



PURCHASE ORDER AGREEMENT ADDITIONAL TERMS AND CONDITIONS OF PURCHASE

By providing the technology products specified in this purchase order (the Products) whether by shipping goods, performing services, licensing or transferring rights, or other means, Vendor signifies agreement with and acceptance of the following terms and conditions and that the same cannot be modified or amended other than by a writing signed by both Vendor and Buyer:

1. Vendor warrants and represents with respect to the Products (whether tangible or intangible) which are the subject of this purchase order, that as to the intellectual property rights embodied in said Products, including any copyright, trademark, trade secret or patent rights:

(a) Vendor has the full right and power to convey such rights to Buyer to the extent necessary for Buyer's use, resale, incorporation as a component in another product, or other transfer of the Products to third parties.

(b) To the best of its knowledge, there are no outstanding agreements, licenses, assignments, or other encumbrances inconsistent with conveying such rights.

(c) There are no claims against the Products and no demands of any person pertaining to them, and no proceedings have been instituted or are pending or, to Vendor's knowledge, threatened which challenge the rights of the Vendor in respect thereof.

(d) Vendor has not been charged with infringement or violation of any intellectual property rights of anyone, and, to Vendors' knowledge, Seller is not infringing any intellectual property rights in connection with the use, incorporation in other products, or sale of the Products.

2. Vendor hereby does and shall indemnify Buyer and shall hold Buyer harmless from all fines, penalties, damages, claims, liens and other expenses, including but not limited to expenses of investigation, expert fees, attorney's fees and court costs ("Damages and Expenses") arising out of or related to: (a) any breach of any of the representations and warranties made by Seller herein; and (b) any Claim alleging that all, or any portion of, the Products infringe any intellectual property right (or other interest).

(a) Upon prompt notice in writing from Buyer that a claim has been made that any Product, or any component or combination of components thereof, infringes any copyright, trademark, trade secret or patent, Vendor shall defend or settle such action at its own expense and shall indemnify and hold harmless and pay any costs or damages finally awarded against Buyer including all expenses and legal fees associated therewith. Vendor shall have control of the defense of such action and negotiations for its compromise or settlement, subject to not impairing Buyer.

(b) In the event any Product becomes, or in the opinion of the Vendor is likely to become, subject to a claim of infringement of any copyright, trademark, trade secret or patent, Buyer shall permit Vendor, at Vendor's option and expense, to either:

(1) Procure, for Buyer, the right to continue to use the Product; or,

(2) Replace or modify the Product so that it becomes non-infringing, provided that the Product, as modified, is functionally equivalent to that provided pursuant to this Purchase Order, or conforms to the Buyer's reasonable satisfaction; or,

(3) If neither (1) nor (2) is reasonably available to Vendor, Vendor shall refund the amount equal to the price fees paid by Buyer for the infringing Products (in addition to any indemnification otherwise due).

3. In the event that the Vendor does not defend or settle any matter indemnifiable pursuant to the foregoing, the Buyer shall have the rights of the Vendor to settle and defend such matter, and the Vendor shall pay to Buyer all Damages and Expenses as they are incurred.

4. As part of UniNet commitment to corporate responsibility and respecting human rights in our operations and supply chain, the company has established and implemented procedures to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 1502. UniNet requires all suppliers to undertake reasonable due diligence within their supply chain to ensure that the products supplied to us containing conflict minerals are not being sourced from mines in conflict areas.

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