

STANDARD TERMS & CONDITIONS

These terms and conditions (the "Standard Terms and Conditions"), together with the terms and conditions set forth on the quotation ("Quotation") (collectively these Standard Terms and Conditions and the Quotation and any exhibits or attachments constitute the entire agreement (the "Agreement") between the Buyer indicated on the Quotation and Deca Technologies, Inc. ("Seller") regarding the purchase of Services.

1. SERVICES. Subject to the terms and conditions of the Agreement and Seller's acceptance of Buyer's purchase order, Seller shall provide the services set forth in the Quotation (the "Services") No change, addition, modification or revision of these Standard Terms and Conditions or the Quotation shall be binding upon Seller unless specifically agreed to by Seller in a writing referencing these Standard Terms and Conditions and signed by a duly authorized Seller representative. The terms and conditions of this Agreement prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer submitted its purchase order or such terms. Fulfillment of Buyer's purchase order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Agreement. Seller's failure to specifically object to any communication from Buyer that contains additional terms and conditions shall not be deemed a waiver of the terms and conditions stated herein. No course of dealing, no usage of trade and no acceptance of acquiescence to any course of performance shall add to, modify or be relevant to explain the Agreement.

2. FEES; PAYMENT; TAXES. Buyer will pay the Service fees set forth in each Quotation. Service fees do not include any taxes, now or hereafter enacted, applicable to any Services, Products (as defined in the Quotation), or any transactions contemplated by the Quotation. Buyer shall be solely responsible for and shall pay all such taxes, unless Buyer provides Seller with a tax-exemption certificate which is satisfactory to Seller in form and substance. Seller will provide Buyer with an invoice for the applicable Services and Buyer will make all payment without setoff or deduction. All payments are due in full within thirty (30) days from the invoice date unless otherwise agreed in writing by an authorized representative of Seller. Payments shall be made by wire transfer to the bank account designated by Seller. Payment shall be made in U.S. dollars, unless otherwise expressly agreed to by Seller. In the event that Buyer fails to pay on the due date, Seller shall be entitled to interest at one and one-half percent (1-1/2%) per month on the unpaid balance. In addition to the foregoing, Seller may (i) stop shipment of Product to Buyer, (ii) place Buyer on a credit hold, or (iii) refuse to accept new orders from Buyer until such payment is made.

3. SHIPPING TERMS; TITLE; RISK OF LOSS. Seller's term for shipping Products to Buyer shall be Ex-Works Seller's plant (Incoterms 2010) Title and risk of loss for Products shall pass to Buyer upon delivery. Delivery occurs upon Seller's tender of Products to Seller's dock for shipment and any loss or damage thereafter shall be Buyer's responsibility and shall not relieve Buyer from any obligations hereunder. All freight, insurance premium, duties, taxes and other shipping charges in connection with the supply and

shipment of the Products shall be paid by Buyer. Delay in delivery shall not relieve Buyer of its obligation to pay for Services or accept subsequent deliveries. Delivery date provided by Seller shall be construed as estimates only. Seller shall not be liable for any costs, losses, damages, claims or expense (consequential or otherwise) incurred by Buyer if Seller fails to meet any specified delivery schedule because of production delays or otherwise. Partial deliveries shall be acceptable to Buyer.

4. SPECIFICATIONS AND PRODUCTS. Buyer shall provide Seller with the written specifications ("Specification") applicable to Services and Products. No addition to or modification of the Specifications shall be effective unless set forth in writing in an Engineering Change Notice ("ECN") and agreed to by Seller in writing. Buyer shall communicate to Seller any proposed revision to Specification to allow Seller a reasonable amount of time to consider, and if agreed, implement such changes. Buyer will pay any additional fees assessed by Seller and will adjust the delivery schedule equitably in connection with Buyer's revision of the Specification. Notwithstanding anything to the contrary herein or otherwise, the parties acknowledge that Buyer is solely responsible for: (i) engineering and developing the Specifications; (ii) final approval of the Specifications; and (iii) any and all qualifications of the Products to determine suitability for use Buyer's customers' product application. Buyer represents and warrants that the Specifications for the Products and use of the Products are in full compliance with all applicable laws and regulations and shall promptly notify Seller of, and keep Seller notified in writing of any developments regarding, any claim, or to Buyer's knowledge, potential claim (whether civil, administrative, governmental or otherwise) against any Product for which Services have been rendered.

