

Exhibit C

All Products and Services sold by TRANSCORE, LP or its affiliates ("TRANSCORE") to Purchaser ("Order") are subject to these General Terms and Conditions. Any additional or conflicting terms provided by Buyer are hereby expressly rejected unless agreed to in writing by an authorized officer of TRANSCORE.

1. DEFINITIONS

- 1.1 "Products" include any equipment, transponder tags, readers, RF sources and related hardware, accessories and spare parts, software, software releases, software updates, and software modifications.
- 1.2 "Services" includes any TransCore software service, equipment services, consulting, site survey and installation services, and educational services.

2. PRICES AND PAYMENTS

Prices and fees owed to TransCore for Products and Services will be as specified in an authorized written TransCore quotation that is current at the time an order is accepted, or in the absence of an authorized written TransCore quotation, shall be TransCore's standard prices and fees specified in the TransCore Price List. Installation is not included within the published price for TransCore Products. If installation services are required, they will subject to a separate quotation for Services by TransCore. Payment shall be made net thirty (30) days from date of invoice, unless otherwise stated in TransCore's quotation. If Purchaser defaults when any payment is due, the whole purchase price shall become due and payable upon demand by TransCore, or TransCore may defer delivery or cancel the Order. To the extent any Products sold hereunder are not fully paid for by Purchaser at the time of delivery, TransCore hereby reserves a purchase money security interest in each item delivered and, in the case of authorized resellers, in any proceeds from the resale of such items, including accounts receivable. Purchaser agrees to sign, upon request, any documents necessary to perfect TransCore's security interest.

3. TAXES

Prices and fees are exclusive of applicable taxes on the sale, license, shipment, or use of Products and Services. Purchaser is responsible for payment of all such taxes.

4. DELIVERY AND ACCEPTANCE

Orders are quoted for delivery at TransCore's election, F.O.B. Destination, or such other location as TransCore may designate. Purchaser shall bear sole responsibility for all costs relating to shipment including, but not limited to, freight, insurance, fees, and taxes assessed upon the Order. If delivery is delayed by Purchaser beyond the scheduled date, TransCore reserves the right to require payment in full at the time of shipment. Claims of nonconformance of Products or Services, or claims for shortage must be submitted to TransCore within thirty (30) days after delivery. No Products may be returned without first obtaining TransCore's written approval. TransCore reserves the right to correct errors or omissions in quotations, acknowledgements, Price Lists, invoices, and other documents.

5. EXPORT

Purchaser acknowledges and agrees that Purchaser is the end user of Products and Services, and that it shall comply with all applicable laws relating to any export, shipment, import, sale and/or re-export of the items purchased or licensed hereunder. Purchaser will determine and obtain, at its own expense, any authorizations required for the export or re-export of the items purchased hereunder its sole cost and expense.

7. CREDIT ADMINISTRATION

Purchaser agrees to provide TransCore with financial statements if requested by TransCore. TransCore will establish, and periodically update, a maximum credit limit for Purchaser based upon TransCore's evaluation of Purchaser's credit-worthiness. Payment terms for orders within the established credit limit are net thirty (30) days from date of invoice. Orders in excess of the established credit limit require a secured financing arrangement acceptable to TransCore or cash payment in advance. Amounts past due will be charged interest at the rate of one (1) percent per month from date of invoice or the maximum legal rate, whichever is less. TransCore reserves the right to demand full or partial payment before proceeding with sale if, in TransCore's judgment, Purchaser's financial condition has changed such that terms of payment originally specified are no longer acceptable.

8. INSTALLATION

Installation is not included within the published price for TransCore Products. If installation services are required, they will be subject to a separate quotation for Services by TransCore.

9. CLEARANCES; FCC AND OTHER LICENSES

Purchaser shall have the responsibility at its expense to obtain all required governmental clearances, permits, certifications and licenses relating to the purchase, delivery, installation, or operation of Products and Services purchased hereunder.

10. RESERVATION OF PROPERTY RIGHTS

Except as expressly set forth in these Terms and Conditions, TransCore grants no right, title or interest in any of its intellectual property rights to Purchaser. The purchase Products or Services does not convey any right to combine or connect TransCore Products, protocols or system architectures with products other than products authorized by TransCore. Such authorized products are (a) products covered by a separate, express license between TransCore and Purchaser, (b) products distributed directly or indirectly by TransCore.

