



Terms & Conditions of Sale

DEFINITIONS. "Seller" means Viztek, LLC. "Buyer" means the individual(s) or entities identified on the face of the invoice. "Software" means any computer software and related documentation available from Seller, and includes computer software owned by Seller, third party software that has been provided for use in association with Seller's software or related goods and computer software that has been custom designed or modified for Buyer. "Products" means the Software, goods, equipment and services provided by or on behalf of Seller to Buyer pursuant to the invoice.

BASIS OF PURCHASE. All sales by Seller to Buyer shall be governed by these Terms and Conditions, which, together with the relevant invoice appearing on the reverse hereof, constitute Seller's offer to sell Products to Buyer. Seller objects to and shall not otherwise be bound by any additional or different terms, whether in writing or otherwise, in Buyer's purchase order or in any other communication from Buyer to Seller. These Terms and Conditions are for the benefit of Buyer and Seller and not for the benefit of any third party. Notwithstanding any contrary provision in Buyer's purchase order, no action by Seller (such as delivery of any Product, the rendering of any services or the commencement of work on specialty Products for Buyer) will be deemed an acceptance by Seller of any purchase order from Buyer with terms different from or additional to those contained herein. Any modification to these Terms and Conditions must be in writing and signed by both parties. Buyer understands and agrees that no agent or employee of Seller has the authority to modify these Terms and Conditions except by a written agreement signed by an officer of Seller.

PAYMENT TERMS. Unless otherwise provided in the invoice, 50% of the invoice amount is due upon Buyer's acceptance of the invoice, 30% of the invoice amount plus all training fees is due upon installation of the Products on Buyer's premises; and the balance of 20% will be due once the Products are ready to be placed in service. In the event Seller commences collection activities to recover unpaid invoices for Products, Seller shall be entitled to interest on the unpaid balance at the highest rate permitted under applicable law from the due date of the invoice, together with attorney's fees of 15% of the amount due and costs of collection, including any judicial proceeding.

CONFIDENTIALITY. The sales quotation for the Products and all verbal and written communication between Seller and Buyer is confidential and may not be reproduced, disclosed or transmitted in any manner without first obtaining Seller's express written permission.

RISK OF LOSS; PASSAGE OF TITLE; SECURITY INTEREST. Risk of damage to or loss of the Products shall pass to Buyer upon delivery of the Products to Buyer. Title to the Products shall pass to Buyer upon the later of (a) delivery of such Products to Buyer or (b) Buyer's payment in full of all amounts relating to the particular invoice involved. Buyer grants Seller a security interest in the Products and all proceeds thereof until all payments due have been made in full and authorizes Seller to file appropriate financing statements in order to perfect such security interest.

LIMITED WARRANTIES AND REMEDIES. To the extent any of the Products consist of equipment, such as X-ray machines, plates or other hardware, Seller provides no warranties whatsoever. However, Seller will provide reasonable assistance to Buyer in connection with the third party manufacturers' warranties that cover such equipment. To the extent of Products that consist of Software or services such as installation or training, Seller will replace any non-functioning Software or will reinstall or replace any faulty parts supplied solely by Seller; provided Seller receives notice of such non-functioning Software or faulty parts within 60 days following delivery of the Products. **EXCEPT AS EXPRESSLY STATED HEREIN, SELLER MAKES NO WARRANTY, REPRESENTATION OR INDEMNITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF ANY SERVICE OR WORK PERFORMED UNDER THE INVOICE SUBJECT TO THESE TERMS AND CONDITIONS, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE WARRANTIES SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES MADE BY SELLER TO BUYER WITH RESPECT TO THE SALE OF THE PRODUCTS AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. SELLER SHALL NOT BE LIABLE TO BUYER OR ITS AFFILIATES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS HEREUNDER OR OTHERWISE RELATED HERETO, INCLUDING (WITHOUT LIMITATION) LOST PROFITS OR LOST DATA RESULTING FROM DELAYS, LACK OF FUNCTIONALITY, NON-DELIVERIES, MIS-DELIVERIES, SERVICE INTERRUPTIONS OR DAMAGES TO BUYER'S BUSINESS. IN ADDITION, SELLER SHALL NOT BE RESPONSIBLE SHOULD ANY HARDWARE SUPPLIED BY BUYER OR PREPARED FOR THE INSTALLATION OF THE SOFTWARE NOT MEET ACCEPTABLE STANDARDS FOR PERFORMANCE.** The foregoing sets forth Seller's only obligations and Buyer's exclusive remedy for breach of warranty, whether such claims are based on breach of contract, tort (including negligence and strict liability), or other theories, and the foregoing is expressly in lieu of other warranties whatsoever whether expressed, implied or statutory, including without limitation, the implied warranties of merchantability and fitness. Buyer and Seller expressly agree that no claim for losses or damages whatsoever in connection with any Products or the invoice shall be made more than 2 years after the date of the event giving rise to such claim. Furthermore, Seller's cumulative liability to Buyer (if any) in connection with the sale of any Products shall be limited, in the aggregate, to the aggregate amount that has been paid by Buyer to Seller in connection with the invoice.

ADDITIONAL RESPONSIBILITIES OF BUYER. In connection with the Products, Buyer may require server software, additional cabling and additional network infrastructure (including, but not limited to, servers, T1 connections, routers, bridges, and ethernet hub and drops) to properly install, operate and maintain the Products. The installation of such cabling and network infrastructure, and all costs and expenses associated therewith, are the sole responsibility of Buyer. In addition, Buyer should anticipate that additional fees for its telecommunication provider's line installation (to facilitate remote service by Seller) and access may be incurred in connection with the installation, operation and maintenance of the Products. Buyer shall be solely responsible for providing Seller with such access and for paying all costs and expenses associated therewith.

PRODUCT CHANGES. Seller reserves the right to amend the Products offered at any time; provided that Seller will give Buyer a minimum of 30 days prior notice if such amendment shall affect any undelivered Product that is the subject of an outstanding invoice.

NOTICES. All notices, requests, instructions or other communication pertaining to these Terms and Conditions or the invoice shall be in writing and delivered personally or sent by U.S. Mail, postage prepaid to the party's address identified on the reverse hereof. Any change of address must be communicated in writing to the other party within 10 days of said change becoming applicable.

SEVERABILITY: In the event any term or provision of Terms and Conditions shall be found by a court to be unenforceable or void, the remainder of these Terms and Conditions, as applicable, shall not be affected thereby and will be enforced to extent permitted by law.

GOVERNING LAW; VENUE. These Terms and Conditions and the related invoices shall be governed by the laws of the State of Florida. All disputes or legal proceedings relating to the Products, these Terms and Conditions or the related invoices shall be brought and heard exclusively in the state or federal courts located in Duval County, Florida. Seller and Buyer irrevocably consent and submit to the personal jurisdiction in such courts for all such disputes or legal proceedings.

MERGER. The invoice and these Terms and Conditions contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, that is not set forth in this writing. Neither parol nor extrinsic evidence shall be introduced to explain or change the terms hereof.