

**GE Intelligent Platforms Embedded Systems, Inc. and its subsidiaries
Computer Dynamics of Illinois, Inc.**

Conditions of Sale

The sale or supply of any products and/or services by GE Intelligent Platforms Embedded Systems, Inc., its subsidiary, or Computer Dynamics of Illinois, Inc. ("GE") to the customer ("Customer") is expressly governed by the terms and conditions contained or referred to herein. Any additional or different terms and conditions set forth in Customer's purchase order or other communication are objected to and will not be binding upon GE unless specifically agreed to in writing by GE's authorized representative, provided, however, that no preprinted facility entry form shall be binding even if signed by GE's representative. Any order or authorization by Customer, whether written or oral, to furnish products or services or licensing of software shall constitute acceptance of these terms and conditions.

Any software (including firmware) provided hereunder shall be subject to the terms of the standard GE Software License Agreement accompanying such software. Such software is licensed, not sold. Any preproduction equipment provided hereunder shall be subject to the standard GE Preproduction Equipment User Agreement accompanying such equipment. Any product support programs provided hereunder (such as GlobalCare or Product Lifecycle Management) shall be subject to the standard GE terms for such program.

1. WARRANTY

1.1 GE warrants to Customer that GE-branded products ("GE Products") (other than software, which is governed by the standard GE License Agreement) and services ("Services") sold will be free from material defects in material, workmanship and title and will materially conform to any mutually agreed upon specifications (or, if there are no such agreed specifications, the specifications provided by GE). If such GE Products or Services do not meet the foregoing warranties, and Customer promptly notifies GE thereof within the applicable warranty period set forth in section 1.2 below (other than for warranty of title) and returns such product to GE pursuant to GE's applicable Repair and Replacement Policy, GE will correct any such failure by reperforming any defective portion of the services, and, with respect to products, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, FCA GE's facility or other point of shipment (Incoterms 2000) any necessary repaired or replacement parts. Inbound shipping charges to GE, including associated taxes, duties, tariffs, etc., shall be paid by Customer. Return (outbound) warranty repair shipping charges shall be paid by GE to Customer's destination. If in GE's reasonable judgment such repair or replacing of products or reperformance of services is not practicable, GE shall refund or credit monies paid by Customer for such products or services or, with respect to services, furnish without charge services in an amount essentially equal to those which, in GE's sole judgment, would have been required for re-performance.

1.2 The warranty period for GE Products shall be two (2) years from the date of shipment, except as follows: (a) one (1) year from the date of shipment for any such products in a GE-provided system which integrates hardware and software into a common platform or enclosure and which contains any assembly not owned, designed and manufactured by GE; (b) one (1) year from the date of shipment for end of life (EOL) products; and (c) ninety (90) days from the date of shipment for all replacement or repaired products or parts, or the termination of the warranty period with respect to the original product or part for which the replacement parts were supplied or the repairs were made during the original warranty period, if sooner. The warranty period for Services shall be ninety (90) days from the completion of the Services.

1.3 The warranties and remedies set forth herein are conditioned upon: (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of GE; (b) the absence of repairs, modifications or alterations not authorized by GE; and (c) Customer promptly notifying GE of any defects and (if required), promptly making the product available for correction, and GE's ability to reproduce and observe the claimed defect or non-conformity.

1.4 GE warrants non-GE manufactured products, including but not limited to personal computers, micro drives, rotary disks, compact flash, cables and accessories, etc., only to the extent that the manufacturer's warranty allows GE to transfer such manufacturer's warranty to Customer. GE will pass through to Customer any such warranties. Customer's sole remedy for breach of such warranty shall be the remedy offered by and available from the manufacturer, if any. GE shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to non-GE manufactured products. Consumables (such as batteries, light bulbs, and the like), and failures due to consumables are excluded from all warranties.

1.5 Certain products hereunder may contain remanufactured subassemblies or parts which have been cleaned, refinished, inspected, and tested to new-product standards. The warranty for any such product will be as provided in this agreement or any applicable warranty of the third party manufacturer, if applicable.

