



GENERAL TERMS AND CONDITIONS

All quotations, products, and services provided by BlueHalo, LLC (inclusive of its affiliates and subsidiaries) (“BlueHalo”) or its representatives to any customer, distributor, reseller, original equipment manufacturer, end-user or other purchaser (“Buyer”) are furnished only on the terms and conditions stated herein. By ordering, paying for, and accepting delivery of products and/or services (“Products”) from BlueHalo, Buyer agrees to and accepts these terms and conditions and agrees that, unless modified by separate negotiated agreement as provided below, these terms and conditions (“Terms”) together with the item, quantity, price, and similar terms as set out in BlueHalo’s quotation, order acknowledgement and/or invoice, constitute the entire agreement of the parties, superseding all other communications and documentation. BlueHalo hereby expressly rejects any different or additional terms, preprinted or otherwise, contained or referenced in any purchase order or other documentation furnished by Buyer, whether before or after delivery of Products, even if receipt thereof is acknowledged by signature or otherwise. **No waiver or modification of these Terms shall be binding on BlueHalo unless set out in a separate negotiated agreement signed by an authorized officer of BlueHalo.**

1. Quotations and Prices.

(a) All prices are based on the delivery terms herein and, unless otherwise specified by BlueHalo in a separate written agreement or quotation, are subject to change without notice.

(b) Quotations are valid for 30 days, unless otherwise specified therein, and may be changed or withdrawn at any time prior to acceptance. Quotations to non-U.S. Buyers are solicitations for offers to purchase. Clerical or typographical errors are subject to correction. Quoted prices and estimated lead-times are valid only for the quantities, terms, and payment schedule specified.

(c) Prices stated do not include applicable local, state, federal sales, use, value added, goods and services, excise, property, customs, stamp, documentary, import/export, or other taxes, tariffs, fees, duties, withholdings or like charges, domestic or foreign, and will be invoiced to Buyer in addition to quoted pricing unless exempted. The amount of any sales, use or similar tax applicable to the sale of the items herein or to the use of such goods by the Buyer (except taxes based on BlueHalo’s income) shall be paid by the Buyer, or in lieu thereof the Buyer will provide BlueHalo with a tax exemption certificate acceptable to the taxing authorities.

2. Orders and Acceptance. To receive quoted pricing, Buyer’s purchase order must refer to the applicable BlueHalo quotation by Quote Number (if available) or date of quote and accept and agree to all Terms without modification. Orders must be presented in writing and in machine readable

format via e-mail to the BlueHalo Contracts Representative identified in the quotation and will be considered accepted only when BlueHalo expresses its acceptance in writing or ships the Products ordered. BlueHalo reserves the right, without liability, to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders from all sources exceed BlueHalo's inventory or ability to deliver. Where orders are placed, acknowledged, and/or invoiced by electronic transmission, the data transmitted will be deemed “in writing” and “signed”; and any printout of electronic transmissions maintained in the ordinary course of business will be considered an “original” to the same extent and under the same conditions as other business records maintained in documentary form. BlueHalo shall be entitled to assume that persons placing orders on behalf of Buyer (electronically or otherwise) are authorized to do so and to accept the terms and conditions herein.

3. Change and Cancellation.

(a) Except where BlueHalo has expressly agreed otherwise in writing, all orders are NON-CANCELLABLE and NON-RETURNABLE, and any cancellation will be subject to payment of cancellation charges as determined by BlueHalo, which may include, but are not limited to, charges for raw material, work in process and finished goods applicable to the order, together with applicable overhead and allowance for profit.



(b) Any changes requested by Buyer must be submitted in writing to BlueHalo at least ninety (90) days in advance of the scheduled delivery date and are subject to written acceptance by the BlueHalo Contracts Representative. Costs and/or delays resulting from such changes will be solely determined by BlueHalo and shall be binding upon Buyer.

(c) BlueHalo may immediately cancel or suspend performance of any order if Buyer fails to meet any of its obligations herein.

4. Payment.

(a) For customers with approved credit, terms are NET 30 days from date of invoiced by BlueHalo. For customers without approved credit, terms are cash in advance or provision of a letter of credit acceptable to BlueHalo in its sole discretion in advance of order acceptance.

