

Standard Terms and Conditions
[Purchase Agreement]
Form 100

DEFINITIONS:

Supplier: fP Technologies, Inc., an Indiana corporation, with a corporate address of 3020 N. Post Road, Suite A, Indianapolis, IN 46226.

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, any custom clearing duties and taxes, or insurance.

Payments

The Supplier accepts VISA, MasterCard, American Express, and Discover credit cards for all purchases.

All payments must be in U.S. Dollars. Current billing address 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 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 circumstances 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. 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 Windsor, New York, 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 customer's 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 returned 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 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 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 50% credit will be issued to the customer's account. A new license will be issued at the regular price less any discount available. If there is a refund due the Customer, the amount will be credited on the account and applied toward future purchases. If, in the future, the Customer wishes to reactivate the initial license, they may do so by paying the amount that was originally credited to their account. 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 and a credit will be issued to the customers account as follows:

- a) 90% of original purchase price if exchanged within 2 weeks of purchase.
- b) 75% of original purchase price if exchanged within 30 days of purchase.
- c) 50% of original purchase price if exchanged within 45 days of purchase.
- d) 0% of original purchase price if exchanged after 45 days of purchase.

A new license will be issued for the *new* machine at the regular price less any discount available. If there is a refund due the Customer, the amount will be credited on their account and applied toward future purchases. If, in the future, the customer wishes to reactivate the initial license for the original machine, they may do so by paying the amount that was credited originally to their account. 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

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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.

Form 100 Schedule B

SOFTWARE LICENSE AGREEMENT

fP Technologies, Inc. ("Licensor") is providing the accompanying filePro software ("software") and any related documentation ("documentation") to the end user or buyer ("Customer") subject to the terms of this agreement.

The Licensor retains all rights and ownership of the media, manuals, and software. The Customer is granted a non-exclusive right to use the software and documentation on a single standalone computer or a single network server serving the number of users granted by this license. You may not install, transfer, or distribute copies of this software or documentation to other users. You may not modify or translate the software or documentation in any way or manner. You may not use, copy, or transfer the software or any copy except as provided for in this Agreement. Failure to comply with this license agreement will void this agreement and subject you to possible legal action and license termination. This license is non-transferable. You cannot sell your license rights to another party. You may sell your developed application; however, the new buyer must purchase a new license from the Licensor in their name.

This software and documentation is protected by the United States of America Copyright and Patent Laws

SOFTWARE BACKUP AND DUPLICATION

Due to advanced technology and to cover emergency or disasters situations, starting with versions 5.6 of the filePro software, you may install the software on a second system backup or emergency server. In the event of a system "crash" or your primary server going out of service you may use the backup server as the main server until the primary is back in operation. You will be able to operate the software on the backup system for a period of seven (7) days (grace period) which will give the customer time to repair the primary server and obtain a new license from Licensor.

You may make an archival copy of the software for the sole purpose of backup, so long as you reproduce and include the copyright notice and any other notices on the backup copy. If you sell or deactivate your server you must remove and destroy all installed and backup software on the primary and/or backup servers.

TERM

This license is effective until terminated. You may terminate this agreement at any time by notifying the Licensor of your intent to terminate the license. You agree that upon termination of this License for any reason, you will destroy or return the software and documentation together with all copies and modifications in any form.

OBJECT CODE

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Customer's Signature

Date