1.6 Except as set forth in section 2 below, the preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, products or services sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. Upon the expiration of the warranty period, all such liability shall terminate. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN THE EVENT THAT GE IS UNABLE TO REPAIR OR REPLACE THE PRODUCT IN A TIMELY FASHION, OR ANY WARRANTY PROVIDED HEREIN OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE, CUSTOMER'S RECOVERY OF ANY DAMAGE OR LOSS SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT.**

2. INTELLECTUAL PROPERTY

2.1 GE shall retain exclusive rights to its products, intellectual property rights (including copyrights, trademarks, patents and trade secrets), schematics, logic diagrams, and manufacturing processes, and to all modifications thereto funded by Customer's purchase order. GE shall retain ownership and does not convey, nor does Customer or Customer's final customer obtain any right, title, or interest in, software or firmware, specifications or data furnished or developed by GE either prior to or in the performance of Customer's order. No schematics or source code shall be furnished, unless pursuant to a separate license as agreed by GE. Subject to the performance of its obligations hereunder, Customer shall have a license to use GE's intellectual property rights only as they are embodied in the products and for no other purpose. Customer shall not modify or reverse engineer the products.

2.2 GE warrants that any GE Products sold hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If promptly notified in writing and given full authority, information and assistance, GE shall defend, or may settle, at its expense, any suit or proceeding against Customer so far as based on a claimed infringement which would result in a breach of this warranty, and GE shall pay all damages and costs finally awarded therein against Customer due to such breach, other than damages and costs arising from any willful infringement by Customer after receipt of notice of the claimed infringement. GE shall not be responsible for any compromise or concession made by Customer without GE's prior written consent. In case any GE Products are in such suit held to constitute such an infringement and the use for the purpose intended of said products is enjoined, GE shall, at its expense and option, either procure for Customer the right to continue using said products, or replace same with noninfringing products, or modify same so they become noninfringing, or remove the products and refund the purchase price (less reasonable

depreciation for any period of use) and any transportation costs separately paid by Customer. The foregoing states GE's entire liability for patent infringement.

2.3 GE shall have no liability under Section 2.2 above if the infringement or claim is based in whole or in part upon (a) a product not of GE's manufacture; (b) a product manufactured to Customer's design; (c) a modification of the product not introduced or approved in writing by GE; or (d) the interconnection or use of the product in combination with equipment, software or other devices not made or supplied by GE. As to any such product, modification, or use in such combination, GE assumes no liability whatsoever for patent infringement and Customer shall hold GE harmless against any infringement claims arising therefrom.

3. SHIPPING AND DELIVERY; TITLE

3.1 Delivery of products will be made FCA GE's facility (Incoterms 2000). Title to products shipped by GE from the United States shall pass to Customer immediately after each item departs from the territorial land, seas, and overlying airspace of the United States. Title to all other products shall pass when the product is made available for shipment at the point of shipment. Title to services shall pass pro rata as the services are performed.

3.2 Unless otherwise agreed by the parties in writing:

- (a) GE shall determine the method and routing of all deliveries;
- (b) delivery dates and times are approximate and based on (i) prompt receipt by GE of all information necessary to permit GE to proceed with work immediately and without interruption, (ii) Customer's compliance with the payment terms, (iii) prompt receipt by GE of all evidence GE may request that any required export or import license, as applicable, is in effect;
- (c) the prices for the products include only GE's usual quality processes, systems, and tests; and
- (d) partial deliveries shall be permitted.

3.3 Products shall be prepared, packed and shipped by or on behalf of GE in accordance with good commercial practices unless otherwise agreed by the parties. A complete packing list shall be enclosed with all shipments. Customer agrees to reimburse GE for any costs for any non-standard packing, marking or shipping directions contained in the purchase order.

