

Standard Terms and Conditions
[Purchase Agreement]
Form 100

DEFINITIONS:

Supplier: fP Technologies of Ohio, Inc., an Ohio corporation, with a corporate address of 432 W Gypsy Lane Road, Bowling Green, Ohio 43402.

Customer: The Company, organization, or individual who is purchasing goods and services from the Supplier

Pricing

Prices, specifications and availability of products are subject to change without notice. Published prices do not include shipping, sales tax, and any custom clearing duties and taxes, or insurance.

Payments

The Supplier accepts checks and VISA, MasterCard, and other major credit cards for purchases.

All payments must be in U.S. Dollars. Current billing addresses and phone information must be included with every order.

Sales Tax will be charged depending on the shipping address as required by law.

Software License

The Software is licensed to the customer only under the terms and conditions of the Supplier's Software License Agreement (see Form 100 Schedule B) and any other third party license agreements that may apply. Software is licensed to be used on one system (server or personal computer) and no executable program, script, menus or file shall be transferred or used on another (second system, etc.) system, except for use as an emergency backup, without prior written authorization of the Supplier or the customer shall be in violation of the license agreement. Some products are sold with associated annual license fees.

Current Version

The Supplier reserves the right to make available for sale and shipment only the most current version of its software. Requests from the Customer for the previous version of the software will be considered based upon the circumstances. If the circumstance governing the request allows the Supplier to make an exception to this term and condition, a handling charge of up to the 50% of the normal upgrade price to the current version will apply to the distribution of the previous version.

Technical Support

The Supplier provides product technical support on a for fee basis. This is done both on a per incident basis and Annual Technical Services Contract. Free telephone and e-mail **installation** technical support will be available for 30 days from the date of initial license invoice to new Developers. Free technical support does not apply to application development support. All costs for calls to our Technical Support Department are the Customer's responsibility. Beyond the thirty (30) day period, the current technical support fees will apply.

Shipping

All shipments will be FOB Tampa, Florida, USA

The Supplier makes every effort to ship orders within 48 hours of being placed, unless a product is on back order, limited availability or special order status. Order processing times are contingent upon credit card verification. Posted shipping times are business days and do not include weekends or holidays.

Shipping and handling charges are included as part of your order total.

The Supplier offers a variety of shipping options to satisfy your shipping needs. Unless otherwise specified, the Supplier ships all orders via UPS ground service. The Supplier is unable to ship to PO Boxes.

All shipments are insured and guaranteed against loss, theft and damage.

All shipping and handling charges are quoted in U.S. Dollars.

Returns:

A return is defined as the purchase of a product(s) and then wishing to return it for credit. All items, except the items listed on the Supplier's Form 100 Schedule a NON-RETURN LIST, (see following pages) may be returned within thirty (30) days of date of purchase upon approval of the Supplier. Since the Supplier provides evaluation copies of their products, every effort has been made to insure that the product(s) will meet the Customer's requirements prior to purchase. Only in extreme situations will returns be approved by the issuance of a RMA number for the return of the product(s). The amount of purchase will be credited to the customers account and may be subject to a 20% restocking charge. By accepting the RMA the Customer agrees to delete the product(s) and license(s) being return from their server(s) or personal computer(s) prior to returning the products. The product(s) must be in new condition including: original media, packaging, license(s), manual(s) or accessories originally shipped. Failure to do so may be considered a default and void this return policy. The Supplier shall void the license in their system and should the Customer fail to remove the product(s) from their systems and try to upgrade the product(s) in the future, the Supplier may seek legal action, which may result in the termination of the Customer license(s), monetary damages, and future business relationships.

Exchanges:

A product exchange is defined as the desire to return a product for the like product with a different user count, operating system or machine name or number. Exchanges can occur for several reasons:

Lower user counts. The product is purchased for usage on a server or personal computer; however, the Customer finds out that he no longer needs the required number of users. If exchanged within 45 days of purchase, the Customer will be credited the original purchase price less a 15% handling fee. A new or revised license will be issued at the regular purchase price less any discounts available. Any refund due the Customer will be credited to their account and applied toward future purchases.

