

## Produce Jet LLC - Professional Services Addendum

*Attached to and incorporated in the Terms and Conditions for the Produce Jet Proposal which includes these services.*

Produce Jet shall, for the Service Fees set forth in the applicable Produce Jet Proposal, provide professional services (“**Services**”).

In the event of conflict between a Proposal, the Terms and Conditions and this Addendum, this Addendum controls notwithstanding any contrary language.

This Agreement remains in effect until the Defined Services and any Additional Services (collectively, the “Services”) have been performed unless the parties renew this Agreement in writing. Provisions of this Agreement that by their nature should survive termination or expiration, shall survive.

### **1. Fees and Expenses.**

Customer shall pay Produce Jet LLC all of the following:

The fees for services (“Defined Services”) defined in Exhibit A (the “Statement of Work”), as further described in Proposal to Customer and subsequent Produce Jet LLC’S developed system specifications. All Services are provided on a time and materials basis and all hours listed on Produce Jet Proposals are estimates.

The fees for all Produce Jet LLC services provided under this Agreement on which are in addition to the Defined Services and agreed to by both parties in a written Engineering Change Order (“Additional Services”).

Travel expenses, including all out of pocket expenses reasonably incurred by Produce Jet LLC when providing Services to Customer away from Produce Jet LLC’S facilities, including the applicable hourly rates for the Produce Jet LLC personnel, while in transit, up to a maximum charge of eight hours per day per person.

### **2. Certain Obligations.**

Customer shall provide Produce Jet LLC with in-person, telephone and Internet access to Customer’s equipment, software, data and personnel, as reasonably requested by Produce Jet LLC to perform its Services.

### **3. Cancellation; Termination.**

Either party may cancel the Services prior to delivery by Produce Jet LLC to Customer of the design system specification pursuant to Exhibit A. Thereafter, any cancellation by Customer shall be subject to a 20% charge based on the fees for the cancelled Services. Upon any cancellation or termination, Customer shall pay Produce Jet LLC for Services performed.

### **4. Ownership; Certain Rights.**

Customer agrees that any and all code and other works and proprietary information (“Works”) created by Produce Jet LLC are and remain the sole property of Produce Jet LLC. Produce Jet LLC also may use certain Works which it has created prior to or apart from this Agreement. To the extent any such Produce Jet LLC’S Works are provided as a deliverable by Produce Jet LLC to Customer, and subject to Produce Jet LLC’S receipt of all payments from Customer, Customer shall have a limited, non-exclusive license to internally use such Works solely in connection with Customer’s use at Customer’s designated site in Exhibit A of the products provided by Produce Jet LLC for which Services were performed. Produce Jet LLC reserves all other rights in and to its Works, including without limitation all intellectual property rights therein. Use of the Works and other deliverables at any other site shall be subject to payment to Produce Jet LLC of an additional fee in the amount of 25% of the original development cost plus time and materials for any required modifications. Customer acknowledges and agrees that Produce Jet LLC has extensive expertise, experience and proprietary technology in the area of bar code software and hardware solutions, and that this Agreement shall not limit or restrict Produce Jet LLC and its employees and consultants from developing, using, marketing, licensing, distributing, selling or otherwise dealing in products and services that are similar or related to those which are being developed or provided by Produce Jet LLC to Customer.

**EXHIBIT A**  
**STATEMENT OF WORK**

The following Services are to be performed individually and/or as part of project team

**Custom Software Development including:**

- System Requirements and Design
- Software Development and Testing
- Installation and Configuration
- Admin and End-User Training as specified

The above description of the services to be provided by Produce Jet LLC is general in nature and is subject to modification and clarification by the system design specification to be developed by Produce Jet LLC pursuant to the Proposal and agreed to by Customer. Once the system design specification is approved by both parties in writing, the services described in the specification represent the entire services to be provided under this Statement of Work, and any changes or additional services must be requested by Customer in writing and approved by both parties by signing an Engineering Change Order that describes such changes or additional services, along with applicable charges for those changes or additional services.