



Master Software Subscription Agreement Print Shop Pro® and/or Design Conductor® and/or Smart Track Pro™

PAYMENT TERMS

1. Payment is due 15 days from receipt of Invoice. Product will be Delivered within 5 business days from receipt of Purchase Order. For Hosted solutions, product is considered "Delivered" when the link and login credentials have been provided via email to the delivery contact at the customer site. For Deployed solutions, product is considered "Delivered" when it has been uploaded to edu's FTP site and customer has been provided complete instructions to download the software.
2. Software will not be delivered until receipt of signed Agreement and Purchase Order by edu Business Solutions.
3. Late fees will be assessed at 1.5% per month for any Invoice 45 days or more past due.
4. Customer may make payment using one of the below payment methods:
 - (a) Visa, MasterCard and American Express credit cards
 - (b) ACH electronic funds transfer
 - (c) Company check made out to edu Business Solutions
5. Customer must ensure all invoices are paid in accordance with the Payment Terms unless alternate payment arrangements have been previously agreed upon in writing by edu Business Solutions.
6. edu Business Solutions does not have a return policy. All fees are non-refundable as they are predominantly service related, and not goods. Should there be a dispute in relation to delivery of services, edu Business Solutions shall make every effort to resolve dispute amicably and within a reasonable timeframe. Should Customer not be satisfied with edu Business Solution's dispute resolution efforts, client shall not be required to continue subsequent year's annual subscription.
7. Unless otherwise stated, edu's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all taxes associated with its purchases hereunder, excluding taxes based on edu's net income or property. If edu has the legal obligation to pay or collect taxes for which customer is responsible under this section, the appropriate amount shall be invoiced to and paid by customer, unless customer provides edu with a valid tax exemption certificate authorized by the appropriate taxing authority.

SUBSCRIPTION RENEWALS AND ANNUAL SUPPORT

1. Hosted Subscription and Deployed Software support to be invoiced annually at the expiration of the previous year's term. Includes unlimited online and toll-free telephone support, product updates and all system enhancements for all software and modules purchased.
2. Should the Hosted customer require that the subscription be reinstated after a late payment has been made, a reinstatement fee of up to \$500.00 may be charged at the sole discretion of edu Business Solutions.
3. Should the Deployed customer require that support be reinstated after a late payment has been made, it will be necessary to purchase support for previous years to be entitled to current version updates and support. Should the Deployed customer allow the annual support to lapse for two or more years, it will be necessary to pay the current retail price for each product to be entitled to current version updates and support.

LICENSE TERMS

1. **edu Responsibilities.** edu shall: (i) in addition to its confidentiality obligations hereunder, (ii) provide basic support to Customer, at no additional charge; (iii) use commercially reasonable efforts to make the Service available during business hours, except for: (a) planned downtime which edu shall schedule to the extent reasonably practicable during the evening hours from 11:00 p.m. CST to 2:00 a.m. CST; or (b) any unavailability caused by circumstances beyond edu's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving edu employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within edu's possession or reasonable control, and denial of service attacks; and (v) comply with all applicable local, state, federal and foreign laws in providing the Service.
2. **Customer Responsibilities.** Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify edu promptly of any such unauthorized access or use; and (iii) adhere to all licensing use and restrictions, and copyright requirements with regard to fonts, images or likenesses, artwork and logos (iv) comply with all applicable local, state, federal and foreign laws in using the Service.
3. **Use Guidelines.** Customer shall use the Service solely for its internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store Malicious Code; (v) use the Service, and will ensure that the Service is not used, in or in conjunction with any applications where product failure could lead to injury to persons, loss of life or severe property or



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environmental damage; (vi) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

Monthly production volume is monitored to ensure compliance with Print Shop Pro® Light Licensing Agreement terms. If Customer exceeds maximum allowed production volume (350+ jobs per month for 3+ months within a 12 month agreement term), Customer will be contacted by edu and required to upgrade from Print Shop Pro® Light to Print Shop Pro® Standard. The Customer investment for Print Shop Pro® Light will be applied toward the upgrade to Print Shop Pro® Standard. Customer will pay the difference in subscription cost and will be upgraded to Print Shop Pro® Standard Software Agreement which includes 6 concurrent Administrator Licenses, unlimited print jobs each month and 60 GB of storage. Customer may choose to upgrade from Print Shop Pro® Light to Print Shop Pro® Standard at anytime during their Agreement.

4. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, edu reserves all rights, title and interest in and to the software, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein related to the customers own intellectual property.
5. **Restrictions.** Customer shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.
6. **Termination for Convenience Clause:** Customer has the option, at its sole discretion and without cause, to terminate this agreement for convenience by giving thirty days' written notice to edu. Upon termination by Customer, edu will refund any remaining account balance to client within 30 days.

CONFIDENTIAL INFORMATION

As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Quotations hereunder), the Customer Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

1. **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.
2. **Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).
3. **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

WARRANTIES & DISCLAIMERS

1. **Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement. edu warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with its design; (iii) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein.
2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, edu MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR A PARTICULAR USE, INFRINGEMENT, ACCURACY OR COMPLETENESS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. edu FURTHER DISCLAIMS THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL MEET THE REQUIREMENT OF CUSTOMER OR THAT THE SERVICE WILL BE ERROR FREE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 7, AND THE REMEDIES FOR BREACH OF SUCH LIMITED WARRANTIES ARE EXCLUSIVE.
3. **Third-Party Providers.** Certain third-party providers offer products and services related to the Service that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. edu does not warrant any such



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third-party providers or any of their products or services, whether or not such products or services are designated by edu as "certified," "validated" or otherwise. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by edu to Customer, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by Customer in connection with a separate purchase by Customer of such additional functionality. Customer's use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this Agreement. No purchase of such third-party products or services is required to use the Service.

MUTUAL INDEMNIFICATION

- Indemnification by edu.** Subject to this Agreement, edu shall indemnify Customer and hold it harmless against any third party claim or action ("Claims") alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party; provided, that Customer (a) promptly gives written notice of the Claim to edu; (b) gives edu sole control of the defense and settlement of the Claim (provided that edu may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to edu, at edu's cost, all reasonable assistance.
- Indemnification by Customer.** Subject to this Agreement, Customer shall defend, indemnify and hold edu harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against edu by a third party alleging that the Customer Data, or Customer's use of the Service in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that edu (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases edu of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

LIMITATION OF LIABILITY

- Limitation of Liability.** Each party to this agreement will be responsible solely for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other party nor will either party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. IN NO EVENT SHALL edu's AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$50,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.
- Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL edu HAVE ANY LIABILITY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Insurance.** During the entire term of this Agreement and any extension or modification thereof, edu shall keep in effect insurance policies meeting the following insurance requirements. Edu will provide commercial general liability insurance, including coverage for business losses with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include Customer and its officers and employees as additional insureds as to all services performed by edu under this Agreement. Said policies must constitute primary insurance as to Customer, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Edu must provide Customer with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Agreement. Edu must provide workers' compensation insurance coverage for its employees. Said Limitation of Liability shall not apply to any valid and collectible insurance in force at the time of the loss.
- Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Quotations), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- Governing Law.** This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules.



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- 6. Venue; Waiver of Jury Trial. The state and federal courts located in San Diego, CA shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.
7. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Quotations, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, Quotations or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Quotation, the terms of this Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Quotations) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

TERM OF AGREEMENT

This agreement commences five days after the receipt of purchase order and continues until all user subscriptions in accordance with this Agreement have expired or been terminated.

PARTIES TO THE AGREEMENT

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

edu Business Solutions, Inc.;
By: [Signature]
Print Name: Tonnia Strand
Title: VP
Date: 11/8/2022

CUSTOMER:
By: _____
Print Name: _____
Title: _____
Date: _____