

QUOTATION

Quote Date	Quote Number	Quote valid until
10/20/14	AAAQ1597	01/18/15



FLIR Detection, Inc.

Quoted To: Greg Caton
Alpha Omega Labs
greg@meditopia.org
(305) 851-2308

Sales Contact: Matt Birnbaum
703.462.4878
matt.birnbaum@flir.com

Line & Part #	Qty	Description	Unit Price	Extended Price
1 <i>nanoRaider-ZH</i>	1	<i>nanoRaider™ includes 3 (2 for dose rate and 1 for identification) CdZnTe detectors for gamma radiation detection and identification, digital signal processing (DSP) electronics and features a color display, web server, Bluetooth, USB connectivity, and Reachback capability. Standard unit containing a He3 tube for neutron detection. Request technical specification document for complete specifications. *</i>	<i>\$12,540.00</i>	<i>\$12,540.00</i>
2 <i>idF2-NGH</i>	1	<i>Standard identiFINDER 2 with an NaI(Tl) detector, GM detector and automatic calibration verification and peak stabilization. Features a color display, web server, Bluetooth, USB connectivity, and Reachback capability. Includes He-3 tube for neutron detection, internal 15nCi Cs-137 source for calibration verification and stabilization. Request technical specification document for complete specifications. *</i>	<i>\$21,270.00</i>	<i>\$21,270.00</i>

*Items in green and marked with * are optional and not included towards the total.*

SubTotal	\$0.00
Tax	\$0.00
Shipping	Prepay and Add
Total	\$0.00

Terms and Conditions: This offer is subject to the attached terms and conditions.
To place an order, we require your organization's purchase order referencing this quote addressed to:

FLIR Detection, Inc.
1024 S. Innovation Way
Stillwater, OK 74074

or a signed and completed credit card authorization form.

ADDITIONAL INFORMATION

Currency: All prices are in USD

Shipping Terms: FCA Origin

Ship Date: 4-6 Weeks ARO

Payment Terms: Full Prepayment or by Letter of Credit Acceptable to FLIR

Shipping Costs: Shipping will be prepaid and added to final invoice unless otherwise specified.

How to Order: Orders may be emailed to sales contact listed above.

Sales Taxes or Duties: See attached terms for details unless otherwise specified.

Notes: EXPORT: This products export under US Department of Commerce regulations. An export license may be required.

Signature: By signing this quote, purchaser agrees to the terms and conditions attached to this quote.

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These commodities, technology, or software exported from the United States in accordance with Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

Any purchase of the products identified herein shall be governed by FLIR Detection Terms and Conditions of Sale which are attached to this Quote. FLIR Detection hereby objects to the inclusion of any different or additional terms on any purchase order or other documents submitted to FLIR Detection to evidence an order of the products identified herein.

FLIR DETECTION, INC. TERMS AND CONDITIONS OF SALE

1. AGREEMENT. Only the product ("Product(s)"), price, quantity and delivery terms contained in Buyer's purchase order, if accepted by Seller, together with the terms and conditions herein constitute an agreement between the parties ("Agreement"). Buyer represents and warrants that it intends to use the Products for its internal use and is not purchasing the Products with the intent to resell or distribute the Products, unless authorized by Seller.

2. CONTROLLING TERMS AND CONDITIONS. This Agreement, together with Seller's End User License Agreement if applicable, shall govern the sale of the Products to Buyer. If Buyer submits any other document that contains terms and conditions which are inconsistent with or in addition to this Agreement then any such term or condition shall not alter these Terms and Conditions or be part of this contract unless expressly accepted or agreed to by Seller in writing. The sale is expressly conditioned upon Buyer's acceptance of this Agreement.

3. PAYMENT TERMS. Prices are stated in U.S. dollars. All sales are FCA Origin. On international orders, payment shall be by Letter of Credit, prepayment, or other terms acceptable to FLIR. Pro rata payment shall be due on partial shipments as made and invoiced. Payments not received by the date due shall bear interest at the rate of twelve percent (12%) per annum or the maximum rate allowed by law, whichever is less, until paid in full. The purchase prices of the Products are exclusive of all applicable sales and use taxes, value added taxes, export fees and duties or other similar fees and taxes. All shipping, handling, taxes, custom duties, tariffs and similar charges shall be at Buyer's expense and, at Seller's option, added to the price of the goods.

