

**TERMS AND CONDITIONS OF SALE
NORTHROP GRUMMAN INTERNATIONAL TRADING, INC.
(Hereinafter "NGIT")**

1. ACCEPTANCE OF ORDERS

(a) No purchase order shall be binding unless or until accepted in writing by NGIT. Any terms or conditions contained in the purchase order or other instrument of Buyer, which are in addition to or inconsistent with any of the terms or conditions contained in these Terms and Conditions of Sale, shall not be binding on NGIT and shall not apply unless specifically agreed to in writing by NGIT.

(b) This purchase order sets forth the entire understanding between the parties with reference to the subject matter hereof. All clauses contained in law and regulation have been considered by the parties hereto, and those clauses not included are deemed to have been specifically considered and excluded, by mutual agreement of the parties.

2. PRICES

Unit prices apply only to the specific quantities and delivery schedule shown on NGIT's quotation. Any variation in quantity, specifications and/or rate of delivery may necessitate a revision in unit price(s). Prices shown do not include Federal, State or Local taxes. Applicable taxes shall be included at the time of invoice as specified in Paragraph 18 below. Unit prices do not cover the cost of environmental testing unless specifically so stated in the purchase order.

3. CHANGES; CANCELLATION

Buyer may request in writing changes to the purchase order and NGIT shall consider such request and provide written acceptance or rejection thereof within ten (10) business days of receipt. Such acceptance or rejection decision shall be in the sole discretion of NGIT. Purchase order changes requested by Buyer and received by NGIT subsequent to NGIT's acknowledgment of Buyer's purchase order shall not be considered effective unless and until mutual agreement has been reached in writing between Buyer and NGIT concerning the effect of said changes on price, delivery and/or other Terms and Conditions of Sale. Except with regard to purchase orders for custom products, which purchase orders are not cancelable without the prior written consent of NGIT, Buyer may cancel a purchase order at any time prior to shipment by NGIT by delivering written notice to NGIT; provided, however, that Buyer shall be responsible for the payment of cancellation costs as specified in Paragraph 16 below.

4. DELIVERY DATES

The delivery date is NGIT's best estimate of the time at which Laser Products will be shipped from our factory, but NGIT assumes no liability for loss, damage or consequential or other damages due to delays. In the event of any such delay or failure in performance, NGIT shall have such additional time within which to perform its obligations under this purchase order as may reasonably be necessary under the circumstances; and NGIT shall also have the right, to the extent necessary in NGIT's reasonable judgment, to apportion Laser Products then available for delivery equitably among its various customers. If, as a result of any such contingency, NGIT is unable to perform under this purchase order in whole or in part, then, to the extent that it is unable to perform, this purchase order shall be deemed terminated without liability to either party but shall remain in effect as to the unaffected portion of this purchase order, if any.

5. DELIVERY TERMS; RISK OF LOSS OR DAMAGE; DAMAGE DURING DELIVERY

Unless otherwise agreed by NGIT and Buyer, the Laser Products are sold F.O.B. St. Charles, MO, USA. Risk of loss of or damage to Laser Products shall pass from NGIT to Buyer upon NGIT's delivery of the Laser Products to a carrier. Except in the case of specially designed shipping containers supplied by

NGIT or otherwise agreed in writing by NGIT, NGIT shall ship all Laser Products in specially designed shipping containers to avoid damage due to excessive shock. In the event that any Laser Products are received by Buyer in a damaged condition, Buyer should cease unpacking such Laser Products, request an immediate inspection by the carrier responsible for delivery and furnish the carrier's written report to Buyer's insurer and NGIT. FAILURE OF BUYER TO COMPLY WITH THIS PARAGRAPH 5 SHALL VOID THE WARRANTY REFERRED TO IN PARAGRAPH 7 BELOW.

