

General Terms and Conditions

Definition of APPLICATIONS

For the purpose of this Agreement, the term “APPLICATIONS” shall mean all computer software in machine-readable form, and the term “PROGRAM MATERIALS” shall mean all media on which it resides, and all user documentation provided by Breckenridge Software Technologies, Inc. and their product line (“Strinos ERP”). Breckenridge Software Technologies, Inc. is the licensed developer of “Strinos ERP”, and where the product line of “Strinos ERP” is placed or used, this term shall represent the legal ownership to Breckenridge Software Technologies, Inc.

Definition of LICENSEE

Breckenridge Software Technologies, Inc. hereby grants to Licensee, referred to as “CUSTOMER”, and to any Included Affiliate a nonexclusive license to use the APPLICATIONS and the accompanying APPLICATION MATERIALS only as authorized in this License Agreement. The APPLICATIONS may be used by Licensee in a single on-premise server network or on Breckenridge Software Technologies, Inc.’s Web Services run utilizing the ©Microsoft Azure platform. Licensee will not assign, sublicense, transfer, pledge, lease, rent, or share its rights under this License Agreement under any circumstances. Licensee may not reverse assemble, reverse compile, reverse engineer, or otherwise translate the APPLICATIONS. Any such copies of the Application or the Application Media, Written Documentation, or Video Tutorials shall include Licensor's copyright and other proprietary notices. Except as authorized under this paragraph, no copies of the Application or any portions thereof may be made by Licensee or any person under Licensee’s authority or control or by Included Affiliate or any person under Included Affiliate’s authority or control.

1. Payment and Returns

1.1 Payment is due upon submission of the order and, unless otherwise indicated on the Order Form, must be made before products or services will be provided.

1.2 Customer shall be liable for payment of all taxes, however designated, levied or based on Customer's purchase, license, possession or use of the equipment, services, software or on this Agreement, including without limitation, state or local sales, use, value-added and personal property tax, but excluding any tax on the net income of Breckenridge Software Technologies, Inc.

1.3 Software & Applications- Customer shall have seven (7) days from the date of purchase to return the software, for any reason, for a refund of the fees paid by Customer (if any) using the following procedure only: (a) Customer must send to Breckenridge Software, Technologies, Inc. via email, a request for a return of the software with the provided Customer Account ID number in the subject line of the email. The email must be sent to info@BreckenridgeSoftware.com and must be received within seven (7) days of the purchase date. (b) Customer must destroy and uninstall all versions of the software otherwise in the possession of Customer, and (c) an email request not received within the required seven (7) day period, or without an Account ID in the subject of the email is not eligible for a refund. All purchases of services provided by Breckenridge Software, Technologies, Inc are non-refundable after the service has been provided. These services include but are not limited to: on-site training, in-house training, remote training, web-services billings, and custom services of any type.

1.4 For on-site training provided by Breckenridge Software, Technologies, Inc. personnel, all normal and reasonable travel expenses will be added-to the base cost of the on-site training. These expenses include airfare, lodging, and rental car expenses. Food and other incidental travel expenses incurred by Breckenridge Software, Technologies, Inc personnel are added-to the training fees unless otherwise specified in the Order Invoice Total. Should Customer elect to cancel or alter the travel arrangements for on-site

training once travel arrangements have been purchased by Breckenridge Software, Technologies, Inc, Customer will pay Breckenridge Software, Technologies, Inc a \$1000.00 cancellation fee plus reimbursement for all non-refundable travel expenses. Should Customer elect to cancel or alter the scheduled date of the on-site training prior to travel arrangements being purchased by Breckenridge Software, Technologies, Inc, Customer will pay Breckenridge Software, Technologies, Inc \$500.00 to cover any costs associated with cancelling or altering the scheduled date of training.

1.5 For custom reports provided by Breckenridge Software, Technologies, Inc personnel, all work must be completely laid out, agreed upon, and paid in full before any work begins. Breckenridge Software, Technologies, Inc. will work to the best of its ability to create the desired deliverable and cannot be held liable for constraints (internal or external) preventing the desired deliverable. Custom reports will be supported by Breckenridge Software, Technologies, Inc. for one year after delivery or until cessation or interruption of this Agreement if earlier. After one year, all changes will be handled as new requests. Breckenridge Software, Technologies, Inc. owns the rights to the deliverable, and can redistribute it at their discretion. Customers cannot redistribute the deliverable.

