Support Subscription Master Agreement

This Support Subscription Master Agreement ("***Agreement***") is a legal contract between ("***you***" or "**your**"), to receive Support Services from RefinedLogix, LLC. ("RefinedLogix").

READ THE TERMS OF THIS AGREEMENT CAREFULLY.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND REFINEDLOGIX CONCERNING SUPPORT SERVICES, AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING YOU MAY HAVE HAD WITH REFINEDLOGIX CONCERNING OR RELATING TO THE SUPPORT SERVICES.

1. **Support Services.** During the Initial Term and any Renewal Term of this Agreement, as defined in Section 3, RefinedLogix will provide to you the services set forth in this document and in the Support Subscription Order Form ("Support Order Form") as referenced and incorporated herein.

    a. General Description of Support Services:

    RefinedLogix will provide Support Services, as selected in the Support Order Form in a professional manner in accordance with industry standards. Support Services, in connection with Cases (as hereinafter defined) shall include direct response to you with respect to specific questions and issues ("***Issues***") related to the following described software as specified in the Order Form ("***Software***"). Support Services do not include or replace Professional or Implementation Services. The parties agree that RefinedLogix shall have no obligation to provide any Professional or Implementation Services under this Agreement. Professional or Implementation Services are provided separately. Support Services are intended only for clients that are past the implementation phase, are operational and using the system in a live environment.

    b. Cases

    Each instance in which you contact RefinedLogix 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 in this Agreement to be eligible to register a Case with RefinedLogix and receive Support Services.

c. Issue Response

RefinedLogix shall use its reasonable commercial efforts to respond to Cases reported by you. The terms and conditions of RefinedLogix's Service Level Commitment for responding to reported Issues are supplied in the Support Order Form. Notwithstanding anything herein to the contrary, RefinedLogix 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 Issue shall be made in RefinedLogix's sole discretion. The Software may be designed to work with various third-party software products and in cases where RefinedLogix has isolated an Issue as being caused by a certain third-party product, RefinedLogix 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 RefinedLogix a listing of output and other data, including databases and backup systems, that RefinedLogix may need to reproduce operating conditions like 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 RefinedLogix to further diagnose the Issue; and (iv) implement recommended corrective or workaround procedure(s).

d. Methods of Assistance

Customers will have access to Support Services by and through designated Support Portal(s), RefinedLogix website or web chat and/or phone during regular business support hours as published in the Support Order Form and based upon the Support Level to which you have subscribed.

e. Supported Versions

RefinedLogix provides Support Services for all supported versions of the Software as provided by the software publisher. Retired versions are not supported under this Agreement.

f. Service Limitations

RefinedLogix promotes mutually respectful dialog between our employees and our clients. Repeated verbal abuse of RefinedLogix employees and contractors may be deemed as cause to immediately terminate this Agreement and deny you any future Support Services.

g. Online Resources; Disclaimer

Your access to Support Services under this Agreement shall also include access to support various software publisher knowledgebases, online documentation, and/or product suggestion systems as provided by the software publisher. REFINEDLOGIX EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING INFORMATION IN THE SOFTWARE PUBLISHER'S KNOWLEDGEBASE , DOCUMENTATION AND SUPPORT FORUMS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

h. Client Support Contacts

You will designate authorized support contact(s) for Support Services (the "***Support Contact***") who is trained and knowledgeable in the use of the Software and to whom all Support Services shall be delivered. You may change the identity of the Support Contact from time to time upon request.

i. Remote Support Access For Local Installs

In certain cases, where RefinedLogix is unable to diagnose or resolve a Case reported by you, RefinedLogix may request access to your server or computer(s) experiencing issues to continue providing Support Services. To provide such support services, you may need to have Remote Desktop ("RDP") capabilities on the systems that need to be accessed. In such cases, you authorize RefinedLogix 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 data prior to providing RefinedLogix access to your applicable computer(s).

2. Disclaimers; Limitation of Liability.

a. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 1a. AND 1d., REFINEDLOGIX DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

b. Limitation of Liability.

1. **Limitation on Consequential Damages IN NO EVENT SHALL REFINEDLOGIX 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. **Limitation on Cumulative Liability.** REFINEDLOGIX'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 REFINEDLOGIX 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.

a. **Term**.

The initial term of this Agreement commences as provided in the RefinedLogix Support Order Form you signed when you subscribed to the Support Services in said form.

The length of the initial term of this Agreement for the Support Services (the "***Initial Term***") and subsequent renewal terms are set forth in your RefinedLogix Support Order Form. RefinedLogix is not liable for any damages or costs incurred in connection with expiration of the Support Services.

b. **Termination**

In addition to expiration of this Agreement as described in Section 3.a, this Agreement may be terminated by either party if the other party commits a material breach or default of any obligation described in this Agreement, including your failure to pay invoices issued pursuant to this Agreement, which is not cured within 30 days following written notice of the breach or default.

4. Fees and Billings.

a. Charges for Services:

The fee for the Initial Term and any Renewal Terms shall are defined and governed by RefinedLogix's Support Order Form.

b. Out-of-Pocket Expenses:

You will also pay RefinedLogix all reasonable out-of-pocket expenses (including without limitation, travel expenses), if any, incurred by RefinedLogix while providing Support Services to you. RefinedLogix will obtain prior approval from you for expenditures greater than $250.

c. Payment.

RefinedLogix will invoice you for fees as set forth in Section 3a 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 Your Authorized RefinedLogix Reseller, or RefinedLogix. 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.

a. Governing Law:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee, without regard to the conflicts of law rules thereof.

b. Severability:

If any term or provision of this Agreement 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 Agreement or the validity or enforceability of that term or provision in any other situation.

c. Survival:

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

d. No Waiver:

The failure of either party to enforce any rights granted under this Agreement or to take action against the other party in the event of any breach of this Agreement shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.