

1 DEFINITIONS

"Seller" refers to NSI-MI Technologies, LLC or any of its subsidiaries; "Buyer" means the entity purchasing the Products; Seller and Buyer are referred to individually as "Party" or together as "Parties"; "Products" means the equipment, products, systems, software, services and other items the Seller has agreed to supply Buyer under the Contract; "Contract" means the contract agreement signed by both parties or the purchase order issued by Buyer and accepted by the Seller along with the terms and conditions stated herein;

2 PAYMENT

Buyer shall pay Seller, unless otherwise agreed in the Contract or required herein, all invoiced amounts in US dollars, without discount or offset, within thirty (30) days from the invoice date. If the Contract value exceeds USD 50,000, payment terms will require milestone or other intermediate payments. For export orders or if Seller has not established credit terms for Buyer, Seller may require full payment in advance, a down payment and/or an irrevocable, sight letter of credit, at Buyer's expense. Any amounts not paid when due are subject to interest at the rate of 1½% per month or at the highest rate permitted by law, whichever is less. Seller shall have the right to suspend or stop work if payments or payment security are not received as required and any agreed delivery schedule shall be adjusted for the delay.

3 PRICE AND DELIVERY

3.1 Prices and delivery are quoted in accordance with FCA Seller's designated factory (INCOTERMS 2010) unless otherwise agreed by Seller. Partial deliveries and early deliveries are permitted. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information and items necessary to proceed with the work without interruption.

3.2 Buyers located in the United States are responsible for obtaining any required export or import authorizations for any Products to be exported from the United States. For items shipped to Buyers or end-users outside the United States, Seller shall obtain any required export authorizations and Buyer shall provide any necessary assistance in obtaining required information and/or documents. Buyer, whether in or outside of the United States, agrees to comply with all applicable export laws and regulations, including but not limited to, the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR).

3.3 For Product to be used in fulfilling a contract with the United States Government, Seller agrees to comply with the mandatory applicable contract provisions under federal law and regulation, provided Buyer has given written notice of these provisions and Seller has accepted them in writing. Buyer agrees that all Product meets the definition of "commercial items" as defined in the Federal Acquisition Regulations (FAR).

3.4 Title and risk of loss passes to Buyer in accordance with the mutually agreed delivery terms. Unless otherwise expressly stipulated in Seller's quotation, prices do not include transit insurance, taxes or duties. Where appropriate or required by law, taxes will be added to the invoiced amount unless Buyer provides proof of exemption.

4 ACCEPTANCE

Acceptance shall be accomplished using Seller's applicable test procedures or specific procedures Seller develops in cooperation with Buyer. If installation is not included in Seller's Scope of Work, acceptance tests will be conducted at Seller's plant. If Buyer's order specifies source inspection, Seller will give Buyer at least five calendar days' notice of the date of the factory acceptance testing. If installation is included in Seller's Scope of Work, acceptance shall occur at the installation site upon demonstration of the applicable test procedures or if the Product is otherwise operating according to specifications. Non-conforming claims must be made in writing within ten (10) calendar days after Seller's completion of acceptance tests or Buyer's inspection or the Product will be considered accepted. If mutually scheduled installation is delayed by Buyer for more than thirty (30) calendar days after the scheduled date, Buyer shall be deemed to have accepted the Product on the thirty-first (31st) day after the scheduled date. Buyer is solely responsible for proper storage and protection of items awaiting installation at their or end-user's facility. Storage charges may be assessed to Buyer for Product that has been delayed more than thirty (30) days beyond the scheduled shipment date.

5 WARRANTY

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title under ordinary and intended use and will conform in all material respects to its published specifications, current at the time of shipment, and that any included services will be performed in a professional, workmanlike manner.

5.2 The warranty period begins on the date of delivery for components for which installation is not included, or acceptance as defined herein and extends for one (1) year. Seller offers no warranty period for RF cables. Seller will repair or replace, at its option, any item found to be defective upon Seller's examination after return to Seller's factory within the warranty period. Buyer shall obtain a Return Material Authorization (RMA) from Seller and be responsible for all shipping charges and all applicable duties and taxes for products returned to the Seller for warranty service. Repaired or replaced parts shall be warranted for the remainder of the warranty period. The warranty is void if the failure is found to be the result of damage in shipment; improper storage or installation, improper maintenance or use by Buyer; abnormal operating conditions; attempted modification or repair by Buyer; or an act of God. Repairs made after expiration of the warranty period are warranted for ninety (90) days for parts and labor.

5.3 THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BUYER'S SOLE REMEDY FOR ANY BREACH OF WARRANTY IS REPAIR OR REPLACEMENT, AT SELLER'S OPTION, OF THE FAILED ITEM. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMERS OF BUYER UNLESS SUCH A CUSTOMER IS THE ORIGINAL END-USER.

6 INTELLECTUAL PROPERTY

6.1 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party alleging that Products furnished under this Contract infringe a patent in effect in the United States, provided Buyer promptly notifies Seller in writing of any allegation of such infringement and Seller is given the opportunity to settle the charge at Seller's expense and, through attorneys of Seller's choice, to defend or control the defense of any suit based upon such a charge. Seller's entire obligation to indemnify Buyer shall not exceed the total amount paid by Buyer under this Contract for the allegedly infringing item.

