



MODIFIED TERMS OF SALE

This Modified Terms of Sale (these "Terms and Conditions") is entered into as of the last date signed below (the "Effective Date"), between FLIR SYSTEMS, INC., an Oregon corporation located at 27700 SW Parkway Avenue, Wilsonville, OR 97070 USA ("FLIR" or "Seller"), and _____, a _____ located at _____, _____ ("Company", "You" or "Buyer"). FLIR and Company are referred to herein individually or collectively as a "Party" or as the "Parties."

WHEREAS, the Parties have agreed to negotiate the terms under which FLIR will sell Products and Company will purchase Products.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be bound hereby agree as follows:

0. These Terms and Conditions are applicable to the sale of products or services ("Products") by FLIR, or one of its Affiliates, as identified in the Acknowledgement (FLIR or such Affiliates are each referred to in these Terms and Conditions as "FLIR" or "Seller") to Buyer. Except as provided in Section 2, these Terms and Conditions together with the Seller's quotation, Acknowledgement, terms incorporated into this Agreement by reference in these Terms and Conditions, and the price, quantity and delivery terms contained in Buyer's purchase order constitutes the entire and exclusive agreement between Seller and Buyer (collectively, this "Agreement"). "Affiliates" means, with respect to either Party, any other entity directly or indirectly controlling, controlled by, or under common control with such Party. "Acknowledgement" means the sales order confirmation or order acknowledgment issued by FLIR to you which confirms the Products ordered, pricing and other relevant terms of the transaction.

1. INTERNAL OR OTHER USE. 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 in the Acknowledgement.

2. CONTROLLING TERMS. These Terms and Conditions will prevail over any other conflicting terms of this Agreement. Except as provided in the preceding sentence, this Agreement 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 this Agreement unless duly executed by an authorized executive of Seller. The sale of Products is expressly conditioned upon Buyer's acceptance of this Agreement.

3. PURCHASE PRICE, TAXES, PAYMENT AND CREDIT. Except as otherwise stated in the Acknowledgement, prices are stated in United States of America ("U.S.") dollars. The purchase price includes the costs of standard packaging of the Products; but excludes: (a) transportation, customs duties, insurance or any other costs or fees that may apply to the sale and delivery of the Products; and (b) any federal, state, municipal or other governmental tax applicable to the sale of the Products to Buyer, if any. All such taxes shall be in addition to the purchase price and be paid by Buyer unless otherwise agreed to or required by law. Buyer acknowledges and agrees that the full purchase price for the Products shall be due and payable thirty (30) days after receipt of invoice unless FLIR requires payment by letter of credit, in advance of delivery or on other terms. All past due payments bear interest at the rate of one and one half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, on the unpaid balance. If Buyer fails to timely pay the purchase price for any Products, or fails to perform any other of Buyer's obligations hereunder, Seller may, at its option, defer further shipments, revise its terms of payment, cancel the unshipped balance of the Agreement, and/or pursue any other remedy set forth in this Agreement or provided under law.

4. DELIVERY. Except as otherwise stated in the Acknowledgement, all Products are shipped Ex-Works (INCOTERMS 2010) Seller's plant. Delivery shall occur, risk of loss shall pass and title (to the extent applicable) shall transfer to Buyer upon delivery of Products to the Ex-Works point ("Delivery"). All Delivery dates contained in the Acknowledgement are estimates and Seller has no liability for any delay in Delivery.

5. LIMITED WARRANTY, EXCLUSIONS AND DISCLAIMERS.

A. Limited Warranty. Unless superseded by individual Product warranty terms set forth in the Specifications, a warranty section of FLIR's website at www.FLIR.com, or in this Agreement, SELLER WARRANTS THAT FROM THE DATE OF DELIVERY AND FOR A PERIOD OF ONE YEAR, THE PRODUCTS WILL CONFORM IN ALL MATERIAL RESPECTS TO ITS SPECIFICATIONS AT THE TIME OF SALE AND BE FREE FROM MATERIAL DEFECTS UNDER PROPER USE AND SERVICE IN ACCORDANCE WITH THE SPECIFICATIONS. "Specifications" means the specifications delivered to Buyer with or in the Product and/or published on FLIR's website for the applicable version of the Product. Buyer agrees that Specifications and other warranty information may be supplied only in the English language, unless otherwise required by local law without the possibility of contractual waiver or limitation. 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. The warranty applies only to the unmodified portion of the Products. Buyer is responsible for the results obtained from the use of the Products. Buyer's sole remedy, and Seller's sole liability, for any breach of the foregoing warranty shall be to replace or repair any part or parts (or redeliver services) which were delivered in breach of the foregoing warranty.



