

These Terms and Conditions, together with any issued Purchase Agreement documents, shall jointly govern the purchase of the Product(s) and Services delivered by CRYSTAL to BUYER.

CRYSTAL reserves the right to modify these Terms and Conditions from time to time. All of these Terms and Conditions shall apply to the delivery of both Product(s) and Services unless the application to one or the other is specified.

1. DEFINITIONS

The following terms shall have the meaning as assigned below;

"Affiliate" shall be any company or entity (i) controlling; (ii) controlled by; or (iii) under common control with BUYER, or CRYSTAL. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to a person or entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise, or select a majority of the Board of Directors of such person or entity.

"Business Day" shall be a day on which CRYSTAL is ordinarily open for business.

"BUYER" shall be the company receiving the Purchase Agreement, and other associated documents from CRYSTAL, or any of BUYER's Affiliate issuing a Purchase Order, or otherwise contracting with CRYSTAL in respect to the Product(s) and/or Services.

"CRYSTAL" shall be the d/b/a name for Crystal Computer Corporation, a State of Georgia Corporation, 4550 River Green Parkway, Suite 220, Duluth, GA 30096, and any Affiliate delivering Product(s) or Services to BUYER.

"Deliverables" shall be the Product(s) and/or Services delivered by CRYSTAL to BUYER according to the SOD.

"Delivery" or **"Delivered"** shall be the act of delivering or distributing the Products and/or Services to the BUYER at the designated Place of Delivery by the Delivery Method, according to the SOD, and completion of the SAT.

"Delivery Date" shall be the date determined by CRYSTAL and BUYER in the SOD and shall be reaffirmed in the BUYER's Purchase Order.

"Delivery Method" means the way of delivering the Products and Services as specified in the SOD and confirmed by BUYER's Purchase Order.

"Due Date" shall be the date of the SAT in the case of CRYSTAL Product(s), representing the complete fulfillment of the SOD and verified in the BUYER's Purchase Order.

"Proposal" shall be a document provided by CRYSTAL to BUYER wherein CRYSTAL has described Product(s) and/or Services to be provided to BUYER, which are designed to serve a specific purpose in benefit to BUYER with features which enable desired outcomes mutually agreed by CRYSTAL and BUYER to be optimum.

"Place of Delivery" shall be the location where the Product(s) are to be installed, or Services to be performed by CRYSTAL according to the SOD and in the BUYER's Purchase Order.

"Product(s)" shall be the Software Applications licensed to BUYER by CRYSTAL as defined in the SOD and in the BUYER's Purchase Order.

"Purchase Agreement" jointly shall only be the following CRYSTAL documents; (i) Terms and Conditions of Sale, (ii) Proposal, (iii) Quote, (iv) SOD, (v) SAT, and (vi) the BUYER's Purchase Order if required.

"Purchase Order" shall be the document issued by BUYER, affirming the Purchase Agreement, or a sale agreement, or contract to purchase mutually agreed upon by BUYER and CRYSTAL.

"Purchase Price" shall be the dollar amount specified in the CRYSTAL Quote, and affirmed by the BUYER's Purchase Order.

"Quote" shall be a document provided by CRYSTAL to BUYER wherein CRYSTAL has specifically described Product(s) and/or Services to be sold to BUYER and the pricing associated therewith.

"Service(s)" shall be the CRYSTAL Service(s) specified in the CRYSTAL Quote and SOD, and referred to in the BUYER's Purchase Order.

"Services Location" shall be the location as specified in the Purchase Agreement where CRYSTAL shall perform the Services.

"Site Acceptance Test" or **"SAT"** shall be the Delivery Date, and the date on which CRYSTAL's Production Department shall turn the Product(s) over to BUYER as fully delivered, and to be subsequently managed by CRYSTAL's Service Department for; service, maintenance, and support during the warranty period, and prior to BUYER's purchase of an extended service plan.

"Statement of Delivery" or **"SOD"** shall be the CRYSTAL document

provided to BUYER defining the Product(s), and Services to be delivered, method of delivery, and timeline as proposed and quoted by CRYSTAL affirming expectations as mutually defined by CRYSTAL and BUYER.

