

CORNERSTONE CONTROLS, INC. STANDARD TERMS AND CONDITIONS

July, 2005

These terms and conditions, the attendant quotation or acknowledgment, and all documents incorporated by reference therein, binds Cornerstone Controls, Inc. ("Cornerstone") and the buyer ("Buyer"), and constitutes the entire agreement (Agreement) between Buyer and Cornerstone for the provision of services (Services) and/or the sale of goods (Goods) including (except as provided in Section 15) firmware incorporated therein.

1. Payment Terms: Terms are net 30 days from date of Cornerstone's invoice in U.S. currency unless otherwise specified in writing. Invoicing shall occur at the end of each calendar month for the Services rendered in that month or at the end of the delivery of the Services, whichever is earlier. If any payment owed to Cornerstone hereunder is not made when due, it shall bear interest, at twelve percent (12.0%) per annum or, if less, the maximum rate permitted by law, from the date on which it is due until it is paid. Cornerstone shall have the right, among other remedies, either to terminate the agreement or to suspend further deliveries under this and/or other agreements with Buyer. Buyer shall be liable for all expenses attendant to collection of past due amounts, including reasonable attorney's fees. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges.

2. Prices: Unless otherwise specified in writing, pricing shall remain in effect for 30 days from the date of Cornerstone's quotation or proposal. Cornerstone reserves the right to revise pricing for Services or materials provided after the expiration of this period.

3. Taxes: Any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Cornerstone of selling or delivering the Services, and any tax now in effect or increase in same payable by Cornerstone because of the sale or delivery of the Services shall be added to the quoted price of the Services.

4. Agreement Not to Hire Consultant: Buyer covenants and agrees that, during the terms of this Agreement and during the period beginning on the date this Agreement is terminated or expires and ending eighteen (18) months after the termination or expiration of this Agreement, neither Buyer nor any of Buyer's parent corporations, subsidiaries or affiliates shall solicit for employment or employ any of the Cornerstone's employees or consultants providing Services to Buyer on behalf of the Cornerstone pursuant to this Agreement without the express prior written consent of Cornerstone's President. Buyer acknowledges that a breach by it or any of its parent corporations, subsidiaries or affiliates of the foregoing covenant shall constitute a material breach of this Agreement. Buyer further acknowledges that Cornerstone shall be entitled to a preliminary injunction and other equitable relief in the event of a breach or threatened breach by Buyer or any of its parent corporations, subsidiaries or affiliates of the foregoing covenant.

5. Confidentiality: Any confidential or proprietary information Cornerstone or Buyer received by the other party shall be kept confidential by the receiving party and, except as otherwise required by court order or subpoena, shall only be made available to the receiving party's employees or contractors with a functional need for the information in order to carry out the performance of the agreement between Cornerstone and Buyer. Confidential and proprietary information shall not include any information publicly available or generally known in Buyer's or Cornerstone's industry. This covenant shall survive termination of this Agreement indefinitely.

6. Access to Facilities: Buyer agrees to grant Cornerstone on-site or Modem access to Buyer's Facilities for the purpose of providing the Services. Buyer understands and agrees that any access to Buyer's Facilities by Cornerstone may affect the performance of Buyer's process system. Accordingly, Buyer shall not hold Cornerstone liable for any losses incurred by Buyer, (without limitation) data loss, production loss, or other consequential damages, as a result of such authorized access. Buyer shall indemnify Cornerstone from all third party claims, damages, losses, costs or expense (including reasonable attorney's fees) arising out of or relating to Cornerstone's access to Buyer's Facilities hereunder, except as may be attributable to Cornerstone's negligence, reckless conduct or willful misconduct.

7. Responsibility: Cornerstone shall act as an independent contractor and not as an employee, agent, joint venturer or partner of the Buyer. Cornerstone shall act in close cooperation with members of Buyer's staff. As between Cornerstone and Buyer, Cornerstone shall be fully responsible to Buyer for any portion of Services that are provided by consultants or subcontractors to the same extent as if Services were performed directly by the Cornerstone personnel.

