

PURCHASE AGREEMENT

TERMS AND CONDITIONS OF SALE

1. INTRODUCTION/ORDER OF PRECEDENCE. These terms and conditions of sale (this "Agreement" as further defined in Section 14) govern the sale of hardware, equipment and tangible products ("Products") by LeanPath, Inc. ("LeanPath") pursuant to an Order Confirmation and acceptance by a person or entity ("Customer. All LeanPath software products, including data collection software installed on Products are not sold to Customers. All software is licensed for use pursuant to the LeanPath® Online Terms of Use, which is provided separately at <http://www.leanpath.com/terms/360/current/TOU/>.

2. PAYMENT. LeanPath will invoice Customer for Products. Customer will pay the amount listed on the invoice in full within thirty (30) days of the invoice date. Amounts not paid when due will bear interest at a rate of one and one half percent (1½%) per month or the maximum legal rate, whichever is less. In addition, Customer will pay LeanPath's costs, including attorney's fees, associated with the recovery of any past-due payments owed by Customer to LeanPath. All payments under this Agreement shall be made in U.S. dollars.

3. ACCEPTANCE OF PRODUCTS AS CONFORMING. All Products delivered hereunder shall be deemed accepted by Customer as conforming to this Agreement, and Customer shall have no right to revoke any acceptance, unless written notice of the non-acceptance or revocation of acceptance is received by LeanPath within twenty (20) days of delivery. Notwithstanding the foregoing, any use of a Product by Customer, its agents, employees, contractors or Customers, for any purpose other than acceptance testing, shall constitute acceptance of that Product by Customer.

4. GOVERNMENT CONTRACT CONDITIONS. The Product, including software provided in or with the Product, is provided with "Restricted Rights" and Customer agrees not to deliver the Product(s) under government contract without the appropriate notice of these Restricted Rights. Furthermore, software and related documentation provided and licensed to Customer is 'Commercial Computer Software' as defined in FAR 252.227-14 and DFAR 252.227-7013 (Dec. 2007, as amended). If the software and/or documentation is to be used in the performance of a United States Government prime contract or subcontract, Customer will ensure that appropriate restrictions are included in the contract and that the licensed software and documentation are provided with Restricted Rights.

5. FORCE MAJEURE. LeanPath shall not be liable for any delay or failure to perform due to any cause beyond its control, including but not limited to strikes, acts of God, interruptions of transportation, terrorism, war, labor disturbance or shortage, or inability to obtain necessary materials. The delivery schedule shall be considered extended by a period of time equal to the time lost because of any delay beyond LeanPath's control. In the event LeanPath is unable wholly or partially to perform because of any cause beyond its control, LeanPath may terminate the order without liability to Customer.

6. LIMITED WARRANTY. LeanPath provides the Product with a Limited Warranty, the terms of which are set forth in the LeanPath Limited Product Warranty available at <http://www.leanpath.com/terms/360/current/warranty> and are incorporated herein by reference. EXCEPT AS SET FORTH IN THE LEANPATH LIMITED PRODUCT WARRANTY, LEANPATH MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL LEANPATH BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR LOST PROFITS AS A RESULT OF USE OF, OR INABILITY TO USE, THE PRODUCT, EVEN IF LEANPATH IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL LEANPATH'S LIABILITY EXCEED THE PRICE CUSTOMER PAID FOR THE PRODUCT.

8. EXPORT. Customer agrees that it will not export, re-export, resell, ship or divert, directly or indirectly, any Product, technical data, or software furnished hereunder in any form or direct the Product, technical data, or software to any country for which the United States Government or any agency thereof at the time of export or re-export requires an export license or other governmental approval without first obtaining such license or approval.

9. TAXES. Prices are exclusive of all sales, use, and similar taxes. If orders are taxable in Customer's jurisdiction, Customer will pay use tax directly unless LeanPath informs customer that it has economic nexus in the jurisdiction and an obligation to collect sales tax. If sales taxes are not applicable, Customer will furnish an exemption certificate to LeanPath upon request.