1.6 Customer agrees to pay for all services provided by Breckenridge Software, Technologies, Inc. to Customer not explicitly defined in the order form within 10 days of invoicing. In the event Customer does not meet its obligations under this paragraph, Breckenridge Software, Technologies, Inc. at its sole discretion may choose to apply part or all of future payments from Customer to past due amounts, including payments intended by Customer to pay for Licensing or Web services. Also, Breckenridge Software, Technologies, Inc. at its sole discretion and without notice may place Customer on a prepaid basis, with future services to be performed only after receipt of payments. Late payment is subject to interest at the lower of 1.5% per month or the maximum permitted by law from the date due until paid in full. Customer agrees to reimburse Breckenridge Software Technologies, Inc. for any costs or expenses incurred in connection with collecting payment from Customer, including reasonable attorneys' fees.

2. Service Terms

2.1 Breckenridge Software, Technologies, Inc. will perform its services in a workman-like manner. Breckenridge Software, Technologies, Inc. does not guarantee any specific service result or time for performance, unless specified otherwise in the Order Form.

3. Web Services & Application Use

3.1 Breckenridge Software, Technologies, Inc. web-hosting services are intended to meet the typical needs of small and medium sized businesses. Breckenridge Software, Technologies, Inc. will make commercially reasonable efforts to provide additional resources to customers in need who are using the applications(s) consistent with this Agreement, including moving customers to updated applications & features supporting up-to-date technology. However, in order to ensure a consistent and quality experience for all customers, Breckenridge Software, Technologies, Inc. may place safeguards to protect against any customer using excessive resources and/or web-services resources until Breckenridge Software, Technologies, Inc. can evaluate said customer's needs and adjust pricing/services, if necessary.

3.2 Breckenridge Software Technologies, Inc. is a preferred partner with the ©Microsoft Corporation. Web Services applications and services provided by Breckenridge Software Technologies, Inc. are ran utilizing the ©Microsoft Azure platform. Breckenridge Software Technologies, Inc. shall not be held liable for any and all data loss or storage.

3.3 Customer must send to Breckenridge Software, Technologies, Inc. via email, a request for cancellation of Web-Services. The email must be sent to info@BreckenridgeSoftware.com and must be received thirty (30) days prior to the scheduled payment.

4. Limitations on Liability

4.1 Licensee and Licensee alone is responsible for determining whether Software meets Licensee's operational and data reporting needs. Because Licensee may evaluate the Software in 30-day subscription periods and may thereafter return the Software in compliance with Breckenridge Software Technologies, Inc. limited return policy, the Software is licensed "as is" without warranty as to its performance. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WITH RESPECT TO THE SOFTWARE OR TO CUSTOM DEVELOPED APPLICATIONS, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. FURTHER, BRECKENRIDGE SOFTWARE TECHNOLOGIES, INC, ITS OFFICERS, ADVISERS, CONTRACTORS, MEMBERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND OWNERS DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BRECKENRIDGE SOFTWARE TECHNOLOGIES, INC. SHALL CREATE ANY WARRANTY OR IN ANY WAY EXPAND THE LIMITED WARRANTY PROVIDED UNDER THIS SECTION 4.1.

4.2 IN NO EVENT WILL BRECKENRIDGE SOFTWARE TECHNOLOGIES, INC, ITS OFFICERS, ADVISERS, CONTRACTORS, MEMBERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND OWNERS BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, EXPENSES AND/OR COSTS (INCLUDING REASONABLE ATTORNEY FEES), LOSS OF USE OR DOWNTIME, BUSINESS INTERRUPTION, INABILITIES TO REFERENCE DATA, INABILITIES TO GENERATE DOCUMENTS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF BRECKENRIDGE SOFTWARE TECHNOLOGIES, INC. HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. Breckenridge Software, Technologies, Inc. and Customer agree that the limitations specified above and otherwise in this agreement will survive and apply even if any limited remedy provided in this agreement is found to have failed of its essential purpose.

