

**Exhibit C**

The following are the Terms and Conditions under which TRANSCORE, LP, a Limited Partnership chartered in Delaware, United States of America or its affiliates ("TRANSCORE"), sells and licenses Products, Services, Distributed Equipment, and Distributed Software outside the United States of America. These Terms and Conditions shall supersede any provision to the contrary in any proposal, purchase order or other document to which these Terms and Conditions are attached or to which they relate unless agreed to the contrary in writing by an authorized officer of TRANSCORE.

**1. DEFINITIONS**

- 1.1 "TRANSCORE Price List" refers to the TRANSCORE published price list applicable to the Products or Services that are the subject of a particular order and that is current when the order is accepted by TRANSCORE.
- 1.2 "Distributed Equipment" refers to third-party manufactured hardware products distributed by TRANSCORE but warranted directly by manufacturer to Purchaser.
- 1.3 "Distributed Software" refers to third-party software products, including operating systems and data bases, licensed directly to Purchaser by a third-party.
- 1.4 "Documentation" refers to manuals, handbooks, maintenance libraries and other publications listed in the TRANSCORE Price List or supplied with Software or Equipment or supplied in connection with Services. The term Documentation does not include Software or Distributed Software.
- 1.5 "Equipment" refers to transponder tags, readers, RF sources and related hardware, accessories and spare parts listed in the TRANSCORE Price List. Equipment may have been used internally for reliability testing. Spare parts may be refurbished. The term "Equipment" does not include Distributed Equipment.
- 1.6 "Products" refers to Equipment, Software and Documentation or other products furnished under these Terms and Conditions, but not to Services, Distributed Software or Distributed Equipment. For Software, other licensed Products and Distributed Software, the term "purchase" means "license", and the term "purchaser" means "licensee".
- 1.7 "Services" refers to TRANSCORE software services, equipment services, consulting, site survey and installation services, and educational services.
- 1.8 "Software" refers to software or firmware products listed in the TRANSCORE Price List, supplied with Equipment or otherwise supplied or developed by TRANSCORE, including software supplied in connection with Services. The term "Software" applies to all parts of Software and to new releases, updates and all modifications of Software, but does not include Distributed Software.
- 1.9 "Technical Data" refers to information of any kind that can be used, or adapted for use, in the design, production, manufacture, utilization, or reconstruction of articles or materials.

**2. ORDERS, PRICES AND FEES**

Prices and fees owed for Products, Distributed Software, Distributed Equipment 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. Fees for and services included with Software licensed under a Periodic Payment License ("PPL") may be changed by TRANSCORE upon ninety (90) days written notice.

**3. TAXES**

Prices and fees are exclusive of applicable taxes on the sale, license, export, import, re-export, shipment, or use of Products, Services, Distributed Equipment and Distributed Software. Purchaser is responsible for payment of all such taxes. All sums payable by Purchaser in connection with the transaction to which these Terms and Conditions relate shall be paid free and clear of and without any deduction or withholding, whether for or on account of any tax, by way of set-off or otherwise; provided, however, if Purchaser is required by applicable law to deduct or withhold any tax from any amount payable hereunder, Purchaser shall pay such additional amount as is necessary to ensure that TransCore receives and retains free from any liability a net sum equal to what it would have received and retained had no such deduction or withholding been required or made.

**4. DELIVERY**

All items proposed for sale hereunder are quoted at TRANSCORE's election either F.C.A. Dallas, Texas, U.S.A., F.C.A. TRANSCORE's facility in New Mexico, U.S.A., or F.C.A. such other location in the continental United States as TRANSCORE may designate from time-to-time. Regardless of the F.C.A. location, Purchaser shall bear sole responsibility for all costs relating to shipment from the point of origin of such items and export, import, and re-export, including but not limited to, freight, import and export duties, customs duties, taxes, insurance

and the like, and all fees, sales, use, gross receipts, value added, property or other taxes of any nature assessed upon or with respect to any items purchased hereunder. Title to and full risk of loss of items purchased hereunder shall pass to Purchaser upon delivery for shipping of such items to the F.C.A. location and issuance of a bill of lading.