(b) Credit terms, including the acceptance of letters of credit, if applicable, require the written approval of BlueHalo's Vice President of Accounting or authorized representative and are subject to an annual renewal of such approval. Notwithstanding credit approval, BlueHalo reserves the right to modify payment terms or require prior payment, letter of credit, or COD when, in the opinion of BlueHalo, Buyer's financial condition or previous payment record so warrants.

(c) Deposits or similar advance payments, if any, are non-refundable and no discount for early payment is authorized without the written consent BlueHalo's.

(d) Payment terms will not be affected by any delay in delivery, installation or acceptance; *provided*, however, that if shipment is delayed due to Buyer's acts or omissions, payment will be due on the scheduled shipment date, and Products will be stored at Buyer's expense and risk for the duration of such delay. Partial shipments are billed as made and payable on the terms above.

(e) If Buyer is delinquent in any payment due, BlueHalo may exercise any and all available remedies, including set off, and may suspend production and/or institute credit hold procedures for all pending orders. A service charge (not to exceed 1.5% per month) may be charged on all past due balances.

(f) If BlueHalo deems it necessary to refer an account to an agent or attorney for collection, all costs and expenses of collection (including, without limitation, reasonable attorneys' fees) will be charged to Buyer's account, up to the maximum allowed by law.

(g) In the event of any voluntary or involuntary bankruptcy or insolvency proceeding involving Buyer, BlueHalo shall be entitled to cancel any order(s) then outstanding and receive reimbursement for cancellation charges as provided above.

(h) All payments made by credit card will be assessed a 3.5% processing fee, which will be added and charged at the time of processing.

5. Packing and Marking. BlueHalo will provide packing, packaging and marking in accordance with commercial practices at the quoted prices. BlueHalo reserves the right to adjust the quoted price for any unique or special requirements requested by Buyer.

6. Delivery and Inspection.

(a) For domestic shipments, all deliveries are FOB Origin. Buyer shall bear all risk and expense for delivery of Products and, at its option may select the carrier and method of shipment. BlueHalo will make such selections if Buyer fails to do so at least five (5) days prior to shipment, and any shipping contracts made by BlueHalo will be for Buyer's account and invoiced to Buyer in addition to the product price, unless otherwise agreed to in writing by BlueHalo.

(b) For international shipments, delivery shall be either Free Carrier (FCA) BlueHalo's Facilities (Incoterms 2010) or as specified in BlueHalo's order acknowledgment. BlueHalo will use its forwarder to clear the shipment for export under its own license then turn the shipment over to Buyer's forwarder for shipment onward at Buyer's expense and risk.

(c) Title to the material shipped and all risks of loss pass to Buyer upon shipment as described above. In not previously accepted, receipt of delivery by or behalf of Buyer will constitute acceptance of these Terms.

(d) BlueHalo will endeavor to deliver accepted orders promptly; it is understood, however, that



dates indicated for delivery or performance are approximate only, and BlueHalo shall have no liability for any failure to perform within such dates.

(e) Buyer must inspect all items upon arrival and provide written notice to BlueHalo, within thirty (30) days, of any claim for shortage or other nonconformance. If Buyer fails to give timely notice, all items will be deemed accepted and any right of rejection will be waived. Use or resale of products in any manner following delivery will also constitute acceptance by Buyer. Any claim for loss or damage in transit should be made directly to the delivering carrier.

7. No Warranty. UNLESS A WARRANTY IS OFFERED AND DEFINED ON THE QUOTATION OR PURCHASE ORDER, THEN THAT SECTION APPLIES. TO THE FULL EXTENT ALLOWED BY LAW, BLUEHALO PRODUCTS ARE PROVIDED “AS IS,” AND BLUEHALO DOES NOT MAKE NOR GIVE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND GUARANTIES, WHETHER ORAL OR WRITTEN, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Return Authorization.