4. SHIPPING TERMS. Title to and all risk of loss of or damage to the goods shall pass to and be assumed by Buyer F.O.B. Origin. Buyer is responsible for all transportation charges and for filing timely and proper claims against carriers if goods are lost or damaged in transit. Seller's estimated delivery date(s) stated on the front of this contract are approximate and subject to reasonable scheduling changes made after the date hereof. Seller shall not be liable for any loss or expense, whether by contract or tort, incurred by Buyer resulting from failure to meet the estimated delivery date.

5. MODIFICATION AND CANCELLATION OF ORDERS. Orders may not be modified or cancelled in whole or in part except by mutual written agreement of the parties. Cancellation of orders shall be effective only at Seller's option, and if Seller agrees to any cancellation, Buyer shall be responsible for return freight costs and all costs incurred by Seller as a result of such cancellation, including, but not limited to, a fifteen percent (15%) restocking fee and all labor and material costs incurred prior to termination.

6. RETURNS. All returns must be authorized by Seller. A Returned Material Authorization (RMA) number issued by Seller must accompany all returned goods or parts unless otherwise directed by Seller. All goods or parts returned to Seller must be shipped transportation charges prepaid. Seller does not accept collect or C.O.D. shipments.

7. PACKING. Unless a preferred packing method is provided for in the purchase order, all goods shall be packaged and packed for shipment and storage in accordance with good commercial practices. Preferred packing charges shall be paid by Buyer.

8. COMPLIANCE WITH LAWS. Buyer acknowledges that the goods supplied herewith may be subject to laws, regulations and executive orders ("Laws") of the U.S. relating to export controls. Buyer represents and warrants that the Products will not be used for any purpose prohibited by the Laws and Buyer shall comply with the Laws as well as all laws and regulations in Buyer's jurisdiction and any other location related to the import, export, re-export, transfer, shipping, and/or use of the Products.

9. SELLER'S REMEDIES. If Buyer fails to make timely payments for goods or services accepted, or fails to perform any other of Buyer's obligations set forth herein, Seller may, at its option, defer further shipment(s), revise its terms of payment, cancel the unshipped balance, or pursue any other remedy set forth in this contract or provided by law.

10. LIMITED WARRANTY. Unless superseded by individual Product warranty terms formally set forth by Seller to Buyer in writing and/or included in Product Packaging, Seller's standard warranty terms shall be limited to those set forth in this paragraph. For a period of one (1) year after shipment of the Product, Seller will at its option repair or replace on an exchange basis any Product or component part thereof returned to Seller which upon examination

is found to the satisfaction of Seller to be defective in material or workmanship. All costs associated with the transportation, troubleshooting, installing or removing the Product or component part thereof shall be paid by Buyer. Repair or replacement of any Product or component thereof will not extend the original warranty period. This limited warranty extends only to Buyer and is not transferable to any other party and any transfer made in violation of this provision shall be void. This limited warranty does not apply to any Product or component which (i) has been subject to misuse, neglect, accident or improper storage; (ii) has been installed, repaired, maintained or altered in any way that in the judgment of Seller has adversely affected the condition of the Product; (iii) has been used, operated or maintained inconsistent with Seller recommendations or with normal practice and conditions, or (iv) has been changed or modified from its original condition. For consumable Product components such as sensors ("Sensors"), this limited warranty shall be modified as follows: (a) the unopened shelf life shall be 18 months from the manufacture date marked on the packaging; (b) the opened shelf life shall be 3 months from the date the product packaging is opened; (c) provided, however, that these shelf life warranties apply to a single use of a Sensor and are void if the Sensor is recharged or used multiple times. THIS LIMITED WARRANTY IS ONLY A LIMITED WARRANTY TO REPAIR OR REPLACE AND NOT A WARRANTY OF THE CONDITION OR FUTURE PERFORMANCE OF THE PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY INCLUDING, BUT WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED. BUYER WAIVES AND IN NO EVENT WILL SELLER BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND. No person is authorized to give any other warranty or to assume any additional obligation or liability on behalf of Seller. In no event will Seller's liability hereunder exceed the purchase price of the defective Product. This limited warranty shall not apply if Buyer has unpaid invoices. Buyer agrees that the warranty disclaimer and limited liability set forth herein are fundamental elements of this Agreement and Seller would not be able to provide the Product on an economic basis without such limitations.

