Debtmaster® Cloud Hosted Support Services Terms and Conditions

Comtronic Systems LLC ("Comtronic", "us", "our" or "we") offers certain cloud hosted support services to licensees of Debtmaster Software (each, a "Licensee", "you" or "your") who have a license to access and use the Debtmaster Software pursuant to a Debtmaster Software License Agreement ("License Agreement"), executed and delivered by Licensee to Comtronic, as issued with Licensee's Debtmaster Software, and who have elected to load the Debtmaster Software, or have it loaded for them, on a virtual machine within Microsoft's Azure Cloud service.

These Debtmaster Cloud Hosted Support Services Terms and Conditions (this "Policy") as set forth below are incorporated by this reference into the License Agreement, so both you and Comtronic are bound by this Policy, and all other terms of the License Agreement apply. Capitalized terms used but not defined in this Policy have the same meaning as in the License Agreement.

This Policy may be modified by Comtronic from time to time and at any time. In the event of amendment, all terms shall become effective thirty (30) days following posting of such amended terms on Comtronic's website at www.comtronicsystems.com/license (the "Website") unless such terms are required by applicable law, in which case such terms shall become effective immediately upon posting of such amended terms on the Website. You agree to any amended terms by continuing to use the Services following the effective date of any such amendment. It is your responsibility to review this Policy on the Website from time to time to review the most current terms and conditions.

Subject to the foregoing, if we modify this Policy in a way that materially changes, in our sole discretion, the terms herein, we will notify you of the change by our choice of mail, fax or email (notice by email exclusively for Licensees outside of North America). Unless you object to the changes and notify Comtronic, the modified Policy will be effective thirty (30) days after the notice is sent. Use of the Services (as defined below) after the effective date of the modification will constitute your consent to the modified Policy.

I.   DEFINITIONS

"Azure Cloud" means the Azure Cloud Hosted service provided by Microsoft that allows scalable virtual machines to be rented month-to-month, available virtually anywhere accessible with a secure Internet connection.

"Debtmaster" or "Debtmaster Software" means the Debtmaster Software owned by Comtronic and made available to Licensee by Comtronic pursuant to the License Agreement.

"Virtual Machine" means a Debtmaster-compatible server, hosted by Microsoft within Microsoft's Azure Cloud (firewall included), and made available to Licensee by Microsoft.

"Parties" means Comtronic or Licensee, and "Party" means either one of them, as applicable.

GENERAL TERMS AND CONDITIONS

A.   Services Generally.

1.   Provision.

Comtronic agrees to provide or facilitate the provision of the Cloud Hosted Support Services, as described in Section I.B hereof (the "Services"), to enable Licensee's access and use of the Debtmaster Software through Licensee's use of its Virtual Machine located in Azure Cloud. The Parties understand and agree that Licensee will be responsible for entering into an agreement directly with Microsoft for licensing and payment of fees relating to Azure Cloud Service. Licensee's access and use of the Services is governed by this Policy and the License Agreement. Any fees payable to Comtronic under this Policy shall be paid as an additional Ongoing License and Maintenance Fee in accordance with the License Agreement.

2.   Conditions.

The Services are only available to Licensee if Licensee (i) signed up for a Virtual Machine and has entered into an agreement with Microsoft for use of Microsoft's Azure Cloud, (ii) is current with all payments due to Comtronic and (iii) has not been terminated from eligibility for the Services and who are otherwise eligible for the Services as determined by Comtronic in our sole discretion.

3.   Virtual Machine; Access to Debtmaster Software; Data Backup.

You are solely responsible for maintaining your account with Azure Cloud. You shall arrange for the purchase and delivery of your Debtmaster License and delivery of corresponding Debtmaster-formatted data to Comtronic's Cle Elum, Washington location, and you shall be solely responsible for all associated transport costs and expenses.

You agree to (a) purchase one Remote Desktop Client ("RDC") access license for each authorized user of Debtmaster, available from Microsoft, and, (b) use network-level authentication on all workstation-clients connecting to Azure Cloud Virtual Machine to access the Debtmaster Software. We strongly encourage you to configure the Debtmaster database to operate exclusively in encrypted database mode.

You are solely responsible for creating and maintaining backup copies of your data and data generated by the Debtmaster Software.

