

SCHEDULE A

EQUIPMENT PURCHASE TERMS AND CONDITIONS

1. **SHIPPING AND HANDLING.** All equipment purchased by Customer ("Equipment") is provided FOB vendor facility. Shipment will be made as specified by Customer and Customer is solely responsible for all expenses in connection with the delivery of the Equipment. The Equipment will be deemed accepted by Customer upon shipment to Customer. Promptly following receipt of the Equipment, Customer shall return the signed "Hand Receipt for Company Supplied Equipment" to Company.
2. **PURCHASE PRICE AND TAXES.** Customer shall pay to Company the purchase price set forth in the applicable Order Form ("Purchase Price") for each item of Equipment. Customer hereby grants and Company reserves a purchase money security interest in the Equipment and the proceeds thereof as security for its obligations hereunder until payment of the full Purchase Price to Company. The Purchase Price is due and payable within thirty- (30) calendar days of shipment of the Equipment. Customer shall pay all taxes and other governmental charges assessed in connection with the sale, use or possession of the Equipment including, without limitation, any and all sales and/or use taxes and personal property taxes (other than taxes based solely on Company's net income).
3. **TITLE.** Customer shall acquire title to the Equipment upon full payment of the purchase prices set forth herein. Notwithstanding the foregoing, Company and any licensor of rights to Company shall retain title to and rights in the intellectual property (whether or not subject to patent or copyright) and content contained in the materials supplied under the terms of this MSA.
4. **SELECTION OF EQUIPMENT; MANUFACTURER WARRANTY.** Customer acknowledges that it has selected the Equipment and disclaims any statements made by Company. Customer acknowledges and agrees that use and possession of the Equipment by Customer shall be subject to and controlled by the terms of any manufacturer's or, if appropriate, supplier's warranty, and Customer agrees to look solely to the manufacturer or, if appropriate, supplier with respect to all mechanical, service and other claims, and the right to enforce all warranties made by said manufacturer are hereby, to the extent Company has the right, assigned to Customer. THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY AND IS IN LIEU OF ANY REPRESENTATION AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY. COMPANY HAS NOT MADE NOR DOES MAKE ANY OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, PERFORMANCE OR NONINFRINGEMENT. CUSTOMER PURCHASES THE EQUIPMENT SOLELY ON AN "AS IS" BASIS.
5. **LIMITATION OF LIABILITY.** Company's entire liability for any damages which may arise hereunder, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including Company's negligence, or otherwise, shall be limited to the Purchase Price paid by Customer for the Equipment. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF BUSINESS OR PROSPECTIVE BUSINESS OPPORTUNITIES, PROFITS, SAVINGS, INFORMATION, USE OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **GOVERNING LAW; DISPUTE RESOLUTION.** This MSA is made under and will be governed by and construed in accordance with the laws of the State of California (except that body of law controlling conflicts of law) and specifically excluding from application to this MSA that law known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this MSA. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this MSA, including the existence, validity, interpretation, performance, termination or breach thereof, the parties to this MSA hereby consent to jurisdiction and venue in the courts of the State of California and in the U.S. District Courts in the City of Los Angeles, California.
7. **MISCELLANEOUS.** The above terms and conditions are the only terms and conditions upon which Company is willing to sell the Equipment and supersede all previous MSA's, promises or representations, oral or written.

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