(a) All returns (including returns for examination or repair under Warranty) require prior authorization from BlueHalo in the form of a Returned Material Authorization (“RMA”), which may be obtained by contacting the Contracts Representative. The RMA number is valid for seven (7) days from issuance and should be clearly marked on the exterior of the shipping container and all enclosed shipping documents. Products returned without an RMA number may be returned to Buyer freight collect.

(b) Unless agreed by BlueHalo in writing, all sales are final. For non-Warranty repairs, issuance of an RMA requires a Buyer purchase order (“PO”) covering all charges associated with the required repairs or service. A PO is also required for items under Warranty where Buyer requests an expedited

exchange; BlueHalo will issue a credit against the PO upon receipt of returned items per the RMA instructions. Returned items should be shipped by Buyer freight prepaid and properly boxed to prevent damage in transit. BlueHalo WILL NOT ACCEPT ANY C.O.D. PARCELS. For Products covered by Warranty, return transportation will be prepaid by BlueHalo. For Products not under Warranty or returned with no fault found, return transportation will be charged to Buyer.

9. Product Specifications and Validation.

(a) All Products, when delivered by BlueHalo, will substantially conform to BlueHalo’s published specifications; any other description of the Products is for the sole purpose of identification and does not constitute a warranty of any sort. Any sample or model provided or used in connection with any order is for illustrative purposes only and is not to be construed as a warranty that the Products will conform to the sample or model.

(b) Buyer is responsible for validation of each specific Product application, as well as any use of Products as a component of, physically installed on, or in conjunction with other products or attachments not supplied or specified by BlueHalo for such purpose, including all necessary testing and qualification. Buyer shall put in place all necessary systems and protections to ensure that any failure or defect relating to the Products will not result in any other or further liability, damage, or safety issues.

(c) BlueHalo’s responsibility shall in all events be limited to repair or replacement of any defective Product(s) as provided in these Terms, and shall not include any further liability for or arising out of third party products with which the Products may be installed, combined, or used.

(d) BlueHalo reserves the right to discontinue or change the design or specifications of any product or component at any time, and will use commercially reasonable efforts to notify Buyer of any decision to discontinue products or any material change in specifications affecting form, fit or function.

10. Software and Firmware.

(a) Any software provided by BlueHalo including without limitation internal system code, firmware,



and/or operating system software ("Software") is licensed, and is provided upon the terms and subject to the conditions set forth in the applicable license agreement, the terms of which will prevail over any contrary terms and conditions herein. To the full extent allowed under applicable law, Buyer will be deemed to have agreed to the terms of any applicable licenses by opening the media envelope or by installing or using the Software or the Product in which it is installed. BlueHalo or its suppliers or licensors own all such Software and, unless otherwise provided in the applicable license agreement, BlueHalo grants Buyer, only for so long as Buyer owns or uses the Product as authorized, a limited, personal, non-exclusive, non-transferable, license to use such Software only in machine readable form and only as part of the normal operation and maintenance of the Product with which it is provided. All rights in and to such Software that are not expressly granted to Buyer are expressly reserved.

(b) Unless otherwise provided in the applicable license agreement, Buyer may not copy or duplicate the Software, in whole or in part (other than one back-up copy, bearing all original copyright notices, for archival purposes) or transfer, sublicense, distribute, sell, lease, rent, or otherwise provide or disclose any such Software, or any portion thereof, to any third party, including without limitation any use over the internet or through an application service provider model. Buyer may not circumvent any usage or other restrictions imposed by any license manager, or modify, adapt, copy, recast, alter, compile, decompile, translate, or create derivative works based on such Software, or use the same for application development purposes.

(c) For Software installed or embedded in a Product, Buyer's license will terminate when Buyer discontinues use of the Product with which such Software is provided.

(d) If BlueHalo provides or makes available to Buyer any third-party Software as or in connection with any Product, such third-party Software is provided by BlueHalo to Buyer subject to the third party's copyright and end user license, the terms and conditions of which are set forth in the applicable license agreement. BlueHalo shall transfer to Buyer only the rights, warranty terms,

remedies and obligations granted by the third party, and to the maximum extent allowed under applicable law, BlueHalo shall have make no other representations or warranties regarding, and have no liability to Buyer related to or arising out of, such third-party Software.