10. TITLE, RISK OF LOSS AND SHIPMENT. Products are delivered FCA shipping point (Incoterms 2010). LeanPath shall retain a security interest and right of possession in the Products until Customer makes full payment. Title and risk of loss or damage to Products shall pass to Customer at the FCA point. Unless otherwise directed by Customer, LeanPath will declare minimum value on goods shipped to obtain lowest freight charges. Transportation and freight charges are Customer's responsibility. Unless otherwise agreed upon, such charges will be prepaid by LeanPath and invoiced to Customer.

11. PROPRIETARY RIGHTS. Customer acknowledges that LeanPath and other third parties own the proprietary rights, including all copyrights, patents, trademarks, and trade secrets, in and to the Products. Purchase of the Products does not give Customer any right, title, or interest in these proprietary rights other than the right to use the Products as specifically authorized in this Agreement.

12. INFRINGEMENTS. LeanPath at its expense will defend any action brought against Customer other than actions based on Excluded Claims (defined below) to the extent it is based on a claim that a Product provided under this Agreement, when used as authorized by this Agreement, infringes any U.S. patent or any copyright or trade secret of a third party, provided Customer gives LeanPath prompt written notice of the claim and all information reasonably available to Customer relating to such claim. LeanPath will have the right to control the defense of such claims, and Customer agrees not to settle any such claim without LeanPath's prior written approval.

If a Product provided under this Agreement becomes, or if LeanPath believes the Product is likely to become, the subject of a claim of infringement, LeanPath, at its sole discretion, may procure for Customer the right to continue to use the Product or replace or modify the Product so as to make it non-infringing, provided that the replacement or modified Product gives Customer substantially the same functionality as the original Product (as determined by LeanPath in good faith). If none of these options is reasonably practicable, LeanPath may terminate the affected license or recall the infringing product or component and refund the prorated amount paid for the infringing item under this Agreement.

LeanPath shall have no liability for any action based on a claim of infringement due to: (a) a component of a Product owned by a third party; (b) a modification of Products; (c) a combination of Products furnished under this Agreement with products, equipment or materials not furnished hereunder, or (d) any items made with the Products furnished under this Agreement (any of which, an "Excluded Claim"). Customer shall defend and hold LeanPath harmless against any claimed infringement of patents, trademarks or other intellectual property rights arising out of LeanPath compliance with Customer's designs, specifications, or instructions.

This Section 12 states the entire liability of LeanPath with respect to any claim of infringement.

13. REGULATORY COMPLIANCE. Customer is responsible for ensuring continued regulatory compliance, including environmental regulations pertaining to use and disposal of the Products and their packaging, including country-specific regulations regarding restrictions on hazardous substances and waste electrical and electronic equipment.

14. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THESE STANDARD TERMS AND CONDITIONS OF SALE, THE LEANPATH LIMITED PRODUCT WARRANTY, AND TERMS OF USE (AS APPLICABLE) (TOGETHER, THIS "AGREEMENT") AND AGREES TO BE BOUND BY IT. In the event of a conflict in terms, a negotiated Agreement with Customer, if one exists, shall govern, followed by the Order Confirmation, followed by a Non-Disclosure Agreement if one exists, followed by the Terms of Use, and lastly this Agreement. The Agreement is the complete and exclusive statement of the agreement between the parties related to the sale of hardware Products and expressly supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter hereof. No waiver of any breach or of any provision of this Agreement shall constitute a waiver of any other breach or provision. The parties hereto agree that no waiver, alteration, or modification of any of the provisions hereof shall be binding upon a party unless in writing and signed by a duly authorized representative of both parties. No LeanPath employee, distributor, retailer, salesperson, or other person is authorized to modify this Agreement or to make any warranties, representations or promises that are different than, or in addition to, the warranties, representations and promises in this Agreement.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws, other than conflict of laws rules, of the state of Oregon. The United Nations Convention for International Sales of Goods shall not apply to this Agreement. Customer agrees that sole jurisdiction and venue for any dispute arising under this Agreement shall be in a state or federal court in Multnomah or Washington County, Oregon. Both parties hereby submit to the jurisdiction of such courts over each of them personally in connection with such litigation, and waive any objection to venue in such courts and any claim that such forum is an inconvenient forum. The English language version of this Agreement controls when interpreting its terms.

16. SIGNATURES AND ACCEPTANCE. By accepting the Products and/or signing an Order Confirmation, you agree to be bound by this Agreement. You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.