"Terms and Conditions" shall be these CRYSTAL Terms and Conditions of Sale, as written and provided to BUYER.

"Warranty or Warranties" shall be the warranties provided by CRYSTAL to BUYER under these Terms and Conditions together with any warranties imposed by law.

2. AGREEMENT AND ACCEPTANCE

CRYSTAL agrees to sell and BUYER agrees to purchase the Deliverables as specified in the Purchase Agreement. BUYER's issuance of a Purchase Order shall acknowledge BUYER's acceptance of these Terms and Conditions and the Purchase Agreement, are deemed read, understood, and unconditionally accepted. Any additional, inconsistent or conflicting terms and conditions that BUYER seeks to impose including any attached to the BUYER's Purchase Order or other written correspondence are not applicable to the Purchase Agreement.

3. LICENSE APPLICATIONS; PRODUCTS & SERVICES

All Software Applications, or Products ("Products") sold, shall be considered to be non-exclusive licenses for use by BUYER only, and the services associated with the delivery thereof ("Services"); implementation, configuration, and commissioning of Products, shall be considered the Confidential Information of CRYSTAL, as hereinafter defined, to any company or entity ("BUYER") purchasing products or services furnished only according to these terms and conditions ("Terms and Conditions of Sale"), and the details written in any proposal or quotation, on which they are attached, appended, included or referenced to the exclusion of any BUYER terms and conditions in any specific order documentation, preprinted or otherwise, except as to identification and quantity of Products.

For absolute clarity and to remove all doubt; any additional or different terms and conditions proposed by BUYER, whether proposed in advance or incorporated in a purchase order are hereby rejected, and shall have no effect despite any usage of trade or course of performance, unless an authorized representative of CRYSTAL and BUYER have executed a separate written agreement. CRYSTAL's acceptance of any order or performance of any contract is expressly conditional on BUYER's agreement to these Terms and Conditions of Sale, and in the absence of said agreement shall not create any contractual obligation, and shall not be construed as CRYSTAL's acceptance of any proposed BUYER's terms and conditions. BUYER's acceptance of Delivery, using or paying for any CRYSTAL Product or Service shall constitute BUYER's unqualified acceptance of these Terms and Conditions of Sale.

If this Purchase Agreement is a U.S. Government subcontract, U.S. Government clauses which provide rights, benefits or protections to BUYER shall equally apply to provide the same rights, benefits or protections from BUYER to CRYSTAL. In all other respects these Terms and Conditions of Sale shall govern BUYER's relationship with CRYSTAL.

4. PRICES

CRYSTAL's prices for Products and Services are subject to the following: (a) All CRYSTAL prices ("Prices") are for Products and Services only, and exclude technical data, proprietary information, patent rights, qualification, environmental or other than CRYSTAL's standard tests, and other than CRYSTAL's normal domestic commercial packaging, unless expressly agreed to in writing by CRYSTAL. CRYSTAL may change all published Prices without notice. (b) BUYER may at any time request changes to an existing order, but CRYSTAL shall not be obligated to proceed with such change unless and until BUYER provides its written agreement to CRYSTAL changes in the Price or delivery schedule according to a mutually agreed upon Change Order, or by mutual agreement to a modification of the SOD by CRYSTAL and BUYER. (c) Prices exclude and BUYER is responsible for all ordinary and necessary charges incidental to the sale incurred by CRYSTAL and billed by CRYSTAL to BUYER, including without limitation all charges for taxes (sales, use, excise, value-added, service or other similar taxes), license fees, customs fees, duties, insurance and other charges and costs related to transportation and special packaging requested by BUYER, if any. If CRYSTAL advances any of these costs on behalf of BUYER, the BUYER shall pay or reimburse CRYSTAL for these charges and costs, and CRYSTAL may adjust the total price to BUYER to include these charges and costs. If BUYER asserts that any transaction under the Purchase Agreement is tax exempt, BUYER shall provide to CRYSTAL a tax or levy exemption certificate acceptable to the taxing or levying authority. (d) Published weights and dimensions are approximate only, and manuals are the latest available or applicable

version. (e) Prices in any Quotation shall be good for no more than thirty (30) days from the date on the quotation, and are only fair estimates of any Product or Services until a definitive SOD has been executed by CRYSTAL and BUYER.