B. Warranty Exclusions and Disclaimers. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF BUYER HAS NOTIFIED SELLER OF ITS INTENDED USE FOR THE PRODUCTS) OR NON-INFRINGEMENT. SELLER FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OF THE PRODUCTS WHERE THE ALLEGED NONCONFORMITY IS DUE TO NORMAL WEAR AND TEAR, ALTERATION, MODIFICATION, REPAIR, ATTEMPTED REPAIR, IMPROPER USE OR STORAGE, IMPROPER MAINTENANCE, NEGLIGENCE, ABUSE, FAILURE TO FOLLOW ANY PRODUCT INSTRUCTIONS, DAMAGE (WHETHER CAUSED BY ACCIDENT OR OTHERWISE), VARIABLES OUTSIDE THE CONTROL OF FLIR, OR ANY OTHER IMPROPER CARE OR HANDLING OF THE PRODUCTS CAUSED BY ANYONE OTHER THAN SELLER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO BUYER. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. BUYER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. “Variables” include operator skills, non-FLIR equipment used with the Products, and environmental and climatic conditions.

6. PRODUCT RETURNS. Products shall not be returned to Seller without Seller’s written consent. Return instructions can be found at www.FLIR.com. Buyer will pay the cost of sending Products to FLIR in connection with warranty claims, and Seller shall pay the cost of returning to Buyer Products that are repaired or replaced under warranty.

7. INTELLECTUAL PROPERTY. Except for the right to use the purchased Products for their intended purpose and to resell the Products as described in Section 1, and except for the license rights described in Section 13(B), the sale of Products by Seller does not convey to Buyer or any other third party any license, implied or otherwise, under any Intellectual Property. Buyer acknowledges the ownership of and the validity of FLIR’s trademarks, brand names, trade names, copyrights, patents, designs, trade secrets, inventions, and similar intellectual property, whether registered or not (collectively, “Intellectual Property”). Buyer will not reverse engineer, reverse compile, deconstruct, synthesize, or extract any element of and/or otherwise discover any source code, algorithms, circuits, structures, architectures, processes, methods or techniques embodied in, or otherwise translate, or reverse assemble the Products in whole or in part, except as expressly permitted by law without the possibility of contractual waiver and Buyer will not: (a) except as permitted in this Agreement, develop any products incorporating any of FLIR’s Intellectual Property; nor (b) any improvements or applications related to the Intellectual Property. Buyer shall not apply for the registration of Intellectual Property in any country nor otherwise take any action inconsistent with FLIR’s rights in the Intellectual Property. Buyer will not use in any way (including in Buyer’s letterhead or presentation cards) FLIR’s trade or business names or trademarks. Buyer acknowledges that FLIR shall own all updates or enhancements to Products, whether developed by Buyer or FLIR. Buyer shall not do, or cause to be done, any act that contests or in any way impairs any portion of FLIR’s and its licensors, right, title and interest in and to the Intellectual Property Rights. Buyer shall not obscure or remove any proprietary rights notices of FLIR or its licensors contained in Products, including any trademarks, and copyright notices.

8. CONFIDENTIAL INFORMATION. “Confidential Information” of FLIR means any and all confidential information, including third party confidential information, disclosed by FLIR and/or any of its Affiliates (“Disclosing Party”) to the Buyer (“Recipient”) during the term of this Agreement, which, (i) if provided in tangible format, is labelled at the time of such disclosure as “confidential” or bearing a similar legend, (ii) if provided in oral or intangible format, is identified as confidential at the time of disclosure, or (iii) the Recipient should reasonably understand to be confidential based on the nature or circumstances of the disclosure, including Product pricing, non-public technical information and Products (and related information) identified as pre-release or not generally available. Except as otherwise provided in this Section 8, Recipient agrees that it will (a) hold in confidence and not disclose to any third party any Confidential Information of Disclosing Party, except in accordance with this Section 8; (b) protect such Confidential Information with at least the same degree of care that Recipient uses to protect its own Confidential Information of a similar nature, but in no case, less than reasonable care; and (c) notify Disclosing Party promptly upon discovery of any loss or unauthorized disclosure of Disclosing Party’s Confidential Information.

