

## AGREEMENT FOR THE SALE OF GOODS

This Agreement for the Sale of Goods ("Agreement") by and between Bytescribe, Inc., a Georgia Corporation ("Bytescribe") and \_\_\_\_\_ ("Buyer").

The Buyer agrees to the following terms:

Buyers initials: \_\_\_\_\_ 1. The Orator software and voice board are to be installed onto the Buyer's computer. Bytescribe does not warrant against any damages to Buyer's computer as a result of installing Orator software or voice board. Bytescribe does not warrant or support any computer problems that arise on the installed computer.

Buyers initials: \_\_\_\_\_ 2. The Orator software is registered and activated by use of a registration key called a USB dongle. The software and voice board can be installed on one computer and activated with the USB dongle. The software and voice board can be transferred to another computer if all Orator software is removed for the previous computer. The Orator software must be activated with the USB dongle on the new computer.

Buyers initials: \_\_\_\_\_ 3. If the USB dongle registration key breaks or stops functioning, Buyer may purchase a replacement dongle after returning the damaged dongle to Bytescribe.

Buyers initials: \_\_\_\_\_ 4. The Orator software and voice board come with a 30 day return policy. The Buyer may return the complete product within 30 days in its original packaging to receive a refund. A 10% restocking fee will be charged for all returns.

Buyers initials: \_\_\_\_\_ 5. The voice boards have a 90 day warranty. Bytescribe does not warranty against voice boards damaged by power surges or lightning. Voice boards must be protected by phone line surge protection.

Buyers initials: \_\_\_\_\_ 6. The Orator software and voice board is indented as a do-it-yourself kit. Bytescribe does not offer free support for this product. Bytescribe does provide written documentation and online documentation for installation and support. Buyer may purchase paid telephone support. Bytescribe does not guarantee response time.

### 1. Sale.

Bytescribe agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase the following tangible personal property (the "Goods"): Orator Dictation Software and Voice Boards.

### 2. Support.

All computer and hardware support is the responsibility of the Buyer's technical staff. Telephone support is not included and will be subject to charges. Response time is not guaranteed.

**3. Shipping.**

Buyer shall be solely responsible for the expenses associated with shipping. The risk of loss from any casualty to the Goods, regardless of the cause, shall be upon Buyer upon the delivery of the Goods to Buyer's shipper as set forth herein. When practicable, Bytescribe will follow Buyer's requested shipping instructions. If none are requested, Bytescribe will use its discretion in selecting an appropriate transportation method.

**4. Right of Inspection.**

Buyer shall have the right to inspect the goods on arrival at Buyer's facility. Within 30 days after delivery, Buyer must give notice to Bytescribe of any claim with respect to the condition, quality or grade of the Goods or non-conformance to this Agreement, specifying the basis of the claim in detail. Failure of Buyer to comply with these conditions within the time set forth herein shall constitute irrevocable acceptance of the Goods by Buyer. In the event the Goods do not conform to this Agreement, Buyer's sole remedy and Bytescribe's sole obligation, shall be at Bytescribe's option to replace the Goods at Bytescribe's expense or credit Buyer the amount of the purchase price minus a 10% restocking fee for the non-conforming goods. Return shipping shall be the responsibility of Buyer.

**5. Warranty.**

Bytescribe warrants that the hardware components sold hereunder will be free from defects in material and operation for a period of 90 days from the date of purchase. Hardware components covered by this warranty include Intel voice boards only. Voice boards damaged by power surges or lightning are not covered by any warranty and must be returned to the manufacturer for repair. If hardware components are found defective during normal use, Buyer shall notify Bytescribe of the claimed defects to receive an RMA number. Buyer shall ship defective parts with RMA number to Bytescribe at Buyer's expense. Bytescribe shall, at its own expense, furnish replacement hardware components for the defective components and ship to Buyer at Bytescribe's expense.

**BUYER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written below.**

Buyer:  
Company: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**Fax to Bytescribe at (866) 908-9510**