

Versa Cloud ERP, Inc. Master Service Agreement (MSA) June 18th 2019

This Agreement was last updated on June 18th, 2019. It is effective between You and Us as of the date of You accepting this Agreement.

THIS MASTER SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR A FREE EVALUATION FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE EVALUATION.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX ON A WEB PAGE INDICATING YOUR ACCEPTANCE, AND/OR BY SIGNING AND EXECUTING AN ORDER FORM AND/OR EVALUATION AGREEMENT THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are and employee of Our direct competitor or a partner or consultant to Our Direct Competitor, except with Our prior written consent. You may not provide access to the Services, including viewing the operation of Services to an employee of Our direct competitor or a partner or consultant to Our Direct Competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

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1. Definitions

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Add-Ons Directory" means the online directory of applications that interoperate with the Services and/or Purchased Services, located at <http://www.versaccounts.com/features/Add-ons.html> or at any successor websites.

"Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Free Evaluation Agreement" means the documents and/or web pages that governs your access to Services for the purpose of a free evaluation of Services and are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements thereto. By entering into an Evaluation Agreement hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Evaluation Agreements shall be deemed incorporated herein by reference. "Free Evaluation Period" is the term of the Evaluation Agreement during which you will have access to Services.

"Functional Specification" means the online description for the Services, accessible at <http://www.versaccounts.com/features/features-overview.html>, as updated from time to time. You acknowledge that You have had the opportunity to review the Functional Specification during the free evaluation described in Section 2 below.

"Initial Subscription Term" means initial term of this agreement as enumerated in the Order Form. "Renewal Term" means subsequent terms of this agreement as defined in 12.2 "Subscription Term" means Initial Subscription Term or subsequent Renewal Terms. "Start Date" means the first full day (Pacific Time) of the Subscription Term. "End Date" means the last full day (Pacific) of a Subscription Term.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Non-Versa Cloud ERP, Inc. Applications" means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the Services, including but not limited to those listed on the Add-Ons Directory.

By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

"Privacy Policy" means the Privacy Policy at <http://www.versaccounts.com/about-us/privacy-policy.html>, that governs your access to Services, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements thereto. Privacy Policy shall be deemed incorporated herein by reference.

"Purchased Services" means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free evaluation.

"Services" means the products and services as described in the Functional Specification (or in the Order Form and/or in the Evaluation Agreement and/or in other web pages or documents provided by us) that are ordered by You under an Order Form and/or Evaluation Agreement and made available by Us via the

customer login link at <http://www.Versaccounts.com> and/or other web pages designated by Us, including associated offline components such as customer support, consulting, custom software enhancement as well as other services. "Services" exclude Non-Versa Cloud ERP, Inc. Applications.

"Terms of Use" means the Terms of Use Agreement at <http://www.versaccounts.com/about-us/terms-of-use.html> , that governs your access to Services, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements thereto. Terms of Use shall be deemed incorporated herein by reference.

"Users" means individuals who are authorized by You to use the Services, who have been supplied user identifications and passwords by You (or by Us at Your request).

Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

"We," "Us" or "Our" means the Versa Cloud ERP, Inc. company described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

2. Free Evaluation

If You register for a free evaluation using our Free Evaluation Agreement and/or our Evaluation Registration Web Page, We will make one or more Services available to You on an evaluation basis free of charge until the earlier of (a) the end of the Free Evaluation Period for which you registered or are registering to use the applicable Service or (b) the start date of any Purchased Services ordered by You.

Additional evaluation terms and conditions may appear on the Evaluation Agreement and/or Evaluation Registration Web Page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE EVALUATION WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE THE SAME SERVICES AS THOSE COVERED BY THE EVALUATION, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE FREE EVALUATION PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE EVALUATION TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE EVALUATION (E.G., FROM MULTIPLE BUSINESS ENTITIES TO A SINGLE BUSINESS ENTITY); THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE EVALUATION, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE FREE EVALUATION PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING SECTION 9 (WARRANTIES AND DISCLAIMERS), DURING THE FREE EVALUATION THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

Please review the Functional Specification during the Free Evaluation Period so that You become familiar with the features and functions of the Services before You make Your purchase.