6. ACCEPTANCE; TITLE

All Laser Products ordered hereunder shall be subject to final inspection and acceptance by Buyer within thirty (30) days after delivery to Buyer. If the Laser Products ordered hereunder do not meet the specifications or otherwise do not conform to the requirements of this purchase order, Buyer shall have the right to reject such non-conforming products by providing NGIT written notice of non-conformance within thirty (30) days after delivery. To the extent that any Laser Product is not rejected in writing within thirty (30) days after delivery, such product shall be deemed accepted hereunder. Any such acceptance or deemed acceptance resulting from Buyer's failure to provide written notice of rejection within thirty (30) days after delivery shall be definitive and final in all cases, absent fraud. Following such acceptance or deemed acceptance, Buyer's only remedy for defective Laser Products shall be as provided in Paragraph 7 below. Laser Products that have been delivered and rejected may be returned at Buyer's expense to NGIT for repair or replacement; provided, however, risk of loss of or damage to delivered and rejected Laser Products remains with Buyer regardless of such rejection. Title to Laser Products shall transfer from NGIT to Buyer upon Buyer's acceptance or deemed acceptance of such Laser Products and payment of the purchase price.

7. WARRANTY

NGIT's warranty with respect to Laser Products is set forth in its WARRANTY POLICY, a copy of which is attached hereto and, by this reference, incorporated herein. Such warranty may not be modified or expanded by any other person in any manner that modifies or expands the liability of NGIT. THE WARRANTIES SET FORTH IN THE WARRANTY POLICY ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE, AND THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. NGIT SHALL NOT BE RESPONSIBLE FOR THE REMOVAL OF THE DEFECTIVE LASER PRODUCTS FROM ANY ITEM PRODUCED BY BUYER OR FOR ANY COSTS OR EXPENSES INCURRED, DIRECTLY OR INDIRECTLY, BY BUYER IN CONNECTION WITH THE REMOVAL OF THE DEFECTIVE LASER PRODUCTS FROM ANY ITEM PRODUCED BY BUYER. THIS WARRANTY SHALL NOT BE VALID IF THE LASER PRODUCTS HAVE BEEN SUBJECTED TO ABUSE, MISUSE, ACCIDENT, ALTERATION, NEGLIGENCE, UNAUTHORIZED REPAIR OR EXPOSURE TO CONDITIONS BEYOND APPLICABLE ENVIRONMENT.

8. REMEDIES

IN NO EVENT SHALL NGIT BE LIABLE FOR COVER DAMAGES, BEYOND THAT EXPRESSLY SET FORTH UNDER THE ABOVE INDICATED WARRANTY PARAGRAPH. SPECIFICALLY, NGIT SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT OR INDIRECT COSTS, EXPENSES, COVER REMEDIES, OR ANY OTHER FORM OF LOSS ALLEGED BY BUYER, IRRESPECTIVE OF ANY DELAY IN DELIVERY, FAILURE TO DELIVER, OR ALLEGED NON-PERFORMANCE OR MISPERFORMANCE ON NGIT'S PART. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NGIT'S AGGREGATE LIABILITY ON ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY), WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THIS

PURCHASE ORDER, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM ALL SERVICES AND LASER PRODUCTS COVERED BY OR FURNISHED UNDER THIS PURCHASE ORDER, SHALL IN NO CASE EXCEED THE PRICE OF THE SPECIFIC NGIT SERVICE OR LASER PRODUCT WHICH GIVES RISE TO THE CLAIMS. IN NO EVENT SHALL NGIT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, OR CLAIMS OF CUSTOMERS OF BUYER FOR SUCH DAMAGES.

9. CLAIMS AND REJECTED LASER PRODUCTS

No Laser Products may be returned without NGIT's permission in writing. After receiving factory authorization, Laser Products requiring repair or replacement should be sent prepaid to the factory, in accordance with NGIT's RMA return procedure.

10. SPECIFICATIONS

Weight, dimensions and specifications shown in sales literature are not guaranteed. Detailed control drawings are available on request. NGIT reserves the right to make design changes at any time without incurring any obligation to incorporate these changes in units previously purchased or to continue to supply obsolete items. NGIT is not responsible for typographical or clerical errors made in any quotations, orders or publications. All such errors are subject to correction.

