

**HARRIS CORPORATION  
RF COMMUNICATIONS DIVISION  
INTERNATIONAL STANDARD CONDITIONS OF SALE**

Unless otherwise agreed in writing, the following Standard Conditions of Sale shall apply to any Buyer's order accepted by Harris Corporation, through its RF Communications Division (hereinafter called "Seller") in writing. The Buyer-Seller contract shall be formed when Buyer's Order is accepted by Seller in writing in Lynchburg, VA.

**1. Standard Conditions of Sale**

Sales of any of the parts or products described or referred to in Buyer's order is expressly conditioned upon the terms and conditions set forth below. Any order for or any statement of intent to purchase any such parts or products or any direction to proceed with manufacture or shipment, shall constitute assent to said terms and conditions and a representation that the Buyer is solvent. Any additional or different terms or conditions set forth in Buyer's order or in any other communication from the Buyer are hereby objected to by the Seller and shall not be effective or binding unless assented to in writing by an authorized representative of the Seller.

**2. Prices, Taxes and Duties**

- A. Prices are FCA, Forest, Virginia (Incoterms 2010) in U.S. Dollars including domestic packing for air freight shipment. International Shipments are packed in wood. Special packaging (if available) may be provided at an extra charge.
- B. Any prepaid transportation charges will be billed to the Buyer by the Seller with payment due in accordance with the payment terms established. There may be a charge for additional product catalogs, price books and disks. Catalog prices do not include any applicable taxes or similar charges which shall be payable by Buyer as provided in this Agreement.
- C. All U.S.A. taxes are included in the price except sales, use, and excise, value-added and similar taxes that have been excluded based on the assumption that the transaction involves exportation. All rights to drawback of U.S.A. customs duties paid by Seller with respect to parts or products belong to and shall remain in Seller. If Buyer arranges for export shipment, Buyer agrees to furnish, without charge, evidence of exportation or other evidence of tax or duty exemption acceptable to the taxing or customs authorities when requested by Seller, failing which, the amount of any U.S.A. taxes or duties imposed on Seller in connection with the transaction shall be promptly reimbursed in U.S. Dollars by Buyer to Seller upon submission of Seller's invoices therefore.
- D. Any taxes (including income, stamp and turnover or value-added taxes), duties, fees, charges or assessments of any nature levied by any governmental authority other than of the U.S.A. in connection with this transaction, whether levied against Buyer, against Seller or its employees or against any of Seller's subcontractors or their employees, shall be the responsibility of the Buyer and shall be paid directly by Buyer to the governmental authority concerned. If Seller or its subcontractors, or the employees of either, are required to pay any such levies and/or fines, penalties, or assessments in the first instance, or as a result of Buyer's failure to comply with any applicable laws or regulations governing the payment of such levies by Buyer, the amount of any payments so made, plus the expense of currency conversion, shall be promptly reimbursed in U.S. Dollars by Buyer upon submission of Seller's invoices therefore.

**3. Delivery, Title and Risk of Loss**

- A. Except as stated in Paragraph 3.B below, Seller shall deliver the parts or products to Buyer FCA, Forest, Virginia (Incoterms 2010). Shipping and handling fees will be charged on each order. Partial deliveries shall be permitted. Upon delivery to the carrier, title to the parts and products and all risk of loss or damage shall pass to Buyer. Delivery times are approximate and are dependent upon prompt receipt by Seller of all material and information necessary to proceed with work without interruption.
- B. If any part of the parts or products cannot be shipped when ready due to any cause referred to in Paragraph 6 (entitled "Excusable Delays"), Seller may place such parts or products in storage (which may be at the place of manufacture). In such event, (i) Seller shall notify Buyer of the placement of any parts or products in storage, (ii) Seller's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage shall thereupon pass to Buyer, (iii) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoices therefor and its certification as to such cause, (iv) promptly upon submission of Seller's invoices, Buyer shall

reimburse Seller for all expenses incurred by Seller, such as preparation for and placement into storage, handling, storage, inspection, preservation and insurance, and (v) when conditions permit and upon payment of all amounts due hereunder, Seller shall assist and cooperate with Buyer in any reasonable manner with respect to the removal of any parts or products which have been placed in storage.