11. MAINTENANCE MATERIAL

Products, software, and equipment used by TransCore in the performance of installation, warranty or Services may be furnished with Products and/or stored at Purchaser's facility. TransCore retains ownership of such products, software, and equipment and grants no title or license to Purchaser. Purchaser agrees to properly secure all such items and not to use them in any manner or make them available to third parties without TransCore's prior written consent.

12. WARRANTY

12.1 Warranty of Products.

Products are warranted by TransCore to Purchaser against defects in workmanship and material for one (1) year after the date of installation by TransCore or one (1) year after the date of delivery to the F.O.B destination if the Products are not installed by TransCore. Warranty service will be provided in the United States at a repair facility designated by TransCore. Transportation costs to and from the repair facility shall be paid by Purchaser.

12.2 Limitation of Warranty

The warranties provided in this Paragraph 12 are exclusive, limited warranties. No warranty is provided for:

- 12.2.1 Conditions resulting from improper use of the Equipment or operation of the Equipment outside the specified environmental conditions;
- 12.2.2 Conditions resulting from causes external to the Equipment after delivery;
- 12.2.3 Conditions resulting from acts of third parties, acts of God, defective installation by a third party or Purchaser, abnormal use or abnormal stress; or
- 12.2.4 Conditions resulting from any unauthorized modifications to the Products by Purchaser or a third party.

12.3 Warranty Disclaimer

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU TO ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TRANSCORE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT AND IN NO EVENT SHALL TRANSCORE BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING LOSS OF REVENUE.

13. MODIFICATION TO PRODUCT

Purchaser shall not make any modifications to Products without prior written approval by TransCore. In the event Purchaser makes any unauthorized modifications, TransCore may, in addition to other remedies available, require that Purchaser immediately remove, at Purchaser's expense, any TransCore trademark, trade name or other identification from such Products. Unauthorized modifications shall void any warranty offered by TransCore.

14. PATENTS AND COPYRIGHT INDEMNIFICATION

TransCore shall defend, at its expense, any claim (including any suit) brought against Purchaser in the United States alleging that any Product furnished by TransCore hereunder infringes a duly issued license, United States patent, or copyright ("Infringement") and shall

pay all costs and damages finally awarded against Purchaser that are directly attributable to such Infringement by TransCore, provided that TransCore is: (a) given written notice of such claim within ten (10) days of Purchaser learning of such claim, (b) promptly furnished a copy of all communications, notices and/or other actions relating to such claim, and (c) given the sole authority and reasonable assistance (at Purchaser's expense) necessary to defend or settle such claim. In the defense or settlement of the claim, TransCore may obtain for Purchaser the right to continue using the Product, replace or modify the Product so they become non-infringing or, if such remedies are not reasonably available, grant Purchaser a credit for the Products as depreciated, and accept return. TransCore shall not have any duty or liability hereunder if the Infringement arises directly or indirectly out of or from: (a) the use, license or sale of the Product, in combination with other products (including software) not furnished by TransCore, (b) Modification of the Products by Purchaser or a third party after delivery or installation by TransCore or (c) the use of such Products in a process. **TRANSCORE DISCLAIMS ALL OTHER LIABILITY TO PURCHASER FOR VIOLATION, MISAPPROPRIATION OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND FURTHER DISCLAIMS ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR USE) OF ANY NATURE, REGARDLESS OF WHETHER LIABILITY ARISES IN CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, INDEMNIFICATION.**

15. EXCLUSIVE REMEDIES; LIMITATIONS

15.1 Purchaser's only remedies in connection with any sale or license hereunder are set forth in this Paragraph 15.

15.2 For all claims or nonperformance of Products or failure to perform Services, Purchaser's exclusive remedies are:

- 15.2.1 Repair or replacement by TransCore, at TransCore's option, of defective Products if notified by Purchaser of the defect within the warranty period and such defects are confirmed by TransCore upon inspection;
- 15.2.2 If TransCore fails to perform warranty or service responsibilities, or if Purchaser has any other valid claim related to any Products or Services purchased from TransCore, Purchaser shall be entitled to recover only direct damages and only up to the limits set forth in Paragraph 16 below. In connection with the conduct of any litigation with third parties relating to any liability of TransCore to Purchaser or to such third parties, TransCore will have all rights that are appropriate to its potential responsibilities or liabilities, including without limitation, the right to participate in all such litigation and to settle or compromise its liability to third parties.

