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## MASTER SERVICES AND PRODUCT PURCHASE AGREEMENT

This Master Services and Product Purchase Agreement (the "Agreement"), dated as of \_\_\_\_\_ (the "Effective Date"), by and between American Barcode and RFID Incorporated, an Arizona corporation (the "Company"), with its registered office at 3431 East Elwood Street, Phoenix, AZ 85040 and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Purchaser"), with its registered office at \_\_\_\_\_.

WHEREAS, Company is in the business of creating and implementing customized Automatic Identification and Data Collection ("AIDC") solutions for end-users and is a value added reseller of AIDC products.

WHEREAS, Purchaser desires to retain Company to implement an AIDC solution and provide the Products and Services required in association therewith.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties to this Agreement agree as follows:

### **1. Definitions**

For purposes of this Agreement, the following terms shall have the following meanings:

- (a) "Intellectual Property Rights" include, but are not limited, any right and title to, ownership of, and interest in any inventions, improvements, enhancements, modifications, developments, copyrights, trademarks, service marks, trade secrets, patents, moral rights, contract rights, and any other proprietary rights, whether now known or hereafter recognized in any jurisdiction.
- (b) "Derivative Works" shall mean any code, software and other intellectual property which is any improvements, modifications, new versions, enhancements or updates to the Source Code.
- (c) "Field" shall mean the package delivery services field and strictly within the United States of America.
- (d) "Inventions" shall mean any idea, design, concept, technique, invention, discovery, enhancement or improvement, whether or not patentable, that is conceived or reduced to practice by one or more persons during or in connection with the performance of Services (hereinafter defined) under this Agreement.
- (e) "Programs" shall mean any computer software program or programs, or any portion of such program or programs, together with all related

materials, documentation and information, or any portion thereof and any modifications, corrections, improvements, enhancements and updates thereto, in any form, tangible or intangible, used by Company in connection with providing Services under this Agreement.

- (f) "Source Code" shall mean the human readable source code for the software application, architecture, associated host system software and technology to be developed and more fully described in the SRDS.
- (g) "Tools" shall mean any method, process or technique used by Company in connection with providing Services under this Agreement.

### **2. Services and Source Code**

- (a) Company shall perform for the Purchaser those professional and/or managed services described in the work order or Systems Requirement Design Study ("SRDS"), attached hereto as Exhibit A (the "Services").
- (b) Company acknowledges that Company is, and its employees are, acting as independent consultants and not as an employee or employees of Purchaser and, that neither Company nor its employees shall be eligible for any benefits made available to employees of Purchaser.
- (c) Purchaser acknowledges that Company's obligations are expressly conditioned upon the Purchaser, at Purchaser's expense: (i) providing adequate access, where applicable, to all facilities, knowledgeable personnel, background information, content, computer systems, software, technical matter and data required for Company to provide the Services, (ii) completing all tasks Purchaser has agreed to perform in a timely manner and (iii) rendering assistance to Company as requested from time to time to facilitate performance of the Services.
- (d) Within five (5) days after the Company's receipt of payment for the Source Code as set forth in the SRDS, the Company shall delivery one (1) complete electronic copy of the Source Code to Purchaser for use in connection with this Agreement.

### **3. Products**

- (a) Purchaser may purchase from Company the hardware products and licenses to third party software products described in the SRDS, if any (collectively, the "Products"). Any different or additional terms or conditions contained in any other document submitted by the Purchaser or Company are hereby rejected.



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- (b) Neither Company's commencement of performance, shipment or delivery of Products shall be deemed or construed as acceptance of any additional or different terms and conditions proposed by Purchaser. Purchaser agrees that all purchase orders placed by Purchaser, shall be governed by the SRDS, this Agreement and any addenda or amendments thereto, whether or not such terms and conditions accompany Company's delivery of such Products.

#### **4. Service Fees; Product Purchase Prices and Support.**

- (a) **Services.** In consideration of Company providing the Services and delivering the Deliverables, Purchaser shall pay to Company the fees and reimburse the Company those certain expenses as set forth in the SRDS, or as otherwise described in this Agreement. Purchaser shall pay all international, federal, state or local tariffs, duties, withholdings and taxes (other than taxes on Company's net income), including, without limitation, sales, use, excise, privilege, ad valorem and property taxes, or amounts in lieu thereof, based on any fees or charges payable under this Agreement or based on any Services performed hereunder, whether such tariffs, duties or taxes are now or hereafter imposed by said jurisdictions (collectively, the "Taxes").
- (b) **Products.** The purchase price for Products shall be the amounts set forth in the SRDS. Unless otherwise agreed in writing by Company and Purchaser, such prices are exclusive of any applicable Taxes. Purchaser shall pay when due any Taxes (other than any tax based solely on the net income of Company) arising out of the transactions contemplated by this Agreement and shall indemnify and hold harmless Company from any and all such Taxes.
- (c) **Support.** As set forth in the SRDS, for a period of sixty (60) days after delivery of the Source Code to Purchaser, the Company shall provide reasonable technical support to Purchaser in connection with the Source Code. After such sixty (60) day period, Purchaser shall not be entitled to receive any software maintenance, support, updating, bug fixes, new releases or any other services or software of any kind whatsoever with respect to the Source Code, whether pursuant to this Agreement, any other agreement between the parties or otherwise.

