

By clicking through to this Web site, you are agreeing to the following Terms and Conditions.

1. Agreement Between You and the publishers of this site, UES Inc. (hereafter “Operators”).

The following terms and conditions (the “Terms and Conditions”) apply to all visitors to, or users of, this Web site. By accessing this Web site, You acknowledge acceptance of these Terms and Conditions. In the case of any violation of these Terms and Conditions, the Operators reserve the right to seek all remedies available by law and in equity for such violations. The Operators acknowledge that there may be other available Web sites that offer comparable products and services. In that regard, the Operators acknowledge that You have almost unlimited choices in selecting a Web site to accommodate Your needs, and that Your selection of this Web site is completely voluntary. In that regard, You agree, by entering into this Agreement, that You will be strictly bound to all of the terms and conditions set forth herein.

2. If You Request a Material Sample, you agree to the Following Material Transfer Agreement:

The UES Material Transfer Agreement (MTA) is between You and UES Inc., which will be referred to as the CONTRIBUTOR, having its offices at 4401 Dayton-Xenia Rd, Dayton, OH 45432-1894.

TERMS AND CONDITIONS

RECEIPT; SCOPE OF USE AND TRANSFER

You. For each requested MATERIAL, You must agree to a LETTER OF TRANSFER, thereby acknowledging this agreed upon MTA, during the ordering process. You are also required to provide an updated abstract describing the proposed use of MATERIAL if the scope of use on file has changed.

Scope of Use. You may use MATERIAL for product evaluation in Your facility only. If You desire to use MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, You agree to negotiate in good faith in advance of such use to establish the terms of an appropriate commercial CONTRIBUTOR LICENSE.

OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTY

Ownership of Material. CONTRIBUTOR retains ownership rights to MATERIAL, including any MODIFICATIONS and MATERIAL contained or incorporated in MODIFICATIONS. CONTRIBUTOR also retains rights to any intellectual property it owns in MATERIAL or MODIFICATIONS. You retain ownership of any solely developed product, article or device using CONTRIBUTOR MATERIAL or MODIFICATION: Joint ownership and licensing shall be negotiated in good faith for any jointly developed intellectual property for products, articles, devices or Modifications.

No Reverse Engineering. You will not reverse engineer, test, analyze, or attempt to derive any properties from any materials or samples provided by the CONTRIBUTOR.

INVENTIONS AND PATENTS.

You are free to file patent application(s) claiming inventions made by You through the use of MATERIAL or MODIFICATIONS. You acknowledge that use of MATERIAL or MODIFICATIONS may be subject to the intellectual property rights of third parties other than CONTRIBUTOR, and CONTRIBUTOR MAKES NO REPRESENTATION OR WARRANTY THAT SUCH RIGHTS DO NOT EXIST. You shall have sole responsibility for obtaining any appropriate intellectual property license(s) required to use MATERIAL or MODIFICATIONS.

Commercial Purposes. If You desire to use MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, CONTRIBUTOR and You agree to negotiate in good faith in advance of such use to establish the terms of an appropriate commercial CONTRIBUTOR LICENSE. You understand that CONTRIBUTOR shall have no obligation to grant such a CONTRIBUTOR LICENSE to You.

Trademarks. Nothing in this Agreement shall be construed to affect CONTRIBUTOR's rights, title and interests in and to trademarks registered or owned by the CONTRIBUTOR or the U.S. Government.

Dispute Resolution. Any disputes arising under this Agreement shall be tried exclusively in the United States District Court for the Southern District of Ohio or if subject matter jurisdiction does not exist in that court, then in the state courts of Ohio, and You hereby expressly consent to, submit to, and waive any objection to the jurisdiction of such courts.

CONFIDENTIALITY PUBLICATIONS

You agree to treat in confidence, any of CONTRIBUTOR's written information about MATERIAL that is stamped "CONFIDENTIAL" except for information that was previously known to You or that is or becomes publicly available or which is disclosed to You without a confidentiality obligation. Any oral disclosures from CONTRIBUTOR shall be identified as confidential by notice delivered to You within ten (10) days after the date of oral disclosure.

You may publish or otherwise publicly disclose the results of the work with MATERIAL, but if You received confidential information from CONTRIBUTOR Resources or CONTRIBUTOR, then only after the source of the confidential information has had thirty (30) days to review the proposed disclosure to determine whether it includes any CONFIDENTIAL information. You agree to provide a copy of all publications relating to MATERIAL or MODIFICATIONS to CONTRIBUTOR.

