

PURCHASE ORDER TERMS AND CONDITIONS

These are the EBO Group, Inc., standard terms and conditions of purchase unless there is an alternate Master Agreement in place.

1. SERVICES & DELIVERABLES. Seller agrees to provide to EBO Group, Inc., (or its subsidiaries, if such subsidiaries are designated as the contracting parties in the purchase order) (hereinafter referred to as "Purchaser") the services ("Services") and/or goods ("Goods"), described in any purchase order, in accordance with these Terms and Conditions ("Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services.

2. DELIVERY. Delivery of Goods and Services shall be made pursuant to the schedule, via the carrier, and to the place specified on the face of the applicable purchase order. PURCHASER reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods or Services within the time specified, PURCHASER may, at its option, decline to accept the goods and/or services and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items suitably to permit safe transportation and handling. Each delivery must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. PURCHASER's purchase order number must appear on all shipping containers, packing sheets, delivery tickets, and bills of lading.

3. IDENTIFICATION, RISK OF LOSS, & DESTRUCTION OF GOODS. Seller assumes all risk of loss until receipt by PURCHASER. Title to Goods shall pass to PURCHASER upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to PURCHASER, PURCHASER may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, PURCHASER shall have the right to require delivery of the Goods not destroyed, and replacement of goods destroyed.

4. PAYMENT. PURCHASER shall pay Seller (i) the amount agreed upon and specified in the applicable purchase order, or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on Seller's invoice. Payment is made when PURCHASER's check is mailed to Seller. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to receipt by PURCHASER of Goods conforming to the purchase order shall be borne by Seller. Seller shall invoice PURCHASER for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to PURCHASER within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order. Unless otherwise specified on the face of a purchase order, PURCHASER shall pay the invoiced amount within thirty (30) days after receipt of a correct invoice. Seller will receive no royalty or other remuneration on the production or distribution of any products developed by PURCHASER or Seller in connection with or based on the Goods or Services provided.

5. WARRANTIES.

5.1 Services: Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

5.2 Goods: Seller warrants that all Goods provided will be new and will not be used or refurbished unless as requested by PURCHASER and shall conform to all applicable specifications. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship for a period of fifteen (15) months from the date of delivery to PURCHASER or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to PURCHASER Seller's standard warranty and service guaranty applicable to the Goods. All warranties and Service guaranties shall run both to PURCHASER and to its customers.

If PURCHASER identifies a warranty problem with the Goods during the warranty period, PURCHASER will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at PURCHASER's option, either repair or replace such Goods, or credit PURCHASER's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6. INSPECTION. PURCHASER shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and performance hereunder shall not be deemed accepted until PURCHASER has run an adequate test to determine whether the Goods and Services conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If performance tendered does not wholly conform with the provisions hereof, PURCHASER shall have the right to reject such goods and services. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon PURCHASER's delivery to the common carrier.

7. SELLER RESPONSIBLE FOR TAXES AND RECORDS. PURCHASER shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state, or local taxes or fees. PURCHASER will regularly report amounts paid to Seller by filing Form 1099-MISC with the Internal Revenue Service.

8. INSURANCE. Seller shall provide adequate coverage for any PURCHASER property under the care, custody or, control of Seller or Seller's Assistants. Upon request, Seller shall provide PURCHASER with certificates of insurance or evidence of coverage before commencing performance under this Agreement.

9. INDEMNITY. Seller shall indemnify, hold harmless, and at PURCHASER's request, defend PURCHASER, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses, and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation any claim based on the negligence, omissions, or willful misconduct of Seller or any Seller's Assistants, and any claim by a third party against PURCHASER alleging that the Goods or Services infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes. Seller shall not settle any such suit or claim without PURCHASER's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by PURCHASER in enforcing this indemnity, including attorneys' fees.

Should PURCHASER's use, or use by its distributors, subcontractors, or customers, of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for PURCHASER, its distributors, subcontractors, or customers the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

10. CONFIDENTIALITY. Seller may acquire knowledge of PURCHASER Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such PURCHASER Confidential Information in confidence during and following termination or expiration of this Agreement. "PURCHASER Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein), and other material or information considered proprietary by PURCHASER relating to the current or anticipated business or affairs of PURCHASER which is disclosed directly or indirectly to Seller. In addition, PURCHASER Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to PURCHASER. PURCHASER Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before PURCHASER disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the PURCHASER Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to PURCHASER of such requirement prior to disclosure.

Seller agrees not to copy, alter, or directly or indirectly disclose any PURCHASER Confidential Information. Additionally, Seller agrees to limit its internal distribution of PURCHASER Confidential Information to Seller's Assistants who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's Assistants of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of PURCHASER Confidential Information.

Seller further agrees not to use the PURCHASER Confidential Information except in the course of performing hereunder and will not use such PURCHASER Confidential Information for its own benefit or for the benefit of any third party. The mingling of the PURCHASER Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate PURCHASER Confidential Information. All PURCHASER Confidential Information is and shall remain the property of PURCHASER. Upon PURCHASER's written request or the termination of this Agreement, Seller shall return, transfer, or assign to PURCHASER all PURCHASER Confidential Information, including all Work Product, as defined herein, and all copies thereof.