11. TERMS OF PAYMENT

Unless stated differently on NGIT's quotation, terms are net thirty (30) days from date of invoice, with no discount allowed for earlier payment. In cases where credit is not established satisfactorily or financial information is not available, the terms are cash in advance, credit card or C.O.D., at NGIT's option. If Buyer becomes delinquent in payments to NGIT, or refuses to accept C.O.D. shipments, then NGIT has the right, in addition to any other remedy to which it may be entitled at law or in equity, to cancel the purchase order, refuse to make further deliveries and declare due and payable immediately all unpaid amounts for Laser Products or services previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment thereof shall be made accordingly.

12. EXPORT REGULATIONS

(a) Buyer agrees that it shall not sell, transfer or deliver, directly or indirectly, any part or portion of the Laser Products, services or related documentation supplied by NGIT pursuant to this purchase order to any person or organization in any country where such sale, transfer or delivery by Buyer would be prohibited by law or regulation now or hereafter in effect which imposes any restrictions on United States trade with foreign countries.

(b) NGIT's obligations hereunder are conditioned upon NGIT (or Buyer) obtaining, from the appropriate agencies or departments of the United States Government, all export licenses and other governmental permits that may be required by law to enable NGIT to export the Laser Products, services and related documentation supplied by NGIT pursuant to this purchase order. NGIT agrees to take all reasonable steps to obtain such licenses and permits; provided, that Buyer shall reimburse NGIT for any costs NGIT expends or incurs in connection with obtaining such licenses and permits. In the event that the required approvals are not granted, withdrawn or not extended, then either party may terminate this purchase order and such termination for purposes of determination of costs shall be considered caused by Excusable Delay as defined in Paragraph 17 below.

(c) Buyer shall indemnify and save harmless NGIT and its affiliated companies from and against any and all damages, liabilities, penalties, fines, costs and expenses, including attorneys' fees, arising out of claims, suit, allegations or charges of Buyer's failure to comply with the provisions of this Paragraph 12.

Any failure of Buyer to comply with the requirements or any breach of the warranty contained in this Paragraph 12 shall be a material breach of this purchase order.

13. SPECIAL TOOLING

Special tooling, which is totally paid for as a separate item on a purchase order, shall become the property of Buyer. During its use at NGIT, special tooling shall be held for the exclusive use of Buyer. NGIT shall maintain special tooling in accordance with NGIT's standard practice. To the extent practicable, special tooling shall be identified by appropriate stamps, tags or other marks. Property control records shall be maintained in accordance with NGIT's standard practice. Unless otherwise stated on the face of this purchase order, prices shown do not include the costs of transportation, storage beyond life of the purchase order or special identification and packaging. Unless otherwise agreed in writing between NGIT and Buyer at the time of this purchase order, NGIT shall not be responsible for special tooling not recalled by Buyer upon delivery of all work called for in this purchase order.

14. PROPRIETARY INFORMATION

Buyer agrees that any information obtained from Laser Products, devices, materials, circuits and other items provided by NGIT under or in furtherance of this purchase order shall be considered Proprietary Information and shall only be disclosed to employees of Buyer with a need to know to use the Laser Products provided hereunder. Buyer shall not use the Proprietary Information for any other purpose and shall not disclose or use any Proprietary Information to the detriment of NGIT or its affiliates or to benefit itself unless expressly authorized in writing to do so by NGIT. Buyer agrees not to, nor authorizes others to, reverse engineer any Laser Products, devices, materials, circuits or other items provided by NGIT under or in furtherance of this purchase order.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

