

Standard Terms and Conditions
[Purchase Agreement]
Form 100

DEFINITIONS:

Supplier: fP Technologies, Inc., an Indiana corporation located at 8383 Craig Road, Suite 270, Indianapolis, IN 46250

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 without prior written authorization of the Supplier or the customer shall be in violation of the license agreement.

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. 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 invoice. All costs for calls to our Technical Support Department are the Customer's responsibility. Beyond that period, the current technical support fees will apply.

Shipping

All shipments will be FOB Indianapolis, Indiana, 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. We are 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

All items except the items listed on the Supplier's Form 100 Schedule A Non-Return List that are purchased and returned within 30 days from the date of shipment are eligible for refund or exchange less shipping and handling charges. Items must be in new condition, including the original box, packaging material, manual, accessories and license files. The customer must remove all software being returned, including license files, prior to returning the software. All returns must be approved in writing by the Supplier by the issuance of a Return Authorization [RMA] prior to the return of any ordered item. All returns must clearly identify this RMA number and are subject to a 20% re-stocking fee unless waived in writing by the Supplier. The customer certifies by requesting and accepting the RMA number and returning the software that they have removed all of the software being returned including all license files and have destroyed any copies of the software other than the original copy that they are returning.

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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 Indiana, without regard to that body of law controlling conflicts of law.

Export. Customer acknowledges that the use and shipment of Product is governed by U.S. laws and regulations on exports, 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.

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

Title to the media on which the software is recorded is transferred to the customer, but title to the software itself, which is protected by copyright and patent law, is not transferred.

The software and documentation is subject to protection under United State Copyright Laws. You have a non-exclusive right to use the software and documentation. You may only install the software on a single standalone computer or a single network server serving the number of users your license allows. You may not distribute copies of the software or documentation to others. 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. If you transfer possession of any copy of the software to another party (except in connection of the sale of your license rights, described below) your license is automatically terminated.

SOFTWARE BACKUP AND DUPLICATION

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This license is effective until terminated. You may terminate it any time. 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.

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Licensor does not warrant that the functions contained in the software will meet your requirements or that the operation of the software will be uninterrupted or error free. However, Licensor warrants that the physical media on which the software is furnished

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