

Produce Jet LLC - Software Support Addendum

Attached to and incorporated in the Terms and Conditions for the Produce Jet Quote which included these services

Produce Jet shall, for the Service Fees set forth in the applicable Produce Jet Quote, provide Error Correction and Telephone Support concerning Customer's installation and use at the Site of the then-current release of the Software and the Previous Sequential Release ("Services").

Customer acknowledges and agrees that the Produce Jet Software is being supplied to Customer separately from this Addendum and is subject to Produce Jet's software license agreement terms and conditions.

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

1. Scope of Support

Period of Support

Produce Jet's obligation to begin performing the Services under this Agreement, the Effective Date, begins on the delivery date for the Produce Jet software covered by this Support Addendum. Services under this agreement will cease on the renewal date unless this addendum is renewed with Produce Jet for an additional period at its then existing rates.

Hours of Support

The hours during which Produce Jet will provide the Services are 8:00 a.m. through 5:00 p.m. PST, Monday through Friday except Produce Jet holidays ("Support Hours").

Products Covered

The services described herein are applicable to the Licensed Software listed in the applicable Produce Jet Quote.

Designated Sites

The designated site(s) ("Site(s)") for this Agreement shall mean the Customer's facilities where the Software product(s) are physically located. Produce Jet will make the final determination of what constitutes the Site(s).

Contacting Customer Support

Customer Support can be contacted either by calling (559)638-1888 or emailing sales@producejet.com.

Service Level

Error Classification

- P1 – Fatal: Errors preventing any useful work from being done with wide customer impact.
- P2 – Severe Impact: Errors which prevent major functions from being performed with significant impact on critical business processes.
- P3 – Degraded Operations: Errors disabling only certain non-essential functions with little time-critical business impact.
- P4 – Minimal Impact: all other Errors

Remedy Level

- First Level: Verbal acknowledgement of an error and the proposed remedy, if available.
- Second Level: Patch or work-around, temporary fix or update, including applicable documentation.
- Final Level: Official fix, update or minor/major release, as specified, including, applicable documentation.

Response Time

Classification	First Level	Second Level	Final Level
P1	4 hour	Constant effort until relief provided	Next minor release
P2	4 hours	3 days	Next minor release
P3	6 hours	13 days	Next minor release
P4	8 hours	N/A	Mutual Agreement

2. Terms of Payment

For Services to be performed during the first year from the Effective Date, the initial Service fees and billing periods shall be specified in the applicable Produce Jet Quote. Produce Jet may, from time to time, re-designate the timing and/or duration of the billing periods with respect to certain Software products to coincide with the billing periods of other Software products, in order to simplify invoicing, and the fees for the Services will be re-allocated accordingly. Produce Jet may adjust the Service fees upon thirty (30) days prior written notice to Customer. Invoices shall be paid within thirty (30) days from invoice date. If at any time Customer is delinquent in the payment of any invoice or is otherwise in breach of this Agreement, Produce Jet may, in its discretion, withhold Services until payment in full is made or the breach is cured, as applicable. Failure by the Customer to pay the Service fees or any other charges owed Produce Jet when due shall be a default of this Agreement. Customer agrees to pay all costs incurred by Produce Jet in collecting overdue accounts, including without limitation reasonable attorneys' fees and court costs. After the first one-year period, Produce Jet will issue Customer, prior to expiration of the then-current term, an invoice for the renewal fees for Services during the forthcoming renewal term. If Customer allows their Software Support to lapse at any time, in order to reinstate or renew Services (if allowed by Produce Jet), Customer must first pay Produce Jet the annual Renewal Fees for the lapsed period of time as well as applicable reinstatement fees imposed by Produce Jet.

3. Conditions of Support

The Services shall be provided only to Customer's Technical Support Contact during the "Support Hours. Customer shall allow Produce Jet remote access to the Produce Jet Software as necessary for Produce Jet to provide the Services. When requesting Services from Produce Jet, Customer should have the following information available to provide in writing to Produce Jet if requested:

- detailed Error description, including Product/Program Name and Service Part Number, of the affected Software, and a detailed description of the troubleshooting that has already been done to try to resolve the Error;
- detailed system log files;
- configuration and login details to allow the Produce Jet technical support engineer to have remote access to the Software at the Site, and permissions needed in order for Produce Jet to conduct such remote access; and
- a detailed description of any changes to the environment.

Customer acknowledges and agrees that failure to have any or all information or access available as needed by Produce Jet in order to provide the Services may result in delays in Produce Jet's response and/or may hinder Produce Jet's ability to perform the Services, and Produce Jet will not be responsible for any such delays and inability. Further, any response, resolution or other time commitments agreed to by Produce Jet in this Agreement shall be suspended, pending Produce Jet's receipt of all such information and/or access.

