

Edidev LLC

Software Maintenance and Support Service Agreement

This Service Subscription Agreement ("Agreement") is a legal Agreement between you, either an individual or a single entity, ("Customer") and Edidev LLC ("Edidev"), a California limited liability company, having its principal place of business at 263 W. Olive Ave. #357, Burbank, CA 91502, for maintenance and support services, defined below and provided by Edidev, for a computer software ("Software Package") pursuant to an End User License Agreement ("EULA") granted by Edidev to Customer. By paying the applicable maintenance and support fee ("Subscription Fee"), you accept and agree to be bound to the terms of this Agreement. If you are an agent or employee of the intended subscriber or user, you individually represent and warrant to Edidev that you are authorized to bind that party to this Agreement.

Definitions

"Customer" refers to you, either an individual or an organization doing business.

"Software Package" means the application program purchased by Customer from Edidev and bound by EULA for its use.

"EULA" is an acronym for "End User License Agreement" which is a contract between the user of the Software Package and Edidev wherein the rights of the user to use the Software Package is outlined.

"Error" means any reproducible material failure of the Software Package to function in accordance with its online documentation.

"Renewal Fee" is the amount of money in U.S dollars to be paid to continue the Subscription Service. Renewal Fee is non-refundable upon payment.

"Activation Fee" is the amount of money in U.S dollars that is paid to start the Subscription Service. Activation Fee is non-refundable upon payment.

"Subscription Fee" is the collective term for the Renewal Fee and Activation Fee that maintains the cost of Subscription Service.

"Subscription Service" means the maintenance and support services provided by Edidev to Customer or a Subscription Fee. The complete service provided by Edidev is outlined below under Premium Support Services and Basic Support Services.

Premium Support Service

By paying the Subscription Fee, in addition to the basic support service generally provided, Edidev also provides the following premium service. Support is available only in English.

(a) Software Package. Edidev will provide commercially reasonable efforts to assist Customer to resolve problems in its use of the Software Package(s). Different Editions of the Software Package will be entitled to different levels of support which includes (but not limited to)

- i. general troubleshooting and code review of programs using the Software Package,
- ii. Electronic Data Interchange ("EDI") and/or Standard Exchange Format ("SEF") programming related issues in regards to the use of the Software Package, and
- iii. Installation, deployment and redistribution of Software Package.

Edidev makes no guarantee that it can, or will, solve any problems presented by Customer with respect to the Software Package(s), and Customer acknowledges that despite Edidev 's reasonable efforts, not all problems are solvable. Edidev further disclaims any warranties above and beyond any limited warranties that may have been expressly made by Edidev in the Software Package License Agreement.

(b) Customer Support Website. Edidev shall use commercially reasonable efforts to make available the customer support website 24 hours per day, 7 days a week, 365 days a year, barring unforeseen interruptions in Internet service, or planned or emergency maintenance of the website by Edidev. Notwithstanding anything to the contrary in this Agreement, Edidev does not guarantee network availability between Customer and the Edidev hosting servers as such availability is beyond the control of Edidev. Any planned schedule for when the website will not be available will be communicated to the Customer as far in advance as possible.

(c) Email Support. Response to email support will generally occur between the hours of 8:00 am to 5:00 pm PST, Monday to Friday except public holidays ("Business Hour"). Although the response to each request for support via email may not happen immediately, priority is given to Customer bound to this premium support Agreement. Edidev will use reasonable efforts to diagnose, to research and to determine a response to an email within a 24 Business Hour window. Any planned exceptions to the availability of Services will be communicated on the Edidev website as far in advance as possible.

(d) Remote Service. Remote support session is provided only when email support is not sufficient to resolve an issue. Furthermore, remote session is provided on an availability basis using desktop services such as GoToMeeting. Customer must have the minimum skill requirement in the undertaking of the task around which support has been requested so as to competently engage with Edidev in the support session.

