

COMPASS Purchase and Subscription Agreement

PURCHASER INFORMATION:			
Date:		Affiliate (Referred by):	
Name/Purchaser:			
Address:			
City:	State:	Zip Code:	Country:
Phone:		Fax:	
Email:			

SHIP TO INFORMATION:			
Contact:			
Address:			
City:	State:	Zip Code:	Country:

DESCRIPTION	QTY	PRICE	TOTAL
ZYTO Compass System 2.0		\$399.00 (USD)	
Library:			
Monthly Subscription Fee		\$39.95 (USD)	
Notes:		Sub Totals	
		Shipping	
		Sales Tax (UT)	
		Total	

SHIPPING INSTRUCTIONS:
 Ground 2 Day 3 Day Overnight Other:

CREDIT CARD:
 VISA MC American Express Discover

Card #	Exp Date:	Sec Code:
Purchaser signature below authorizes ZYTO to process Credit Card payment for ZYTO Compass purchase and monthly license subscription fees.		

Name on credit card if different than above. _____

Purchaser's Signature: _____ Date: _____

TERMS

License Subscription and Warranties. Monthly license subscription fee of \$39.95 will be automatically renewed each month on purchase anniversary date unless ZYTO is notified prior to the end of the subscription period. An administration fee of \$150.00 will be charged to transfer license or change product library in system. Purchaser agrees to provide ZYTO a credit card to be processed each month and maintain updated and valid credit card information to ZYTO through the period of this agreement. As part of the subscription service, the ZYTO Compass System Hand Cradle is warranted to conform to the applicable specifications for a period of 1-year for all electronic components and 1-year for all mechanical parts from the date of shipment from ZYTO's shipping facility. The warranty will continue to extend in 30-day increments for all active installations based on a current subscription. ZYTO shall, at its own expense and as its sole obligation and Purchaser's exclusive remedy for any breach of the foregoing warranty, repair or replace any defective component, part or system returned (return authorization required) to ZYTO within the applicable warranty period. This warranty does not apply to any damage resulting from misuse, abuse or neglect. Parts broken due to misuse, abuse or neglect will be replaced at retail cost. THE FOREGOING WRITTEN WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTY WHATSOEVER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ZYTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF NONINFRINGEMENT OR TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, IN EACH CASE WITH RESPECT TO ALL SERVICES, EQUIPMENT AND PRODUCTS FURNISHED HEREUNDER.

Delivery. Delivery shall be made F.O.B. (EXW under INCOTERMS 2000) ZYTO in Orem, Utah, USA, (or as otherwise determined by ZYTO from time to time), with shipping charges to be paid by Purchaser. Adequate insurance will be arranged by ZYTO for protecting goods while in transit. In the absence of specific instructions, ZYTO will select the carrier, and will assume responsibility for follow-up of any claims of loss or damage in shipment with the carrier.

Title. Title to hardware furnished under this Agreement shall pass to Purchaser upon payment.

Certain Acknowledgements. Purchaser is aware that the purpose of the equipment is to assess stress and is not used to diagnose, treat, or cure health conditions or diseases. Purchaser further acknowledges that learning to use and market the equipment is the responsibility of the purchaser, and that ZYTO is not responsible for purchaser's ability/inability to master the necessary skills to utilize and market the technology.

Indemnification. Purchaser will indemnify, defend and hold ZYTO and its officers, directors, employees, agents, affiliates and representatives (collectively "Affiliates") harmless from and against any and all losses, damages, costs, liabilities, claims, actions and expenses (including, without limitation, reasonable attorneys' fees, litigation costs, court costs and amounts paid in investigation, defense or settlement of any of the foregoing, whether incurred at the arbitration, trial, appellate or administrative levels) (collectively, "Damages"), (whether or not arising out of third-party claims and whether arising in contract, tort or otherwise) arising out of or related to (i) Purchaser's possession, use or resale of the equipment or any other goods delivered by ZYTO to Purchaser hereunder; (ii) the use of any services provided by ZYTO; or (iii) Purchaser's breach of any term of this Agreement. Purchaser agrees to maintain adequate Worker's Compensation, public liability, property damage.

Disclaimer/Limitation of Liability. IN NO EVENT SHALL ZYTO BE LIABLE TO ANYONE FOR SPECIAL, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ZYTO'S PRODUCTS, WHETHER IN AN ACTION BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ZYTO OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COSTS OF REMOVAL AND REINSTALLATION OF ITEMS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF USE, AND INTERRUPTION OF BUSINESS. EXCEPT FOR PERSONAL INJURY CAUSED BY ZYTO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE ENTIRE LIABILITY OF ZYTO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS FOR ANY DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE CONTRACT PRICE FOR THE PARTICULAR GOODS INVOLVED. Actions, however asserted, arising out of this Agreement, shall be commenced within one (1) year from the date the cause of action accrues. Purchaser will not pursue any claims against ZYTO for any liability ZYTO may have under or relating to this Agreement until Purchaser first makes claims against Purchaser's insurance provider(s) and such insurance provider(s) finally resolve(s) such claims.

Return Policy. Purchaser acknowledges that there is a no return policy and all sales are final. Purchaser further acknowledges that any warranty issues will be handled within the terms stated under this Agreement.

Excusable Delays. In the event of a delay in the performance of any obligation of ZYTO due to causes beyond the control and without the fault or negligence of ZYTO, the deliveries and performance required of ZYTO under this Agreement shall be extended by a period of time no greater than the time lost because of any such delay, and ZYTO shall make every effort to minimize the delay. Such causes include, but are not restricted to, acts of God or of the public enemy, acts of the government, acts of Buyer, fires, floods, epidemics, quarantine restrictions, freight embargoes, trade or technology transfer restrictions, unforeseen circumstances, unusually severe weather and defaults of subcontractors or vendors (unless the contract work to be furnished by the subcontractor or vendors was attainable from other sources in sufficient time to permit ZYTO to meet the required delivery schedule).

Compliance with Laws. Each party will comply with all laws, rules and regulations applicable to the performance of its obligations under this Agreement.

Software Installation. Purchaser is granted one license per system purchased. Purchaser may install the software on no more than two computers with the license active on only one computer at a time.

Purchaser's Signature: _____

Date: _____