

GENERAL DYNAMICS

Itronix

December 17, 2008

Mr. Mike Stickney
Oklahoma Department of Environmental Quality
PO Box 1677
Oklahoma City, OK 73101-1677

RECEIVED
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LAND PROTECTION DIVISION
DEPARTMENT OF ENVIRONMENTAL QUALITY

Dear Mr. Stickney:

Disposal of electronic waste in compliance with national, state and local guidelines is a concern to all electronic equipment manufacturers. Many states currently offer local recycling programs for used notebooks, desktops and monitors. When these services aren't available or aren't appropriate for the disposal of equipment, General Dynamics Itronix offers a recycling program for Tadpole, Itronix and General Dynamics Itronix branded products.

This program is separate from and in addition to General Dynamics Itronix's "Trade-In Trade-Up" program. Equipment returned for recycling will not be refurbished for reuse.

General Dynamics Itronix will work with third party processors of electronic waste to ensure products are disposed of in an environmentally safe manner. We will support them in preventing exports of environmentally sensitive material (as defined below) to developing nations. Additionally, all parties processing these waste products shall meet environmental, health and safety standards for the industry.

As part of our commitment to the environment and the effort for continual improvement we will track and document the amount of material processed through this disposal channel.

General Dynamics Itronix offers recycling and disposal at no charge to our clients in the United States for any Tadpole, Itronix, or General Dynamics Itronix branded products. To obtain the address of the nearest electronics waste processor, customers must either call our service center at 1-800-638-9270, option 2, or must go to our website at www.gd-itronix.com/recycle and indicate acceptance of the following terms:

12825 E. Mirabeau Parkway
Spokane Valley, WA 99216
Tel: 509 624 6600
800 441 1309
www.gd-itronix.com

General Dynamics Itronix Computer Hardware Recycling Service Agreement for US

TO COMPLETE THIS TRANSACTION, PLEASE READ THE FOLLOWING COMPUTER HARDWARE RECYCLING SERVICE AGREEMENT FOR THE UNITED STATES ("AGREEMENT"). BY OFFERING COMPUTER HARDWARE FOR SHIPPING TO GENERAL DYNAMICS ITRONIX ("GD-ITRONIX") FOR RECYCLING, YOU, AND THE ENTITY THAT YOU REPRESENT IF YOU ARE REQUESTING SERVICES ON BEHALF OF AN ENTITY, (COLLECTIVELY, "CUSTOMER") ARE INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT'S TERMS AND CONDITIONS.

SCOPE OF AGREEMENT

Under the Agreement, GD-Itronix provides a service under which a third party contractor ("Recycler") agrees to recycle at the third party's facility ("Recycling Facility"). After Customer's Itronix or General Dynamics Itronix branded equipment is inspected and accepted at a Recycling Facility in accordance with the provisions under "Acceptance" below, Customer's Itronix or General Dynamics Itronix branded equipment will be recycled in accordance with this Agreement.

CUSTOMER RESPONSIBILITIES

General

Customer is the generator of all Itronix or General Dynamics Itronix branded equipment. At all times prior to acceptance by the Recycler at the Recycling Facility, Customer is responsible for properly managing Tadpole, Itronix or General Dynamics Itronix branded equipment.

Where Customer supplies GD-Itronix with the serial numbers of equipment that has been recycled, GD-Itronix will update the database to show this equipment as retired.

Except as required by certain state laws, Customer is responsible for freight costs. Customer is also responsible for ensuring that Customer's Itronix or General Dynamics Itronix branded equipment is shipped to the appropriate Recycling Facility designated by GD-Itronix. Under no circumstances is Customer authorized hereunder to ship any unwanted computer hardware to any other location.

Customer also is the generator of and responsible at all times for Customer's computer hardware, including but not limited to data security, that is *not* accepted by the Recycler in accordance with the provisions under "Acceptance" below.

Quantity

Customer shall ensure that each shipment to a Recycling Facility pursuant to this Agreement contains not more than TWENTY (20) items of Itronix or General Dynamics Itronix branded equipment. Shipments greater than TWENTY (20) items may require special shipping arrangements. Please contact the General Dynamics Client Care Center at 1-800-638-9270, Option 2, for more information.

Note: one keyboard, mouse, or accessories accompanying a computer or other device

does not count towards the twenty item limit. Some carriers selected by Customer may have more restrictive quantity limits—the Customer is responsible for identifying and complying with such limits.

Unacceptable Items

Notwithstanding anything herein to the contrary, the following items are UNACCEPTABLE and SHALL NOT BE INCLUDED IN SHIPMENTS TO ANY RECYCLING FACILITY under this Agreement:

- Loose or cracked batteries. Contact the General Dynamics Client Care Center at 1-800-638-9270, Option 2 for more information about rechargeable battery recycling.
- Chemicals of any type
- Broken glass
- Any shipment designated as hazardous waste (e.g. shipped using a Uniform Hazardous Waste Manifest in the U.S.)
- Any items that are contaminated or suspected of being contaminated with chemicals, biological agents, insects, blood, or other substances that are not integral to the original new equipment or otherwise associated with normal office or household environments
- ANY PRODUCTS, ITEMS, OR MATERIALS OTHER THAN ITRONIX OR GD-ITRONIX BRANDED EQUIPMENT.

