

PAY-PER-CLEANSE® PAYMENT PLAN TERMS AND CONDITIONS
Updated 9/18/2018

This PAY-PER-CLEANSE® (“PPC”) Agreement (this “Agreement”) is subject to the terms and conditions set forth below. AMD and the Pay-Per-Cleanse Customer (“Customer”) may be referred to herein collectively as “Parties” and individually as “Party.” In consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **NATURE OF TRANSACTION.** Until Customer has (i) either paid all payments due to AMD through the Final Payment Date or, if earlier, paid AMD the Prepayment Amount, and (ii) returned the Unit to AMD, at Customer’s expense, in the same condition and state of repair as when it was delivered to Customer, ordinary wear and tear excepted (the “Exchange Date”), the Unit shall remain the sole and exclusive property of AMD. However, within a reasonable period of time following the Exchange Date, AMD will supply Customer with a new, like model IonCleanse unit without additional charge other than AMD’s then current shipping and handling charge. During the Term, Customer shall have the right to use and possess the Unit, provided it is not in default of Customer’s obligations under this Agreement. Therefore, prior to the Exchange Date this transaction shall not constitute a sale of the Unit and Customer shall not acquire any right, title, or interest in or to the Unit, other than the right to possess and use the Unit, provided that Customer shall not be in default in performance of any obligations hereunder. For the avoidance of doubt, title to the Unit shall remain in AMD. Customer shall take all action reasonably requested by AMD to protect its interest in the Unit.

2. **PPC PACKAGES AND SALE OF EXPENDABLES.** Upon payment of the sums set forth below and subject to all of the terms set forth in this Agreement, AMD agrees to supply Customer with the number of PPC Packages described above. Each PPC Package shall be comprised of (i) the new or used PPC control unit (“PPC Control Unit”) described above (pre-loaded with six hundred minutes, in all cases where the PPC Control Unit is a *Premier*, or pre-loaded with three hundred minutes, in all cases where the PPC Control Unit is a *Solo*), power supply, foot tub and carrying case (the “Unit”), (ii) a new array (either type 316 or 304), a bottle of cleaner, a bottle of salt and a box of liners (the “Expendables”) and (iii) an instructional booklet and an instructional DVD. The Parties agree that the term “Unit” shall include all replacement parts and repairs made to the Unit. AMD hereby grants Customer the right to possess and use the Unit during the Term, and Customer agrees to possess and use the Unit, upon the terms and conditions set forth herein. Customer hereby purchases the Expendables. **CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE FOR ALL MINUTES EXPENDED DURING THE TERM, EVEN IF CUSTOMER DID NOT AUTHORIZE THE USE OF THE MINUTES OR THE OPERATION OF THE UNIT, AND THAT THE PPC CONTROL UNIT WILL NOT OPERATE AFTER OPERATING FOR THE NUMBER OF MINUTES FOR WHICH THE PPC CONTROL UNIT HAS BEEN PROGRAMMED, UNLESS CUSTOMER PURCHASES AND RECHARGES THE PPC CONTROL UNIT WITH ADDITIONAL MINUTES PURSUANT TO THE TERMS OF THIS AGREEMENT.** Customer acknowledges that it shall be Customer’s obligation to purchase all Expendables necessary to assure the proper operation of the Unit during the Term. Such Expendables may be purchased from AMD at such prices as AMD shall determine appropriate from time to time. Use of any Expendables not supplied by AMD shall void all warranties made by AMD to Customer hereunder.

