TRX SYSTEMS, INC. STANDARD TERMS AND CONDITIONS OF SALE

1. Overview.
TRX Products and Accessories ("Products") and the computer software program(s) integrated in the Product ("Software") sold by TRX Systems ("TRX") to buyers of TRX Products ("Customers") are subject to these Standard Terms and Conditions of Sale (this "Agreement") and the applicable TRX End User License Agreement for the Product purchased (a copy of which is attached to the applicable Sale Order) (the "End User License Agreement"). Customer agrees to ensure that its authorized end users of each Product shall accept and comply with the terms of the applicable End User License Agreement, and shall be responsible for any such user's breach thereof; provided that in the event of any conflict between the End User License Agreement and these Standard Terms and Conditions, the Standard Terms and Conditions will control to the extent necessary to resolve the conflict. The Software is licensed and not sold to the Customer in connection with the sale of the Product described in the Sale Order. At its sole discretion, TRX may publish revisions to the Standard Terms and Conditions of Sale from time to time. **Please note** that pursuant to Section 9 hereof, Customer expressly acknowledges and agrees that all information generated by or derived from the integration testing or general performance testing of the Products is highly sensitive and must be kept strictly confidential and may not be disclosed to any third party without first obtaining TRX's express prior written authorization.

2. Developmental Prototypes. TRX may manufacture or assemble preliminary versions of a product, system, or component for the purposes of early testing, evaluation, and validation only, including but not limited to feasibility assessments, performance evaluations, platform and client system integration, and check-out procedures. Developmental Prototypes may not have undergone full production processes or quality assurance checks and may not represent the final, market-ready product. Customer acknowledges that a Developmental Prototype is not intended for operational deployment.

3. Purchase Orders. Customer shall contact TRX with requests for Products via email at Orders@trxsystems.com. TRX shall acknowledge receipt of such order and, if approved, provide Customer with an Order Acknowledgment form. Purchase Orders shall specify Products ordered, price, payment terms, shipping information, delivery dates, and destination. The terms and conditions of this Standard Terms and Conditions of Sale constitute the entire understanding of the parties and shall be a part of and shall govern each Purchase Order, unless otherwise so stated therein. Any Customer initiated modifications or revision of any provisions hereof or any additional provisions contained in any Order, acknowledgment or other form of the Customer is hereby expressly objected to by TRX and shall not operate to modify these Terms, and TRX's agreement hereto is expressly conditioned on and limited to the provisions hereof. Nothing in an Order or these Terms shall create any relationship between, or confer any benefit upon, any person other than TRX and the Customer executing an Order. An Order and these Terms may be amended only by a written instrument signed by both parties. No other terms and conditions shall apply.

4. Acceptance. RECEIPT OF CUSTOMER'S PURCHASE ORDER DOES NOT AUTOMATICALLY CONSTITUTE ACCEPTANCE. CUSTOMER'S PURCHASE ORDER WILL BE ACCEPTED UPON TRX'S REVIEW AND SUBMITTING A SALES ORDER ACKNOWLEDGMENT FORM TO THE CUSTOMER. CUSTOMER'S PURCHASE ORDER SHALL BE MADE EFFECTIVE AS OF THE DATE OF CUSTOMER'S INITIAL ORDER SUBMISSION. CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT SHALL BE CONCLUSIVELY PRESUMED (i) BY TRX'S FULFILLMENT OF THE ORDER; (ii) BY CUSTOMER'S ACCEPTANCE OF ALL OR ANY PART OF THE PRODUCTS ORDERED; AND (iii) IF PAYMENT IS MADE BY CUSTOMER FOR ALL OR ANY PART OF THE PRODUCTS ORDERED. NONE OF THESE TERMS AND CONDITIONS MAY BE ADDED TO, MODIFIED, SUPERSEDED, OR OTHERWISE ALTERED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED EXECUTIVE OF TRX.