## 5. EXPORT

5.1 Purchaser acknowledges and agrees 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.

5.2 Specifically, it is agreed that:

- (a) Purchaser understands that any export or re-export of the items purchased or licensed hereunder to another destination may be subject to restriction under United States law and regulations, and Purchaser will not export or re-export such items without compliance with such restrictions, if applicable;
- (b) Purchaser will determine any licenses or other authorizations required for the export or re-export of the items purchased or licensed hereunder from the United States and to apply for such licenses or other authorizations at its sole cost and expense. Notwithstanding anything else to the contrary stated herein or in any other document to which these Terms and Conditions relate, TRANSCORE shall not be obligated to sell, license or export from the United States the items purchased or licensed hereunder until all licenses or other authorizations required for such export have been obtained.

5.3 TRANSCORE and Purchaser will cooperate with the other as necessary or advisable to obtain compliance with applicable laws as required by this paragraph.

## 6. SECURITY INTEREST

To the extent any items sold hereunder are not fully paid for by Purchaser at the time of delivery, TRANSCORE reserves a purchase-money security interest in each item delivered and, in the case of authorized resellers, in any proceeds from the sale of such items, including accounts receivable. Purchaser agrees to sign, upon request, any documents necessary to perfect TRANSCORE's security interest.

## 7. PRICE AND CREDIT ADMINISTRATION

7.1 Purchaser will provide TRANSCORE with a copy of its most recent financial statements within ninety (90) days following the close of Purchaser's fiscal year. Additionally, Purchaser agrees to provide TRANSCORE with interim 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 such as a bank letter of credit, corporate guarantee or a 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.

7.2 Within fifteen (15) days after entering into an agreement with TRANSCORE, Purchaser will deliver an irrevocable sight letter of credit for TRANSCORE's benefit for the full contract price drawn on a United States bank, both of which bank and the form and substance of the letter of credit shall be satisfactory to TRANSCORE. Such letter of credit shall allow for partial draws by TRANSCORE. Payment in full for items ordered hereunder (except for Services) will be made by Purchaser, either directly or through a draw by TRANSCORE with respect to the letter of credit, upon shipment. Payment for Services shall be made when rendered, either directly or through a draw on the letter of credit by TRANSCORE. All payments to TRANSCORE shall be made only in United States dollars.

## 8. INSTALLATION

Products, Distributed Equipment or Distributed Software will be installed by TRANSCORE at Purchaser's facility in the United States if the price includes installation or if Purchaser separately purchases installation services. Installation shall be deemed complete upon the successful execution of TRANSCORE's installation procedures. Purchaser is responsible for preparation of a safe and suitable site.

## 9. CLEARANCES; RADIO FREQUENCY 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 the Products and Services and other items purchased hereunder, including but not limited to, export licenses and all necessary type approvals and other licenses for Products installation and operation, such as licenses from the applicable radio frequency regulatory authority.

## 10. RESERVATION OF PROPERTY RIGHTS

10.1 The purchase or license of Products does not convey any right to combine or connect Products, protocols or system architectures

with products other than products authorized by TRANSCORE where TRANSCORE has one or more patents covering such combination or connection. Such authorized products are (a) products covered by an express license between TRANSCORE and Purchaser, (b) products distributed directly or indirectly by TRANSCORE, or (c) products distributed directly or indirectly by any licensee whose license includes the right to resell or sublicense such products.

10.2 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.

## 11. MAINTENANCE MATERIAL

Diagnostic Software, Documentation, Equipment or other material used by TRANSCORE in the performance of installation, warranty or Services may be furnished with Products and/or stored at Purchaser's facility. TRANSCORE grants no title or license to any such Diagnostic Software, Documentation, Equipment or other material, and it all remains the exclusive property of TRANSCORE. 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 Equipment

12.1.1 Equipment is warranted by TRANSCORE to Purchaser against defects in workmanship and material for one (1) year after the date of installation, if installation is completed by TRANSCORE, or after the date of delivery to the F.C.A. point if the Equipment is not installed by TRANSCORE.

12.1.2 Warranty service will be provided in the United States at a repair facility designated by TRANSCORE. Transportation costs of the Equipment to and from the repair facility shall be the responsibility of Purchaser.

### 12.2 Limitation of Warranty

The warranties provided in this Paragraph 12 are limited warranties and do not apply to:

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 any modifications to the Equipment, other than modifications made by TRANSCORE; or

12.2.4 Conditions resulting from acts of third parties, acts of God, defective installation by a third party or Purchaser, other trades, abnormal use or abnormal stress.