3. **TERM.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated in the manner set forth herein. AMD has accepted the return of the Unit(s) and all covenants and agreements of Customer have been performed (the “Term”). Customer acknowledges and agrees that upon termination of this Agreement and Customer’s return of the Unit(s) to AMD pursuant to the terms of this Agreement, Customer shall not be entitled to any refund for (i) any unused minutes charged on the PPC Control Unit, (ii) any unused monthly payment, (iii) any unused monthly ORS payments (defined below), (iv) the Initial Payment, or (v) the Security Deposit. Notwithstanding the foregoing, however, if Customer returns the Unit(s) to AMD in the same condition and state of repair as delivered to Customer hereunder, ordinary wear and tear excepted, in accordance with Section 10 of this Agreement, and if Customer has fully complied with all of the terms and conditions of this Agreement, as AMD shall determine in the exercise of its sole and absolute discretion, AMD will, send Customer a check in the amount of one hundred fifty and No/100 dollars (\$150.00) as a return of Customer’s Security Deposit. Customer may terminate this Agreement at any time by returning all of the Unit(s) delivered to Customer hereunder to AMD pursuant to the terms and conditions set forth in this Agreement. AMD may terminate this Agreement upon Customer’s breach of any of the terms and conditions of this Agreement. Customer’s obligations to pay all sums due hereunder shall continue until AMD has accepted the return of the

Unit(s) and Customer has performed all of its covenants and agreements under this Agreement.

4. **USAGE CHARGES.** Customer shall, on the Effective Date, tender to AMD the Initial Payment listed above and the shipping and handling charge on the checkout page of the website. In addition, during the Term, Customer shall pay to AMD the Monthly Usage Payment set forth above. The first Monthly Usage Payment shall be paid on the date one month following the Effective Date; all remaining Monthly Usage Payments shall be paid on or before the same day of each succeeding month during the Term. All payments shall be made to AMD in the manner set forth in this Agreement. Customer shall also purchase and recharge the PPC Control Unit with such additional minutes as Customer shall determine necessary from time to time. Subject to the terms set forth below in the Section entitled “Right to Make Changes,” Customer may purchase additional minutes from AMD pursuant to the terms described in its website or as otherwise published by AMD at the time the minutes are purchased. In addition, from and after the date upon which Customer may purchase additional minutes from AMD through AMD’s website, Customer agrees to pay AMD a processing charge of three dollars (\$3.00) for orders for additional minutes placed by telephone. Customer agrees at all times during the Term to supply AMD with a valid credit card and authorizes AMD to charge such credit card with all amounts which become due under this Agreement. All amounts due hereunder shall also be paid by Customer on demand by AMD.

5. **USE OF THE UNIT(S).** Subject to the terms and conditions of this Agreement, Customer shall at all times during the Term use the Unit(s) in strict accordance with approved and recommended safety standards, in accordance with the instructional manual and the instructional DVD, and in a manner consistent with published specifications for the Unit(s). At the time of the execution of this Agreement, Customer shall designate and tender to AMD, in writing, the location at which the Unit(s) will be used (the “Location”). AMD agrees to deliver the PPC Package(s) to the Location, for and in consideration of all of the payments due hereunder.

6. **NO LIENS AND ENCUMBRANCES.** At all times during the Term, Customer agrees to keep the Unit(s) free of any and all liens and encumbrances.