#### **5. Expenses**

- (a) Except where otherwise provided in the SRDS, all expenses of Company or its employees shall be the responsibility of Company. Notwithstanding the foregoing, Company will invoice the Purchaser at

Company's costs for all pre-approved travel, lodging and other travel related expenses for Company's personnel if Purchaser requests Company's personnel to travel to Purchaser's site or another site designated by Purchaser.

- (b) Any expenses pre-approved by Purchaser such as media, materials, specifically rented or purchased equipment, prototyping, special development tools, component procurement, product inventory purchases, external testing, disposal costs, and other related expenses will also be billed to Purchaser at Company's cost. All allowable expenses hereunder are subject to Purchaser's review and prior approval and require submission of appropriate accompanying documentation evidencing expenses to be reimbursed.

#### **6. Terms of Payment and Delivery**

- (a) **Services and Products.** Except where otherwise provided in the SRDS, fifty-percent (50%) of the total amount due for the Services, Products and delivery of the Deliverables is due in advance, with the balance due and payable by Purchaser net cash fifteen (15) days from the date of Company's invoice, without deduction or setoff of any kind. All payments by Purchaser to Company shall be made in United States dollars.
- (b) **Late Payment Interest.** Purchaser shall pay to Company interest on any amounts due but unpaid, within fifteen (15) days after Company notifies the Purchaser in writing that such payment is past due, at the rate of the lesser of ten percent (10%) per annum or the maximum rate permitted by law, computed for each twenty-four (24) hour period during which payment remains in arrears.

#### **7. Product Returns**

- (a) Except as otherwise provided in the SRDS, Products may be returned to the Company within fifteen (15) days from date of delivery under the following conditions (i) a Return Material Authorization ("RMA") number is first obtained from Company's Customer Service Department prior to returning any qualified Products; (ii) all returned Products must be packaged in the original manufacturer's box(s) and include all manuals, cables, warranty cards, static bags, etc.; (iii) returned Products must be unused, clean and free of damage of any kind; and (iv) Purchaser shall be responsible for any freight charges incurred in returning Products to Company.
- (b) A minimum restocking fee of twenty-five (25%) will be charged to Purchaser by Company for any Product returned by Purchaser. All Products shall



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be non-returnable to Company after fifteen (15) days from date of delivery to Purchaser. Except as otherwise provided in the SRDS, print heads, bar code supplies, software, service contracts or any special order or custom-made products will be non-returnable. Sales of the foregoing items shall be final.

## **8. Reservation of Security Interest in Products**

Company reserves and retains a security interest in each Product and the proceeds thereof until payment in full has been made by Purchaser for each such Product. This Agreement constitutes a security agreement between Purchaser, as debtor, and Company, as secured party, under the Uniform Commercial Code, and Company has the rights and remedies of a secured party there under.

## **9. Term and Termination**

- (a) The term of Company's Services under this Agreement shall commence on the Effective Date and shall continue for the period set forth in the SRDS (the "Term").
- (b) Either party shall have the right to terminate this Agreement in the event that the other party fails to cure any material breach of this Agreement within thirty (30) days after receipt of notice from the other party or files a petition for bankruptcy, becomes insolvent or dissolves.
- (c) Company may terminate this Agreement upon written notice to the Purchaser in the event Purchaser fails to pay Company any amounts due hereunder within fifteen (15) days after Company notifies the Purchaser in writing that such payment is past due.
- (d) Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- (e) Upon the expiry or termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiry or termination, except for those, which by their terms survive such termination or expiry. The termination of this Agreement in any of the circumstances aforesaid shall not in any way affect or prejudice any right accrued to any party against the other party, prior to such termination. For avoidance of doubt, it is clarified that immediately upon the expiry or termination of this Agreement for any reason whatsoever (i) the Services shall cease being performed; (ii) any unpaid fees and charges due to Company hereunder shall become immediately due and payable; and (iii) unless this

Agreement is terminated by the Company pursuant to Section 9(d) above, Purchaser's license to the Deliverables shall cease and be of no further force or effect. In the event this Agreement is terminated by the Company pursuant to Section 9(d) above Purchaser shall retain all rights and licenses to continue to use, copy, integrate, modify, enhance, and create Derivative Works of the Deliverables subject to the limitations and continued compliance with the restrictions on the use of the Deliverables set forth in this Agreement.

