

# SONO PLOT'S TERMS and CONDITIONS of SALE

This Agreement (the "SonoPlot's Terms and Condition of Sale" or "Agreement") shall control all sales of all SonoPlot's products (sometimes referred to as "Hardware") and the licensing of software products and support (sometimes referred to as "Software") (collectively sometimes referred to as "Products") hereunder.

- 1. Price, Payment Terms, Interest and Taxes:** The price for Hardware sold to customer ("Customer") will be those listed on the accompanying Quotation and shall expire thirty (30) days from this date (unless otherwise specified on the Quotation which shall then control). Although not separately set out, the price will include a license fee for computer programs and/or computer software which has been preloaded on to the Hardware. If the price for Product (that is, the price for the sale of the Hardware and the license fee for the use of software combined) has expired or the prices are not listed on the Quotation, then the prices for Product shall be the then-current prices for the Product in effect at the time SonoPlot accepts the order. Except as otherwise stated on the accompanying Quotation or agreed in writing between SonoPlot and Customer, all prices shall exclude shipping costs, insurance, freight, taxes, fees, duties and levies, which shall be payable by Customer. Payment terms are net thirty (30) calendar days from the date of the invoice. Late payments are subject to the imposition of interest charges at a rate not exceeding the lesser of the highest rate permitted by applicable law or eighteen percent (18%) per annum. Customer is responsible for payment of all taxes of every kind imposed in connection with the sale or licensing of SonoPlot products hereunder (except for taxes imposed on SonoPlot's income). Customer at the time of issuing purchase order will provide SonoPlot with a copy of its sales and or use tax exemption certificate, if any.
- 2. Delivery:** Products shall be shipped Ex Works, EXW, (Incoterms 2010), SonoPlot's facility Middleton, Wisconsin, Customer to pay freight costs. Customer takes title and risk of loss or damage in respect to the Products shipped hereunder upon delivery to a common carrier. If shipment is made to a destination outside of the United States it is subject to the Reservation of Title provision contained in Section 4 below. Customer is responsible for payment of all costs relating to transportation, delivery, and insurance and is responsible for filing all claims. Customer is responsible for all import duties and taxes.
- 3. Security Interest:** Customer hereby grants SonoPlot a security interest in (i) all present and future Product sold or delivered by SonoPlot to Customer; (ii) all present and future books and records, including, without limitation, books of account and ledgers, computer programs, computer software, and data relating to Customer or to any personal property subject to a security interest granted herein; and (iii) all proceeds, whether now owned and existing or hereafter acquired or arising, including, without limitation: (A) all rents, issues, royalties, and profits of or from any of the foregoing, (B) all personal property now or hereafter received by Customer upon the sale, exchange, lease, transfer, or other disposition of any of the foregoing, and (C) any amounts now or hereafter payable under any insurance policy by reason of any loss or damage to any of the foregoing or any proceeds thereof to secure the prompt and unconditional payment and performance by Customer of all indebtedness, obligations, debts, and liabilities owed to SonoPlot. Customer agrees, upon request by SonoPlot, to execute promptly any documents and perform any other acts at Customer's sole expense that SonoPlot deems necessary or advisable to confirm, continue and/or perfect the security interests granted in this Section. In addition to and not in limitation or derogation of the foregoing, Customer hereby irrevocably authorizes SonoPlot to execute and file any one or more financing statements covering all Property subject to the security interests granted in this Section. For Products shipped to destinations outside of the United States, SonoPlot reserves title in such Products until Customer pays SonoPlot in full for such Products, at which time title in such Products (but not Software) shall pass to Customer.
- 4. Changes to Purchase Order:** Any and all changes to Customer's purchase orders must be provided in writing and are subject to acceptance by SonoPlot. Delays in Shipment will be communicated to Customer when known.
- 5. Software License:** All Software is provided subject to SonoPlot's End-User License Agreement which terms, in the event of inconsistency with the terms contained in this Agreement, shall prevail.

SonoPlot's End-User License Agreement is incorporated herein in its entirety by this reference. SonoPlot does not sell any software and terms such as "sell" and "purchase", as used in this Agreement, apply only to the extent the Products consist of non-software items.

