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Title: <h2 style="text-align: center;">Terms and Conditions of Sale</h2>	

1. Scope and Terms Acceptance.

Unless a separate written agreement is entered into between Intech, Inc. and the Buyer either modifying these terms and conditions or setting forth which terms will control, the following terms and conditions are part of Intech's quotation for and acceptance of any resulting order and shall become the exclusive and binding agreement between Intech, Inc. and the Buyer with respect to the order. NO TERM OR CONDITION SET FORTH IN ANY OF BUYER'S SOLICITATION, PURCHASE ORDER, OR CONTRACT SHALL BECOME PART OF ANY ORDER OR OTHERWISE BECOME BINDING ON INTECH, INC. UNLESS EXPRESSLY AGREED TO IN WRITING BY INTECH, INC. BUYERS ORDER IS ACCEPTED SOLELY ON THE CONDITION THAT BUYER EXPRESSLY ACCEPTS AND ASSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

2. Definitions.

Throughout this document the term "Software" will mean the software that has been generated by Intech to meet Buyer's requirements. "Hardware" will mean Intech manufactured hardware. "Third Party Software" will mean software generated by parties other than Intech. "Third Party Hardware" will mean hardware manufactured by parties other than Intech. "System" will mean the combined hardware and software from all sources.

3. Cancellation.

Unless otherwise agreed upon in writing by Intech and Buyer, orders are not cancelable.

4. Payment

Until Buyer is extended credit terms by Intech as indicated by Intech's quote or order confirmation, Buyer must pay all amounts for Products upon delivery by Intech. Upon credit being extended to Buyer, Buyer shall pay the purchase price for all Products shipped net within thirty (30) days from date of invoice, unless different payment terms are set forth on Intech's invoice. If payment is not timely made, this Agreement and all other agreements between Buyer and Intech shall be deemed breached. Buyer agrees to pay Intech delinquency charges on all amounts past due at the maximum annual rate allowed by law from the date each payment became past due until paid.

5. Security interest

Buyer hereby grants to Intech a security interest in the products sold by Intech to Buyer and all proceeds therefrom as security for Buyer's obligations under the agreement. Buyer further grants Intech the right, without liability and with or without notice to Buyer, to repossess the products in the event of default. These terms shall also constitute a security agreement with respect to such security interest and Buyer authorizes Intech to sign and file on behalf of Buyer to file one or more financing statements or other documents which may be necessary to perfect such security interest, and Buyer agrees to sign any such documents and take any such actions as Intech may reasonably request with respect to perfection and/or enforcement of such security interest. Intech may proceed without Buyer's signature as provided by law. Buyer agrees to cooperate fully with Intech in all such matters. Buyer agrees to pay Intech's reasonable costs and expenses (including but not limited to attorney's fees) incurred to collect any amount unpaid or to enforce Intech's other rights and remedies, whether or not suit is commenced.

6. Limited Warranty:

Intech warrants that the media containing the Software will be free from defects in material and workmanship and will remain free of such defects for sixty (60) days from the date of purchase. Intech's sole liability for any breach of this warranty shall be, in Intech's sole discretion: (i) the replacement of any defective media; or (ii) in the event the above remedy is impracticable, the refund of the fees paid by User for the Software

Intech warrants that for six (6) months following acceptance of the System by Buyer, the Software will be free from material reproducible programming errors and defects in workmanship and materials. "Errors" include bugs that cause the System to crash or become unstable that are the result of improper implementation. This warranty does not cover errors in Third Party Software.

Intech warrants that for sixty (60) days following acceptance of the System by Buyer, the Hardware will be free from defects in workmanship and materials. This warranty does not cover Third Party Hardware.

All Third Party Hardware and Third Party Software will carry the original manufacturer's warranty.

This limited warranty shall apply only in the event Intech both receives notification and proof of purchase within the applicable warranty period. The warranty shall be void if (i) modifications have been made to the System, (ii) the media has been subjected to accident, abuse, or improper use, or (iii) the software has been used with hardware or software other than the hardware or software with which the Software was designed to be used. User assumes full responsibility for the installation and use of the System.

EXCEPT AS EXPRESSLY STATED, INTECH MAKES NO WARRANTY AS TO THE SYSTEM AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

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Verify that this is the correct version before use.

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7. Limitation of Liability.

IN NO EVENT WILL INTECH BE LIABLE TO BUYER, OR ANY OTHER PARTY FOR ANY DAMAGES, INCLUDING INCIDENTAL, SPECIAL, PUNATIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOST PROFITS, LOST SAVINGS, EXPENSES, ATTORNEYS FEES, OR ANY OTHER DAMAGES, COST OR EXPENSE WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF INTECH, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Ownership of Custom Software:

Subject to Buyer's compliance with the terms of this Agreement, including payment of all compensation when due, all copyrightable works that are created by Intech hereunder are hereby deemed as "works made for hire" as defined by the United States Copyright Act and such works will be owned by Buyer. Intech hereby grants, assigns and transfers all right title and interest in such works to Buyer and agrees to execute all papers and perform such other acts as are reasonably necessary to assist Buyer to obtain and register any copyrights. To the extent that the works commissioned do not vest in Buyer as "works made for hire", Intech hereby grants, assigns and transfers all right and interest in and to such works to the extent that Intech has had or will have any right, title and interest therein, except that no right, title and interest shall be granted, assigned or transferred for Intech Background Technology. Buyer hereby grants to Intech a nonexclusive, irrevocable personal license to use the Software, in whole or in part.