9. COMPLIANCE WITH LAWS.

A. General Obligations. Buyer agrees to comply with all laws, regulations and executive orders of the U.S. and all other countries applicable to its performance of this Agreement, including in connection with the sale, resale, delivery, or re-delivery of the Products (including hardware, software and services) and information hereunder, including but not limited to the Arms Export Control Act (22 U.S.C. 2751-2794), the International Traffic in Arms Regulations (“ITAR”) (22 C.F.R. 120 et seq., the Export Administration Act of 1979 (50 U.S.C. 2401-2420), the Export Administration Regulations (“EAR”) (15 C.F.R. 730-774), the Office of Foreign Assets Control (OFAC) regulations (31 C.F.R. Chapter V), the International Emergency Economic Powers Act (IEEPA) (50 U.S.C. 1701-1706), the Trading with the Enemy Act (TWEA) (50 U.S.C. 5, 16), the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) regulations (22 C.F.R. Parts 447, 478, 479, and 555), U.S. customs regulations (22 C.F.R. Part 19), the U.S. Foreign Corrupt Practices Act, the UK Antibribery Act (collectively, “Laws”). FLIR shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed. Additionally, such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of this Agreement. FLIR shall have no obligation to deliver any Products or information to Buyer as part of its performance under this Agreement except as permitted under the Laws and may cancel any related Delivery or order if it is unable to perform in accordance with applicable Laws.



B. Export, Import and Related Obligations. Buyer shall comply with the Laws as well as all laws and regulations in Buyer's jurisdiction and any other jurisdiction related to the import, export, re-export, transfer, shipping, sale, re-sale and/or use of the Products and information. Buyer agrees that it will not export, reexport, sell, distribute, disclose, release or otherwise transfer any Product or information provided under this Agreement to any country, person, or entity prohibited under Laws, including but not limited to parties and entities: (i) located, organized, or ordinarily resident in a country or territory that is, or whose government is, the target of comprehensive U.S. trade sanctions, including the Crimea Region, Cuba, Iran, North Korea, and Syria, (ii) located, organized, or ordinarily resident in a country designated as a "State Sponsor of Terrorism" by the U.S. Department of State, or (iii) identified on the Specially Designated Nationals and Blocked Persons List, the Denied Persons List, the Entity List, the Unverified List, or the Debarred List or any other applicable prohibited party list of the U.S. Government, without U.S. Government authorization. This clause applies regardless of the legality of such a transaction under local law. Neither the country of shipment nor Product country of origin (manufacture) denoted on shipping documentation are confirmation of Free Trade Agreement ("FTA") eligibility. Rules of origin for each specific FTA differ. FTA eligibility will be certified by Buyer's trained and qualified FTA specialist and will only be certified as eligible if Products meet the qualification requirements.

C. Restriction on Military Use. Unless Buyer is specifically a military customer, and especially for sales made into China, Russia and Venezuela: Buyer shall not use any Products sold by FLIR for any military end-use or end-user, or resell them for such purpose.

D. Access. Buyer agrees that neither it nor any of its personnel will export or re-export any ITAR- or EAR-controlled data or items without obtaining any required U.S. Government authorization. Buyer further agrees that FLIR's Products information shall only be accessible by U.S. citizens and permanent residents and that it shall not release, export, or reexport such data to anyone other than U.S. citizens or permanent residents unless specifically authorized under applicable law. Buyer shall maintain appropriate procedures to: (1) detect (a) the unauthorized access to or release of data to non-U.S. citizens or permanent residents, and (b) the export or transfer of data from, or storage of data outside of, the U.S., and (2) obtain and maintain any registration, license, agreement, or other authorization required under the ITAR or EAR.

E. Notification. Buyer shall promptly notify FLIR of any actual or suspected violation of Laws, and FLIR may immediately suspend Buyer in the event of a violation. Buyer shall secure binding obligations from any independent contractors or other parties who have access to FLIR Products or information or otherwise are performing services or activities in connection with this Agreement to comply with the terms of this Agreement.

F. Destruction. If any FLIR Product or information provided under this Agreement requires destruction after being transferred to Buyer, Buyer agrees to destroy the Product or information in accordance with all applicable Laws, including applicable authorizations, and to ensure the safe and proper demilitarization, destruction and disposal once the Product or information is no longer required.