In all publications and patent applications that reference ORIGINAL MATERIAL, MATERIAL or MODIFICATIONS, You agree to acknowledge CONTRIBUTOR.

SAFETY; COMPLIANCE WITH LAWS

EXCEPT TO THE EXTENT PROHIBITED BY LAW, YOU ASSUME ALL RISKS AND RESPONSIBILITY IN CONNECTION WITH RECEIPT, HANDLING, STORAGE, DISPOSAL, INTERNAL TRANSFER AND USE

OF MATERIAL AND MODIFICATIONS INCLUDING WITHOUT LIMITATION TAKING ALL APPROPRIATE SAFETY AND HANDLING PRECAUTIONS TO MINIMIZE HEALTH OR ENVIRONMENTAL RISK, AS WELL AS FOR ANY ADVERSE EVENTS RESULTING FROM YOUR VIOLATION OF THE SECURITY REQUIREMENTS OR UNAUTHORIZED DISSEMINATION OF MATERIAL AND MODIFICATIONS. YOU ARE SOLELY RESPONSIBLE FOR ITS COMPLIANCE WITH ALL APPLICABLE FOREIGN AND DOMESTIC, FEDERAL, STATE AND LOCAL STATUTES, ORDINANCES, REGULATIONS AND GUIDELINES.

You hereby certify that You shall (1) ensure that only qualified personnel work with MATERIAL and MODIFICATIONS in proper facilities; (2) provide sufficient internal security to assure access to MATERIAL and MODIFICATIONS only by those individuals authorized to work with them; (3) not transfer, export, resell, or otherwise dispose of any MATERIAL or MODIFICATIONS to any third party under any circumstances without express written authorization from the CONTRIBUTOR and the appropriate government agencies or as explicitly provided for within this Agreement; (4) not permit access to MATERIAL or MODIFICATIONS by foreign entities or individuals when to do so would be in violation of export control laws; (5) maintain adequate insurance coverage for liability to any party that might be injured by release of MATERIAL or MODIFICATIONS; and (6) comply with all applicable federal, state, or local laws and regulations pertaining to MATERIAL or MODIFICATIONS or their handling, storage, use, transportation.

INDEMNIFICATION

You assume all liability for damages that may arise from Your use, storage or disposal of MATERIAL and MODIFICATIONS. To the extent permitted under Federal or State law, You agree that it will indemnify and hold harmless The U.S. Government, their suppliers, and CONTRIBUTORS from any claims, cost damages, or expenses.

LIMITATION OF LIABILITY

IN NO EVENT WILL THE U.S. GOVERNMENT OR CONTRIBUTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS MTA, MATERIAL, AND MODIFICATIONS (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE) EVEN IF CONTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF A LIMITED REMEDY PROVIDED HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

SHIPPING

MATERIAL will be packaged and shipped in accordance with applicable laws and regulations. You are responsible for ensuring that all permits required for You, if applicable, to receive its order are obtained and that sufficient proof of such permits is provided to CONTRIBUTOR. CONTRIBUTOR will notify You when orders are submitted without the necessary permits, and You will have a two (2) month period after such notification to supply proof of the necessary permit(s) before an order will be cancelled. A processing fee will be charged if special processing or packaging is necessary.

You agree that you will inform CONTRIBUTOR in writing of the date of receipt within five (5) working days of receiving MATERIAL undamaged or within twenty-four (24) hours of receipt or expected receipt if MATERIAL is damaged or lost. If MATERIAL is damaged or lost during shipment, CONTRIBUTOR will replace such MATERIAL, provided You have reported lost or damaged shipments to the applicable carrier and notified CONTRIBUTOR within twenty-four (24) hours.

TERMINATION

This MTA will be effective in perpetuity after the date of the last signature below unless and until terminated as provided hereunder. You may terminate this Agreement by written notice to CONTRIBUTOR at least thirty (30) days in advance of the desired date of termination. You understand that CONTRIBUTOR may terminate this Agreement at any time with written notice to You. On termination of this Agreement, You agree that any remaining MATERIAL will be returned (or destroyed remaining MATERIAL at CONTRIBUTOR's request). Upon termination of this Agreement You agree to discuss with CONTRIBUTOR the disposition of MODIFICATIONS.

MISCELLANEOUS

You may not assign or otherwise transfer this Agreement or any rights or obligations under this Agreement, whether by operation of law or otherwise. Any attempted assignment or transfer will be void and of no force or effect. This MTA, all documents incorporated herein by reference, constitute the entire agreement between CONTRIBUTOR and You with respect to MATERIAL and supersede all previous agreements or representations.