### 12.3 Warranty Disclaimer

IN ADDITION TO BEING LIMITED WARRANTIES, THE ABOVE WARRANTIES ARE THE ONLY ONES MADE BY TRANSCORE. PURCHASER RECEIVES NO OTHER CONDITIONS, WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY. TRANSCORE EXPRESSLY DISCLAIMS ALL IMPLIED CONDITIONS OR WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 13. MODIFICATIONS; ENHANCEMENTS; AND ALTERATIONS

Purchaser shall not make any alterations, enhancements, or modifications to Products without prior written approval by TRANSCORE. In the event Purchaser makes any unauthorized alterations, enhancements, or modifications, in addition to any other remedies TRANSCORE may have hereunder or at law or in equity, TRANSCORE may require that Purchaser immediately remove, at Purchaser's expense, any TRANSCORE trademark, tradename or other identification from such Products.

## 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 Equipment, Software or Documentation furnished 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, 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 Equipment, Software or Documentation, replace or modify the Equipment, Software or Documentation, so they become non-infringing or, if such remedies are not reasonably available, grant Purchaser a credit for the Equipment,

Software or Documentation as depreciated and accept their 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 Equipment, Software or Documentation, in combination with other products (including software) not furnished by TRANSCORE, (b) Purchaser's modification of the Products after delivery 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, OR OTHERWISE, AND INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND DETRIMENTAL RELIANCE.

## 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. These remedies are Purchaser's exclusive remedies and are in lieu of any other remedy hereunder or at law or in equity. Purchaser may not deduct any amount owing from TRANSCORE to Purchaser as a set-off from any amount due or owing from Purchaser to TRANSCORE as a remedy.
- 15.2 In all situations involving performance or non-performance of Equipment and Software furnished hereunder, Purchaser's remedy is:
- 15.2.1 Repair or replacement by TRANSCORE, at TRANSCORE's option, of defective Equipment if notified by Purchaser of the defect within the warranty period and such defects are confirmed by TRANSCORE upon inspection;
- 15.2.2 Remedy, by TRANSCORE in the manner specified in TRANSCORE's current published description, of a non-conformance of Software to the current published description during the stated warranty period; or
- 15.2.3 If TRANSCORE, fails to perform its warranty, or service responsibilities, or if Purchaser has any other valid claim related to any Products or Services purchased or licensed from TRANSCORE, Purchaser shall be entitled to recover only direct damages and only up to the limits set forth in 15.3 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.
- 15.3 TRANSCORE'S AGGREGATE LIABILITY TO PURCHASER ARISING HEREUNDER (INCLUDING PARAGRAPH 15) FOR ANY AND ALL CAUSES WHATSOEVER SHALL BE LIMITED TO THE GREATER OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) OR THE PURCHASE PRICE PAID TO TRANSCORE FOR THE ITEMS PURCHASED OR LICENSED HEREUNDER 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, AND INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND DETRIMENTAL RELIANCE. THE FOREGOING LIMITATION DOES NOT APPLY TO DAMAGES RESULTING FROM PERSONAL INJURY CAUSED BY TRANSCORE'S NEGLIGENCE.
- 15.4 IN NO EVENT WILL TRANSCORE BE LIABLE FOR ANY 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, OR OTHERWISE.
- 15.5 Any action against TRANSCORE arising hereunder must be brought within twelve (12) months after the cause of action arises.

## 16. GENERAL PROVISIONS

- 16.1 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 not contemplated by TRANSCORE. Purchaser represents that it will not use any Products for other than standard commercial purposes and in no event will any Products be used for or in connection with weapons development or production. If any such application is intended, TRANSCORE must be notified in writing so that it may determine if additional contractual safeguards will be required.
- 16.2 TRANSCORE or its designee shall be entitled to access installed Products by electronic or other means (at TRANSCORE's sole expense) for the purpose of retrieving, in batch or real-time, tag identifications and their date, time and location, as well as any additional non-proprietary data captured by readers.
- 16.3 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.

- 16.4 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.
- 16.5 Any descriptions, and the provisions in the TRANSCORE Price List, applicable to Products, Services or Distributed Software 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 only to these Terms and Conditions. Any terms or conditions on Purchaser's order, whether preprinted or typed, are hereby expressly rejected and shall be null and void.
- 16.6 This agreement is governed by and construed under the laws of the State of New Mexico, without reference to its conflict of laws rules. Purchaser agrees to submit to personal jurisdiction of the state and federal courts located in the State of Texas. The United Nations Convention on the International Sale of Goods shall not be applicable to this agreement or any arrangement arising out of this agreement relative to the supply of the items being supplied hereunder.
- 16.7 The invalidity of any portion of these Terms and Conditions shall not affect the validity or enforceability of any other provision.
- 16.8 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 continuing 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.