



Support Subscription Agreement 2022 V1

This Support Subscription Agreement 2022 V1 (this “SSA”) is an agreement between the individual or business entity obtaining Support Services (defined below) and that has agreed to receive the Support Services in accordance with this SSA (“you” and “your”, as context may require), and eWorkplace Apps LLC, a California limited liability company with its principal office address located at 34 Anacapa Ln, Aliso Viejo, CA 92656 (“eWorkplace Apps”). Each of you and eWorkplace Apps is referred to in this SSA individually as a “party” and collectively as “parties”.

Please read the terms and conditions of this SSA and documents referenced herein carefully, as this SSA becomes effective upon the date specified on your executed order form. This SSA supersedes and replaces any prior proposal, representation, or understanding you may have had with eWorkplace Apps concerning or relating to Support Services.

1. Support Services. During the Initial Term and any Renewal Term of this SSA, as such Terms are defined in Section 3, eWorkplace Apps will provide to you the services set forth in this Section 1 (the “Support Services”).

1.1 General Description of Support Services. eWorkplace Apps will provide to you the Basic and/or Premier Support Services, depending on the Support Services level you subscribed to as reflected on your order form, in a professional and workmanlike manner in accordance with industry standards. Support Services, in connection with Cases (as hereinafter defined) shall include direct responses to you with respect to specific questions and issues (“Issue(s)”) related to the following described software: eWorkplace Apps Software (“Software”). Support Services do not include or replace professional or implementation services that are typically provided by eWorkplace Apps under a separate Master Services Agreement (“MSA”). The Parties agree that eWorkplace Apps shall have no obligation to provide any professional or implementation services under this SSA. Support Services are intended only for clients that are past the implementation phase, are operational and using the system in a live environment.

1.2 Cases. Each instance in which you contact eWorkplace Apps for Support Services shall be considered a “Case” and shall be assigned a unique Case number. You must have an active Support Subscription as provided for in this SSA and related order form to be eligible to register a Case with eWorkplace Apps and receive Support Services.

1.3 Issue Response. eWorkplace Apps shall use its reasonable commercial efforts to respond to Cases reported by you. The terms and conditions of eWorkplace Apps’s Service Level commitment for responding to reported Issues materially aligns with those provided by Acumatica. Details can be found on Acumatica’s website – Support and SLA Policy. Notwithstanding anything herein to the contrary, eWorkplace Apps makes no guarantee that: (i) all Issues will be resolved, (ii) that any version of the Software will be error free, or (iii) it will correct or attempt to correct all Issues. The decision whether to correct any particular Issue shall be made in eWorkplace Apps’s sole discretion. The Software is designed to work with certain third party software and in cases where eWorkplace Apps has isolated an Issue as being caused by a certain third party product, eWorkplace Apps may require that you work with the support personnel of such third party software vendor. In the resolution of certain Cases, you may be required to: (i) provide eWorkplace Apps a listing of output and other data, including databases and backup systems, that eWorkplace Apps may need in order to reproduce operating

conditions similar to those present when the Issue occurred: (ii) assist by eliminating any hardware, operating system software, and application software deficiencies or conflicts; (iii) provide any requested diagnostic information to allow eWorkplace Apps to further diagnose the Issue; and (iv) implement recommended corrective or workaround procedure(s).

1.4 Methods of Assistance. eWorkplace Apps provides two levels of customer support – Basic and Premier. The benefits of levels materially align with those provided by Acumatica. Details can be found on the Acumatica website - Customer Support Programs.

1.5 Supported Versions. eWorkplace Apps will support versions materially aligned with Acumatica’s product lifecycle policies. Details can be found on Acumatica’s website – Product Support Life Cycle.

1.6 Service Limitations. eWorkplace Apps promotes mutually respectful dialog between our employees and our clients. Repeated verbal abuse of eWorkplace Apps employees and contractors may be deemed as cause to immediately terminate this SSA and deny you any future Support Services.

1.7 Online Resources; Disclaimer. Your access to Support Services under this SSA shall also include access to eWorkplace Apps’s support knowledgebase and online documentation. EWORKPLACE APPS EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING INFORMATION IN THE EWORKPLACE APPS KNOWLEDGEBASE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1.8 Client Support Contacts. You will designate authorized support contact(s) for Support Services (the “**Support Contact**”) who are trained and knowledgeable in the use of the Software and to whom all Support Services shall be delivered. The number is determined by the level of support you subscribe to.