7. REPAIR OF THE PPC CONTROL UNIT.

A. Customer warrants and represents that the Location of the Unit and each item in the PPC Package is and will at all times during the Term remain in the continental United States. Unless otherwise provided below and provided that Customer is not in default of any of its obligations under this Agreement, during the Term AMD agrees, at its sole cost and expense, to repair all worn out, broken or malfunctioning PPC Control Unit parts pursuant to AMD’s standard repair and warranty policies or to replace a returned malfunctioning PPC Control Unit with one that is operational, as it shall determine in its discretion. If a PPC Control Unit is covered under the ORS program (described below) and is sent to AMD for repair, AMD shall bear all costs of shipping and insuring the Unit to and from AMD. If a Unit not covered under the ORS plan is sent to AMD for repair, Customer shall bear all costs of shipping and insuring the PPC Control Unit to and from AMD. Notwithstanding the foregoing, AMD will have no obligations under this Subsection A if (i) the returned PPC Control Unit ceased to operate properly for reasons relating to the condition or use of the expendables, (ii) the sole failure of the PPC Control Unit is a failure to change the color of water used in any footbath, (iii) the sole failure of the PPC Control Unit is to report a zero amperage reading, (iv) the returned PPC Control Unit ceased to operate properly as a result of unreasonable use, accident, or negligence by Customer, (v) the returned PPC Control Unit was modified or repaired by anyone other than AMD, (vi) the returned PPC Control Unit was used in a manner outside of published specifications, or (vii) the returned PPC Control Unit ceased to operate properly for any other reason unrelated to defective materials or workmanship, as AMD shall determine in the exercise of its sole discretion. If AMD determines, in its sole discretion, that the PPC Control Unit returned to it hereunder is at the time returned operational or that it is not obligated under the terms of this Subsection to repair or replace the PPC Control Unit, AMD shall have the right to charge Customer for repairs necessary to restore the PPC Control Unit to operating condition or for a replacement PPC Control Unit, as the case may be, and for

expenses it incurs in shipping (and insuring) the repaired/replaced PPC Control Unit to Customer, which may be paid in the manner provided by this Agreement or by Customer on demand by AMD.

B. Except as provided in Subsection A above, Customer agrees, at its sole cost and expense, to (i) keep the Unit(s) in good repair and operating condition and (ii) replace with new parts any and all worn, broken or malfunctioning parts. If a Unit not covered under the ORS plan (described below) is sent to AMD for repair, Customer shall bear all costs of shipping (and insuring) the PPC Control Unit to and from AMD.

8. **OVERNIGHT REPAIR.** If Customer accepts and agrees to purchase AMD's Overnight Repair Service ("ORS"), then while the ORS is in effect and provided that Customer has not defaulted under or breached this Agreement, the terms and conditions of this Section shall be incorporated into this Agreement. In all other circumstances, the terms and conditions of this Section shall NOT be a part of this Agreement. If the PPC Control Unit ceases to operate properly for any reason other than as set forth below, AMD will, within twenty four hours of its receipt of written notice from Customer certifying the PPC Control Unit's identification number, that the PPC Control Unit has ceased operation and the number of minutes remaining on the PPC Control Unit at the time it ceased operation, send Customer, at AMD's sole cost and expense, via next business day delivery service, a new or used replacement PPC Control Unit of the same type initially supplied hereunder pre-loaded with the number of minutes Customer certified as remaining on the non-operating PPC Control Unit. AMD will also supply Customer with a pre-paid shipping label to provide for the return of the non-operating PPC Control Unit, which Customer agrees to immediately return to AMD. If Customer certifies a greater number of minutes remaining on the non-operating PPC Control Unit than the actual number reported on the returned PPC Control Unit, AMD shall have the right to charge Customer for the difference in such minutes, under AMD's then current pricing schedule. Notwithstanding the foregoing, AMD will have no obligations under this Section (i) if the returned PPC Control Unit ceased to operate properly for reasons relating to the condition or use of the expendables, (ii) if the PPC Control Unit failure is a failure to change the color of water used in any footbath, (iii) if the sole PPC Control Unit failure is to report a zero amperage reading, (iv) if the returned PPC Control Unit ceased to operate properly as a result of unreasonable use, accident, or negligence by Customer, (v) if the returned PPC Control Unit was modified or repaired by anyone other than AMD, (vi) if the returned PPC Control Unit was used in a manner exceeding published specifications, or (vii) if the returned PPC Control Unit ceased to operate properly for any other reason unrelated to defective materials or workmanship. If AMD determines, in its sole discretion, that the PPC Control Unit returned to it hereunder is at the time returned operational or that it is not obligated under the terms of the ORS to supply Customer with a new or used PPC Control Unit, AMD shall have the right to charge Customer for all expenses it incurs in shipping the replacement PPC Control Unit to Customer and to restore the returned PPC Control Unit to good operating condition, which may be paid in the manner provided by this Agreement or by Customer on demand by AMD. The purchase price for the ORS is the monthly amount set forth above. Customer's first ORS payment shall be due and payable along with the first Monthly Usage Payment and all remaining monthly ORS payments shall be paid along with each succeeding Monthly Usage Payment. Monthly ORS payments may be paid in the manner provided by this Agreement or by Customer on demand by AMD. Customer shall have the right to cancel Customer's participation in the ORS on at least fifteen (15) days' prior written notice to AMD. Upon AMD's receipt of proper notice, the cancellation of Customer's participation shall be effective on the next following due date of Customer's monthly ORS payments. Once Customer has elected to cancel participation in the ORS, Customer may not thereafter during the Term participate in the ORS.