6.2 In the event the use of one of the Products becomes the subject of a claim, Seller may, at its option and expense, do one or more of the following: (i) obtain for Buyer the right to use the infringing item; (ii) modify the infringing item so that it becomes non-infringing while remaining in compliance with the specifications in all material respects; (iii) replace the infringing item with a non-infringing item while remaining in compliance with the specifications in all material respects; (iv) cease to deliver the infringing item to Buyer; or require Buyer to return the allegedly infringing item to Seller and, upon return, pay Buyer an amount equal to the price Buyer paid for the item, less straight line depreciation based on a five-year life, up to the time that Buyer ceased use of the infringing item as a result of the claim.

6.3 Any intellectual property ("IP") exchanged between the Parties during negotiation and/or execution of this contract shall remain the property of the disclosing Party. Such IP disclosed in written or electronic form will be clearly identified by markings such as "proprietary" or, if disclosed verbally, its proprietary nature will be confirmed in writing by the disclosing Party within ten (10) days of the verbal disclosure. The receiving Party will protect such IP with the same level of care with which it handles its own IP but no less than reasonable care in any case. No transfer of IP to third Parties is allowed without the express written consent of the disclosing Party. In the event Buyer and Seller have executed a separate Nondisclosure Agreement regarding this Contract, the provisions of such Agreement shall take precedence over this Section.

6.4 Any new IP conceived or created by Seller in the performance of this Contract shall be owned exclusively by Seller.

6.5 Seller licenses to Buyer the right to use any software included as a Product and Buyer acknowledges that it does not have any right to copy, download, transfer or otherwise share its license rights without first obtaining from Seller additional usage rights. The terms of the Seller's Software License Agreement(s) apply.

7 CHANGES, TERMINATION and SUSPENSION

7.1 Either Party may at any time propose changes in the schedule or scope of Products being delivered. Seller is not obligated to proceed with any change until both parties agree in writing. The scope, price, schedule and other provisions will be equitably adjusted to reflect additional costs or obligation incurred by Seller resulting from such agreed change. Seller reserves the right to deliver a Product that bears a different, superseding or new model, part or version number compared to the model, part or version number listed in the Contract if the replacement Product does not affect the Contract price and has at least equivalent functionality and performance compared to the ordered Product.

7.2 If Buyer, by act or notice, wishes to terminate or suspend performance of this Contract, Buyer shall immediately pay Seller for all Product completed or progress achieved at the time of termination or suspension plus any additional fees and equitable adjustment in connection with such termination or suspension.

8 EXCUSABLE EVENTS

Seller will not be responsible for delays due to events or circumstances beyond its control such as, but not limited to, fire, flood, severe weather or other acts of God, war, terrorist events, piracy, strikes, actions of governments in their sovereign capacity to include the issuance of export or import authorizations if required, or failure of its suppliers to deliver materials for reasons beyond their control.

9 CLAIMS and LIABILITY

9.1 EXCEPT FOR CLAIMS FOR PERSONAL INJURY CAUSED BY PRODUCT FURNISHED UNDER THIS CONTRACT WHEN PROPERLY USED AS DESIGNED AND INTENDED, SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS TRANSACTION OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH OR RELATING TO THE SALE OR USE OF ANY PRODUCT FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS.

9.2 In no event shall Seller's total liability under this Contract exceed an amount equal to the total paid for the Products purchased hereunder. Any claim of legal action arising out of this transaction must be commenced within one (1) year after the cause of the claim occurred.

9.3 Any and all claims or disputes, whether in contract or in tort, arising out of or related to this transaction or to a claimed breach, termination or the validity of any agreement related hereto or arising out of the sale or use of any delivered items shall be resolved by good faith negotiations between senior managers of Seller and Buyer. In the event that the Parties are unable to reach mutual agreement through such negotiations, either Party may pursue resolution through any available legal means. In this case, the Parties are individually responsible for any expenses or fees incurred in such action.

10 GENERAL CLAUSES

10.1 This Contract may not be assigned or otherwise transferred by either Party, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party shall have the right to assign the Contract, in whole or in part, to any successor of such Party or successor of any business unit of such Party, by way of acquisition, merger or consolidation of all or a substantial percentage of the assets of such Party or of a business unit of such Party, provided that such successor shall expressly assume all the obligations and liabilities of such Party.

10.2 The laws of the state of Georgia, except for its rules or principles of conflict of laws, shall govern all matters relating to this sale. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

10.3 If any provision of this contract is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this contract and shall not affect or impair the validity of enforceability of the remaining provisions of the contract.

10.4 The section headings are for convenience only and are not to be used in the interpretation of these terms and conditions.

10.5 Unless otherwise agreed in writing, all documentation delivered as part of this transaction shall be in English. In the event of any inconsistency between these terms and conditions and any translation into another language, this English version shall control.

10.6 If Contract includes the use of Buyer furnished equipment or facilities, they are assumed to be in good working order, and calibrated if appropriate; interfaces and performance specifications are assumed to be complete and accurate; and schedule delays and financial impacts that result from non-compliance shall entitle Seller to an equitable adjustment as appropriate.