G. Antidumping. Buyer is responsible for notifying FLIR if any antidumping or countervailing duties or other duties or tariffs are applicable when FLIR is not the importer of record. If Buyer requests FLIR to purchase materials, parts and/or components that fall under antidumping and countervailing duty orders, Buyer shall reimburse FLIR for any costs, fines or penalties related thereto and Buyer and FLIR shall work together to modify the sourcing options to bring the materials, parts and/or components out of scope of such order.

H. Anti-bribery. Buyer agrees that neither it, nor any of its employees will, directly or indirectly, pay or offer to pay money or give anything of value to any foreign official in order to influence any action or decision for the purpose of obtaining or retaining business or securing any competitive advantage.

I. Authorization and Recordkeeping. Subject to the delivery terms of this Agreement, FLIR will endeavor to obtain U.S. export authorizations as required by the Laws when FLIR is delivering Products or information outside the U.S., and Buyer is responsible for all other required regulatory authorizations, licenses, permits and filings. Each Party shall provide reasonable assistance necessary for the other Party to secure and comply with such authorizations as may be required. Buyer shall maintain all records evidencing its compliance with this Section 9 for the period required by the Laws and shall make such records available for inspection by FLIR upon request.

10. CANCELLATION. Seller reserves the right, in its sole discretion, to decline or to cancel any order for any reason, including if appropriate authorization is not obtained from any governments exercising export authority, or as otherwise provided in Section 9, and FLIR shall have no liability to Buyer in any way for any such cancellations. Buyer may cancel an order prior to Seller's Acknowledgement of the order, but cannot cancel an order following Seller's Acknowledgement unless express written consent to such cancellation is provided by Seller. Orders cancelled by Buyer may be subject to a restocking fee up to 25% and any applicable material, labor, service, or other costs and fees, at Seller's sole discretion.

11. TERM AND TERMINATION.

11.1. Term. This Agreement shall extend for a period of twenty four months following the Effective Date, unless it is terminated earlier pursuant to this Agreement or the term is extended by a duly executed amendment.

11.2. Termination. Either Party may terminate this Agreement for default, in whole or in part, if the other Party (i) fails to



comply with any of the material terms of this Agreement; (ii) files or has filed against it a petition in bankruptcy; (iii) becomes insolvent or suffers a material adverse change in financial condition; experiences a change of control event. The defaulting Party shall have thirty (30) days after receipt of written notice of same from the non-defaulting Party to cure any such default. FLIR may terminate this Agreement without cause upon ten (10) days' prior written notice to Company or such other period of notice as may be required by law.

11.3. **Obligations of Parties Upon Expiration/Termination of Agreement.** Upon expiration or termination of this Agreement, Company will as promptly as possible (but in any case within thirty (30) days after the expiration or termination of this Agreement) return to FLIR all tangible Confidential Information and other materials provided to Company pursuant hereto, and shall thereafter, keep confidential all intangible Confidential Information furnished or made available to Company, its employees and/or representatives pursuant to this Agreement. The expiration or termination of this Agreement will not affect the rights and obligations of the Parties hereto with respect to the sale and purchase of the Products for which FLIR has accepted orders prior to such expiration or termination of this Agreement, provided however, FLIR may in its sole discretion cancel any such orders. Company and FLIR agree that the obligations described in sections entitled "Purchase Price, Taxes, Payment and Credit", "Warranty Exclusions and Disclaimers", "Confidential Information", "Intellectual Property", "Compliance with Laws", "Term and Termination", "Limitation of Liability", and "General Provisions" of this Agreement will survive the expiration or termination of this Agreement.

12. LIMITATION OF LIABILITY.

A. Limitation of Liability. Regardless of the basis on which Buyer is entitled to claim damages from FLIR (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), FLIR's entire liability for all claims in the aggregate arising from or related to each Product purchased by Buyer, or otherwise arising, under this Agreement will not exceed the amount of actual direct damages up to the total amounts paid by Buyer to FLIR for the Product that is the subject of the claim. This limit also applies to FLIR, all of FLIR's Affiliates and suppliers and is the maximum for which FLIR, its Affiliates and suppliers are collectively responsible. UNDER NO CIRCUMSTANCES SHALL FLIR, ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: DAMAGES CLAIMS BY ANY THIRD PARTY, WHETHER OR NOT THE CLAIMS ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE; LOSS OF, OR DAMAGE TO, DATA; SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

B. Other Limits. The limitations and exclusions in this Section 11 apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, Buyer shall not bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and, upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse. Buyer acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

13. GENERAL PROVISIONS.

13.1. **Contact information.** Buyer authorizes FLIR and its Affiliates (and their successors and assigns, contractors and business partners) to store and use Buyer's contact information in connection with FLIR's sale, support and servicing of the Products, and for other lawful purposes.