11. PATENTS. Seller agrees upon receipt of notification of alleged patent infringement to promptly assume full responsibility for defense of any suit or proceeding which may be brought against PURCHASER or its agents, customers, or other vendors, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods, or services furnished hereunder, and Seller further agrees to indemnify PURCHASER, its agents and customers against any and all expenses, losses, royalties, profits, and damages, including court costs and attorneys' fees

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resulting from any such suit or proceeding, including any settlement. PURCHASER may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Seller. Seller also represents that the sale or use of the goods will not infringe any United States or Foreign patents.

12. OWNERSHIP OF WORK PRODUCT. For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived, or developed by Seller, alone or with others, which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to PURCHASER without having been designed, customized, or modified for PURCHASER does not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of PURCHASER. Seller hereby agrees to irrevocably assign and transfer to PURCHASER and does hereby assign and transfer to PURCHASER all of its worldwide right, title, and interest in and to the Work Product including all associated intellectual property rights. PURCHASER will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name, or to follow any other procedure that PURCHASER deems appropriate. Seller agrees: (a) to disclose promptly in writing to PURCHASER all Work Product in its possession; (b) to assist PURCHASER in every reasonable way, at PURCHASER's expense, to secure, perfect, register, apply for, maintain, and defend for PURCHASER's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in PURCHASER's name as it deems appropriate; and (c) to otherwise treat all Work Product as PURCHASER Confidential Information as described above. These obligations to disclose, assist, execute, and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by PURCHASER to Seller shall remain the sole property of PURCHASER.

Seller will ensure that Seller's Assistants appropriately waive any and all claims and assign to PURCHASER any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against PURCHASER or its direct or indirect customers, assignees, or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

PURCHASER will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities, or trade secret or PURCHASER Confidential Information, unless (i) such works relate to PURCHASER's business, or PURCHASER's actual or demonstrably anticipated research or development, or (ii) such works result from any Services performed by Seller for PURCHASER.

13. TERMINATION. PURCHASER may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, PURCHASER shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to PURCHASER through the date of termination, less appropriate offsets, including any additional costs to be incurred by PURCHASER in completing the Services.

Seller may terminate this Agreement upon written notice to PURCHASER if PURCHASER fails to pay Seller within sixty (60) days after Seller notifies PURCHASER in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify PURCHASER of all PURCHASER Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with PURCHASER's instructions, will promptly deliver to PURCHASER all such PURCHASER Confidential Information and/or Work Product.

14. REMEDIES. If Seller breaches this Agreement, PURCHASER shall have all remedies available by law and at equity for the purchase of Goods and Services. Seller's sole remedy in the event of breach of this Agreement by PURCHASER shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for PURCHASER's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by PURCHASER.

15. FORCE MAJEURE. PURCHASER shall not be liable for any failure to perform including failure to (i) accept performance of Services or, (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment, or transportation. In the event PURCHASER is so excused, either party may terminate the Agreement and PURCHASER shall at its expense and risk, return any Goods received to the place of shipment.

16. LIMITATION OF LIABILITY. IN NO EVENT SHALL PURCHASER BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT PURCHASER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT THERE IS A FAILURE OF ANY AGREED REMEDY.

17. ASSIGNMENT; WAIVER. Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of PURCHASER. Any assignment or transfer without such written consent shall be null and void. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

18. NONEXCLUSIVE AGREEMENT. This is not an exclusive agreement. PURCHASER is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer, and provide Seller's Services and/or Goods to others; provided however, that Seller does not breach this Agreement.

19. NOTICES. Except for Purchase Orders, all notices and other communications hereunder shall be in writing and may be sent by local mail, facsimile transmission, or electronically transmitted, and shall be addressed to Seller or to an authorized PURCHASER representative, and shall be considered given when (a) delivered personally, (b) sent by confirmed telex or facsimile, (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

20. SURVIVAL OF OBLIGATIONS. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

21. GOVERNING LAW. This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Ohio, excluding its conflict of law rules. Jurisdiction and venue over all controversies arising out of, or relating to, this Agreement shall be in Ohio. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it shall not apply to the terms and conditions of this Agreement.

22. ENTIRE AGREEMENT; MODIFICATION. This Agreement is the complete, final, and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by PURCHASER, signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

23. COMPLIANCE WITH LAWS.

23.1 General: Seller shall comply fully with all applicable federal, state, and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control, and environmental laws.

23.2 Hazardous Materials: If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling, and transportation of such hazardous materials

23.3 Customs: Upon PURCHASER's request, Seller will promptly provide PURCHASER with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

24. INJUNCTIVE RELIEF. Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to PURCHASER for which there will be no adequate remedy at law and, in the event of such breach, PURCHASER will be entitled to seek injunctive relief, or a decree of specific performance.