

The Versicor, LLC, (“Versicor”) “Ideas to Action Award Program” (“Program”) and participation therein is governed in all respects by these Terms and Conditions (“Terms”). By participating in the Program, each applicant fully and unconditionally agrees to be bound by and accepts these Terms and the decisions of Versicor and its Program personnel (including, without limitation, decisions regarding the eligibility of applicants, applications and submissions, the selection of Program award and other incentives recipients and honorable mention applicants, and the awarding of Program awards) which are final and binding in all respects.

1. GENERALLY.

The purpose of the Program is to provide start-up support to product designers with great ideas. Every four months during the Program, Versicor will evaluate applicants and their submitted design ideas and make Program awards to applicants who have a great design idea. A Program award will be a dollar amount, as specified by Versicor, that may be used towards Versicor’s services in electronics, controls, or software design and development. The 2014 installment of the Program will commence May 1, 2014. The foregoing is only a general description of the Program, and the Program is subject to the full Terms set forth below.

2. ELIGIBILITY.

If an applicant is an individual, the applicant must be a permanent legal resident of one of the fifty (50) United States or the District of Columbia, and at least twenty-one (21) years old. If an applicant is other than an individual, it must be a legal entity (for example, a limited liability company, a corporation, etc.) that is organized under the laws of one of the fifty (50) United States or the District of Columbia, and the individual registering the entity as an applicant must be a permanent legal resident of one of the fifty

(50) United States or the District of Columbia, and at least twenty-one (21) years old, and authorized to register the entity in the Program. This Program is void outside the fifty (50) United States and the District of Columbia, and where prohibited or restricted by law. Employees, officers and directors of Versicor and its parents, subsidiaries, divisions, affiliates, advertising, public relations agencies, promotion agencies, and outside judges, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer, director and outside judge are not eligible to apply or participate. An outside judge will not evaluate an entry submitted by an individual employed by the same organization that employs the judge. If a Program award cannot be awarded by Versicor to an individual applicant for any reason (including, without limitation, if corporate or other policies of the applicant's employer precludes him/her from receiving an award), Versicor, in its sole discretion, may disqualify the applicant. The Program, and any website pages and advertisements relating thereto, is intended for viewing only within the United States and the District of Columbia, and applicants must be present in the United States or the District of Columbia at the time they register, apply and participate in the Program. The Program is void outside the fifty (50) United States and the District of Columbia, or where prohibited or restricted by law.

3. PROGRAM APPLICATION PERIOD.

The 2014 installment of the Program will be conducted for the calendar year 2014. The Program application period begins at 12:01 a.m. Eastern Time ("EST") on May 1, 2014, and ends at 11:59 p.m. EST on December 31, 2014 (the "Program Period"). Versicor's computer is the official timekeeping device for this Program.

4. HOW TO APPLY.

a. During the Program Period, go to <http://goversicor.com/ideas-2-action> (the “Program Website”) to the Program application section of the Program Website. Follow the onscreen prompts to complete and submit the Program application form, application information and upload your Program Design Idea pitch deck (as defined and described in Section 4(b) below). In order to be considered in the Program, an eligible applicant must submit all required Program applications and application information, and the submitted Program Design Idea pitch deck must meet the requirements of these Terms and any additional requirements as set forth in the Program Website (including, without limitation, application format requirements). At the time of submission of Program materials, review the Terms as posted on the Program Website to review the then current Terms (which may include updates or changes after the initial or subsequent postings of these Terms). An applicant’s Program application and Program Design Idea pitch deck must be received by Versicor during the Program Period. Submitting mass submissions or submissions generated by a script, macro or use of automated devices is prohibited and will result in disqualification. LIMIT: Up to a maximum of six (6) applications and related Program Design Idea submissions per Program Period per applicant; provided, however, each application and related Program Design Idea pitch deck must be submitted separately by the applicant, and each Program Design Idea must be significantly different (as determined by Versicor in its sole discretion). By registering in the Program, an applicant consents and agrees to Versicor’s website Conditions of Use and Privacy Policy. Normal Internet access and usage charges imposed by applicant’s online service will apply.

b. A “Program Design Idea” pitch deck submission must meet the following requirements:

- I. The idea must have a need for software, controls, or electronic development
- II. The idea must be submitted via an online application form and in an uploaded pitch deck (10-15) slides summarizing the idea to include the problem the product is solving, the solution the product is offering, market analysis, competitive advantages, inspiration for the idea/what is the societal impact it will have, consumer needs being addressed, the team, drawing or sketch, and must meet the upload requirements as set forth in the Program Website;
- III. The design must be entirely original to the applicant (an original creation is the product of one's own mind created solely by the applicant, and is NOT a copy or imitation; modifying, enhancing or altering a third party's preexisting work does not qualify as a applicant's original creation);
- IV. The design must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, patent, tradeseecret, copyright, trademark or other intellectual property or proprietary right, and must NOT incorporate or include anything that would require the consent of any third party for the use of the applicant's Program Design Idea pursuant to the rights granted by applicant in connection with the Program (including, without limitation, as contemplated by Section 5(b) below);
- V. The design must not be the subject of any actual or threatened litigation or claim;
- VI. The design must NOT have been previously published or have won any other award;
- VII. The idea must NOT be the subject of a government contract or grant; and
- VIII. The design idea must NOT be lewd, offensive or inappropriate.

