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## General Terms and Conditions:

Seat Licenses are granted for the use of a specific version of the software and if purchased will be permanent, with no other costs, other than an optional Annual Maintenance and Support Agreement.

A Seat License is required for each computer that will have the Software Suite installed, or for each simultaneous user in a locally or remotely accessible server.

The number of users that will utilize the Software Suite does not affect the number of Seat Licenses required.

The number of companies for which the Software Suite will be used does not affect the number of Seat Licenses required.

A license is not required for Servers that store the Software Suite databases but where the Software Suite is not installed for local or remote access.

Servers that are accessed, locally or remotely, by users to run the Software Suite, are required to have as many Seat Licenses as the maximum number of concurrent users of the Software Suite that can be logged in simultaneously, at any given time, into the server.

The 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
- Online training
- Optimal configuration of the Software Suite
- Phone and remote access support during deployment time
- Optional hands-on training
- Optional review of methodology to be applied when using the Software Suite
- Optional consulting on designing the best startup strategies
- Optional consulting regarding technical aspects of the installation of the software

The Customer must agree to start the Implementation within 30 calendar days of the purchase. If data files are to be converted, the customer will provide those data files within 30 calendar days of the purchase. If the software will not run in a server hosted by Aboard Software, 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 purchase. Continuously open and continuously available Remote Desktop access to all servers must be provided through the use of a sever account with full administrator rights.

The Customer must agree to name a person, the "Site Manager and Contact Person", that will be responsible for the Project Management and Coordination on the side of the customer. The customer must also agree to 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 the Project Management and Coordination on the side of Aboard Software.

The customer will pay Aboard Software promptly and according to the conditions of the purchase. All funds must be credited in Aboard Software's account before the end of the day of each of the due dates.

Failure by the customer to pay Aboard Software promptly and according to the conditions of the purchase will void all terms, conditions and guarantees of the purchase and will render the purchase void and null. In that case, all pending payments will be accelerated and Aboard Software will be entitled to retain all amounts paid, to discontinue delivery of all software and services and to discontinue software licenses already delivered.

Failure by the customer to comply with any of the terms or conditions of the purchase, including, but not limited to, the stated payment terms and the stated hardware and software requirements, will void all terms, conditions and guarantees of the purchase and will render the purchase void and null. In that case, Aboard Software will be entitled to retain all amounts paid, to collect immediately any accelerated amounts due according to the purchase and any amounts due for any extra services, work or services already performed or licenses provided, and to discontinue delivery of all software and services and to discontinue software licenses already delivered. In that case, Aboard Software will bill the customer at its current list prices for any services, licenses and/or work performed up to the moment of the failure, and for all expenses incurred related to the customer, 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 upon notified to the customer.

Any payment by the customer to Aboard Software, on the date of the purchase or later, for any licenses or services, even licenses or services not specifically included in the purchase, will be considered as acceptance by the customer of all the General Terms and Conditions stated in this page. Any payment by the customer on a date equal or prior to the date of the purchase, to pay specifically for any items included in the purchase, will be considered as acceptance by the customer of all the General Terms and Conditions stated in this page.

Immediately after having been communicated, 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 the purchase and of the General Terms and Conditions stated in this page.

No custom software development is included in the price of the Seat Licenses.

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 the purchase, whichever comes first. If during the limited guarantee period the Customer determines that the licensed software does not conform to the specifications outlined by Aboard Software, 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. If on-site services are purchased, 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.

Software licenses are granted to be used on a per seat basis, as specified above, and Aboard Software is entitled to collect information from the software and its databases in order to guarantee that the licenses are used according to these terms. Failure to comply with these terms or unauthorized use of the software will automatically and permanently cancel and void all licenses granted.

We issue no refunds under any circumstances.