PURCHASE ORDER
TERMS AND CONDITIONS

1. Sale and Purchase of Goods and/or Services: Supplier's provision of all goods and/or services (the "Goods/Services"), as set forth in the Purchase Order (the "PO"), is conditioned on Supplier's agreement to the terms and conditions set forth in this Purchase Order, and any Flow Exhibit(s) ("Exhibits"). Supplier shall not have any rights to the Goods/Services until paid in full. Any authorization by SKAPS, to the extent inconsistent herewith, shall be of no force or effect. Supplier acknowledges and agrees that acceptance of any Goods/Services shall not be deemed a waiver by Supplier of any rights of SKAPS under this Agreement. Any unauthorized delivery of Goods/Services hereunder shall be returned at Supplier's expense, but no such act shall constitute a breach of this Agreement.

2. Payment: Supplier shall invoice Buyer upon completion of each deliverable, or on a monthly basis, whichever occurs first. Invoices shall be paid in accordance with the terms of the PO. Supplier shall present invoices to Buyer, which shall be net thirty (30) days from invoice date, exclusive of all costs, fees, expenses or damages arising from the infringement or alleged infringement of the intellectual property, patents, copyrights, trademarks, trade secrets, or other proprietary rights of Supplier or any third party. Any failure or delay to perform a timely delivery of Goods/Services shall result in the deduction from the undisputed amount due for any damage due to Supplier's breach of the Agreement. The undisputed amount shall be reduced by an amount equal to the total amount of any invoice or invoices for Goods/Services hereunder for which Buyer has not received, and is not required to receive, the Goods/Services.

3. Termination: Supplier shall not have the right to terminate the Agreement immediately, unless written notice to Supplier (upon the filing of any petition, consent or application under any federal or state bankruptcy law or any other law by or against Supplier which Supplier is alleged to be insolvent or unable to pay its debts as they become due, or as it assigns assets or merges with another concern, or if the PO is cancelled or re-issued within the thirty (30) day period following the issuance of the PO), or if Supplier is in default of any provision of the Agreement. If Supplier is in default of any provision of the Agreement, Buyer may terminate this Agreement immediately, provided Buyer has given written notice to Supplier of such default. Supplier shall have no further rights or duties with respect to the defaulted Goods/Services or the Agreement following termination.

4. Remittance: All remittances and other financial transactions shall be conducted through electronic funds transfer ("EFT"), through the Buyer's account with the bank on file with Buyer. Buyer shall have the right to offset against payments due hereunder for any damage due to Supplier's breach of the Agreement. The undisputed amount shall be reduced by an amount equal to the total amount of any invoice or invoices hereunder for which Buyer has not received, and is not required to receive, the Goods/Services.

5. Miscellaneous: Any failure or delay in performance more than twenty (20) days past the delivery date shall be considered an excusable delay. Any failure or delay in performance by Supplier shall be excused if caused by an act of God (collectively, "Force Majeure"), including, but not limited to, strikes, fires, floods, storms, earthquakes, acts of war, acts of terrorism, labor disputes, civil disorders, civil or military authority requisition, requisition of materials, procurement of replacement materials, transportation difficulties, and any other natural or man-made causes that are beyond the control of Supplier. In the event that a Force Majeure event extends for thirty (30) or more days, Supplier shall have the right to terminate this Agreement.

6. Governing Law: Any disputes arising from this purchase order shall be governed by and construed in accordance with the laws of the State of Georgia.