



STANDARD TERMS AND CONDITIONS OF SALE

1. EXCLUSIVE TERMS. These Standard Terms and Conditions of Sale, and/or, as applicable, Augmentix Corporation's ("Augmentix") quotation for the order for Augmentix products and services ("Products") (and any Augmentix revisions thereto), Augmentix's sales order or confirmation, Augmentix's invoice for each Delivery (as defined below), and applicable written and signed sales agreements specifying configurations, quantities, prices, total purchase price, shipping instructions, requested delivery dates, customer names and any other special instructions (collectively, the "Order" or the "Agreement") set out the exclusive terms and conditions that apply to all sales by Augmentix to the buyer or purchaser ("Buyer") shown on the Order. Augmentix objects to, and rejects, all terms and conditions that are different from or are additional to those set out in the Order. A failure by Augmentix to object to different or additional terms in any future communication will not waive the terms and conditions in the Order. Buyer's purchase of Products is limited to the terms and conditions in the Order. Augmentix conditions its offer or acceptance of Buyer's purchase of Products upon Buyer's assent to the terms and conditions of the Order, excluding all different or additional terms and conditions. No purchase is effective as to Augmentix unless in writing and on the terms and conditions of the Order. Buyer agrees to these Standard Terms and Conditions and the other Order documents by Buyer's acceptance of the Order, issuing a purchase order for Products, acceptance of or payment for Products, or other conduct recognizing the Order, whichever first occurs.

2. PRICES

a. All prices and discounts, now in effect or hereafter issued, are subject to change without notice, except as set forth in Section 2.e below.

b. All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this Agreement. Any taxes related to Products purchased or licensed pursuant to this Agreement will be paid by Buyer or Buyer will present an exemption certificate acceptable to the taxing authorities. Applicable taxes will be billed as a separate item on the invoice, to the extent possible. Unless Buyer provides Augmentix with a valid exemption certificate applicable to Buyer's purchase of Product and the Product ship-to location, Buyer is responsible for applicable State Environmental Fees associated with the Order.

c. All prices are in U.S. Dollars.

d. Any custom Order to Augmentix requires a percentage deposit of the purchase price for such Order. The exact percentage will be determined before the time the Order is placed and payment will accompany the Order. Augmentix reserves the right to refuse any custom Orders.

e. In the event of significant increases in costs for services or materials, Augmentix will have the right to require renegotiation of pricing for Products not yet Delivered. Augmentix will give notice to Buyer of the Products for which prices will be renegotiated as a result of such increases and of Augmentix's proposed new pricing. If the parties fail to agree on new pricing terms within 30 days after Augmentix's notice of price renegotiation, then either Augmentix or Buyer may terminate the Order as to affected Products not yet Delivered. Such termination will be made by written notice to the other party, issued no later than 60 days after the date of Augmentix's notice of price renegotiation, and will specify an effective date of termination no later than 20 days after the date such notice of termination is issued. Neither party will have any further obligations with regard to the sale or purchase of any affected Products not Delivered before the effective date of termination. In the event of a price decrease by Augmentix, for all purchase orders or agreements that have been received and accepted by Augmentix but not yet shipped at the time of the price decrease, Augmentix shall apply the new pricing to the Orders when they are shipped providing that the Products ordered are the same as the Products with the price decrease.

3. QUOTATIONS

All quotations and sales are FOB origin (EX WORKS origin (INCOTERMS 2000) for international shipments). Unless otherwise agreed in writing, transportation, insurance, express charges, special packaging, freight, dues, customs, duties and any other charges are not included in quotations nor indicated in any price list. Unless otherwise agreed in writing, quotations are valid for 30 days from the date of quotation.

4. TERMS OF PAYMENT

a. Unless otherwise stated in the accepted Order, all amounts due to Augmentix must be paid within 30 days after receipt of Augmentix's invoice and all payments are to be in U.S. dollars. Prorata payment will be due as Deliveries are made. If Augmentix is required to bring legal action to collect delinquent accounts, then Buyer will pay reasonable attorneys' fees and costs of suit and collection.

b. If, in Augmentix's sole judgment, Buyer's financial condition or any other factor impairs Augmentix's expectation of performance, Augmentix may immediately suspend or cease work and Deliveries. As a condition of resuming work or Delivery, Augmentix may require full or partial payment in advance, security, or other arrangements. If such conditions are not timely satisfied, then Augmentix may cancel the Order without any liability. Augmentix may enforce its rights and remedies under this Section without prior notice or demand.

c. Buyer grants and Augmentix reserves a purchase money security interest in each Product Delivered hereunder, and in any proceeds thereof, for the amount of its purchase price. Upon request by Augmentix, Buyer will sign any document required to perfect such security interest. Payment in full of the purchase price of any Product purchased hereunder will release Augmentix's security interest on that Product.

