1. LIMITS OF AGREEMENT

The terms and conditions set forth herein, together with those appearing on the face hereof, shall constitute the complete and exclusive statement of all of the terms of the agreements stated herein (referred to as "Contract") between Digital Receiver Technology, Inc. (hereinafter referred to as "Seller") and Buyer unless different, contrary, or additional terms and conditions are subsequently agreed to by both parties in writing. All prior representations of the parties are merged herein. Buyer may not enforce against Seller any affirmation, representation, promise, or warranty concerning the goods or service covered by the Contract unless contained herein. The Contract shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade.

2. SHIPMENT TERMS

Products will be shipped and services rendered in accordance with delivery times defined in the Contract. In the absence of written agreement to the contrary, the means of shipment shall be at the discretion of Seller. Buyer will pay all costs of shipment. For shipments within the United States, risk of loss and title shall pass to Buyer on delivery to the carrier at Seller's facility. For shipments outside the United States, risk of loss and title shall pass to Buyer at the destination point of entry (airport, port of suit) before customs in accordance with the latest published frontier. Nonconforming where title passes, Buyer will pay or reimburse Seller for all costs of transportation, insurance, value-added tax, and import duty if imposed.

3. PAYMENT TERMS

All payments shall be made in United States dollars. Payment terms for goods and services are net, thirty (30) days, after the date of Seller's invoice, unless other payment terms are defined in the Contract, or unless Seller notifies Buyer that payment terms will be otherwise. At Seller's discretion, the sale price or purchase price may be increased for any increase in taxes, governmental or otherwise, upon or during the manufacture, processing, or transport of the goods or services, and this increase shall be paid by Buyer. In the event of any increase in taxes, Buyer shall be responsible for paying the taxes.

4. TAXES

Unless separately stated, all taxes will be quoted, all costs will be accepted, and all billings will be rendered exclusive of all state, federal, municipal, and foreign taxes of any kind. Seller will not report, collect, or pay any tax that must be imposed on Buyer, and Buyer shall report and pay all taxes as imposed and shall hold Seller harmless therefrom.

5. INSPECTION AND ACCEPTANCE OF GOODS

Buyer shall properly inspect and test delivered goods immediately upon their arrival and shall within thirty (30) days after their arrival give written notice to Seller of any claim that the goods do not conform with the terms of the Contract. If Buyer fails to inspect and test the goods and notify Seller as called for above, Buyer will be held to have accepted the goods with all faults that inspection and testing would have revealed, and to have waived all rights Buyer may have had to revoke acceptance after said thirty (30) day period.

6. WARRANTY

Seller warrants for a period of two (2) years from the date of shipment, unless a different period has been agreed upon in writing, that the products delivered or services transferred will conform to the specifications and will be free from defects in workmanship and materials. THE PURCHASING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTIES OR GUARANTEES OF ANY KIND OR DESCRIPTION, WHETHER STATUTORY, EXPRESS, OR IMPLIED. If the goods delivered or services performed fail to conform to the warranty stated in this clause, Seller will correct the nonconformity at its expense by repair, adjustment, modification or replacement of the goods or services as Seller deems expedient. THE PURCHASING REMEDY OF BUYER FOR ANY FAILURE OF THE GOODS OR SERVICES TO MEET ANY WARRANTY IS EXCLUSIVE. BUYER EXPRESSLY AGREES THAT THE LIABILITY OF SELLER UNDER ANY WARRANTY SHALL NOT INCLUDE, DAMAGE OR LOSS OF PROPERTY OTHER THAN THE GOODS COVERED BY THE CONTRACT; LOSS OF PROFITS OR REVENUE; INJURY OR DEATH OF ANY KIND; CLAIMS OF CUSTOMERS OF BUYER; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. As to goods shipped to a point outside the United States or to a point outside the United States but at Seller's risk, Seller will warrant as limited above a repaired portion of the unit for three months from the date of shipment.

7. RETURNS

Prior to returning a product for any type of evaluation or repair, Buyer shall obtain from Seller a Return Material Authorization (RMA) number. When Seller's products are returned for repair, replacement, or other refundable credit, warranty issues, out of warranty returns, repairs, or replacements will be put into effect until Seller has confirmed that there is a nonconformance of defects or defect to Seller's responsibility. All reasonable costs associated with the return, repair, inspection, and determination of the cause of nonconformance shall be the responsibility of Buyer. All taxes and inspections performed by Seller will be conducted at any reasonable time and place it designates. All transportation costs and risk of loss of goods returned to Seller are the responsibility of Buyer unless the return has been determined by Buyer and Seller to be Seller's responsibility. Seller's total liability for returns that are Seller's responsibility is strictly limited to reasonable transportation costs and repair, replacement, or credit, at Seller's option.

8. CHANGES

Unless otherwise stated, any changes in the terms and conditions of the Contract shall not be effective unless in writing, signed and agreed to by both parties.

9. CANCELLATIONS

Buyer acknowledges the high technical and complex nature of Seller's products, and the failure to manufacture, provide or deliver the goods or services described in the Contract may be caused by factors beyond Buyer's control. Buyer may be excused from any failure to perform that is caused by such factors beyond Buyer's control. Buyer may further modify or cancel the Contract at any time prior to the commencement of performance by Seller or Buyer.

