

Product and Services Agreement

Parties: <i>Full Legal Name:</i> <i>Address:</i>	"Summit Imaging" SUMMIT IMAGING, INC. 306 Southeast 291 Highway, Suite 2 Lee's Summit, Missouri 64063 Attn: Darren Meyer CEO Phone: (816) 246-5777 Facsimile: (816) 525-2028	"Customer" _____ _____ _____ Attn: _____ Phone: _____
Agreement Effective Date: _____		Agreement No: _____

This Product and Services Agreement (the "Agreement") sets forth the terms and conditions governing transactions between Customer and Summit Imaging under which Customer purchases equipment and licenses to software, including Summit Imaging's proprietary software, as specifically identified in one or more quotes issued by Summit Imaging to Customer, and acquires related maintenance and professional services.

This Agreement (including, without limitation, Quotes, Statements of Work, and Exhibits) constitutes the complete agreement between the parties with respect to these transactions and replaces any prior proposals, agreements, negotiations, correspondence, and all other communications, whether written or oral, between Customer and Summit Imaging. Once signed, (i) both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is an original, and (ii) all Products and Services ordered by Customer under this Agreement are subject to it. Summit Imaging may change Exhibit A on written notice which may include posting such changed Exhibit on Summit Imaging's web site. Except with respect to changes to Exhibit A, this Agreement may not be modified except by a writing signed by authorized representatives of each party. If there is a conflict among the terms of the various documents, Statements of Work prevail over Exhibit terms, and Exhibit terms prevail over the base terms of this Agreement. This Agreement supersedes any click-through license agreements that may be included within the Software.

AGREED TO AND ACCEPTED:

Summit Imaging, Inc.

Authorized Signature

Print Name

Title

Date

AGREED TO AND ACCEPTED:

[Customer name]

Authorized Signature

Print Name

Title

Date

Product and Services Agreement – Additional Terms and Conditions

1. **DEFINITIONS.** Capitalized terms used but not defined elsewhere in this Agreement have the following meanings.

“Documentation” means user manuals that describe the functions, operation, and use of the Software, and that Summit Imaging makes generally available to customers for the Software.

“Equipment” means the machines and components which Summit Imaging provides to Customer under the terms of this Agreement as specified on the applicable Quote.

“Error” means any material defect or malfunction in the Software that causes the Software not to conform in material respects with the Documentation.

“Error Corrections” are modifications that correct Errors.

“Products” means, collectively, Equipment, Software, and Third Party Software.

“Professional Services” means consulting, development work, training, and other professional services provided by Summit Imaging to Customer as described in Statements of Work entered into by the parties.

“Quote” means the document issued by Summit Imaging which contains details confirming each order by Customer of Products or Support Services, including applicable pricing. Each Quote incorporates this Agreement by reference.

“Services” means both Professional Services and Support Services.

“Software” means whole or partial copies of (a) the object code form of the Summit Imaging software products identified in the Quote attached to this Agreement or in a subsequent Quote; and (b) Documentation. **“Client Software”** means that portion of the Software which resides on a workstation and accesses or utilizes functionality or services in a server. Client Software is used to control and monitor the Server Software. **“Server Software”** means that portion of the Software which is installed on, and provides services or functionality for, the server. The reference to “Software” specifically excludes Third Party Software, unless expressly specified otherwise in context.

“Support Services” means Summit Imaging's standard support services for the Software.

“Statement of Work” or **“SOW”** means the document that describes the Professional Services provided by Summit Imaging to Customer. Each SOW must be signed by both parties.

“Third Party Software” means software other than the Summit Imaging Software.

“Updates” are corrected or modified versions of the Software, including enhancements, modifications, Error Corrections, fixes, patches, and new releases.

“Work Product” means any literary work and other work of authorship (other than the Software) that Summit Imaging creates for Customer in the course of providing Professional Services as specified in the relevant Statement of Work.