5. TERMS OF PAYMENT

UNLESS CREDIT IS GRANTED, OR OTHER TERMS AGREED UPON BY CRYSTAL, PAYMENT IS DUE AT TIME OF ORDER, OR PRIOR TO SHIPMENT ACCORDING TO THE FOLLOWING: (a) Upon acceptance of any order CRYSTAL shall invoice BUYER for Fifty (50) percent of the purchase price as agreed in the final Quotation and SOD; (b) the remainder shall be invoiced upon delivery of the Product or Service. Any additional costs for, delivery, implementation, configuration, commissioning, or change orders; shall be separately invoiced upon completion of the SAT.

The price of each Product and Service is based upon the payment schedule set forth in CRYSTAL's Quotation. All payments for Products released and shipped on approved credit accounts shall be due in full no more than thirty (30) days from date of shipment of Products, or completion of Services and upon submission of invoices unless otherwise provided. CRYSTAL may require payment at time of order, before shipment or payment secured by an irrevocable letter of credit or a bank guarantee from a financial institution with terms acceptable to CRYSTAL. If payment is made by letter of credit, all costs of collection are for BUYER's account. Any alternative payment schedule and resulting price change must be preapproved in writing by CRYSTAL.

BUYER's failure to comply with any of the above is a fundamental and material breach of the Purchase Agreement. Past due balances shall be subject to a service charge of One and one-half (1.5%) per cent per month, but not to exceed the maximum amount permitted by applicable law. BUYER's failure to remit payment when due, or an arrearage in BUYER's account, or if CRYSTAL discovers BUYER to be insolvent shall entitle CRYSTAL to cancel, delay or suspend deliveries of Products and performance of any Services, including warranty Services, in whole or in part, until CRYSTAL receives all due payments in full.

CRYSTAL may waive any default without waiving any prior or subsequent default. If CRYSTAL brings legal action to collect delinquent accounts, BUYER shall pay all costs of collection including reasonable attorneys' fees and costs of suit. Until BUYER has paid for Products in full, CRYSTAL retains a purchase money security interest or similar lien or right of repossession in all Products shipped to BUYER, or, if required by law in some countries, CRYSTAL retains title in Products solely as a security interest for the purpose of repossession or recovery of Products if the BUYER defaults on payment. BUYER shall execute all documents and make filings or recordings as requested by CRYSTAL for the perfection or other protection of CRYSTAL's security interest or lien in Products.

CRYSTAL shall retain all rights, title and interest to any Product, and shall only release the non-exclusive use license to BUYER after full payment has been received, including the right to suspend performance of any Product for non-payment.

6. TRANSPORTATION AND RISK OF LOSS

Unless otherwise mutually agreed in writing, delivery of Products ("Delivery") occurs and risk of loss or damage to Products shall pass to BUYER when CRYSTAL tenders Products to BUYER, or BUYER's designated carrier in accordance with Incoterms 2010 Free Carrier (FCA), or F.O.B. at CRYSTAL's plant from which the Products are shipped Universal Commercial Code ("UCC"), with BUYER (or CRYSTAL on BUYER's behalf) arranging for the carrier, transportation and insurance, and export clearance as applicable, all at BUYER's expense. In the absence of mutual written agreement to such terms, Delivery shall be Ex Works (EXW) from CRYSTAL's premises (Incoterms 2010). For prior written and agreed destination shipping terms, the risk of loss or damage to Products shall pass to BUYER upon arrival of the carrier at BUYER's dock, or designated airport of destination.

CRYSTAL may arrange shipments to be either freight collect or freight prepaid with charges invoiced to BUYER. CRYSTAL may insure to full value of Products at BUYER's expense or declare full value to the carrier at time of shipment. BUYER shall visually inspect Products upon receipt, and be responsible for filing with the carrier all claims of damage, concealed or external, with a copy to CRYSTAL. BUYER's failure to so inspect Products, complete and return to CRYSTAL an inspection certificate shall be a waiver of its rights to claim incorrect or incomplete Delivery of Products. Title to the Products shall pass to BUYER upon Delivery as specified above.