4.   Restricted vs. Non-Restricted Deployment.

Depending on how Licensee uses and accesses Debtmaster in the Azure Cloud, Comtronic will identify your use or deployment as either Restricted Deployment or Non-Restricted Deployment (each as defined below) in the nature of the setup and configuration. Licensee acknowledges and understands that Licensee controls whether its access and use of Debtmaster is under a Restricted Deployment or Non-Restricted Deployment and that if it or its users access or use Debtmaster under a Non-Restricted Deployment, a portion or all of the Services may not be provided or available to Licensee.

"Restricted Deployment" is supported to the highest level by Comtronic, meaning that Comtronic will provide the support Services set out in Section I.B and in accordance with this Policy. Comtronic will consider Licensee's access and use of Debtmaster as Restricted Deployment if all

of the following conditions are met: (1) Licensee restricts all browsers that are installed on Azure Cloud from access to the Internet, (2) Licensee's Virtual Machine is tightly controlled by only qualified IT staff of Licensee, (3) Licensee's Virtual Machine only contains and runs Comtronic-approved third-party applications, such as MS Office, QuickBooks and Adobe Reader, and (4) strongly recommend Licensee continue to retain in-house or third-party information technology services, continuing end-to-end security of your networks, servers, work stations, Windows updates and security permissions. If Licensee does not meet any of the foregoing conditions at any time, Licensee will be deemed to be accessing and using Debtmaster as Non-Restricted Deployment.

"Non-Restricted Deployment" is riskier by nature and will require Licensee to have in-house, or third-party information technology services ("Primary IT Services") in addition to Comtronic's support Services. This includes hybrid domain Azure configurations. If Licensee is under a Non-Restricted Deployment, Licensee acknowledges and agrees (i) that Licensee is required to obtain and maintain Primary IT Services, (ii) that Comtronic's support Services shall be considered secondary in nature to any Primary IT Services, (iii) that Comtronic has the right to require Licensee to use such Primary IT Services prior to requesting Services from Comtronic, (iv) to control, secure, and monitor its Virtual Machine(s) and be fully responsible for the performance and results of, and extra support required by, its Virtual Machine(s) in the Azure Cloud, and (v) that Comtronic may be unable to provide or refuse to provide certain Services that it deems unreasonable as a result of Licensee's Non-Restricted Deployment, in Comtronic's sole discretion. It is also strongly recommended that Licensee sign up for an Azure Standard support plan. Licensee acknowledges and agrees that using applications not approved by Comtronic may require assistance beyond Licensee's IT staff's expertise and Comtronic may not be able to provide Services in connection with Licensee's use of such applications.

5.   Contact Information for Comtronic.

Support Services	support@comtronic.com
	Toll-free from USA & Canada (800) 388-5245
	International/USA/Canada (509) 573-4302
Sales	sales@comtronic.com
	(509) 573-4300

B.   <u>Cloud Hosted Support Services</u>.

1.   Provision.

Requests for Services may be submitted by telephone, email, support portal or mail to Comtronic during the hours set forth in Section I.B.2. In providing Services, we may remotely access your Virtual Machine in the Azure Cloud. Comtronic does not provide on-site technical support at the Licensee's location or facility as part of these Services. Comtronic may in its discretion provide on-site technical support pursuant to a separate agreement with the Licensee, and the provision of any such services by Comtronic will be subject to the provisions of such separate written agreement, and this Policy with respect to the disclaimer of warranties and limitation of liability in Sections I.E and I.F.

Access Limitations. Remote access by Comtronic is expected and provided as part of the Services by default. If Licensee specifically disables or restricts Comtronic's remote access (including instances where such restrictions occur without notice to Comtronic), Comtronic will instead provide support through attended remote sessions with a Licensee representative present. Licensee acknowledges and agrees that restricting Comtronic's remote access in this manner may limit Comtronic's ability to perform certain Services under this Policy, including, without limitation, periodic monitoring of usage and bandwidth for rightsizing of the Virtual Machine, proactive troubleshooting, and other unattended support tasks.

2.   Availability of the Services.

This Section I.B.2 is subject to the terms of Section I.A.4 (Restricted vs. Non-Restricted Deployment).

Comtronic will use its best efforts to ensure that Services are available 6am to 11am, and noon to 4pm Pacific Standard Time, Monday through Friday, with the exception of holidays and between the hours of 2pm and 3pm each Wednesday and at other times as necessary and at Comtronic's sole discretion.

