

NLA DIAGNOSTICS, LLC

TERMS AND CONDITIONS OF SALE

1. Product Purchase and Delivery.

(a) Terms of Agreement. The complete agreement (“Agreement”) between NLA Diagnostics, LLC (“NLAD”) and the Purchaser named on the face of this Product Quotation consists of said Quotation and these Terms and Conditions (including any Product Training, Support and Maintenance Addendum, if any, which are attached to and incorporated in these Terms and Conditions). Upon the acceptance of this Quotation by delivery of a co-signed copy to NLAD, Purchaser agrees to purchase the Products set forth on the face of this Quotation upon the following Terms and Conditions; any such acceptance must occur not later than thirty (30) days following the date set forth on the face of this Quotation. In the alternative, Purchaser may accept this Quotation (including these Terms and Conditions) by issuing to NLAD a purchase order for the Products (a “Purchase Order”), also not later than the said thirty (30) days; provided, however, no provision of such Purchase Order which is inconsistent with or in addition to any provision of this Agreement shall be binding upon NLAD, and are hereby expressly rejected by NLAD, unless explicitly accepted by NLAD in writing. Notwithstanding anything contained in such Purchase Order to the contrary, delivery by NLAD of Products specified in such Purchase Order shall not constitute acceptance of any terms contained therein but shall constitute delivery in accordance with this Agreement (including these Terms and Conditions), and acceptance of the Product by Purchaser shall constitute acceptance of this Agreement (including these Terms and Conditions).

(b) Certain Definitions:

(i) “Affiliate” means, at the time of determination, any corporation or other entity that at such time, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Purchaser. As used in this definition, “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation or other entity, whether through the ownership of voting securities, or by contract or otherwise.

(ii) “Product” means the goods, equipment, supplies, materials, parts, components and associated Software listed and specifically described on the face of this Product Quotation.

(iii) “Software” means the computer programs, in machine-readable object code form, which are embedded in the Product. Throughout this Agreement, unless the context otherwise requires, the term Software (as defined above) is included in the term Product.

(c) Delivery. Products, including all components as set forth with particularity on the face of this Quotation, shall be shipped FOB Purchaser’s location designated in this Quotation. Claims for shortages or damage to shipments shall be made against the carrier by Purchaser. NLAD shall not be liable in respect of error in delivery, loss, damage or destruction to Product during delivery unless notice thereof is advised to NLAD by telephone immediately on delivery of the Products and confirmed in writing within two business days thereafter. The Purchaser shall at the same time notify the carrier in writing of any such error, loss or damage and shall in all cases, where possible, enter a note of the same upon the carrier's receipt. If by reason of the failure of the Purchaser to give any such notice as provided above, NLAD is unable to make recovery from the carrier in respect of the error, loss or damage complained of, then the Purchaser shall be liable to pay for the Products as though no such error, loss or damage occurred. No liability for shortages will be accepted by NLAD unless such shortage is noted on the delivery note.

(d) Payment and Security for Payment. All payments, at the prices stated in the Quotation, are due net 30 days after shipment and are to be made in US Dollars. Any late payments shall be subject to a finance charge equal to 1.5% per month for each day payment is late, or the maximum amount permitted by law, whichever is less. NLAD shall be entitled to recover costs and expenses (including reasonable attorneys’ fees) incurred in any action brought against Purchaser to collect any amounts owed. If it appears to NLAD that the Purchaser may be unable to pay its debts, NLAD shall (without prejudice to any other rights it may have) be entitled to demand security for payment prior to delivery either by payment in cash, bank or certified check, or by letter of credit, notwithstanding any terms of payment previously agreed, and in the event that the Purchaser is unable to provide such security, NLAD shall be entitled to withdraw from and terminate this Agreement, and refuse to ship the Products to Purchaser without incurring any liability.

