
TERMS AND CONDITIONS OF SALE (RADARVISION®)

These Terms and Conditions of Sale apply to the purchase of **RADARVISION®** products ("Products") of Time Domain Corporation, a Delaware corporation in response to a written Purchase Order presented to you by an authorized representative of **Time Domain Corporation**. Unless otherwise indicated, these terms and conditions will apply to all purchases of **RADARVISION®** products. In these Terms and Conditions of Sale, the terms "we", "us" and "our" refer to **Time Domain Corporation** and the terms "you" and "your" refer to the purchaser.

Your purchase of our products in response to a written Order Form is governed by the Purchase Order (the multi-page document which has been printed with your name and address, a list of the products covered, price and payment terms), these Terms and Conditions of Sale, and applicable warranties and any additional terms referenced in the Purchase Order, each as modified to the extent applicable by any strategic purchasing agreement you may have in effect at the time with us. Additional or conflicting terms and conditions submitted on any purchase order or other documentation is expressly superseded by these Terms and Conditions of Sale.

FORMATION OF CONTRACT

A written Purchase Order is a request for an offer from you to purchase. By signing and returning the Purchase Order to us, you make an offer to purchase under these terms. We accept your offer by the signature of a **Time Domain Corporation** Sales Manager or other authorized representative and by the credit approval of our customer credit department. Our acceptance of your offer is expressly made conditional on your assent to all of our terms. No prior proposals, statements, course of dealing or usage of the trade will be part of the contract, except as may have been previously agreed in writing by the parties under a strategic purchasing agreement covering the transaction. After the contract has been formed, it may be modified only by a writing agreed to by you and our authorized representative.

PRICE AND TAXES

Your price is stated in the written Purchase Order. You are responsible for the payment of all applicable taxes, stamps, duties and/or fees associated with the purchase of this Product.

Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

PAYMENT

The payment terms are stated in the written Order Form. If any payment depends on an event (e.g., delivery), which is delayed for a reason for which you are responsible, you will make the payment when the event was first scheduled to occur. You grant to us a purchase money security interest in all items ordered until we receive full payment and, upon our request, you will sign and deliver to us any additional documents we may require to perfect this security interest.

DELIVERY

Delivery dates are approximate. We are not liable for delays in performance or delivery due to a cause beyond our reasonable

control. These causes include, without limitation, any delay of sources to supply materials and equipment, government priorities and labor or transportation problems. If such a delay occurs, we may extend the performance or delivery date for a period of time equal to the delay.

TRANSPORTATION, TITLE AND RISK OF LOSS

FCA Huntsville Alabama. You are responsible for payment of freight and payment for or providing for property damage or loss from the time we deliver the products to the carrier. Title and risk of ownership passes to you at Huntsville, Alabama upon delivery to the carrier.

FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIREMENTS

This Product is authorized under a waiver issued by the FCC. If it is determined that the operation of this Product has caused harmful interference to other radio operations, the operator shall immediately contact Customer Service at Time Domain Corporation at 888-826-8378.

Under terms of the FCC's waiver, users of this Product must understand that this Product must not cause harmful interference to other radio services and must accept harmful interference from other radio services.

Additionally, the FCC requires users to:

- Submit information to the FCC defining the geographic area in which the Product will be used;
- Maintain a log detailing the location where the Product was used and the duration of operation;
- Notify Time Domain of any intention to transfer control of the device to a third party, so that Time Domain may coordinate with the FCC. The user must not resell, lease, loan or otherwise transfer or dispose of the Product without first obtaining Time Domain's written consent and if such consent is given, without first coordinating the transfer with the FCC through Time Domain.

ACCEPTANCE OF PRODUCTS

You accept the products ordered on the earlier of (1) two days after the date the products are delivered to you or (2) the date you first use the products.

PRESERVATION OF TIME DOMAIN PROPRIETARY RIGHTS

We own and retain all of our patents, trademarks, trade secrets, copyrights, designs, and other intellectual property rights ("Proprietary Rights"). The third party manufacturers of any non Time Domain components of the Product own and retain all of their Proprietary Rights in the component parts. Nothing in this Agreement is intended to restrict the Proprietary Rights of any third party manufacturer or us. All intellectual property developed, originated, or prepared by us in connection with providing to you the

Products remain vested exclusively in us, and this Agreement does not grant to you any shared development rights of intellectual property.