#### **4. Export Shipment**

- A.** In the event Buyer wishes to arrange for export shipment, Buyer shall inform Seller by so indicating on the order. In the absence of such indication, Seller shall arrange for (i) export shipment to Buyer's country, and (ii) marine warehouse-to-warehouse insurance (including war risk, if available). Buyer shall pay Seller for all fees and expenses including, but not limited to, those covering preparation of consular documents, consular fees, ocean freight, storage, insurance and Seller's then current fee for such services. Notwithstanding any extension of credit to Buyer, all such charges shall be promptly reimbursed by Buyer in U.S. Dollars upon submission of Seller's invoices therefor.
- B.** In performing any of the foregoing services, Seller shall comply with any reasonable instructions of Buyer or, in the absence thereof, shall act according to its best judgment. In so acting on Buyer's behalf, neither Seller nor its agents shall be liable for negligence or for any special, consequential, incidental, indirect or exemplary damages to Buyer resulting therefrom.

#### **5. Governmental Authorizations**

- A.** The party that arranges for export shipment (or Buyer's designated export agent) shall be responsible for the timely application in its own name for any required U.S.A. export license. Buyer shall be responsible for timely obtaining and maintaining any required import license, exchange permit or any other governmental authorization required for the purchase, installation, and operation of any products or parts purchased hereinunder. Buyer and Seller shall assist each other when such help is reasonably possible. Seller shall not be liable if any authorization of any government is delayed, denied, revoked, restricted or not renewed, and Buyer shall not be relieved thereby of its obligations to pay Seller for its Products or any other charges which are the obligation of the Buyer hereunder.
- B.** All shipments hereunder shall at all times be subject to the export control laws and regulations of the U.S.A. and any amendments thereof. Buyer agrees that it shall not make any disposition of U.S.A. origin Products purchased from Seller, by way of trans-shipment, re-export, diversion or otherwise, other than in and to the ultimate country of destination specified on Buyer's order or declared as the country of ultimate destination on Seller's invoices, except as said laws and regulations may expressly permit.

#### **6. Excusable Delays**

- A.** Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to:
  - (i) causes beyond Seller's reasonable control,
  - (ii) acts of God, acts of Buyer, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), governmental priorities, change of government, government instability, port congestion, riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics, or
  - (iii) inabilities due to causes beyond Seller's reasonable control timely to obtain either necessary and proper labor, materials, components, facilities, energy, fuel, transportation, governmental authorizations or instructions, material or information required from the Buyer. The foregoing shall apply even though any of such causes exists at the time of the order or occurs after Seller's performance of its obligations is delayed for other causes.
- B.** Seller shall notify Buyer of any delay or failure excused by this Article and shall specify the revised delivery date as soon as practicable. In the event of such delay, subject to Paragraph 6.C. below, there shall be no termination and the time of delivery or of performance shall be extended for a period equal to the time lost by Seller by reason of the delay.
- C.** If delay excused by this Article extends for more than 60 days and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which event only Seller), upon 30 days written notice, may terminate the order with respect to the unexecuted portion of work, whereupon Buyer shall promptly pay Seller its termination charges determined in accordance with Seller's standard accounting practices upon submission of Seller's invoices therefor.

## 7. Payment

- A.** Except as otherwise mutually agreed upon in writing by Seller and Buyer, payment shall be made in U.S. Dollars via telegraphic bank transfer or proceeds of letter of credit, to a bank account designated in writing by Seller, as follows:
- (i) On an order of Five Thousand U.S. Dollars (U.S. \$5,000) or under, payment shall be made simultaneously with the placing of the order where the laws of the Buyer's country permit.
  - (ii) On an order over Five Thousand U.S. Dollars (U.S. \$5,000), or if the laws of the Buyer's country forbid compliance with Paragraph (i) above, payment shall be made through a letter of credit to be established by Buyer at its expense. All costs, including any bank confirmation charges, relating to such letter of credit are for the account of and shall be paid by the Buyer. All letters of credit shall be in favor of and in a form acceptable to Seller, shall be consistent with the terms of this instrument, shall be maintained in sufficient amounts and for the period necessary to meet all payment obligations, shall be irrevocable and issued by, or confirmed by, a major bank in New York acceptable to Seller within 15 days after acceptance of the order, shall permit partial deliveries and shall provide for pro rata payments, upon presentation of Seller's invoices therefor and either Seller's certificate of delivery FCA, Forest Virginia or of delivery into storage, as well as payment for export shipment, price adjustments, and cancellation or termination or storage charges.
- B.** In the event that Seller agrees to any deviation from the cash or the letter of credit requirements set forth above, Seller reserves the right to arrange for export shipment of the Products.
- C.** If Buyer fails to fulfill any condition of its payment obligations, Seller may: (i) withhold deliveries and suspend performance, or (ii) continue performance if Seller deems it reasonable to do so, or (iii) place the Products in storage pursuant to the provisions of Paragraph 3 (Delivery, Title and Risk of Loss). In any event, the costs incurred by Seller as a result of Buyer's non-fulfillment shall be payable by Buyer upon submission of Seller's invoices therefore. Seller shall be entitled to an extension of time for performance of its obligations equaling the period of Buyer's non-fulfillment whether or not Seller elects to suspend performance. If such non-fulfillment is not rectified by Buyer promptly upon notice thereof, Seller may: (i) set off any amounts which may be owed by Buyer to Seller against any amounts which be owing from Seller to Buyer under this or any other agreement, and/or (ii) cancel the agreement and Buyer shall pay Seller its charges for cancellation upon submission of Seller's invoices therefore.