## **10. Ownership of Intellectual Property**

- (a) Company is and shall be the exclusive owner or licensee of all right, title and interest in and to the Source Code, the deliverables of the Services set forth in the SRDS and all Intellectual Property Rights relating thereto or any portion of the foregoing items (collectively, "Deliverables"). No transfer of any Intellectual Property Rights is made pursuant to this Agreement. Company represents and warrants that any and all Deliverables shall not infringe or misappropriate the rights of any third party, including, but not limited to intellectual property rights. Company grants Purchaser (and its current and future affiliates, subsidiaries, parents and divested companies) a perpetual, nonexclusive, nontransferable, royalty-free, fully paid-up, license to use, copy, integrate, modify, enhance, create Derivative Works of (including by Purchaser's contractors, but solely for Purchaser's benefit) the Deliverables strictly in association with Purchaser's business and strictly for use in the Field. Company further grants Purchaser (and its current and future affiliates, subsidiaries, parents and divested companies) a perpetual, nonexclusive, nontransferable, royalty-free, fully paid-up license to use the Inventions, Programs and/or Tools delivered to Purchaser in accordance with the SRDS strictly in association with Purchaser's business. This license does not permit use of the Deliverables by any other persons, unless otherwise previously agreed to by Company in writing.
- (b) Purchaser shall exclusively own all Derivative Works of the Source Code made, developed or otherwise created by Purchaser, subject to the Company's ownership in the underlying Source Code.
- (c) Purchaser shall take no actions which impair or infringe Company's Intellectual Property Rights and shall give immediate written notice to Company of any claim of infringement it becomes aware of with respect to any Deliverable. Purchaser shall not use, copy, modify, transfer, download, merge, make any



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translation or Derivative Work or otherwise deal with the Deliverables except as expressly provided in this Agreement. In no event shall Purchaser cause or permit the disassembly, reverse compilation or other decoding of any Deliverable except as expressly provided in this Agreement or with the prior written consent of the Company. Purchaser agrees to ensure that any copy of the Source Code in Purchaser's possession or control shall maintain the Company's copyright legend and a notice that the Source Code is the confidential property of the Company and that access thereto is limited by the provisions of this Agreement that have been placed upon the Source Code by the Company. Company agrees to not include any locks, restrictions, Trojan horses or any other code which limits Purchasers use of the Deliverables.

## **11. Confidentiality**

- (a) Each party acknowledges that it will acquire knowledge of Confidential Information (as defined below) in connection with its performance hereunder and agrees to treat such information as confidential during the Term and following termination or expiration of this Agreement. "Confidential Information" includes but is not limited to all information, whether written or oral, and in any form, including without limitation, information relating to or concerning the research, Intellectual Property Rights, development, products, software (including without limitation the Source Code), methods of manufacture, business plans, customers, vendors, finances, personnel data, third party proprietary or confidential information and other material or information considered proprietary relating to the current or anticipated business or affairs which is disclosed directly or indirectly to either party. "Confidential Information" does not include any information (i) which either party lawfully knew without restriction on disclosure before it was disclosed, (ii) which is now or becomes publicly known through no wrongful act or failure to act of either party, (iii) which either party developed independently without use of the Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to either party by a third party as a matter of right and without restriction on disclosure. In addition, either party may disclose Confidential Information, which is to be disclosed pursuant to a requirement of a government agency or law so long as either party provides prompt written notice to the other party of such requirement prior to disclosure.

- (b) Neither party shall at any time disclose or furnish to any firm, person or corporation or use, directly or indirectly, for any reason or purpose, any Confidential Information of the other party or any of its subsidiaries or affiliates of which such party may become aware as a result of the Services being performed, including without limitation any customer or end-user information, if any, arising out of the Services.
- (c) The Source Code will be Confidential Information for purposes of the foregoing restrictions and Purchaser will limit access to the Source Code solely to Purchaser's employees and contractors that have entered into written nondisclosure agreements with Purchaser. Notwithstanding anything contained herein to the contrary, Purchaser acknowledges and agrees that the Source Code constitutes the Confidential Information of the Company, and Purchaser shall not upload, distribute, disclose or otherwise submit the Source Code to any third party except as expressly permitted by this Agreement, including without limitation, any open source community, repository or redistribution website or forum.
- (d) Each party agrees that, in the event of a breach or threatened breach of the terms of Section 10 or Section 11, monetary damages may be an insufficient remedy for unauthorized disclosure or use of the other party's Confidential Information or Intellectual Property Rights, and that such party shall be entitled, without waiving any other rights or remedies, to seek an injunction or other equitable remedy prohibiting any such breach without the need to post a bond or other security.
- (e) The provisions of Section 10 and Section 11 shall survive the expiration and termination of this Agreement.

