PREDICINE, INC.
TERMS AND CONDITIONS

ENTIRE AGREEMENT

The Terms and Conditions set forth herein, together with those appearing on the face hereof and in any schedules attached to the Agreement where the goods to be furnished are to be specially manufactured for Buyer, (ii) methods of shipment or packing: (c) place of delivery; and (d) time of delivery or performance. If any such change causes an increase or decrease in the price, or the time required for delivery or performance as required hereunder and in accordance with the specifications, drawings, and data incorporated into the Agreement where the goods to be furnished are to be specially manufactured for Buyer; (b) furnished are to be specially manufactured for Buyer; (a) materials and workmanship. These warranties shall survive Buyer's acceptance of the goods or services and payments therefor and shall be in addition to all other warranties given to Buyer by Seller or by law.

INDEMNITY. Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company and their subsidiaries, affiliates, successors or assigns and their respective directors, officers, agents, employees and customers, from and against any and all losses, claims, demands, suits, actions, proceedings, judgments, losses, costs and expenses (including without limitation reasonable attorney's fees, costs and expenses) arising out of or in connection with any claim that such Indemnitee's use or possession of the goods or receipt of the services, or any part thereof, is not proper, unauthorized or illegal in any party intellectual property right. These warranties shall survive Buyer's acceptance of the goods or services and payments therefor and shall be in addition to all other warranties given to Buyer by Seller or by law.

BUYER'S PROPERTY

All special dies, molds, tools, tooling, patterns, jigs, fixtures, drawings, specifications, documents, materials, equipment and other items, supplied by Buyer to Seller, or purchased or fabricated by Seller for Buyer, including but not limited to any items that are purchased or fabricated by Seller in order to provide Buyer with the goods or services hereunder, shall remain the sole property of Buyer and no title or copyright or other right shall pass from Seller to Buyer nor shall any license or other rights be granted by Buyer to Seller by virtue of the Agreement or otherwise. Seller understands and agrees that Buyer's Property is proprietary to Buyer, and Seller shall not use, copy, distribute, reengineer, decompile, sell, lease or otherwise transfer, modify, or alter the Buyer's Property except as expressly permitted in writing by Buyer. Buyer, in its discretion, may use any such Buyer's Property in the development or manufacture of additional products or services, and may assign or license Buyer's Property to any third party and retain any and all such rights, titles, interests, claims, and improvements to Buyer's Property. Buyer may also use this Buyer's Property to the extent necessary to fulfill all of Buyer's obligations to Buyer's customers (collectively, "Buyer's customers") and all other third parties. Seller shall require all such third parties to keep Buyer's Property confidential and to comply with all of Buyer's Property ownership rights in the Buyer's Property.

CLAIMS

At Seller's sole expense, Seller shall defend, indemnify and hold Buyer and its affiliates and their respective officers, directors, agents and employees, and Buyer's and its affiliates' licensees, sublicensees and assigns against any and all claims, suits, actions, demands or proceedings arising out of Seller's performance of the obligations hereunder, or any alleged defects or injuries caused thereby, and shall pay all fees, fines and expenses incurred in connection therewith, including attorney's fees.

REMEDIES

If Seller breaches the Agreement, Buyer may exercise any and all of its rights and remedies available hereunder in equity and at law, which rights and remedies shall be cumulative. If Buyer elects to terminate the Agreement, Buyer may in addition thereto, among other things, recover any and all Losses suffered by Buyer as a result of Buyer's termination of the Agreement and any other Losses resulting from Buyer's reliance on representations made by Seller in connection with the Agreement, including, but not limited to, any Losses incurred by Buyer in connection with the lost, deferred or foregone use of funds, lost or deferred or foregone income or gross profit, any bad debts, losses caused by delayed delivery or performance, any indemnification or other obligations, and all other Losses, including any consequential, incidental or punitive damages or liabilities. Any and all Losses actually or reasonably incurred by Buyer as a result of Seller's breach of the Agreement shall be deemed a material breach of this Agreement.

PENDING TERMINATION

When the parties agree that Seller shall attempt to cure a material breach within 30 days of notice, Buyer may delay the order for a period of 30 days provided that, during such period, Seller shall correct the breach. Failure to correct the breach within such period shall constitue a material breach of this Agreement and Buyer shall have the right to terminate the Agreement.