We may provide emergency-only Services on Saturdays, with the exception of holidays or holiday weekends and at other times as necessary and at Comtronic's sole discretion, on an on-call basis from 9am to 3pm Pacific Standard Time. Comtronic technicians typically return your call within 30 minutes of your request for Emergency Only Support Services.

Notwithstanding the foregoing, Comtronic does not guarantee or warrant that Services will be continuously available during these hours or at any time.

While we expect your normal usage levels to be far less, Comtronic shall not be obligated to deliver more than four (4) hours of Services within any one-month period. However, if in Comtronic's sole opinion, extraordinary circumstances exist that require more Services time, Comtronic may extend those services without additional charge, otherwise additional services will be billed at Comtronic's regular hourly rate.

In no event is Comtronic required to provide Services for any version of Debtmaster that is more than two (2) years old from the current date.

Support Services are limited to the two (2) points of contact agreed to by the Parties and is generally not available other users of Licensee.

3.   The "Services" include:

- ♦   Signup for an Azure Cloud account in Licensee's name and credit card billing information;
- ♦   Assist Licensee with purchase of RDC licenses from Microsoft;
- ♦   Initial setup of the Virtual Machine in Licensee's account with Azure Cloud;
- ♦   Load Licensee's Debtmaster-formatted data on Virtual Machine "Test Data" for testing;
- ♦   Testing and coordination of remote access to the Debtmaster Software between Licensee's primary corporate location and the Azure Cloud;
- ♦   Load Licensee's live Debtmaster-formatted data on Virtual Machine to begin live service;
- ♦   Periodic monitoring of Licensee's usage and bandwidth to assist Licensee in

rightsizing Virtual Machine within Azure Cloud (available only if Comtronic maintains ongoing remote access, as described in Section I.B.1); and

♦ Once-a-year (non-peak) Debtmaster version upgrade service upon request by Licensee. Notwithstanding the foregoing, Comtronic may require Licensee to upgrade Licensee's version of Debtmaster at any time and multiple times throughout the term.

General support Services include:

♦ Access to Comtronic on-line library of training videos, as and when available;
♦ Help to rebuild Debtmaster indexes;
♦ Guidance with installation of Debtmaster maintenance upgrades;
♦ Information relating to Debtmaster backup and restore options;
♦ Guidance with understanding the functionality of the Debtmaster Software;
♦ Guidance with balancing Debtmaster ledgers and bank accounts (technical support only, not accounting);
♦ Guidance in creating Debtmaster letters (no legal advice);
♦ Guidance with Debtmaster data backups to the extent of Comtronic's knowledge, although we cannot guarantee results;
♦ Guidance/troubleshooting with Import/Export layout; and
♦ Troubleshooting Report/SQL statements (advanced report/SQL writing services are available at additional cost).

4.   The Services do not include other types of support not expressly set forth in Section I.B.3, including, but not limited to:

♦ Setup or Redeployment of the Azure Machine any time after the original (included) one-time setup has been completed. (Subsequent redeployments may be available at an additional charge);
♦ Data recovery;
♦ Data conversion from competitor or other systems;
♦ Network analysis/engineering assistance of your internal/local network;
♦ In-house upgrade of data sent in by Licensee;
♦ Connectivity issues or device support at satellite office(s), home(s) or hotel(s) locations;
♦ Anti-virus and anti-malware setup and updates; and
♦ Windows server and workstation updates.

5.   The Licensee covenants to:

♦ Use business class anti-virus and anti-malware software at all times, on all workstations and cloud server (including its Virtual Machine);
♦ Use domain group policies to enforce security and virus scanning rules across corporate network environment;
♦ Use business class printers;
♦ Back up files and data;
♦ Save data backups off-line from the Virtual Machine;
♦ Allow for at least weekly installation of Windows server operating system

updates and Virtual Machine restart for them to take affect;

- ♦ Use internal IT support for troubleshooting, maintenance and network administration; and
- ♦ Licensee understands and accepts all liability and responsibility of all risks associated with users connecting remotely to the Services from any network that share hardware or network connections with other home or public users or devices.

C.   Relationship with Microsoft Azure Cloud.

You understand and agree that Microsoft is not a party to this Policy or the License Agreement and that you may be subject to a separate agreement with Microsoft in addition to this Policy. You are responsible for managing your Microsoft account at all times, but we will assist in the initial setup and configuration of Virtual Machine for anticipated performance needs for your License in accordance with this Policy. You are directly responsible for any and all fees due to Microsoft and any disputes involving Microsoft's fees or services.

