

Customer:

STANDARD TERMS AND CONDITIONS

The following are the standard terms and conditions ("**Conditions**") of ancosys, a German company having its principal place of business at at Siemensstraße 8, 72124 Pliezhausen, Germany, and its subsidiary companies ("**ancosys**") for the purchase and licence of products and services ("**Products**" or "**Services**") by its customers ("**Buyer**").

All sales by ancosys of any of its Products are subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). By issuing a PO to ancosys, Buyer acknowledges accepting these terms and agrees that no terms or conditions that vary from or conflict with those contained herein shall apply in any way. Once ancosys has agreed to sell Products to Buyer, no modifications or additions to these Conditions shall be binding on either party unless mutually agreed in writing by ancosys in advance.

1. QUOTATIONS AND PRICES

All quotations are subject to the terms and conditions stated herein as well as any additional terms and conditions that may appear as Special Terms on the face thereof. In case of a conflict between the terms and conditions stated herein and those appearing on the face of such quotation, the quotation shall control. ancosys' prices and quotations are subject to the following:

- (a) Unless otherwise specified in writing by ancosys, all quotations are firm for, and expire, sixty (60) days after the date of issuance, provided that budgetary quotations and estimates are for preliminary information only and shall neither constitute offers, nor impose any responsibility or liability upon ancosys.
- (b) Unless otherwise stated in writing by ancosys, all prices quoted are in USD and net basis, exclusive of any withholding and other taxes (as stated in clause 9 herein), transportation fees, insurance, customs fees, duties and other charges related thereto, and Buyer shall report and pay any and all such charges and hold harmless therefrom.
- (c) Once accepted by the Buyer, all prices quoted are final and not subject to any change.
- (d) Prices quoted are for Products and Services only as detailed in the formal quotation and do not include proprietary or patent rights of any kind nor shall they include product testing other than standard tests, nor any other services, unless expressly agreed to in writing by ancosys.
- (e) Delivery terms are EX-WORK (INCOTERMS 2000).

2. PAYMENT

All payments for Products released and shipped shall be due within thirty (30) days from the respective invoice date. In addition all late payments shall be subject to a late payment penalty calculated at the rate of the higher of one and one-half percent (1.5%) per month or the highest amount permitted by law. Interest shall be accrued upon termination of two business days following delivery of ancosys' notification to Buyer of the pending past due charges.

Buyer acknowledges that it is purchasing from ancosys the Products with a particular configuration and/or features. In the event that Buyer wishes to activate additional and/or different configuration or features it is obliged to report such issue to ancosys and be liable to pay any difference in price.

4. DELIVERY

Purchases will be initiated by Buyer's written or electronically dispatched POs. ancosys may acknowledge receipt of PO, at ancosys' discretion by written notice within five (5) business days after receipt of said PO. Delivery will be made EX-WORKS (INCOTERMS 2000) ("**Delivery Location**").

On-time delivery of Products shall be deemed to be a delivery pursuant to the estimated delivery period as detailed in the applicable acknowledged PO. ancosys shall have the right to deliver Products earlier than any agreed upon delivery date. ancosys reserves the right to make deliveries in instalments and any invoice or PO shall be severable as to any such instalments. POs acknowledged by ancosys may not be modified other than with ancosys' consent and upon mutually agreed terms including with respect to any delivery schedule and pricing changes. Delay in delivery or default of any instalment shall not constitute a breach of contract on part on the part of ancosys and shall not relieve Buyer of its obligation to accept and pay for remaining instalments.

ancosys shall not be liable for any delays in delivery of shipment of Products nor for any consequential or any other damages suffered by the Buyer by reason of such delay.

5. INSTALLATION

ancosys will commence installation of the Products within seven (7) days after delivery of such Products to the Buyer, provided that the Buyer is in compliance with ancosys' Standard Site Preparation Requirements at such time.

6. ACCEPTANCE

The Products shall be deemed to have been accepted by the Buyer upon the earlier of the following events: (1) the standard ancosys Customer Acceptance Test Procedures ("**CATP**"), which shall have been conducted within thirty (30) days following the installation of the Products, has been completed and signed; (2) the Buyer shall have retained the Products for 30 days or more after transfer of risk; or (3) the System has been used in production.

7. RISK OF LOSS OR DAMAGES; TITLE; CLEARANCES

Risk of loss or damage to the Products shall be transferred from ancosys to the Buyer at the Delivery Location, subject to Clause 4. Confiscation or destruction of, or damage to Products shall not release, reduce or in any way affect the liability of Buyer therefor. All products must be inspected upon receipt.