7. FORCE MAJEURE

CRYSTAL shall not be liable for any delay in Delivery or other performance which is due to unforeseen circumstances, or to causes beyond its control, including, without limitation, strike, lockout, fire,

flood, earthquake, weather, natural disasters, disease, pandemic, act of God, accident, insurrection, riot, war (declared or undeclared), terrorists, explosion, failure or breakdown of components necessary to order completion; supplier, subcontractor or BUYER caused delays; inability to obtain, or substantial rises in the prices of, supplies, labor, materials or manufacturing facilities; curtailment of or failure to obtain sufficient electrical or other energy supplies; technical difficulties; or compliance with any governmental law, regulation, or order, including but not limited to Canadian or U.S. Export Laws and regulations as described below.

Unless the delay is material or indefinite (defined as exceeding six (6) months after notice), performance shall be deemed suspended during and extended for the time it is so delayed, and after the delay has ended the BUYER shall accept continued performance. In the interest of conservation of scarce materials, and efficient use of high value parts and components, CRYSTAL may substitute remanufactured parts and components which will meet the same quality standards as other materials and are covered by the same warranty applicable to new parts and components.

CRYSTAL may, in its sole discretion and without notice to BUYER, discontinue any Product, introduce new Products, alter or incorporate changes to the configuration of any Products, including models and part numbers previously delivered to BUYER, which will meet the same quality standards as Products previously delivered.

8. ACCEPTANCE

The Delivery of a Product by CRYSTAL to the BUYER shall constitute acceptance of that Product by BUYER, and final acceptance is deemed to have occurred upon Delivery and completion of a SAT by CRYSTAL, unless notice of defect or nonconformity is received by CRYSTAL in writing within ten (10) days of Delivery; provided that, for Products for which CRYSTAL has agreed in writing to perform acceptance testing after installation at BUYER's facility or via remote access or at CRYSTAL's facility by a CRYSTAL Certified Production Engineer ("CPE"), the completion of CRYSTAL's applicable acceptance tests, or execution of CRYSTAL's acceptance form, SAT, by BUYER, shall constitute final acceptance of the Product by BUYER.

Notwithstanding the above, any use of a Product by BUYER, its agents, employees, contractors or licensees, for any purpose, other than acceptance testing if applicable, after its receipt, shall constitute acceptance of the Product by BUYER. If BUYER provides CRYSTAL with a detailed written description of perceived defect or nonconformity any time before acceptance, CRYSTAL may use commercially reasonable efforts to remedy the defect, and repeat acceptance testing if applicable, or, at its option, repair or replace defective or nonconforming parts. BUYER's sole remedies after acceptance are provided in CRYSTAL's standard Warranty.

9. ASSIGNMENTS AND TERMINATIONS

General: BUYER shall not assign its rights nor delegate its requirements under or related to the Purchase Agreement without the prior written consent of CRYSTAL. All purported assignments of rights or delegations of requirements without CRYSTAL's prior written consent are prohibited and are void from the outset, and have no legal force or binding effect whether voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner.

No BUYER Purchase Order may be canceled, terminated or modified by BUYER, nor shall shipment be rescheduled or postponed by BUYER, unless by mutual agreement in writing. Any attempt to do so without CRYSTAL's written consent shall result in additional costs to BUYER.

Termination for Default: If BUYER notifies CRYSTAL of its intent to terminate the: Purchase Agreement, in whole or in part, for alleged non-conformity, default or material breach of contract, BUYER shall specify its reasons in a written statement of all defects on which BUYER proposes to rely. Within fifteen (15) days of receiving such notice, CRYSTAL may submit a plan to cure the alleged breach and shall be allowed additional time in which to implement the plan. If termination for default occurs, and after such termination it is determined that CRYSTAL was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as under Termination for Convenience.

Termination for Convenience: Before the scheduled shipment date, and conditioned upon BUYER or BUYER's customer having terminated its Purchase Agreement with BUYER for convenience, BUYER may request termination of the Purchase Agreement, or cancellation of Delivery for its convenience only upon written notice to CRYSTAL and payments to CRYSTAL as follows.