## 8. Warranties

The warranties of (1) products manufactured by Seller, or branded with the Seller's trademark ("Products"), and (2) parts and accessories sold by Seller are:

- A.** All Products, and parts and accessories sold by Seller, are warranted for the following periods of time from the date of shipment to be free from defects in material, workmanship and title and to conform to Seller's published specifications, provided, however, that incandescent lamps and fuses are only warranted to be operable on arrival. With respect to all products not manufactured by Seller or branded with the Seller's trademark, i.e., "vendor" products, Seller gives no warranty and only the warranty, if any, given by the manufacturer shall apply. Batteries are excluded from this warranty but are warranted under a separate Battery Warranty (Insert Doc #):
- 1. for fuses and non-rechargeable batteries, operable on arrival only.
  - 2. for service parts, ninety (90) days.
  - 3. for mobile and portable radios ("Subscriber Units"), twenty-four (24) months
  - 4. for Unity<sup>®</sup> model Subscriber Units, thirty-six (36) months
  - 5. For radio accessories, one (1) year
  - 6. for all other equipment of Seller's manufacture, one (1) year.
- B.** If a Product, part or accessory fails to meet the foregoing warranties, Seller shall correct the failure, at its option, (i) by repairing any defective or damaged part or parts of the Product, or accessory, or (ii) by making available at Seller's factory, FCA (Incoterms 2010), any necessary repaired or replacement parts, or replacement accessory, or (iii) after issuance of prior written approval by Seller, by having Buyer repair any defective or damaged part or parts of the Product, or accessory, in accordance with Seller's product technical repair instructions and at Seller's expense, which shall not exceed the prior written approved amounts and rates. Seller does not warrant that the operation of the

Products will be uninterrupted or error-free. If such failure or defect cannot be corrected by Seller's reasonable efforts, the parties shall negotiate an equitable adjustment in the purchase price of the Product, part, or accessory. Labour to perform warranty service will be charged at standard rates. Warranty service on products will be provided at no charge, however, during the first three months following the date of sale to Buyer if performed by an authorised Seller warranty service station, either at that service station's place of business, for mobile or personal products, or at Buyer's location, for fixed location products. Service on fixed location products more than fifty kilometres from the authorised warranty service station will include a charge for transportation. If such failure or defect cannot be corrected by Seller's reasonable efforts, the parties shall negotiate an equitable adjustment in the purchase price of the Product, part, or accessory. Any repaired or replacement part or Product or accessory furnished hereunder shall have no additional warranty period.

- C. Seller's obligations under Paragraph 8.B shall not apply to any Product or part thereof, or to any part or accessory sold by Seller, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval, or (ii) is normally consumed in operation, or (iii) is not properly stored, installed, used, maintained or repaired, or (iv) has been subjected to any other kind of misuse or detrimental exposure or has been involved in an accident, or (v) has been disabled or adversely affected by any vendor product (other than a vendor product sold or supplied by Seller).
- D. The preceding paragraphs set forth the exclusive remedies for claims (except as to title) based upon defects in or nonconformity of the Product, or of parts and accessories sold by Seller, whether the claim is in contract, warranty, tort (including negligence), strict liability, equity, quasi-contract, or otherwise. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Paragraph 9 ("Patents"), the foregoing warranties are in lieu of all other warranties whether oral, written, expressed, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES, OR FOR ANY LOST PROFITS OR REVENUES OR OTHER INDIRECT ECONOMIC PREJUDICE, OR FOR ANY EQUITABLE REIMBURSEMENT OR RECOVERY, ALL OF WHICH ARE HEREBY WAIVED IN FULL BY BUYER.**

