

## MOVEO WALKS, INC.

### TERMS AND CONDITIONS OF SALE

- 1. Agreement.** These Terms and Conditions of Sale, together with any other document(s) that Moveo Walks, Inc., a Delaware corporation (“Moveo” or the “Company”) has attached hereto or executed that specifically reference these Terms and Conditions of Sale (collectively, this “Agreement”) constitute the entire binding agreement between Moveo and you (“Buyer”) regarding the purchase and use of products, services, and support from Moveo (collectively, the “Products”) and supersede all other agreements and understandings, whether written or oral, between the parties. Notwithstanding anything to the contrary, whether executing a Purchase Order, Quotation or Proposal or by accepting delivery of the Products, Buyer agrees to be bound by and accept the terms and conditions contained in this Agreement. No additions, conditions, amendments, alterations, or modifications by Buyer or any other person, whether oral or contained in any other documents submitted from Buyer to Moveo will be binding on Moveo, regardless of Moveo’s failure to object or Moveo’s shipment of Products, unless otherwise agreed to in writing and signed by Moveo. These terms and conditions may be updated or amended from time to time by Moveo, a copy of which will be available for review at [www.moveowalks.com](http://www.moveowalks.com). THIS AGREEMENT WILL APPLY UNLESS BUYER HAS A SEPARATE WRITTEN AGREEMENT WITH MOVEO THAT EXPRESSLY REPLACES THIS AGREEMENT.
- 2. Price.** All prices exclude applicable United States federal, state, and local taxes as well as any applicable foreign taxes, which will be the responsibility of Buyer and unless Buyer is exempt therefrom and Moveo has received proper documentation therefor, such taxes will be added to the price of the Product or billed separately to Buyer where Moveo has the legal obligation to collect the taxes.
- 3. Payment Terms.** Provided that Buyer meets Moveo’s credit requirements, payment will be due immediately for 50% of the total, and the remaining at 30 days after the date of Moveo’s invoice, unless otherwise agreed in writing. If Buyer fails to fulfill the terms of payment or does not meet Moveo’s continuing credit requirements, Moveo will have the option to do one or more of the following: (i) decline to accept orders or fulfill pending orders; (ii) require all pending and future orders to be on a prepaid basis; (iii) delay any shipment until payment is received by Moveo or further assurances asked for by Moveo are received; (iv) declare all outstanding sums immediately due and payable; or (v) require payment for all Products delivered hereunder to be made by irrevocable letter of credit in a form approved by Moveo. Nothing contained herein will release Buyer from any previous obligation. Buyer will be liable to Moveo for all costs incurred by Moveo in its collection of any amounts owing by Buyer which are not paid when due, including collection agencies’ and attorneys’ fees and expenses, regardless of whether a lawsuit is commenced. All orders are subject to current credit approval. From time to time, Moveo may review Buyer’s creditworthiness. Buyer agrees to provide Moveo with all credit information reasonably requested, and Buyer represents and warrants to Moveo now, and each time Buyer places an order, that all information Buyer has provided is true and correct.

4. **Delivery Terms; Title.** Unless otherwise agreed by Moveo in writing, all shipments to points in the U.S. will be delivered by Moveo FOB Moveo's facility and all shipments to points outside the U.S. will be delivered by Moveo FCA Moveo's facility (as such term is defined in Incoterms 2010); provided, however, that unless Buyer advises Moveo that it will arrange and take responsibility for shipment of Products from Moveo's facility, Moveo will arrange for its freight forwarder and/or carrier(s) to transport the Products to Buyer's specified location. Title to and risk of loss or damage for all Products will pass to Buyer upon Moveo's delivery of the Products to the carrier. In all cases of damage and/or loss to Products in transit, Buyer will be responsible for making claim(s) against the carrier; provided, however, that Moveo will provide reasonable assistance with damage and/or loss claims. Loss or damage will not relieve Buyer of any obligations for payment or obligations in this Agreement. Delivery dates provided by Moveo are estimates only. Unless otherwise agreed by Moveo in writing, shipping, freight, handling, insurance, and related costs are the sole responsibility of Buyer and will be "pre-paid and add" or otherwise invoiced to Buyer.
5. **Inspection/Acceptance; Returns.** Buyer must inspect delivered Products and report claims for defects, damages, shortages or receipt of wrong products which are discoverable on a visual inspection within 48 hours of delivery or the Products will be deemed irrevocably accepted and such claims will be deemed waived. However, shipping damage claims must be made by Buyer directly with the shipping company in accordance with such company's policies, which generally require such claims to be made prior to the time the carrier of the Products leaves the delivery destination. Buyer will advise Moveo of such claims. The terms and conditions for returning any Products purchased from Moveo will be those contained in Moveo's Returned Material Authorization Policy ("RMA") in effect as of the date of shipment of the Products to Buyer.
6. **Changes.** After acceptance by Moveo, Buyer's order will not be subject to cancellation or reduction in any amount without Moveo's written consent. Any other changes to an order requested by Buyer will require the prior written approval of Moveo, which approval may be subject to price adjustments as determined on a case-by-case basis.
7. **Force Majeure.** Neither party assume liability or will be liable to the other party for any failure or any delay in fulfilling its obligations hereunder caused, in whole or in part, directly or indirectly, by fires, natural disasters, strikes, shortages of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, embargoes, government orders or directives, terrorist activities, or any other circumstance beyond the reasonable control of such party. Moveo may at its option suspend deliveries while such event or circumstance continues, apportion available inventory between its customers as it determines, or terminate this Agreement with immediate effect by written notice to Buyer.
8. **Use of Products.** Buyer shall use the Products only in accordance with instructions and manuals provided by Moveo. Any other use of the Products shall be a material breach of this Agreement.
9. **Medical Devices.** If any of the Products are medical devices, Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Moveo

