

Terms and Conditions of Product Sales and Service Projects

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CARAFLOW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CARAFLOW DOCUMENTATION ("CaraFlow") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and CaraFlow and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with CaraFlow or shopping on CaraFlow's Website (the "Site") or otherwise requesting products (the "Products") or engaging CaraFlow to perform or procure any Services (as this and all capitalized terms are defined herein).

Governing Law

This Agreement is executed in and shall be governed by the laws of the State of Wisconsin. All disputes arising hereunder shall be resolved in a court of competent jurisdiction in the State of Wisconsin. The parties hereto consent to the jurisdiction and venue of such courts.

Risk of Loss

If Customer provides CaraFlow with customer's carrier account number or selects a carrier other than a carrier that regularly ships for CaraFlow, title to Products and risk of loss or damage during shipment pass from CaraFlow to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from CaraFlow to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through CaraFlow from time to time.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. CaraFlow, or any of its Affiliates on behalf of CaraFlow, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, the terms and conditions of this Agreement will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. CaraFlow will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with CaraFlow in connection with performance of the Services by providing (i) timely responses to CaraFlow's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by CaraFlow which are necessary or useful as determined by CaraFlow in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for CaraFlow to provide the Services. "Required Consents" means consents or approvals required to give CaraFlow, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with CaraFlow.

CaraFlow will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to CaraFlow from time to time.

Access

CaraFlow may perform the Services at Customer's place of business, at CaraFlow's own facilities or such other locations as CaraFlow and Customer deem appropriate. When the Services are performed at Customer's premises, CaraFlow will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide CaraFlow access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that CaraFlow determines are useful or necessary for CaraFlow to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer,

Advance.

For orders greater than \$50,000.00, an advance payment of thirty percent (30%) of the total purchase price is required upon initiation of the Services and ordering of the Products. Regardless of the amount of the advance payment, such amount will be retained by CaraFlow and proportionally applied as credit against subsequent invoices (i.e. when CaraFlow estimates that the Products and Services are 25% completed, CaraFlow will apply 25% of the advance payment as a credit against invoices payable at such time).

Payment

Orders are not binding upon CaraFlow until accepted by CaraFlow. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to CaraFlow as a result of using Customer's carrier account number. Terms of payment are net thirty (30). In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by CaraFlow in net thirty (30) terms. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by CaraFlow. CaraFlow, or any of its Affiliates on behalf of CaraFlow, may issue an invoice to Customer. CaraFlow may invoice Customer separately for partial shipments, and CaraFlow may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold CaraFlow and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide CaraFlow with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of CaraFlow's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, CaraFlow reserves the right to suspend Services until payment is received.

Unless specified on an applicable Statement of Work, Customer will not reimburse CaraFlow for out-of-pocket expenses incurred by CaraFlow in connection with the performance of the Services.

Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by CaraFlow in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and

agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

CaraFlow warrants that all Products shall be free from software viruses and defects in material and workmanship, and shall operate in accordance with CaraFlow's specifications and CaraFlow's marketing materials under normal use for a period of one (1) year from date of shipment to Client save that CaraFlow does not warrant that operation of the software will be completely uninterrupted or error-free. Client shall be responsible for determining that the Products are suitable for Client's use. Provided that Client notifies CaraFlow in writing of any claimed defect in the Products immediately upon discovery and any such Product is returned to the original shipping point, transportation charges prepaid, within one year from date of shipment to Client and upon examination CaraFlow determines to its satisfaction that such Products is defective in material or workmanship, SELLER shall replace such Products, shipment to Client prepaid by CaraFlow. CaraFlow shall have thirty days to replace such Products. This warranty is limited to a period of one (1) year, without regard to whether any claimed defects were discoverable or latent on the date of shipment.

If Client shall fail to pay when due any portion of the purchase price or any other payment required from Client to CaraFlow under this contract, this contract may, at CaraFlow's option, be terminated.

SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

Customer expressly waives any claim that it may have against CaraFlow or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from CaraFlow or its Affiliates against any such Claim made against Customer by a third party. Customer

acknowledges that no employee of CaraFlow or its Affiliates is authorized to make any representation or warranty on behalf of CaraFlow or any of its Affiliates that is not in this Agreement.

CaraFlow warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and CaraFlow's entire liability with respect to this warranty will be, at the sole option of CaraFlow, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies CaraFlow in writing within fifteen(15) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

CaraFlow will not be responsible for and no liability shall result to CaraFlow or any of its Affiliates for any delays in delivery or in performance which result from any

circumstances beyond CaraFlow's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by CaraFlow or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information; Availability Disclaimer

CaraFlow reserves the right to make adjustments to pricing Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements if provided to Customer with thirty (30) days written notice,. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, CaraFlow cannot guarantee that it will be able to fulfill Customer's orders. The Customer will be notified within fifteen (15) days if CaraFlow is unable to fulfill the Customer's order. If Services are being performed on a time and materials basis, any estimates provided by CaraFlow are for planning purposes only.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM.