5. TITLE AND DELIVERY

a. Title and Delivery of the Products hereunder are FOB origin (or EX WORKS origin

(INCOTERMS 2000) for international shipments) ("Delivery"). Title to Products and risk and liability for loss or damage thereto pass to Buyer upon Delivery. The Products are deemed accepted upon Delivery, any loss or damage after Delivery will not relieve Buyer from its obligations hereunder. Buyer will be responsible for selection and nomination of the carrier, and for payment of all expenses and fees for loading, transportation, shipment and insurance; Augmentix will select the carrier if no carrier is selected by Buyer. Buyer will take the steps necessary to maintain the Products in proper condition and will insure its interest in the Products, with Augmentix as a loss payee, for as long as any amounts remain owing to Augmentix for the Products.

b. The time for Delivery will be established by Augmentix upon receipt of the Order from Buyer. Delivery dates will be assigned as close as practicable to the Buyer's requested date, based on Augmentix's then-current lead time for Products. Augmentix will not be liable for delay in delivery or for failure to give notice of any delay. Delivery dates are estimates, are subject to change, and are not of the essence. Partial Deliveries will be permitted. Augmentix will use commercially reasonable efforts to ship by the method specified by Buyer. Additional charges may apply. If a Delivery is delayed as a result of any action or inaction of Buyer, then Augmentix may invoice Buyer for the Products as of the scheduled Delivery date and may charge Buyer for storage and other expenses incurred because of the delay.

c. As to all Products, in the event of delay or non-delivery due to causes beyond Augmentix's reasonable control, including acts of God or of public enemy; acts of civil or military authority; government actions, regulations, priorities, allocations, or controls, whether or not valid, and including exercise of sovereign or contractual powers; fires, floods, weather, epidemics, strikes, lockouts, slow-downs, shortages, factory or port conditions or freight embargoes; yield problems; inability to obtain necessary labor, materials, or manufacturing facilities; war, civil or other disobedience or insurrection, rebellion, acts of a terrorist or other enemy (collectively, "Force Majeure"), the Delivery date will, at the request of Augmentix, be deferred and Augmentix's performance excused for a period equal to the time lost by reason of Force Majeure. Further, if non-Delivery or impracticability of Delivery of any or all of the Products results, in whole or in part, from any Force Majeure, then Augmentix's failure to Deliver will not be a breach, and Augmentix may elect to terminate the Order to the extent of the Products affected, without Augmentix's liability.

d. The specifications of Products may be modified by Augmentix or its suppliers and Augmentix may substitute Products manufactured to such modified specifications for those described in the Order, provided that such substitute Products substantially conform to the specifications applicable to the Products as originally ordered, however, minor differences between Products as shipped and products as described in a specification sheet or catalog are possible. The parts and assemblies used in building the Products sold under this Order are selected from new and equivalent to new parts and assemblies in accordance with industry practices.

e. Buyer may delay shipment under an Order by issuing a written delay request to Augmentix, provided that (a) the delay request is received at least 30 days before the scheduled shipment date and (b) the rescheduled shipment date is not more than 60 days after the scheduled shipment date. An Order may only be rescheduled for shipment once. Any additional rescheduling or rescheduling beyond the times permitted not expressly agreed upon in writing by Augmentix will be deemed a cancellation. Buyer agrees to pay the full purchase price for any Order or portion thereof deemed a cancellation or otherwise cancelled by Buyer. Augmentix reserves the right to reschedule delivery in cases of configuration changes made within 30 days of scheduled shipment.

6. WARRANTY

a. A statement regarding Augmentix's limited warranty is included with each product and is incorporated herein in its entirety by this reference. EXCEPT AS SET FORTH IN SUCH STATEMENT, PRODUCTS (INCLUDING SOFTWARE EMBEDDED, LOADED OR OTHERWISE DELIVERED WITH THE PRODUCT) ARE PROVIDED "AS IS" AND AUGMENTIX MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

b. Buyer assumes all responsibility and liability for its use of the Products and will indemnify and hold harmless Augmentix from damages, liabilities, settlements, costs and legal fees incurred by Augmentix arising out of Buyer's use of the Products.

c. No written or oral statement made about any Product by an employee or agent of Augmentix will be effective to create or extend a warranty for the Products.

