

OPTM CANADA INC.
U.S.A. GENERAL TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale shall apply to any sale of goods, including software, by Optm Canada Inc.:

1. **TERMS.** Acceptance of Purchaser's order by Optm Canada Inc. shall constitute a sales agreement ("Sales Agreement") on the terms and conditions set out below. By submitting the Purchase Order to Optm Canada Inc., Purchaser confirms that it has read, understood and accepted these terms and conditions and Purchaser further acknowledges that Optm Canada Inc. shall not be bound by Purchaser's terms and conditions affixed to the Purchase Order or any other procurement document(s) which are in addition to or inconsistent with these terms unless otherwise expressly agreed upon in writing between Optm Canada Inc. and Purchaser. Neither processing of the Purchase Order nor delivery of the goods by Optm Canada Inc. to Purchaser shall be deemed or constituted as acceptance of Purchaser's additional or conflicting terms and conditions. No modification of these terms and conditions, even if set out in Purchaser's order, shall be binding upon Optm Canada Inc. unless made in writing and signed by a duly authorized representative of Optm Canada Inc. All claims arising out of or related to this Sales Agreement shall be governed, construed and take effect in all respects in accordance with the laws of the State of California, excluding its law of conflicts and any international treaties and conventions. Purchaser submits to the exclusive jurisdiction of the courts of the Northern District of California for the determination of any dispute arising from this Sales Agreement. These terms and conditions are subject to change at Optm Canada Inc.'s sole discretion at any time.
2. **QUOTATION.** Unless otherwise stated, Optm Canada Inc.'s quotation shall be null and void unless accepted by Purchaser within thirty (30) days from the date of quotation.
3. **PRICES / COST OF TRANSPORTATION.** All quoted prices are based on current exchange rates, duties and sales taxes and may be adjusted for any change in the applicable exchange rate, duties or taxes prior to shipment, and corrected for any error or omissions. Unless otherwise stated all prices are Delivered Duty Paid (DDP) as defined in Incoterms® 2010 within the U.S.A. and include domestic packing. Customary methods of transportation shall be selected by Optm Canada Inc.
4. **TAXES.** Prices do not include taxes except as specifically noted. All sales, use or goods and services taxes, customs duties or similar levies of any kind arising with respect to the sale of the goods are in addition to Optm Canada Inc.'s quoted price and are the sole responsibility of and will be paid by Purchaser, except taxes for which Purchaser provides a valid exemption certificate and taxes on Optm Canada Inc.'s net income. To the extent that Optm Canada Inc. is required to collect and remit such taxes, they will be shown on the applicable invoice; however, failure of Optm Canada Inc. to invoice any tax shall not relieve the Purchaser of the Purchaser's obligation to pay the tax.
5. **DELIVERY.** The goods are for final delivery and use within the U.S.A. or other country as specifically provided in quotation. Delivery schedules are approximate and based on conditions at the time of acceptance. Optm Canada Inc. reserves the right to process partial shipments and to submit invoices for partial shipments. Optm Canada Inc. will make every effort to complete shipments as indicated

but assumes no responsibility or liability for loss or damage by reason of delay or inability to ship caused by acts of God, fires, floods, war, embargoes, labour disputes, acts of sabotage or terrorists, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labour, materials or manufacturing facilities or any other cause or causes beyond Optm Canada Inc.'s reasonable control.

6. **DAMAGES OR SHORTAGES IN SHIPMENT.** Claims for shortages or damage must be made in writing within ten (10) days of the actual or intended receipt of goods by Purchaser, whichever is later. If Optm Canada Inc. does not receive written notice of shortages or damages within ten (10) days of the later of the actual or intended receipt date, it shall be conclusively presumed that the goods were delivered in their entirety and in good condition. Purchaser will give Optm Canada Inc. all commercially reasonable assistance to pursue claims against insurers of third parties responsible for the loss or damage.
7. **TITLE.** Title to the goods shall not pass from Optm Canada Inc. to Purchaser until the full purchase price has been paid. The goods shall be and remain personal or moveable property, notwithstanding their mode of attachment to realty or other property. If payment in full is not made when required, Optm Canada Inc. may retain all payments which have been made on account of the purchase price as liquidated damages and Optm Canada Inc. shall be entitled to seek the immediate possession of the goods, and shall be free to enter the premises where the goods may be located and remove them as Optm Canada Inc.'s property, without prejudice to Optm Canada Inc.'s right to recover any further expenses or damages Optm Canada Inc. may suffer by reason of such non-payment.
8. **LIMITATION OF LIABILITY.** Optm Canada Inc. shall not be liable to Purchaser for, and shall be held harmless by Purchaser from, any claims, losses or expenses arising from the sale of the goods to Purchaser or the manufacture, repair, handling, installation, possession, use, operation or dismantling of the goods. Without limiting the generality of the foregoing exclusion of liability, Optm Canada Inc. shall not be liable for any loss of opportunity, profit, market, goodwill, interest or use of money or any other special, indirect or consequential loss incurred by Purchaser arising from the purchase or use of the goods.
9. **WARRANTY.** The manufacturer/licensor's warranty as set out in the individual manufacturer's/licensor's literature shall provide the only warranty in respect of the goods sold by Optm Canada Inc. to the Purchaser. Unless expressly stated otherwise, no express warranty is given by Optm Canada Inc. and no other warranty or conditions, statutory or otherwise, pertaining to the goods sold to the Purchaser shall be implied.
10. **INTELLECTUAL PROPERTY RIGHTS.** The manufacturer's/licensor's third party intellectual property rights infringement indemnification as specified in manufacturer's/licensor's specific documentation shall constitute the only liability and remedy available to the Purchaser pertaining to intellectual property rights infringement claims in respect to the goods sold by Optm Canada Inc. to the Purchaser and Optm Canada Inc. does not make any express or implied representation with respect to third party intellectual property rights pertaining to said goods.

11. **SOFTWARE.** Purchaser acknowledges that all goods that are or contain Software are proprietary to Software's licensors and are subject to copyrights and other intellectual property rights owned by Software's licensors. Any reference to "purchases" of software products signify only the purchase of a license to use the Software product pursuant to the terms of licensor's Software License Agreement, which is incorporated herein in its entirety by reference. Purchaser agrees to be bound by all of the terms of licensor's Software License Agreement and agrees that it will acquire no rights with respect to a software product other than the right to use such Software pursuant to the terms of the licensor's Software License Agreement.
12. **INSTALLATION / SERVICES.** Unless otherwise expressly stipulated, the goods shall be installed by and at the risk and expense of Purchaser. If the quotation includes both the sale of goods by Optm Canada Inc. and performance of services by Optm Canada Inc., services shall be governed by Optm Canada Inc.'s General Terms and Conditions for Services and the sale of goods shall be governed by this Sales Agreement.
13. **RETURNED GOODS.** No goods may be returned to Optm Canada Inc. without Optm Canada Inc.'s written permission. Optm Canada Inc. reserves the right to decline all returns or to accept them subject to a handling charge. Even after Optm Canada Inc. has authorized the return of goods for credit, Optm Canada Inc. reserves the right to adjust the offer in accordance with condition of the goods on arrival in Optm Canada Inc.'s warehouse. Credit for returned goods will be issued only to the original Purchaser and not to subsequent owners of the goods.
14. **TERMS OF PAYMENT.** Unless otherwise stated, invoices are payable within thirty (30) days of the invoice date and no cash discount is available. Interest is payable on overdue payments at the rate of eighteen percent (18%) per annum.
15. **CHANGES AND CANCELLATION.** Orders accepted by Optm Canada Inc. may be changed or cancelled only with Optm Canada Inc.'s written consent and subject to Optm Canada Inc.'s right to charge Purchaser reasonable costs based upon expenses already incurred, commitments made by Optm Canada Inc., and charges from Optm Canada Inc.'s suppliers.