4. PAYMENTS AND FINANCIAL CONDITION

4.1 Unless otherwise agreed by the parties in writing, the following payment terms shall apply: (a) payments shall be due without setoff net thirty (30) days from the date of invoice; (b) payment shall be in US Dollars or in other currency as set forth in GE's quote; (c) payment for international transactions outside the US, EU, and Canada will be per documentary Letter of Credit; and (d) payment for product shall become due pro rata as shipments are made and payment for services shall be due as services are performed. Payment shall be made to GE's address as shown on its invoice.

4.2 Customer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue, and Customer shall pay, indemnify and save GE harmless from any and all costs and expenses of GE's collections efforts including reasonable attorney's fees, and costs associated with compromises and judgments arising therefrom. GE retains a security interest and right of possession in the articles until Customer makes full payment, and Customer agrees to sign documentation at GE's request as reasonably necessary to perfect such interest.

4.3 Unless provided otherwise in GE's quote, fifty percent (50%) of any non-recurring engineering charges ("NRE") shall be due and payable at acceptance of the purchase order or contract execution. The balance of such NRE (the "NRE Balance") shall be due and payable within thirty (30) days after completion of the NRE work. In the event of a cancellation of the NRE contract or purchase order after commencement but prior to completion of NRE work, GE shall be entitled to payment of a percentage of the NRE Balance equal to the percentage of NRE work completed prior to cancellation, as reasonably determined by GE. All NRE charges are nonrefundable.

4.4 Any requests for changes shall apply only if GE and Customer agree in writing on the specifications of the change and the corresponding changes to pricing and/or schedule.

4.5 If at any time GE determines that Customer's financial condition does not justify continued performance on the terms of payment previously agreed upon, GE may require full or partial payment in advance or shall be entitled to suspend work or terminate the agreement without liability therefor. In the event of the insolvency of Customer or in the event any proceeding is brought by or against Customer, voluntarily or involuntarily, under the bankruptcy or insolvency laws, GE shall be entitled to suspend work or terminate the agreement without liability therefor.

5. TAXES AND DUTIES

5.1 Customer shall pay, or reimburse GE for, the gross amount of any present or future sales, use, excise, income, value-added or other similar tax applicable to the price, sale or furnishing of any services or products hereunder, or to their use by GE or Customer, or Customer shall provide GE with evidence of exemption acceptable to the taxing authorities.

5.2 Unless otherwise indicated on GE's quotation, prices quoted do not include any value-added tax (VAT), export/import duties, customs fees or brokerage fees, all of which shall be the responsibility of Customer.

6. LIMITATIONS OF LIABILITY

6.1 GE'S LIABILITY FOR ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE, OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR THESE TERMS AND CONDITIONS, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY PRODUCTS OR SERVICES COVERED BY OR FURNISHED UNDER THE CONTRACT OR ANY EXTENSION OR EXPANSION THEREOF (INCLUDING REMEDIAL WARRANTY EFFORTS), SHALL, IN THE AGGREGATE, IN NO CASE EXCEED THE CONTRACT PRICE OF THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. EXCEPT AS TO TITLE TO ANY PRODUCTS FURNISHED, ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD.

6.2 IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE, OR OTHERWISE, SHALL GE, ITS EMPLOYEES OR SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF ANY PROPERTY, COST OF CAPITAL, COST OF PURCHASED POWER, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF THE CUSTOMER'S CUSTOMERS FOR SUCH DAMAGES, EVEN IF GE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CUSTOMER WILL INDEMNIFY GE, ITS EMPLOYEES AND SUPPLIERS AGAINST ANY SUCH CLAIMS FROM THE CUSTOMER'S CUSTOMERS. IF THE PRODUCTS OR SERVICES BEING PROVIDED BY GE WILL BE FURNISHED BY THE CUSTOMER TO A THIRD PARTY BY CONTRACT OR RELATE TO A CONTRACT BETWEEN CUSTOMER AND A THIRD PARTY, CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING GE AND ITS SUPPLIERS THE PROTECTION OF THIS SUBSECTION AND THE PRECEDING SUBSECTION.