## **12. Indemnities**

- (a) Purchaser hereby indemnifies and shall defend and hold harmless Company and its officers from any loss, claims, liability, damages or costs (including but not limited to reasonable attorneys' fees and expenses) based on the operations, performance and/or nonperformance of any material provided by Purchaser to Company or any infringement by any material provided by Purchaser to Company of any Intellectual Property Rights or proprietary right of a third party; except to the extent that (i) the infringement results from a change to the material so provided by Purchaser, and such infringement would not have occurred but for such change being made, (ii) the infringement directly results from



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specifications or functions provided solely by Company or (iii) use of the materials by Company in conjunction with other products or components where there would be no infringement without use of such other products or components. Purchaser shall also indemnify, defend and hold Company harmless against any expense or liability from claims of unfair competition or infringement or contributory infringement of any patents, trademarks, trade secrets or copyrights related to Purchaser's use of any Product or Deliverable in combination with products not supplied by Company, only to the extent such claims relate to the products or materials not supplied by the Company, except to the extent that the infringement directly results from specifications or functions provided solely by Company.

- (b) Company hereby indemnifies and shall defend and hold harmless Purchaser from all liability, damages, loss, cost or expense (including but not limited to reasonable attorneys' fees and expenses) arising out of any claim asserting that the Deliverables infringe, misappropriate, or violate any third party's intellectual property rights, including but not limited to, patent, trademark, copyright, or trade secret rights, except to the extent that (i) the infringement results from a change to the Deliverables made by a party other than Company, and such infringement would not have occurred but for such change being made, (ii) the infringement directly results from specifications or functions provided by Purchaser to Company, or (iii) use of the Deliverables in conjunction with other products or components where there would be no infringement without use of such other products or components.
- (c) In the event of an infringement claim described in Section 12 (b), in addition to the above indemnification, Company shall, at its sole cost and discretion, do one of the following: modify the infringing portion of the Deliverables so that it does not infringe or misappropriate, replace the infringing portion of the Deliverables with non-infringing or non-misappropriating replacements, or if none of the foregoing are commercially practicable, terminate this Agreement, or portions thereof covering the infringing portion of the Deliverables.

### **13. Service Warranties.**

Company warrants that for a period of ninety (90) days after delivery to Purchaser, Company will use its commercially reasonable efforts to ensure that the Deliverables delivered pursuant to the Services

substantially conform to the descriptions and requirements set forth in the SRDS.

### **14. Product Warranties.**

Company transfers to Purchaser, to the extent so permitted, all warranties, if any, that Company has received from the manufacturers of the Products only to the extent provided by each such manufacturer and subject to all conditions of such manufacturer's warranty. Should any Products be found not to conform with a particular manufacturer's warranty during the warranty period for such Product, Purchaser shall promptly notify Company, and Company shall, at its sole option, (i) contact the manufacturer and request that it provide to the Purchaser the remedy available from the manufacturer, if any, (ii) repair or replace the defective Product or (iii) refund to Purchaser or issue a credit to Purchaser for the purchase price of the defective Product. Prior to returning any Product for warranty repair, Purchaser shall first contact Company for an RMA number.

### **15. Disclaimer or Warranties and Exclusive Remedies.**

- (a) **DISCLAIMER OF WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES NO WARRANTIES TO PURCHASER, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THAT THE DELIVERABLES OR PRODUCTS WILL MEET PURCHASER'S REQUIREMENTS, THAT THE DELIVERABLES OR PRODUCTS WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION, AND ANY OTHER WARRANTY CONCERNING OR RELATED TO THE DELIVERABLES OR PRODUCTS PROVIDED BY COMPANY, EXPRESS, IMPLIED, STATUTORY, OR IN ANY PROVISION OF THE SRDS.
- (b) **EXCLUSIVE REMEDIES.** THE REMEDIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE PARTIES WITH RESPECT TO THE DELIVERABLES AND PRODUCTS AND SHALL APPLY NOTWITHSTANDING FAILURE OF THEIR ESSENTIAL PURPOSE.
- (c) **WIRELESS CARRIERS.** TO THE EXTENT THE SERVICES INCORPORATE MANAGED SERVICES INCORPORATING WIRELESS SERVICES, PURCHASER EXPRESSLY