9. Ownership of Background Technology:

Buyer acknowledges that Intech owns or holds a license to use and sublicense various preexisting development tools, routines, subroutines and other programs, data and materials that Intech may include in the System developed under this Agreement. This material shall be referred to hereafter as "Background Technology." Both parties acknowledge that as of the date of this Agreement, it is not possible for Intech to anticipate and list all Background Technology that may be included in the System when finally completed. If requested by the Buyer, at the time the completed System is delivered to the Buyer, Intech shall supply a list so that it may reflect as accurately as possible what Background Technology the System contains. The list would then be made a part of this Agreement.

Buyer agrees that Intech shall retain any and all rights Intech may have in the Background Technology. Intech grants Buyer an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the System and delivered to Buyer under this Agreement, and all updates and revisions thereto. However, Buyer shall make no other commercial use of the Background Technology without Intech's written consent.

10. ITAR/EAR

Intech, Inc. fully complies with all U.S. export control regulations, including the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), Office of Foreign Assets Control (OFAC), Office of Antiboycott Compliance (OAC & IRS), and the National Nuclear Security Administration (NNSA).

As a Term of Sale, Intech requires its customers to use reasonable efforts to cooperate with, and assist, Intech in the correct identification and classification of items provided by the customer or manufactured to customer's requirements, designs and/or specifications, which may be subject to U.S. export control regulations. If the customer cannot, or will not, make commonly reasonable efforts to assist Intech in the correct identification or classification of items relative to U.S. export control regulations, then the customer hereby indemnifies and holds harmless Intech from any resulting violation and/or penalties which may arise from the inaccurate classification of items and any resulting exports of such items which occurs.

The term "item" (as described above) includes product or hardware, technical data, software, or technology which is subject to any U.S. export regulation. "Item" does not just refer to the physical product itself.

Intech, Inc. shall not export restricted items without documented proof of a license or agreement from the appropriate U.S. governmental authority, and will follow all terms, conditions and provisos on such license or agreement as a condition of exporting and engaging in business with its customers. Shipment of any restricted items to a sanctioned or embargoed country or restricted party is not permitted nor will be sanctioned by Intech, Inc. Intech employees are required by law to report any violation of the OFAC Regulations to the US Department of Treasury, Antiboycott violations to the Office of Antiboycott Compliance (BIS or IRS) as jurisdiction may require. Intech is committed to lawful reporting of any OFAC or Antiboycott violation.

Intech, Inc. shall not be liable in any way to customers or third parties for delays caused by licensing issues to the extent such licensing issues arise out of customer's failure to cooperate with and assist Intech in its efforts to accurately classify items provided by the customer or manufactured to the customer's requirements, designs and/or specifications.

The customer will also ensure that all company personnel who represent the customer in a visit to Intech, Inc. will identify their citizenship/nationality. In the event Intech informs customer that restricted items will be involved or accessible on a site visit to Intech's facility or customer otherwise knows that restricted items will be involved or accessible on a site visit to Intech's facility, customer will only send personnel on such a site visit who are authorized by the U.S. export regulations to receive and work with restricted items.

11. Governing Law.

This Agreement shall be interpreted and enforced according to the laws of the State of Florida without applications of its conflicts or choice of law rules. Intech and Buyer agree to submit to the exclusive personal jurisdiction and venue of the courts of Brevard County, Florida, and the United States District Court for the Middle District of Florida, Orlando Division, with respect to such matters.

12. Severability.

If any provision of this Agreement is found to be unlawful or unenforceable, that provision shall be deleted from this Agreement and the remaining provisions shall, insofar as possible, be given full force and effect.

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13. Force Majeure

Neither party shall be liable to the other by reason of its failure to perform any part of the Agreement as the result of a fire, explosion, natural disaster, war, strike, or act of a governmental authority beyond the control of either party. In such event, the party experiencing such delay shall promptly notify the other party of the delay and the reason therefore.

14. Compliance with Laws and Regulations.

The parties shall comply with all federal and state laws and regulations, including United States export laws and regulations, relating to their respective duties, obligations, and performance hereunder and Buyer shall procure all licenses and pay all fees, taxes and other charges required thereby.

15. Assignment

Buyer may not assign its rights or obligations under these terms without the prior written consent of Intech, which consent shall not unreasonably be refused.

16. Entire Agreement.

This Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire Agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.