4.3 BRECKENRIDGE SOFTWARE TECHNOLOGIES, INC, ITS OFFICERS, ADVISERS, CONTRACTORS, MEMBERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND OWNERS shall not be liable for any loss, penalty, damages or be held for breach or failure to perform any aspect of this Agreement when the failure to perform is due in whole or in part to causes outside of Breckenridge Software Technologies, Inc.'s reasonable control, including, but not limited to, acts of nature, acts or omissions of Customer, judicial action, acts of civil or military authority, war, terrorist activity, sabotage, civil unrest, shortages of energy, raw materials, labor, or equipment, delays in transportation, or acts of God.

4.4 BRECKENRIDGE SOFTWARE TECHNOLOGIES, INC, ITS OFFICERS, ADVISERS, CONTRACTORS, MEMBERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND OWNERS entire liability and Customer's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether liability in contract or in tort, arising under or related to this agreement, shall not exceed 25% of the amounts paid by Customer specified in the Order Form during the licensing period including the date Customer makes a claim.

4.5 All products and services provided to Customers by third party providers will be supported by the third party provider of said products and/or services unless otherwise specifically agreed to in writing by an authorized representative of Breckenridge Software, Technologies, Inc.. Breckenridge Software, Technologies, Inc. is not responsible for the quality and/or speed of support, or lack thereof, provided by third parties. Breckenridge Software, Technologies, Inc. will assist with troubleshooting if specifically requested by Customer, during which, all scheduled support rates will apply. Breckenridge Software, Technologies, Inc. reserves the right to cease conducting business with any third-party provider of products and/or services at any time without notice of any kind.

4.6 Entering information into Breckenridge Software, Technologies, Inc. applications in

any way not authorized in writing by Breckenridge Software, Technologies, Inc. will void Customers contract and result in a breach of the License Agreement. This includes direct connection to back-end data without an explicit source-code or enterprise license agreements in place.

5. Miscellaneous Terms

5.1 Clerical errors or omissions on the Order Form are subject to correction by Breckenridge Software, Technologies, Inc. For all other purposes of this agreement, purchase date controls the return period for all Customers.

5.2 This Agreement, including the Order Form, these general terms and conditions, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous oral or written representations or communications between the parties. This Agreement may not be modified or amended, nor any provision waived, except in writing executed by the appropriate designated officers or other authorized representative of the parties hereto. Any variation in the terms and conditions contained in this agreement (including, but not limited to, the inclusion of Customer's own terms and conditions in any purchase order or other document issued by Customer in response to and/or referencing this Agreement) shall not be deemed to be a part of this Agreement and shall not be binding upon Breckenridge Software, Technologies, Inc. unless set forth in writing and executed by the appropriate designated officer of Breckenridge Software, Technologies, Inc. Subject to the limitations expressed herein, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives, and assigns. This Agreement may be assigned by Breckenridge Software, Technologies, Inc. without restriction.

5.3 This Agreement may be executed in two counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument. A facsimile or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto

by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

5.4 If a part of this Agreement is held unenforceable or invalid or prohibited under law, it shall be struck from this Agreement and shall not affect the enforceability of the other parts of this Agreement.

5.5 This Agreement shall be construed as entered into and fully performed within the State of Delaware and shall be enforced in accordance with the laws of the State of Delaware which are applicable to the construction and enforcement of contracts between parties in Delaware. ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN THE COUNTY OF NEW CASTLE, STATE OF DELAWARE AND BOTH PARTIES HEREBY CONSENT TO THE JURISDICTION AND VENUE OF SUCH COURTS FOR THAT PURPOSE.

5.6 In the event either party commences a legal proceeding in accordance with the provisions included in paragraph 5.5 to enforce this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party, to be fixed by the court in the same action. In the event Customer or any representative of Customer brings any action or proceeding against Breckenridge Software, Technologies, Inc. in any jurisdiction other than those permitted within paragraph 5.5, then Customer agrees to pay all legal, travel, and related costs and fees for both parties, and Customer agrees to indemnify, protect, and hold harmless Breckenridge Software, Technologies, Inc. from any and all judgements, awards, mandates, or similar from such action.

5.7 Breckenridge Software, Technologies, Inc. reserves the right to suspend the web services and/or Application log-in permissions for any user found to be accessing and/or

using these resources in other than an authorized manner. Customer`s designated system administrator shall be notified by email at least 24 hours (to include at least one business day) in advance of such suspensions. Directly accessing Application tables (including via linked tables or ODBC connections) without authorization and closing MS-Access prior to logging out of an open Application are examples of behavior subject to suspension.

[End of General Terms and Conditions]