

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

“**Acceptance**” means that any Hardware, Software, Services, or Deliverable has successfully completed the Acceptance process set forth in Section 4.

“**Affiliate**” means any individual, corporation, partnership, joint venture, limited liability company, proprietorship or other entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a Party. “Control” means the power, directly or indirectly, to cause the direction or management of such entity, whether by contract or otherwise.

“**Confidential Information**” means information about a Party’s business and financial matters, technical information and any other proprietary information relating to a Party or its Affiliates and their respective operations, businesses, technical know-how and financial affairs, that is obtained by the other Party as a result of the working relationship between the Parties, whether obtained prior to or after the date hereof. Confidential Information shall include, without limitation, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, maps, blueprints, diagrams, flow charts and any other technical, financial, business or proprietary information of any kind or nature whatsoever. Confidential Information shall not include any information that: (a) was previously known to the Parties free of any obligation to keep it confidential; (b) is or has become publicly known, through no wrongful act of either Party; (c) was rightfully received from a third party who is under no obligation of confidence to the receiving Party; (d) was independently developed by the Parties without use of Confidential Information that has been disclosed pursuant to this Agreement; or (e) was required to be disclosed in order to comply with applicable law or regulation (including, without limitation, for securities law purposes) or with any requirement imposed by any governmental or court order, but only to the extent so required.

“**Deliverables**” means the Hardware, Software, Professional Services, Hosting Services, Support and Maintenance Services, and any other deliverable arising out of or relating thereto, or any deliverable specified on a SOW.

“**Documentation**” means all manuals, instructions and other documents (whether in hard copy, soft copy or web-based form) relating to, or necessary for, the use, operation or maintenance of the Hardware, the Software, or any other Deliverable, together with all enhancements, corrections, modifications and amendments to such documents that are furnished to Customer under this Agreement.

“**Hardware**” means any hardware to be provided by Company as specified on a SOW.

“**Purchase Order**” means any purchase order generated by Company or Customer as detailed in Section 3 or any document that the Parties mutually agree upon as the vehicle for procuring Hardware, Software and/or Services pursuant to this Agreement, including, without limitation, an SOW.

“**Services**” means, collectively, Professional Services, Hosting Services and Support and Maintenance Services.

“**Software**” means the proprietary software licensed to Customer by Company, and any third party software required to operate Company’s proprietary software, all in machine readable, object code form, together with all enhancements, modifications, corrections and amendments thereto.

“**Specifications**” means the technical requirements for, and performance standards of, the Hardware, Software, or any Deliverable as set forth in the Documentation, this Agreement and any other Company publication made available to Customer from time to time.

“**Support and Maintenance Services**” means the support and maintenance of the Hardware and Software, as provided by Company pursuant to the Maintenance and Support agreement.

2. TERM; SCOPE; PURCHASE ORDERS

2.1 Term. This Agreement shall commence on the Effective Date of the Purchase Order; provided that the Term shall be extended until the completion date of any Purchase Order entered into prior to the expiration of this Agreement. This Agreement may be extended upon the mutual written agreement of Company and Customer.

2.2 General Scope. This Agreement is being entered into by the Parties in order to evidence the Parties' agreement and understanding with respect to (among other things): (a) the sale of Hardware to Customer; (b) the licensing to Customer of Software; (c) the provision by Company of Services; and (d) the provision of any other Deliverables. Company shall supply to Customer the Hardware, Software, Services and Documentation so ordered by Customer from time to time through the issuance of Purchase Orders in accordance with this Agreement.

2.3 Purchase Orders and Change Orders.

(a) Either party may issue a Purchase Orders in hard copy, by fax or electronically, and such Purchase Order must be signed by an authorized signatory of each Party within thirty (30) days of the issuance thereof. Each Purchase Order issued may set forth (i) the specific Deliverables being ordered, (ii) the applicable quantities, (iii) the unit prices, (iv) the total purchase price, (v) any applicable performance milestones and the respective dates by which such milestones are to be completed, (vi) shipping instructions, including, without limitation, the ship-to address, if applicable, (vii) the bill-to address, (viii) the site(s) where any Services are to be performed, and (ix) any additional special instructions.

(b) Either Party may request that changes be made to an accepted Purchase Order by providing the other Party with a written document (a "**Change Order**") that: (i) is clearly identified with the term "Change Order" or an equivalent; (ii) describes the requested change(s); and (iii) is signed by an authorized signatory of the requesting Party. If any Change Order results in an increase or decrease in either Party's best estimate of the time or expense required to provide the Deliverables set forth in the applicable Purchase Order, then Customer and Company shall mutually agree on equitable adjustments to the applicable performance schedules and/or the compensation payable pursuant to the applicable Purchase Order

3. PRICING AND PAYMENT

3.1 Pricing. The prices and fees for Deliverables shall be as set forth in the Purchase Order. All prices and payments shall be in U.S. dollars.