If You are located in the United States, then during any Free Evaluation Period We may disclose anonymous data about Your use of the Services ("Usage Statistics") to our service providers for the

purpose of helping us improve our users' experience with the Services, or as required by law. Any such disclosures of Usage Statistics to our service providers will not include Your identity.

3. Purchased Services

3.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a Subscription Term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

4. Use of Services

4.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall strive to give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

4.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 8.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

4.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the Functional Specification and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4.3. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface, and, for Services that enable You to provide public websites, on the number of page views by visitors to those websites.

Any such limitations are specified within the Functional Specifications, Order Forms, Terms of Use and/or other information that will be made available to your from time to time. The Services will provide required information to enable You to monitor Your compliance with such limitations.

5. Non-Versa Cloud ERP, Inc. Providers

5.1. Acquisition of Non-Versa Cloud ERP, Inc. Products and Services. We or third parties may from time to time make available to You (e.g., through the Add-Ons Directory) third-party products or services,

including but not limited to Non-Versa Cloud ERP, Inc. Applications and implementation, customization and other consulting services. Any acquisition by You of such non-Versa Cloud ERP, Inc. products or services, and any exchange of data between You and any non-Versa Cloud ERP, Inc. provider, is solely between You and the applicable non-Versa Cloud ERP, Inc. provider. We do not warrant or support non-Versa Cloud ERP, Inc. products or services, whether or not they are designated by Us as “certified” or otherwise, except as specified in an Order Form. Subject to Section 5.3 (Integration with Non-Versa Cloud ERP, Inc. Services), no purchase of non-Versa Cloud ERP, Inc. products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

5.2. Non-Versa Cloud ERP, Inc. Applications and Your Data. If You install or enable Non-Versa Cloud ERP, Inc. Applications for use with Services, You acknowledge that We may allow providers of those Non-Versa Cloud ERP, Inc. Applications to access Your Data as required for the interoperation of such Non-Versa Cloud ERP, Inc. Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-Versa Cloud ERP, Inc. Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non-Versa Cloud ERP, Inc. Applications for use with the Services.

5.3. Integration with Non-Versa Cloud ERP, Inc. Services. The Services may contain features designed to interoperate with Non-Versa Cloud ERP, Inc. Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Non-Versa Cloud ERP, Inc. Applications from their providers. If the provider of any such Non-Versa Cloud ERP, Inc. Application ceases to make the Non-Versa Cloud ERP, Inc. Application available for interoperation with the corresponding Service features on reasonable terms, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.

6. Fees and Payment for Purchased Services

6.1. Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of Purchased Services cannot be decreased during the relevant Subscription Term stated on the Order Form.

Fees for Purchased Services are based on the Payment Schedule on the Order Form including an Initial Payment due on execution of the Order Form, Other One Time Payments due on the dates specified in the Order Form, Scheduled Periodic Payments due Monthly, or Quarterly or Yearly in advance as specified in the Order Form, and Periodic Payments – Paid Monthly in Arrears Upon Invoice Receipt, as well as Periodic Payments Paid Weekly in Arrears Upon Invoice Receipt, due as specified in the Order Form.

6.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed in the Order Form for the Initial Subscription Term and any Renewal Term(s) as set forth in Section 12.2 (Term of Purchased Business Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due upon receipt of the invoice. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

6.3. Overdue Charges. If any charges are not received from You within 30 days of the invoice date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the invoice date until

the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).

6.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

We will give You at least 14 days' prior notice that Your account is overdue, in accordance with Section 13.2 (Manner of Giving Notice), before suspending services to You.

6.5. Payment Disputes. We shall not exercise Our rights under Section 6.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6.6. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

7. Proprietary Rights

7.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

7.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form or Evaluation Agreement, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

7.3. Our Applications and Program Code. If We, or a third party acting on Our behalf create applications or program code on Your behalf using Services, it is understood and agreed that such applications and program code will be developed by Us or the third party for incorporation into Services and We shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto. None of the work performed by Us on applications and program code and any supporting materials and documentation therefore shall be considered as "Works Made for Hire" (as such are defined under the U.S. and other Copyright Laws) and, as such, shall be owned by and for the benefit of Us. As a result We will have the right to use or not use the applications and program code and to use, reproduce, re-use, alter, modify, edit, or change as We see fit and for any purpose.