(a) In the event any Laser Product to be furnished under this purchase order is not to be made in accordance with drawings, samples or manufacturing specifications designated by Buyer, but rather is the design of NGIT or its affiliates, NGIT agrees that it shall, at its own expense and at its option, defend or settle any claim, suit or proceeding brought against Buyer or any customer of Buyer, based on an allegation that the product furnished under this purchase order constitutes a direct infringement of any claim of any U.S. patent, mask work, U.S. copyright or any other U.S. intellectual property right ("Covered IP Right"). This obligation shall be effective only if Buyer shall have made all payments then due and if NGIT is notified of said allegation promptly in writing and given authority, information and assistance for the settlement or defense of said claim, suit or proceeding. NGIT shall pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that its Laser Product or any part thereof infringes or violates any third party Covered IP Right or if the use or sale thereof is enjoined or if the provisions of any negotiated settlement agreement prohibit the use of the Laser Product, NGIT shall at its sole option and its own expense, either: (a) procure for Buyer the right to continue using the Laser Product; or (b) replace it with a substantially equivalent non-infringing product; or (c) modify it so it becomes non-infringing but substantially equivalent; or (d) if none of the above is reasonably available, terminate Buyer's right to use the Laser Product, accept the return of the Laser Product from Buyer and return to Buyer the pro rata amount of the price originally paid by Buyer to NGIT for the Laser Product supplied by NGIT, based on a three-year life.

The foregoing indemnity does not apply to the following: (1) infringement by a combination of the Laser Product furnished under this purchase order with other products not furnished hereunder; (2) infringement resulting from changes or modifications made to or from the Laser Product by Buyer; and (3) any settlements of a claim, suit or proceeding made without NGIT's prior written consent. The foregoing states the entire liability of NGIT with respect to infringement or violation of third party intellectual property rights in connection with Laser Products furnished under this purchase order.

(b) In the event any product to be furnished under this purchase order is to be made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to defend, indemnify and hold NGIT harmless to the same extent and subject to the same requirements as set forth in NGIT's indemnification of Buyer as set forth in (a) above.

16. CANCELLATION

Any purchaser order once accepted by NGIT (i.e., to which an acknowledgment has been forwarded to Buyer by NGIT) cannot be cancelled by Buyer (unless NGIT has previously expressly indicated in writing its inability to provide the item within the specifications applicable to the purchase order), without the payment of cancellation costs to NGIT. Said cancellation costs shall include a basic cancellation charge of fifteen percent (15%) of the price of the cancelled Laser Products and/or services, plus an amount to fully reimburse NGIT for reasonable costs incurred to the date of cancellation plus reasonable costs incurred to cancel the purchase order, including all applicable direct costs, such as material and labor costs, plus applicable indirect costs, such as administrative costs.

17. EXCUSABLE DELAY

For the purposes hereof, "Excusable Delay" shall mean causes proved to be beyond Buyer's or NGIT's reasonable control including, without limitation, an act of God or the public enemy, natural disasters, fire, floods, explosions, earthquakes, any act of the government of Buyer or NGIT, war, insurrection or riots, strikes affecting NGIT or Buyer and freight embargoes. If NGIT has knowledge of an Excusable Delay, then NGIT shall promptly notify Buyer in writing. The anticipated duration and causes of the Excusable Delay as well as remedial actions to be taken by NGIT to prevent delays in delivery shall be given in writing within thirty (30) days of the initial notification. Buyer may wholly or partly suspend or postpone any of its obligations under this purchase order by promptly notifying NGIT in writing in the event of Excusable Delay. Such suspension or postponement may continue until the circumstances of the Excusable Delay have been overcome. When the cause of the delay has ceased to exist, NGIT shall promptly notify Buyer of such fact and the actual delay to the delivery or other performance required under this purchase order. The parties shall negotiate a mutually acceptable revised delivery schedule, taking into account all the circumstances of the Excusable Delay. The time for completion shall not be extended by a period greater than the agreed period of the Excusable Delay. If any one or more delays in performance constituting an Excusable Delay exceeds a period of three (3) months from the date of the contractual scheduled delivery in the purchase order and the parties have not agreed upon a revised schedule for performance, Buyer shall have the right to terminate any or all ordered but undelivered Laser Products or services without liability to either party (except as provided herein) and shall pay NGIT its costs incurred up to the date of termination.