Termination Charges: In all cases, including Termination for Default, BUYER shall pay CRYSTAL: (1) the applicable Purchase Agreement costs for any and all pre-delivery requirements performed by CRYSTAL, and Products completely manufactured and allocable to

BUYER at the time CRYSTAL receives notice of termination; and (2) all costs, direct and indirect, incurred by CRYSTAL with regard to Products not completely manufactured at the time CRYSTAL receives notice of termination.

Upon Termination for Convenience, whether before or after Delivery, BUYER shall pay CRYSTAL additional settlement and termination charges determined solely by CRYSTAL to cover reasonable costs of processing, order handling, shipping, retesting, repackaging and a pro rata portion of normal profit on the Purchase Agreement, and all other Products affected by the termination.

CRYSTAL may use its normal accounting practices to determine costs and other charges. To reduce termination charges, CRYSTAL will divert completed parts, material or work-in-process from terminated Purchase Agreements to other customers whenever CRYSTAL determines in its sole discretion it is practicable to do so.

If BUYER asks to reschedule or postpone shipment, CRYSTAL may consent on the conditions that BUYER (a) compensates CRYSTAL for any resulting costs (including but not limited to storage costs) and (b) gives written notice of its request at least ten Business Days (10) days before the scheduled shipment date.

Termination for Impossibility: CRYSTAL is excused from liability for damages when its failure to perform any of its obligations is due to an impediment beyond its control or performance has been delayed or made impracticable by the occurrence of a contingency the non-occurrence of which was a basic assumption of the Quotation, SOD and on which the Purchase Agreement was made. Impediments include, but are not limited to, changes in costs or other economic conditions, the need to allocate production and deliveries among customers, and unreasonable difficulty or expense to manufacture. If, by reason of any such impediment or force majeure, such that performance of the Purchase Agreement is delayed or becomes impossible, CRYSTAL shall so notify BUYER, and if BUYER fails to modify the Purchase Agreement within a reasonable time not exceeding thirty (30) days, the Purchase Agreement shall terminate without liability to BUYER with respect to any deliveries affected.

10. INFRINGEMENT ON PATENTS AND INTELLECTUAL PROPERTY

CRYSTAL shall, at its expense, settle or defend any proceeding or claim against BUYER alleging, as of the date of Delivery, CRYSTAL's design or manufacture of any product furnished in CRYSTAL's commercial line of Products, or manufactured to specifications set by CRYSTAL, infringes any patents or other intellectual property rights of a third party in the United States, Canada, Japan or the European Community country in which the BUYER takes Delivery of the Product, or in another country where BUYER takes Delivery of the Product, if CRYSTAL agrees in writing to include such a country. CRYSTAL shall pay any settlement obtained by CRYSTAL or finally awarded against BUYER as a result of this type of proceeding or claim, on condition that BUYER gives CRYSTAL written notice of the proceeding or claim within thirty (30) days after BUYER becomes first aware of it, gives CRYSTAL, at its expense, the sole right to control its defense or settlement and all related settlement negotiations, and provides all reasonable information and assistance requested by CRYSTAL to handle its defense or settlement.

Injunctions: If the Product is held infringing or CRYSTAL reasonably believes the Product may infringe third party rights, and its use is or may be enjoined as a result of any lawsuit or proceeding, CRYSTAL may, at its own expense and sole option (a) procure the right to continue using the Product; (b) replace the infringing Product or part with a non-infringing product or part; (c) change the infringing Product to be non-infringing; or (d) refund amounts paid by BUYER, not to exceed the purchase price, for the infringing Product or part, less reasonable depreciation, in exchange for return of the affected Product or part.

Exceptions: BUYER shall be liable for and shall hold CRYSTAL harmless from claims arising from or related to (a) BUYER's costs and expenses of defending or settling or paying claims without CRYSTAL's prior written consent; (b) use or combination of Products with equipment, products or processes not designed, manufactured or furnished by CRYSTAL; (c) Products or components of Products manufactured or modified in compliance with BUYER's designs, specifications, requests or instructions; (d) the combination or use of Products with any other product, process, application, material or system not manufactured and furnished by CRYSTAL; (e) infringement of any patent claims covering a method or process in which such Products may be used; (f) modification of any Product made by someone other than CRYSTAL without CRYSTAL's prior written consent; and (g) versions of Products not up to date with the latest version if infringement could have been avoided by use of the latest version of Products available from CRYSTAL. **CRYSTAL MAKES NO OTHER WARRANTIES OF INFRINGEMENT, EXPRESS OR**