within 10 days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Moveo (except for events representing an imminent hazard that require notification to the U.S. Food and Drug Administration (the “FDA”) within 72 hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Moveo within said period). Buyer will maintain adequate tracking for the Products to enable Moveo to meet the FDA requirements applicable to the tracking of medical devices.

10. **Limited Warranty.** Moveo warrants to Buyer that Products manufactured by Moveo that are sold to Buyer will be free from defects in material and workmanship under normal use for 6 months following shipment from Moveo in the case of consumables. The warranty does not cover and Moveo will have no warranty obligation whatsoever with respect to any damage to a Product caused by or associated with: (i) usage not in accordance with Product instructions or usage for a purpose not indicated on the labeling; (ii) abuse, misuse, neglect, improper maintenance or storage, accident, vandalism, or the negligence of any party other than Moveo; (iii) external causes, including natural disasters, acts of God, power failure, cosmetic damage or melting; (iv) use of unauthorized third party consumables and accessories with the Product; or (v) modifications or alterations to a Product not authorized by Moveo. Moveo’s obligations under this limited warranty are contingent on Buyer’s full payment of the Product purchase price. MOVEO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, AND MOVEO DOES NOT REPRESENT OR WARRANT THAT ANY PRODUCT WILL MEET BUYER’S REQUIREMENTS. Notice of a defective Product under warranty must be given to Moveo in writing within 10 days following the discovery of such defect. Any oral or written statement concerning the Products inconsistent with the limited warranty set forth herein will be of no force or effect. Any Products returned due to a defect will be subject to the RMA. Moveo’s sole liability under the warranty will be, at Moveo’s option, to either replace or repair the defective Product(s) or refund or credit the purchase price to Buyer. This will be Buyer’s exclusive remedy for a covered defect.
11. **Trademarks; Copyrights.** Buyer may not use the “Moveo, name or any Moveo trademark, service mark, logo, or copyrighted work for any purpose.
12. **No License.** The sale of its Products by Moveo does not constitute a license, implied or otherwise, for the use of any patents or know-how of others, nor does it constitute a license, implied or otherwise, on patents or know-how of Moveo, except to the extent that the intended use of such Product by Buyer itself is covered by the claims of a Moveo patent.
13. **Confidential Information.** Except for information that Buyer demonstrates was in Buyer’s possession prior to receipt from Moveo, Buyer agrees that all information of Moveo, whether written or oral, that is furnished by Moveo to Buyer concerning the business and affairs of Moveo or is learned by Buyer during discussions or communications between Buyer and Moveo, is proprietary to Moveo, and Buyer will hold such information in confidence and will

not use or disclose such information without Moveo's prior written consent, except for the fulfillment of this Agreement.