Until ancosys receives all payments due in respect of the Products, the Buyer shall not sell, lease or otherwise transfer the Products without the prior written consent of ancosys.

Buyer shall be responsible for obtaining any applicable import licenses, customs clearance and to make all payments related thereto.

8. TAXES AND ADDITIONAL COSTS

Prices are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupation, or similar taxes, together with tariffs, duties, or similar surcharges, and freight, insurance and packing costs. The Buyer agrees to pay all such charges. If ancosys is required to pay additional taxes, the Buyer will immediately reimburse and hold ancosys harmless for any such additional taxes.

If the product is to be sold to a customer in the State of California, US, then the CA Use Tax should be added to the Invoice in case this product is not for re-sale. Any California customer who is reselling ancosys products needs to supply ancosys with a "re-sale certificate".

9. CUSTOMER DEFAULT

If Buyer is in default on any provision hereof, all of Buyer's payment obligations to ancosys shall immediately become due and payable, and ancosys shall not be obligated to continue performance under any agreement with Buyer. Without derogating from the above, ancosys may, without notice, decline to make further shipments, terminate Buyer's unfilled PO(s), and/or recall and retake possession of Products in transit, without affecting any other right or remedy ancosys may have, including, but not limited to, any right to cancellation charges and quantity price adjustments.

For purposes of these Conditions, a “default” shall occur in the event that Buyer is more than five (5) days delinquent in any payment to ancosys, becomes insolvent, is adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statutes, is appointed a receiver or makes an assignment for the benefit of creditors, or is otherwise unable to meet its financial obligations as they become due. Continued shipment by ancosys following Buyer’s default shall not constitute a waiver nor shall it affect Buyer’s legal obligations hereunder. In the event ancosys institutes legal action against Buyer to collect delinquent accounts, Buyer agrees to reimburse ancosys for reasonable attorneys’ fees and costs of suit. All Products shall remain the property of ancosys until payment in full therefore.

10. WARRANTIES

The title of the Products hereunder, when conveyed to Buyer, shall be good and its transfer rightful, and the Products delivered shall be new and free from any security interest or other third party right. With respect to the ancosys hardware and software elements of the Products sold hereunder and with respect to the Software separately licensed hereunder, ancosys warrants that such hardware and software shall, for a period of one (1) year from the date of delivery, conform to ancosys’ published specifications for the Product for the particular configuration ordered.

The foregoing warranty does not apply to Products which have been subject to misuse, neglect, accident, improper installation and/or uninstallation or testing, or modifications. In addition, ancosys shall not be liable to the Buyer for breach of a warranty if the breach is caused by the following: the failure of the Buyer to operate and maintain the Product, in accordance with the reasonable requirements of ancosys’ documentation; the failure of the Buyer to operate and maintain the site where Product is installed in accordance with ancosys’ requirements; and equipment not supplied, delivered, assembled or installed by ancosys. This warranty is the only warranty made by ancosys with respect to the hardware and software elements of the Products delivered hereunder, and may only be amended by a written instrument signed by a duly authorized Officer of ancosys. ancosys’ sole and exclusive liability and Buyer’s sole and exclusive remedy under this warranty shall be, at ancosys’ option, with respect to hardware - to repair or replace, and with respect to software - to provide bug fixing and updates.

Limitation on Warranties. The foregoing limited warranty applies only to failures in operation of the software that are reproducible in standalone form and does not apply to: (i) software that is modified or altered by Buyer or any third party; (ii) software that is otherwise operated in violation of these Conditions or other than in accordance with the published user documentation; (iii) failures which are caused by other software or hardware products; (iv) any media or copy of the software that was not originally purchased or licensed from ancosys or whose license fee was not paid to ancosys by Buyer; or (v) software that have been repaired or otherwise altered by anyone not under the control of, or not having the written authorization of ancosys to do such repair or alteration.

All requests for warranty repairs shall be made in accordance with ancosys’ policy regarding such repairs, which is hereby incorporated by reference. In the event that Buyer receives from ancosys Product updates and/or upgrades for Products under warranty - such updates and upgrades shall be limited to the products and/or serial numbers stated by ancosys and Buyer is expressly not licensed to apply such updates/upgrades to any other Products.

All limitations on ancosys’ liability set out in these Conditions shall extend to any liability of any affiliate company of ancosys whom ancosys may request to carry out services herein on its’ behalf.