(e) Inspection/Rejection. Upon delivery of Products, the Purchaser may inspect and accept or reject all or any portion of such shipments in accordance with this paragraph. Any such inspection must be completed within five (5) business days of delivery. If after inspection any Product is reasonably found not to conform to the Requirements Specifications provided by NLAD to the Purchaser, it may be rejected by submitting to NLAD a detailed claim in writing immediately on such claimed defects being discovered, and, upon receipt of NLAD's return authorization, returned at NLAD's sole cost and expense for either (i) repair or replacement by NLAD within a reasonable time, or (ii) at NLAD's sole and absolute discretion, credit. NLAD's costs and expenses, for this purpose, shall include the reasonable costs of shipping, handling and insurance; provided, however, if NLAD determines that the Product is not defective or was misused or damaged to cause it to be defective, Purchaser will be charged for all costs and expenses related to the return. Purchaser will not return claimed defective Products to NLAD without prior authorization in writing and shipping instructions from NLAD. Unless specifically provided to the contrary in the Quotation, all specifications, descriptions, photographs, measurements or capacities (including those contained in the Requirements Specifications) are approximate only and shall not form part of this Agreement or be treated as constituting and warranty, representation or condition in relation to the Products.

(f) Taxes. Purchase price for the Products is exclusive of all taxes. Purchaser shall pay all sales, use, value added and other taxes of any kind or nature imposed by any state or the federal government on the sale of Products by NLAD to Purchaser pursuant to the provisions of this Agreement. Purchaser agrees to indemnify and hold harmless NLAD from any and all claims, actions, suits, enforcement actions, or other proceedings, including reasonable attorney fees, investigation costs, and other costs incurred by NLAD in defending any proceedings, relating to the imposition of sales, use, value added taxes or other taxes of any nature imposed and upon the sale of the Product by NLAD to Purchaser, except for taxes payable by NLAD based on the income of NLAD.

2. License of Software. The Software which is included in the Products is being provided to the Purchaser subject to the limited license set forth in this Section 2.

(a) License Grant. Subject to and conditioned upon payment in full of all amounts due under this Agreement and to Purchaser's fulfillment of all the other terms and conditions of this Agreement, NLAD hereby grants to Purchaser and its personnel who operate the Products ("Authorized Users"), and Purchaser accepts from NLAD, a limited, non-exclusive, non-transferable (except in the case of transfer of Product to an entity which, as of the date of the Quotation, is an Affiliate of the Purchaser), non-sublicensable license to use the Software solely for its internal business use, and only to the extent necessary for the proper operation of the Products, and not for purposes of distribution, commercial or otherwise. The license shall terminate upon the earlier of (i) the cessation of use by the Purchaser of the Products or (ii) breach by Purchaser of any of its obligations under this Agreement, or (iii) any other termination of the Agreement. All use of the Software shall cease immediately upon the termination of the license therefor. This license transfers to Purchaser and the Authorized Users neither title nor any proprietary or intellectual property rights to the Software, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein. The Software is owned and copyrighted by NLAD or by third party suppliers, and the license granted is not a sale of the Software or of any of the rights in the Software; NLAD reserves all rights and licenses in and to the Software not expressly granted herein. Third party suppliers are intended beneficiaries under this Agreement and may protect their rights to the Software directly against Purchaser in the event of any improper use by Purchaser or its Authorized Users.

(b) Limitations. Purchaser agrees that it will not itself, or through any, Affiliate, agent, employee, consultant or other third party, including any Authorized User: (i) sell, lease, license or sublicense the Software; (ii) copy, modify, translate or otherwise create derivative works of the Software; (iii) decompile, disassemble, or reverse engineer the Software, in whole or in part; (iv) allow access to the Software by any person not an Authorized User; (v) provide, disclose, divulge or make available to, or permit use of the Software by any third party without NLAD's prior written consent. Purchaser hereby agrees and covenants that the Authorized Users and any other of its employees or consultants who may have access to the Software are legally bound by provisions substantially similar to those provisions of this Section 2 and that Purchaser shall be responsible to NLAD for the fulfillment by such persons of their obligations.

3. Warranties and Limited Remedies.

(a) Products (excluding Software and Intellectual Property):

(i) NLAD warrants for a period of twelve (12) months from the date of shipment to Purchaser that the Products will be free from defects in material and workmanship and will conform and perform substantially to the specifications therefor as set forth in the Product Requirements Specifications provided by NLAD in writing to Purchaser. The warranty provided herein is valid only when the Products are used by properly trained individuals.

This warranty does not extend to anyone other than the Purchaser. NLAD does not warrant that the analysis of the data generated by the Product will be accurate or complete, it being agreed that such analysis is the sole and absolute responsibility of the Purchaser or its agents; accordingly Purchaser will indemnify and hold harmless NLAD and its Affiliates, and their respective officers, directors, managers and agents, against and all losses, liabilities, judgments, awards and costs (including reasonable legal fees and expenses) arising out of or related to a failure by Purchaser to completely, properly or accurately analyze such data or to make proper recommendations based on such data or analysis. NLAD will pass to the Purchaser, to the extent that it is able to, the benefit of any guarantee or warranty related to any Product component as it may receive from the manufacturer of such component.

(ii) In the event Purchaser returns an in-warranty Product to NLAD as defective, Purchaser shall be entitled to receive a replacement Product. Shipping charges in connection with the return of such defective in-warranty Products shall be borne by NLAD; provided, however, if NLAD determines that the Product is not in-warranty, is not defective or was misused or damaged to cause it to be defective, Purchaser will be charged for the replacement Product and for all shipping charges related to the return. Purchaser will not return Products to NLAD without prior authorization in writing and shipping instructions from NLAD.

(b) Software and Intellectual Property: NLAD warrants that (i) the Products will not incorporate any misappropriated trade secret; (ii) NLAD has the authority to grant the licenses as provided herein; and (iii) the Software will operate substantially in accordance with the Requirements Specifications and User Manuals provided by NLAD to Purchaser, although no warranty is made that the Software (and therefore the Products) will operate uninterrupted or error-free.

(c) Product Training, Support and Maintenance: Except for the warranties provided in Section 3(a) and 3(b), NLAD is not providing to Purchaser any services in the nature of training, support or maintenance of the Product (including Software) except and to the extent provided in any separate written addendum provide by NLAD.

(d) **NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE GIVEN PURSUANT TO SECTION 3(a) or 3(b) HEREOF, ARE GIVEN IN RESPECT OF PRODUCTS, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, OR WARRANTY OF NON-INFRINGEMENT, IS HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW.** NLAD'S OBLIGATION UNDER ITS PRODUCT WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT (AT NLAD'S OPTION) OF DEFECTIVE PRODUCTS WHICH BECOME DEFECTIVE WITHIN 12 MONTHS OF DELIVERY DATE. ANY ACTION FOR AN ALLEGED BREACH OF ANY CONTRACT OF SALE OR OF THE ABOVE-STATED WARRANTY IN RESPECT OF PRODUCTS SOLD BY NLAD TO PURCHASER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. EXCEPT FOR LIABILITY ARISING OUT OF INFRINGEMENT OF THE PRODUCTS (AS TO WHICH NLAD'S LIMITATION OF LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY ARE PROVIDED IN SUBPARAGRAPH (ii) BELOW), IN NO EVENT SHALL NLAD'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER EXCEED, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO, THE AMOUNTS PAID BY THE PURCHASER TO NLAD UNDER THIS AGREEMENT. IN NO EVENT WILL NLAD BE LIABLE TO THE PURCHASER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS, COST, DAMAGE OR EXPENSE (INCLUDING BUSINESS INTERRUPTION, DAMAGE TO REPUTATION OR GOODWILL, LOSS OF PROFIT OR REVENUE OR ANY LOSSES RELATING TO CLAIMS MADE BY ANY THIRD PARTY) SUFFERED BY PURCHASER OR BY ANY CUSTOMER OF PURCHASER OR USER OF PURCHASER'S DATA OR ANALYSES, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THE PROVISIONS OF THIS SECTION 3(d) ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN PURCHASER AND NLAD. NLAD'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

(e) Purchaser is familiar with NLAD's Products and will become familiar with the requirements of the safety codes and laws of the states and localities in which the Products will be installed by the Purchaser. Whenever Purchaser learns of any changes in any such code or law which would require changes in the Products, Purchaser will advise and consult with NLAD about such changes. Purchaser hereby indemnifies NLAD from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suites, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against NLAD arising from the use and installation by Purchaser of any Products which to its knowledge do not comply with the safety codes and laws, as the same may be amended from time to time, of the states and localities in which Products are to be installed by the Purchaser.

4. Proprietary Information. Should proprietary information of either Purchaser or NLAD be required by other in the performance of this Agreement, the party receiving such proprietary information (hereinafter Recipient) here agrees that Recipient will maintain same in confidence and to take such precautions as may reasonably be necessary to protect same from disclosure to others, or use by itself or others for any purpose inconsistent with this Agreement without the prior written consent of the other party. Precautions taken shall be deemed reasonable if at least equivalent to Recipient's precautions with respect to its own proprietary information. Proprietary information shall mean technical or business information or data conveyed in written, graphic or other permanent tangible form identified as being proprietary or, in the case of oral conveyances, any such information reduced to some permanent tangible form. Proprietary information shall not include any information which (a) is or becomes public domain information through no fault of the Recipient, or (b) information the Recipient can demonstrate through written evidence was in its possession free of restrictions prior to disclosure by the other party or was rightfully conveyed to Recipient by another party free of restrictions.

