ELO TOUCH SOLUTIONS PURCHASE ORDER TERMS & CONDITIONS

These Elo Touch Solutions Purchase Order "Terms and Conditions" are incorporated into and made a part of the purchase order ("PO") between the parties. As used herein, "Elo" means Elo Touch Solutions, Inc. (including its affiliates) and "Seller" means the seller (including its affiliates) identified in the PO. In the event any term of any agreement, including any Seller purchase order, invoice or quotation, between Seller and Elo conflicts with these Terms and Conditions, these Terms and Conditions shall govern. Seller and Elo hereby agree as follows:

1. SERVICES & DELIVERABLES. Seller agrees to perform the services ("Services") and/or provide the goods and deliverables (collectively referred to as "Goods"), described in the PO, in accordance with the PO and these Terms and Conditions. Upon acceptance of the PO, shipment of Goods, or commencement of a Service, Seller shall be bound by the provisions of these Terms and Conditions. Any term or condition in any Seller purchase order, confirmation or other document furnished by Seller which is in any way inconsistent with, or in addition to, the Terms and Conditions is hereby expressly rejected, and shall be superseded by these and Conditions. The PO and these Terms and Conditions are expressly limited to, and expressly made conditional on, Seller's acceptance of the PO and these Terms and Conditions.

2. DELIVERY & ACCEPTANCE. Seller's delivery of Goods shall be made pursuant to the schedule or dates identified in the PO, or as agreed to by the parties in writing, via the carrier and to the place or destination specified in the PO. Elo shall have a reasonable period of time after receipt of the Goods and before payment to inspect the Goods for conformity hereof. Goods shall not be deemed accepted until Elo has run an adequate test to determine whether the Goods conform to the specifications hereof. If Goods tendered do not wholly conform to the provisions hereof, Elo shall have the right to reject such Goods.

3. PAYMENT. As full consideration for the performance of Services and delivery of Goods as provided herein, Elo shall pay Seller the amount (in the currency) specified in the PO and any required sales tax on such purchase pursuant to Seller's monthly invoice. Unless specified otherwise in the PO, Elo's payment shall be due within sixty (60) days of each such invoice. Seller will pay all bank charges, or transfer or miscellaneous taxes, duties, levies and other costs and commissions associated with nonstandard methods of invoicing and payment. Seller is solely responsible for paying all required taxes, (including, but not limited to, property, or excise taxes with respect to the provision of Goods) except for any sales tax or income tax assessed upon Elo. Where Elo is required by law to pay withholding tax, Elo will make payment to Seller less such withholding tax and account to the relevant tax authority.

4. WARRANTIES.
   a. Goods. Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of three (3) years from the date of delivery to Elo.
   b. Services. Seller warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by others of similar quality to Seller's business. Further, 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 these Terms and Conditions. Seller represents and warrants that the performance of Services under these Terms and Conditions will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.
   c. Insurance. Each party agrees to keep in full force and effect comprehensive general liability insurance with a combined single limit in an amount not less than $1,000,000 per occurrence, and $2,000,000 aggregate (or equivalent coverage under an "umbrella" policy), including comprehensive form premises and operations, independent contractors, products and completed operations, personal injury, contractual, and broad form property damage liability coverage. The parties agree that upon request, they will deliver to each other the applicable certificates of insurance naming the other party as an additional insured and will reasonably endeavor to notify the other prior to any termination, expiration or change in coverage provided thereunder.

5. CONFIDENTIALITY. Seller may acquire Elo Confidential Information (defined below) in connection with its performance hereunder and agrees to keep such Elo Confidential Information in confidence during and following termination or expiration of these Terms and Conditions. "Elo Confidential Information" means all proprietary and non-public information, and information that by its nature is reasonably expected to be confidential and that is disclosed to Seller by Elo, whether in written, oral, electronic, or other form including, but not limited to, inventions, prototypes, computer programs, ideas, data, designs, sketches, product concepts, benchmark and business and financial information, and any summaries or portion thereof. Elo Confidential Information does not include information which: (a) is publicly available prior to the time of disclosure; (b) becomes publicly available to Seller after disclosure through no fault of, or breach of these Terms and Conditions by, Seller; (c) is in the possession of Seller at the time of disclosure; (d) is obtained by Seller from a third party who is not bound by a confidentiality restriction; or (e) is independently developed by Seller without use of or reference to Elo Confidential Information.

Seller agrees not to copy, alter or directly or indirectly disclose any Elo Confidential Information to any third party; provided, 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 Elo of such requirement prior to disclosure. Seller agrees to limit its internal distribution of Elo Confidential Information to Seller's employees or contractors who have a need to know, and are obligated to Seller to maintain Elo Confidential Information under confidentiality terms no less protective than those contained 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 Elo Confidential Information. Seller will not use Elo Confidential Information except in the course of performing hereunder and will not use Elo Confidential Information for its own benefit or for the benefit of any third party. All Elo Confidential Information is and
shall remain the property of Elo. Upon Elo's written request or the
termination of these Terms and Conditions, Seller shall return to Elo all
Elo Confidential Information and all copies thereof.