18. TAXES

Federal, State or Local taxes, if any, must be added to the net prices and shall be shown as a separate item upon invoicing and shall be borne and paid entirely by Buyer.

19. INSPECTION AND AUDIT

Examination of NGIT's books and records is restricted solely to the Comptroller General of the United States to the extent authorized and required under public law.

20. NO FURTHER OBLIGATIONS

Buyer acknowledges that NGIT is under no obligation to provide Buyer with any Laser Products or services other than those in the quantities specified herein. More specifically, Buyer acknowledges that NGIT is under no obligation to agree to follow-on production work concerning the subject matter hereof and that no representations have been made by any employee or agent of NGIT to the contrary. Further, Buyer agrees that any such commitment can be evidenced only by the execution by the authorized

representatives of NGIT and Buyer of an amendment hereof or a new supply agreement between NGIT and Buyer.

21. NEGOTIATED TERMS

All terms of this purchase order were negotiated between the parties at arm's length, recognizing the special needs, knowledge and benefits of each party. The parties agree that in the event a dispute arises in connection with this purchase order, the terms contained in this purchase order shall be given their plain meaning, and that no term shall be construed in favor of one party over the other by virtue of one party having drafted a term in this purchase order.

22. ENTIRE AGREEMENT

This purchase order contains the entire agreement between the parties, and no modification, amendment, revision, waiver or other change will be binding on NGIT unless assented to in writing by NGIT's authorized representative. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on NGIT.

23. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this purchase order, representatives of the parties shall meet promptly in a good faith effort to resolve the dispute without resort to arbitration or court proceedings. If the dispute is not resolved by the parties within thirty (30) days after the representatives' first meeting, then either party, by written notice to the other, may request mediation. Mediation shall be conducted in St. Charles County, MO, USA in accordance with the Commercial Mediation Rules of the American Arbitration Association. If mediation is not timely requested or does not end in resolution of the dispute, then the parties agree to finally and exclusively resolve the dispute through binding arbitration, to be conducted in St. Charles County, MO, USA in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator may only award or grant to the parties such remedies as a court of competent jurisdiction could award or grant within the locality where the arbitration takes place and may not award consequential or punitive damages. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction. Notwithstanding the foregoing, NGIT shall not be required to pursue mediation or arbitration under this Paragraph 23 in connection with claims brought by NGIT against Buyer arising out of Buyer's failure to pay for any Laser Products or services in whole or in part.

24. WAIVER OF JURY; JURISDICITON; CHOICE OF LAW

NGIT and Buyer expressly acknowledge that by signing this purchase order they are giving up their respective right to a jury trial with respect to any claims regarding, relating to or arising out of this purchase order. Without derogation of the arbitration provisions set forth in Paragraph 23 above, if a party has a legitimate need to seek relief from a court of law (i.e., to seek injunctive relief or to enforce an arbitration award), each party hereto irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of or in connection with this purchase order shall be brought exclusively in the United States District Court for the Eastern District of Missouri, or if such court does not have jurisdiction or will not accept jurisdiction, venue of any court of general jurisdiction in St. Charles County, MO, USA; (ii) consents to the jurisdiction and venue of any such court in any suit, action or proceeding; and (iii) waives any objection which such party may have to the laying of venue of any such suit, action or proceeding in any such court. This purchase order shall be governed by the laws of the State of Missouri, USA applicable to contracts entered into and wholly to be performed in such jurisdiction without regard to its conflicts of laws provisions.

25. ANTI-CORRUPTION COMPLIANCE (Applicable to NGIT's Authorized Resellers only)

Reseller represents, warrants and covenants that:

(a) It has not and will not, directly or indirectly, pay, promise, offer or authorize the payment of any money or anything of value to:

- 1) an officer, employee, agent or representative of any government, including any department, agency or instrumentality thereof or any person acting in an official capacity thereof;
- 2) a candidate for political office, any political party or any official of a political party; or
- 3) any other person or entity

while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting NGIT in obtaining or retaining business, or an improper business advantage. Without limiting the generality of the foregoing, Reseller shall not directly or indirectly, pay, promise, offer or authorize the payment of any facilitating payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of NGIT.