5. LIMITED LICENSE AND INTELLECTUAL PROPERTY. Seller hereby grants and agrees to grant to Buyer a limited, nonexclusive, worldwide, non-sublicensable, non-transferable, license under the Products and any Seller intellectual property that is embodied in, or is necessary to use the Products provided under this Agreement solely for the Purpose described in the Quotation. Any additional license grants shall be set forth in a separate definitive agreement on commercially reasonable terms. Except for the limited warranty in Section 9, the Products and Services are provided AS-IS. Seller assumes no obligation or liability of any kind with respect to claims of infringement of United States or foreign patents, copyrights, trademarks or other proprietary rights arising out of or relating to the Buyer's design, silicon or specification, or the importation, use, possession, sale, or delivery of any Product, and Buyer shall indemnify, defend and hold Seller harmless from any and all such claims and

liabilities, damages and expenses, including but not limited to reasonable attorneys' fees. Buyer acknowledges and agrees that Seller shall be the sole owner of any new assembly or test process, protocols, software (including test software), source code or procedures developed by Seller during the term of this Agreement unless otherwise agreed upon in writing by the Buyer and Seller. Buyer may not, nor may it permit any third party to: (a) disassemble, reverse-engineer, reverse-compile, or reverse-assemble the Service or Products; (b) separate, extract, or isolate components of the Service or Products or subject the Services or Products or components thereof to any analysis not expressly authorized in this Agreement; or (c) otherwise gain access to or determine the methods of operation of the Services or Products.

6. BUYER-FURNISHED PROPERTY. All tools or other materials furnished by the Buyer ("Buyer Materials") for use in the performance of Services shall remain the property of Buyer and shall be used by Seller in the performance of Services only, in accordance with the requirements of Services relating to such use, and shall be returned to Buyer when requested or upon the completion or termination of the Services for which the Buyer Materials were furnished. Seller agrees to exercise reasonable care in safeguarding and preserving Buyer Materials and assumes all responsibility for loss, damage or destruction while such property is in its possession or control.

7. RESCHEDULING; CANCELLATION. Buyer may cancel, or suspend without penalty any Service for which Seller has not commenced work, with written notice at least thirty (30) days before the shipment date in Seller's acceptance documentation. If Buyer cancels any order for which Seller has commenced work, Buyer shall pay full price for such Services that are subject to Buyer's cancellation. Cancellations of orders following non-recurring engineering ("NRE") investment, as solely determined by Seller, will result in the full NRE being invoiced.

8. INSPECTION. All Products for which Seller has provided Services shall be subject to Buyer's inspection within fifteen calendar (15) days following delivery of any Products (the "Inspection Period"). The methodology, applicable criteria and other relevant details for said inspections shall be as agreed by Buyer and Seller. Failure by Buyer to give notice to Seller of any full or partial rejection of said Products by the expiration of the applicable Inspection Period shall be deemed an acceptance of such Products by Buyer ("Buyer Acceptance"). If during the Inspection Period Product(s) fail to pass inspection, Buyer shall give written notice to Seller reasonably describing the reason for any rejection. Buyer shall not return any Products without the consent of Seller. Seller and Buyer shall agree on disposal or correction of rejected Products and on any necessary Service Fee adjustment.

9. LIMITED WARRANTY. For a period of ninety (90) calendar days from the date of delivery of Product to Buyer Seller warrants that all Services provided under this

Agreement shall comply with the Specifications and shall be performed in a diligent and professional manner, consistent with industry standards. The Parties recognize that certain Buyer Materials will be used in the assembly process. Seller makes no warranty to Buyer whatsoever with regard to the workmanship, quality or functionality of Buyer Materials. For warranty claims and as Buyer's sole and exclusive remedy for breach of this limited warranty, Seller will either, at Seller's election: (i) re-perform the services for the affected Products, rework the affected Products, or (ii) issue a credit not to exceed the Service Fee for the affected Products. Buyer shall only return Product to Seller in accordance with the mutually agreed upon warranty return procedure. Seller's warranties hereunder do not apply to the extent the non-conformance or defect was the result of: (a) abuse, misuse, unauthorized or faulty repairs, alteration or tampering by Buyer or Buyer's customer, or operation in a manner in violation of operational installation, storage or handling requirements, maintenance or instruction, (b) Buyer's Specification, (c) design of the Products not performed by Seller, or (d) design, manufacture or testing of the Buyer Materials.

THE FOREGOING WARRANTIES ARE EXCLUSIVE OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING CONSTITUTES BUYER'S SOLE AND EXCLUSIVE WARRANTY AND REMEDY FOR SELLER FURNISHING DEFECTIVE OR NONCONFORMING SERVICES, GOODS, PRODUCTS, MATERIALS, SPARE PARTS, OR SOFTWARE.

