



The Test Connection,

112 Lakefront Drive
Hunt Valley, MD 21030
TEL: (410) 205-7300
FAX: (410) 734-2700
Email: info@tci.com

VISIT OUR WEBSITE AT:
<http://www.tci.com>

“LEADING WITH QUALITY IN TEST ENGINEERING SINCE 1980.”

Terms and Conditions

Commercial Terms

Compensation is due and payable upon presentation of an invoice by The Test Connection, Inc. (TTCI). If client fails to make payment in full within thirty (30) days of presentation of an invoice, client agrees to pay a late fee of 1.5% of the outstanding balance per month on any and all outstanding balances. Said late charge to be calculated from the billing date indicated on the invoice. TTCI, at its option, may cease to perform services and cease to deliver hardware, software, systems or equipment to client upon client's failure to make timely payments. In the event collection of amounts due is referred to an attorney, client shall bear all costs of collection including but not limited to attorney's fees.

If an order is canceled, TTCI will have thirty (30) days to invoice all service performed, goods received, and cancellation or restocking charges incurred as a result of cancellation. Payment by VISA or MasterCard for engineering services or systems carries a 4% processing fee.

Non-Disclosure

TTCI agrees not to use directly or indirectly, the confidential information of client except for executing the terms of the proposed work, and will sign a non-disclosure agreement to this effect. For marketing and business development purposes, TTCI retains the right to publish Application Notes and White Papers that describe, in a general sense, the work performed under the contract. The client will be included in the review process to ensure that the publication does not reveal or improperly use any confidential information.

Ownership of Intellectual Property

TTCI will grant to the Purchaser a paid-up, perpetual, non-exclusive, non-transferable license to use, duplicate and reuse work material delivered under this proposal. The license is for internal use only by the customer. This license will extend to any routines supplied from our re-use library. These routines will lower development costs and provide working templates for common programming functions such as reading and writing settings from files, dynamic creation and management of graphs and user interfaces generating reports and creating macros.

TTCI maintains an Intellectual Property Policy, which outlines our commitment to protecting our client's intellectual property. It is available upon request.

Limited Liability

TTCI shall not be liable, under any circumstances, to client or any other person for lost profits or special, incidental or consequential damages associated with the hardware, software, equipment, or systems described in and provided under this agreement. Client acknowledges that no promises, representations, or guarantees have been made or given by TTCI to client or any of their agents in relation to the profitability of or any other consequence or benefits to be obtained by the use of the hardware, software, equipment or systems. Client acknowledges that it has



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relied on its own skill and judgment in deciding to acquire the custom engineered hardware and software services for its own use. TTCI shall not be liable for any loss or damaged that may arise in connection with the furnishing or use of the custom engineered hardware, software or systems.

Remedies

TTCI's entire liability and client's exclusive remedy under any express warranty contained herein is, at TTCI's option, either (i) return of the payments made; or (ii) replacement of the hardware, software and/or systems which do not meet the warranties described herein and which are returned to TTCI after obtaining an RMA agreement from TTCI. Any replacement of the hardware, software and/or systems shall be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

Mutual Non-Solicitation

For the terms of this Agreement, and for a period of three (3) years from the termination or expiration of this Agreement, each Party agrees that it will not: (i) recruit, hire, assist others in recruiting or hiring, or refer to others, any person or entity who is an employee of the other Part or a subsidiary or affiliate of such other Party with whom the recruiting Party has had contact or who became known to such Party in connection with this Agreement, or (ii) solicit, induce, or attempt to solicit or induce any person or entity who is an employee of the other.

Party or a subsidiary or affiliate of such Party with whom the soliciting Party has had contact or who become known to such Party in connection with this Agreement to terminate or otherwise cease such employment, relationship, provided, however, that neither Party shall be precluded from hiring any such employee who (a) initiates discussions regarding employment without any direct solicitation by a Party, (b) responds to any public advertisement, or (c) has been terminated by a Party, its subsidiary or affiliate.

In the event that an employee of one Party takes the initiative and applies for a position publicly advertised by the other Party, the Party receiving such application will (i) advise that he/she discuss the possible employment change with the Party to which he/she is currently employed and (ii) inform such person that discussions with his/her current employer shall occur before further employment negotiations continue.