7. TERM AND TERMINATION. Unless specified otherwise in the PO,
these Terms and Conditions will be in effect from the date of delivery of
the Goods or start of the Services (whether in part or whole) and
continue for a period of one (1) year. This writing does not constitute a
firm offer within the meaning of Section 2205 of the California
Commercial Code, and may be revoked at any time prior to
acceptance. Elo hereby reserves the right to reschedule any delivery,
or cancel the PO with respect to standard Goods (i.e., not “custom
product), at any time prior to shipment of the Goods or prior to
commencement of any Services. Elo shall not be subject to any
charges or other fees as a result of such cancellation. In the event
Seller fails to deliver the Goods within the time specified, if any, Elo
may, at its option, decline to accept the Goods and terminate these
Terms and Conditions or may demand its allocable fair share of Seller's
available Goods and terminate the balance of these Terms and
Conditions. Elo may terminate these Terms and Conditions immediately
upon written notice to Seller if Seller fails to perform or otherwise
breaches these Terms and Conditions, files a petition in bankruptcy,
becomes insolvent, or dissolves. Elo may terminate these Terms and
Conditions, or any Service(s), for any other reason upon thirty (30)
days' written notice to Seller.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL ELO (INCLUDING
ELO'S AFFILIATES) BE LIABLE TO SELLER, OR ANY THIRD PARTY
FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL
DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THESE
TERMS AND CONDITIONS, OR BE LIABLE IN THE AGGREGATE
FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS PAID OR
PAYABLE BY ELO UNDER THESE TERMS AND CONDITIONS
WHETHER BASED ON BREACH OF CONTRACT, TORT
(INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF
WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER
OR NOT THE PARTY SEEKING A REMEDY HAS BEEN ADVISED OF
THE POSSIBILITY OF SUCH DAMAGE.

9. FORCE MAJEURE. Elo shall not be liable for any failure to perform
including failure to (a) accept performance of Services or, (b) 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 Elo is so
excused, either party may terminate these Terms and Conditions and
Elo shall at its expense and risk, return any Goods received to the
place of shipment.

10. MISCELLANEOUS.
   a. Independent Contractors. Seller will not be an employee of Elo but,
      rather, will have the status of an independent contractor and nothing
      herein will be deemed to place the parties in the relationship of
      employer-employee, principal-agent, partners or joint venturers.
      Seller will be responsible for the payment of any and all federal, state
      and local taxes of any kind incurred by Seller resulting from the
      services performed hereunder, including income and FICA tax. Seller
      will have no power to contractually bind or incur any debt or liability
      on behalf of Elo for any obligations or contracts of any kind or nature
      without the prior written consent of Elo. Seller is solely responsible
      for ensuring that all required tax withholdings are made.
   b. No Assignments. Seller may not assign these Terms and
      Conditions or any of its rights or obligations under these Terms and
      Conditions, without the prior written consent of Elo. Any assignment
      or transfer without such written consent shall be null and void. These
      Terms and Conditions shall inure to the benefit of, and be binding
      upon, the successors and assigns of Elo without restriction. A waiver
      of any default hereunder or of any term or condition of these Terms
      and Conditions shall not be deemed to be a continuing waiver or a
      waiver of any other default or any other term or condition.
   c. Modifications. All additions or modifications to these Terms and
      Conditions must be made in writing and must be signed by the
      Parties.
   d. No Waiver. Any failure of a party to enforce any provision of these
      Terms and Conditions shall not be deemed a waiver of that or any
      other provision of these Terms and Conditions.
   e. Construction. If any provision contained in these Terms and
      Conditions is determined to be invalid or unenforceable as a whole
      or in part, the remaining provisions and any partially enforceable
      provision will be binding and enforceable, and the parties agree to
      substitute for the invalid provision a valid provision which most
      closely approximates the intent and economic effect of such invalid
      provision.
   f. Applicable Law. These Terms and Conditions shall be construed
      and interpreted in accordance with the laws of the state of California,
      USA, excluding its rules for choice of law. The state and federal
courts located in Santa Clara, CA shall have exclusive jurisdiction
and venue of all matters that related to or arise from the subject
matter of these Terms and Conditions. Notwithstanding the
foregoing, nothing herein prevents Elo from applying to the courts of
any country for injunctive or other equitable relief to prevent or curtail
any breach of these Terms and Conditions.
   g. Survival. Sections 6, 8 and 10 (as applicable) shall survive the
      expiration or termination of these Terms and Conditions.
   h. Counterparts. These Terms and Conditions may be signed in
      counterparts, including by electronic signature, each of which shall
      be considered an original.
   i. Notices. All notices, demands or consents required or permitted
      hereunder shall be delivered in writing to the addresses set forth in
      the PO (or other address provided in writing to the other side), and,
      to Elo, to the attention of the General Counsel.