11. Use Restrictions and Requirements.

(a) Certain BlueHalo Products are Defense Articles as defined by the USML per 22 CFR 121 and are therefore Export Controlled under the International Traffic in Arms Regulations ("ITAR"). This order is subject to all applicable U.S., Canada or other laws and regulations relating to the export of the Products. Buyer shall not ship, transfer, export, or use the Products or any technical data or technology relating thereto in violation of applicable export laws, regulations or restrictions, and Buyer is responsible for compliance with all applicable state, local, foreign, and other laws, regulations, codes, ordinances, recommendations and requirements of government authorities pertaining to the purchase, license, installation, operation, maintenance, use, resale, or transfer of Products supplied hereunder, including without limitation obtaining all required licenses, permits, and registrations, it being understood that BlueHalo shall have no obligation or responsibility and makes no warranty of any kind regarding compliance with such requirements.

(b) Upon request from BlueHalo, Buyer shall complete, sign, and submit an End-User Statement ("EUS"). Delay in providing a signed EUS for each Order may result in delay of acceptance by BlueHalo.

(c) BlueHalo shall not be liable if any license, permit, or registration is delayed, denied, revoked, restricted, or not renewed, and Buyer shall not thereby be relieved of any obligation to pay BlueHalo for the Products.

(d) Buyer may not:

(i) Modify, alter, disassemble, or make any changes to any Products, or permit any third party to do so, without BlueHalo's prior written consent;

(ii) Import, export, sell, transfer, service, store, or otherwise handle, distribute or use any Products supplied hereunder in any manner prohibited by applicable laws and regulations, including all



applicable export control laws, restrictions and regulations, or contrary to any written warning or instruction given by BlueHalo herein, in the product documentation, on its website, or otherwise;

(iii) Trans-ship, divert, re-export or otherwise dispose of any U.S.-origin goods or technology obtained from BlueHalo except as expressly permitted by applicable export control laws, restrictions and regulations; or

(iv) Make any representations or warranties on behalf of BlueHalo as to the quality, merchantability, fitness for a particular use, or other features of the Products.

(e) Buyer shall indemnify and hold harmless BlueHalo from all liabilities, claims, losses, damages, and expenses (including without limitation reasonable attorneys' fees and expenses) arising out of any breach of these terms and conditions, except as expressly limited herein.

12. Intellectual Property.

(a) Buyer acknowledges BlueHalo's products are based upon and embody various confidential and/or proprietary technology, patents, copyrights, information, know-how, trade secrets, and other intellectual property of BlueHalo and its suppliers and licensors.

(b) BlueHalo and its suppliers or licensors (as applicable) shall exclusively own all inventions, information, technical data or drawings, copyrights, patents, trademarks, technology, processes, methods, know-how, trade secrets, and other proprietary information of any kind used or embodied in the Products and any documentation, drawings, designs, specifications, software, and other items furnished by BlueHalo, all intellectual property rights with respect thereto, and all reproductions or derivatives thereof in any form ("Intellectual Property").

(c) Buyer shall neither acquire nor claim any right, title, or interest in, and shall exercise reasonable care to maintain the confidentiality of, BlueHalo's Intellectual Property, and shall use the same solely as required for its authorized use of the Products supplied hereunder.

(d) Buyer may not directly or indirectly:

(i) Copy, adapt, develop, reverse engineer, recast, compile, decompile, translate, or create derivative works from any products or items provided by BlueHalo, or permit any third party to do so;

(ii) Remove, alter, or obscure any copyright, trademark, patent, logo, government restricted rights, or other notices or legends from items provided by BlueHalo; or

(iii) Disclose or use BlueHalo's Intellectual Property for commercial purposes or in a manner detrimental to BlueHalo.

(e) Disclosures of BlueHalo's Intellectual Property may be made only to Buyer's personnel having a specific need to know and a written obligation to protect such information no less restrictive than the restrictions herein, and Buyer will be responsible for any breach by its personnel.

(f) It is agreed that any breach of this Section may cause irreparable harm for which recovery of damages would be inadequate, and that immediate injunctive or other equitable relief is appropriate and available to prevent any violation, threatened or actual, of this Section, in addition to any other remedies and without proof of actual damage.