2. PROCUREMENT OF PRODUCTS.

a. Product Orders. The initial Quote agreed to by the parties is attached to this Agreement. To purchase additional Products (including licenses to Software) or Services after the initial purchase, Customer will submit a purchase order specifying the Products, quantities, and delivery dates requested, ship- and bill-to addresses, and contact names and telephone numbers. All orders placed with Summit Imaging by Customer for Products or Services are subject to acceptance by Summit Imaging. Summit Imaging accepts an order by (i) issuing a Quote or other order confirmation containing details confirming each Customer order, including applicable pricing, (ii) shipping a Product, or (iii) providing the Service. Once accepted, orders for Equipment and Third Party Software are noncancellable. Any additional or different terms in Customer's purchase orders, sales

acknowledgment forms, and the like from those contained in this Agreement are void.

b. Shipment and Delivery, Title, and Risk of Loss.

i. **Shipment and Delivery of Equipment, Title, Risk of Loss.** Summit Imaging will arrange, at Customer cost, the delivery of Equipment and Third Party Software to the location where they are to be installed, as specified on Customer's purchase order. The method of shipment and carrier will be selected by Summit Imaging unless Customer has specified a different method of shipment and carrier in the purchase order. Upon delivery to the ship-to address, the risk of loss for the Equipment and Third Party Software, and the title to the Equipment, will pass to Customer. Summit Imaging will retain and is granted a purchase money security interest in the Equipment in the amount of its price until paid in full. If Summit Imaging requests, Customer will promptly execute and return for filing any documents, such as a form UCC-1, needed to perfect Summit Imaging's security interest. If necessary, Summit Imaging may file a copy of this Agreement.

ii. **Delivery of the Software.** Software will be shipped on a CD-ROM or delivered via FTP download, HTTP download, or similar technology. Summit Imaging may include features that restrict or eliminate the use of the Software until Summit Imaging receives full payment. Upon payment, Summit Imaging will provide Customer with a new activation code/license key that enables use of the Software by up to the number of licenses for which Customer has paid license fees.

iii. **Installation.** The parties will cooperate to provide for installation of the Equipment in a timely manner. As part of the installation process, Summit Imaging will test the Equipment in accordance with the manufacturer's standard testing procedures to verify that it operates in substantial conformance with the manufacturer's specifications.

iv. **Third Party Software.** Customer's use of Third Party Software is subject to and provided only pursuant to such the terms, conditions, and warranties accompanying the Third Party Software.

3. SOFTWARE LICENSE.

a. Grant of License. Subject to the terms and conditions of this Agreement, Summit Imaging grants to Customer, as of the delivery date, a perpetual, non-exclusive, nontransferable, non-sublicensable license to install and use the Software together with the Documentation solely for purposes of Customer's internal operations. The scope of use is by up to the number of licenses for which Customer has paid license fees. Customer agrees to ensure that anyone who uses the Software does so only for Customer authorized use as specified in, and in compliance with, this Agreement. Customer may make one copy of the Software solely for internal testing and archival purposes.

b. Restrictions on Use. Unless otherwise authorized in this Agreement, Customer agrees not to: (i) disassemble, reverse engineer, or decompile the Software except as otherwise expressly permitted by applicable law that is incapable of exclusion by agreement between the parties; (ii) provide or grant any rights in the Software in any form to any third party whether by lease, sublicense, rental, transfer, assignment, or other distribution, including in a hosting, service bureau or other commercial time-sharing environment; or (iii) modify, translate or copy the Software. Customer agrees to keep the Software free and clear of all claims, liens, and encumbrances.

c. Proprietary Notices. Customer will not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Software. Customer will include such notices and legends in all copies of any part of the Software made pursuant to this Agreement.

4. SUPPORT SERVICES.

a. Description of Support Services. Upon payment of applicable fees, Summit Imaging will provide Customer with Support Services under Summit Imaging's Support Services policies in effect on the date such Services are ordered for the fees specified in the applicable Quote issued by Summit Imaging. A current copy of Summit Imaging's Support Services policies as of the Effective Date is attached to this Agreement as Exhibit A ("Description of Support Services"). With respect to Support Services for licenses to Software purchased subsequent to Customer's initial purchase, those Support Services will be co-terminated to the Support Services applicable to the Software initially purchased by Customer. All maintenance and support solutions, including Error Corrections and Updates, constitute Software and are subject to the terms of this Agreement. Except as otherwise provided in this Agreement, fees paid for Support Services are nonrefundable.

b. Renewal of Support Services. Support Services are ordered annually in advance of Summit Imaging's provision of Support Services. For so long as Summit Imaging offers Support Services for Software, Summit Imaging will automatically renew such Support Services by invoicing Customer for the fee applicable to the next subsequent twelve-month period (each, a "Maintenance Period"). Summit Imaging will not invoice Customer for such fees more than 60 days prior to the expiration of the current Maintenance Period. Renewal will be effective upon Summit Imaging's receipt of Customer payment. If Customer does not remit payment by the commencement date of the new Maintenance Period, Support Services will be cancelled. Customer may also cancel Support Services at the end of a Maintenance Period upon written notification to Summit Imaging.

