

**PURCHASE AGREEMENT**

This Purchase Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_, 201\_ by and between:

<b>Seller</b>	<b>Buyer</b>
<b>Name: Sensics, Inc.</b>	<b>Name:</b>
<b>Street Address: 7125 Thomas Edison Dr, Suite 103</b>	<b>Street Address:</b>
<b>City/State/Zip/Country: Columbia, MD 21046, USA</b>	<b>City/State/Zip/Country:</b>
<b>Contact/Phone #: +1 443 927 9200</b>	<b>Contact/Phone #:</b>

**General Terms.** Seller agrees to sell, and Buyer agrees to buy, the Products listed below (collectively, the “Products”) subject to the provisions of this Agreement. Buyer agrees to pay Seller the Purchase Price listed below in accordance with the Payment Terms listed below. **This Agreement is subject to the Terms and Conditions of Sale attached hereto as Exhibit A (“Terms and Conditions”) which is a part hereof and incorporated herein by reference for all purposes.** Buyer shall comply with the Terms and Conditions. This Agreement, including with the Terms and Conditions, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communication regarding such subject matter, whether written or oral. Except as otherwise specifically set forth herein, this Agreement, including the Terms and Conditions, may not be amended except in a writing signed by both parties.

<b>Product Description:</b>	
<b>Product Quantity:</b>	
<b>Purchase Price: US \$ _____</b>	<b>Payment Terms:</b> Payment by Buyer is required upon Buyer’s execution of this Agreement. Buyer shall remit payment to Seller as follows:
<b>Shipment Date:</b>	Within _____ days after Seller’s receipt of full payment.

**When executed by Seller and Buyer, this Agreement will constitute a legally binding agreement between Seller and Buyer. Buyer may return to Seller by fax at \_\_\_\_\_ or email at \_\_\_\_\_.**

SELLER: SENSICS, INC.

BUYER: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### TERMS AND CONDITIONS OF SALE

1. **Taxes, Shipping.** The Purchase Price specified on the first page of this Agreement does not include any (a) taxes payable on such price, or on the transfer, sale or use of the Product, or (b) shipping or other transportation charges, all shipments being made F.O.B. Seller's facility. The Buyer shall pay all insurance, taxes, shipping charges, storage charges, and other costs or expenses relating to its receipt, transfer, sale and use of the Product.
2. **Shipment Risk of Loss.** Seller will ship the Products F.O.B. Columbia, MD ("Seller's Facility"). Risk of loss, damage or destruction of or to any Product(s) passes to Buyer upon delivery of the Product at Seller's Facility.
3. **Confidentiality.** Except as otherwise permitted in this Agreement, as required to enforce the terms of this Agreement, or otherwise authorized by Seller, Buyer agrees to treat the Product Technology (as hereinafter defined) and the terms of purchase (together, the "Confidential Information") as confidential, and to use the Product Technology only as required in the use of the Product by Buyer, and not to disclose the Confidential Information to any third party. If Buyer is required to produce any Confidential Information by order of any government agency or regulatory body, subpoena or by law, its release of the required Confidential Information will not constitute a violation of this provision, provided the Buyer provides the Seller with prompt notice of the requirement and cooperates, at the Seller's sole cost, in efforts to protect the Confidential Information. Notwithstanding the foregoing, the confidentiality obligations set forth in this Section 3 shall not apply to any information which (i) is publicly available without breach of this Agreement, (ii) is independently developed by the Buyer outside the scope of this Agreement and without reference to or use of the Product Technology, or (iii) is rightfully obtained by the Buyer from third parties which are not obligated to protect its confidentiality.