THE WARRANTIES OF ancosys SET FORTH HEREIN ARE IN LIEU OF, AND BUYER HEREBY WAIVES, ANY EXPRESS, STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, ARISING OUT OF OR IN CONNECTION WITH THE SALE, RESALE, AND PURCHASE OF ancosys’ PRODUCTS, OR THE USE, REPAIR OR PERFORMANCE THEREOF, OR THE COURSE OF DEALING OR PERFORMANCE UNDER ANY AGREEMENT BETWEEN BUYER AND ancosys TO WHICH THESE CONDITIONS APPLY. NOT WITHSTANDING THIS SECTION, ancosys PROVIDES PROTOTYPES “AS-IS”, WITHOUT WARRANTY OF ANY KIND.

11. DAMAGE AND LIABILITY

ancosys’ TOTAL LIABILITY IN DAMAGES OR OTHERWISE SHALL BE LIMITED TO THE REMEDIES SET FORTH HEREIN AND NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY ancosys FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, RESULTING IN THE LOSS OR DAMAGE CLAIMED. ancosys SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERIES OR USE. IN NO EVENT SHALL ancosys BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL LOSS OR DAMAGES OF ANY KIND, SUCH AS BUT NOT LIMITED TO DEATH, PERSONAL INJURY, LOST BUSINESS REVENUE, LOST PROFITS OR COSTS OF DOWNTIME RESULTING FROM ancosys’ PRODUCTS OR SERVICES HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. EXCEPT AS PROVIDED EXPRESSLY HEREIN, ancosys SHALL NOT BE LIABLE TO BUYER OR TO ANY OTHER PERSON. BUYER AGREES TO INDEMNIFY ancosys WITH RESPECT TO ANY CLAIMS AGAINST ancosys FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, PLANT, EQUIPMENT, INFORMATION, PROPERTY OR PRODUCTION, ARISING FROM THE SALE, PURCHASE, RESALE, REPAIR OR SUBSEQUENT USE OF ancosys’ PRODUCTS AND FROM ANY PROMISE OR OFFER TO SELL, PURCHASE OR REPAIR SUCH PRODUCTS, REGARDLESS OF WHETHER ancosys HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER AGREES THAT THIS LIMITATION OF DAMAGES IS REASONABLE AND WILL NOT CAUSE IT TO LOSE ANY EXPECTED BENEFITS, RIGHTS OR REMEDIES UNDER ANY AGREEMENT FOR THE SALE OF PRODUCTS.

Buyer further waives any right extending beyond the warranty, to claim for negligence by ancosys in design, material, workmanship, or installation of Products.

12. SUPPORT AND MAINTENANCE

ancosys may agree to provide support and maintenance to Buyer subject to the parties agreeing on and entering into an appropriate service agreement, for which an additional fee shall be charged.

13. CONFIDENTIALITY

ancosys normally supplies all information necessary for the proper operation of its Products. Such information is proprietary in nature and confidential information of ancosys. Except as expressly authorized in writing by ancosys, Buyer warrants that it will not divulge, disclose, or in any way distribute or make use of any ancosys proprietary information or Products, whether or not designated or marked as proprietary, and that Buyer will not manufacture or engage to have such Products manufactured on its own behalf.

14. INTELLECTUAL PROPERTY RIGHTS

Buyer agrees that ancosys retains proprietary rights in and to all Product specifications, designs, engineering details, discoveries, inventions, patents, copyrights, trademarks, trade secrets and other proprietary rights in, underlying or otherwise relating to the Products and the technologies thereunder or therein. The Products are offered for sale and are sold by ancosys, subject in every case to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, to manufacture, duplicate or otherwise copy or reproduce any of the Products or the technologies thereunder.

The Buyer shall refrain from analyzing or attempting to analyze the Products in order to determine the construction, code, algorithm or topology (composition, formula or specifications) thereof, either by itself or through any third party.

15. SOFTWARE AND FIRMWARE

All Products that are comprised of software or firmware are provided subject to the terms of ancosys’ Software License Agreement, the terms of which are hereby incorporated by reference.

The Buyer acknowledges that the Software is integral to the use of the Products, and that it is the sole property of ancosys. The licence granted to the Buyer is non-exclusive and non-transferable or assignable, and shall be for use only in connection with the Products. Use of the Software is permitted only when loaded in the designated Products. Buyer shall not: (i) transfer the Software and related materials to any third party; (ii) copy the Software; (iii) reverse engineer, disassemble, decompile, modify, or transmit the Software acquired hereunder or use such Software for any purpose other than with the Products; and (iv) use any Software acquired hereunder for any purpose other than the operation of the Products. Buyer shall maintain in each permitted copy of the Software any copyright or other intellectual property rights legends contained in the Software as delivered by ancosys to Buyer.