The above sections on OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTY, CONFIDENTIALITY; PUBLICATIONS, WARRANTY; WARRANTY DISCLAIMER, INDEMNIFICATION, and LIMITATION OF LIABILITY shall survive expiration or earlier termination of this Agreement.

SIGNATURES

You may not assign or otherwise transfer this Agreement or any rights or obligations under this Agreement, whether by operation of law or otherwise. Any attempted assignment or transfer will be void and of no force or effect. This MTA and all documents incorporated herein by reference, required for subsequent transfer of MATERIAL constitute the entire agreement between CONTRIBUTOR and You with respect to MATERIAL and supersede all previous agreements or representations.

The above sections on OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTY, CONFIDENTIALITY; PUBLICATIONS, WARRANTY; WARRANTY DISCLAIMER, INDEMNIFICATION, and LIMITATION OF LIABILITY shall survive expiration or earlier termination of this Agreement.

3. General Use Provisions and Copyright. You acknowledge that the Operators have spent valuable time and effort in developing this Web site. Thus, all materials provided on this Web site, including but not limited to all text, logos, designs, graphics, images, sounds, information, software, documents, products and services (collectively, the “Materials”), and the selection, arrangement and display thereof, are the copyrighted works of the Operators. All Materials herein and all software are proprietary to the Operators and protected by worldwide copyright and other intellectual property laws. Except as stated herein, none of the Materials may be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted, or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of the Operators.

4. Limited License. The Operators appreciate the opportunity to enter into this Agreement with You. Thus, as part of the Agreement, the Operators hereby authorize You to view the materials available on this web site. Except as expressly provided above, nothing contained herein shall be construed as conferring, by implications, estoppel, or otherwise, any license or right under any patent, trademark, or copyright of the Operators.

5. Trademarks. You acknowledge that the Operators and/or other third parties have made considerable efforts to increase the visibility, and therefore the value, of its trademarks, trade names, and service marks (the “Marks”). As such, the Marks displayed on this Web site are the property of the Operators and/or other third parties. Users are not permitted to copy or otherwise use these Marks without the prior written consent of the Operators and/or such third party which may own the Mark.

6. Compliance with Laws, Export Controls. You acknowledge that the software and any accompanying documentation and/or technical information is subject to applicable export

control laws and regulations of the United States of America. You agree not to export or re-export the software, directly or indirectly, to any countries that are subject to U.S. export restrictions.

7. Devices. You acknowledge that the Operators have spent considerable time and money in providing these Materials to You and various other individuals. Thus, you acknowledge that the Operators have an interest in maintaining a relatively responsive and reliable Web site. As such, You agree that You will not use any robot, spider, other automatic device, or manual process to monitor or copy our Web pages or the content contained herein without the prior expressed written permission of the Operators. You agree that You will not use any device, software, or routine to interfere or attempt to interfere with the proper working of this Web site or any listing, offer, or transaction being conducted on this Web site. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of this Web site.

8. No Unlawful or Prohibited Use. As a condition of Your use of this Web site, You warrant to the Operators that You will comply with all applicable laws, statutes, ordinances, and regulations regarding Your use of the service on this Web site and any related activities associated with this Web site. In addition, You warrant that You will not use this Web site in any way prohibited by these Terms and Conditions.

9. Links to Third-Party Web Sites. In an effort to provide better service to You, the Operators may provide links to Web sites operated by parties other than the Operators. Such hyperlinks are provided for reference only. You acknowledge that the Operators do not control such Web sites and are not responsible for their contents. The inclusion of hyperlinks to such Web sites does not imply any endorsement of the material on such Web sites or any association with their operators. If You decide to access any of the third-party sites linked to this Web site, You do so entirely at Your own risk.

10. General Disclaimer. Although the Operators have attempted to provide accurate information on the Web site, the Operators assume no responsibility for the accuracy of the information. All information provided on this Web site is provided “as is” with all faults without

warranty of any kind, either express or implied. The Operators hereby disclaim all warranties, express or implied, including, without limitation, those of merchantability, fitness for a particular purpose, title and non-infringement or arising from a course of dealing, usage or trade practice, except to the extent such disclaimers are held to be legally invalid.