9. **PREPAYMENT OPTION.** Provided that Customer shall not have defaulted under or been in breach of this Agreement, Customer shall have the right at any time during the Term to prepay the payment plan at any time prior to the Final Payment Date by paying the Prepayment Amount through the Exchange Date and by returning the PPC Control Unit to AMD, at Customer's expense, in the same condition and state of repair as when it was delivered to Customer, ordinary wear and tear excepted. Within a reasonable period of time following AMD's receipt of the Prepayment Amount and the PPC Control Unit (in the same condition and state of repair as when it was delivered to Customer, ordinary wear and tear excepted), AMD will supply Customer with a new, like model IonCleanse PPC Control Unit without additional charge other than AMD's then current shipping and handling charge. For purposes of this Paragraph, the Prepayment Amount shall be the amount necessary to prepay all remaining Monthly Usage Payment due to AMD through the Term, as determined by AMD pursuant to its established policies. Customer may determine the Prepayment Amount at any time by contacting AMD and requesting it to supply the Prepayment Amount as of a date certain.

10. **RETURN OF UNITS AND ITEMS IN THE PPC PACKAGE.** Immediately prior to termination of this Agreement, Customer will return the Unit(s) to AMD, at Customer's expense, in the same condition and state of repair as delivered to Customer hereunder, ordinary wear and tear excepted. Notwithstanding the receipt of possession of the Unit by AMD immediately prior to termination of this Agreement, each Unit returned with accessories, attachments, or other missing items, or Units requiring repairs of any kind, shall remain subject to the terms of this Agreement without abatement of payments until said replacements or repairs have been completed and until Customer has reimbursed AMD for the cost thereof and until Customer has paid all such amounts. Customer shall be liable for immediate replacement of any Unit stolen, vandalized or destroyed while in Customer's possession or under Customer's control and there shall be no abatement of payments due hereunder until the Unit has been accepted by AMD, properly repaired or replaced or upon payment to AMD of compensation for the repair or replacement value thereof. AMD and Customer agree to the following replacement values: (i) for the Premier® control unit, Two Thousand Dollars (\$2,000.00); (ii) for the Solo® control unit, One Thousand Four Hundred Dollars (\$1,400); (iii) for the power supply, Two Hundred Fifty Dollars (\$250.00); (iv) for the foot tub, Nineteen and 95/100s Dollars (\$19.95); and (v) for the carrying case, Fifty Dollars (\$50.00). All amounts due hereunder shall be paid by Customer to AMD in any manner provided by this Agreement or, at AMD's option, on demand by AMD.

11. **INDEMNIFICATION.** Customer hereby agrees to indemnify and hold harmless AMD and its past, present and future shareholders, directors, officers, employees, attorneys and agents from and against any and all damage, loss, liability, or expense including, but not limited to, attorneys' fees and legal costs suffered or incurred by the indemnified parties directly or by reason of any demand, claim, suit or judgment brought by or in favor of any person or entity for damage, loss, liability or expense due to, but not limited to, bodily injury, including death resulting anytime there from, and property damage sustained by any such person or entity which arises out of, is occasioned by, or is in any way attributable to the use of the Unit or to the acts or omissions of Customer, its employees, agents, customers, or any others having access to the Unit. Such loss, damage, liability or expense shall include, but not be limited to, any injury or damage to person or property. In addition, Customer will indemnify and hold harmless AMD and its past, present and future shareholders, directors, officers, employees, attorneys and agents from and against any and all damage, loss, liability, or expense including, but not limited to, attorneys' fees and legal costs, from any liability to any person or entity on account of any damage to person or property arising out of any failure of Customer to comply in any respect with and/or to perform any of the requirements and provisions of this Agreement. All amounts due hereunder may be paid in the manner provided by this Agreement or by Customer on demand by AMD.

