

MAMAVA SALES ORDER TERMS AND CONDITIONS

1. **Purchase and Sale of Suites.** Mamava agrees to sell to Purchaser, and Purchaser purchases from Mamava, the Mamava Lactation Suites (the “Suites”) and/or the Mamava Mini (the “Mini” and, together with the Suites, the “Equipment”), as designated by the Purchaser on the Sales Order.

2. **Payment Terms.** The purchase price for the Equipment purchased hereunder (the “Purchase Price”) shall be paid by Purchaser to Mamava in accordance with the terms specified on the Sales Order. In the event Purchaser cancels the Sales Order after production of the Equipment has commenced, Mamava shall be entitled to credit any Purchase Price paid towards any materials or other costs incurred in connection with fulfilling the Sales Order prior to such cancellation. If Mamava’s costs incurred prior to such cancellation exceed any Purchase Price already paid, the Purchaser will be liable for any additional costs and will promptly pay Mamava within 15 days of receipt of an invoice therefor. Any amounts owed by Purchaser to Mamava that are not paid when due shall thereafter accrue interest at a rate equal to the lesser of 12% per annum or the highest amount permitted under applicable law. Such interest will be calculated based upon the number of days elapsed and a 365-day year. All overdue unpaid amounts received will be allocated first towards any accrued interest on past due amounts, and second to the amounts owed. The Purchaser agrees to indemnify Mamava, for all costs, including, without limitation, reasonable attorneys’ fees, for the collection of any amount due hereunder. All payments to Mamava shall be sent to the address provided for in Section 12 below or such other address as Mamava shall specify in writing.

3. **Shipping and Insurance.** Unless otherwise specified to the contrary in the applicable Sales Order, all sales are made on an FOB Destination basis to the delivery address specified by the Purchaser, and title and risk of loss shall pass to the Purchaser upon delivery. Mamava will use commercially reasonable efforts to ship the Equipment on or before the estimated shipping date; provided, however, that unless specified to the contrary on the Sales Order, time is not of the essence, and Mamava does not guarantee that any Equipment will be shipped by a specific date.

4. **Taxes and Duties.** Purchaser shall pay all sales, use, property and excise, and other taxes, duties or tariffs hereafter imposed in connection with the purchase and delivery of the Equipment.

5. **Inspection and Acceptance.** Purchaser is responsible for unpacking and inspecting all Equipment upon receipt thereof. Unless Purchaser objects within ten (10) days of the date of receipt of the Equipment, specifying any defect in, or other proper objection to, the Equipment, Purchaser agrees that it shall be conclusively presumed, as between Mamava and Purchaser, that Purchaser has fully inspected and acknowledged that the Equipment is in full compliance with the terms of the Sales Order, in good condition and repair, and that Purchaser is satisfied with and has accepted the Equipment in such good condition and repair. Subject to Mamava’s manufacturer’s warranty which may be found at <http://www.mamava.com> (the

“Express Warranty”), all Equipment purchased hereunder is final and may not be returned.

6. **Specifications; Installation.** Purchaser is responsible for reviewing the Equipment specifications which may be found at <http://www.mamava.com> to ensure that the anticipated location is appropriate for placement of the Equipment, including, without limitation, ingress/egress thereto, safety, lighting, structural support, protection from the elements and adequate access to required utilities. Purchaser is responsible for ensuring that the installation and use of the Equipment complies with all federal, state and local laws, rules, orders, permits and Mamava’s installation and owner’s manual. Unless Purchaser contracts with Mamava separately, Purchaser is responsible for all Equipment assembly, installation, maintenance and cleaning. Purchaser agrees to indemnify, defend and hold Mamava harmless from any third-party claims related to their use of the Equipment that arises in connection with any breach of Purchaser’s obligations under this Section.

7. **Intellectual Property.** Mamava, the Mamava logo and the slogan “Privacy for Pumping or Breastfeeding” are registered trademarks of Mamava (collectively, the “Mamava Marks”). Except for the use of these marks on the Equipment, in the same manner that they are displayed when purchased, Purchaser is not acquiring any interest or right to use these marks or any goodwill related thereto. Purchaser will not use any confusingly similar marks or contest Mamava’s ownership thereof. Purchaser will not alter, mask or remove any Mamava branding, signage, patent information or other similar information that is attached to or displayed on the Equipment at the time of its delivery, including the Mamava Marks and the etiquette sign. Purchaser agrees that any graphics, images or other materials provided to Mamava by Purchaser for use on any customized versions of the Equipment will not infringe the intellectual property rights or other proprietary rights of a third party. Purchaser agrees to indemnify Mamava against all third-party claims that the graphics images or other materials provided by Purchaser for use on the Equipment infringe intellectual property rights.

