



P³ Pre-Order

This pre-order is issued by the Purchaser identified below (“**Purchaser**”) to Multimorphic, Inc., a Delaware corporation with a principal place of business of 5309 Tamango Way, Austin, TX 78749 (“**Multimorphic**”). In addition to the provisions set forth herein, the Purchase Terms and Conditions attached hereto shall apply to the purchase and sale of the Product contemplated hereby.

By pre-ordering a P³ (the “**Product**”), you are agreeing to pay **Multimorphic** the full purchase price of the P³ when production of the P³ begins. No money will be requested until that time, and this pre-order can be canceled at any time prior to then with no penalty. “Production” is defined below:

Production: The time at which procurement begins for components and assemblies that will comprise **Purchaser's** P³.

The full purchase price is yet to be finalized. It is expected to be \$9875. Optional payment schedules and/or financing options will be presented at or prior to the production date of **Purchaser's** P³.

Completed Pre-Order forms can be submitted to:

Email address: sales@multimorphic.com
Mailing address: Multimorphic, Inc.
5309 Tamango Way
Austin, TX 78749

Cancellations: Either party may cancel this P³ pre-order at any time prior to the production of **Purchaser's** P³. Any and all money pre-paid by **Purchaser** for the cancelled pre-order will be refunded at that time, less fees incurred by the payment transaction(s). Cancellations can be made in writing or through an email sent from the canceling party's email address, as identified on this form, to the other party's email address, as identified on this form. *This pre-order will be cancelled automatically if payment isn't received within 15 days of a payment request from Multimorphic.*

Transfers: Pre-orders can not be transferred to another party.

Restrictions: You must be 18 years of age or older to submit a valid pre-order.

Production and Shipment Timeframe: Production is **estimated** to begin in the first half of 2016, with products being built and shipped in the order signed pre-orders forms were received. There are no firm shipment dates associated with this pre-order.

IN WITNESS WHEREOF, the parties hereto have executed this pre-order by persons duly authorized as of the date and year first written below.

Name: _____ T-Shirt Size: _____

Phone Number: _____ Referred by (optional): _____

Email Address: _____

Shipping Address: _____

Signature: _____ Date: _____

Purchase Terms and Conditions

1. PRICES AND PAYMENT. Prices are those set out in the Pre-Order to which these Terms and Conditions are attached. Prices are in US dollars unless otherwise expressly indicated. Prices do not include any taxes, customs duties or tariffs. When Multimorphic has the legal obligation to pay or collect any such taxes, the appropriate amount shall be paid by Purchaser. Purchaser will pay the applicable purchase price in accordance with the schedule elected on the Pre-Order. All payments are to be made in U.S. dollars. If at any time Purchaser is delinquent in payment, Multimorphic may, in its discretion, withhold shipment or cancel any Incentives set forth on the Pre-Order.

2. SHIPMENT. Shipment shall be as indicated on the face of the Pre-Order. Any specified shipment or delivery dates are estimates only. Shipment shall be EXW origin (Incoterms 2010) Multimorphic's designated warehouse.

3. TITLE, RISK OF LOSS. Title to hardware and risk of loss of all Products passes from Multimorphic to Purchaser upon the Products being made available to a common carrier or Purchaser's designee at the Products' point of manufacture or distribution.

4. PRODUCT RETURNS. Products with defects covered by the applicable warranty as specified in the documentation that accompanies the Product may be returned for remedy under such warranty. Prior to returning any Product, Purchaser must obtain a valid Return Materials Authorization ("**RMA**") number from Multimorphic, and unless otherwise specified, an issued RMA number shall expire and is no longer valid after sixty (60) days from the date of issuance. Any Products returned to Multimorphic under an invalid or expired RMA number may, at Multimorphic's sole discretion, be rejected and re-shipped back to Purchaser at Purchaser's expense. Purchaser may only return Products to Multimorphic with shipping charges prepaid. If Multimorphic determines that any Product returned under warranty is not defective or has no trouble found (NTF), then Multimorphic may charge Purchaser a NTF fee.

5. WARRANTY. Multimorphic warrants that the hardware comprising the Product will be free from defects in workmanship and materials for a 90-day period following date of shipment (the "**Warranty Period**"). Purchaser's exclusive remedy and Multimorphic's sole obligation and liability under this warranty is to promptly repair or (at Multimorphic's option) replace any failed component returned by Purchaser in accordance herewith because of defects in workmanship or material. Multimorphic does not warrant that any the software embedded in the Product is error-free or that its use will be uninterrupted. These warranties do not apply to any Product which has been (i) repaired by an unauthorized person or altered, except by Multimorphic or in accordance with its instructions, or (ii) modified or used in a manner not intended or in conjunction with another vendor's product resulting in the defect, or (iii) damaged in shipping or by improper environment, abuse, misuse, accident or negligence. This warranty also excludes degradation caused by normal wear and tear. Replacement parts furnished under this warranty may be refurbished or contain refurbished components.

THE FOREGOING WARRANTIES AND LIMITATIONS ARE, TO THE MAXIMUM EXTERNT PERMITTED BY LAW, EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT ANY LIMITATION WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. SOFTWARE. The software embedded in the Product and documentation provided with the Product are protected under copyright and trade secret laws and contain proprietary information of Multimorphic and its licensors. Purchaser may not translate, decompile, disassemble, use for any competitive analysis,

or reverse engineer the Software or its documentation, in any way, except when Products are located within the European Union, in which case the Software Directive enacted by the Council of European Communities Directive dated 14 May 1991 will apply to the examination of the Software to facilitate interoperability; in such event Purchaser agree to notify, or Purchaser's Purchasers to notify Multimorphic of any such intended examination of the Software and Purchaser or Purchaser's Purchaser may procure support and assistance from Multimorphic. Purchaser agrees not to translate, nor to authorize any third party to translate any portion of the Software or associated documentation into any other format or foreign language without the prior written consent of Multimorphic. Purchaser shall abide by the terms of any proprietary notices or markings, and shall use the documentation and the Software only for purposes contemplated by the documentation, and shall not disclose to others or reproduce the Software, unless specifically authorized by Multimorphic, and shall be liable for all loss or damage to Multimorphic from any failure to so abide or from any unauthorized disclosure of the documentation or Software to any other party. Multimorphic retains all title and ownership of the Software and associated intellectual property rights.

7. LIMITATION OF LIABILITY. EXCEPT AS REQUIRED BY LAW (I) MULTIMORPHIC SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO ANY PERSON FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM USE OR MALFUNCTION OF THE PRODUCTS OR ANY SOFTWARE, LOSS OF PROFITS OR REVENUES OR COSTS OF REPLACEMENT GOODS, EVEN IF MULTIMORPHIC IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) IN NO EVENT WILL MULTIMORPHIC'S LIABILITY IN CONNECTION WITH THE PRODUCTS EXCEED THE AMOUNTS ACTUALLY PAID TO MULTIMORPHIC FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. GENERAL. Neither party shall be liable for delays or failure to meet its obligations hereunder due to causes beyond the party's reasonable control, provided the nonperforming party promptly notifies the other party of the nonperformance and takes all reasonable steps to recommence performance promptly. This agreement shall be governed by and construed in accordance with the laws of the United States and the State of Texas. The parties agree that the United Nations Conventions on Contracts for the International Sale of Goods are specifically excluded. None of the Products, Software, or underlying information or technology may be exported or re-exported, directly or indirectly, contrary to US law or US Government export controls.