12. **ASSIGNMENT.** Customer shall not have the right to assign this Agreement or to rent or otherwise part with possession of any part of the Unit or PPC Package without the prior written consent of AMD thereto which AMD may grant or deny in its sole discretion. AMD shall have the right to assign this Agreement and/or the payments due it hereunder. In the event of an assignment of this Agreement by AMD, the assignee shall acquire thereby all rights and remedies possessed by or available to AMD and, upon AMD's assignment of this Agreement to the assignee, Customer shall have no further claims against AMD.

13. **RISK OF LOSS.** Customer agrees that all risk of loss to each Unit or item in the PPC Package passes to Customer at the time of delivery of the Unit and items in the PPC Package to the Location and remains with Customer until re-delivery of possession to AMD in connection with the termination of this Agreement. The term "loss" shall include, but not be limited to:

- (a) The loss of or damage to any Unit or any item in the PPC Package for any reason prior to such time;
- (b) The loss of or damage to any Unit or to any item in the PPC Package because of fire, or theft;
- (c) The loss of or damage to any Unit or any item in the PPC Package because of flood, hail, rain, lightning, windstorm, explosion, marine, general aviation, or any other casualty;
- (d) The death of or injury to any person or damage to the property of any person or entity as a result of, in whole or part, the use or condition of the Unit or any item in the PPC Package while in the custody, possession, or control of Customer, and Customer agrees to indemnify and hold AMD harmless from any claim, demand or judgment arising out of any condition causing any such death or injury; and,
- (e) The failure of Customer to maintain and repair any Unit or any item in the PPC Package as agreed and provide herein.

All amounts due hereunder may be paid in the manner provided by this Agreement or by Customer on demand by AMD.

14. DISCLAIMER OF WARRANTIES. AMD MAKES NO WARRANTIES, COVENANTS OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT OR ANY ITEM IN THE PPC PACKAGE(S) OTHER THAN THOSE SET FORTH SPECIFICALLY HEREIN. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, EACH UNIT AND EACH ITEM OF ITEM IN THE PPC PACKAGE(S) IS PROVIDED HEREUNDER "AS IS". Customer has made the selection of the Unit and each item in the PPC Package based upon Customer's own judgment and expressly disclaims any reliance upon any statements or representations made by AMD or any other person.

15. LIMITATION OF LIABILITY. CUSTOMER'S SOLE REMEDY FOR A DEFECT IN MATERIALS OR WORKMANSHIP IS SET FORTH HEREIN. IN NO EVENT SHALL AMD BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES OR INJURIES TO CUSTOMER OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES OR ANY USER OF THE UNIT OR ANY ITEM IN THE PPC PACKAGE, WHETHER OR NOT AMD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. ANY ACTION BY CUSTOMER FOR BREACH OF THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF SUCH BREACH OR SUCH ACTION SHALL LAPSE AND BE FOREVER THEREAFTER BARRED FOR ALL PURPOSES.