8. **Third Party Advertising.** Purchaser will not sell, place or otherwise permit any third-party advertising on the Suites without the prior written consent of Mamava. To the extent Purchaser purchases a Suite displaying third party advertising, as agreed to by the parties, the Purchaser agrees not to alter, mask or remove such advertising except in accordance with the terms of any agreements with respect to such advertising. In the event that Purchaser wishes to sell third-party advertising for placement on or in the Suites, Purchaser agrees to enter into an Advertising Revenue Sharing Agreement with Mamava which will provide that Mamava will receive not less than 25% of any advertising revenue generated by the Suites. Purchaser may separately contract with Mamava to place advertising for the Suites.

9. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTY, MAMAVA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT.

MAMAVA FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO PURCHASER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO MAMAVA, PURCHASER BUYS THE EQUIPMENT "AS IS".

10. **Limitation of Liability.** IN NO EVENT SHALL MAMAVA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, OR SUBCONTRACTORS, BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF THE PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In addition, notwithstanding anything to the contrary contained herein, Mamava's maximum monetary liability in connection with this Agreement and the Equipment purchased hereunder shall not exceed the amounts actually paid to Mamava by the Purchaser for the Equipment

11. **Default; Remedies.** If Purchaser shall default in the performance of any other covenant herein, or Purchaser becomes insolvent or makes an assignment for the benefit of creditors, Mamava shall have the right to terminate this Agreement to the extent the Equipment has not been delivered and/or to pursue any other remedy at law or in equity. All remedies of Mamava hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Mamava to exercise and no delay in exercising, any right or remedy, hereby shall operate as a waiver thereof; nor shall any single or partial exercise by Mamava of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this Agreement is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this Agreement.

12. **Notices.** Any notice or other communication given under this Agreement will be in writing and will be delivered by hand, sent by facsimile transmission or electronic mail (with electronic confirmation of receipt), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the following addresses:

As to Mamava:

Mamava, Inc.
180 Battery Street, Suite 210
Burlington, VT 05401

As to the Purchaser, at the address set forth on the Sales Order.

13. **Severability.** If the scope of any of the provisions of the Agreement are too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of the provisions of this

Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

14. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, Mamava may assign this Agreement, without any action on the part of the Purchaser, in connection with any sale or transfer of Mamava's business (whether by an asset sale, merger or equity sale). Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

15. **Force Majeure.** Mamava shall not be liable for any failure to perform or delay in performance due hereunder as a result of any event beyond its control including, but not limited to, natural disasters, acts of God, governmental actions, strikes, wars, terrorist actions, failure of communication lines or Internet service, etc.

16. **Entire Agreement.** This Agreement together contains the entire agreement between the parties hereto with respect to the matters covered herein. No other preceding agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Mamava by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. The terms and conditions contained herein may only be amended or any provision waived pursuant to a written agreement signed by the parties in the case of an amendment or the by the party waiving compliance in the case of a waiver.

17. **Survival.** Sections 5 through 18 of this Agreement shall survive the delivery of the Equipment and the payment of the Purchase Price.

18. **Disputes, Governing Law, Consent to Jurisdiction.** This Agreement is made in and will be governed by the laws of the State of Vermont. Any dispute or disagreement arising between the parties in connection with the interpretation, validity or enforcement of any provision of this Agreement, or any other dispute related to or arising out of this Agreement that is not settled to the mutual satisfaction of the parties within thirty (30) days (or such longer period as may be mutually agreed) from the date that either party informs the other, in writing, that the dispute or disagreement exists, shall be determined by recourse to mediation and, if necessary, arbitration before one arbitrator. The arbitration will be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures (Comprehensive Arbitration Rules and Procedures). Mediation and, if necessary, binding arbitration, may be conducted exclusively by written and telephonic submission. If available, videoconferencing may also be utilized. The costs of the mediator and, if necessary, the arbitrator(s) is to be shared equally by the parties. All expenses relating to the individual attorney fees, witness costs and all other expenses of the parties in any dispute, including, but not limited to, mediation, arbitration and any enforcement in courts of law, shall be the sole responsibility of the respective parties. In the event that the arbitrator rules in favor of one party, the arbitrator shall have the right to also award to the winning party costs and fees (including reasonable attorneys' fees) incurred in connection

with the dispute. Following conclusion of a binding arbitration, a judgment may be filed in the courts of the state in which the judgment debtor maintains its principal place of business or principal place of residence. By executing this Agreement, the parties expressly consent to the personal jurisdiction of such courts and give such courts the power and authority to enforce the arbitration award. All mediation or arbitration shall take place in Burlington, Vermont.