10. TERMINATION FOR CONVENIENCE

The Contract may be terminated, in whole or in part, for the convenience of the Buyer by written notice from Buyer to Seller. Unless Seller agrees to other remedies at the termination of the Contract, Buyer may terminate the Contract for failure to perform any obligations under the Contract resulting from any cause beyond Buyer's reasonable control. Buyer agrees that the following conditions, without limitation, are beyond Buyer's reasonable control of Seller: any act of God or severe weather condition, including but not limited to earthquake, storm, wind, or fire; any legal proceeding, strike, lockout, or other industrial dispute; any significant change in law; any act of the government or any governmental agency or authority, including but not limited to a declaration of war, a state of emergency, or any other emergency; any penalty, fine, or other economic sanctions; any labor difficulty that may occur during performance of the Contract; and any failure to perform by Seller due to causes beyond Buyer's reasonable control. Buyer shall pay all reasonable costs incurred to perform the Contract. Buyer's failure to perform is for reasons other than those listed above, Buyer may terminate the Contract for any undelivered items at no cost, provided that Seller has thirty (30) days (or more if sufficient notice by Buyer, after reasonable notice specifying the failure, to cure the failure to perform) to deliver. For supplies that have been delivered and accepted, or services that have been performed, Seller shall pay the Contract price.

11. EXCusable DELAY OR FAILURE TO PERFORM

If Seller's failure to perform is for reasons other than those listed above, Buyer may terminate the Contract for any undelivered items at no cost, provided that Seller has thirty (30) days (or more if sufficient notice by Buyer, after reasonable notice specifying the failure, to cure the failure to perform) to deliver. For supplies that have been delivered and accepted, or services that have been performed, Seller shall pay the Contract price.

12. LIMITATION OF LIABILITY

Buyer EXPRESSLY AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, UNDER NO CIRCUMSTANCES SHALL SELLER'S TOTAL AGGREGATE LIABILITY RESULTING FROM
23. SALE CONVEYS NO LICENSE

Seller's products are offered for sale and are sold by Seller subject in every case to the condition that such sale does not convey any license, express or implied, or by estoppel or otherwise, under any patent claim with respect to which Seller can grant licenses covering all improvements, or any assembly, circuit, combination, method, or process in which any such products are used as components (individualizing the fact that such products may have been designed for use in, or may only be useful in such patented equipment, assembly, circuit, combination, method, or process, and that such products may have been purchased and sold for such need). Buyer expressly reserves all its rights under such patent claims.

24. PROGRAM LICENSE

Seller grants Buyer a license to use one copy of the Software for each Seller hardware platform that Buyer has purchased. "Use" means installing, loading, installing, executing or displaying the Software. Buyer may not modify the Software or disable any licensing or control features of the Software. If the Software is licensed for "commercial use," Buyer may not allow more than the maximum number of authorized users to use the Software concurrently.

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No Disassembly or Decryption:
Buyer may not disassemble, decompile or reverse engineer the Software unless Seller's prior written consent is obtained. Buyer may not decrypt the Software unless decryption is a necessary part of the operation of the Software, and even under such circumstance, Seller's permission must be obtained.

Transfers:
Buyer's license, inclusive of all rights and obligations, transfers automatically when Buyer transfers ownership of the Seller hardware platform on which the Software resides to any other party.

Terms:
This license becomes effective upon the date that Buyer receives Seller's hardware platform, and will remain in effect over the life of the platform.

Export Requirements:
Buyer may not export or re-export the Software or any copy or adaptation in violation of any applicable laws or regulations.

Restricted Rights:
This Software and Documentation is delivered and licensed as "commercial computer software" as defined in FAR 227.202-7013 (Oct 1988), FAR 227.211-7013 (May 1989) or FAR 227.202-7014 (June 1991) as a "commercial item" as defined in FAR 2.101(1), or as "Restricted computer software" as defined in FAR 227.212-19 (Jan 1989) (or any equivalent agency regulation or contract clause), whichever is applicable. Buyer has only those rights provided for such Software and Documentation by the applicable FAR or DFARS clause or the Seller's standard software agreement for the product involved.

Dilution:
Buyer agrees that it shall hold the Licensed Software in confidence for Seller. Buyer will not disclose the Licensed Software to any third party, unless the Licensed Software has been made publicly known by acts of Seller or by acts of a third person, and otherwise agrees that it shall not make any dispositions of the Licensed Software, or any portion thereof (including copies or adaptations) without the written consent of Seller. Buyer shall adequately notify each employee to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by the employee.
25. **UNOFFICIAL LANGUAGE**

The official language of the Contract shall be the American English Language.

26. **CHOICE OF LAW**

The Contract shall be interpreted and the rights of the parties determined by the laws of the State of California.

27. **AUDIT**

No audit of any of Seller's records shall be performed unless specifically required by a United States Government regulation, and any such audit so required may be performed only by a United States Government Audit Agency.

28. **INDEMNIFICATION**

With regard to procurements under which Seller was required by government regulation to provide certified cost and pricing data, Buyer agrees that Seller shall not be liable for any burden, profit, or other costs added or assessed by Buyer or successive higher tier contractors as a result of a determination of defective pricing or Cost Accounting Standards (CAS) violations. In addition, Seller shall not be liable for any failure of Buyer to provide to its customers any data supplied by Seller or for any definitive pricing resulting from failure of Buyer to request an update of previously submitted cost or pricing data, notwithstanding any Contract clauses to the contrary.

29. **GOVERNMENT CLAUSES**

No Government contract clauses will automatically "flow down" from the Buyer to the Seller. Notwithstanding any Contract clause to the contrary, any Government clauses which may be accepted by Seller will be subject, at a minimum, to the same limitations as previously specified in these General Terms and Conditions of Sale.