

TERMS AND CONDITIONS OF SALE

1. The following terms and conditions govern the sale by VisioLogix (hereinafter "VisioLogix"), the entity named on the quote and/or invoice, to the Customer on orders for computer systems and/or related products or services. **THESE TERMS AND CONDITIONS APPLY (1) UNLESS THE CUSTOMER HAS SIGNED A SEPARATE FORMAL PURCHASE AGREEMENT WITH VisioLogix, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN OR (2) UNLESS OTHER VisioLogix STANDARD TERMS APPLY TO THIS TYPE OF TRANSACTION.** These terms and conditions are subject to change at any time, in VisioLogix's sole discretion.
2. **Quotes.** Any quotations given by VisioLogix will be subject to the duration of the pricing of the offer for the Product(s) quoted. Separate charges for shipping and handling will be shown on VisioLogix's invoice(s).
3. **Purchase Orders.** Orders are not binding upon VisioLogix until accepted by VisioLogix.
4. **Risk of Loss.** Risk of loss shall pass from VisioLogix to Customer upon delivery to the carrier. Upon receipt of Products delivered by VisioLogix or its suppliers, Customer is solely responsible for inspecting the shipment for any shortages or damages (not including latent damages), and accordingly note the shortage or damage on the delivery receipt (or bill of lading) prior to signing. If Customer signs the shipment free and clear without noting any problems, Customer shall be responsible for any loss arising out of the failure to properly inspect. In no event shall VisioLogix have liability in connection with shipment, nor shall the carrier, or VisioLogix's supplier, be deemed to be an agent of VisioLogix.
5. **Delivery Time.** The delivery term shall be within a reasonable time from Customer's placement of the order, and there shall be no definite delivery time as to date and hour. No definite delivery time shall be implied from contractual circumstances, regardless if VisioLogix is made aware of Customer's delivery deadlines. Any attempt by Customer to create a definite delivery time shall be construed as solely Customer's expressions of desire. There shall be no guarantee of meeting Customer's delivery deadlines, regardless of any representations made by any employees of VisioLogix; any such representation, whether written or verbal, shall be null and void for lack of authority, and shall not be legally binding on VisioLogix. In no event shall VisioLogix be liable for damage or penalty for delay in delivery, or for failure to give notice of any delay, even if VisioLogix or its suppliers have been advised of the possibility of damages from a delayed delivery.
6. **Delivery Amounts.** Delivery shall be made by VisioLogix, or its suppliers, as a single delivery (single lot) or multiple deliveries (several lots). In the event of a multiple delivery, Customer agrees to accept all partial deliveries, and any such partial delivery shall not constitute a breach of contract.
7. **Products.** VisioLogix's policy is one of on-going Product(s) update and revision. VisioLogix may revise and discontinue Product(s) at any time. While there may be differences in detail, VisioLogix will ship Products that have the functionality and performance of the Product(s) ordered. Changes between what is shipped and what is described in a specification sheet or catalog are possible. The parts and assemblies used in building the products are selected from new and equivalent to new parts and assemblies in accordance with industry practices. Spare parts are refurbished, if necessary, tested, and equivalent to new.
8. **Warranties.** **VisioLogix MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN THIS SECTION AND IN VisioLogix'S THEN CURRENT WARRANTY STATEMENT. VisioLogix DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VisioLogix'S RESPONSIBILITY FOR WARRANTY CLAIMS IS LIMITED TO A THIRTY (30) DAY PERIOD OF REPAIR AND REPLACEMENT AS SET FORTH IN VisioLogix'S THEN CURRENT WARRANTY STATEMENT.** For details and conditions to qualify for such warranty, please request VisioLogix's Warranty Statement. VisioLogix reserves the right to modify its warranty at any time, in its sole discretion. Additional warranty beyond the thirty (30) day period can be purchased from VisioLogix. All software, including Microsoft DOS and WINDOWS, is provided subject to the license agreement that is part of the package. Customer agrees that it will be bound by the license agreement once the package is opened or its seal is broken. VisioLogix does not warrant any software under this Agreement. Warranties, if any, for the software are contained in the license agreement that governs its purchase and use. VisioLogix does not warrant its products from Year 2000 defects.
