The equipment, software, material and services (collectively, the “Equipment”) which are described on the face hereof shall be sold by Control Southern Inc. (“Seller”) only upon the following Standard Terms and Conditions of Sale:

1. CONTRACT TERMS: These Standard Terms and Conditions of Sale (the “Contract”) are the only terms and conditions applicable to the sale of the Equipment. Contract formation and acceptance by Seller are expressly conditioned upon Customer’s assent to the terms of this Contract. If the terms of this Contract are not acceptable, Customer must notify Seller within ten (10) days of receipt of the Equipment. If Customer does not notify Seller within ten (10) days, Customer shall be deemed to have agreed to this Contract unless notice to the contrary is received by Seller within twenty (20) days after the day of the Equipment’s description or invoice. The transmission of a purchase order with regard to a quotation by Seller shall constitute an acceptance of the quotation and the Contract of Sale as set forth herein. Equipment to be furnished by Seller shall be described in the Contract, and when not so described, shall be furnished by Seller as shown on the face thereof, the quality thereof and purchase price to be charged therefor.

2. PRICES AND QUOTATIONS: (a) All prices are F.O.B. Seller’s warehouse in Suwanee, Georgia or such other of Seller’s locations as Seller may choose, unless otherwise specified. Except as otherwise provided herein, Seller’s prices for the Equipment will be valid for thirty (30) days after the date hereof or for a shorter period as specified in the Contract. (b) All prices quoted by Seller are subject to any addition which may be necessary to cover any taxes or charges or similar costs or charges. Any such taxes or charges may include, but are not limited to, sales, use, excise or other taxes, or import duties, documentation charges, freight, insurance, packing charges, or similar costs or charges. Any such costs or charges shall be paid by the Buyer, unless paid for by Seller. (c) If any prior quotation, price list, etc. is inconsistent with this Contract, the provisions hereof shall govern.

3. PAYMENT TERMS: (a) Subject to the approval of Seller’s Credit Department, and unless otherwise agreed in writing, terms of payment are not cash thirty (30) days from receipt of all freight. (b) All payments shall be made in accordance with current banking practices. (c) No delivery dates will be made by Seller to Seller at its offices in Suwanee, Georgia or as otherwise directed. (d) If the amount of any invoice shall be deemed to be accurate unless Seller receives written notification from Customer disputing the amount or validity of any such invoice before the payment due date and before payment has been made or such notification is made and thereafter any such default or dispute is not resolved in favor of Seller in writing within thirty (30) days after the date of the invoice, the invoice shall be deemed to have been paid in full. (e) All prices quoted by Seller are subject to any addition which may be necessary to cover any taxes or charges or similar costs or charges. Any such taxes or charges, unless the tax is passed on to a third party, shall be paid by the Buyer, unless paid for by Seller.

4. CANCELLATION BY CUSTOMER: Prior to delivery of the Equipment to the carrier, Customer may terminate its order for any Equipment by notifying Seller in writing of its decision to do so. If the Equipment is not yet shipped, Seller shall have the right to sell the Equipment to another Customer. If the Equipment is already on the premises of Seller, Customer shall, at Seller’s option, be liable to Seller for such reasonable charges as shall be incurred or contemplated by Seller in connection with the processing, handling, fabrication and delivery of the Equipment, and a reasonable profit shall inure to Seller from such cancellation or termination. Seller’s determination of such termination charges shall be conclusive and binding on Customer.

5. TERMINATION AND SUSPENSION BY SELLER: Seller shall, at Seller’s sole discretion, terminate or suspend this Contract or any outstanding order without liability to Customer if (i) failure to meet its obligations identified in an order or any related order; (ii) its financial condition is reasonably believed by Seller to be unsatisfactory; (iii) when such termination right is to be available among all other legal remedies available in law or equity; (b) becomes insolvent or bankrupt; or (v) if, at the request of any governmental agency, financial obligations of Seller are made, considered, or declared to be void or unenforceable, or if a receiver is appointed for any part of Seller’s business or property or if any part of Seller’s assets are seized by any governmental agency or if any part of Seller’s assets are attached, repossessed, or seized by any governmental agency, except for routine tax audits. Customer may return the Equipment at Seller’s expense. Any return shipments must be made freight prepaid unless Seller has expressly authorized otherwise.