7. LIMITATION OF LIABILITY

NEITHER AUGMENTIX NOR ITS SUPPLIERS WILL BE LIABLE TO BUYER WITH RESPECT TO ANY SUBJECT MATTER OF THIS ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT AUGMENTIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, (A) FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST DATA, OR (B) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (C) FOR LOSS OR CORRUPTION OF DATA OR INTERRUPTION OF USE, OR (D) FOR ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE FEES PAID OR OWED TO AUGMENTIX FOR THIS ORDER. NOTHING IN THIS AGREEMENT WILL LIMIT AUGMENTIX'S LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY CAUSED BY AUGMENTIX'S NEGLIGENCE.

8. PROPRIETARY INFORMATION

a. Augmentix and its licensors retain the intellectual property rights in and to all the Products and related information and materials. All materials (other than Products purchased hereunder), software (and all materials containing or embodying software), drawings, sketches, information, designs and manuals (the "Materials") furnished to Buyer will be and remain Augmentix's and its licensors' property and will not be copied or duplicated in any manner or submitted to any

third party, for examination or otherwise, without Augmentix's prior written consent. Buyer will keep the Materials strictly confidential and will take all reasonable steps to ensure that its personnel maintain the confidentiality of the Materials.

b. Buyer will maintain all such confidential information in strict confidence and will use at least the same measures to protect such confidential information as it uses to protect its own confidential information and will take all reasonable precautions to prevent any unauthorized disclosure of any such information by its personnel for five years after disclosure. Because damages alone may not be adequate compensation for loss of Augmentix's confidential information, Augmentix, in addition to any other legal and equitable rights it may have, will be entitled to seek an injunction against the breach or threatened breach of this Section by Buyer without the necessity of proving damages or posting bond.

9. THIRD PARTY PRODUCTS

a. Augmentix may distribute with the Products certain Software (as defined in Section 10.e. below) which are Third Party Products (as defined in Section 9.b. below), including Software licensed by Microsoft Corporation. All such Third Party Product Software distributed with the Products are subject to the EULAs (as defined in Section 9.b. below) shipped with such Third Party Product Software. Any EULAs shipped with the Third Party Product Software will apply to the specific Third Party Product Software designated in the EULA and each such EULA will apply instead of the license terms of this Agreement with respect to such Third Party Product Software. Buyer will be bound by, and will abide by, all Software license agreements if and when: (a) for preloaded Software, the Products are first used; or (b) for Software delivered with the Products, the Software package is opened or the seal on the Software package is broken. Any warranty provided for Third Party Product Software is provided by the licensor and may vary. If the Third Party Product Software is not accompanied by a license agreement, then the terms of Section 10 below will apply to the Software.

b. "Third Party Products" means hardware or software products and accompanying documentation from third party vendors provided by Augmentix hereunder, which are subject to the vendor's end user license agreements ("EULA") and warranty statements and are not deemed "Products" for purposes of Augmentix's warranty referenced in Section 6.

10. LICENSE GRANT

a. Subject to the terms and conditions of this Order, Augmentix grants Buyer, under Augmentix's intellectual property rights, a nonexclusive and nontransferable (except as set forth in Section 10.c. below) license, without the right to sublicense, only to: (i) use the Software on the Product hardware on which it was embedded or loaded when delivered to Buyer; (ii) install standalone Software (e.g. a CD ROM delivered with the Product hardware) on hardware or designated equipment, as applicable, for which it was intended, as specified in the documentation or Order; and (iii) use the Products in accordance with any use restrictions specified or referenced in the documentation or Order (including, but not limited to, user limits and geographic-specific specifications).

b. Buyer may make one copy of the Software and documentation for back-up purposes, provided that any such copies will include Augmentix's copyright and any other proprietary notices and are owned by Augmentix.