9. **Customer and Technical Support.** VisioLogix endeavors to provide the best customer and technical telephone support in the PC industry. VisioLogix will provide FREE phone support for Customers that purchase \$50,000 or more per month (M-F 8a.m.-5p.m.). Phone support for purchases less than \$50,000 per month shall be charged at a rate of \$75.00 per thirty (30) minutes M-F 8a.m.-5p.m. and \$35.00 per five (5) minutes M-F 5p.m.-10p.m., Sat-Sun. 7a.m.-7p.m.. VisioLogix promises that its support personnel will attempt to handle over the telephone any problem involving VisioLogix Product(s) from the date of Product delivery. However, VisioLogix does not guarantee its support personnel will be able to understand or resolve a particular problem. Additional technical support beyond the thirty (30) day period can be purchased from VisioLogix.
10. **Payment Terms.** Terms of payment are at VisioLogix's sole discretion and must be accepted by VisioLogix prior to any shipment of an order by VisioLogix. If Customer or a subsidiary of Customer has been approved for credit terms by VisioLogix's Accounting Department, the payment terms are fifteen days (NET 15) or thirty days (NET 30) from date of VisioLogix's invoice, not from date of Customer's receipt of invoice. Credit review by VisioLogix shall be performed once every year or at Customer's request to increase credit limit. All subsidiaries of Customer must complete a credit application.
11. **Late Payments.** If at any time Customer is delinquent in the payment of any invoice, VisioLogix may, at its discretion, withhold shipment (including partial shipments) of any order and/or may, at its option, require Customer to pre-pay for further shipments, or make shipments on a C.O.D. basis, and suspend GNET subscription service. In the event of late payments on more than three (3) separate occasions, Customer's credit terms will be suspended until Customer's account has been brought up to date. After a good payment pattern has been reestablished for a period of three (3) consecutive months, Customer's account will be placed in good standing. Any sum not paid when due shall bear interest at a rate of 1.5% (18% per annum for Open-ended accounts with credit of \$250,000 or more) or .8333% (10% per annum on accounts with credit less than \$250,000) or to the extent permitted by law, whichever is less, on any overdue balance not paid past 45 days of invoice. In addition, an administrative fee of \$30.00 will be charged for each late Invoice.
12. **Return Policy on Damaged or Defective Product.** Return of Product(s) purchased hereunder, that are damaged during delivery or are claimed to be defective, shall be governed by VisioLogix's thirty (30) day Product Return Policy in effect on the date of this invoice, or as otherwise provided by VisioLogix to Customer in writing. For details and conditions to qualify for such Product return, please request VisioLogix's Product Return Policy. VisioLogix reserves the right to modify or eliminate such policy at any time. Although VisioLogix's policy may permit Customer

to return Products claimed to be damaged or defective under certain circumstances, VisioLogix makes no representations or warranties of any kind with respect to the Product(s). **VisioLogix HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VisioLogix WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF WARRANTY.** The right to return a defective Product(s), as previously described, shall constitute VisioLogix's sole liability and Customer's exclusive remedy in connection with any claim of any kind relating to the quality, condition or performance of any Product(s), whether such claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise. In the event VisioLogix issues a return authorization to Customer allowing Customer to return Product(s) to VisioLogix, Customer will deliver the Product(s) to VisioLogix's facility in the United States, at Customer's sole expense. If so required by VisioLogix, Customer shall bear all applicable federal, state, municipal and other government taxes, as well as import or export customs duties, license fees and similar charges, however designated or levied, on any replacement Product(s) to be shipped by VisioLogix to Customer.

13. **Restocking Fee.** Return of non-damaged or non-defective Product(s) (excepting opened software applications) shall also be governed by VisioLogix's thirty (30) day Product Return Policy in effect on the date of this invoice. For details and conditions to qualify for such Product return, please request VisioLogix's Product Return Policy. Customer shall be charged a restocking fee of twenty-five percent (25%) of the Product's total cost, for any Product(s) returned under this provision.
14. **Applicable Law and Not For Resale.** Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. Customer agrees that it is buying for its own internal use only, and not for resale.
15. **Liability.** VisioLogix is in the business of selling products. VisioLogix does not insure that its Product(s) will be put to effective use. If there is a problem with Product(s) acquired from VisioLogix, VisioLogix will handle the problem as described in its Return Policies, Warranties, and Customer and Technical Support sections of these terms and conditions. VisioLogix does not accept liability for products not being available for use or for lost or corrupted data or software.