14. **Installment.** In the event any purchase of Products by Buyer is deemed or interpreted to be an installment contract, Moveo's failure to deliver when due, or nonconformity of, any installment will not substantially impair the value of the overall contract as a whole and will not constitute a breach of contract.
15. **Limitation of Liabilities and Remedies.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR, AND EACH PARTY HEREBY EXPRESSLY WAIVES, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS, AND RELIANCE DAMAGES. BUYER AGREES THAT UNDER NO CIRCUMSTANCES WILL MOVEO'S LIABILITY RELATING TO ITS SALE OF PRODUCTS TO BUYER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PARTICULAR PRODUCTS INVOLVED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT WILL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
16. **Indemnity.** To the fullest extent permitted by law, Buyer will indemnify, defend, and hold harmless Moveo, including Moveo's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and assigns, from and against any claim, demand, cause of action, debt, liability, loss, fine, damage, or expense (including reasonable attorneys' or legal fees, expenses, and court costs) (collectively, "Liabilities") that relates to: (i) Buyer's modification of or addition to any Product(s); (ii) Buyer's breach of this Agreement; or (iii) Buyer's gross negligence or willful misconduct. To the fullest extent permitted by law, Moveo will indemnify, defend, and hold harmless Buyer, including Buyer's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and permitted assigns, from and against any Liabilities arising out of a third party claim (i) for bodily injury to or property damage to the extent caused by a defect in a Product manufactured by Moveo; (ii) to the extent caused by Moveo's breach of this Agreement; or (iii) to the extent caused by Moveo's gross negligence or willful misconduct. Moveo is not required to indemnify Buyer to the extent that any claim arises out of Buyer's gross negligence or willful misconduct or use of a Product by any person or entity other than in accordance with Moveo-approved Product labeling.
17. **Independent Contractors.** No provision of this Agreement will be deemed to create a partnership, joint venture, or other combination between Moveo and Buyer. Buyer and Moveo are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, agent, or employee of the other party. Each party is responsible for the direction and compensation, and is liable for the actions of, its employees and subcontractors.

18. **Export.** Buyer acknowledges that the Products sold under this Agreement, and the transaction contemplated by this Agreement, are subject to U.S. customs and export control laws and regulations and may also be subject to the customs and export laws and regulations of the country in which the Products are received. Buyer acknowledges and agrees that it is Buyer's sole responsibility to comply with and abide by those laws and regulations as applicable. Further, Buyer acknowledges and agrees that under U.S. law, the Products shipped pursuant to this Agreement may not be sold, leased, or otherwise transferred to restricted countries, any person or entity on the Specially Designated Nationals and Blocked Persons List published by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including, without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, or chemical or biological weapons.
19. **Headings.** The section headings used herein are for convenience of reference only and do not form a part of this Agreement, and no construction or inference will be derived therefrom.
20. **Language.** The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only.
21. **Governing Law/Venue.** This Agreement, any sales hereunder, and any claim, dispute, or controversy between Buyer and Moveo arising from or relating to this Agreement, its interpretation, or the breach, termination, or validity thereof, will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts-of-law rules. Any and all disputes arising under this Agreement will be dealt with under the exclusive jurisdiction and exclusive venue of the federal or state courts located in Suffolk County, Massachusetts, to the exclusion of all other courts. Each party expressly agrees to submit to the jurisdiction of such courts.
22. **Modification and Waiver.** Except as otherwise provided in Section 1 of this Agreement, no purported amendment or modification of any provision hereof will be binding unless set forth in writing and signed by an officer of each party. No waiver of any provision hereof will be effective unless in writing and signed by an officer of the waiving party. Any waiver will be limited to the circumstance or event specifically referenced in the written waiver document and will not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof. The failure of either party to enforce any provision of this Agreement at any time will not be construed to be a waiver of such provision nor of the right of such party thereafter to enforce such provision.
23. **Validity.** If any provision of this Agreement is held to be invalid or unenforceable in any respect, the remaining terms and conditions of this Agreement will remain in full force and effect as if such invalid or unenforceable provision had not been included herein.
24. **Foreign Corrupt Practices Act.** Buyer will comply with all applicable anti-corruption, anti-bribery, and anti-kickback laws, rules, and regulations, including, without limitation, (i) the United States Foreign Corrupt Practices Act (15 U.S.C. §78dd-1, et seq.), and (ii) all

international, national and local laws, rules, and regulations (e.g., UK Bribery Act) in any country where Buyer conducts business or in any country where performance of this Agreement or delivery of the Products will occur, including those enacted to comply with the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United Nations Convention against Corruption, and the Inter-American Convention against Corruption.

25. **Assignment.** Buyer will not assign, delegate, or permit any other transfer of this Agreement (by stock sale, merger, or otherwise) without Moveo's prior written consent.

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