5. Payment Terms. Payment in full is required in advance unless TRX has established a credit account for Customer, TRX has approved credit payment terms in writing, and the credit account is not past due, or unless the TRX Sales Quote associated with the Purchase Order sets alternative payment terms. Prepayment accounts shall receive a TRX invoice after TRX's receipt of the Purchase Order, and shipment will occur only after TRX has received payment in full. Late Payment Fees. Any amounts remaining unpaid after the due date of each invoice shall be subjected to an additional late fee which shall be equivalent to one and one-half percent (1.5%) per month of the overdue balance.

6. Taxes. Prices for TRX's Products are exclusive of applicable taxes, tariffs, license and regulatory fees and surcharges, including, without limitation, export licenses, fees and taxes, sales, use, service, occupation, retailer's, personal property and excise taxes, and all other applicable fees or assessments (collectively herein referred to as "Taxes"). Taxes shall be the responsibility of the Customer.

7. Warranty/Disclaimers. TRX WARRANTS THAT FOR TWELVE (12) MONTHS FROM THE DATE OF SHIPMENT OF THE PRODUCT ("WARRANTY PERIOD"), THE PRODUCT SHALL DELIVER ESSENTIAL PERFORMANCE REQUIREMENTS WITHOUT MATERIAL DEFECTS UNDER ITS INTENDED USE. IF TRX RECEIVES NOTICE OF NON-CONFORMANCE DURING THE WARRANTY PERIOD, THEN TRX SHALL, IN ITS DISCRETION, SEEK TO CORRECT THE NON-CONFORMING ISSUE BY REPAIRING OR REPLACING THE PRODUCT AT NO ADDITIONAL CHARGE TO CUSTOMER. ALL WARRANTY CLAIMS MUST BE RECEIVED ON OR BEFORE THE EXPIRATION OF THE WARRANTY PERIOD. EXCEPT FOR THE WARRANTY EXPRESSLY STATED ABOVE, CUSTOMER ASSUMES FULL RESPONSIBILITY FOR (i) THE SELECTION OF THE PRODUCT; (ii) THE PROPER INSTALLATION AND USE OF THE PRODUCT; (iii) VERIFYING THE RESULTS OBTAINED FROM THE USE OF THE PRODUCT; (iv) TAKING APPROPRIATE MEASURES TO PREVENT LOSS OF DATA, PROTECT AGAINST VIRUSES AND PROTECT AGAINST SECURITY BREACH; AND (v) PROCURING AND MAINTAINING THE PROPER HARDWARE, SYSTEMS, AND/OR NETWORK INFRASTRUCTURE REQUIRED FOR THE OPERATION
OF THE PRODUCT. TRX DOES NOT WARRANT THAT

THE QUALITY OR PERFORMANCE OF THE PRODUCT SHALL MEET CUSTOMER'S REQUIREMENTS, THAT THE PRODUCT WILL BE COMPATIBLE WITH ANY PARTICULAR THIRD-PARTY USER PLATFORM OR INTERFACE, THAT

CUSTOMER SHALL BE ABLE TO ACHIEVE ANY PARTICULAR RESULTS FROM USE OF THE PRODUCT, OR THAT THE PRODUCT SHALL OPERATE FREE FROM ERROR. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, TRX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCT AND ANY OTHER ITEMS OR SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER WAIVES, DISCLAIMS, AND RELEASES TRX FROM ANY OBLIGATION, LIABILITY, RIGHT, REMEDY, OR CLAIM WITH RESPECT TO ANY BUG, DEFECT, VIRUS, SECURITY BREACH, DEFICIENCY, OR ERROR IN THE PRODUCT, SOFTWARE, DOCUMENTATION, OR ANY OTHER ITEMS FURNISHED HEREUNDER.