IMPLIED, AND IN ANY CIRCUMSTANCE RELATING THERETO, SHALL NOT BE LIABLE TO BUYER FOR MORE THAN THE AMOUNT PAID BY BUYER FOR AN INFRINGING PRODUCT. THIS SECTION STATES CRYSTAL'S ENTIRE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT OF THIRD PARTY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS BY PRODUCTS.

11. WARRANTY

CRYSTAL warrants its Products, parts and accessories manufactured and sold to the original BUYER purchaser are free from defects in material and workmanship, and in substantial compliance with operational features of CRYSTAL's published specifications for the applicable Product at the time of sale. CRYSTAL's warranty shall begin upon shipment from CRYSTAL, and continue for the period of time specified on CRYSTAL's Quotation or agreed to in a separate writing by CRYSTAL.

CRYSTAL's standard applicable warranties are incorporated by this reference. If no period of time is stated or agreed, or if warranty is for Services, then the warranty period is limited to twelve (12) months from the date Products are shipped, or Services are performed by CRYSTAL. Repaired or replaced Products, parts or accessories, including major repairs or rebuilt Products, are warranted only for the unexpired portion of the original warranty period for the Product when sold. Minor repairs are not warranted. Warranty for repairs is limited to material and workmanship on the repaired or replaced portion of the Product.

Remedies: If CRYSTAL receives written notice from BUYER of a material failure to conform to any of these warranties within the warranty period specified for that warranty, and properly returns affected Products, CRYSTAL will repair or at its sole option replace any defective Products, parts or accessories. These are BUYER's sole and exclusive remedies under warranty. If in CRYSTAL's opinion repair or replacement is not feasible, or if these remedies cannot be achieved using commercially reasonable means, CRYSTAL may, at its option, refund or credit a portion of any sum paid by BUYER for non-conforming or defective Products, parts or accessories in exchange for their return to CRYSTAL.

Exclusions: CRYSTAL's warranties are void and shall not apply to the extent malfunction is caused, as reasonably determined by CRYSTAL, by (a) accident, abuse, alteration, misuse, neglect; (b) failure to use Products under normal operating conditions or environment, or within CRYSTAL specified ratings, or according to any CRYSTAL operating instructions; (c) lack of routine care or improper maintenance, storage or use; (d) failure to comply with any operating or maintenance instructions; (e) failure to use or take any proper precautions under the circumstances; (f) user modification of Products; (g) latent defects discovered after expiration of the applicable warranty period; and (h) equipment, accessories or components furnished by other suppliers and not provided by CRYSTAL as its standard product offerings.

CRYSTAL may from time to time sell experimental, developmental or special application products, or products with a life test requirement ("R&D Product"); any such R&D Product shall be noted in writing by CRYSTAL in any Quotation and SOD, and are sold without warranty. **IN SUCH CASE, CRYSTAL WARRANTS THAT THE PRODUCTS MEET APPLICABLE SPECIFICATIONS WHEN SHIPPED BY CRYSTAL BUT CRYSTAL SHALL HAVE NO OTHER OR FURTHER RESPONSIBILITY THEREFOR, WHATSOEVER. THESE LIMITED WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OR OBLIGATIONS AS TO CONFORMITY OF THE GOODS, EXPRESS OR IMPLIED, RELATED TO PRODUCTS AND SERVICES. CRYSTAL DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, USE, OR APPLICATION, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ARISING IN FACT OR BY OPERATION OF LAW OR EQUITY, STATUTORY OR OTHERWISE.**