6. DELIVERY AND DOCUMENTATION: (a) Customer shall bear the risk of loss for damage or destruction of the Equipment from the earlier of the time that Seller delivers such Equipment to the carrier or to Customer or Customer’s representative. (b) These terms do not require Seller to ship the Equipment to the carrier. Seller will give written notice to Seller of any claim for shortage, error in Equipment shipped or error in charges within ten (10) days after receipt of Equipment or such claim shall be deemed waived. (c) Buyer-designated carriers are approved only when the transportation charges are subject to revision at any time. Pursuant to and in accordance with Section 14, under no circumstances shall Seller have any liability whatsoever for any change in transportation charges, freight, insurance, packing charges, or similar costs or charges.

7. RETURNS: Subject to the terms of this Contract regarding cancellation and warranties, all sales are final.

8. INSTALLATION, MAINTENANCE, ETC.: All Equipment shall be installed by and at the expense of the Customer. Customer will bear the expense of shipping, storing, installing, starting up and maintaining all Equipment. Customer may request the Seller to provide a quotation for providing services to assist Customer in all or part of these duties.

9. SERVICES: (a) Services rendered by Seller, whether or with charge, are only technical or advisory in nature and are merely incidental to the sale of the Equipment. When any such services are rendered, Customer will retain full control of the Equipment for all purposes, and all such services shall be performed for the sole purpose of assisting Customer in the use and operation of the Equipment. (b) If Seller furnishes technical or other advice to Customer, whether or not Customer’s request, with respect to Customer’s personnel regarding the purchase, operation, maintenance, or service of any Equipment, such advice and the results thereof

10. LIMITED WARRANTY AND DISCLAIMER: As set forth herein, different warranties may apply to different categories of Equipment. As to all Categories of Equipment, including Resale Products, if Seller has furnished sufficient information for the discernment of material defects, use or operation thereof, and a representative of Seller be present with full authority to answer any questions with respect to the operation and use of the Equipment. (b) If Seller furnishes technical or other advice to Customer, whether or not Customer’s request, with respect to Customer’s personnel regarding the purchase, operation, maintenance, or service of any Equipment, such advice and the results thereof

11. CUSTOMER DATA/SPECIFICATIONS: To the extent that Seller has relied upon any specifications, information, representation of operating conditions or any other data supplied in writing by Customer to Seller in the selection or purchase of the Equipment, Seller shall have no liability in respect thereof and Customer agrees to indemnify Seller and hold Seller harmless from any and all causes whatsoever (whether such cause be based in contract, infringement, negligence, strict liability, other tort or otherwise) which shall in any event exceed the purchase price of the Equipment in respect of which such causes arise, or, at Seller’s option, the repair or replacement of such Equipment. NOTWITHSTANDING
ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE FOR, AND CUSTOMER HEREBY WAIVES ANY RIGHT TO, ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING OUT OF THE SALE OF EQUIPMENT TO CUSTOMER, NOR SHALL SELLER BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. The term “Consequential Damages” shall include, but not be limited to, loss of anticipated profits, loss of use, loss of revenue and cost of capital. Seller shall not be liable for, and Customer assumes liability for, all personal injury, death, and property damage connected with the handling, transportation, possession, use, further manufacture, or resale of the Equipment. No costs or charges incurred by Customer will be paid by Seller unless authorized in writing in advance by Seller.

15. EXCUSE OF PERFORMANCE: (a) Deliveries may be suspended, delayed, or canceled by Seller, without liability to Customer or any other person, in the event of: Act of God, war, riot, fire, explosion, accident, flood, natural disaster, sabotage, equipment or computer failure; acts, omissions, or failures by Seller’s suppliers or other third parties; lack of or delays in obtaining adequate fuel, power, raw materials, components, labor, containers, or manufacturing or transportation facilities; compliance with governmental requests, laws, regulations, order or actions; breakdown or failure of machinery or apparatus; force majeure; national defense requirements or any other event, whether or not of the class or kind enumerated herein, beyond the reasonable control of Seller; or in the event of labor trouble, strike, lockout or injunction (provided that Seller shall not be required to settle a labor dispute against its own best judgment), which event makes impracticable the manufacture or delivery of a shipment of the Equipment or of a material or component upon which the manufacture of the Equipment is dependent.

(b) If Seller determines that its ability to supply the total demand for the Equipment or obtain any or a sufficient quantity of a material or component used directly or indirectly in the manufacture of the Equipment, is hindered, limited or made impracticable, Seller may allocate its available supply of the Equipment or such material or component (without obligation to acquire other supplies of any such Equipment, material, or component) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure or delay of performance which may result therefrom.

(c) Deliveries suspended or not made by reason of any of the events mentioned above shall be deemed to have been delayed, but shall not constitute a waiver of any rights of Seller hereunder; and Seller shall be entitled to withdraw any such claim or demand and continue delivery of the Equipment without prejudice to its rights under this Contract.

16. NORMAL WORKING HOURS – EMERGENCY CALLS: Seller service personnel will only travel to and from their respective offices to the Customer’s site during normal working hours only at the applicable contract rates. Any such travel outside normal working hours shall be billed at the applicable overtime rate. All maintenance tasks and non-emergency repair or replacement will be performed during Seller’s normal working hours. Seller may charge the Customer for service calls made by Seller at the Customer’s request where no warrantable defect is found.

17. WAIVERS AND RELEASES: Except as provided in Sections 10 and 13 and except for the willful misconduct or gross negligence of Seller, its employees or agents, Customer hereby releases Seller, its employees, agents and “controlling persons” (within the meaning of Section 20(a) of the Securities Exchange Act of 1934, as amended) from all liabilities, claims, costs, expenses, personal injury, death, losses and damages of any and every kind arising out of or resulting, directly or indirectly, from any defect or failure of the Equipment or any act, omission, error or delay in the performances, or nonperformance of Seller’s obligations and duties under this Contract. To the extent, if any, that Seller, its employees, agents or “controlling persons” shall have any liability under this Contract, Customer’s exclusive remedy shall be as set forth in Sections 10 and 13 hereof and shall be subject to the terms hereof, including Section 14.

18. SECURITY INTEREST: Seller hereby reserves to itself, and Customer hereby grants and conveys unto Seller, a purchase money security interest in and to all Equipment to be sold to Customer hereunder, and the proceeds thereof, to secure to Seller the full payment of the purchase price therefor. Customer agrees, upon Seller’s request, to execute one or more UCC financing statements reflecting Seller’s purchase money security interest. No Equipment furnished by Seller shall become a fixture by reason of being attached to real estate. Customer’s failure to pay any amounts when due hereunder shall give Seller the right to possession and removal of or to render unusable the Equipment as permitted by applicable law.

19. HIRING OF EMPLOYEES: Customer agrees that during the period this Contract is in effect or while any Equipment orders between Customer and Seller remain outstanding, and for a period of twelve (12) months thereafter (the “Restricted Period”), Customer will not directly or indirectly, individually or as a shareholder, investor, advisor, partner, member, manager, owner, director, officer, employee, consultant or agent of any corporation, partnership, limited liability company or any other entity (a) solicit, encourage or have contact with any of Seller’s employees for the purpose of encouraging them to end their employment with Seller; (b) hire any person that is or was an employee of Seller during the Restricted Period; or (c) solicit, encourage or have contact with any of Seller’s contractors or their employees for the purpose of encouraging them to end their relationship with Seller. In addition, Customer agrees that in the event Seller institutes or becomes involved in any action to enforce or defend this Section 19, Seller shall be entitled to recover from the Customer its reasonable attorneys’ fees and costs related to such action.

20. EXPORT/IMPORT: Customer agrees to comply with all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, the European Union, and any other jurisdiction in which the Seller and Customer are established or from which items may be supplied.

21. GOVERNING LAW, VENUE AND LIMITATIONS: (a) This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

(b) Each of the parties hereto submits irrevocably to the non-exclusive jurisdiction of the courts of the State of Georgia, in Forsyth County, as regards any claim or matter arising under this Contract, and hereby consents to personal jurisdiction, service of process and venue in such courts in connection with any such action and hereby waives, to the maximum extent permitted by law, any objection, including any objection based on forum non conveniens, to the bringing of any such proceeding in such jurisdiction.

(c) No action or claim, regardless of form, arising out of transactions under this Contract may be brought by either party, more than two years after the cause of action or claim has accrued.

22. OTHER TERMS AND CONDITIONS: (a) Customer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation by Customer without such consent shall be void.

(b) Seller reserves the right to modify the design of any Equipment without obligations or notifications, and Seller is not obligated to so modify Equipment previously or subsequently sold.

(c) Should any clause, sentence or part of this Contract be held invalid, such holding shall in no way affect the validity of the remainder, which shall remain in full effect. Failure to enforce any or all of the provisions of this Contract in a particular instance or instance, shall not constitute a waiver or preclude subsequent enforcement thereof.