11. GRANTING OF RIGHTS. Nothing contained herein shall be construed as granting Buyer any right to any intellectual property rights, including but not limited to patents, trademarks, trade secrets, or copyrights, owned or licensed by Seller. Further, Buyer agrees that it shall not, directly or indirectly, reverse engineer, decompile, modify, alter, disassemble or emulate the functionality of the Product.

12. INDEMNIFICATION. Buyer shall indemnify Seller in the case of any Product misuse by Buyer.

13. PATENTS. If Buyer modifies the Product or provides Seller with designs, specifications, or instructions to modify the Product, then Buyer shall hold Seller harmless from and against any expense or loss resulting from infringement of patents or trademarks arising therefrom. Except as otherwise provided in the preceding sentence, Seller shall defend any suit or proceeding brought against Buyer so far as based on a claim that the Products furnished under this Agreement constitute an infringement of any patent of the United States, issued on or before the date of shipment, if notified promptly in writing and given authority, information and assistance (at Seller's expense) for the defense of same, and Seller shall pay all damages and costs awarded therein against Buyer. In case such goods, or any part thereof, are held to infringe and the use of said goods or part is enjoined, or Seller shall reasonably conclude that the goods are infringing, Seller shall, at its own expense, either procure for Buyer the right to continue using said goods or parts, or replace same with non-infringing goods; or modify such goods so they become non-infringing; or remove said goods from the market and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of Seller for patent infringement by the said goods or any part thereof.

14. FORCE MAJEURE. Delay in performance or non-performance of any obligation contained herein, other than Buyer's obligation to pay, shall be excused to the extent such failure or non-performance is caused by a force majeure. For purposes of this Agreement, force majeure shall mean any cause or event preventing performance of an obligation under the Agreement which is beyond the reasonable control of Seller or Buyer, as the case may be, including without limitation, fire, flood, power shortage, mechanical breakdown, sabotage, shipwreck, embargo, explosion, strike or other labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, war or acts of terrorism, and other events

FLIR DETECTION, INC. TERMS AND CONDITIONS OF SALE

or conditions beyond the reasonable control of the affected party. In the event a force majeure continues for more than ninety (90) days, this Agreement may be terminated without any liability by either party upon written notice thereof to the other.

15. NO ASSIGNMENT. Buyer may not assign this Agreement, or its right to receive Products, without the prior written consent of Seller. Any such attempted assignment shall be void.

16. GOVERNING LAW. This contract shall be governed by and construed according to the laws of the United States of America and the State of Delaware, including the Uniform Commercial Code as enacted therein, without regard to its laws regarding conflicts of law.

17. JURISDICTION AND VENUE. All proceedings relating to this Agreement shall be maintained exclusively in the federal or state courts of Delaware and the parties hereby irrevocably and unconditionally submit and consent to exclusive jurisdiction and venue herein and expressly waive any right to object to personal jurisdiction or venue. Each of the parties hereby consents to the

service of process by registered mail or by an express delivery service providing a return receipt at its address set forth above and agrees that its submissions to jurisdiction and its consent to service of process by mail are made for the express benefit of the other party.

18. SEVERABILITY. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

19. NO WAIVER. The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any rights hereunder.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties relating to the matters contained herein. This Agreement may not be amended, extended or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorized representative of each party.

FLIR DETECTION TERMS AND CONDITIONS OF SALE – SPECIAL PROVISIONS

SUPPLEMENT A – FIDO EXPLOSIVES DETECTION SYSTEMS

The following special provisions apply to the sale of any Fido Explosives Detection Systems:

SAFETY ACT RECIPICAL WAIVER OF CLAIMS. Seller's Fido Explosives Detection System has been designated by the U.S. Department of Homeland Security as a Qualified Anti-terrorism Technology (QATT) under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act), which affords certain legal liability protections to providers of the QATT. Where the QATT has been deployed in defense against, response to, or recovery from an act of terrorism as that latter term is defined under the SAFETY Act, Seller and Buyer of the QATT agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism.

SUPPLEMENT B – DEVELOPMENTAL PRODUCTS

The following special provisions apply to the sale of any of Seller's developmental Products:

1. The Product delivered hereunder is a developmental product of Seller and has not been released to the public. As such, this Product and all information related thereto are confidential and proprietary. Buyer agrees not to disclose any information to any third party without the express written approval of Seller.
2. Buyer, at no cost to Seller, will share with Seller any and all performance data and reports generated by Buyer in the use and operation of the Product.