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UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT PURCHASER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN COMPANY AND THE UNDERLYING CARRIER. IN ADDITION, PURCHASER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO PURCHASER AND PURCHASER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY

**16. Limitation of Liability.**

IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS BE HELD LIABLE TO THE OTHER PARTY FOR ANY LOSS OF DATA, LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER FORM OF LIABILITY, INCLUDING WITHOUT LIMITATION INFRINGEMENT) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM ITS NEGLIGENCE, SHALL NOT EXCEED THE AMOUNT EQUAL TO THE PAYMENTS MADE BY PURCHASER TO COMPANY PURSUANT TO THIS AGREEMENT. THE ABOVE LIMITATIONS SHALL NOT APPLY TO THE EXTENT OF (I) ANY BREACH BY PURCHASER OF THE LICENSE RESTRICTIONS OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY RIGHTS OF COMPANY, (II) ANY PAYMENT OBLIGATIONS OF PURCHASER HEREUNDER AND (III) EACH PARTY'S INDEMNIFICATION OBLIGATIONS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE

**17. Non-Solicitation of Employees**

During the term of this Agreement and for twelve (12) months thereafter, Purchaser and Company agree not to knowingly induce or influence, either directly or indirectly, any of the other party's employees to terminate their employment and work for such party or any other person.

**18. Miscellaneous.**

- (a) Notices: Any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered personally, mailed by registered or certified mail, return receipt requested, nationally recognized overnight carrier or faxed to the parties at their respective addresses first set forth above (or at such other address as a party may specify by notice to the other).
- (b) Governing Law: The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, excluding that body of law applicable to choice of law. The parties consent and submit to the jurisdiction and venue of the state and federal courts located in Maricopa County of the State of Arizona to determine the validity, construction and performance of this Agreement.
- (c) Waiver: The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- (d) Force Majeure: Company shall be excused from liability for unusual delays or failure to deliver or fill any requirements under this Agreement, any work order or SRDS attached hereto (collectively, the "Agreement Documents") where such delay or failure is caused by acts of God, fires, floods, strikes, work stoppages, accidents, allocations, terrorism or other controls, or regulations, including export or import regulations of any foreign or U.S. federal, state or local government, shortage of trucks or any other means of transportation, fuels, materials or labor, or any other cause beyond Company's reasonable control, whether or not similar in kind or class to those mentioned.
- (e) Dispute Resolution: In the event of a good faith dispute regarding this Agreement, the parties will negotiate in good faith to resolve such dispute. If the dispute has not been resolved as provided herein



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within sixty (60) days of the initiation of such procedure, either party shall be free to seek appropriate legal recourse at law or in equity.

- (f) Assignability: This Agreement, the licenses granted, and the parties' rights and obligations hereunder may not be assigned by either party except with the express written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment not in compliance with the foregoing shall be null and void and of no effect; provided, however, that Company may assign this Agreement to a successor entity in the event of a merger, acquisition, sale, or license of all or substantially all of Company's assets or stock. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and its respective heirs, personal representatives, successors and assigns.
- (g) Entire Agreement: The Agreement Documents constitute the entire understanding between the parties hereto with respect to the subject matter hereof and supersede any and all prior agreements and understandings between the parties hereto with respect to the subject matter hereof, including, without limitation, any warranties, representations, or agreements between Purchaser and Company not set forth in the Agreement Documents.
- (h) Modification: No waiver, amendment or modification of this Agreement or any portion thereof, including future representations that are inconsistent with the terms set forth herein, will be valid unless made in writing and duly executed by each party hereto.
- (i) Severability: In the event one or more of the provisions contained in this Agreement shall be held invalid by a court of competent jurisdiction, that

shall in no way affect the legality, validity, and enforceability of the remaining provisions contained herein.

- (j) Acknowledgment: Purchaser and Company acknowledge that they have read this Agreement, that they have had an opportunity to consult with an attorney regarding the terms and conditions hereof, that they fully understand the meaning and significance of such conditions, and accept and sign this Agreement at their own free will and complete understanding of its present and future legal effect.
- (k) Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- (l) Counterparts: This Agreement may be executed in two or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (m) Necessary Acts, Further Assurances. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

**American Barcode and RFID, Inc.,  
An Arizona corporation**

\_\_\_\_\_  
[Purchaser]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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**Exhibit A**

[Attach Work Order or SRDS]