6.3 The products licensed or sold hereunder are not intended for use in any nuclear facility or application, or any life-support equipment or other application where failure of the products could lead directly to death, personal injury or severe physical or environmental damage. If so used, GE disclaims all liability for any damages arising as a result of the hazardous nature of the application in question, including but not limited to nuclear or environmental damage, injury or

contamination, and Customer shall indemnify, hold harmless and defend GE, its officers, directors, employees and agents against all such liability, whether based on contract, warranty, tort (including negligence), strict liability, or any other legal theory, regardless of whether GE had knowledge of the possibility of such damages.

6.4 If GE furnishes Customer with advice or assistance concerning any products or systems which is not required pursuant to the agreement, the furnishing of such advice or assistance will not subject GE to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

7. EXCUSABLE DELAYS

GE shall not be liable for breach of its obligations hereunder to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including but not limited to acts of God, acts (or omissions) of Customer or its suppliers or representatives, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war, terrorism, riot, delays in transportation, or inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities, including any vendor's alleged infringement of third party intellectual property rights. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay. In the event GE is delayed by acts of Customer or by prerequisite work by other contractors or suppliers of Customer, GE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

8. EXPORT

If Customer exports (or reexports), directly or indirectly, any products or technical data supplied hereunder or any portion thereof, it is Customer's responsibility to assure compliance with U.S. and other applicable export control laws and to obtain any required licenses or approvals in its own name. Customer is also responsible for the accuracy and completeness of any information or certification provided by Customer for purposes of export control compliance.

9. U.S. GOVERNMENT CONTRACTING

In the event that Customer elects to sell products or services provided hereunder to the U.S. Government or to a prime contractor selling to the U.S. Government, Customer does so solely at its own option and risk, and agrees not to obligate GE as a subcontractor other than under the provisions of FAR 52.244-6, Subcontracts for Commercial Items. Customer remains solely and exclusively responsible for compliance with all other statutes and regulations governing sales to the U.S. Government. GE makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes and regulations, including without limitation DFAR 252.225-7014, Alt. 1, Preference for Domestic Specialty Metals, other than those contained herein. With respect to Equal Employment Opportunity/Affirmative Action requirements, GE represents that it complies with the following FAR clauses:

FAR CLAUSE	TITLE
52.222-21	Prohibition of Segregated Facilities
52.222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Affirmative Action for Workers with Disabilities

Use, duplication or disclosure of GE software and GE technical data by the U.S. Government is subject to the terms regarding limited rights as set forth in the Rights in Technical Data and Computer Software of DFAR 252.227-7013, subdivision (b)(3) and with respect to technical data as set forth in Technical Data—Commercial Items, DFAR 252.227-7015.

10. CANCELLATION; RESCHEDULING

10.1 Cancellation-Standard Products. Customer may cancel its order for a standard product only if, prior to the shipment date requested in its purchase order, Customer: (a) provides GE with written notice of the order cancellation; and (b) agrees to pay GE the cancellation fee

for each cancelled product. Unless the parties agree otherwise, the cancellation fee shall be as follows:

Number of days prior to the scheduled shipment date that notice of cancellation is received by GE:	Cancellation charge per unit (expressed as percentage of the catalog price):
more than 90 days	25%
61-90 days	50%
31-60 days	75%
within 30 days	100%

10.2 Rescheduling-Standard Products. Customer may delay the shipment of a standard ordered product only if, prior to the shipment date requested in its purchase order, Customer: (a) provides GE with written notice of the delay; (b) has not previously delayed shipment of such products; and (c) if the notice of the delay is less than ninety (90) days prior to the shipment date requested in Customer's purchase order, and/or if the duration of the delay is to exceed one hundred eighty (180) days, agrees to pay GE for inventory and material handling and storage charges equal to two percent (2%) of the total price of the affected products for each month of such delay. However, in no event may the shipment be delayed for longer than eighteen (18) months.

10.3 Custom products or Last-Time Buys for End of Life (EOL) Products. Notwithstanding the foregoing, orders for custom products or for last-time buys for end of life (EOL) products may not be cancelled, rescheduled, or returned. A "custom product" is any non-standard product developed by GE under a special agreement or any product not appearing in GE's standard product catalog.