(e) Version Upgrades. Customer can upgrade the currently licensed Software Package to the newly designated point releases of the Software Package that has been released for general commercial distribution. For example, Customer can upgrade from version 5.6 to 5.7, or 5.7 to version 6.0 in the series. The new version may contain additional features, functionalities, and enhancements of the Software Package. Release of the Software Package designed by Edidev to operate on one operating system, or processor, is not the same as one designed for a different operating system, or processor, the latter Software Package requiring a separate EULA. That being the case, a Software Package designed

for one processor is not considered an upgrade to another Software Package having the same or lower version designed for another processor. For example, a 64-bit release of Software Package is not considered an upgrade to the 32-bit release of the Software Package whatever the version may be for both, or Software Package released for Windows 10 is not considered an upgrade to Software Package released for Windows 8 whatever the version may be for both.

(f) Emergency Bug Fix Escalation. Edidev shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as is possible during Edidev's normal business hours. For any errors in the Software Package, Edidev shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as is possible during Edidev's normal business hours. Customer shall provide sufficient detail as Edidev may reasonably require for Edidev to understand and reproduce the problem in order to resolve the Error. In addition to basic software Updates for error correction, at Edidev's sole discretion, a maintenance release such as a hot-fix or service pack build can be made available to Customer before the next version release, should Customer's require the fix immediately.

(g) Services Not Included. The following services are not included:

- i. On-site support;
- ii. Training;
- iii. Troubleshooting programs not implementing the Software Package;
- iv. Any software development, or software customization of existing or sample programs;
- v. Create and customization of SEF files;
- vi. Any support beyond the scope of the licensed Edition of the Software Package; and
- vii. Upgrading to a higher license Edition. For example, upgrading a Professional Edition license to an Enterprise Edition license.

Basic Support Service

As part of the EULA granted by Edidev to Customer, the following basic services are generally provided without an additional fee:

(a) Installation. Edidev will assist Customer with any problems related to installing the Software Package on a computer.

(b) Limited Programming Support. If Customer has a development Edition of the Software Package, Edidev will assist Customer, after successful installation of Software Package, in ensuring that the components of the Software Package can be implemented successfully into a sample program available in the Edidev website.

(c) Online Help Documentation.

(d) Frequently Asked Question documentation.

(e) Alternate Support Information. In response to a Customer request for Support, if Edidev discovers that the solution is available elsewhere such as, but not limited to, the websites or support forums, Edidev may, in Edidev's sole discretion, direct Customer to the appropriate source for the solution to the problem.

(f) Updates. Edidev shall provide Updates that apply to the Customer's currently licensed Software Package for minor enhancements and software error correction. Only those Updates that apply to the Customer's currently licensed Software Package will be delivered to the Customer. For any errors in the Software Package, Edidev shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as is possible during Edidev's normal business hours. Customer shall provide sufficient detail as Edidev may reasonably require for Edidev to understand and reproduce the problem in order to resolve the Error. An update may be required to resolve the issue and will be made available in the next release of the Software Package.

(g) Email Support. Email support is provided for non-critical issues. Responses to email support will generally occur between the hours of 8:00 am to 5:00 pm PST, Monday to Friday (except public holidays). Each request for support via email may not happen immediately.

(h) Error Correction Exclusion. Edidev is not obligated to correct errors to the extent that the need for support was required under the following circumstances in whole or in part:

- i. by the negligent and willful misconduct of Customer to make illegal modifications of the Software Package;
- ii. for defects or errors caused by any fault or error in equipment, programs, applications or products used in conjunction with the Software Package, or otherwise resulting from causes beyond the reasonable control of the Edidev;
- iii. for breach of EULA and Proprietary Rights by Customer; and
- iv. by a Force Majeure Event, which means an unforeseeable and unavoidable event of whatever kind that is beyond the control of Edidev including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications or utilities that definitively renders the performance of the contract impossible.