5. PROFESSIONAL SERVICES.

a. Statement of Work. From time to time, Customer may request that Summit Imaging provide Customer with Professional Services. In that event, the parties will enter into a Statement of Work which describes the Professional Services to be provided by Summit Imaging. Each Statement of Work may also set forth, as applicable, objectives to be accomplished, assumptions upon which the Statement of Work is based, the responsibilities of the parties, a description of any Work Product deliverable to be developed by Summit Imaging under the Statement of Work, the technical and management resources required to complete the Services, an estimated schedule (including commencement date and duration of Services), projected billable effort to provide the Professional Services, and other applicable information. If a Statement of Work contains an estimated schedule, each party agrees to use commercially reasonable efforts to carry out its responsibilities according to that schedule. Summit Imaging provides Professional Services at its facilities, unless otherwise agreed to in the applicable Statement of Work.

b. Fees for Professional Services. Unless otherwise specified in the applicable Statement of Work, fees charged for Professional Services will be based on the hourly rates of the consultants performing the Services under the applicable Statement of Work. Any detail regarding fees charged for the Services rendered under a Statement of Work, an estimate of effort associated with those Services, or a schedule for completion of the work to be performed under a Statement of Work, is a good-faith estimate only, based on information known to Summit Imaging at the time the estimate is made. Such estimates are not fixed fees or time or rate guarantees.

c. Modifications to a Statement of Work. Either party may request changes or modifications to a Statement of Work. When the parties agree to change a Statement of Work, Summit Imaging will prepare a written description of the agreed-upon change which must be signed by both parties. Any change in the Statement of Work may affect the charges, estimated schedule, or other terms.

d. License to Use Work Product. With respect to any Work Product deliverables specified in a Statement of Work as being provided by Summit Imaging to Customer, Summit Imaging grants Customer a non-exclusive, worldwide license to use copies of each such Work

Product solely in connection with its use of the Software to the same extent and pursuant to the same terms and conditions as provided in this Agreement for such Software.

e. Termination of a Statement of Work. Customer may terminate a Statement of Work upon written termination to Summit Imaging. Upon termination, Customer agrees to pay Summit Imaging for Services provided under the affected Statement of Work prior to termination and for non-recoverable expenses incurred by Summit Imaging related to the Statement of Work (for example, travel expenses). If Customer terminates a Statement of Work less than ten business days before the scheduled date for commencement of Services under such Statement of Work, Customer agrees to pay Summit Imaging for lost revenue from resources which Summit Imaging was not able to redeploy calculated at the rates specified in the affected Statement of Work which in no event will exceed the lesser of (i) ten business days per resource or (ii) the maximum number of days specified in the affected Statement of Work, per personnel resource. Summit Imaging will use commercially reasonable efforts to mitigate such costs and expenses.

6. OTHER RESPONSIBILITIES.

a. Of Summit Imaging. Summit Imaging is responsible for the supervision, direction, and control of its personnel engaged in providing Services under this Agreement. Summit Imaging may use subcontractors to perform Services under the Agreement. However, Summit Imaging will, at all times, remain responsible for the performance of its obligations and duties under this Agreement.

b. Of Customer. Customer agrees to provide Summit Imaging, at no charge, with safe and sufficient access to and use of its facilities including a suitable technical environment and necessary operating software and communications resources; system and user documentation; office space; personnel; and services as reasonably required by Summit Imaging to enable it to fulfill its obligations under this Agreement. Summit Imaging's performance of Services is contingent upon Customer timely and effective performance of its responsibilities, decisions, and approvals, and Summit Imaging may rely on Customer decisions and approvals. Customer is responsible for the results obtained from the use of the Products and Services.