D.   Indemnity.

You agree to indemnify, defend, and hold harmless Comtronic, its officers, directors, agents, employees, and affiliates from and against any and all claims, actions, liabilities, damages, losses, judgments, fines, penalties, costs and expenses (including attorneys' fees), arising out of or related to any act or omission of you or your employees, agents or subcontractors (each, an "Indemnifying Party"), including but not limited to any Indemnifying Party's access and use of the Azure Cloud service, violation or breach of this Policy, access and use of the Services or violation of any law or regulation.

E.   Warranty and Disclaimer.

DISCLAIMERS OF WARRANTIES SET FORTH HEREIN ARE ADDITIONAL TO ANY DISCLAIMERS OF WARRANTIES SET FORTH IN THE LICENSE AGREEMENT.

COMTRONIC MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY SERVICES PROVIDED UNDER THIS POLICY. COMTRONIC DISCLAIMS, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS POLICY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES WHICH MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, COMTRONIC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AS TO THE OPERATION OF THE VIRTUAL MACHINE, AZURE CLOUD SERVICE, OR AS TO ANY THIRD-PARTY MATERIALS, PRODUCTS, SERVICES OR INFORMATION INCLUDING, BUT NOT LIMITED TO, INFORMATION PROVIDED ON OR THROUGH THE VIRTUAL MACHINE OR THE AZURE CLOUD SERVICE. COMTRONIC MAKES NO REPRESENTATIONS REGARDING UPTIME, USE OR DATA SECURITY OF THE VIRTUAL MACHINE OR THE AZURE CLOUD AND RELATED SERVICES.

NEITHER COMTRONIC, NOR ITS AFFILIATES, NOR ANY OF THEIR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, THIRD-PARTY CONTENT

PROVIDERS, SPONSORS OR LICENSORS OR THE LIKE (COLLECTIVELY "PROVIDERS") WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR WARRANT THE ACCURACY, COMPLETENESS, RELIABILITY, SECURITY OR CURRENCY OF THE SERVICES OR MATERIALS OR THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES. COMTRONIC DOES NOT WARRANT THE RELIABILITY OF, OR GUARANTEE OR ENDORSE ANY ADVICE,

OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED IN CONNECTION WITH THE VIRTUAL MACHINE OR THE AZURE CLOUD SERVICE AND COMTRONIC IS NOT RESPONSIBLE IN ANY WAY FOR ANY TRANSACTION BETWEEN YOU AND MICROSOFT OR ANY OTHER THIRD-PARTY. YOU ACKNOWLEDGE AND AGREE THAT THIS SECTION I.E IS REASONABLE AND AN ESSENTIAL ELEMENT OF THIS POLICY AND THAT IN ITS ABSENCE, THE ECONOMIC TERMS OF THE LICENSE AGREEMENT OR THIS POLICY WOULD BE SUBSTANTIALLY DIFFERENT.

F.   Limitation of Liability.

All Services provided under this Policy are subject to the limitations of liability set forth in the License Agreement, which provisions are incorporated herein by reference. In addition and as a further limitation, except for your indemnification obligations under Section I.D., with respect to the provision of the Services, a Party will not be liable for the other Party's loss of use, loss of profits, consequential, incidental, punitive or exemplary damages, regardless of the legal theory advanced for such damages, even if the first Party has been advised or is aware of the possibility of such damages. Except for your indemnification obligations under Section I.D., the maximum liability of the Parties in any dispute relating to the provision of the Services and this Policy is limited to, and in no event shall exceed, the fees actually paid to Comtronic by Licensee during the ninety (90) day period immediately preceding the claim.

G.   Force Majeure.

Except for the payment of any fees due and payable under this Policy, neither Party's delay in the performance of any duties or obligations under this Policy will be considered a breach of this Policy if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, terrorist act, governmental act or order, act of God, failures in electric power or telecommunications services, or any other event beyond the control of the Party.

H.   Further Assurances.

Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as may reasonably be requested for the purpose of carrying out or evidencing any of the actions contemplated by this Policy.

I.   Severability.

If for any reason a court of competent jurisdiction finds any provision of this Policy to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Policy, and the remainder of this Policy shall continue in full force and effect. No waiver by either Party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.