Customer Responsibilities

Customer is responsible for all hardware, operating systems, network setup, and any other setup that may be required to satisfy the minimum requirement of the Software Package to be installed on a computer at the Customer's site for support of the Software Package at Customer's site.

Customer must ensure that the personnel, communicating and receiving the support from Edidev,

must have sufficient skill, or training to maintain operation of the Software; for example, if programming support is requested, Customer's personnel must have the required expertise of a programmer, or software developer.

If programming support is required, Customer may be required to provide Edidev with reproducible test case(s), containing source code that does not violate or infringe on Customer's trade secret or intellectual property.

Customer is responsible for providing a strong password in the customer support website as a good faith effort to prevent illegal access to the website's information and resources. The account of the Customer in the customer support website may not be shared with any organization or entity that is not authorized subscribers of the support.

Term and Termination

(a) Activation. The term of this Agreement commences when the Activation Fee, at the then-current list price, is paid ("Effective Date") and continues until the one year anniversary of the Effective Date. Subscription Fees are non-refundable upon payment.

(b) Renewals. Subscription Service automatically renews at the one year anniversary of the Effective Date, or no later than the date of commencement of a renewal, when the Renewal Fee is paid, unless the Customer has given notice of intent not to renew at least 7 days in advance of the then current term. The Renewal Fee is non-refundable. Edidev may increase the Renewal Fee.

If Customer elects not to renew the Subscription Service, Customer may later re-enroll or enroll, as the case may be, for the Subscription Service by paying the Activation Fee for the current 12-month period. For continued Subscription Service henceforth, only the Renewal Fee is paid for subsequent years.

(c) Non-Payment. Non-payment of a Renewal Fee by Customer is interpreted as Customer's intent not to renew the Subscription Service. Henceforth, if Customer elects to re-enroll then the Customer must pay the Activation Fee (not the Renewal Fee).

(d) Breach. Edidev may suspend performance of Services if Customer fails to meet its obligations as set forth under this Agreement. Edidev may terminate Services if such failure continues for thirty (30) days after Edidev's written request to meet these obligations. Edidev may terminate the Agreement and all Services at any time if (i) it is discovered that Customer is in breach of any of its Software license, pursuant to Customer's Software Package EULA, or (ii) Customer is in breach of this Agreement or any other agreement with Edidev.

(e) Right to Discontinue. Customer acknowledges that Edidev, at its sole discretion, has the right to discontinue support and development of current and older versions of the Software Package, provided that Edidev agrees not to discontinue support for the Software Package during the current term of the Subscription Service, subject to the termination provisions herein. Subscription Service shall not automatically renew if Edidev discontinues support of Software Package covered by this Agreement.

(f) Right to Modify Services. Edidev reserves the right to modify the Subscription Service from time to time but in no event shall such modifications materially diminish the rights of Customer. Any planned modification of the service will be communicated to the Customer as far in advance as possible.

Software Package Covered by Subscription Service

The Customer may purchase one or more Subscription Service for the following Software Package pursuant to ownership of EULA for the Software Package. If the Subscription Service is purchased by Customer on the same date as the purchase date of the Software Package EULA, the Effective Date is the same as the purchase date, and the then-current price to the Customer is the Renewal Fee. The Subscription Service can then be renewed annually at the anniversary of the Effective Date when the Renewal Fee is paid. If Customer elects not to purchase the Subscription Service at the same time as the purchase date of the Software Package EULA, Customer can later enroll when the Activation Fee is paid. The Subscription Service can then be renewed yearly when the Renewal Fee is paid. If Customer has more than one Software Package EULA, it is a requirement to purchase Subscription Service for each of the EULA where the support service is required, and it is the responsibility of the Customer to identify the license under which the service is requested. Failure to identify the EULA under which the Subscription Service is being provided could lead to support being refused.

(a) Framework EDI Professional Edition.

- i. Renewal Fee is \$99 plus tax, if applicable.
- ii. Activation Fee is \$250 plus tax, if applicable.

(b) Framework EDI Enterprise Edition.