13.2. **Governing Law.** This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the jurisdiction indicated below (the "Jurisdiction"), without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and the parties irrevocably submit to the jurisdiction of those courts. The parties agree that venue in any action arising under this Agreement shall be exclusively in state or federal courts located in the Jurisdiction indicated below. The rights and obligations of the parties to this Agreement will not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, 1980. If Buyer's address in the Acknowledgement is in the Americas, the Jurisdiction is the State of New York in the U.S., if in the European Union, the Jurisdiction is Belgium and, for all other Buyers, the Jurisdiction is England.

13.3. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid, illegal or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.4. **Sale or Assignment.** Buyer will not assign or transfer this Agreement without the prior written consent of FLIR and any attempted assignment or transfer in violation of the foregoing will be null and void. Notwithstanding the foregoing, Buyer may sell or transfer any Product to any third party (a "Transferee") as contemplated in the Acknowledgement, provided such transfer or assignment otherwise complies with the requirements of this Agreement, including the requirements of Sections 8 and 9, and the



Transferee agrees to be bound by the restrictions contained in this Agreement. The Transferee shall not have any rights under this Agreement and shall not be a third party beneficiary for any purpose.

13.5. **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Seller. In case of any conflict between translations, the English language version of this document shall control.

13.6. **U.S. GOVERNMENT ACQUISITION REGULATIONS.** When Buyer is a prime contractor or a subcontractor at a higher tier than FLIR for a U.S. Government prime contract, applicable Federal Acquisition Regulations and Defense Federal Acquisition Regulation Supplement clauses (collectively, FAR Clauses) may be incorporated into this Contract only if there are other FAR clauses that make the subject incorporation in this Contract mandatory. FLIR expressly rejects the incorporation of any FAR Clauses that do not meet the foregoing condition. In all incorporated FAR Clauses, the terms “Government” and “Contractor” shall be revised to identify properly the contracting parties under this Contract and effect the proper intent of the clause. Except with respect to termination for FLIR’s default, Buyer shall exercise an incorporated FAR Clause against FLIR only if, and to the extent that, the subject FAR Clause is exercised against the Buyer by Buyer’s customer.

13. PRODUCT SPECIFIC SUPPLEMENTAL PROVISIONS.

A. Safety Act Reciprocal Waiver of Claims. For sales of Seller’s Products that have been designated or certified by the U.S. Department of Homeland Security as Qualified Anti-Terrorism Technology (“QATT”) under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (“SAFETY Act”): Where the QATT Product 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 Product 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 Product, 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.

B. Software. If the Products include software from Seller (“**Software**”), Seller grants Buyer a nonexclusive, perpetual license to use the Supporting Software only on and in conjunction with the Principal Product, and all Software as otherwise provided in this Agreement and any license agreement embedded in or delivered with the Software. Buyer agrees that title to the Software remains with Seller (and its suppliers, if any). Buyer will not use, copy, modify, or distribute the Software except as expressly permitted in this Agreement; use any of the Software components, files, modules, audio-visual content, or related licensed materials separately from the Software; or sublicense, rent, or lease the Software. In addition, Buyer will use the Supporting Software only in conjunction with the related Principal Product. For purposes of this section, “Supporting Software” is Software that is part of another FLIR Product (“Principal Product”). This license applies to each copy of the Software that Buyer makes. Buyer may copy the Software for archival or back-up purposes in connection with the use of the Products. Buyer may transfer the license for Supporting Software if transferring the related Principal Product pursuant to the terms of Section 1.

D. Cloud Services. If the Products include cloud-based services, the terms of use applicable to such services which are published on FLIR’s website at www.FLIR.com are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by a duly authorized representative as of the Effective Date.

FLIR SYSTEMS, INC

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date: