to BUYER by DIGIMETRICS that is identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms of this Agreement. 3) BUYER's rights in the Product (both hardware and software) are expressly limited to the use of the Product by BUYER at the installation site. BUYER shall not assign, transfer or sub-license any part of or the entire Product without prior written consent of DIGIMETRICS. 4) Initial license key provided is a 30 day temporary license. Upon payment clearing at DCA, a permanent license key will be issued to the BUYER.

(9) RISK OF LOSS: Loss or damage that occurs during shipping by a carrier selected by and compensated by DIGIMETRICS is DIGIMETRICS' responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer or compensated by Customer is Customer's responsibility.

(10) GOVERNING LAWS: All DIGIMETRICS sales will be covered by the laws of the State of Oklahoma, USA. Venue and jurisdiction for all disputes will lie in Payne County, Oklahoma, USA.

(11) OTHER DOCUMENTS: These terms and conditions may NOT be altered, supplemented, or amended by the use of any other documents(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s), which is subject to additional or altered terms and conditions, will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and DIGIMETRICS.

(12) SERVICE AND SUPPORT: DIGIMETRICS endeavors to provide the best possible customer and technical telephone support. DIGIMETRICS will attempt to handle via telephone any problem involving DIGIMETRICS products. However, DIGIMETRICS may not be able to understand or resolve any given problem. DIGIMETRICS has no obligation to provide service or support until DIGIMETRICS has received full payment for the product or service contract for which service is requested. Support requests should be directed to +1-918-383-0346 or to support@digimetrics.com.