

BeaconSage TERMS OF SALE

The purchase of the Products (as defined below) by any person or entity ("Customer") is governed solely by these purchase terms and conditions as set out herein (the "Terms of Sale"). These Terms of Sale shall be effective and binding on the Customer once the Customer places a Purchase Order (as defined below) for the Products.

Aristotle, Inc. D/B/A Aristotle Labs, and the Customer may be collectively referred to as the "Parties" and individually as a "Party".

1. **SCOPE OF THIS AGREEMENT.** The purchase and use of any BeaconSage subscription ("Subscription") or a BeaconSage Beacon ("Beacon") (collectively the "Products," or individually a "Product"), is governed solely by these Terms of Sale and other related documents which may be executed by the Parties in connection with a purchase.
2. **PURCHASE ORDER.** The Customer will place all purchase orders on BeaconSage.com ("Website") or through a BeaconSage Representative for the Products (the "Purchase Order").
 - a. The Purchase Order will contain delivery terms, including place and schedule of delivery and such other information as may be required to enable delivery.
 - b. Once a Purchase Order is accepted by Aristotle Labs, the terms thereof may not be varied, unless such changes are mutually agreed upon by the Parties in writing.
 - c. Each Purchase Order will be irrevocable and non-cancelable once accepted by Aristotle Labs.
 - d. The Purchase Order shall be governed by these Terms of Sale.
 - e. Unless otherwise specifically provided for in a separate agreement, the provisions of these Terms of Sale shall prevail over any conflicting provisions that may be set out in a Purchase Order.
3. **PAYMENT.** The Customer shall pay for a Purchaser Order either by credit card or check. If the Customer elects to pay via credit card, then:
 - a. The Customer will submit the credit card payment details at the time the Purchase Order is placed through the Website; and
 - b. The Customer's credit card will be charged for the Products and for shipping at the time of shipment of the Products.

4. **SHIPMENT**

Once Customer submits the payment associated with a Purchase Order, as set out in Clause 3 above, Aristotle Labs will ship the Products to the Customer.

- a. Shipments of the Products shall be made FOB shipping point from Aristotle Labs offices or its affiliate's facility ("**Point of Origin**").
- b. Title to the Products and risk of loss will pass to Customer upon delivery to the shipping carrier at the Point of Origin.
- c. For shipments outside the United States, the Customer shall be responsible for clearing the Product shipment for import and shall pay applicable duties, taxes and other charges, if any, upon import.

The Customer acknowledges and agrees that the scheduled shipment dates mentioned in the invoice, if any, are purely indicative, and Aristotle Labs will not be liable for any loss, damage or penalty on account of such delay.

5. **ACCEPTANCE OF PRODUCTS.**

- a. If the Beacons supplied by Aristotle Labs do not function according to its specifications and any related documentation, then the Customer may contact Aristotle Labs via the contact information provided at www.BeaconSage.com within 15 days of delivery of the non-performing Beacons.
- b. If Customer fails to give notice within the allotted 15 day period the Beacons delivered shall be deemed accepted by the Customer.
- c. Upon receipt of notice under this section 5 Aristotle Labs may, at the Customer's option, arrange for either
 - i. replacement of the Beacons within a commercially reasonable time period; or
 - ii. a refund of the Beacon purchase price, less shipping costs.

6. **LICENSE**

- a. **GRANT.** Aristotle Labs grants to Customer a limited, non-exclusive, non-transferable, license to use BeaconSage during the Term of the Subscription solely to manage Beacons and create Beacon Pages for Customer (the "License") using BeaconSage's content management system ("CMS").
- b. **RESTRICTIONS.** The CMS, BeaconSage, and its respective structure, organization, and source code constitute valuable trade secrets of Aristotle Labs or its licensors. All worldwide intellectual property rights in BeaconSage and the CMS, are the exclusive property of Aristotle Labs or its licensors and shall not in any way be construed as being transferred to the Customer. Accordingly, the Customer shall not, and shall not permit any third party to
 - i. use the CMS or access BeaconSage

- ii. use, copy, adapt, modify or create derivative works of the CMS or BeaconSage;
- iii. reverse-engineer, disassemble, or decompile the CMS or BeaconSage, or otherwise attempt to determine the underlying source code of either the CMS nor BeaconSage;
- iv. sell, lease, sublicense, rent, lend, or provide any portion of the CMS or BeaconSage to any third party or allow the use of the CMS or access BeaconSage by, or for the benefit of any 3rd party.

7. **INTELLECTUAL PROPERTY.** All intellectual property rights in and to the Products, CMS, and BeaconSage, including all patent rights, copyrights, trademarks, trade secrets, or other proprietary rights therein shall be and remain the sole property of Aristotle Labs.

8. **WARRANTY DISCLAIMER.** SUBJECT TO APPLICABLE LAW, ARISTOTLE LABS DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. FURTHER, ARISTOTLE LABS DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE PRODUCTS WILL MEET CUSTOMER'S OR ANY THIRD PARTY'S EXPECTATIONS.

9. **INDEMNITY AND LIMITATION OF LIABILITY**

- a. UNDER NO CIRCUMSTANCES WILL ARISTOTLE LABS OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE PLATFORM AND SERVICES, INCLUDING, BUT NOT LIMITED TO, RELIANCE ON ANY INFORMATION OBTAINED ON THE PLATFORM OR SERVICES; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAILS, LOSS OF OR DAMAGE TO DATA, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO ARISTOTLE LAB'S RECORDS, PROGRAMS OR SERVICES. CUSTOMER HEREBY ACKNOWLEDGES THAT THIS PROVISION WILL APPLY WHETHER OR NOT ARISTOTLE LABS IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL SERVICES AVAILABLE FROM ARISTOTLE LABS AND ITS AFFILIATES.
- b. UNDER NO CIRCUMSTANCES SHALL ARISTOTLE LABS BE LIABLE FOR DAMAGES BASED ON LOSS OF BUSINESS, OR LOSS OF PROFITS, WHETHER BASED ON BREACH OF AGREEMENT, BREACH OF WARRANTY, PRODUCT LIABILITY, OR OTHERWISE, TO ANY PARTY IN PRIVITY TO THIS AGREEMENT OR TO ANY THIRD PARTY.
- c. THE TERMS OF THIS SECTION SHALL SURVIVE THE CONSUMMATION OF ANY SALE.

10. **MISCELLANEOUS**

- a. **RELATION OF THE PARTIES.** Nothing contained in this Agreement shall be construed as creating any agency, legal representative, partnership, or any other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other in any manner whatsoever.
- b. **ASSIGNMENT.** Neither Party shall assign or transfer any of the rights or responsibilities set forth herein without the prior written consent of the other Party hereto, and any purported attempt to do so shall be deemed void.
- c. **NOTICES.** In any case where a notice or another form of communication is to be given or made pursuant to any provision of this Agreement, such notice or communication shall be issued to the Party at the addresses provided hereinabove. Either Party may, at any time, change the abovementioned address by giving written notice of such change of address to the other Party.
- d. **WAIVER.** Either Party's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of any such rights.
- e. **GOVERNING LAW & JURISDICTION.** The Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arkansas. The courts in Pulaski County, Arkansas, shall have exclusive jurisdiction with respect to any dispute arising hereunder.