16. **Limitation of Liability. NEITHER PARTY HAS ANY LIABILITY TO THE OTHER FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.**
17. **Indemnity.** Customer agrees that it will indemnify and hold harmless VisioLogix for all fines, suits, proceedings, claims, demands or action of any kind or nature, or from any third party whomsoever, arising or growing out of, or otherwise connected with, Customer's Business.
18. **Governing Law. THE SALES(S) SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS.** Venue and jurisdiction for all disputes shall lie in Fort Bend County, State of Texas, being the place where Customer's order has been received and/or entered.
19. **Statute of Limitations.** The parties hereby agree to shorten the statute of limitations for breach of contract to one (1) year from the date of the alleged breach.
20. **Attorney's Fees.** Should VisioLogix require legal action to collect a debt from Customer, VisioLogix shall be entitled to attorney's fees, and all associated costs and expenses, from Customer.
21. **Waiver.** VisioLogix's failure to enforce any term or condition herein shall not be construed as a waiver or limitation of VisioLogix's right to subsequently enforce and compel strict compliance with any such term or condition.
22. **Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.
23. **Other Documents.** These terms and conditions may NOT be altered, supplemented, or amended by the use of any additional documents(s) that purport to be an agreement of the parties, specifically, but not limited to, any correspondence, memorandums, purchase orders or responses thereto. Any attempt to supplement or amend this document or to enter an order for Products(s) which is subject to additional or altered terms and conditions shall be null and void.
24. **Acknowledgement.** Unless otherwise specified in VisioLogix's invoice/acknowledgement, all orders are accepted by VisioLogix at its General Office in Houston, Texas and shall be governed by and interpreted in accordance with the laws of the United States and any applicable state and local laws and regulation of the State of Texas. Manufacture, shipment, and delivery are subject to any prohibition, restriction, priority allocation regulation or condition imposed by or on behalf of the United States or any other governmental body with appropriate jurisdiction which may prevent or interfere with fulfillment of any order. Prices, quotations, shipments and deliveries, all base prices, together with related extras and deductions, are subject to change without notice and all orders are accepted to VisioLogix's price in effect at the time of shipment; and all transportation and other charges are for the account of Customer, including any increase or decrease in such charges prior to shipment.
25. **Taxes and Duties.** Any taxes which VisioLogix may be required to pay or collect through assessment or otherwise, under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use, or consumption of any goods or services described herein, including, without limitation, taxes upon or measured by receipts from sales or services, shall be for the account of Customer and may be added to the price of such goods or services. Customer is responsible for sales and all other taxes, however designated, and shall promptly pay the amount thereof to VisioLogix upon demand but may, in lieu of such payment, furnish to VisioLogix evidence of the issuance of tax exemption certificates acceptable to the appropriate taxing authorities. All United States of America taxes are included in the price except sales, use, excise, value-added and similar taxes which have been excluded based on the assumption that the transaction involves exportation. All rights to drawback of U.S.A. customs duties paid by VisioLogix with respect to Product(s) (or material or components thereof) belong to and shall remain in VisioLogix. If Customer arranges for export shipment, Customer agrees to furnish without charge evidence of exportation or other evidence of tax or duty exemption acceptable to the taxing or customs authorities when requested by VisioLogix, failing which, the amount of any U.S.A. taxes or duties imposed on VisioLogix in connection with the transaction shall be promptly reimbursed in U.S. dollars (USD) by Customer to VisioLogix upon submission of VisioLogix's invoices thereof. All taxes (including income, stamp and turnover or value-added taxes), duties, fees, charges or assessments of any nature levied by any governmental authority in connection with this transaction, whether levied against Customer, against VisioLogix or its employees or against any of VisioLogix's subcontractors or their employees, shall be the responsibility of Customer and shall be paid directly by Customer to the governmental authority concerned. If VisioLogix or its subcontractors, employees of

either, are required to pay any such levies and/or fines, penalties, or assessments in the first instance, or as a result of Customer's failure to comply with any applicable laws or regulations governing the payment of such levies by Customer, the amount of any payments so made, plus the expense of currency conversion, shall be promptly reimbursed in U.S. dollars (USD) by Customer upon submission of VisioLogix's invoices thereof.

26. **Arbitration Clause.** Any controversy or claim arising out of or relating to domestic and international sales, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall be the sole and exclusive forum for resolution of domestic and international sales dispute or controversy, and the award shall be final and binding. The number of arbitrators shall be limited to three (3), each of whom shall be disinterested in the dispute or controversy and shall have no connection to any party. Should the services of an appointing authority be necessary, the appointing authority shall be the American Arbitration Association. The Parties to this Agreement and the appointing authority may appoint from among the nationals of any country, whether or not either party is a national of that country. The place of arbitration shall be Houston, Texas, U.S.A.. The arbitration shall be conducted in the language in which this Agreement was written. The arbitrator(s) shall apply the law (except for conflicts of law rules) of the State of Texas, U.S.A., specifically the provisions of the Uniform Commercial Code as adopted in the State of Texas, and excluding the provisions of the United Nations Convention on the International Sale of Goods.
27. **Changes by Customer.** Customer may at any time in writing, make changes within the general scope of its Purchase Order. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any work under this invoice, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the invoice shall be modified in writing accordingly. Any change to Customer's order shall be authorized only by a duly executed Purchase Order Amendment hereto. Any claim by Customer for adjustment under this clause must be asserted within thirty (30) days from receipt of this invoice.
28. **Shipping Terms and Storage.** Unless otherwise stipulated on the face of this order, goods covered by this order shall be shipped F.O.B. Origin, Houston, Texas, VisioLogix's facility, or such other shipping location of VisioLogix's suppliers. Title to said goods are to pass to Customer upon delivery to carrier from VisioLogix's facility or from facility of VisioLogix's supplier. Title to software shall remain with the applicable licensor(s). Customer shall be responsible for all shipping, handling, and insurance charges. Partial deliveries shall be permitted. If any items listed on Customer's Purchase Order cannot be shipped from the point of inland shipment to alongside vessel when ready due to any cause referred to in provision 29, VisioLogix may place such items in storage. In such event, VisioLogix shall notify Customer of the placement of any items in storage. Promptly upon submission of VisioLogix's invoices, Customer shall reimburse VisioLogix for all expenses incurred by VisioLogix, such as preparation for, and placement into storage, handling, storage, inspection, preservation and insurance. When conditions permit and upon payment of all amounts due hereunder, VisioLogix shall assist and cooperate with Customer in any reasonable manner with respect to the removal of any item which has been placed in storage.
29. **Force Majeure.** VisioLogix shall not be liable for any delay in or impairment of performance resulting in whole or in part from fire, floods or other catastrophes, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, mill conditions, shortages of transportation equipment, fuel, labor or materials, inability to procure supplies or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of VisioLogix in the reasonable conduct of its business.
30. **Nuclear Use.** Product(s) sold hereunder are not intended for application (and shall not be used) in connection with the use or handling of nuclear material or the construction or operation of a nuclear installation. Customer warrants that it shall not use such Product(s) for such purposes. If, in breach of the foregoing, any such use occurs, VisioLogix disclaims all liability for any nuclear or other damage, injury, or contamination, and Customer shall indemnify VisioLogix against any such liability, whether as a result of breach of contract, warranty, tort (INCLUDING THE SOLE NEGLIGENCE OF VisioLogix) or otherwise.
31. **Export License.** Customer shall be responsible for timely obtaining and maintaining any required import license, exchange permit or any other governmental authorization. VisioLogix shall not be liable if any authorization of any government is delayed, denied, revoked, restricted or not renewed, and Customer shall not be relieved thereby of its obligations to pay VisioLogix for its Product(s) or any other charges which are the obligation of the Customer hereunder. All shipments hereunder shall at all times be subject to the export control laws and regulations of the United States of America and any amendments thereof. Customer agrees that it shall not make any disposition of U.S.A.-origin Product(s) purchased from VisioLogix, by way of transshipment, reexport, diversion or otherwise, other than in and to the ultimate country of ultimate destination on VisioLogix's invoices, except as said laws and regulations may expressly permit.
32. **Payment and Letter of Credit.** Payment shall be made in U.S. dollars (USD) in Houston, Texas as follows: (i) on an order of fifteen thousand U.S. dollars (\$15,000 USD), or under, the method of payment shall be by wire transfer or credit card. Payment shall be made simultaneously with the placing of the order where the laws of the Customer's country permit, or (ii) on an order exceeding fifteen thousand U.S. dollars (\$15,000 USD), or if the laws of the Customer's country forbid compliance with (i) of this provision, payment shall be made through a letter of credit to be established by Customer at its expense. All costs, including any bank conformation charges, relating to such letter of credit are for the account of the Customer. All letters of credit shall be in favor of, and acceptable to VisioLogix, shall be consistent with the terms of this instrument, shall be maintained in sufficient amounts and for the period necessary to meet all payment obligations, shall be irrevocable and issued by, or confirmed by a bank in Texas acceptable to VisioLogix within fifteen (15) days after acceptance of Customer's Purchase Order. The irrevocable letter of credit is to be established in VisioLogix's favor and shall be for 85 percent of the Purchase Order value, shall permit partial deliveries and shall provide for *pro rata* payments upon presentation of VisioLogix's invoices thereof and either VisioLogix's certificate of delivery F.O.B. facility or of delivery into storage with certification of cause therefor and for the payment of any charges for storage, export shipment, price adjustments, and cancellation or termination.
33. **Customer Default.** If Customer fails to fulfill any conditions of its payment obligations, VisioLogix may: (i) withhold deliveries and suspend performance, or (ii) continue performance if VisioLogix deems it reasonable to do so, or (iii) place the Product(s) in storage pursuant to provision 28 of this invoice hereof. In any event, the cost incurred by VisioLogix as a result of Customer's nonfulfillment shall be payable by Customer upon submission of VisioLogix's invoices thereof. VisioLogix shall be entitled to an extension of time for performance of its obligations equaling the period of Customer's nonfulfillment whether or not VisioLogix elects to suspend performance. If such nonfulfillment is not rectified by

Customer promptly upon notice, **VisioLogix may cancel this invoice and Customer shall pay VisioLogix its charges for cancellation upon submission of VisioLogix's invoices thereof.**

34. **General.** Any Product(s) furnished by VisioLogix hereunder shall comply with federal, state and local laws and regulations of the United States of America and shall be applicable to the manufacture, packing, sale and shipment of such Product(s) as of the date of VisioLogix's quotation and comply with any amendments thereto which may have come into effect prior to the time such Products are furnished, provided that the price and, if necessary, delivery shall be equitably adjusted to compensate VisioLogix for the effect of compliance with any such amendments. VisioLogix shall not comply with any law, regulation or requirement which would subject VisioLogix to criminal or civil penalties or loss of tax benefits under any federal, state or local law and regulation of the United States of America, and the furnishing of any quotation or acknowledgement of any order does not constitute the furnishing of or an agreement to furnish any information which would subject VisioLogix to any of the above mentioned penalties or loss of tax benefits. VisioLogix shall not comply with any other law, regulation or requirement which would increase VisioLogix's cost, unless there is an appropriate adjustment in price. The delegation or assignment by Customer of any or all of its duties or rights hereunder without VisioLogix's prior written consent shall be void. Any representation, understanding, proposal, agreement, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on VisioLogix. No modification, amendment, rescission, waiver or other change shall be binding on VisioLogix unless assented to in writing by VisioLogix. **THE VALIDITY, PERFORMANCE AND ALL MATTERS RELATING TO THE INTERPRETATION AND EFFECT OF ANY AGREEMENT RESULTING HEREFROM AND ANY AMENDMENT THERETO SHALL BE GOVERNED BY THE INTERNAL SUBSTANTIVE LAW OF THE STATE OF TEXAS, U.S.A..** Venue and jurisdiction for all disputes shall lie in Fort Bend County, State of Texas, being where Customer's order has been received and/or entered. The invalidity, in whole or in part, of any provision thereof shall not affect the validity of the remainder of such provision or any part of this invoice resulting herefrom. Unless otherwise specified by VisioLogix, any quotation of VisioLogix shall expire thirty (30) days from the date of issuance and may be modified or withdrawn at any time prior to the date of Customer's order. Customer may terminate an order only upon paying VisioLogix its termination charges determined in accordance with VisioLogix's standard accounting practices upon submission of VisioLogix's invoices therefor.
35. **Year 2000 Disclaimer.** ALL Y2K WARRANTIES AND COMPLIANCE WILL BE BASED ON EACH INDIVIDUAL MANUFACTURER'S PRODUCT WARRANTY. **VisioLogix DISCLAIMS ALL Y2K WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
36. **Prohibition of Product Use.** Goods sold by VisioLogix are NOT authorized to be used in life support equipment or for life support applications. Any such use or sale of goods sold by VisioLogix is at the sole risk of Customer and Customer agrees to indemnify, hold harmless, and defend VisioLogix against all damages, costs, and expenses, including without limitation attorneys' fee and cost arising out of any lawsuit or threatened lawsuit from such use or sale.