Isotropix Sales Terms and Conditions

This Agreement between Isotropix SAS ("Isotropix") and the purchaser/ licensee (referred to as "you") listed on the quotation ("Quotation"), is effective upon acceptance by Isotropix of your signed Quotation. The placing of an order with Isotropix shall by itself constitute acceptance of these terms and conditions to the exclusion of any additional terms or conditions stated on your order form or any other document referenced by you.

1. DEFINITIONS [AS USED IN THIS AGREEMENT]:
(a) "Software" means all software, in object code only, listed on the Quotation and provided by Isotropix to you hereunder, Isotropix-authorised updates, replacements or modifications provided to you. The Software may include software licensed to Isotropix by third parties.
(b) "Product" means a software/service furnished to you by Isotropix and comprised of the Software.

2. PRICE AND PAYMENT
The price and payment terms for the Products must be fully carried out in cash unless stated otherwise on the Quotation. All prices for Products are exclusive of all excise, sales, use, transfer and other taxes and duties imposed by any Federal, state, municipal or other governmental authority, all of which taxes and duties must be paid by you. Any delay in payment shall result in the application of late-payment interest equal to European Central Bank's latest refinancing rate, plus a further ten (10) points.

3. DELIVERY, RISK AND TITLE TO THE PRODUCTS
(a) Unless otherwise agreed in writing between the parties, all packing and methods of shipment will be selected by Isotropix, but Isotropix will not assume any risk in connection with shipment nor constitute any carrier as its agent. Purchaser agrees to accept partial order shipments, and for such shipments, shall be responsible for paying the partial amount due.
(b) If not otherwise stated on the Quotation, all sales are CIF (Incoterms 2010) delivery point specified on the Quotation. Risk of loss for Products shall pass upon the earlier of delivery to you or to a carrier for shipment to you. Isotropix will use reasonable efforts to meet requested delivery dates, but will not be liable for failure to do so.
(c) Title to the Software shall at all times remain in Isotropix. For the avoidance of doubt, the copyright and all other intellectual property rights which subsist in the Software and shall remain the property of Isotropix. Your right to use the Software is subject to the license specified in Section 4 of this Agreement.
(d) Subject to sub-Section 3(c), title to the Product(s) shall remain in Isotropix until full payment of all sums (including VAT or other applicable taxes) due under this Agreement or other agreements from you to Isotropix have been made. Until title passes you shall hold all Product(s) as bailee for Isotropix and as Isotropix's fiduciary agent and shall store the Product(s) separately from those of third parties. You will not dispose of the Product(s) in such a way that they are easily identifiable as the property of Isotropix.
(e) Without prejudice to any other rights, if you are in breach of these terms Isotropix may recover and resell any or all of the Product(s) supplied to you upon demand at any time before title has passed to you. You undertake to give access to your premises and the Product(s) to enable Isotropix to retake possession of the Product(s).
(f) If you resell any Product(s) in your possession notwithstanding that title in the Product(s) has not passed to you the proceeds of any such resale ("the Resale Proceeds") shall belong to Isotropix until you have made full payment for the Product(s) at the time the Resale Proceeds shall be held by you in a fiduciary capacity on behalf of Isotropix and shall be kept in a separate account without prejudice to Isotropix's rights to trace the same if you fail to keep such proceeds separate.
(g) For the avoidance of doubt, the parties intend that this Section 3 shall not operate to create or confer any form of security interest over property.
(h) Each sub-section (c) to (g) above shall be construed to take effect as a separate section. If for any reason whatsoever a sub-section should be unenforceable the others shall remain in full force and effect.
(i) Product(s) provided by Isotropix may be subject to regulations issued by your country. You confirm that you agree to conform with these requirements and further agree not to undertake any export of the Product(s) without prior written consent of the requisite legislative bodies.

4. SOFTWARE LICENSE
(a) Isotropix grants, and you accept, a non-exclusive, subject to the terms and conditions of this Agreement, and the terms of the Software license Agreements.
(b) The Software license may be accompanied by a dongle. You are advised to insure your dongles against loss or theft.

5. CONFIDENTIALITY
You acknowledge that the Product(s) contain proprietary and confidential property of Isotropix and/or Isotropix's licensees (collectively, "Confidential Information") and will not disclose, provide or otherwise make available any such Confidential Information to any person other than those employees who need to have access thereto to carry out their duties.

6. WARRANTY
All Product(s) are subject to Isotropix's Software Warranty Statements which are set out in the Software EULA available on request.

7. LIMITATION OF LIABILITY
UNDER NO CIRCUMSTANCES SHALL ISOTROPIX OR ITS LICENSORS BE LIABLE FOR AN AMOUNT GREATER THAN PAYMENTS MADE TO ISOTROPIX BY YOU PURSUANT TO THIS AGREEMENT IN RESPECT OF THE PARTICULAR PRODUCT GIVING RISE TO THE LIABILITY, REGARDLESS OF THE THEORY OF LIABILITY. THIS CLAUSE SHALL ONLY APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. EXCLUSION OF DAMAGES
TO THE FULL EXTENT PERMITTED BY ANY APPLICABLE LAW, IN NO EVENT SHALL ISOTROPIX OR ITS LICENSORS BE LIABLE TO YOU (A) FOR LOSS OF DATA, LOSS OF PROFITS OR REVENUE (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR LOSS OF OPPORTUNITY OR (B) FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING THEREFROM OR FROM THE SALE OF PRODUCT(S) OR THE LICENSE OF THE SOFTWARE OR THE USE OF ANY OF THEM OR THE PROVISION OF MAINTENANCE WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY CAUSED BY NEGLIGENCE OF ISOTROPIX, ITS EMPLOYEES OR AUTHORIZED REPRESENTATIVES OR (II) LIABILITY FOR FRAUD.

9. DEFAULT AND TERMINATION
If you fail to perform any of your material obligations hereunder, Isotropix will offer you 15 days' opportunity to cure such non-performance. Upon expiry of such period without such nonperformance being cured Isotropix may by immediate written notice terminate this Agreement, including the license of the Software. Termination shall be in addition to any other rights and remedies Isotropix may have. Within seven days of any such termination of this Agreement by Isotropix, you will return to Isotropix the original and all copies of the Product(s). If, or, upon Isotropix's request, destroy such original and copies and provide Isotropix with written verification of their destruction.

10. COMPLIANCE WITH LAWS
You will be responsible for obtaining all permits or licenses required in connection with the purchase, shipment, installation and use of the Product(s), including any licenses required under the Export Administration Act, the Arms Export Control Act or other laws.

11. GENERAL
(a) No counterclaim or set off by you may be deducted from any payment due on any account whatsoever without Isotropix's prior written consent.

* Isotropix SAS, a company registered in France with its principal place of business at Cap Omega, Rond Point B. Franklin, 34960 Montpellier Cedex 2, France.

(Registered at RCS Montpellier B 532 022 985 under SIRET 53 202 2985 000 16.)