6. **Hardware Warranty:** All Hardware is sold subject to SonoPlot's Limited Warranty and is incorporated herein in its entirety by this reference. If there is any inconsistency between this Agreement and SonoPlot's Limited Warranty, SonoPlot's Limited Warranty shall prevail.
7. **Confidentiality:** Any information marked confidential by SonoPlot and transmitted to Customer in confidence shall be maintained in confidence by Customer, except to the extent that: (i) Customer can show by written record that it possessed the information prior to its receipt from SonoPlot; (ii) the information was already available to the public or became so through no fault of Customer; (iii) the information was subsequently disclosed to Customer by a third party that has the right to disclose the information; (iv) the information is required to be disclosed under operation of law; or (v) five (5) years have elapsed since the disclosure of the information to Customer by SonoPlot.
8. **Export Compliance:** The Product may be subject to the U.S. Export Administration Regulations and may be subject to similar laws, regulations, or requirements in other countries. Customer agrees to comply with the U.S. Export Administration Regulations and such other laws, regulations, or requirements as may apply to Customer's receipt, re-export and use of the Product provided to Customer. This provision shall survive the termination of this contract.
9. **U.S. Government Rights:** The Software was developed at private expense, and is provided with "RESTRICTED RIGHTS". Use, duplication or disclosure by the government is subject to restriction as set forth in FAR 52.227-14 and DFARS 252.227-7013 et seq. or its successor. The use of Software by the government constitutes an acknowledgment of SonoPlot's proprietary rights in the Software. If Licensee is acquiring Software on behalf of the U.S. government, the Government shall have only "restricted Rights" in the Software as defined in the Federal Acquisition Regulations (FARs) in clause 52.227.19(c)(2). If Licensee is acquiring the Software on behalf of the Department of Defense, the Software shall be classified as "Commercial Computer Software" and the Government shall have only "Restricted Rights" as defined in Clause 252.227-7013 (c)(1) of DFARS. Notwithstanding the foregoing, SonoPlot grants the U.S. Government and others acting in its behalf permission to use and distribute the Software in accordance with the terms specified in this license.
10. **Force Majeure:** Neither party shall be liable for any delay, defect or deficiency hereunder to the extent that such delay, defect or deficiency is caused by an event of force majeure which affects performance by hindering, delaying or making considerably more difficult the fulfillment of commitments of the party. "Force majeure" shall mean labor disputes or any circumstance beyond the control of the party such as acts of God, disruption of transport, obstruction by ice, accidents, breakdowns of machinery, or delay in delivery by any third party which is caused by factors outside of the party's control.
11. **Entire Agreement:** This Agreement, together with SonoPlot's End-User Software License Agreement and SonoPlot's Limited Warranty, shall constitute the complete and exclusive statement of all the terms of agreement between SonoPlot and customer (the "Customer") unless different, contradictory or additional terms and conditions are agreed to in a writing signed by authorized representatives of both parties. SonoPlot does not agree to be bound by terms and conditions included with Customer's purchase order or similar Customer document, and SonoPlot's performance hereunder is expressly conditioned on Customer's assent to this Agreement. Orders shall be subject to written acceptance by SonoPlot. If SonoPlot's order acknowledgment changes any of Customer's purchase order requirements, Customer will be deemed to agree to the changes unless written objection is received by SonoPlot within five business day.
12. **Partial Invalidity:** If any part of the terms and conditions is held void or unenforceable, such part will be treated as separable, leaving valid the remainder of these terms and conditions.
13. **Waiver:** Any waiver of any defaults hereunder shall not constitute a waiver of the remaining Terms and Conditions or of any partial invalidity or unenforceability, and no failure or delay in exercising any right hereunder shall operate as a waiver thereof.
14. **Assignment:** This Agreement may not be assigned by Customer to any other person, firm, corporation or other entity except in the sale of the Customer's entire business or transfer of essentially all of the Customer's assets.
15. **Arbitration:** Except in those cases involving alleged infringement, non-payment of goods or other matters requiring equitable remedies, all disputes relating to this Agreement shall be subject to

binding and final arbitration in Madison, Wisconsin pursuant to the commercial arbitration rules of the American Arbitration Association under the auspices of a single arbitrator; losing party paying the cost of the arbitration including the other party's attorneys' fees). The United Nations Convention on Contracts shall not govern this Agreement.

16. **Choice of Law; Jurisdiction:** This Agreement shall be governed by the laws of the State of Wisconsin, excluding its conflict of law rules that would result in the application of the law of any other jurisdiction. Subject to the Arbitration provision above, the federal and state courts located in Madison Wisconsin shall have exclusive jurisdiction with respect to any dispute arising under this Agreement,
17. **Attorneys' Fees:** In any legal action to enforce, or arising out of, this Agreement, the prevailing party shall be entitled to be awarded all court costs and reasonable legal fees incurred.