In the event of any breach of these Conditions herein by the Buyer, the same shall result in an immediate automatic termination of this licence, and the Buyer shall return all and any Software

and manuals to ancosys (together with any copies). In the event that the Buyer shall develop or improve the Products, it is agreed that such improvements will remain solely the property of ancosys.

16. INTELLECTUAL PROPERTY INDEMNITY

ancosys agrees to protect and hold Buyer harmless from any and all claims, demands, proceedings, actions, or liability ("**Claims**") resulting from any alleged infringement of patents, copyrights or trade secrets owned by third parties with respect to Products purchased by Buyer from ancosys; provided that Buyer shall give to ancosys prompt written notice of any such Claims. Buyer authorizes ancosys to settle or defend against such Claims and agrees, upon ancosys' request, to assist ancosys in so doing at ancosys' expense. If, as a result of such Claims, Buyer should be enjoined from using the Products, ancosys, at its option, may (1) procure for Buyer the right to use the Products; (2) modify the Products so that it becomes non-infringing; Notwithstanding the foregoing, ancosys shall have no obligation to indemnify, protect or hold harmless Buyer for infringement of patents, copyrights, or trade secrets resulting from combinations of the Products with other goods or devices whether or not supplied by ancosys.

THIS PROVISION IS STATED IN LIEU OF ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTY AGAINST INFRINGEMENT AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR PATENT, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT BY ancosys OF ANY KIND.

17. TERMINATION

Unless otherwise agreed by ancosys and Buyer in writing, no PO may be terminated by Buyer except by mutual agreement in writing. Termination of a PO is subject to the following conditions: (1) Pricing for all Products delivered under said order shall be subject to redetermination in accordance with final net quantity pricing as previously quoted by ancosys, if available; (2) Buyer will pay for all undelivered Products which are completely manufactured and allocable to Buyer at the time of ancosys receipt of notice of termination; (3) Buyer will pay all costs, direct and indirect, which have been incurred by ancosys with regard to Products which have not been completely manufactured at the time of ancosys' receipt of notice of termination, plus a pro rata portion of normal profit on the contract.

18. FORCEMAJEURE

ancosys shall not be liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, fire, accident, war, labor dispute, shortages, embargo, delayed delivery by suppliers, delay in transportation, acts of government whether foreseen or unforeseen. Should any of these events occur ancosys may, at its option, cancel Buyer's PO with respect to undelivered products or extend the delivery date for a period equal to the time lost due to the delay.

If ancosys or Buyer is prevented from performance of any term or condition (other than payment) due to force majeure, the affected party shall be excused from such performance, provided that it gives prompt notice to the other party and takes all steps to resume as soon as possible its performance.

ancosys shall not be liable to Buyer for any delay(s) or failure(s) to perform its obligations hereunder due to the scarcity of the basic elements necessary to manufacture the Products or because of any governmental restriction whatsoever upon the possession or distribution of such basic elements. Anticipated delivery dates shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this Paragraph.

19. COMPLIANCE.

In the performance of its obligations hereunder and otherwise in connection with the purchase, sale and service of the Products, Buyer shall comply with all applicable laws, including, without limitation, with all applicable regulatory requirements. Buyer shall promptly inform ancosys in writing of any interaction with any Regulatory Authority with respect to the Products. ancosys shall not be responsible for Buyer's failure to comply with any laws, regulations or acts.

20. MISCELLANEOUS

20.1 Severability. Any provision hereof which contravenes the law of any state or country in which this contract is effective shall, to the extent of such contravention of law, be deemed separable and shall not affect any other provision or the validity of these Conditions.

20.2 No Waiver. No failure to exercise on the part of ancosys of any right shall operate as a waiver. The rights of ancosys are cumulative. If any provision of these Conditions are held to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of any or all of the remaining portions hereof.

20.3 Assignment. The Buyer shall not assign any of its rights and obligations to a third party without the prior written consent of ancosys.

20.4 Governing Law. The rights and obligations of the parties hereto will be governed by the substantive laws of laws of England and Wales, without giving effect to the conflict of law provisions thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any proceeding brought by a Party arising out of, under or relating to any dispute relating to these Conditions shall be submitted to the exclusive jurisdiction of the courts of England and Wales in London.

20.5 Notices. Any notices hereunder shall be made in writing and delivered to the last addresses provided by the parties in writing.

20.6 Entire Agreement. Unless a formally agreed upon agreement is in place, these Conditions supersede and replace all prior or contemporaneous agreements, written or verbal.