## **9. Patents**

- A. Seller warrants that any Product, or part thereof, manufactured by Seller and furnished hereunder ("Product") shall be free of any rightful claim of any third party for infringement of any United States patent. If Buyer notifies Seller promptly of the receipt of any claim that such Product or part infringes a United States patent and gives Seller information, assistance and exclusive authority to settle and defend such claim, Seller shall, at its own expense and option, either: (i) settle or defend such claim or any suit or proceeding arising therefrom and pay all damages and costs awarded therein against Buyer, or (ii) procure for Buyer the right to continue using such Product or part, or (iii) modify the Product or part so that it becomes non-infringing, or (iv) replace the Product or part with a non-infringing Product or part, or (v) remove the Product or part and refund the purchase price (less reasonable depreciation and any transportation or installation costs which have been separately paid by Buyer). If, in any such suit arising from such claim, the continued use of the Product or part for the purpose intended is enjoined by any court of competent jurisdiction, Seller shall, at its option, take one or more of the actions under (ii), (iii), (iv) or (v) above. **THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER FOR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT OF ANY PRODUCT OR PART AND IS SUBJECT TO THE LIMITATIONS OF LIABILITY SET FORTH HEREIN.**
- B. The preceding paragraph shall not apply: (i) to any product or part which is manufactured to Buyer's design, or (ii) to the use of any Product or part furnished hereunder in conjunction with any other apparatus or material. As to any product, Product, part or use described in the preceding sentence, Seller assumes no liability whatsoever for patent infringement.
- C. With respect to any vendor product or part, or Product (or part thereof), or part or accessory, sold by Seller which is not manufactured by Seller, only the patent indemnity of the other manufacturer, if any, shall apply.
- D. **THE PATENT WARRANTY AND INDEMNITY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER PATENT WARRANTIES AND INDEMNITIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY.**

**10. Limitations of Liability**

- A. THE TOTAL LIABILITY OF SELLER, INCLUDING ITS SUBCONTRACTORS AND SUPPLIERS, ON ANY AND ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT), STRICT LIABILITY, EQUITY, QUASI-CONTRACT OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY AGREEMENT RESULTING HEREFROM OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PART OR PRODUCT OR THE FURNISHING OF ANY SERVICE, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PART OR PRODUCT OR SERVICE WHICH GIVES RISE TO THE CLAIM. EXCEPT AS TO TITLE, ANY SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD SPECIFIED IN PARAGRAPH 8 ENTITLED "WARRANTIES".
- B. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) EQUITY, QUASI-CONTRACT OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, ALL OF WHICH ARE WAIVED IN FULL BY BUYER. IF BUYER TRANSFERS TITLE TO, OR LEASES THE PRODUCTS OR PARTS SOLD HEREUNDER TO, OR OTHERWISE PERMITS OR SUFFERS USE BY, ANY THIRD PARTY, BUYER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING SELLER AND ITS SUBCONTRACTORS AND SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.
- C. If Seller furnishes Buyer with advice or other assistance which concerns any Product, or part or accessory, supplied hereunder or any system or equipment in which any such Product or part may be installed, and which is not required by the terms of this instrument or pursuant to any other written agreement between Seller and Buyer, the furnishing of such advice/assistance shall not subject Seller to any liability, whether in contract, warranty, tort (including negligence or patent infringement), strict liability, equity, quasi-contract or otherwise.

**11. Nuclear Use**

- A. Parts, products and services sold hereunder are not intended for application (and shall not be used) in connection with the use or handling of nuclear material or the construction or operation of a nuclear installation. Buyer warrants that it shall not use such parts, products or services for such purposes, or permit others to use such parts, products or services for such purposes, unless such use is specifically agreed to in writing by Seller.
- B. If, in breach of the foregoing, any such use occurs, Seller disclaims all liability for any nuclear or other damages, injury or contamination, and Buyer shall indemnify Seller against any and all such liability, whether as a result of breach of contract, warranty, tort (including negligence), strict liability, equity, quasi-contract or otherwise.

**12. Coverage, Interference and Third Party Facilities**

Representations concerning the distance at which usable radio signals will be transmitted and received by any parts or products supplied hereunder shall not be binding upon the Seller unless reduced to writing signed by an official of Seller in Lynchburg, Virginia, U.S.A. and made a part of this instrument. Radio systems are subject to degradation of service from natural phenomena such as so-called "skip" interference and other causes beyond the reasonable control of the Seller such as motor ignition and other electrical noise, and interference from other users assigned to the same or adjacent frequencies. The Seller cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such foregoing interference and noise may be minimized by addition (at Buyer's expense) of corrective devices adapted for particular locations and installations. Seller will make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. In the event Buyer utilizes facilities or services

supplied by others as common carrier services or shared services, Seller shall have no responsibility for the availability or adequacy of any such facilities or services.