3.2 Payment, Disputes and Invoices.

(a) Customer will remit to Company all undisputed amounts to within thirty (30) days of Customer's receipt of Company's invoice.

(b) Customer shall notify Company of any disputed charges in writing no later than twenty (20) days after the date of the applicable invoice. Company and Customer shall attempt in good faith to resolve any disputed amounts. If the dispute is resolved in favor of Company, Company may re-invoice the disputed amount, plus any interest thereon (at the rate specified in Section 3.3) that has accrued from the original due date until the date of the reissued invoice, and Customer shall pay all such amounts to Company within ten (10) days of the date of such reissued invoice.

3.3 Late Payments. In the event that Customer fails to make any payment of undisputed amounts on or prior to the applicable invoice due date (as determined in accordance with this Section 3), then those undisputed amounts shall accrue interest from the due date at a rate of eight percent (8%) per annum (or such lesser rate as may be the maximum permissible rate allowed under applicable law), calculated from the first day when such amount became due and owing until the date on which such amount is paid.

3.4 Taxes. Customer shall pay all federal, state or local sales or use taxes and any other government taxes, fees, duties or charges that are imposed upon the fees and charges paid by Customer to Company pursuant to this Agreement. Company will be responsible for all other taxes arising from the transactions contemplated by this Agreement, including, without limitation, any taxes based upon Company's property, net income or gross receipts. Customer shall pay all such amounts directly to the taxing authority unless the taxing authority requires that Company collect and remit payment, in which event Customer shall pay such amounts to Company and Company shall remit such amounts to the authority and provide Customer with a certificate stating that such amounts were so remitted. Customer and Company shall reasonably cooperate in order to take actions to minimize, or to qualify for exemptions from, any applicable taxes, duties or tariffs. Such cooperation shall include, without limitation, the furnishing of certifications that purchases by Customer are for purposes of resale, if applicable. Customer and Company shall each have the right to protest or appeal any tax or charge assessed against it by any taxing authority with respect to the subject matter of this Agreement.

4. DELIVERY AND ACCEPTANCE

4.1 Delivery. Unless otherwise agreed, prices are ExWorks 105 Industrial Drive, Christiansburg, VA 24073 (INCOTERMS 2010) and any charges Company may be required to pay or collect on the sale, purchase, delivery, storage, use or transportation of the goods shall be paid by Customer. Method of shipment will be at Company's discretion unless otherwise agreed.

4.2 Title; Risk of Loss. Unless otherwise agreed, the risk of loss passes to Customer when the goods are delivered to the carrier, as described in INCOTERMS 2010. Where the risk of loss has passed to Customer, Customer must obtain redress for freight losses, shortages or damages from the carrier or its insurer. Company is not responsible for any such losses. Notwithstanding any provision of INCOTERMS 2010 or contained herein, equitable title and accession to the goods shall, where permitted by law, remain with Company until Customer is paid in full. This shall be the case even if legal title to the goods shall be deemed by law to have passed to Customer at the time of delivery and prior to performance of all of Customer's obligations. Customer shall grant, and by acceptance of the goods is deemed to have granted, to Company a first security interest in all goods to secure payment of amounts owed by Customer. Customer agrees to execute a financing statement at Company's request. Company may reclaim any goods delivered or in transit if Customer fails to make payment when due.

4.3 Inspection and Acceptance. Customer will evaluate any Deliverable that has been delivered to Customer or performed in accordance with this Agreement to determine whether it complies with all applicable Specifications. Customer shall give Company written notice of Acceptance or rejection within fifteen (15) days after delivery of the applicable Deliverable. During the installation and testing process, and at no additional cost to Customer, Company's specialists shall be available to provide consultation requested by Customer regarding the preparation of the installation and testing environment for each Deliverable provided hereunder. Upon notice of rejection, Customer may (a) direct Company to correct the nonconformity, in which case Company (at no cost to Customer) shall correct the nonconformity within ten (10) days of Customer's request, or (b) upon mutual agreement of the Parties, pay Company a reduced amount for the nonconforming item. Deliverables provided to Customer will be deemed Accepted if Customer does not provide any notice of rejection within fifteen (15) days of receipt of the applicable Deliverable.

5. WARRANTIES

5.1 Hardware and Software Warranties. All warranties, if any, with respect to Hardware or Software shall be set forth in the applicable Purchase Order or Documentation.

