Terms and Conditions:

Licensing, Services and Deployment
Seat Licenses can be purchased for the use of a specific version of the software and when purchased will be permanent, with no other costs, other than an optional Annual Maintenance and Support Agreement. Seat Licenses can be also granted per month as a service (Software as a Service or SaaS).
A Seat License is required for each computer that will have the software installed, or for each simultaneous user in a locally or remotely accessible server.
The total number of users that will utilize the licensed software does not affect the number of Seat Licenses required.
The number of associated or subsidiary companies for which the software will be used does not affect the number of Seat Licenses required.
Seat Licenses are not required for servers that store the software databases but where the software is not installed for local or remote access.
Servers that are accessed, locally or remotely, by users to run the licensed software, are required to have as many Seat Licenses as the maximum number of concurrent users of the Software that can be logged in simultaneously, at any given time, into the server.
The purchase price of the Seat Licenses includes all required Deployment Support Services. Such Deployment Support Services include, but are not limited to:

- Data-conversion whenever feasible and practical
- Hands-on training
- Optimal configuration of the Software Suite
- Review of methodology to be applied when using the Software Suite
- Designing the best startup strategies
- Consulting regarding technical aspects of the installation of the software
- Phone and remote access support during deployment time

The Deployment Support Services, to be provided during the Deployment Period, are detailed in the Implementation Plan included in this Agreement. Aboard Software will undertake to successfully achieve the goals specified by the customer at the time of preparation of this agreement, and on which said agreement is based.
The Customer must agree to start the Implementation Plan detailed in this agreement within 30 calendar days of the acceptance of this agreement. If data files are to be converted, the customer will provide those data files within 30 calendar days of the acceptance of this agreement. The Customer will provide continuously open and continuously available Remote Desktop access to the server containing the databases, and to any Application Servers, within 15 calendar days of the acceptance of this agreement. Software deployment will be started when the customer has provided continuously open and continuously available Remote Desktop access to the server containing the databases, and to any Application Servers. Continuously open and continuously available Remote Desktop access to all servers must be provided through the use of a server account with full administrator rights.
Upon the effective date of this agreement the Customer must name a person as "Site Manager and Contact Person", who will be responsible for the Project Management and Coordination on the side of the customer. The customer must also make available the necessary time of all its employees involved or affected by the Implementation Plan, in order for the entire project to be successful.
Aboard Software will designate a Project Manager to be responsible for all technical aspects, as well as for the Project Management and Coordination on the side of Aboard Software.
The customer will pay Aboard Software promptly and according to the payment schedule included in this agreement. All funds must be irrevocably credited in Aboard Software's bank account before the end of the day of each of the due dates.

Suspension of the Customer
Upon failure by the customer to comply with any of the terms or conditions of this agreement, including, but not limited to, the stated payment terms, Aboard software will be entitled to immediately declare the customer as suspended from this agreement. In that case, Aboard Software will be entitled, at its sole and absolute discretion, to immediately discontinue the delivery of all services and suspend all software licenses already granted by this

agreement until the customer meets the conditions stated below to raise the suspension and thus continue to receive the services and licenses that were discontinued due to the suspension.

In the case where Aboard Software declares the customer as suspended from this agreement and later agrees, at its sole and absolute discretion, to reverse such a declaration, Aboard Software may bill the customer at its current list prices for any reinstatement fees and for all the expenses incurred by Aboard Software related to the customer suspension or related to any attempts to collect the amounts due by the customer or related to the customer in any other way, including, but not limited to, license reinstatement expenses, legal expenses, legal fees, collection fees, collection expenses, work performed and services performed, and those bills will be due immediately.

The obligations of Aboard Software to provide services and licenses as specified in this agreement will be considered as having been normally provided to the customer during the period during which the customer was suspended. Aboard Software will be considered as having complied with any and all of its requirements and obligations required by this agreement during the period of suspension.