8. Compliance with Laws and Safety Rules: Cornerstone shall comply in all material respects and make known to its employees and subcontractors all safety, security, and health rules issued to Cornerstone by Buyer in writing. Such rules shall be identified in a separate exhibit and incorporated herein by reference. Cornerstone shall comply in all material respects with all local, state and federal laws, ordinances, orders and regulations applicable to the Services. Buyer shall make available free of charge any safety clothing and equipment that may be necessary in addition to Cornerstone's stand safety helmet, safety glasses with side shields and safety shoes.

9. Limited Warranty: Cornerstone warrants, subject to Section 11, that the software programs supplied by Cornerstone and the licensed firmware embodied in the Goods, if any, supplied by Cornerstone, when properly installed, will execute the programming instructions provided by Cornerstone and that Goods manufactured or Services provided by Cornerstone will be free from defects in materials or workmanship under normal use and care until the expiration of the warranty period. Cornerstone does not guarantee that the software or firmware will be uninterrupted or error free. Goods, including without limitation, the firmware and software, are warranted for a period of one (1) year from the date of initial operation, but not exceeding 18 months following delivery by Cornerstone, or 90 days following implementation of any subsequent modifications, updates, revisions and/or additions. With respect to Services, Cornerstone shall exercise, care and technical competence in accordance with generally accepted industry practices, including with respect to engineering Services in accordance with good engineering and/or professional practices. Consumables and Services are warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased or licensed by Cornerstone from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Cornerstone shall have no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. Cornerstone will correct any errors that are found if (but only if) Cornerstone is notified by Buyer of their existence within the above-stated period or Cornerstone will refund the purchase price of the defective portion of the Goods or Services. If Cornerstone is called upon by Buyer to correct any error, and such error is found to be caused by Buyer's negligence, modification, inadequate maintenance, unsuitable power sources, environmental conditions, misuse, improper installation storage or handling or any other cause not inherent in the Goods or Services as supplied, modified, updated, revised or added to by Cornerstone, this warranty shall not apply and Cornerstone reserves the right to charge

Buyer for such service at current standard rates for Services, plus expenses. Goods repaired and parts replaced by Cornerstone during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY CORNERSTONE AND CAN BE AMENDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY AN OFFICER OF CORNERSTONE. **CORNERSTONE MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS, SYSTEM, OR PROGRAMS.**

10. Insurance: Cornerstone shall provide and maintain insurance of the types and with limits of not less than indicated below:

Worker's Compensation and occupational disease insurance in accordance with the laws of the state in which the work will be performed. Coverage will include employer's liability insurance with a limit of \$250,000 each accident.

1. Commercial General Liability insurance including premises and operations coverage, products and completed operations coverage and, if subcontractors are used, contractors protective liability. Limits of this insurance are \$1,000,000 for each occurrence and \$1,000,000 as an annual aggregate for bodily injury and property damage liability. Such policies of insurance shall not include (a) explosion, collapse and underground property damage exclusions or (b) care, custody and control exclusions.
2. Automobile liability insurance with limits of \$1,000,000 for each accident for bodily injury and property damage.

If requested in writing by Buyer prior to commencement of work hereunder, Cornerstone shall furnish Buyer with a certificate of insurance that indicates that such coverage is in effect during the term of the agreement. In the event any of the policies will expire prior to the completion of the delivery of the Services hereunder Cornerstone shall furnish Buyer with a replacement certificate of insurance which indicates that all such policies have been renewed.