16. TAXES; COSTS OF ENFORCEMENT. In addition to the Monthly Usage Payment and all other charges due and payable under this Agreement, Customer agrees to pay all: (i) taxes levied against or based upon the value of the Unit and/or any item in the PPC Package or their use or based upon the amount due and payable hereunder and (ii) all costs and expenses (including attorney fees and costs) incurred by AMD in enforcing any of the terms, provisions, covenants, and indemnities provided herein and (iii) you will be responsible for a 35% collection fee. The term "taxes" includes all taxes, charges, assessments and fees, except income taxes incurred by AMD. Interest will be due and payable at the rate of 1.5% per month (18% per annum) upon all amounts unpaid more than five (5) business days of the date due. In addition, a late charge in the amount of Fifty Dollars (\$50.00) shall be due with respect to all amounts unpaid more than five (5) business days after the date due. All amounts due hereunder may be paid in the manner provided by this Agreement or by Customer on demand by AMD.

17. EVENTS OF DEFAULT. The following events shall constitute defaults on the part of Customer hereunder: the failure of Customer to pay any amount due AMD under this Agreement within five (5) days after the date on which the same shall become due; any breach or failure of Customer to observe or perform any of its other obligations hereunder; at any time AMD deems itself insecure, as it may determine in the exercise of its sole discretion; if after performing a credit check on Customer (to which Customer hereby consents) AMD determines, in the exercise of its sole discretion, that Customer is not sufficiently creditworthy; Customer becoming insolvent or bankrupt, or making an assignment for the benefit of creditors, or consenting to the appointment of a trustee or receiver, or a trustee or receiver being appointed for Customer or for a substantial part of Customer's property without its consent; or insolvency proceedings being instituted by or against Customer.

18. REMEDIES. Upon the occurrence of any default, AMD may, in addition to any other remedies which may be available to it under Colorado law, at its option and without notice or demand on Customer, declare this Agreement in default, and thereupon Customer shall immediately surrender the Unit and all items in the PPC Package to AMD and all rights of Customer therein shall be terminated. In addition, AMD may take possession of the Unit and all items in the PPC Package wherever found, with or without process of law, and for that purpose may enter upon any premises of Customer in any manner allowed by law without liability for suit, action, or other proceeding by Customer and remove the same. AMD may hold, rent, sell, lease, or otherwise dispose of the Unit and all items in the PPC Package, without affecting the obligation of Customer as in this Section provided. All minutes remaining on the PPC Control Unit shall be forfeited by Customer and Customer shall not be entitled to compensation therefore. AMD shall be entitled to all gains and all profits prevented, or damages sustained by reason of Customer's default.

19. RIGHT TO MAKE CHANGES. AMD reserves the right to change prices and any other conditions in this Agreement at any time by providing notice of such change on its website or otherwise in writing to Customer prior to

the time the change is to take effect. If Customer fails to terminate this Agreement at the time such a change is to become effective, Customer hereby accepts such change.

20. WAIVERS. All demands for payment and performance and all notice of nonpayment under this Agreement are hereby waived by Customer. No express or implied waiver by AMD of any event of default shall constitute a waiver of any other event of default by AMD or a waiver of any of AMD's other rights. Customer hereby expressly waives any and all claims and demands for loss or damage, including but not limited to, loss of profits, or other alleged consequential damages against AMD arising out of, in connection with or in any way resulting from Customer's possession or use of the Unit and/or any item in the PPC Package and AMD's performance of its obligations hereunder.

21. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be construed or deemed by the Parties hereto, or by any third party, as creating a relationship of agency, partnership, joint venture, or seller/purchaser between AMD and Customer, nor the fact that other contractual relationships may exist between AMD and Customer shall be deemed to create any relationship between AMD and Customer other than the contractual relationship created by this Agreement. Customer agrees that all certificates of title or registration applicable to the Unit and/or any item in the PPC Package shall reflect AMD's ownership thereof.

22. LIMITATION OF DAMAGES. In no event shall AMD be liable for incidental, consequential or other damages of any kind or nature, or for damages or injuries to Customer or its employees, agents, customers, patients or invitees or to the agents or employees of any of them.

23. WAIVER OF JURY TRIAL. CUSTOMER HEREBY (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY, AND (B) WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH AMD AND CUSTOMER MAY BE PARTIES ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS AGREEMENT.