Deletion of Confidential Data

Customer is responsible for the deletion of all confidential data that may be contained within Itronix or General Dynamics Itronix branded equipment. Customer acknowledges that neither GD-Itronix nor any Recycler will in any way be responsible for confidential data that is not removed from Customer equipment prior to recycling.

Packaging and Shipping

Customer is responsible for properly packaging and labeling Itronix or General Dynamics Itronix branded equipment in accordance with all applicable legal requirements. Where original packaging is available, this may be used. Customer remains responsible for all packaging and labeling obligations. After packaging, Customer must arrange to ship Itronix or General Dynamics Itronix branded equipment to one of the Recycling Facilities designated by GD-Itronix.

When shipping Itronix or General Dynamics Itronix branded equipment to a Recycling Facility pursuant to this Agreement, Customers may use only a SURFACE MODE of transport, and must not ship by air. In addition, Customer is responsible for complying with any packaging, labeling, or other requirements or restrictions imposed by the carrier or transporter with whom Customer arranges shipping to the Recycling Facility located in the United States.

ACCEPTANCE

Upon delivery of each shipment of Customer's unwanted computer hardware to the Recycling Facility, Recycler shall have a period of ten (10) business days from the date of delivery to inspect such unwanted computer hardware to determine whether it constitutes Itronix or General Dynamics Itronix branded equipment and will be accepted by Recycler.

Recycler reserves the right to refuse any shipment that is; (1) not Itronix or General Dynamics Itronix branded, (2) appears to be contaminated, or (3) damaged or broken in such a way as to cause harm to their employees if the materials were processed. If

Recycler rejects all or any portion of Customer's unwanted computer hardware, Recycler may return Customer's shipment to Customer, unless such return is not permitted under applicable law. If return of Customer's shipment to Customer is not permitted, Customer will be notified and will be responsible for all costs and expenses incurred by General Dynamics Itronix or Recycler in connection with the management and/or disposal or ultimate disposition of Customer's rejected shipment. For purposes of this provision, a "business day" means a day other than a Saturday, Sunday, or Holiday on which banks in the jurisdiction in which the Recycling Facility is located are open for general business.

LIMITED WARRANTY

General Dynamics Itronix warrants that it will enter into contracts with Recyclers that require the Recyclers to perform Services using reasonable care and skill.

THIS WARRANTY IS CUSTOMER'S EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

GENERAL DYNAMICS ITRONIX' AGGREGATE LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ALL CLAIMS AND CAUSES OF ACTION HEREUNDER ARISING WITH RESPECT TO ANY SHIPMENT OF ITRONIX OR GENERAL DYNAMICS ITRONIX BRANDED EQUIPMENT SHALL BE LIMITED TO THE FEES AND EXPENSES ACTUALLY PAID BY THE CUSTOMER TO THE CARRIER OR TRANSPORTER WITH WHOM CUSTOMER ARRANGED TRANSPORT OF THE SHIPMENT TO THE RECYCLING FACILITY.

THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORTS. IN NO EVENT WILL GENERAL DYNAMICS ITRONIX BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF DATA, LOSS OF PROFITS OR LOSS OF SAVINGS OR REVENUE, EVEN IF GENERAL DYNAMICS ITRONIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

GD-Itronix does not represent that Customer is eligible for a charitable tax deduction as a result of this Service.

Neither Customer nor GD-Itronix will bring a legal action, under this Agreement, more than two years after the cause of action arose unless a longer period for legal actions is required by applicable local law and a contractual waiver or limitation of such longer period is not permitted by applicable local law.

Neither party will be liable for its failure to fulfill any obligation hereunder due to causes beyond its reasonable control.

Customer may not assign, or otherwise transfer, this Agreement or any rights under it without GD-Itronix' prior written consent. Any attempt to do so is void.

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

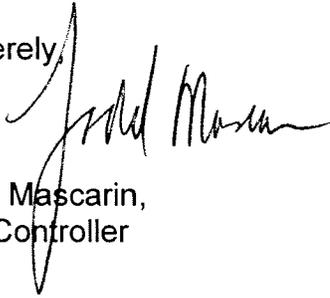
This Service and this Agreement are offered only in the United States.

U.S. Customers: This Agreement is made under and will be construed in accordance with the law of the State of Washington without giving effect to its choice of law rules.

This Agreement is the complete and only agreement regarding Customer's purchase of the Service for Itronix or General Dynamics Itronix branded equipment.

Should you have any further questions regarding General Dynamics Itronix's TakeBack program, please contact Michelle Hentschel at 509-742-1367 or michelle.hentschel@gd-itronix.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Mascarin". The signature is written in a cursive style with a large, sweeping initial "T".

Todd Mascarin,
Site Controller