12. WARRANTY REPLACEMENT AND ADJUSTMENT

All claims under warranty must be made promptly after occurrence of circumstances giving rise to the claim, be received within the applicable warranty period by CRYSTAL or its authorized representative, and include Product type and serial numbers, and a full description of circumstances giving rise to the claim. Before any Products are returned for repair or adjustment, BUYER shall obtain written authorization from CRYSTAL or its authorized representative for the return, and instructions as to how and where these Products should be shipped. Any Product returned to CRYSTAL for examination shall be sent prepaid via the means of transportation CRYSTAL indicates as acceptable. CRYSTAL reserves the right to reject any warranty claim not promptly reported, and any warranty claim on any item that has been altered, or has been shipped by unacceptable means of transportation. When any Product is returned for examination and inspection, or for any other reason, BUYER shall be responsible for all damage resulting from improper

packing or handling, and for loss in transit, notwithstanding any defect or nonconformity in the Product. In all cases CRYSTAL has sole responsibility for determining the cause and nature of failure, and CRYSTAL's determination shall be final. If the Product has been returned without cause and is still serviceable, CRYSTAL will notify BUYER and return the Product at BUYER's expense, and CRYSTAL may, in its sole discretion, charge for testing and examination of Products so returned.

13. DAMAGES AND LIABILITY

CRYSTAL'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY CRYSTAL FOR THE PRODUCT OR SERVICE FURNISHED, OR TO BE FURNISHED, AS THE CASE MAY BE, RESULTING IN THE LOSS OR DAMAGE CLAIMED. IN NO EVENT SHALL CRYSTAL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR EXEMPLARY LOSS OR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST BUSINESS REVENUE, LOST PROFITS, COSTS OF DOWNTIME OR LOSS OF USE RESULTING FROM CRYSTAL'S PRODUCTS OR SERVICES, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

BUYER expressly waives any rights of rescission, cancellation or revocation of acceptance with respect to delivered Products. Liability to third parties for bodily injury, including death, resulting from Products is not affected by the liability limitations stated in this Section.

14. INSURANCE

Without limiting CRYSTAL's liability under the Purchase Agreement, CRYSTAL shall obtain and maintain from solvent and reputable insurers, the following insurance policies: a.) Public and products liability insurance for any loss or occurrence from the date of the Purchase Agreement until the time when CRYSTAL has complied with all of its obligations under the Purchase Agreement; b.) If Services are being provided, professional liability insurance from the date of the Purchase Agreement until CRYSTAL has complied with all obligations under the Purchase Agreement; and c.) Where Product(s) are to be delivered to the Place of Delivery, third party motor vehicle insurance from the date of the Purchase Agreement until completion of all obligations under the Purchase Agreement). Upon BUYER's request, CRYSTAL will provide written evidence that any such insurance is in place.

15. DISPUTES/ARBITRATION

The parties shall resolve any dispute, controversy or claim of any kind arising out of or relating to the Purchase Agreement, or its breach, termination or invalidity, or the Products or Services, including the jurisdiction of the arbitration panel and claims in tort, by arbitration in Atlanta, Georgia before a single arbitrator appointed by the American Arbitration Association (AAA) as the appointing authority under its Commercial Arbitration Rules then in effect, or by a judicial referee. The substantive law of the State of Georgia, excluding its conflicts of laws rules, and, if applicable, the United Nations Convention for the International Sale of Goods (CISG) govern the validity, construction and performance of this Purchase Agreement. The arbitrator shall not have authority to award punitive or exemplary damages or other damages not measured by the prevailing party's actual damages, and shall not make any ruling, finding or award not conforming to these Terms and Conditions of Sale. Each party shall bear its own attorneys' fees. Any award, order or judgment pursuant to arbitration is final and binding, and is the sole and exclusive remedy regarding all claims and counterclaims presented. Either party may serve any paper in any legal or arbitral proceeding by personal delivery, commercial courier, or any form of mail requiring a return receipt.

CRYSTAL may seek in any court of competent jurisdiction any interim or provisional relief necessary to protect the rights or property, including injunctive or other relief to prevent any unauthorized copying, disclosure, use, retention or distribution of its intellectual property, and to collect payment for Products or Services. The interim or provisional relief is to remain in effect until the arbitration award is rendered or the controversy is otherwise resolved. CRYSTAL does not waive any other right or remedy under the Purchase Agreement. All obligations under the Purchase Agreement shall, if reasonably possible, continue during arbitration proceedings, and no payments due or payable by the BUYER shall be withheld on account of such proceedings. No claims, regardless of form, arising out of or relating to the Purchase Agreement or the Products or Services furnished by CRYSTAL under the Purchase Agreement may be brought by BUYER more than one (1) year after the cause of action has accrued or performance under the Purchase Agreement has been completed or terminated, whichever is earlier.