10. LIMITATION OF LIABILITY. EXCEPT FOR THE PAYMENT OF SERVICE FEES AND OTHER AMOUNTS DULY OWED HEREUNDER, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREUNDER, IN NO CASE SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING UNDER THIS AGREEMENT EXCEED THE SERVICE FEE PAID BY BUYER FOR THE SERVICES RELATED TO THE DISPUTE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER, WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, DAMAGES INCURRED BY THE OTHER PARTY OR SUCH THIRD PARTY FOR LOSS OF BUSINESS PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS ORDER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. EXPORT COMPLIANCE. Seller and Buyer shall comply at all times with all applicable federal, state, and local laws and regulations. The products covered by this contract

are subject to export license control by the U.S. Government including, but not limited to, the U.S. Export Administrations Regulations (EARs). Each party warrants that it will comply with all applicable export, re-export and foreign policy controls imposed by the U.S. and the country in which each is located. Each party will take the necessary actions and precautions to ensure that its Buyers do not contravene such laws or regulations. Each party agrees not to export, re-export or transship directly or indirectly, product or Seller's technical data to any country restricted by the U.S. Government, except as authorized by the appropriate U.S. governmental agencies. Each party may be subject to penalties for transacting business involving product, or Seller's technical information with any Buyers that it knows or has reason to know are subject to denial of U.S. Export privileges, engages, directly or indirectly in prohibited nuclear, chemical, biological or missile technologies.

12. INDEMNIFICATION. Buyer shall defend, indemnify and hold harmless Seller and its subsidiaries, and affiliates, third party service providers, and each of their respective employees, directors and Buyers, from and against all costs, losses, liabilities, damages, expenses and judgments arising directly or indirectly out of, or resulting in any way from, any claim, action or proceeding of any kind or nature, relating to (i) a breach by Buyer of any of these terms or (ii) bodily injury (including death) to any person, damage to property (including intangibles), or monetary loss caused by Products, Buyer's Specifications, Buyer Materials, or other designs supplied or instructions given by Buyer to Seller.

13. CONFIDENTIALITY. Each of Buyer and Seller shall protect the secrecy of each other's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care. In addition to any confidentiality obligations under any NDA executed between the parties, the parties agree that the receiving party will not (i) disclose the disclosing party's Confidential Information to anyone, except to persons in its own organization who have a need to know in order to fulfill such party's obligations under these Terms and Conditions, and who are bound by non-disclosure obligations requesting them to treat the Confidential Information as confidential; or (ii) use the disclosing party's Confidential Information except as necessary for the performance of the receiving party's obligations or the exercise of the receiving party's express rights under these Terms and Conditions. "Confidential Information" means any Seller or Buyer information that is marked or otherwise expressly identified as confidential in writing or that should have been reasonably understood as such due to its nature, regardless of whether in tangible, electronic, verbal, graphic, visual or other form that one party discloses to the other party. Confidential Information does not include material or information that (i) is generally known by third parties as a result of no act or omission of the receiving party; (ii) subsequent to disclosure hereunder was lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (iii) was already known by the receiving party prior to receiving it from the disclosing party and was not received from a third party in

breach of that third party's obligations of confidentiality; or (iv) was independently developed by the receiving party without use of disclosing party's Confidential Information.

14. FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence, including, without limitation, acts of God, acts of civil or military authority, embargoes, strikes, work stoppages, war, riots, fires, explosions, delays by suppliers, shortages of parts or materials, power failures, riot, insurrection, epidemic, SARS, bird flu, labor conditions, earthquake or communication line interruptions (events of "Force Majeure"). Upon any delay described in this section, the time for performance by the party affected by an event of force majeure event shall be extended for a period equal to the time lost by reason of the delay.

15. ASSIGNMENT; SUBCONTRACTING. Neither Seller or Buyer may assign its rights hereunder without the prior written consent of the other party. Seller may, in its sole discretion, subcontract the performance of any Service, provided that Seller shall remain responsible for any obligations subcontracted hereunder.

16. INSOLVENCY. If either Seller or Buyer (i) becomes insolvent; (ii) suspends its business; or (iii) files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, which petition is not dismissed within 30 days, then the other party may immediately cancel any outstanding part of any order without penalty.

17. CONTROLLING LAW. This Agreement and all questions relation to their interpretation, validity and enforcement shall be governed by and construed under the laws of the State of Arizona, without regard to conflict of law principles. The parties agree that, in the event of any claim or controversy arising out of this Agreement they shall first attempt in good faith to settle any such dispute through consultation and negotiation. The terms and conditions stated herein, and all other documents originated and signed by Seller which are consistent with the terms and conditions stated herein related to the delivery of Services, constitute the exclusive and complete agreement between the parties concerning the delivery of product herein.

18. NOTICES. All notices and other communications required or authorized under this Agreement are to be given in writing either by personal delivery or by registered mail to such party's address set forth on the Quotation and addressed to the attention of such party's legal department.

19. SURVIVAL. These Standard Terms and Conditions shall survive the expiration, termination or cancellation of the Quotation or any Order.