7. PAYMENT.

a. Fees for Products and Services. Customer agrees to pay Summit Imaging the fees set forth in the applicable Summit Imaging Quote for the Equipment purchased, Software licenses conveyed in, and Support Services provided under, this Agreement. Customer will pay Summit Imaging for Professional Services as specified in the applicable Statement of Work. Any extension in Customer's rights of use, including any additional licenses, will require the payment of additional fees in accordance with Summit Imaging's then current terms and fees. Summit Imaging may change its fees by notifying Customer in writing at least 30 days in advance of the effective date of the change except that Summit Imaging will only change fees for Support Services prior to commencement of any Renewal Term. Changed rates applicable to Professional Services will apply to any Statement of Work entered into after the effective date of the increase but will not affect the rates for Professional Services provided under a Statement of Work signed before the effective date, except as Summit Imaging and Customer otherwise agree.

b. Reimbursement of Expenses. Customer agrees to reimburse Summit Imaging for reasonable travel and living expenses incurred by Summit Imaging in performing Services as well as other miscellaneous out-of-pocket expenses provided all such expenses have been pre-approved by Customer.

c. Additional Payment Terms. All payments will be made in U.S. dollars and will be due within 30 days after receipt of Summit Imaging's invoice (or as otherwise set forth in the applicable Statement of Work with respect to payment for Professional Services). Amounts charged by Summit Imaging do not include any applicable taxes or similar fees. Customer is responsible for all such amounts and will pay them in full (except for taxes based on Summit Imaging's net income). If Customer is entitled to an exemption from

any applicable taxes, Customer is responsible for presenting Summit Imaging with a valid exemption certificate (in a form reasonably acceptable to Summit Imaging). All past due amounts are subject to a late payment charge equal to the lesser of (i) one and one-half percent per month or (ii) the maximum rate allowed by law. In addition, Customer will reimburse Summit Imaging for reasonable costs (including attorneys' fees) relating to the collection of past due amounts. However, such costs and fees will not apply to the extent a payment is the subject of a good faith dispute between the parties provided that Customer has notified Summit Imaging of such dispute in writing and is working with Summit Imaging to expeditiously resolve the dispute.

8. WARRANTIES; WARRANTY DISCLAIMER.

a. Warranties. Summit Imaging makes the following warranties:

i. Software. Summit Imaging warrants that, for a period of one year from the date the first copy of the Software is delivered or made available to Customer, the Software will perform substantially in accordance with the Documentation. If the Software fails to perform as warranted, and Customer reports such failure to Summit Imaging in writing promptly following the appearance of such failure, Summit Imaging will correct or replace such Software (or relevant portion thereof) as soon as practicable.

ii. Support Services. Summit Imaging warrants that it will perform Support Services in a professional and workmanlike manner. If Summit Imaging fails to provide the Services as warranted, and Customer reports such failure to Summit Imaging within ten days after the performance of such Services, Summit Imaging will re-perform the Services.

iii. Professional Services. Summit Imaging warrants that it will perform Professional Services in a timely and professional manner in accordance with the applicable Statement of Work. If Summit Imaging fails to do so, and provided Customer has notified Summit Imaging of such failure in writing within ten business days after Summit Imaging provided the Services to Customer with sufficient documentation to enable Summit Imaging to understand the reasons Customer believes the Services are non-conforming and other pertinent details. Summit Imaging will use commercially reasonable efforts to correct the non-conformities and make the correction available to Customer for acceptance testing as provided above. If Summit Imaging is unable to do so within a reasonable period of time, Customer may terminate the affected Statement of Work, and Summit Imaging will refund to Customer amounts paid by Customer for the Services under it.

b. Warranty Exclusions, and Conditions and Limitations of Services. Summit Imaging's obligations to render warranty and Support Services for the Software are subject to the conditions and limitations described in Exhibit A ("Description of Support Services"). Equipment, Third Party Software, and other third party products and services are provided on an "AS IS" basis. However, those third party manufacturers, suppliers, and publishers may provide their own warranties to Customer.

c. Warranty Disclaimer. **THE PROVISIONS OF THIS SECTION 8 CONSTITUTE CUSTOMER SOLE AND EXCLUSIVE REMEDY, AND SUMMIT IMAGING'S SOLE AND EXCLUSIVE LIABILITY, FOR BREACH OF THE WARRANTIES FOR PRODUCTS AND SERVICES. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION, SUMMIT IMAGING AND ITS SUPPLIERS AND LICENSORS (COLLECTIVELY, "SUPPLIERS") HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES (IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO THE WARRANTY OF NONINFRINGEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUMMIT IMAGING DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER REQUIREMENTS OF OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE.**

9. CONFIDENTIALITY.

a. Customer Confidential Information. The terms of this Agreement are confidential. Summit Imaging acknowledges that in

providing Services to Customer, it may have access to certain non-public business information of Customer. Such information will be treated as Confidential Information of Customer ("Customer Confidential Information") by Summit Imaging only if such information would be considered confidential based on the circumstances surrounding its disclosure by a reasonable person familiar with Customer business and the industry in which Customer operates. Summit Imaging agrees that for a period of two years from the date this Agreement terminates, Summit Imaging will: (i) treat all Customer Confidential Information with the same degree of care as it accords its own confidential information, but not less than reasonable care; (ii) use the Customer Confidential Information only in connection with providing Products and Services under this Agreement; and (iii) not disclose or disseminate the Customer Confidential Information to any third party. Summit Imaging agrees that the only employees and contractors who will have access to Customer Confidential Information will be those with a need to know who have agreed to abide by the obligations set forth in this Section pursuant to a written confidentiality agreement.

b. Summit Imaging Confidential Information. The terms of this Agreement are confidential. In addition, the Software and Services (including Work Product) constitute confidential information of Summit Imaging ("Summit Imaging Confidential Information"). Customer agrees that for a period of two years from the date this Agreement terminates (and perpetually with respect to Software), Customer will: (i) treat all Summit Imaging Confidential Information with the same degree of care as it accords to its own confidential information, but not less than reasonable care; (ii) use the Summit Imaging Confidential Information only in connection with its use of the Software and Services provided under this Agreement; and (iii) not disclose or disseminate the Summit Imaging Confidential Information to any third party. Customer agrees that the only employees and contractors who will have access to Summit Imaging Confidential Information will be those with a need to know who have agreed to abide by the obligations set forth in this Section pursuant to a written confidentiality agreement.

c. Exceptions to Confidentiality. Information will not be deemed Confidential Information of either Customer or Summit Imaging under this Agreement if such information: (i) is or becomes rightfully known to recipient without any obligation of confidentiality or breach of this Agreement; (ii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the recipient of such Confidential Information; or (iii) is independently developed by the recipient of such Confidential Information. The recipient of such Confidential Information may disclose such Information pursuant to the requirements of a governmental agency or by operation of law, provided that the recipient gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

10. INTELLECTUAL PROPERTY. All rights, title, and interest in and to the Software and Services (including Work Product), and all related technology, information, documents, deliverables, files, and other materials, including all intellectual property and proprietary rights in connection therewith, are and will remain with Summit Imaging. Except as expressly set forth in this Agreement, no rights or implied licenses in such intellectual property are granted to Customer by this Agreement.

11. INDEMNIFICATION.

a. Indemnification Obligation. Summit Imaging will defend Customer from and against all claims, suits or actions arising out of or resulting from any action against Customer that is based on any third party claim that any Software infringes that party's United States patents, copyrights, or trade secrets, and will pay the amount of any final judgment awarded (including reasonable attorney's fees and costs) or final settlement made with respect to such claim. To qualify for indemnification under this Agreement, Customer agrees to (i) promptly notify Summit Imaging in writing of the existence of any such action, (ii) grant Summit Imaging sole authority and control for the defense or settlement of such action, and (iii) provide Summit

Imaging with all reasonable assistance for the defense or settlement of such action. In addition to Summit Imaging's obligation of indemnification, if the Software becomes or, in Summit Imaging's opinion, is likely to become the subject of a claim of infringement, Summit Imaging may, at its option, either procure for Customer the right to continue using the Software or replace or modify the Software so that it is non-infringing. If Summit Imaging determines that neither of the foregoing alternatives is reasonably available, Summit Imaging may terminate the license for the Software and refund to Customer the price paid Summit Imaging for such Software depreciated on a five year straight line basis.

b. Exceptions. Summit Imaging's indemnification obligations will not apply to any claim of infringement resulting from: (i) the combination of the Software with other products or services (to the extent that the claim is based upon such combination); (ii) use of the Software if it has been modified or otherwise changed by a party other than Summit Imaging if such claim would not have arisen without such modification or change; (iii) use of the Software in a manner not authorized by this Agreement or provided for in the Documentation; or (iv) use of other than the most current release of the Software, if such claim would have been avoided by use of the most current release.

c. Entire Obligation. The foregoing states the entire obligation and liability of Summit Imaging with respect to any third party claim of infringement.