Declaring the Customer in Default
Upon failure by the customer to pay Aboard Software promptly and according to the payment schedule included in this agreement Aboard software shall be entitled to declare the customer in default of this agreement. In that case, all future but as yet unpaid payments will be accelerated, without notice to the customer, and Aboard Software shall be entitled to immediately collect all the accelerated amounts, retain all amounts already collected, discontinue the delivery of all services and to suspend all the software licenses already granted by this agreement. Upon failure by the customer to comply with any non-payment related terms or conditions of this agreement, including, but not limited to, the stated payment terms, Aboard software will be entitled to declare the customer in default of this agreement. In that case, all future but as yet unpaid payments will be accelerated, and Aboard Software will be entitled to immediately collect all the accelerated amounts, retain all amounts already collected, discontinue the delivery of all services and to suspend all the software licenses already granted by this agreement. In case Aboard Software declares the customer in default of this agreement, Aboard Software shall be entitled to bill and collect from the customer all expenses incurred related to declaring the customer in default or related to any attempts to collect the amounts due by the customer or related to the customer in any other way, including, but not limited to, legal expenses, legal fees, collection fees, collection expenses, work performed and services performed, and those bills will be due immediately.

Verification of Compliance with the Aboard Software Licensing Policies
Aboard Software is entitled to collect information from the software and/or its databases in order to guarantee that the licenses are being used according to the terms of this agreement and with the general licensing policies of Aboard Software that are valid at the moment of the collection of the information. Failure to comply with these terms or unauthorized or unlicensed use of the software will be cause for suspension of the customer or for declaring the customer in default of the current agreement.

Other General Conditions
In the event this agreement is not duly executed by the customer any payment by the customer on a date equal or prior to the date of this agreement, to pay for any items included in this agreement, will be considered as acceptance by the customer of all the terms and conditions of this agreement.

Any payment by the customer to Aboard Software on the date of this agreement or later, for any expenses, licenses or services, even expenses, licenses or services not specifically included in this agreement, will be considered as acceptance by the customer of all the terms and conditions of this agreement unless said expenses, licenses and services are included in a later and superseding version of this agreement or are included in a separate agreement for a different project that includes said expenses, licenses and services.

This agreement supersedes any previous agreements for the same licenses and services.

Immediately after having been declared in default hereunder, the customer will reimburse Aboard Software for any legal expenses, legal fees, collection fees, collection expenses, work performed, services performed, or any other expenses incurred by Aboard Software in relation to any default by the customer to comply with any of the terms and conditions of this agreement.

No custom software development is included in the price of the Seat Licenses, unless otherwise explicitly specified in this agreement.

We will provide an estimate for any extra customizations or extra services that could be requested by the customer, after this agreement has been accepted, and not specified in this agreement. The estimate will be provided before performing the extra customizations or extra services. Written approval for any extra customizations or extra services must be obtained from the customer prior to the work being performed by the Aboard Software team of professionals.

The software is covered against defects by a limited thirty (30) day guarantee, that ends thirty (30) calendar days after the Customer begins using the software for live operations or ninety (90) calendar days after this agreement is accepted, whichever comes first, unless otherwise explicitly specified in this agreement. If during the limited guarantee period the Customer determines that the licensed software does not conform to the specifications described by Aboard Software, or that it does not comply with this agreement, the customer must notify Aboard Software within the limited guarantee period. Upon receipt of the Customer's notification, Aboard Software will be allowed a period of ninety (90) calendar days to correct the situation. If the Customer's concerns and/or the inadequacies of the software deliverable are not fully corrected during that period, the customer will be entitled to a full refund of the money paid for the software licenses, in which case all licenses issued will be immediately canceled.

On-site services are optionally available. The customer must submit a request for on-site services to Aboard Software and Aboard Software must approve the performance of the requested on-site services. If on-site services are approved by Aboard Software all travel expenses required by those on-site services will be paid by the Customer or will be refunded to Aboard Software immediately after incurred.

In the event that this agreement is amended or modified by mutual consent of the parties the minimum thirty-six months service period described elsewhere herein shall start anew.

Law of the State of Florida

In case of any disputes or legal claims related to this agreement, Aboard Software and the customer agree that the law of the State of Florida will control, any related court filings or proceedings must occur in the State of Florida, County of Alachua, and Customer waives any rights it may have to removal of any such action to the Federal Courts.

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