11. Limitation on Liability. Neither the Operators nor any of their directors, members, managers, employees, agents, vendors, or suppliers will be liable for any direct, indirect, special, punitive, consequential, or incidental damages including, without limitation, lost profits or revenues, costs of replacement goods, loss or damage to data arising out of the use or inability to use this Web site or any services associated with this Web site, or damages from the use of or reliance on the information present on this Web site, even if the Operators have been advised of the possibility of such damages. To the extent that that You advise the Operators of any dissatisfaction with anything related to this Web site, You agree that You will do so according to the express procedure set forth herein. In return, the Operators shall attempt to reasonably cure such dissatisfaction. You agree that the Operators' assessment of what would be a reasonable cure shall be binding, and You will not contest the Operators' assessment.

12. Opportunity to Cure. Despite the express Limitation on Liability, as set forth herein, the Operators seek to maintain good relations with those who use the Materials. However, the Operators have limited assets and limited capacity to address certain issues. Thus, due to such limitations, the Operators set forth the following procedures for reporting any dissatisfaction. You acknowledge that these procedures are reasonable, and that You will strictly adhere to these procedures for reporting any dissatisfaction with this Web site. Should there be any dissatisfaction with any of the services offered by the Operators, You agree to provide express written notice to the Operators, and provide the Operators the opportunity to cure or accommodate the alleged dissatisfaction within a three (3) month period. The three (3) month period shall begin from the date that the written notice is received by the Operators. Such written notice shall be emailed to elmnt@ues.com. The written notice shall begin with a subject line (or title), which recites, in all capital letters, "REPORTING OF DISSATISFACTION WITH UES." You agree to strictly follow these procedures for reporting any dissatisfaction, without any deviation, prior to commencing any other action, legal or equitable, against the Operators and/or any of the Operating Entities of UES. If You commence any action against the Operators

and/or any of the Operating Entities prior to following these procedures, and prior to providing the Operators and/or the Operating Entities the opportunity to address any alleged dissatisfaction, then You agree to pay all costs associated with such action against the Operators and/or Operating Entities. Such costs shall include court fees, attorneys' fees, filing fees, incidental costs, travel costs, lodging expenses, and any other costs, both foreseeable and unforeseeable, that are incurred by the Operators and/or Operating Entities in defending against such action. In other words, You acknowledge that the Operators and/or Operating Entities have limited resources, and, as such, You agree to incur any and all costs that are associated with defending any actions against the Operators and/or Operating Entities, whether initiated by You or by the Operators and/or Operating Entities.

13. Modification of the Web Site. The Operators (and/or its suppliers) reserves the right in its sole discretion to improve, modify, or remove any information or content appearing on the Web site. The Operators may discontinue or revise any or all aspects of the Web site in its sole discretion and without prior notice.

14. Modification of These Terms and Conditions. The Operators reserve the right to change at any time the terms, conditions, and notices under which this Web site is offered and/or operated. Modification of this contract will be deemed effective upon publication on the Web site. It is Your responsibility to check terms and conditions of this Agreement at the time of each use.

15. Severability. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

16. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between You and the Operators pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements

between You and the Operators. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this Agreement.

17. Choice of Law and Choice of Forum. The final contents of this Web site are reviewed and approved by legal counsel for the Operators prior to being published on the Web site. While the articles and information on this Web site are authored by one or more distinct individuals from different venues, the review and approval process, which accounts for a majority of the activities relating to the publishing of the articles or information on this Web site, takes place at the location of the legal counsel for the Operators. Currently, that location is in Dayton, Ohio. Insofar as the bulk of the activities relating to the publication of the Web site occur in Dayton, Ohio, You agree that this Agreement is governed by the laws of the State of Ohio, without regard to its conflicts of laws principles. You hereby consent to the exclusive jurisdiction and venue of courts in or nearest to the United States District Court for the Southern District of Ohio, Western Division, in all disputes arising out of or relating to the use of this Web site. Use of this Web site is strictly prohibited in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

18. Services Not Provided. In connection with Your use of this website and/or services, You acknowledge and agree as follows (a) the Operators are not responsible for the content of, nor do they endorse, the third-party websites to which You may link using this Web site; (b) the Operators do not guarantee the accuracy of any information available on this Web site, and are not responsible for any errors, omissions, or misrepresentations, and all information obtained on this Web site must be verified independently; (c) the Operators may make changes to its products and/or services and this Web site at any time and without notifying You or receiving Your consent; and (d) While the Operators comply with state and federal civil rights laws, the Operators do not monitor transmissions of information by others and thus assumes no liability for the failures of others to comply with such laws.

19. Contract Interpretation. Having fully read and understood this Agreement, You agree that any ambiguity in this Agreement shall be strictly construed in favor the Operators.