5.2 Services Warranties. Company warrants that all Services performed hereunder shall be performed in a timely, professional and workmanlike manner, in conformance with industry practices, and Company warrants the workmanship of such Services for a period of ninety (90) days from the date on which the applicable Services are accepted.

5.3 Third-Party Products. Deliverables which are supplied by Company pursuant to this Agreement but which are manufactured by, or developed by, third party vendors will, in addition to (and not in lieu of) the Hardware and Software warranties set forth in Section 7.1 above, carry the warranties specified by the applicable third party vendor, which warranties Company shall extend to Customer to the full extent permissible under such warranties.

5.4 Additional Representations and Warranties. Company represents, warrants and covenants to Customer that:

(a) it has full right to enter into and perform according to this Agreement, and Company's performance shall not violate any agreement it has with a third party;

(b) all of the Deliverables delivered hereunder (and Customer's exercise of its rights hereunder with respect thereto) do not, and will not, infringe upon, violate, wrongfully use or misappropriate any foreign or United States patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party;

(c) Company has the right to grant to Customer all rights granted by it to Customer under this Agreement, free and clear of any and all agreements, liens, adverse claims, encumbrances or other interests of any third party;

(d) Deliverables delivered hereunder, and any work product resulting therefrom, do not, and will not, contain any copy protection, automatic shut-down, lockout, "time bomb" or other similar mechanisms which could interfere with Customer's exercise of its rights hereunder or Customer's ability to use the Deliverables as contemplated and in accordance with the applicable Specifications; and

(e) none of the Deliverables delivered hereunder, or any work product resulting therefrom, includes or contains, or shall include or contain, any viruses, "trojan horses" or other harmful code of any kind or nature whatsoever.

Company, at no charge to Customer and without limiting any other rights or remedies that may be available to Customer, will promptly correct any Deliverables which do not conform with any of the representations, warranties and covenants contained in this Section 5.4.

Customer represents, warrants and covenants to Company that:

(a) it has full right to enter into and perform according to this Agreement, and Customer's performance shall not violate any agreement it has with a third party;

(b) all of the products, equipment, samples, logos, images, writings, intellectual property or other materials delivered by Customer to Company under this Agreement or in connection with any SOW do not, and will not, infringe upon, violate, wrongfully use or misappropriate any foreign or United States

patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party;

5.5 Limitation of Warranties. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, COMPANY MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THE PERFORMANCE OF THE DELIVERABLES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. CONFIDENTIALITY

6.1 Confidentiality. The Parties acknowledge and agree that each Party may be given access to Confidential Information under this Agreement. Each Party disclosing Confidential Information to the other Party in a tangible medium (e.g., a paper or disk) shall mark such medium as containing Confidential Information. Confidential Information that is disclosed orally shall be identified as confidential at the time of disclosure. Notwithstanding the marking requirement for tangible information and the identification requirement for orally disclosed information, Confidential Information will also include, without limitation, information which, due to its character or nature, reasonable people in a like position and under like circumstances would treat as confidential or understand as being confidential. All Confidential Information will be the sole and exclusive property of the Party providing the Confidential Information, and the receiving Party will not have any ownership interest in the other Party's Confidential Information or engage in any derivative uses of such Confidential Information. Each Party agrees that during the term of this Agreement and for three (3) years thereafter, the receiving Party shall (a) use at least the same degree of care to prevent unauthorized use and disclosure of such Confidential Information as that Party uses with respect to its own Confidential Information (but in no event less than a reasonable degree of care); (b) use such Confidential Information only in the performance of its obligations under this Agreement; and (c) not disclose or grant access to such Confidential Information to any third party without the express prior written consent of the disclosing Party. The existence of this Agreement, and all of the terms and conditions hereof, shall be deemed to be Confidential Information of each of the Parties. In a circumstance in which disclosure of Confidential Information is compelled by a governmental or court order, the Party that is subject to such compelled disclosure shall limit the disclosure to only that Confidential Information which must be disclosed in order to comply with the order and shall give the other Party prompt prior written notice of such compelled disclosure so that the other Party may seek to protect such Confidential Information. The receiving Party shall return, or at the disclosing Party's option, destroy (and certify in writing such return or destruction) any and all Confidential Information to the disclosing Party upon the written request of the disclosing Party. This Section 7.1 shall survive termination of this Agreement.

6.2 Equitable Relief. Each party agrees that its breach of any provision in this Section 7 may result in irreparable harm to the other party for which monetary damages may not provide a sufficient remedy. Therefore, the non-breaching party may seek both monetary damages and equitable relief with respect to any such breach. In the event a party commits a material breach of any obligation in this Section 9 and such breach by its nature is not curable or, if curable, the breaching party fails to cure such breach within thirty (30) days after the non-breaching party gives written notice to the breaching party of such breach, the non-breaching party may, in addition to any other remedies it may have, terminate this Agreement, in whole or in part, effective immediately and without liability in connection therewith, by giving separate written notice.

7. TERMINATION

7.1 Termination for Cause. Either Party may terminate this Agreement for cause and without penalty in the following circumstances: (i) the other Party applied for, or consents to, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property, (ii) upon the other Party ceasing to conduct business, becoming or being declared by a federal bankruptcy court to be insolvent or bankrupt, or being the subject of any proceeding under the federal bankruptcy code or under any other law relating to relief from creditors generally that is not

dismissed within sixty (60) days; (iii) upon the appointment of, or application for, a receiver, custodian, trustee or liquidator of the other Party or all or any substantial portion of the other Party's business or operations; (iv) upon the assignment of all or substantially all the assets of the other Party for the benefit of creditors; (v) the other Party's liquidation, dissolution or winding-up; or (vi) upon the other Party's material breach of this Agreement, if the other Party fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach in reasonable detail.

7.2 Termination by for Convenience. Either party may terminate this Agreement at any time, with or without cause and without penalty, by giving the other party ninety (90) days' written notice.

7.3 Payment. Upon termination, all Purchase Orders completed in compliance with the applicable Purchase Order and this Agreement must be paid in full. In addition, with respect to Purchase Orders not completed, Company shall be paid any amounts owing for Deliverables completed as of such termination date and expenses incurred as of such termination date including non-cancelable expenses and materials on order from, or owed to third parties.

7.3 Return of Property. Within ten (10) days of termination of this Agreement, Company will deliver to Customer any and all property of Customer and its Affiliates that is in Company's possession or control.

7.4 Survival. Sections 5, 6, 7, 8 and 9 and this Section 7.4 (together with all other provisions hereof, including, without limitation, all Exhibits and other attachments hereto, that may be reasonably interpreted as surviving termination or expiration of this Agreement) will survive the termination or expiration of this Agreement.

8. RELATIONSHIP OF THE PARTIES

Company is an independent contractor, and this Agreement will not be construed to create any partnership, joint venture, agency or employment relationship between Company and Customer. Company will not represent itself to be an employee, representative, partner, joint venturer or agent of Customer. Company will have no authority (a) to enter into any agreement on Customer's behalf or in Customer's name or represent Customer for any purpose whatsoever, or (b) to promote or sell Customer's products or services. Company will retain full control over the manner in which it performs all services provided to Customer and will not be entitled to workers' compensation, retirement, insurance, stock options or other benefits afforded to employees of Customer.

9. MISCELLANEOUS

9.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. Upon a valid assignment of this Agreement, all the terms and conditions of this Agreement will be binding upon, will inure to the benefit of, and will be enforceable by, each of the Parties and their respective successors and permitted assigns.

9.2 Waivers and Remedies. The failure of either Party to enforce any provision of this Agreement will not constitute a waiver of such Party's rights to subsequently enforce the provision. The remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.

9.3 Governing Law. This Agreement will be governed in all respects by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia, without regard to any rules governing conflicts of laws. Notwithstanding the foregoing, the provisions of the Uniform Computer Information Transactions Act do not apply to any transaction to which these terms and conditions apply. The rights and obligations of the parties hereunder shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. To the extent referenced herein, certain terms and conditions are governed by INCOTERMS 2010. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts of Montgomery County, Virginia and the Western District of Virginia.

9.4 Construction; Preference. Whenever the singular form is used in this Agreement, and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Each Party signing this Agreement acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there shall be no presumption that ambiguities shall be construed or interpreted against the drafter. Unless as otherwise specifically agreed to in a writing signed by each of the Parties, in the event of any conflict of inconsistency among the provisions of this Agreement (the "General Terms and Conditions"), any other Attachment, exhibit or annex hereto, and/or any Purchase Order issued hereunder, such conflict or inconsistency shall be resolved by giving precedence (a) first, to the Attachments set forth above, (b) second, to any other exhibits, attachments, statements of work or annexes made a part hereof, (c) third, to the General Terms and Conditions, and (d) fourth, to a Purchase Order.

9.5 Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

9.6 Amendment. This Agreement may be modified or amended only by a writing signed by duly authorized representatives of both Parties.

9.7 Entire Agreement. This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties. There are no conditions, understandings, agreements, representations or warranties (express or implied) which are not specified herein.