

Debtmaster[®] Private Cloud Support Services Terms and Conditions

Comtronic Systems LLC (“Comtronic”, “us”, “our” or “we”) offers certain 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 Private Cloud service.

These Debtmaster Private Cloud 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

“Cloud Provider” has the meaning assigned to it in the License Agreement.

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

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

“Private Cloud” means the private cloud server or services provided by a Cloud Provider, used by you to access and use the Debtmaster Software.

II. GENERAL TERMS AND CONDITIONS

A. Services Generally.

1. Provision.

Comtronic agrees to provide or facilitate the provision of the Support Services, as described in Section II.B hereof (the “Services”), to enable Licensee’s access and use of the Debtmaster Software. The Parties understand and agree that Licensee will be responsible for entering into an agreement directly with the Cloud Provider for licensing and payment of fees relating to the Private Cloud. 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) is current with all payments due to Comtronic and (ii) 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. Access to Debtmaster Software; Data Backup.

You are solely responsible for maintaining your Private 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 Microsoft Remote Desktop Client (“RDC”) access license for each authorized user of Debtmaster, and, (b) use network-level authentication on all workstation-clients connecting to your Private Cloud 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. Comtronic may, at our option and sole discretion, periodically backup your data from the Debtmaster Software as well, and you hereby acknowledge and consent to such collection and storage of your data by Comtronic.

4. Restricted vs. Non-Restricted Deployment.

You acknowledge and agree that your use of the Private Cloud to access and use Debtmaster deems you as a Non-Restricted Deployment (each as defined below). You acknowledge and agree that should you use Microsoft’s Azure Cloud to host your access and use of Debtmaster, you will have the option of accessing and using Debtmaster as either a Non-Restricted Deployment or Restricted Deployment (as defined below).

“Restricted Deployment” is supported to the highest level by Comtronic, meaning that Comtronic will provide the support services in accordance with Debtmaster® Cloud Support Services Terms and Conditions posted on COMTRONIC’s website at www.comtronic.com/license.

“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. 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 Private Cloud and be fully responsible for the performance and results of, and extra support required by, its Private 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. 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. Licensee further acknowledges and understands that Services may be limited due to Comtronic’s inability to remotely access your Private Cloud.

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. Support Services.

1. Provision.

Requests for Services may be submitted by telephone, email, support portal or mail to Comtronic during the hours set forth in Section II.B.2. 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 II.E and II.F.

2. Availability of the Services.

This Section II.B.2 is subject to the terms of Section II.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:

- ◆ Configuration and loading of Debtmaster Software, remotely on your virtual server;
- ◆ Load Licensee's Debtmaster-formatted data on your virtual server;
- ◆ Access to Comtronic on-line library of training videos, as and when available;
- ◆ Help to rebuild 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 II.B.3, including, but not limited to:

- ◆ 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

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 Private Cloud);
- ◆ 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 its Private Cloud;
- ◆ Allow for at least weekly installation of Windows server operating system updates and server 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 your Cloud Provider.

You understand and agree that your Cloud Provider is not a party to this Policy or the License Agreement and that you may be subject to a separate agreement with your Cloud Provider in addition to this Policy. You are responsible for managing your Cloud Provider account at all times. You are directly responsible for any and all fees due to your Cloud Provider and any disputes involving your Cloud Provider’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 Private 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 YOUR PRIVATE CLOUD, OR AS TO ANY THIRD-PARTY MATERIALS, PRODUCTS, SERVICES OR INFORMATION INCLUDING, BUT NOT LIMITED TO, INFORMATION PROVIDED ON OR THROUGH YOUR PRIVATE CLOUD. COMTRONIC MAKES NO REPRESENTATIONS REGARDING UPTIME, USE OR DATA SECURITY OF YOUR PRIVATE 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 YOUR PRIVATE CLOUD AND COMTRONIC IS NOT RESPONSIBLE IN ANY WAY FOR ANY TRANSACTION BETWEEN YOU AND YOUR CLOUD PROVIDER OR ANY OTHER THIRD-PARTY. YOU ACKNOWLEDGE AND AGREE THAT THIS SECTION II.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 II.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 II.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.