8. LIMITATION OF LIABILITY. TRX'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, AND CUSTOMER'S SOLE REMEDY AGAINST TRX FOR ALL CLAIMS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF GENERAL MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER FOR THE SALES ORDER CONNECTED TO THIS AGREEMENT TO TRX UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

9. Intellectual Property and Confidentiality. Unless otherwise provided for in a license associated with an applicable Order, all right, title and interest in and to all intellectual property incorporated in the Products including all intellectual property worldwide including, but not limited to, inventions, patents, copyrights (including renewal rights), trademarks, trade secrets, know-how, confidential information, computer software (including source code), ideas, processes, discoveries, methods, and all other forms of intellectual property and any applications for registration thereof, are and shall remain the sole and exclusive property of TRX, or its suppliers of the Products. No rights therein are granted to Customer. TRX makes no representation, guarantee, or warranty as to the scope or validity of any intellectual property rights or that Customer's use of the Product shall be free from infringement of any intellectual property rights held by third parties. TRX incurs no obligation or liability for bringing actions against third parties for alleged intellectual property rights infringement within the scope of this Agreement or for defending Customer against the same. Customer further acknowledges and agrees that any information generated or derived from the integration testing or general performance testing of the Products, including without limitation any such testing data that may be deemed "Controlled Unclassified Information" pursuant to applicable U.S. federal laws and regulations, is highly sensitive in nature and shall be kept strictly confidential by Customer and may not be disclosed to any third party for any purpose absent the express prior written authorization of TRX in each instance (except as otherwise expressly required pursuant to government order or the operation of applicable law). Customer acknowledges that any unauthorized disclosure of this highly sensitive information could result in the compromise of critical program data that could materially and adversely impact the effectiveness of military operations. Customer further acknowledges that its breach of the confidentiality obligations under this paragraph may cause TRX irreparable harm in an amount not readily calculable as money damages, and accordingly agrees that in the event of such actual or threatened breach, TRX will be entitled to seek preliminary and/or final injunctive relief therefor, without the necessity of posting bond or other security, and without prejudice to any other available remedy.

10. Shipment / Delivery. Shipping dates will be provided with TRX's receipt of a Purchase Order and any payment requirements as set forth herein. However, the actual shipping date shall be subject to material availability, and TRX makes no guarantee whatsoever of shipment or delivery of Products. TRX will use its reasonable efforts to meet delivery dates specified in Customer's Purchase Order. However, ship dates set forth shall be TRX's reasonable estimates only and shall not constitute a binding commitment on the part of TRX for the delivery date of the ordered Products.

11. Risk of Loss. TRX shall bear risk of loss, theft, damage, or destruction to the items covered by any Order issued to TRX until the transfer of possession from TRX or the first common carrier to Customer's representative at the delivery point per the applicable shipping term. Upon transfer, risk of loss, theft, damage or destruction shall transfer from TRX to Customer.

12. Security Interest. TRX shall retain a security interest in Products until the entire balance of the invoice and all other monies payable to TRX are paid in full, notwithstanding that the Products have been delivered to Customer. Customer hereby authorizes TRX to execute and file financing statements describing the Products and other documents which TRX may request to evidence its security interest. This Section creates a "Security Agreement" between the parties with respect to Products.

13. Force Majeure. TRX shall not be held liable for any delay or failure to perform due to any cause beyond its control, including, but not limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or lack of supplies due to a supplier's inability or failure to deliver materials. The Product delivery schedule shall be considered extended by a period equal to the time lost because of any such excusable delay.

14. Indemnification. Customer shall indemnify, defend, and hold harmless TRX and its affiliates, the assignees of each, and their respective directors, officers, agents, and employees, from and against all claims and liabilities arising out of or in any way relating to Customer's performance under this

Agreement or Customer's use of the Product. This indemnity includes costs, expenses, and attorneys' fees arising out of or relating to (i) injury to or death of any person, including employees of Customer, but not employees of TRX; or (ii) loss of or damage to any property; and (iii) successfully establishing the right to indemnification.

15. Termination. Customer may terminate at any time, however, if Customer terminates, it shall compensate TRX for all duly authorized work performed and reasonable costs incurred prior to the actual receipt of notice of termination. Reasonable costs shall include, but are not necessarily limited to, costs incurred that cannot be mitigated using reasonable commercial efforts. TRX also retains the right to immediately terminate for default in instances of bankruptcy, insolvency, or an ineligibility determination by a governmental entity (e.g. suspension, debarment, etc.). TRX may also terminate in the event of a material breach of an Order or this Agreement.