11. Limitation of Liability: BUYER'S EXCLUSIVE REMEDIES HEREUNDER SHALL BE AT CORNERSTONE'S OPTION, REPAIR, REPLACEMENT OF GOODS OR PROGRAMS OR CORRECTION OF ERRORS AS SET FORTH ABOVE OR MONEY DAMAGES (AS LIMITED HEREUNDER). CORNERSTONE TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY AND ALL CAUSES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DEFECTS IN THE GOODS, SYSTEM AND/OR PROGRAMS (WHETHER SUCH CAUSE BE BASED IN CONTRACT, PATENT OR COPYRIGHT INFRINGEMENT NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS, OR SERVICES PROVIDED IN RESPECT OF WHICH SUCH CAUSE ARISES, OR AT CORNERSTONE OPTION, THE REPAIR, CORRECTION OR REPLACEMENT OF SUCH GOODS, OR SERVICES OR PROGRAMS OR THE REMEDYING OF ANY INFRINGEMENT. **IN NO EVENT SHALL CORNERSTONE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE.** THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF BUYER'S CUSTOMERS. CORNERSTONE SHALL NOT BE LIABLE FOR, AND BUYER ASSUMES LIABILITY FOR, ANY PERSONAL INJURY AND PROPERTY DAMAGE CONNECTED WITH THE HANDLING, TRANSPORTATION, POSSESSION, USE OR RESALE OF THE GOODS, SYSTEMS AND/OR PROGRAMS. NEITHER TRANSPORTATION CHARGES FOR THE RETURN OF THE PROGRAMS NOR ANY OTHER COSTS OR CHARGES INCURRED BY BUYER WILL BE PAID BY CORNERSTONE UNLESS AUTHORIZED IN ADVANCE BY CORNERSTONE. IF CORNERSTONE FURNISHES TECHNICAL OR OTHER ADVICE TO BUYER, WHETHER OR NOT AT BUYER'S REQUEST, WITH RESPECT TO BUYER'S APPLICATION OR EQUIPMENT, SUCH ADVICE SHALL BE MADE IN GOOD FAITH WITH CARE AND TECHNICAL COMPETENCE IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY PRACTICES (BUT NO OTHER WARRANTY OR GUARANTEE), AND BUYER ASSUMES ALL OTHER RISKS OF SUCH ADVICE AND THE RESULTS THEREOF.

12. Indemnity: Subject to the limitations set forth in Section 11, Cornerstone shall defend, protect and be responsible to Buyer its officers, agents, employees, and assigns for and against any and all losses, expenses, liens, claims, demands and causes of action Buyer and all third parties for death, personal injury, property damage or any other liability damages, fines or penalties (except where reimbursement of same is prohibited by applicable law) arising as a direct result of any negligent act performed by Cornerstone or its employees in the course of work under this agreement, except to the extent such loss, expense, damage, etc. is contributed to by a) the negligence in any form of Buyer, its agents, employees and independent sellers directly responsible to them, or b) defects in, or condition of the premises on which work is to be performed or equipment thereon or materials furnished by Buyer. The foregoing shall apply provided that Buyer has provided to Cornerstone adequate notice, information and assistance (at Cornerstone's expense) to enable Cornerstone to adequately defend itself. **LIABILITY SHALL NOT EXTEND TO INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN NO CASE SHALL CORNERSTONE'S LIABILITY HEREIN EXCEED THE AMOUNT SET FORTH IN THE SECTION ENTITLED "LIMITATION OF LIABILITY".** Buyer shall likewise defend protect and be fully responsible to Cornerstone for any cause of action arising out of any negligent act performed by Buyer, its officers, agents, employees, contractors or assigns.

13. Force Majeure: Cornerstone shall not be liable for delays in performance or for non-performance due to acts of God, war, riot, fire, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or unforeseen circumstances of causes beyond Cornerstone's reasonable control.

14. Patents: Subject to the limitation contained in the Section 11, Cornerstone shall defend any suits brought against Buyer based on a claim that use of the Services provided by Cornerstone constitutes an infringement of a valid patent of the United States, and shall pay any damages awarded therein against Buyer, provided that Buyer promptly notifies Cornerstone in writing of the filing of such suit or the threat thereof; permits Cornerstone to control completely the defense or compromise of such claim of infringement; and provides all reasonable assistance and cooperation requested by Cornerstone for the defense of such suit. In the event that Goods or Services are held to be infringing in such suit and their use is enjoined, Cornerstone shall at its sole option and expense, provide a commercially reasonable alternative, including but not limited to, procuring for Buyer the right to continue using the Goods, replacing them with non-infringing product or modifying them so they become non-infringing. Buyer agrees that Cornerstone shall not be liable for infringement, and that Buyer shall fully indemnify Cornerstone therefore, if infringement is based upon the use of Goods or Services in connection with Goods not manufactured by Cornerstone or in a manner for which the Goods or Services were not designed by Cornerstone or if the Services were designed by the Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.