**13. Cancellation Charges**

Buyer may cancel an accepted order in the following manner only: (1) prior to delivery, by certified mail notice addressed to Manager, Customer Service, Harris Corporation, Inc., P. O. Box 2000, Lynchburg, VA. 24501, USA. Said notice must be received prior to delivery of any products or parts (including vendor items drop-shipped to the address appearing on the face of Buyer's Order) and must be accompanied by payment of cancellation charges equal to 15% of the price; (2) after delivery of any products or parts on Buyer's Order, the order may be canceled only with the Seller's written consent. Request for cancellation should be addressed as instructed above, and said request must be accompanied by payment of restocking charges equal to 25% of the total order price. Any deposit monies held by Seller will be credited against the cancellation or restocking charges.

**14. General**

- A.** Seller will comply with applicable United States federal, state and local laws and regulations as of the date of acceptance of Buyer's order which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workers compensation, and the manufacture in Seller's facilities of the Ericsson manufactured parts or products delivered hereunder (including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any parts or products will be equitably adjusted to compensate Seller for the cost of compliance with any change in the federal, state or local laws or regulations thereafter. **THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT BE APPLICABLE TO THIS AGREEMENT.** Seller will not comply with any law, regulation or requirement which would subject Seller to criminal or civil penalties or loss of tax benefits under any United States law or regulation.
- B.** The provisions of these conditions of sale are for the sole and exclusive benefit of the parties hereto and not for any other person. The delegation or assignment or encumbrance by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.
- C.** The invalidity, in whole or in part, of any Paragraph or portion hereof shall not affect the validity of the remainder of such Paragraph or portion.
- D.** The validity, performance and all matters relating to the interpretation and effect of this instrument shall be governed by the laws of the Commonwealth of Virginia in the United States of America. Buyer consents to the personal jurisdiction of the state and federal courts in the Commonwealth of Virginia, which courts shall constitute the exclusive forum for all court proceedings concerning this instrument, including all court proceedings which may be necessary in connection with the arbitration of disputes in accordance with this instrument, whenever, wherever and however arising, whether at law, in equity or otherwise and whether the dispute involves any alleged breach of contract, violation of law or tort of any kind.
- E.**

  - 1. Any and all disputes between or involving Seller and Buyer, and arising out of or relating to this instrument, or the business transaction to which this instrument applies, shall be resolved by arbitration conducted in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The arbitration shall take place in Washington, D.C. in the United States of America.
  - 2. Either party may institute arbitration by giving a written Notice of Demand for arbitration to the other party. Within thirty (30) days of the giving of a Notice of Demand by Seller or Buyer, each of the parties shall appoint one arbitrator and the two so nominated shall in turn choose a third arbitrator who shall be a neutral party. If the arbitrators chosen by the parties cannot agree on the choice of a third arbitrator within a period of thirty (30) days after their appointment, then the third neutral arbitrator shall be appointed by the Court of Arbitration of the International Chamber of Commerce.
  - 3. The arbitration shall be conducted in the English language. Any relevant documents in other languages shall be translated into English if the arbitrators so direct. The law of the Commonwealth of Virginia (excluding its law of the conflict of laws), as provided in Paragraph 14 D. herein, shall be the applicable substantive law. The parties agree that after either has filed a Notice of Demand for arbitration of any dispute subject to arbitration under this instrument, they shall, before the hearing thereof, make discovery and disclosure of all

materials relevant to the subject matter of such dispute. Examination of the witnesses by the parties and the arbitrators shall be permitted.

4. The arbitrators shall decide in accordance with the terms of this instrument. The award of the arbitrators, and the reasons upon which the award is based, shall be reported with their written findings of fact and conclusions of law. The arbitrators shall use their best efforts to reach that decision within six (6) months from the date when the initial arbitration request is made, and the arbitrators shall direct the process accordingly to attempt to accommodate that timing. The award of the arbitrators shall be final and binding upon the parties. Any arbitration must be commenced within one year from the date on which the cause of action accrued under applicable law or it shall be barred.

#### **15. SOFTWARE LICENSE**

Buyer will have a non-exclusive license to use the software on the unit on which it is first installed. No other use is permitted. The source code for software is not included unless specifically listed as an item in Seller's specification.

Software and hardware documentation which is copyrighted by Seller will not be copied in whole or in part. Additional copies may be obtained from Seller at its standard charges in effect at the time.

If third-party licensed software is provided, Buyer will complete any sublicense specified by the software licensor and provided by Seller.

If a separate software license agreement is required by Seller, Buyer will execute the software license agreement on or before installation. The separate software license agreement will supersede the relevant portions of these standard terms and conditions of sale to the extent they are inconsistent with such license.