4. **Exportation and Other Regulations.** Buyer will at all times comply with any and all applicable export rules, regulations and laws governing the importation or export of the Product.
5. **Warranties.** SELLER WARRANTS TO THE BUYER THAT FOR A PERIOD OF ONE YEAR FROM SELLER'S SHIPMENT, THE PRODUCT WILL CONFORM WITH THE PRODUCT'S PUBLISHED SPECIFICATIONS FURNISHED WITH THE PRODUCT. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE VOID IF (I) THE PRODUCT HAS BEEN TAMPERED WITH, MODIFIED, ABUSED, NEGLECTED, OR IMPROPERLY USED, (II) THE PRODUCT HAS BEEN DAMAGED FOR REASONS BEYOND SELLER'S CONTROL, SUCH AS ELECTRICAL POWER FLUCTUATIONS OR FAILURES, AND NATURAL DISASTERS, OR (III) THE DEFECT IN THE PRODUCT IS NOT REPORTED TO SELLER WITHIN TEN DAYS AFTER DISCOVERY BY BUYER. BUYER SHALL INSPECT ALL PRODUCTS WITHIN TEN DAYS OF RECEIPT OF SAME. SELLER IS NOT RESPONSIBLE FOR USE OF THE PRODUCT IN COMBINATION WITH OTHER GOODS NOT PROVIDED OR AUTHORIZED BY SELLER. THIS WARRANTY ALSO SPECIFICALLY EXCLUDES BURN-IN OF THE OLED MICRO-DISPLAYS ASSEMBLED INSIDE SELLER'S PRODUCT.
6. **Disclaimers.** EXCEPT FOR THE WARRANTY EXPRESSLY STATED IN SECTION 5 HEREOF, SELLER MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER, EXPRESSED OR IMPLIED, ORAL OR IN WRITING, WITH RESPECT TO THE PRODUCT. ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM BUYER'S, ITS AGENTS' OR ANY CUSTOMER'S INSPECTION, DELIVERY, PICK-UP, OR PURCHASE SHALL BE THE SOLE RESPONSIBILITY OF BUYER.
7. **Defective Products.** THE SELLER'S OBLIGATIONS, AND BUYER'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT, SHALL BE THE REPAIR OR REPLACEMENT OF A PRODUCT WHICH DOES NOT MEET THE WARRANTIES SET FORTH IN SECTION 5, AT SELLER'S SOLE COST. SELLER SHALL MAKE SUCH REPAIR OR REPLACEMENT AS NECESSARY TO BRING THE PRODUCT IN CONFORMANCE WITH THE SELLER'S PUBLISHED SPECIFICATIONS FURNISHED WITH THE PRODUCT, PROVIDED (I) THE WARRANTY IS NOT EXCLUDED, (II) BUYER PROMPTLY NOTIFIES SELLER OF THE FAILURE IN WRITING WITHIN THE WARRANTY PERIOD, (III) THE DEFECTIVE PRODUCT IS RETURNED TO SELLER WITH TRANSPORTATION CHARGES PREPAID BY BUYER, (IV) SELLER'S EXAMINATION OF SUCH PRODUCT SHALL DISCLOSE TO ITS SATISFACTION THAT SAID DEFECTS EXISTS AND SELLER MUST BE ABLE TO REPRODUCE SUCH DEFECTS IN THE PRODUCT. SELLER RESERVES THE RIGHT TO CHANGE ITS WARRANTY PROVISIONS AT ITS SOLE DISCRETION AT ANY TIME WITH OR WITHOUT PRIOR NOTIFICATION OF SUCH CHANGE.
8. **Return of Products.** Products may not be returned after receipt by Buyer unless (i) the Products are defective and the requirements set forth in Section 7 are satisfied or (ii) Seller consents in writing to such return, the Buyer pays for the transportation costs to return the Products to the Seller and the Buyer pays a restocking charge to be determined by the Seller of not less than twenty-five percent (25%) of the Purchase Price.
9. **Buyer Default.** Buyer shall be in default under this Agreement upon the failure of Buyer to observe or perform any of Buyer's agreements herein contained. In the event of default by Buyer, Seller shall be entitled to collect from Buyer all costs, fees and expenses incurred to enforce its rights hereunder, including, without limitation, court costs and legal fees whether or not