24. VENUE AND JURISDICTION. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any state court located in the County of Arapahoe, Colorado. Each Party to this Agreement: (i) expressly and irrevocably consents and submits to the jurisdiction of each state court located in the County of Arapahoe, Colorado (and each appellate court located in the State of Colorado) in connection with any such legal proceeding, including any legal proceeding to enforce any settlement, order or award; (ii) agrees that each state court located in the County of Arapahoe, Colorado shall be deemed to be a convenient forum; and (iii) waives and agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state court located in the County of Arapahoe, Colorado, any claim that such Party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court. Each Party agrees to the entry of an order to enforce any resolution, settlement, order or award made pursuant to this Paragraph/Section by the state courts located in the County of Arapahoe, Colorado and in connection therewith hereby waives, and agrees not to assert by way of motion, as a defense, or otherwise, any claim that such resolution, settlement, order or award is inconsistent with or violates the laws or public policy of the laws of the State of Colorado or any other jurisdiction.

25. PROPRIETARY RIGHTS. Customer acknowledges and agrees that all intellectual property rights in and to the Unit and/or any item in the PPC Package is and shall at all times remain the sole and exclusive property of AMD. Customer will not, directly or indirectly, reverse engineer the Unit and/or any item in the PPC Package or take any action to break any code embedded in the Unit and/or any item in the PPC Package.

26. MISCELLANEOUS. It is further agreed that (i) this Agreement shall be governed in all respects by the laws of the State of Colorado, without reference to its conflict of laws provisions, and, except as otherwise herein provided, shall bind and inure to the benefit of the permitted heirs, personal representatives, successors and assigns of AMD and Customer, (ii) each provision of this Agreement shall be treated as severable to the end that if any one or more provisions shall be adjudged or declared illegal, invalid, or unenforceable, this Agreement shall be interpreted, and shall remain in full force and effect, as though such provision or provisions had never been contained in this Agreement, (iii) no amendment, modification, agreement, waiver, consent, or approval pertaining to the subject matter of this Agreement shall be binding upon either Party hereto unless in writing and signed by such Party, (iv) any waiver of terms hereof shall

be effective only in the specific instance and for the specific purpose given, (v) this Agreement and the attachments constitute the entire agreement between the Parties with respect to the subject matter hereof: there are no representations, warranties, or agreements except as set forth herein, (vi) any reference to a gender shall include the masculine, feminine and neuter genders and the singular the plural, and vice versa, when the context so requires, (vii) Customer's obligations under Paragraphs 7, 10, 11, 12, 14, 15, 16, 22, 23, 24, 25, 26 and 27 shall survive this Agreement, and (viii) any number of counterparts of this Agreement may be executed by any one or more Parties hereto, and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures until such time, if ever, as original counterparts are exchanged by the Parties.

27. **PERSONAL GUARANTEE.** As an inducement to AMD to enter into this Agreement, the undersigned, acting individually, hereby absolutely and unconditionally guarantees to AMD, the prompt and full payment of all amounts to be paid by Customer to AMD under this Agreement and the full performance and observance by Customer of all the other terms, covenants, conditions and agreements contained in this Agreement to be performed and observed by Customer, for which the undersigned shall be jointly and severally liable with Customer. The undersigned, acting individually, agrees that in the event of a default by Customer under this Agreement, AMD may proceed against the undersigned before, after or simultaneously with a proceeding against Customer. The undersigned, acting individually, further covenants and agrees that: (i) he/she shall be bound by all the provisions, terms, conditions, restrictions and limitations contained in this Agreement which are to be observed or performed by Customer; and (ii) this Guaranty shall be absolute and unconditional and shall be in full force and effect with respect to any amendment, addition, assignment, transfer or other modification of this Agreement, whether or not he/she shall have knowledge or have been notified of or agreed or consented thereto.

[END OF TERMS & CONDITIONS]