16. LIMITATION OF LIABILITY

TRANSCORE'S AGGREGATE LIABILITY TO PURCHASER ARISING UNDER PARAGRAPHS 14 AND 15 SHALL BE LIMITED TO THE PURCHASE PRICE PAID TO TRANSCORE FOR THE ITEMS PURCHASED OR SERVICES TO BE PROVIDED THAT ARE THE SUBJECT OF PURCHASER'S CLAIM. THIS LIMITATION WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, INDEMNIFICATION, OR OTHERWISE. IN NO EVENT WILL TRANSCORE OR PURCHASER BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR USE), REGARDLESS OF WHETHER LIABILITY ARISES IN CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, INDEMNIFICATION, OR OTHERWISE. Any action against TransCore arising hereunder must be brought within twelve (12) months after the cause of action arises.

17. LICENSE OF SOFTWARE

TransCore Software and Third Party Software ("Software") will be provided, licensed and warranted in accordance with the standard Software License Agreements (from TransCore and the Third Party, as appropriate) in effect at the time of receipt of Purchaser's order, which licenses are incorporated herein by reference. By purchase of TransCore Software, Purchaser acknowledges their use is subject to a non-exclusive, revocable, royalty-free, fully paid license to use TransCore Software. Purchaser warrants that it will not re-sell, supply, or give the Software to other parties, and will not reverse compile, reverse engineer, modify, or disassemble Software purchased hereunder. TransCore herein specifically disavows any warranty or license obligations with regard to Third Party software. The parties agree that it is the sole responsibility of Purchaser to pursue any license or warranty issues directly with the Third Party software supplier.

18. TERMINATION OF ORDER

All Orders are special orders for custom products. No Order may be terminated, and no Products may be returned, except as provided in Paragraph 12, Warranty.

19. GENERAL PROVISIONS

19.1 Products are manufactured for standard commercial uses and are not intended to be sold or licensed for use in critical safety systems (including but not limited to vital components in passenger train control systems), nuclear facilities, hazardous waste management applications, or other non-standard commercial uses. Purchaser represents that it will not use any Products for other

than standard commercial purposes. If any such application is intended, TransCore must be notified in writing and additional contractual safeguards will be required. TransCore disclaims all liability for damages resulting from non-standard commercial uses, and Purchaser shall indemnify TransCore against any such liability arising under any theory of law.

- 19.2 TransCore is not responsible for delay or failure to perform its obligations due to causes beyond its reasonable control. Warranty work and Services to be performed at Purchaser's facility shall not be performed if TransCore reasonably believes conditions at Purchaser's facility represent a safety or health hazard to any TransCore employee or contractor.
- 19.3 Neither party may assign or transfer any of the rights, duties and obligations listed above without the written consent of the other party, except that TransCore may at any time assign all or any part of its right to receive payments under this agreement to any bank, trust company or other financial institution.
- 19.4 Any descriptions, and the provisions in any TransCore Price List, applicable to Products and Services that are the subject of Purchaser's order, shall be considered part of these Terms and Conditions and are provided to Purchaser, or if not provided, are available to Purchaser on request. However, such descriptions and provisions shall not be construed to expand TransCore's warranty or other obligations hereunder. TransCore's acceptance of Purchaser's order will form an agreement subject to these Terms and Conditions and the TransCore Price List. Any terms or conditions on Purchaser's order or documentation which modify or expand these Terms and Conditions or Price List are hereby expressly rejected.
- 19.5 This agreement is governed by and construed under the laws of the State of Delaware, without reference to its conflict of laws rules. Purchaser agrees to submit to personal jurisdiction in the State of New Mexico.
- 19.6 The invalidity of any portion of these Terms and Conditions shall not affect the validity or enforceability of any other provision.
- 19.7 The failure of TransCore to enforce at any time any of the provisions of these Terms and Conditions will not be construed to be a waiver of any provisions hereunder, nor will any such failure prejudice the right of TransCore to take any such action in the future to enforce any provisions hereunder.