(b) No gift, travel expenses, business courtesies, hospitalities or entertainment of any nature has been or will be accepted or made in connection with this agreement where the intent of was, or is, to unlawfully influence the recipient of the gift, travel expense, business courtesy, hospitality or entertainment. Reseller also represents that any gifts, travel expenses, hospitalities or entertainment offered or provided shall meet the following conditions:

- 1) be permitted under the U.S. Foreign Corrupt Practices Act and the laws and regulations of the country in which this agreement will be performed;
- 2) be consistent with applicable social and ethical standards and accepted business practices;
- 3) be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and
- 4) be of such nature that its disclosure will not cause embarrassment for NGIT.

(c) Breach of any of the foregoing provisions of parts (a) and (b) of this clause by Reseller shall be considered an irreparable material breach of this agreement and shall entitle NGIT to terminate this agreement immediately without compensation to Reseller.

26. ACTIVITY PROHIBITIONS (Applicable to NGIT's Authorized Resellers only)

Reseller shall not engage in any of the following activities on behalf of NGIT under this agreement: acting as an agent of NGIT; marketing or sales promotion; lobbying; freight forwarding; consulting services; performing offset (industrial participation) consulting or brokering services; or activity as a joint venture party.

27. NOTIFICATION OF STATUS CHANGES PROVISION (Applicable to NGIT's Authorized Resellers only)

Resellers that provided anti-corruption compliance due diligence information (e.g., related to its ownership and personnel, subsidiaries and third parties, the due diligence questionnaire and related certifications) to a NGIT representative or through the Global Trust website shall provide NGIT with prompt notification and

details of any changes to its owners, officers, directors or other information contained in such due diligence materials, and agrees to promptly cooperate with NGIT and provide additional information reasonably requested related to such changed information. In the event of a material change to the owners, offices, directors or other information contained in the due diligence material supplied to NGIT, NGIT reserves the right to suspend performance under this agreement by providing written notice to Reseller in order for NGIT to conduct anti-corruption due diligence upon such changed circumstances.

28. ANTI-CORRUPTION COMPLIANCE (Not applicable to NGIT's Authorized Resellers)

Each party hereto represents, warrants and covenants to the other party that related to this purchase order:

(a) It has not and will not, directly or indirectly, pay, promise, offer or authorize the payment of any money or anything of value to:

- 1) an officer, employee, agent or representative of any government, including any department, agency or instrumentality thereof or any person acting in an official capacity thereof;
- 2) a candidate for political office, any political party or any official of a political party; or
- 3) any other person or entity

while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of obtaining or retaining business, or an improper business advantage. Without limiting the generality of the foregoing, neither party shall directly or indirectly, pay, promise, offer or authorize the payment of any facilitating payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance.

(b) No gift, travel expenses, business courtesies, hospitalities or entertainment of any nature has been or will be accepted or made in connection with this purchase order where the intent of was, or is, to unlawfully influence the recipient of the gift, travel expense, business courtesy, hospitality or entertainment. Each party also represents that any gifts, travel expenses, hospitalities or entertainment offered or provided shall meet the following conditions:

- 1) be permitted under the U.S. Foreign Corrupt Practices Act and the laws and regulations of the country in which this agreement will be performed;
- 2) be consistent with applicable social and ethical standards and accepted business practices;
- 3) be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and
- 4) be of such nature that its disclosure will not cause embarrassment for either party.

(c) Breach of any of the foregoing provisions of parts (a) and (b) of this clause by a party shall be considered an irreparable material breach of this purchase order and shall entitle the other party to terminate this purchase order immediately without compensation to the other party.

29. ACTIVITY PROHIBITIONS (Not applicable to NGIT's Authorized Resellers)

Unless specifically authorized in writing by NGIT, Buyer shall not engage in any of the following activities on behalf of NGIT under this purchase order: acting as an agent of NGIT; marketing or sales promotion; or acting as a distributor or reseller.