Moving to a new operating system. Exchanges occurring when moving from one operating system to another will require a new license and new media. The original license will be voided and a new license will be issued at the current price less any discount available (see pricing information page for more details). The Customer certifies by requesting and accepting the NEW license that they have removed all of the software and licensing information from prior machines and destroyed all copies of the software.

Moving to a new server or personal computer. Exchanges occurring for a NEW machine with the SAME operating system will require that the original license be voided A new license will be issued for the *new* machine at the regular price less any discount available (see pricing information page for more details). The customer certifies by requesting and accepting the NEW license that they have removed and destroyed all

copies of the original license files. The media will remain, since the exchange is dealing only with the license files.

Trademarks

filePro, filePro Plus is a registered trademark of the Supplier. Trademarks on other products supplied under these standard terms and conditions are the property of their respective owners.

DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY.

Licensor makes no warranty of any kind, express or implied, with regard to the Product provided hereunder. The Software is licensed to the customer only under the terms and conditions of the Supplier's Software License Agreement (Form 100 Schedule B) and any other third party license agreements that may apply. The Supplier does not warrant or represent that the operation of the Product will be uninterrupted or error free, or that any defects in the Product are correctable or will be corrected. (See SOFTWARE LICENSE AGREEMENT for more details)

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THE FOREGOING WARRANTIES ARE IN LIEU OF, AND LICENSOR DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. IN NO EVENT WILL THE SUPPLIER BE LIABLE TO CUSTOMER OR ANY OTHER INDIVIDUAL OR ENTITY CONNECTED WITH CUSTOMER FOR ANY CLAIM, LOSS, OR DAMAGE OR ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT OR ARISING OUT OF OR IN CONNECTION WITH (1) THE DEFICIENCY OR INADEQUACY OF THE SOFTWARE FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO CUSTOMER; (2) THE USE OR PERFORMANCE OF THE SOFTWARE OR ANY FILES, DATA OR COMPUTER SYSTEMS RELATED THERETO OR USED IN CONNECTION THEREWITH; (3) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE SOFTWARE, OR ANY FILES, DATA, OR OTHER COMPUTER SYSTEMS; (4) ANY SOFTWARE FAILURE; OR (5) ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR LOSS OR DAMAGE OF ANY KIND OR NATURE RESULTING FROM THE FOREGOING, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Disposition of Software. Customer may not transfer, sell, assign, pledge or otherwise dispose of any Software provided hereunder without the Supplier's prior written permission, or allow any liens or other legal claims to be made against the Software as a result of customers use.

Applicable Law. The parties hereby agree that any dispute regarding the interpretation or validity of, or otherwise arising out of, these standard terms and conditions for sale, or relating to the Software licensed hereunder shall be subject to the exclusive jurisdiction of the courts, and governed by the laws of the State of Ohio, without regard to that body of law controlling conflicts of law.

Export. Customer acknowledges that U.S. laws and regulations on exports govern the use and shipment of Product, and Customer agrees to comply with all such laws and regulations.

Unenforceable Provisions. In the event that any of the provisions of these standard terms and conditions shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of these terms and conditions shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties' intent in entering into this purchase agreement.

Notices. All notices and demands of any kind which Customer or Licensor may be required or desire to serve upon the other under the terms of this Agreement shall be in writing and shall be served by personal service or by mail at the address of the receiving party set forth above (or on file with the Supplier). All notices or demands by mail shall be sent via certified or registered mail, return receipt requested, and shall be deemed complete three days after mailing. Notices sent to the Supplier shall be addressed to the attention of "Legal Services."

Waiver The failure of either party to enforce at any time, or for any period of time, the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party to enforce each and every such provision.

Complete Agreement. These Terms and Conditions, including any attachments hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly canceled. Each party acknowledges that it is not entering into this Agreement on the basis of, and has not relied on, any representations not expressly contained herein. Any modifications of these Terms and Conditions must be in writing and signed by both parties hereto.

**Form 100 Schedule A
Non-Return Item List**

Computer Hardware and Operating System Software purchased as part of the fP_RDS Rapid Deployment Service.