7.3.1 In the event that it should be determined that any of such applications or program code or supporting documentation does qualify as a "Work Made for Hire," You will and hereby do assign to Us, all right, title, and interest that You may possess in such applications and program code and the underlying

materials and documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, You will take such steps as are reasonably necessary to enable Us to record such assignment at Our cost and expense including signing, upon request, any documents needed to confirm that the applications or program code or any portion thereof is not a Work Made for Hire and to effectuate the assignment of its rights to Us.

7.4. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

7.5. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

7.6. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

8. Confidentiality

8.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However,

Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form or Evaluation Agreement to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by

law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9. Warranties and Disclaimers

9.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the Functional Specification, (iii) subject to Section 5.3 (Integration with Non-Versa Cloud ERP, Inc. Services), the functionality of the Services will not be materially decreased during a Subscription Term, and (iv) We will not transmit Malicious Code to

You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 12.3 (Termination for Cause) and Section 12.4 (Refund or Payment upon Termination) below.

9.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so

9.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.4. Non-GA Services. From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers ("Non-GA Services"). You may accept or decline any such evaluation in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, nonproduction or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

10. Mutual Indemnification

10.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your Business Subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such Business Subscriptions after the effective date of termination.

10.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

10.3. Exclusive Remedy. This Section 10 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

11. Limitation of Liability

11.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$25,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

11.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. Term and Termination

12.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all Services granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a Free Evaluation Period and do not execute an Order Form before the end of that period, this Agreement will terminate at the end of the Free Evaluation Period.

12.2. Term of Purchased Services. Purchased Services purchased by You on an Order Form commence on the Start Date specified in the applicable Order Form and continue through the End Date Term specified therein. Except as otherwise specified in the applicable Order Form, all Purchased Services shall automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant Subscription Term.

The pricing during any such Renewal Term shall be the same (or substantially equivalent for any replacement Services if Purchased Services are no longer available or are substantially changed for the Renewal Term) as that during the prior Subscription Term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective starting the beginning of the Renewal Term and thereafter. Any such pricing increase shall not exceed ten (10) percent of the price for the relevant Purchased Services as listed in the

Purchased Services Price List that was current at the beginning of the prior Subscription Term, unless the pricing in such prior Subscription Term was designated as promotional or one-time.

12.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 90 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, provided both parties make substantial good faith efforts during that 90 day notice period to resolve such breach or agree on a future mutually acceptable course of action to resolve such breach within an acceptable time frame.

12.4. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.5. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format.

After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

12.6. Surviving Provisions. Section 6 (Fees and Payment for Purchased Services), 7 (Proprietary Rights), 8 (Confidentiality), 9.3 (Disclaimer), 10 (Mutual Indemnification), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 12.5 (Return of Your Data), 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

13. Who You are Contracting with, Notices, Governing Law and Jurisdiction

13.1. General.

You are Contracting with:

Versa Cloud ERP Inc
805 SW Broadway
Suite 2440
Portland, OR 97205
USA

Notices should be addressed to:

Versa Cloud ERP Inc
805 SW Broadway
Suite 2440
Portland, OR 97205
USA

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and the federal laws of the United States of America applicable therein.

13.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile. Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Contract of Support contact designated by You in the Order Form.

13.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

13.4. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

14. General Provisions

14.1. Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any Canadian, or U.S. government denied-party list. You shall not permit Users to access or use Services in a Canadian or U.S.- embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any Canadian or U.S. export law or regulation.

14.2. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our legal department as well as your primary Support contact (Customer Advocate) at Versa Cloud ERP, Inc..

14.3. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

14.5. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

14.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.7. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 6.2 (Invoicing and Payment).

14.8. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger,

acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all Purchased Services after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.9. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, Evaluation Agreements, Terms of Use and Privacy Policy and constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.