1. DELIVERY, TITLE AND RISK OF LOSS - Unless otherwise agreed by the parties in writing, shipment will be made in all material respects as determined by Seller. Title (unless otherwise agreed in writing) passes to Buyer at the point of shipment. Risk of loss or damage to the product shall pass in accordance with the designated Incoterm (Incoterm) or, if none is so designated, then to Buyer at the time Seller delivers possession of the product to a carrier at Seller's plant or warehouse. Product held by Buyer at Seller's request beyond the scheduled delivery date shall be at Buyer's risk and expense. Unless otherwise agreed, freight shall be prepaid by Seller and invoiced back to Buyer. Buyer shall be responsible for expenses incurred by Seller where, at Buyer's request, Seller ships or packs product in other than its normal manner for domestic shipment.

2. LICENSED PRODUCTS - No title or other ownership rights in any licensed products or any copies thereof shall pass to Buyer under this Agreement or any part thereof. Buyer agrees that it will not alter any notices on, prepare derivative works based on, reproduce, reverse engineer, disassemble or decompile any software embodied in licensed products or record in the purchased products furnished under this Agreement.

3. TERMINATION OR CHANGE - Buyer shall not terminate, suspend performance, rescind or cancel delivery or issue a "hold" order under this agreement, in whole or in part, without Seller's prior written consent and upon terms that will compensate Seller for expenses incurred by Seller in connection with the order.

4. TERMS OF PAYMENT - Buyer shall pay the invoiced amount within thirty (30) days from the date of Seller's invoice. Delinquent payments are subject to an interest charge at the rate of one and one-half percent (1-1/2%) per month, or portion thereof (but not to exceed the maximum lawful rate). Buyer hereby grants to Seller a purchase money security interest in the property sold hereunder to secure the payment of all amounts owed to Seller by Buyer hereunder. Seller shall have the right to file financing statements with respect to the property sold hereunder for such amounts and to perfect said security interest. Seller may file all documents requested or required by Seller to perfect and maintain Seller's security interest. Orders are subject to a maximum outstanding credit limit (measured counting all outstanding invoices, whether or not past due, combined with the value of all open invoices accepted by Seller) of $1,000,000. Buyer shall pay all invoices accepted by Seller and Buyer shall pay for such acceptance would result in Buyer exceeding such credit limit. The amount of credit or terms of payment may be changed or may be recalled at any time by Seller. No change in credit terms, if any, will be effective unless and until specifically specified in Seller's writing. If shipment is deferred by Buyer, Seller may invoice Buyer when Seller makes the decision to ship.

5. TAXES - Any tax, duty, fee, or related charge that Seller shall be required to pay to or collect for any government upon or with respect to services rendered or the sale, use or delivery of products shall be billed to Buyer as a separate item and will be paid by Buyer, unless a valid exemption certificate is furnished by Buyer to Seller.

6. PRODUCT CHANGES - Seller may at any time (i) make changes in the products that do not materially affect physical or functional interchangeability with the previous versions or (ii) make more substantial changes or discontinue the delivery of the product when required for purposes of safety.

7. WARRANTY - a) Products. Seller warrants to Buyer that products purchased by the Buyer shall be free from defects in material and workmanship and shall substantially conform to Seller's written specifications provided to Buyer or the Buyer's written specifications and Buyer's written specifications and Buyer's written instructions, if any, for the products. Seller's obligations hereunder are conditioned upon the Buyer providing Seller with written notice of any such defects within thirty (30) days after Buyer becomes aware of such defects.
b) Services. Seller warrants to Buyer that any services provided to Buyer hereunder shall be performed in a workmanlike manner consistent with Seller's written specifications and Buyer's written specifications and Buyer's written instructions, if any, for the services. Seller's obligations hereunder are conditioned upon the Buyer providing Seller with written notice of any such defects within thirty (30) days after Buyer becomes aware of such defects.

8. RIGHTS IN INTELLECTUAL PROPERTY - Seller shall comply with all laws, regulations and notices of copyright or other intellectual property right or claim thereof and shall not violate any intellectual property right of Seller or any third party.

9. INDEMNITIES - a) Seller's Indemnity. Seller shall (i) defend or settle, at its and option and expense, any claim against Buyer alleging that any product furnished hereunder, in the form in which it is furnished by Seller, infringes any United States patent copyright or trademark; (ii) reimburse Buyer for any costs incurred by Buyer's written request, and (iii) pay all damages and costs assessed by final judgment against Buyer and attributable to such claim. Seller shall have the right, at any time and in its sole option, to defend any such claim with counsel of its choice and to settle any such claim in any manner it deems appropriate and in Buyer's interest.

10. EXPORT CONTROL - Buyer acknowledges that the products sold under this Agreement and technical information transmitted in connection therewith are subject to export restrictions under applicable law, including the U.S. Department of Commerce, and that Seller agrees to comply fully with same. Buyer assumes that Seller is not responsible for any costs associated with any such export restriction.

11. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY

12.Argb for claims other than set forth above, Seller's liability shall be limited to (i) repair or replacement of defective products; (ii) return or credit the portion of the service fee paid to Seller for such non-conforming services.

13. ASSIGNMENT - Buyer shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of Seller. Any attempted assignment without the Seller's consent shall be void and ineffective.

14. NON-WAIVER - No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall constitute a waiver of such terms or condition or right.

15. FORCE MAJEURE - Except with respect to Buyer's obligation to make timely payments when due, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, riot, civil or military authority, act of God, nature or the public enemy, inability to secure material or transportation facilities, inadequate yield of products despite Seller's reasonable efforts, act or omission of carriers or any other causes beyond its reasonable control. Seller may, in the event of any such circumstances that arise, modify the terms of this Agreement in all respects necessary to meet the demands of Seller in such circumstances, and the Buyer agrees that Seller shall not be liable for any such modification.

16. CHOICE OF LAW - The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Georgia, except to the extent the rights of the parties are governed by the laws of the State of Oregon. If any provision of this Agreement is found to be invalid or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.

17. ENTIRE AGREEMENT - Except for any written agreement between the parties relating to confidentiality of proprietary information, the terms and conditions contained in this Agreement supersede all prior oral or written understandings, communications, agreements, representations or warranties relating to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a writing signed by Buyer and Seller.