necessary to bring suit. In the event Buyer's account becomes past due, or Seller otherwise deems itself insecure, Seller may, in its sole discretion, suspend, interrupt or end the performance of its obligations under this Agreement. In such event, Buyer may be required to post a deposit or such other security, as Seller deems necessary, in order for Seller to resume the performance of its obligations under this Agreement. In the event that a billing dispute should arise, Buyer must notify Seller in writing no later than 10 days after receipt of the disputed invoice. Buyer must state in detail the nature of the claim, the amount in question and must provide supporting documentation. Upon receipt of claim, Seller will investigate the claim and respond in writing no later than 45 days thereafter. All determinations of Seller with respect to such disputes shall be final.

10. **Limitation of Liabilities.** In no event shall Seller be liable for loss of profit, indirect, special, incidental, exemplary, punitive or consequential damages arising out of any breach of this Agreement or obligations under this Agreement. Without limiting the foregoing, Seller shall not be liable for any damages caused by delay in delivery, installation or furnishing of the Product. Notwithstanding anything to the contrary contained herein, Seller's liability under this Agreement shall in no event exceed the per unit Purchase Price under this Agreement for the Product that is the subject of any claim. The provisions of this Section shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract, statute, or tort (including, without limitation, negligence).
11. **Force Majeure.** Seller shall not be liable for any delay or interruptions in performance under this Agreement, which is caused by any condition that is beyond the control of the Seller, including, without limitation, strikes, riots, acts of terrorism, acts of God, failure of power, telecommunications or connectivity failure, computer malfunctions, restrictive governmental laws or regulations and unavailability of materials and goods used in the Products. Without limiting the foregoing, delivery dates constitute Seller's best estimates, and Seller shall not incur any liability to Buyer in the event the Product is not delivered by the estimated delivery date.
12. **Cancellation of Orders.** Orders may not be cancelled after the order is received by Seller (but prior to shipment by Seller) unless Seller consents in writing to such cancellation. Cancellation will be granted only on terms indemnifying Seller against any loss resulting from such action and on such other terms determined by Seller. At minimum, Buyer will be liable for all cost incurred on the order through the cancellation date.
13. **Notices.** Except as provided in these Terms and Conditions, all notices, requests, consents, demands or other communications given by Seller to Buyer or by Buyer to Seller shall be in writing and shall be deemed duly given and received (a) upon personal delivery to the party to whom it is directed; (b) seven days after being sent by certified or registered mail return receipt requested, to the party to whom it is directed, postage and charges pre-paid; (c) one business day after being sent by express overnight delivery by a national carrier to the party to whom it is directed; (d) upon being transmitted by facsimile to the party to whom it is directed so long as the sender retains the confirmation copy indicating that the facsimile was received by the party to whom it is directed; or (e) upon actual delivery followed by the sending of an acknowledgment of receipt if sent by electronic mail or any other electronic means (electronic mail or any other electronic means shall constitute a writing). All notices, requests, consents, demands and other communications shall be addressed (i) to Seller: at the address of its Corporate Headquarters as it appears on its website and (ii) to Buyer: at the address provided by Buyer to Seller. Buyer may change its address from time to time by providing notice to Seller in the manner set forth above.
14. **Assignment.** Buyer may assign this Agreement only with the written consent of the Seller, and any assignment without such consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
15. **Retention of Title.** The Products shall remain the property of the Seller until Buyer's complete payment of the Purchase Price, or as otherwise agreed. Notwithstanding the foregoing, Buyer does not acquire any property or proprietary rights in software, technical data, know-how, processes, algorithms, code, users manuals, documentation, or applications incorporated, embedded, included or otherwise provided in or with the Product (referred to herein as "Product Technology"), other than the right to use the Product Technology with the hardware. The Seller remains the exclusive owner of any intellectual or industrial property rights relating to the Product Technology and any and all trademarks represented by Seller's company name, logos, and product names. The Product Technology is protected by patent, copyright and trade secret laws. Buyer shall not copy or duplicate, remanufacture, translate, reverse engineer, decompile, or disassemble, nor shall Buyer permit any other person, including customers or end users, to copy or duplicate, remanufacture, translate, reverse engineer, decompile, or disassemble, all or any part of the Product or other Product Technology, in any manner.
16. **Equitable Relief.** Buyer acknowledges and agrees that Seller may suffer irreparable harm which is not easily measured in monetary terms if Buyer breaches the terms of Sections 3 or 15 of this Agreement, and Buyer agrees that, in addition to all remedies (monetary and non-monetary) available to Seller upon any such breach, Seller shall be entitled to seek and receive temporary and permanent injunctive or similar equitable relief to immediately cause Buyer or any customer of Buyer to cease the conduct that violates such Sections. Buyer agrees that it will not object to the granting of such relief, will not attempt to assert an affirmative or other defense, and will fully cooperate with Seller. The parties agree any such relief shall be granted without the posting of a bond or other monetary requirement by Seller.
17. **U.S. Government End-Users.** The Products, and any related documentation or software provided or otherwise made available pursuant to this Agreement are each a "commercial item" as that term is defined at 48 C.F.R. 2.101. The terms and conditions

of this Agreement shall govern any use of the Products by U.S. Government end users, and shall supersede any conflicting contractual terms and conditions. Further, the following additional provisions only apply to acquisitions governed by the Department of Defense Federal Acquisition Regulation Supplement ("DFARS") Subpart 227.4 (June 1995): Any documentation pertaining to Product shall be deemed technical data pertaining a commercial item. Accordingly, pursuant to 48 C.F.R. 227.7102-3, the Government's rights in such technical data shall be those limited rights set forth in subparagraph (b)(2) of the "Technical Data - Commercial Items" clause at DFARS 252.227-7015 (NOV. 1995).

17. **General.** (a) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. (b) The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder. (c) In the event of a conflict between the first page of this Agreement and any of the Terms and Conditions, the first page shall control. (d) This Agreement may only be amended in writing signed by all parties hereto and any condition to a party's obligations hereunder may only be waived in writing by such party. (e) Buyer hereby consents to the exclusive jurisdiction of, and venue in, all state and federal courts in the state in which Seller is located as set forth in the first page of this Agreement. If requested by Seller, Buyer also agrees to binding arbitration in such jurisdiction to settle any disputes, such arbitration to be governed by the rules then in effect for the American Arbitration Association. (f) This Agreement may be executed in counterparts, all of which together shall constitute the same instrument. (g) This Agreement and the performance hereunder shall be governed by the law of the State of Maryland, without regard to its principles of conflicts of laws, and to the exclusion of the United Nations Convention on Contracts for the International Sale of Products (Vienna Convention of 1980, hereafter referred to as CISG). (h) Any reference made to trade terms (such as F.O.B. or "Free on Board") is deemed to be made to the relevant term of Incoterms published by the International Chamber of Commerce. Any reference made to a publication of the International Chamber of Commerce is deemed to be made to the version current at the date of this Agreement. (i) The headings and other captions in these Terms and Conditions are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of these Terms and Conditions. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the context may require. (j) The provisions of these Terms and Conditions which by their nature are reasonably intended to survive any expiration or termination of Seller and Buyer's relationship with one another shall survive such expiration or termination.