12. LIMITATION OF LIABILITY.

a. Limitation on Total Liability. Notwithstanding any other provision of this Agreement, Summit Imaging's total liability to Customer from any cause whatsoever, whether for breach of contract or other default, negligence, misrepresentation, or other contract or tort claim, is limited to: (i) payments referred to in Section 11 ("Indemnification"); (ii) damages for bodily injury (including death), and damage to real property and tangible personal property; and (iii) the amount of any other actual direct damages or loss, up to the total payments made by Customer to Summit Imaging in the twelve months prior to the claim for the Product or Service which was the subject of the claim.

b. Items for which Summit Imaging is not Liable. Under no circumstances will Summit Imaging be liable for any of the following: (i) third party claims against Customer for losses or damages (other than those referred to in items (i) and (ii) under Section 12.a ("Limitation on Total Liability"); (ii) loss of, or damage to, Customer records or data; or (iii) special, incidental, or indirect damages or exemplary or economic consequential damages (including but not limited to any lost profits and savings), however caused and whether or not Summit Imaging was advised of their possibility. This limit also applies to any of Summit Imaging's Suppliers. It is the maximum for which Summit Imaging and its Suppliers are collectively responsible. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so such exclusions may not apply to Customer.

13. TERM; TERMINATION.

a. Term. Unless this Agreement is terminated by mutual agreement or as otherwise provided herein, this Agreement will commence on the Effective Date, and remain in effect for a period of twelve months (the "Initial Term"). After expiration of the Initial Term, this Agreement will automatically renew for successive twelve month terms (each, a "Renewal Term" and, together with the Initial Term, referred to as the "Term") unless one party elects to terminate this Agreement by giving the other party at least 30 days' written notice prior to the end of the Initial Term or any Renewal Term.

b. Termination for Cause. Either party may terminate this Agreement or a Statement of Work upon 30 days' prior written notice to the other party if the other party is in material breach under this Agreement and fails to cure such material breach within 30 days after delivery of such written notice.

c. Effect of Termination. In the event of termination, each party will return to the other the original and all copies of the Confidential Information in the other's possession, custody or control or, in lieu of

returning such Confidential Information, destroy all copies of such Confidential Information, and certify to such destruction in a writing signed by its officer. Notwithstanding the foregoing, perpetual licenses to Software granted prior to termination will remain in effect unless termination is due to Customer's breach in which event Customer will immediately stop using the Software, and return to Summit Imaging or destroy, as described above, the original and all copies of the Software.

d. Survival. Customer obligation to pay Summit Imaging amounts due hereunder will survive any expiration or termination of this Agreement. The terms of any other Sections that by their nature are intended to extend beyond termination, including Sections 3 ("Software License") or 5.d ("License to Use Work Product") (unless Summit Imaging terminated this Agreement for Customer's breach), 8 ("Warranties; Warranty Disclaimer"), 9 ("Confidentiality"), 10 ("Intellectual Property"), 11 ("Indemnification"), 12 ("Limitation of Liability"), 13 ("Term; Termination"), and 14 ("General Provisions") will survive termination of this Agreement for any reason.

14. GENERAL PROVISIONS.

a. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri without giving effect to principles of conflict of law. This Agreement expressly excludes and disclaims the terms of the UN Convention on Contracts for the International Sale of Goods, which Convention will not apply to any transaction under this Agreement. The parties agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within two years after such claim or cause of action arose or be forever barred. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the other party.

b. Government End User Purchasers. Software and Documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Summit Imaging, Inc., 306 Southeast 291 Highway, Suite 2, Lee's Summit, Missouri 64063.

c. Assignment. Customer may not assign or transfer its rights or obligations under this Agreement without Summit Imaging's prior written consent. Any purported assignment in violation of this Section will be null and void.

c. Export. Customer agrees not to, directly or indirectly, export, re-export, or otherwise transfer the Products or related information, media, or products in violation of any applicable laws, rules, and regulations.

d. No Waiver; Severability. No breach or provision of this Agreement will be deemed waived, modified or excused, unless such waiver, modification or excuse is in writing and signed by an authorized representative of the waiving, modifying or excusing party. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, that portion will be deemed eliminated and the remainder of this Agreement will remain in effect in accordance with its terms as modified by such deletion.

e. Force Majeure. Except with respect to fees due under this Agreement, neither party will be liable to the other for any delay or failure to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond that party's reasonable control.

f. Notices. Except where provided otherwise in this Agreement, notices under this Agreement will be in writing and will be deemed to have been fully given and received: (i) when delivered in writing personally; (ii) when sent by confirmed facsimile; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one day after deposit with a

commercial overnight carrier, with written verification of such receipt.
All communications will be sent to each party's address as specified in

this Agreement (or to such address as a party may later specify in
writing for such purposes).