Compliance with all requirements shall be as determined by Versicor in its sole discretion.

- c. Each applicant represents and warrants that applicant's Program Design Idea submitted in the Program meets the submission requirements set forth in Section 4(b) above. Each applicant hereby agrees to indemnify and hold Versicor and its parents, subsidiaries and affiliates, and the officers, directors, employees, agents, representatives, successors and assigns of each of them, harmless from and against any and all claims, demands, suits, judgments, losses, costs or expenses of any kind or nature whatsoever (including reasonable attorneys' fees) arising directly or indirectly from any breach or alleged breach of any of the warranties, representations or agreements of applicant hereunder, or from applicant's participation in the Program.
- d. Failure to submit all required information, materials and submissions in the manner required in these Terms may result in disqualification. Proof of submission will not be deemed to be proof of receipt by Versicor. All applicants, registrations, Program Design Ideas and other submissions in this Program are subject to verification by Versicor. Each applicant agrees to cooperate with Versicor and its representatives in connection with any and all verification activities. Any applicant, registration, Program Design Idea or other submission in this Program that does not comply with any aspect of these Terms, as determined by Versicor in its sole discretion, may be rejected by Versicor and the applicant disqualified.

5. SELECTION; NOTIFICATION; AWARD RECIPIENT OBLIGATIONS.

1. An eligible applicant who has submitted a Program Design Idea, as determined by Versicor in its sole discretion, will be a potential Program award recipient. The criteria for selection of a Program award recipient, and the selection of Program Award recipients, will be as determined by Versicor's judges in their sole discretion. In making the determination as to a Program award recipient, Versicor will also consider the relative effect of the Program award on an applicant's overall project. Program award recipients will be as determined by Versicor from time to time. In reviewing a Program application, Versicor will also have the opportunity to ask questions of applicants. Applicants are responsible for all of their costs and expenses related to the Program, including, without limitation, designing and submitting their Program Design Idea. A potential Program award recipient must comply with all terms and conditions of these Terms, and receipt of a Program award is contingent upon fulfilling all requirements.
2. A potential Program award recipient will be notified in person, or by phone, letter (by postal or over night delivery) and/or e-mail. In order to claim a Program award, the potential award recipient will be required to execute and return to Versicor a notarized Affidavit of Eligibility, a Liability Release and a Publicity Release (an "Affidavit/Release") in the form(s) provided by Versicor. For an applicant that is other than a natural person, the Affidavit/Release must be executed by an authorized representative of the applicant. THE AFFIDAVIT/RELEASE WILL CONTAIN A LICENSE BY THE APPLICANT IN FAVOR OF VERSICOR AND ITS DESIGNEES TO UTILIZE THE APPLICANT'S PROGRAM DESIGN IDEA (INCLUDING, WITHOUT LIMITATION, THE DESIGN ITSELF AND MEMORIALIZATIONS OF VERSICOR'S MANUFACTURING PROCESS FOR THE DESIGN) FOR

VERSICORS PROMOTIONAL AND/OR INFORMATIONAL PURPOSES IN ANY MANNER OR MEDIA (WHETHER NOW OR HEREAFTER EXISTING), ALL WITHOUT FURTHER PAYMENT, NOTICE, CONSIDERATION, ATTRIBUTION OR CONSENT; WHICH LICENSE WILL BE SET FORTH IN FURTHER DETAIL IN THE AFFIDAVIT/RELEASE. The Affidavit/Release must be returned to Versicor by the date and/or time indicated within the Affidavit/Release. If the potential award recipient cannot be contacted within ten (10) days of the first attempt to contact the potential recipient, or if the potential recipient fails to return the Affidavit/Release within the specified time, or if the potential recipient or the potential recipient's design or other submissions are found to be ineligible, or if the potential recipient does not comply with the Terms, then the potential recipient may be disqualified. Versicor is not responsible for the failure of a potential recipient to receive Versicor's notification or the required documents for any reason, or for the inability of such potential recipient to return the required documents for any reason.

6. PROGRAM AWARDS.

1. Subject to, as applicable, the terms and conditions of these Terms with regard to United States applicants. If there are no or a limited amount of applicants with acceptable Program Design Ideas in this Program, then Versicor, in its sole discretion, may determine not to make any awards in the Program or make a limited amount of awards. The decision of Versicor, as regards the recipient(s) of any award in this Program, will be conclusive and binding upon the applicants; it will not be open to review or challenge. Versicor is not required to provide any reasons to support its decision.