11. GENERAL PROVISIONS

11.1 These Conditions of Sale, along with any terms and conditions or documents referenced herein, contain the complete agreement between the parties, and no modification, amendment, rescission, waiver or other change will be binding on GE unless agreed to in writing by GE's authorized representative. The terms "herein," "hereof," "hereunder," and the like shall refer to this agreement as a whole. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on GE. The invalidity, in whole or part, of any sections or subsections hereof shall not affect the remainder of such section or subsection or any other section or subsection hereof.

11.2 This Agreement shall be governed by the laws of the State of New York without regard to its conflict of law provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

11.3 GE reserves the right to subcontract any of its work to one or more subcontractors.

11.4 Customer may not assign any of its rights, duties, or obligations hereunder without GE's prior written consent.

11.5 This Agreement is not intended to create any rights of enforcement on any third party (other than permitted assignees to whom the agreement is actually assigned).

11.6 Customer shall not transmit to GE any information, suggestions, or ideas claimed by Customer to be confidential except pursuant to a writing, signed by an authorized representative of GE, which identifies such information and addresses its confidentiality.

11.7 Where Customer is within the European Union, it shall comply with its applicable national Data Protection rules compliant with EU directives relating to the disclosure, usage and storage of personal data received from GE under or in connection with this Agreement. Where Customer is not within the European Union, Customer agrees that any personal data and information belonging to employees, agents, sub-contractors or directors working or acting on behalf of GE and received under or in connection with this agreement, shall: (a) only be used in conjunction with this agreement; (b) shall not be passed to third parties; and (c) shall be removed from any media storage devices and otherwise destroyed immediately upon expiry, completion or cancellation of this agreement.

11.8 Customer agrees that detailed personal data regarding

Customer is being stored and processed in a central data center under the responsibility of GE Intelligent Platforms, Inc., Charlottesville, in the United States of America and may therefore be transferred outside of the European Union and – if applicable – is being held jointly with other Customer data available within GE or its affiliates. The data may be used for the purpose of marketing research about products and services of GE, exclusively by GE, its affiliates and/or its official sales channels. Information on the stored data can be obtained and consent can be withdrawn at any time – a simple notice to GE is sufficient.

11.9 The following shall apply only to those transactions **where GE is a Canadian entity**, notwithstanding anything to the contrary herein:

(a) This Agreement shall be governed by the laws of the Province of Ontario, Canada.

(b) **All references to “WARRANTY” and “WARRANTIES” contained in Section 1.1 shall be deemed to include both warranties and conditions.**

(c) The interest rate referred to in Section 4.2 shall be deemed to be eighteen percent (18%) per annum or the highest rate permitted by the laws of Ontario, whichever is less.

11.10 The following shall apply only to those transactions **where GE is an Asian entity**, notwithstanding anything to the contrary herein:

(a) This Agreement shall be governed by the laws of the country where the selling GE entity is located.

11.11 The following shall apply only to those transactions **where GE is a European entity**, notwithstanding anything to the contrary herein:

(a) This Agreement shall be governed by the laws of England and Wales.

(b) The U.K. Contracts (Rights of Third Parties) Act, as amended, is hereby excluded.

(c) If Customer resides in the U.S., Customer agrees to abide by the Safe Harbor framework as established by the U.S. Department of Commerce governing the disclosure, usage and storage of personal data received from European Union-based companies.

(d) Payment shall be made in the following currency, or in other currency as set forth in GE’s quote: (i) Euros; except (ii) where GE is a U.K. entity, British Pounds Sterling.

(e) The interest rate referred to in Section 4.2 shall be deemed to be: (i) seven percentage points above the European Central Bank base rate as determined on the latest previous 1 January or 1 July; except (ii) where GE is a U.K. entity, eight percentage points above the Bank of England base rate established on the latest previous 31 December or 30 June.

1/15/2010