16. CONFIDENTIALITY AND PROTECTION OF INTELLECTUAL PROPERTY

BUYER agrees all Confidential Information, data, designs, drawings,

circuitry, engineering instructions, specifications, service manuals, and all material, software, processes, patents, copyrights, trademarks, trade secrets, equipment, facilities, special tooling and test equipment, fixtures, patterns, special gauges, manufacturing aids and their replacements, used in the manufacture, assembly, testing, servicing, or delivery of Products ("Intellectual Property"), is and shall remain the property of CRYSTAL. CRYSTAL retains all rights, title and interest in and to all Intellectual Property furnished to BUYER or any user, and no rights or licenses are granted by CRYSTAL, expressly or by implication, with respect to any Intellectual Property owned or controlled by CRYSTAL, except as provided as non-exclusive license to use the Product or Service as defined in the Quotation and associated SOD. BUYER shall not re-engineer, reverse engineer, or otherwise reproduce in any form or create or attempt to create or permit, allow or assist others to create or manufacture CRYSTAL's Products derived from Intellectual Property. If BUYER has executed, or shall execute, a Nondisclosure Agreement with CRYSTAL (NDA) prior to the issuance of the Purchase Agreement or thereafter, BUYER agrees that CRYSTAL Intellectual Property covered by the NDA consists of and includes, but is not limited to, the foregoing Intellectual Property, and that the terms and conditions of the NDA shall apply in addition, but not contrary to the obligations of this section.

17. COMPLIANCE WITH LAWS

CRYSTAL and BUYER shall comply with all applicable federal, state, and local laws and regulations and orders of agencies of their respective countries, including but not limited to the following. The substantive law of the State of Georgia, excluding its conflicts of laws rules, and, if applicable, the United Nations Convention for the International Sale of Goods (CISG) shall govern the validity, construction and performance of this Purchase Agreement

Export Controls: Certain Products, technology, and documentation sold or provided by CRYSTAL to BUYER may be subject to export control laws, regulations and orders of the applicable departments of the United States, Canada or foreign agencies or authorities, including but not limited to U.S. Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and Import and Export Permits Act ("Export Laws"). BUYER shall comply with all applicable Export Laws, and shall not export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity under any such United States, Canadian or foreign law, regulation or order. BUYER is responsible to obtain any license to export, re-export or import as may be required, unless previously and expressly agreed upon by CRYSTAL in writing.

Foreign Corrupt Practices Act: CRYSTAL and BUYER will strictly comply with the requirements of the U.S. Foreign Corrupt Practices Act, similar statutes in other countries, and the United Nations Convention against Corruption which prohibit offering, giving or promising, directly or indirectly, money or anything of value (entertainment, gifts, travel) or kickbacks to any official or government or political party official or instrumentality to assist in obtaining or retaining business or securing improper advantage.

18. ENTIRE AGREEMENT

These Terms and Conditions of Sale, any CRYSTAL specifications and other related documents expressly agreed to in writing by both parties contain the complete and exclusive statement of the terms and conditions of Purchase Agreement of CRYSTAL and the BUYER with respect to this subject matter, and supersede all previous written or oral agreements, understandings, representations, and warranties between CRYSTAL and BUYER. These Terms and Conditions of Sale, incorporated by reference to any Quotation to BUYER, or any other related contract documents submitted to for reference, or executed by both parties are intended to be the final expression of the terms of the agreement between Crystal and BUYER, and may not be amended, modified or rescinded, by usage of trade, course of performance or prior course of dealing, unless mutually agreed in writing signed by both parties.

19. ACCEPTANCE

The BUYER agrees to all terms and conditions by acceptance of the Quotation and delivery of any Product or Service by CRYSTAL. Any other terms and conditions submitted by BUYER in connection with the purchase of the Product(s) or Service(s) associated herewith shall be void from the outset and have no legal force or binding effect.

These Terms and Conditions shall be effective as of October 1, 2017

-- END OF DOCUMENT --