Limited Software License of Products

CaraFlow shall at all times have and retain title and full ownership of all software,

database, firmware programming routines and documentation thereof supplied by CaraFlow its Vac-Seen product and its other Products, and all subsequent copies, regardless of the form or media in or on which the copies may exist (collectively “software”). Upon payment in full, CaraFlow grants to Client a non-exclusive and non-transferable license to use the software on a single computer. You may not (i) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the software into any human perceivable form; (ii) copy, modify, adapt, transfer, translate, disclose, rent, lease, grant a security interest in, or loan the software, database, firmware programming routines or any portion thereof; (iii) create derivative works based upon the software, database, firmware programming routines, and any corresponding documentation; (iv) use the software, database, firmware programming routines, or any corresponding documentation to provide services to others, (v) use the software, database, firmware programming routines, or any corresponding documentation to train persons, other than users located at the single location; (vi) use or copy the software, database, firmware programming routines, or any corresponding documentation in any manner that is inconsistent with the terms of this Agreement; or (vii) remove any copyright or proprietary notices or labels in or on the software, database, firmware programming routines, or any corresponding documentation. The software, database, firmware programming routines and any corresponding documentation are the intellectual property of CaraFlow and are protected by United States copyright and intellectual property laws, international treaty provisions, and applicable laws of the country in which it is being used. Client agrees to take reasonable steps to protect proprietary interests of CaraFlow in the software, database, firmware and any corresponding documentation supplied under this Agreement.

Limited License on Services

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that CaraFlow's may incorporate intellectual property created by third parties into the Work Product (“Third Party Intellectual Property”). Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as

"Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other Party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Product Return Policy

CaraFlow LLC (Seller) offers a 30-day return policy on most products sold. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CaraFlow Customer Relations, which may be reached by calling 888-853-9539 or by emailing info@carafLOW.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return defective Products directly to Seller within thirty (30) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After thirty (30) days, only the product warranty applies.
- Non-Defective Product Returns. Customer may return non-defective Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, refund or exchange.

2. Customer Shipment of Returned Merchandise.

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CARAFLOW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has ten (10) days to return a Product after the applicable RMA is issued. CARAFLOW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete. All Products MUST BE returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CARAFLOW reserves the right to refuse the return of incomplete Products
- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method

Technical Support & Enhancements

CaraFlow will provide technical support and enhancements for Product when technical support and enhancements are provided with the original Product purchase or Customer purchases technical support & enhancements for a Product. CaraFlow will provide the following technical support services:

Technical Support. CaraFlow will provide the Client with email and telephone technical support during normal business hours (weekdays, 8 a.m. – 4 p.m. CST). Technical Support includes:

- General help and technical assistance
- Problem diagnosis and resolution
- Remote training performed via the Web and conference call
- Product configuration assistance

Enhancements. CaraFlow will distribute to the Client all developed or current enhancements to Product, when enhancements are generally released by CaraFlow.

Enhancements include:

- System updates—versions of software that operate under new releases of the computer manufacturer's operating system.
- Software enhancements—versions of software which encompass improvements, extensions, and other changes which CaraFlow, in its sole discretion, deems to be logical improvements or extensions of the original Product supplied to the Client by CaraFlow.
- Documentation—updates and extensions of user documentation.

Vac-Seen Repair and Replacement Costs. Scanners requiring repair or replacement and not covered by the Limited Warranty will be provided by CaraFlow for an additional fee. This fee will be quoted by CaraFlow and provided to the Client. CaraFlow will not commence repair or replacement work until Client provides verbal or written approval of the quote. CaraFlow will use its best efforts to expedite repair or replacement. Client is responsible for shipping costs.

Term. All purchased Products include one-year of technical support & maintenance that can be extended by purchasing an extended technical support and maintenance option.

Fees & Renewal. For Product purchases, the fee charged to the Client for technical support and maintenance is based upon continuous purchase of this option by the Client starting one-year after the date of purchase of the Vac-Seen product. If the Client institutes or reinstates purchase of this option after the one-year beyond the date of purchase of the equipment or after a gap in purchase of this option, the Client shall pay CaraFlow an initial fee equivalent to the fee which would have accrued during any gap in the purchase of this option from date of purchase to the date that this option is instituted or reinstated.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay CaraFlow for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or CaraFlow's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither CaraFlow nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Milwaukee, Wisconsin. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to CaraFlow arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.

Miscellaneous

CaraFlow may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of CaraFlow. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between CaraFlow and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or

airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. The Customer reserves the right to extend this agreement to all entities and affiliates.

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