Nothing in this Agreement will be deemed to grant, directly or by implication, estoppel, or otherwise, any right, title or interest in our Proprietary Rights. In order to further preserve Time Domain's propriety rights and to maintain the confidentiality of its designs, you agree not to modify, disassemble, open the housing of, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Products or permit or encourage any third party to do so. Any information regarding the design or operation of RADARVISION ® products designated as confidential by Time Domain will be kept in confidence by you for a period of three years after disclosure thereof by Time Domain.

LIMITED WARRANTIES AND DISCLAIMER

Warranties are set forth in the warranty form(s) provided by us or referenced in the written Purchase Order, and are incorporated by reference into these Terms and Conditions of Sale. No warranty is furnished for anything excluded from the warranty form(s). These items are provided AS IS. EXCEPT AS PROVIDED ABOVE, NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLY TO ANYTHING PROVIDED BY US. We may use refurbished parts in new products as long as we use the same quality control procedures and warranties as for new products.

OPERATION AND APPLICATIONS TRAINING

You may elect to obtain training at our then-current standard rates and in accordance with our then-current training program offerings and terms. Otherwise, a users manual will be provided.

LIMITATIONS OF REMEDIES AND DAMAGES

THE TOTAL LIABILITY OF US AND OUR REPRESENTATIVES TO YOU AND YOUR EXCLUSIVE REMEDY RELATING TO YOUR ORDER AND THE PRODUCTS ACQUIRED FROM US IS LIMITED TO THE PRICE ACTUALLY PAID BY YOU TO US FOR THE PRODUCT OR SERVICE WHICH IS THE BASIS FOR THE CLAIM. You agree that we and our representatives have no liability to you for (1) any punitive, incidental or consequential damages, such as lost profit or revenue, (2) any assistance not required under the applicable terms of sale, or (3) any claims related to your order which arise after the warranty period ends. You will be barred from any remedy unless you give us prompt written notice of the problem complained of. This is a commercial sales transaction. Any claim related to this contract will be covered solely by commercial legal principles. We, our representatives, and you will have no tort liability to the other arising from this contract. This limitation does not affect claims by third parties for personal injury due to our, our representatives' or your negligence or product liability.

INDEMNIFICATION

You agree to indemnify and hold us harmless from and against any and all damages, claims, liabilities and expenses (including reasonable attorney's fees) incurred by us (whether in settlement or otherwise) arising out of or relating to your use of the Product, including without limitation third party claims against us arising from your use of the Product, provided however that this indemnification shall not include matters arising out of or related to product liability claims.

GENERAL MATTERS

Any assignment of this Agreement will be void without the other party's prior written consent, which will not be unreasonably

withheld. If any part of this Agreement is found invalid, the remaining part will be effective. The laws of the state of Alabama will govern any dispute between us.

NO RESALE

Neither the Products nor any component(s) of the Products may be resold or otherwise transferred by you to anyone else other than to your successor in interest by way of merger or sale of all or substantially all of your assets.

EXPORT

You will use the products only in the United States and you will not export any Products, or use any Product outside the United States, without our prior written consent. You will comply with all export laws, and regulations of the United States, or the applicable import or export laws or regulations of any other country, which are currently, in effect, or which in the future go into effect at your sole expense, and not export or re-export, or allow the export and import or re-export, of the Products in violation of any such restrictions, laws or regulations. Any exports, re-exports or imports shall be made in accordance with all licenses and approvals required under applicable laws and regulations, including without limitation, those of the U.S. Department of Commerce. Our obligation to provide the items subject to these terms and conditions is contingent upon our applying for and receiving any export license, or other authorization, that may be required by the US Government.

If applicable, the following shall apply:

In the event you wish to arrange for export shipment, you shall inform us by so indicating on the order. In the absence of such indication, we shall arrange for (i) export shipment to your country, and (ii) marine warehouse-to-warehouse insurance (including war risk, if available). You shall pay us for all fees and expenses including, but not limited to, those covering preparation of consular documents, consular fees, ocean freight, storage, insurance and our then current fee for such services. Notwithstanding any extension of credit to you, all such charges shall be promptly reimbursed by you in U.S. Dollars upon submission of our invoices therefore.

The party that arranges for export shipment (or your designated export agent) shall be responsible for the timely application in its own name for any required U.S.A. export license. In any event, you shall be responsible for timely obtaining and maintaining any required import license, exchange permit or any other governmental authorization required for the purchase, installation, and operation of any products or parts purchased hereunder. Both parties shall assist each other when such help is reasonably possible.

In any event we shall not be liable if any authorization of any U.S. government agency or foreign government is delayed, denied, revoked, restricted or not renewed, and you shall not be relieved thereby of its obligations to pay us for our costs in arranging for export shipment.