1.9 Remote Support - Premier Support only. In certain cases, where you have subscribed to Premier Support and eWorkplace Apps is unable to diagnose or resolve a Case reported by you, eWorkplace Apps may request access to your server or computer(s) experiencing issues in order to continue providing Support Services. In order to provide such support services, you will need to have Remote Desktop (“**RDP**”) capabilities on the systems that need to be accessed. In such cases, you authorize eWorkplace Apps to remotely access your systems and data solely for the purpose of providing Support Services with respect to the Case and you agree to backup all of your data prior to providing eWorkplace Apps access to your applicable computer(s). Remote support is not available for Basic support customers.

1.10 Developer, Testing and Non-Production eWorkplace Apps Licenses - Premier Support Only. If you have subscribed to Premier Support, then you will be granted, subject to the terms of eWorkplace Apps’s end-user license agreement, one (1) eWorkplace Apps Subscription On-Premise license for purposes of development, testing, and nonproduction use.

2. Disclaimers; Limitation of Liability.

2.1 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 1.1 AND 1.4, EWORKPLACE APPS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.2 Limitation of Liability.

2.2.1 Limitation on Consequential Damages. IN NO EVENT SHALL EWORKPLACE APPS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION), REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED

ON BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, OR WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.2.2 Limitation on Cumulative Liability. EWORKPLACE APPS'S CUMULATIVE LIABILITY TO YOU OR ANY PARTY RELATED TO YOU FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID TO ACUMATICA BY YOU UNDER THIS AGREEMENT FOR THE PAST 12 MONTHS. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS.

3. Term; Termination.

3.1 Term. The initial term of this SSA commences as provided in the order form you signed when you subscribed to the Software Products provided by eWorkplace Apps (the "**Order Form**"). Basic Support Services is included in your license subscription. Premier Support Services require additional fees. The length of the initial term of this SSA for the Support Services (the "**Initial Term**") is set forth in your eWorkplace Apps Order Form. Unless you renew this SSA for an additional term (each a "**Renewal Term**"), this SSA will expire at the end of the Initial Term or any Renewal Term. It is your responsibility to contact eWorkplace Apps regarding any potential expiration that you deem inappropriate. eWorkplace Apps is not liable for any damages or costs incurred in connection with expiration of the Support Services.

3.2 Termination. In addition to the expiration of this SSA as described in Section 3.1., this SSA may be terminated by either Party if the other Party commits a material breach or default of any obligation described in this SSA, including your failure to pay invoices issued pursuant to this SSA, which is not cured within 30 days following written notice of the breach or default.

4. Fees and Billings.

4.1 Charges for Services. The fee for the Initial Term and any Renewal Terms shall be governed by the Order Form and the amount invoiced to you by eWorkplace Apps.

4.2 Out-of-Pocket Expenses. You will also pay eWorkplace Apps all reasonable out-of-pocket expenses (including without limitation, travel expenses), if any, incurred by eWorkplace Apps in the course of providing Support Services to you. eWorkplace Apps will obtain prior approval from you for expenditures greater than \$250.

4.3 Payment. eWorkplace Apps will invoice you for fees as set forth in Section 3.1 upon the commencement of the Initial Term and each Renewal Term. All invoices are due upon receipt. You shall be responsible for all taxes (including sales taxes) imposed as a result of the Support Services, excluding only taxes based on the net income of eWorkplace Apps. Any amount not paid within thirty (30) days of the date of each invoice shall be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by you in good faith within ten (10) days of the receipt of an invoice will be deemed approved and accepted by you.

5. Additional Terms.

5.1 Governing Law. This SSA shall be governed by and interpreted in accordance with the laws of the State of California, without regard to the conflicts of law rules thereof.

5.2 Severability. If any term or provision of this SSA is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions of this SSA or the validity or enforceability of that term or provision in any other situation.

5.3 Survival. Sections 2 and 4 of this SSA shall survive the termination of this SSA, regardless of the cause for termination, and shall remain valid and binding indefinitely.

5.4 No Waiver. The failure of either Party to enforce any rights granted under this SSA or to take action against the other Party in the event of any breach of this SSA shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.