(g) Buyer understands and agrees that BlueHalo shall solely and exclusively own and have all right, title and interest in and to all technical data, software, both object and source code, trade secrets, mask works, processes, ideas, know-how, documentation, concepts, inventions, improvements, discoveries and any other tangible or intangible property developed or prepared by BlueHalo pursuant to, or in anticipation of, a Buyer purchase order and all related copyrights, patents, trade secret rights, mask work rights and other intellectual property rights.

(h) Without limiting the generality of the foregoing, Buyer agrees that all records papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions thereof, samples, models, and tools supplied or produced by BlueHalo during performance of the work under this Agreement with Buyer shall be considered BlueHalo's property, the nature and contents of which shall not be disclosed to others without written permission from BlueHalo, and shall be surrendered by Buyer to



BlueHalo upon completion of the related portions of such work, as may be requested.

13. Excusable Delay. BlueHalo shall not be liable for any failure or delay in performing its obligations hereunder as a result of (1) causes or factors beyond its reasonable control; (2) acts of God or the public enemy, acts of any government agency or authority, fire, floods, unusually severe weather, epidemics, quarantine restrictions, war, riot, strike, labor disturbance, freight embargo, public disorder, delays in transportation, or car shortages; (3) inability to obtain necessary labor, materials, components, or manufacturing facilities; (4) subcontractor or supplier delays which are beyond the control of the subcontractor or supplier; or (4) acts of Buyer, its employees, contractors, or agents. For delays resulting from such causes, performance will be correspondingly extended.

14. Limitation of Liability.

(a) BlueHalo shall have no liability for any loss, claim or liability (including without limitation any claim of infringement) to the extent such claim arises out of:

(i) Products manufactured or modified based on Buyer's designs or specifications;

(ii) Misuse, misapplication, improper or faulty installation, or use of Products in any manner or for any purpose other than as specified by BlueHalo;

(iii) Modification, repair, or disassembly of Products other than by or as authorized by BlueHalo; or

(iv) Use of Products in combination or conjunction with, physically installed on, or as a component of non-BlueHalo equipment, software, services, accessories, attachments, interfaces, or consumables, unless supplied or approved by BlueHalo.

(b) Any claim against BlueHalo, regardless of form, arising out of the Products or transactions to which these Terms apply must be brought within two (2) years after the cause of action arises or performance hereunder is completed or terminated, whichever first occurs.

(c) IN NO EVENT WILL BLUEHALO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY

OR OTHER INDIRECT LOSSES, COSTS, OR DAMAGES, HOWEVER CAUSED, WHETHER OR NOT FORESEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR UNUSABLE, OR LOSSES SUSTAINED BY BUYER OR ANY THIRD PARTY FOR A FAILURE OF THE PRODUCTS TO OPERATE WITH ANY OTHER PRODUCTS OR SOFTWARE PROGRAMS). BLUEHALO'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR PAYABLE FOR THE APPLICABLE PURCHASE ORDER. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, STRICT LIABILITY, INDEMNIFICATION, OR OTHERWISE, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(d) FOR EUROPEAN CUSTOMERS, THE FOREGOING SHALL BE MODIFIED SOLELY AS REQUIRED UNDER THE PRODUCT LIABILITY ACT, IT BEING AGREED THAT CLAIMS OVER AND ABOVE THOSE UNDER THE PRODUCT LIABILITY ACT WILL NOT BE MADE BY BUYER AGAINST BLUEHALO, AS MANUFACTURER, UNDER ANY THEORY OF LIABILITY, INCLUDING BY MEANS OF INDEMNIFICATION OBLIGATIONS.

(e) Buyer acknowledges that these limitations of liability are a material part of the bargain between the parties and are reflected in product pricing, which would be higher without these limitations.

15. Indemnity. Buyer shall defend, indemnify, and hold harmless BlueHalo, its parents, subsidiaries and affiliates, and their respective directors, officers and employees and representatives, from and against any and all claims, suits, losses, obligations, causes of action, damages, and expenses (including attorney's fees) relating to or arising out of any use of the Products by Buyer, its customers, or any third parties to whom Buyer transfers the Products or otherwise makes them available.



16. Buyer Property. BlueHalo shall not be liable for loss or destruction to Buyer property, including property which is the subject of this order, whether owned by Buyer, the U.S. Government, or others, except to the extent that BlueHalo is reimbursed or compensated for any loss of or destruction of or damage to such Buyer property or which results from willful misconduct or lack of good faith on the part of BlueHalo's managerial personnel.

17. Termination. BlueHalo may terminate this Agreement without liability upon written notice to Buyer if the Buyer becomes insolvent, files a petition in bankruptcy, or fails to perform a material term or obligation of this Agreement and such failure to perform continues for a period of thirty (30) days after receipt of written notice of such breach. Failure to pay any monies due under this Agreement is considered a material breach. Termination shall not exclude other remedies BlueHalo may have for failure to perform its obligations hereunder.

18. United States as End User. If the Products sold hereunder are pursuant to a contract or subcontract issued by an agency or department of the United States government, BlueHalo agrees that the Terms (other than those with respect to price and payment) shall be deemed modified to the extent reasonably necessary for Buyer to comply with mandatory statutory procurement requirements imposed on Buyer by virtue of the fact that the Products procured hereunder are intended to be acquired, used, or consumed by an agency or a department of the United States; *provided, however,* that these Terms shall not be deemed so modified unless and until Buyer notifies BlueHalo of such intent and identifies with specificity the modifications Buyer deems necessary for compliance.

19. Notices. All notices relating to this Agreement must be sent by either certified or registered mail, postage prepaid or electronic mail, by Buyer's duly authorized representative. Each of the parties may communicate with the other by electronic means and such communication shall be deemed acceptable as a signed writing.

20. Retention of Records. Buyer shall retain all records related to this Agreement for any period required by law or regulation. Records related to this Agreement include, but are not limited to,

financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Buyer shall timely provide access to such records to BlueHalo upon request.

21. Disputes. If a dispute or controversy arises regarding this Agreement or a purchase order, the parties will attempt in good faith to settle it amicably or through Alternative Dispute Resolution ("ADR") mediation rather than litigation or arbitration. The parties will mutually select the location and ADR entity to mediate the controversy and both agree to cooperate in reaching a settlement. Each party will be responsible for their own expenses but will equally share the costs and expenses of the mediation.

22. Governing Law. These Terms, all transaction to which they may apply, and any disputes arising out of Products provided hereunder, shall be governed by and construed in accordance with the laws of the State of Delaware and the United States of America, without giving effect to any conflict of law provisions thereof, and (failing resolution pursuant to the Disputes section of these Terms) all related controversies or disputes shall be heard in a federal or state court of appropriate jurisdiction located in New Castle County, Delaware. The Parties specifically disclaim application to this Agreement of the United Nations Convention on Contracts for The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any international discovery and service of process conventions.

23. Assignment. Buyer may not assign, novate, or transfer, by operation of law or otherwise, this Agreement, in whole or in part, without the prior written approval of BlueHalo. In all events, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

24. Interpretation. The headings in this Agreement are inserted for convenience only and shall not be used in the interpretation hereof.

25. Non-Waiver. No waiver of any provision of this Agreement, or of a breach hereof, whether express or implied, shall be effective unless in writing and signed by Buyer. No waiver of a breach of this Agreement, whether express or implied, shall constitute a waiver of a subsequent breach.



26. Severability. All provisions of this Agreement are severable, and the unenforceability or invalidity of any provision shall not affect the validity or enforceability of the remaining provisions of this Agreement.

27. Survivability. All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond expiration or termination of this Agreement, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), and product support obligations shall survive the expiration or termination of this Agreement.

28. Order of Precedence. In the event of an inconsistency or conflict between the provisions of these Terms and Conditions and any other document incorporated by reference herein, the inconsistency or conflict shall be resolved by giving precedence in the following order:

1. BlueHalo General Terms and Conditions (this document)
2. Purchase Order
3. BlueHalo Quote & Attachments