- i. Renewal Fee is \$250 plus tax, if applicable.
- ii. Activation Fee is \$720 plus tax, if applicable.

(c) Framework EDI Universal Edition.

- i. Renewal Fee is \$450 plus tax, if applicable.
- ii. Activation Fee is \$980 plus tax, if applicable.

(d) EDIdEv Desktop Utilities.

- i. Renewal Fee is \$50 plus tax, if applicable.
- ii. Activation Fee is \$150 plus tax, if applicable.

Taxes

All fees under this Agreement are exclusive of, and Customer shall be liable for, and shall indemnify and

hold Edidev harmless from and against, any taxing authority of the United States and/or any other governments', withholding, excise, sales, use, value added or other taxes, tariffs, custom duties and importing fees. Taxes shall expressly exclude any governmental income taxes measured by Edidev's net income or gross receipts or for any franchise or excise taxes owed by Edidev. The total fees for this Agreement is subject to increase by the amount of any Taxes which Edidev is required to withhold, collect, or pay so that Edidev receives the full amount of the maintenance charges. Any certificate to exempt this Agreement from tax liability or other documentary evidence of statutory exemption shall be obtained by Customer at Customer's expense. Upon receipt of said certificate for proof of such status, Edidev shall not charge Customer for any taxes from which Customer is exempt.

Indemnification

Customer shall defend, indemnify and hold harmless Edidev from and against all damages, liabilities, losses and expenses, including reasonable attorneys' fees and expenses, resulting from any third party claim, suit or proceeding that arises from the use of the Subscription Service.

Disclaimer of Warranties

EDIDEV EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OF LACK OF VIRUSES, OR COMPLETENESS OF RESPONSES, OF RESULTS, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE ONLINE SUPPORT, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF SERVICES PROVIDED. EDIDEV DISCLAIMS ANY WARRANTY THAT THE ONLINE SUPPORT, OR THE SERVICES PROVIDED BY EDIDEV ARE OR WILL BE ACCURATE, ERROR FREE OR UNINTERRUPTED.

Disclaimer of Consequential Damages

In no event shall Edidev or any of its officers and employees be liable for any special, incidental, indirect, exemplary, or consequential damages whatsoever (including, without limitation, damages for loss of use, cost of cover, loss of business profits, for business interruption, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, for loss of data, or for any other pecuniary or other loss whatsoever) arising out of the the furnishing, performance or use of system, services performed hereunder, or its other obligations with any provision of this Agreement, even in the event of fault, tort, strict liability, breach of contract or breach of warranty of Edidev, even if Edidev has been advised of the possibility of such damages.

Limitations of Remedies and Liability

SUBJECT TO THE FOREGOING AND NOTWITHSTANDING ANYTHING TO THE CONTARY ELSEWHERE CONTAINED, EDIDEV'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, SHALL NOT EXCEED THE MAINTENANCE AND

SUPPORT FEE PAID TO EDIDEV BY THE CUSTOMER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

Governing Law

The laws of the State of California govern all matters in this Agreement. Any claims arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in the State of California, and the claimant submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to the venue of any legal action or proceeding arising out of this Agreement brought in any state or federal court sitting in the State of California.

If the Customer fails to bring any legal action or proceeding brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the Customer shall pay Edidev its reasonable attorneys' fees and other costs incurred in that action or proceeding. Furthermore, if the legal action or proceeding aforementioned results in an unsuccessful outcome for the Customer, the Customer shall pay Edidev its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which Edidev may be entitled.

General

This Agreement is the final Agreement between the Customer and Edidev. All prior agreements between the Customer and Edidev relating to the matters contained in this Agreement, whether written or oral, are expressly superseded by this Agreement. In entering into this Agreement, the Customer has not relied upon any statement, representation, warranty or Agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement. This Agreement may not be assigned by Customer, and any violation of the foregoing shall be made null and void.

The parties can amend or modify this Agreement only by a written Agreement signed by authorized representatives of both parties.