c. The license granted herein is granted solely to Buyer, and not to any affiliate of Buyer. Except as may be authorized by Open Source Software licenses, the license granted herein does not authorize Buyer (nor may Buyer allow any third party) to: (i) copy, distribute, use or allow third party access to the Software, except as expressly authorized under this Agreement; (ii) decompile, disassemble, reverse engineer, translate, convert or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason, the source code or source listings for the Software (except, in the European Union, to the extent that such acts may not lawfully be prohibited) or any trade secret information or process contained in the Software; (iii) modify, incorporate into or with other software, or create a derivative work of any part of the Software; (iv) use, access or allow access to the Software in any manner to provide service bureau, time-sharing or other system services to third parties; (v) lease or lend the Software; (vi) disclose the results of any benchmarking of the Software, or use such results for its own competing software development activities, without the prior written consent of Augmentix; or (vii) attempt to circumvent any usage limits or other license, timing or use restrictions that are built in to the Software. Buyer is hereby notified that the Software may contain time-out devices, counter devices, and/or other devices intended to ensure the limits of a particular license will not be exceeded ("Limiting Devices"). If the Software does contain Limiting Devices, Augmentix will ensure that Buyer receives any keys or other materials necessary to use the Software to the limits of Buyer's license. Buyer may transfer the Software, but only with the accompanying Product on a permanent basis, provided that the recipient agrees to the terms hereof and Buyer does not retain any copies of the Software.

d. Open Source Software provided hereunder, if any, will be provided pursuant to

such Open Source Software license terms and conditions. Upon reasonable notice to Buyer, Augmentix has the right to replace software provided to Buyer as part of Open Source Software with software that has similar functionality. The license terms associated with Open Source Software require that Augmentix provide copyright and license information to Buyer. A list of the Open Source Software included in the Software or otherwise provided to Buyer and applicable license terms is available in Augmentix's user documentation for the Software or otherwise provided on Augmentix's website. Except as expressly provided in Augmentix's warranty referenced in Section 6, (i) all Open Source Software is provided on an "AS IS" basis, (ii) Augmentix disclaims all other warranties with regard to Open Source Software including, without limitation, all implied warranties of merchantability, non-infringement, and fitness for a particular purpose, and (iii) in no event will Augmentix or its licensors be liable for any special, direct, indirect, or consequential damages or any damages resulting from loss of use, data, or profits, whether in an action of contract, negligence, or other tortious action, arising out of or in connection with the use or performance of the Open Source Software.

e. "Software" means all device drivers, firmware and all other software which is embedded, incorporated, packaged or shipped by Augmentix with or for use with the computer hardware and related peripherals making up a Product, in object code form, and documentation, including any error corrections thereto provided by Augmentix to Buyer under this Agreement. The Software may be subject to third party licensing requirements. The term "Software" does not include Open Source Software unless expressly stated otherwise in this Agreement.

f. Buyer's rights with respect to the Products (including Software) are limited to those expressly granted in this Agreement. Augmentix reserves all rights and licenses in and to the Software not expressly granted to Buyer under this Agreement.

11. MISCELLANEOUS

a. Buyer will be responsible for timely obtaining all necessary governmental permits, licenses, approvals and consents in connection with the import, sale or use of the Products in Buyer's country or the country to which the Products are shipped.

b. This Order will be governed by the laws of the State of Texas, and the United States, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. For all legal actions relating to this Agreement, the Federal Courts and State Courts whose jurisdiction includes Augmentix's headquarters in Travis County, Texas, will be the exclusive legal venue, and each party consents to the jurisdiction of such courts. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

c. If for any reason a court of competent jurisdiction finds any provision of this Order invalid or unenforceable, that provision of the Order will be enforced to the maximum extent permissible and the other provisions of this Order will remain in full force and effect.

d. The parties are independent contractors.

e. Buyer will not export or re-export the Products or Documentation or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

f. No modification, amendment or waiver of any provision of this Order will be effective unless in writing and signed by the parties' authorized representatives.

g. The failure of either party to enforce at any time any of the provisions of this Order, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each such provision thereafter. The express waiver by either party of any provision of this Order will not constitute a waiver of any future obligation to comply with such provision.

h. This Agreement and the rights hereunder are not transferable or assignable by Buyer whether by sale, merger, operation of law or otherwise (and any attempted assignment will be void) without the prior written consent of Augmentix. Augmentix may assign or transfer this Agreement without Buyer's consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

i. The Software and documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software: and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software and documentation with only those rights set forth herein. Contractor/manufacturer is Augmentix, Inc., 4616 West Howard Lane, Suite 150, Austin, TX 78728

j. This Agreement, and all attachments and amendments, constitute the entire agreement between the parties for this Order.

Revision 1.0.0 (August 27, 2007)