Produce Jet shall exercise commercially reasonable efforts to correct Errors reported by Customer in accordance with the Severity Level reasonably assigned to such Error by Produce Jet. Produce Jet shall use commercially efforts to commence necessary Error Corrections within the Response Time indicated in Attachment A within the Support Hours or, if not, on the next business day.

Produce Jet may, in its sole and absolute discretion, issue Product Releases and Updates to Customer only if, and when, such Product Releases and Updates are being made available generally to Produce Jet's licensees of the applicable Software. Produce Jet makes no representations regarding any timing or frequency of any such Product Releases or Updates.

If Produce Jet believes that a problem reported by Customer may not be due to an Error in the Software, Produce Jet will so notify Customer. At that time, Customer may (i) instruct Produce Jet to proceed with problem determination at its possible expense as set forth below or (ii) instruct Produce Jet that Customer does not wish the problem pursued at its possible expense. If Customer requests that Produce Jet proceed with problem determination at its possible expense and Produce Jet determines that the error was not due to an Error in the Software, Customer shall pay Produce Jet, at Produce Jet's then-current and standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred by Produce Jet. If Customer instructs Produce Jet that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of Customer's instructions, Produce Jet may, at its sole discretion, elect not to investigate the error, without liability of any kind.

Produce Jet may suspend or cancel Services if Customer fails to make payment or otherwise breaches this Agreement, and such breach is not remedied as provided in Section 8(a) below.

4. Exclusions from Services

Produce Jet shall have no obligation to support:

- any Software for which Customer has not paid Produce Jet for the Services Fees;
- altered or modified Software, where such alterations or modifications were not authorized in writing or made by Produce Jet;
- any portion of the Software incorporated or configured with or into other software, where such incorporation or configuration was not authorized in writing or made by Produce Jet;
- Software that is not the then current release or immediately Previous Sequential Release;
- Software problems or damage caused by Customer's negligence, abuse or misapplication, use or operation of Software other than as specified in the applicable Documentation, relocation of the Software from the Site, or other causes beyond the control of Produce Jet (including incompatible operating environments and systems);
- Software installed on any computer hardware that is not supported by Produce Jet; or
- third party products even if supplied by Produce Jet, unless expressly agreed in writing by Produce Jet's Vice President of Engineering Services (or such person's authorized designee).

Produce Jet has no obligation to provide the Services at the Site. The Services contemplated by this Agreement are to be performed by Produce Jet at Produce Jet's location only; provided, however, if any on-Site services are required, such Services shall be provided at Produce Jet's then-current time and materials rate and at Customer's expense.

Produce Jet shall have no liability for any changes in Customer's hardware which may be necessary to use Software due to an Error Correction, Patch, Product Release or Update.

Any servicing, repairs or other support that may be provided by Produce Jet, at its discretion, to any Software(s) that are ineligible or excluded from the Services as detailed in this Section 3 shall be subject to Customer's payment of additional fees at Produce Jet's then-current time-and-materials rate.

Produce Jet has no obligation to support or maintain any hardware or other equipment under this Agreement. This Agreement is made between the parties strictly for the Services as specifically defined hereunder. The parties agree that this Addendum excludes any engineering, consulting or hardware services or any other services not defined as part of the Services under this Addendum ("Other Services"). All matters pertaining to such Other Services shall be subject to and governed by a separate written agreement between the parties, and the terms and conditions under such agreement, including Customer's payment to Produce Jet of any applicable fees for such Other Services.

5. Additional definitions

"Documentation" means Produce Jet's Systems Requirements Documents, Users Guides, Administrators Documents, GAP Analysis, or other specification documents.

"Error" means an error in Software which significantly degrades the Software as compared to the Produce Jet's applicable Documentation.

"Error Correction" means the use of reasonable commercial efforts to correct Errors.

"Patch" means a code change made to fix some functionality in the Software so that it performs in accordance with the applicable Documentation.

"Previous Sequential Release" means the release of Software which has been replaced by a subsequent release of the same Software. Notwithstanding anything else, a Previous Sequential Release will be supported by Produce Jet only for a period of twelve (12) months after release of the subsequent release.

"Product Release" means a general functionality upgrade and update that is made available to all licensed users of the Software product.

"Technical Support Contact" means the person designated by Produce Jet as responsible for communications between Produce Jet and Customer regarding Support Services hereunder.

"Telephone Support" means technical support telephone assistance provided by Produce Jet to the Technical Support Contact during normal business hours concerning the installation and use of the then current release of Software and the Previous Sequential Release.

"Update" means a code change that fixes or changes functionality between Product Releases.