5. Export Restrictions. Purchaser acknowledges that the Products and any related technology, including technical information supplied by NLAD or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Purchaser will comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Purchaser will not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Purchaser will cooperate fully with NLAD in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and will indemnify and hold NLAD harmless from, or in connection with, any violation of this Section by Purchaser or its employees, consultants, agents, or customers.

6. Miscellaneous.

(a) Any delay or failure of either party to perform its obligations under this Agreement shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order. If the event of force majeure continues for more than 90 days, this Agreement may be terminated by either party by notice in writing and neither party shall be liable to the other save in respect of an antecedent breach.

(b) The interpretation and construction of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, USA, without regard to conflicts of laws principles. Any claim or dispute arising between the parties regarding the validity, construction, implementation or performance of this Agreement shall be attempted to be resolved by the parties by good-faith negotiation, within thirty (30) days after such dispute or claim shall arise. Failing such resolution, the dispute may be submitted by either party to binding arbitration in Charlotte, N.C. in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision or award of the arbitrator shall be final, and judgment upon such decision or award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision or award and an order of enforcement. Nothing in this Section shall be construed to preclude either party from seeking provisional remedies, including but not limited to temporary and preliminary restraining orders, from any court of competent jurisdiction in order to protect its rights pending arbitration, in which event the sole and exclusive jurisdiction and venue for any and such actions shall be the State and Federal courts in Mecklenburg County in the State of North Carolina, USA, and both parties hereby agree to service of process in accordance with the rules of such courts. In the event of any claim or dispute between the parties not resolved by negotiation, the prevailing party (whether in an arbitration proceeding or in related court proceedings) will be

entitled to reasonable attorneys' fees and all costs incurred in enforcing this Agreement or defending itself in such dispute. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

(c) This Agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings (including any contained in Purchaser's Purchase Order) and contains the entire agreement between the parties hereto. No amendment, modification, termination, or waiver of any provision of this Agreement or consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by duly authorized representatives of each party hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(d) Headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(e) This Agreement, the Software license granted, and the rights and obligations hereunder may not be assigned by Purchaser (including, but not limited to, by way of sale of assets, sale of securities, merger or other change of control of the Purchaser) without the prior written consent of the NLAD, which NLAD may grant or deny in its sole and absolute discretion, and any attempted assignment without such consent shall be void..

(f) If any provision of this Agreement shall for any reason be invalid or unenforceable, such provision shall be limited only to the extent necessary in the circumstances to make such provision valid and enforceable, and its partial or total invalidity or unenforceability shall not affect the remaining provisions of this Agreement which shall continue in full force and effect.

(g) If Purchaser (i) applies for or consents to the appointment of a receiver, conservator, trustee, or liquidator of all or a substantial part of its assets; (ii) is unable, or admits in writing its inability, to pay its debts as they mature; (iii) files, consents to or permits the filing of any petition, case, arrangement, reorganization, or the like under any insolvency or bankruptcy law, provided that if an involuntary petition is filed against Purchaser, such petition is not dismissed within 45 days of the filing; (iv) makes an assignment of its assets for the benefit of its creditors or (v) takes any action for the purpose of effecting any of the foregoing; then NLAD may, at its option, take any one or more of the following actions: (i) suspend or terminate this Agreement or any part thereof, (ii) stop or recall any Products in transit, or (iii) enter the Purchaser's premises to reclaim or recover any Products for which payment has not been made in full.

(h) Each party's obligations under this Agreement, which by their nature would continue beyond termination, cancellation or expiration of the Agreement, shall survive any such termination, cancellation or expiration, including but not limited to, obligations of Purchaser to pay for Products delivered to Customer and not properly rejected, and obligations to indemnify and maintain confidentiality of proprietary information.

(i) Each party who has executed the Purchaser Order or Quotation and any addendum relating to Product training or support warrants and represents that the person signing is duly authorized to sign such document and thereby to enter into this Agreement on behalf of the respective party on whose behalf such person executed this Agreement and to bind the respective party to the performance of this Agreement.