2. A Program award consists of and is limited to a dollar amount specified by Versicor. A Program award may only be utilized by a recipient for Versicor's electronic, controls, and/or software development in connection with the design and development of prototype(s) by Versicor utilizing the award recipient's Program Design Idea and related shipping and handling costs. The prototype(s) and/or product developed by Versicor for a recipient utilizing the recipient's award must be for the recipient's own use and cannot be resold by or at the direction of the recipient. A Program award must be fully utilized by a recipient within ninety (90) days after notice of the award is given by Versicor to the recipient. An award will be considered "utilized" when an order is placed by the award recipient with Versicor using the Program Design Idea submitted in connection with the Program. Unused components of an award shall be forfeited and have no redeemable cash value.
3. Program awards are awarded "AS IS" with no warranty, representation or guarantee, express or implied, in fact or in law, made by Versicor or for which Versicor shall be liable other than the standard express warranty made by Versicor to its customers with respect to parts manufactured by Versicor, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Awards are nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Awards must be accepted as awarded. No award substitutions, except by Versicor, who reserves the right (but has no obligation) to substitute a award (or a component thereof) with another award of equal or greater value if any applicable award (or a component thereof) is not available for any reason as determined by Versicor in its sole discretion. Each recipient is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with

an award, and its redemption, receipt and use, including, without limitation, all federal, state and local taxes on the award. If applicable, a Program award recipient will be issued an IRS Form 1099 for the amount of the award. Award recipients waive the right to assert as a cost of receiving an award any and all costs of verification and redemption or travel to redeem the award. Non-compliance with any of the foregoing and any other condition of this Program may result in disqualification and forfeiture of award. Upon award forfeiture, no compensation will be given.

7. GENERAL CONDITIONS.

Versicor reserves the right to require an applicant to complete, execute and deliver to Versicor additional documents at any time as required, in the forms provided, and within the timeframe required by Versicor, or the applicant may be disqualified. Versicor reserves the right to change or update these Terms based on its experience with the conduct of the Program and/or applicants' response to the Program. Versicor also reserves the right, in its sole discretion, to terminate, modify or suspend the Program if, in Versicor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Program, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Versicor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Program, and in such event, Versicor reserves the right in its sole discretion (but does not have any obligation) to award an award or award(s) to a recipient or recipients based on the above Program award selection criteria from among eligible, non-suspect applications received up to the time of the suspected impairment. Any changes or updates in these Terms, or termination, modification or suspension of the Program will be as

described on the Program Website. At the time of submission of Program materials, review the Terms as posted on the Program Website to review the then current Terms (which may include updates or changes after the initial or subsequent postings of these Terms). Versicor reserves the right in its sole discretion to disqualify any applicant it finds to be tampering with the application or submission process or the operation of the Program or to be acting in violation of these Terms or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Program is a violation of criminal and civil laws, and, should such an attempt be made, Versicor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Versicor's failure to enforce any term of these Terms shall not constitute a waiver of that provision or any other provision of these Terms.

9. RELEASE.

By participating in the Program, each applicant forever and irrevocably RELEASES, DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS, Versicor and its parents, subsidiaries, divisions and affiliates; any and all persons and entities responsible for offering, operating, fulfilling, administering, advertising or promoting the Program or supplying any award, and the employees, officers, directors, owners, representatives, agents, heirs, successors, assigns and insurers of each of them (collectively, the "Releasees") from and against all losses, claims, damages, liabilities, costs or expenses (collectively, "Losses"), arising in whole or in part, directly or indirectly, from the applicant's application to and/or participation in the Program, and/or the applicant's receipt or use of any award awarded in the Program. The foregoing release includes, without limitation, any and all LIABILITY, BODILY INJURY, DEATH, LOSS OR DAMAGE to applicant or any third party arising in whole or in

part, directly or indirectly, from any award or the use of any award, the award, acceptance, possession, use or misuse of any award, and application and participation in the Program. Each applicant further COVENANTS NOT TO SUE any of the Releasees with respect to any matter addressed by the foregoing release, or encourage or assist any third party in doing so. This is a complete RELEASE and DISCHARGE of all claims and rights of each applicant against the Releasees and no action will be taken by or on behalf of an applicant with respect to any such claims and rights, it being understood that these Terms, including this Section 9, shall be binding upon each applicant, and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives.

10. LIMITATIONS OF LIABILITY.

Versicor is not responsible for: (a) incorrect or inaccurate transcription of registration, application or Program information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected applications or applications received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the application process or the Program; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Program or the processing of applications; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from applicant's participation in the Program, including but not limited to applicant's computer, which may be caused, directly or indirectly, in whole or in part, from applicant's participation in the Program, or from viewing, playing, uploading

or downloading any material to or from Versicor' s website(s), regardless of whether the material was prepared by Versicor or a third party, and regardless of whether the material is connected to Versicor' s website by a hypertext link.

11. DISPUTES.

Applicant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Program, or the Program awards shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Royal Oak, Michigan; applicant submits to sole and exclusive personal jurisdiction to said courts in the State of Michigan for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, but in no event attorneys' fees; and (c) under no circumstances will applicant be permitted to obtain awards for and applicant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of applicant or Versicor in connection with the Program shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Michigan, United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. PROGRAM ADMINISTRATOR.

The Program is offered and administrated by Versicor, LLC., 333 West 7th St, Royal Oak, Michigan.