15. SOFTWARE AND FIRMWARE: Notwithstanding any other provision herein to the contrary, Cornerstone or applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer may negotiate with Cornerstone separate licenses to use such copies and firmware and software at other plant sites. Buyer's use of certain firmware (as specified by Cornerstone) and all other software shall be governed exclusively by Cornerstone's and/or third party owner's applicable license terms.

16. Term, Termination and Suspension or Services: The term of the Agreement between Cornerstone and Buyer for Services shall be separately agreed by Cornerstone and Buyer. All time periods for performance of Services are to be treated only as estimates given in good faith. Cornerstone shall not be liable due to a delay in performance. Cornerstone reserves the right not to provide Services for and to exclude from the scope of the Agreement equipment and/or software which has been subjected to misuse, negligence, accidental damage or unauthorized modification, repair, maintenance or relocation. If a party hereto defaults in its obligations under the Agreement and such default continues for thirty (30) days after written notice thereof is received by the other party, the Agreement or any particular service may then be terminated for default immediately by the non-defaulting party upon written notice. In no event may Buyer cure late payment more than once in any consecutive twelve (12) month period without the consent of Cornerstone if written notice of late payment was given at least once during such period. Upon termination, Cornerstone shall be paid for Services and Goods provided in accordance with the Agreement up to the date of termination of the Agreement or termination of the Services. Buyer may terminate or suspend its order for any or all of the Goods/Services covered by the Agreement, provided that Buyer gives Cornerstone reasonable advance written notice of such termination or suspension and reimburses Cornerstone for all losses, damages, costs and expenses arising from such termination or suspension.

17. Export/Import: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which Cornerstone and Buyer are established or from which items may be supplied, will apply to its receipt and use of Goods and Services. In no event shall Buyer use, transfer, release, import, export or re-export Goods in violation of such applicable laws, regulations, orders or requirements.

18. Acceptance: Cornerstone's acceptance of this agreement is expressly conditioned on Buyer's assent to all of the foregoing Standard Terms and Conditions. (a) Any additional or different terms or conditions which may appear in any communication from Buyer (including any purchase order issued by Buyer) are hereby objected to and shall not be effective or binding unless specifically recognized and assented to in writing by an executive officer of Cornerstone and no such additional or different terms or conditions in any printed form of Buyer shall become part of this agreement despite Cornerstone's acceptance of the agreement unless such acceptance so specifically recognizes and assents to their inclusion. (b) If Buyer objects to any of the terms stated herein, Buyer shall advise Cornerstone in writing of the particular objection within ten (10) days of the date of receipt or shall be held to have waived its objections.

19. General Provisions: (a) Buyer shall not assign its rights or obligations under the agreement without Cornerstone prior written consent. (b) There are no understandings, agreements or representations, express or implied, not specified in the agreement. (c) No action, regardless of form, arising out of transactions under the agreement, may be brought by either party more than two (2) years after the cause of action has occurred. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Cornerstone. **REGARDLESS OF THE TERMS OF ANY PURCHASE ORDER OR OTHER DOCUMENT WHICH INCORPORATES CONFLICTING TERMS.** (e) This agreement is formed and shall be construed, performed and enforced under the internal substantive laws of the State of Ohio, and any dispute with respect to this agreement shall be litigated exclusively in the state and federal courts located in Hamilton County (Cincinnati), Ohio. (f) **UNLESS OTHERWISE SPECIFICALLY PROVIDED IN CORNERSTONE'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS.** Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Cornerstone from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Cornerstone's liability is based on negligence or strict liability. (g) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (h) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement.