CUSTOMER AGREEMENT

This agreement ("Agreement") is entered into as of the Effective Date by and between Quick Technologies Inc. d/b/a SAGE ("SAGE"), having an office at 16301 Quorum Drive, Suite 200A, Addison, TX 75001, and the customer ("Customer"), having an office at the address on the application.

1. **Definitions.**

    a) **"SAGE Products"** means all products and services offered or distributed by SAGE.

    b) "**Purchased Products**" means the SAGE Products that are either sold or licensed to Customer as described in Section 2.

    c) **"Online Services"** means Purchased Products that are Internet-based services, including related Software.

    d) "**Software**" means computer software or applications, in object code version only, provided to Customer in connection with a Purchased Product.

    e) **"Printed Matter"** means Purchased Products that are tangible, printed matter, excluding End User Catalogs.

    f) "**End User Catalogs**" means tangible, printed end user catalogs.

    g) "**Licensed Products**" means the Online Services, Software and Printed Matter.

    h) **"Licensed Data"** means all of the data and information contained within SAGE's databases and the SAGE Products, including without limitation supplier and product information, specials, product and catalog page images, customer information, marketing lists, ratings, transaction information, and various data provided by third parties.

    i) "**Proprietary Designs**" means all designs created by or for SAGE and incorporated into the SAGE Products, including without limitation layouts, images, text, and other design elements included within website themes, email templates, presentation templates, end user catalog designs, and the like.

    j) **"Proprietary Information"** means (i) SAGE's confidential or proprietary business information; (ii) the SAGE Products; (iii) information retrieved by, found in, generated by, or created by or for any of the SAGE Products, including without limitation Licensed Data and Proprietary Designs; (iv) passwords and activation keys used to access the Purchased Products; (v) ideas, comments, feedback, and suggestions related to the SAGE Products or SAGE's business; and (vi) any derivative works of the foregoing.

    k) "**Customer Information**" means all information, data, and materials supplied or made available to SAGE by Customer, directly or indirectly, or otherwise uploaded to, entered into, or posted onto the Licensed Products by Customer or Authorized Users in any form or manner.

    l) "**Customer Independent Contractor**" means an individual who is a bona fide independent contractor of Customer either directly or through a business entity, and in either case, with respect to the general business field of Customer, is engaging in and conducting business solely for, through and on behalf of Customer.

    m) "**Authorized User**" means an individual who (i) is either an employee of Customer or is a Customer Independent Contractor, <u>and</u> (ii) is authorized by Customer to use the Licensed Products.

    n) "**Customer Computing Device**" means a computer, mobile phone, tablet, or other device that has a computer processor capable of running or accessing the Software and is owned or leased by either Customer or an Authorized User.

2. **Ordering and Fees.** Customer may order SAGE Products from time-to-time using an application or order form provided by SAGE, via phone with an authorized SAGE representative, or through a SAGE-hosted online portal. Orders are not binding until accepted by SAGE. SAGE reserves the right to refuse to accept orders or renewals for any reason. Customer shall pay to SAGE the fee(s) for the Purchased Products according to the terms provided to the Customer at the time of purchase. If not stated, fees are due with the order. If any fees are not paid by the due date, SAGE may (i)

suspend providing any Purchased Products to Customer; (ii) charge Customer a late fee equal to two percent (2%) or the highest legal rate, whichever is lower, of the overdue balance per month compounded monthly; and/or (iii) charge Customer any costs, fees and other expenses incurred by SAGE (including without limitation collection agency and attorney costs and fees) in connection with collection efforts related to the unpaid amount. All fees are exclusive of applicable sales, excise, use or similar taxes. Customer shall pay all such taxes either directly or to SAGE, as required by applicable law or regulation.

3. **License.** Subject to the terms and conditions of this Agreement, SAGE grants to Customer a personal, non-exclusive, non-transferable, non-sublicensable license to permit Authorized Users to (i) install and use the Software on Customer Computing Devices solely for the Software's intended purpose and subject to any specified license limitations; (ii) access and use the Online Services solely for the Online Services' intended purpose; (iii) internally use the Printed Matter solely for the Printed Matter's intended use; and (iv) distribute solely to Customer's customers and prospective customers a limited amount of Licensed Data and other information that is, in each case, expressly intended for such purpose in accordance with customary business practice.

4. **Authorized Users**. Customer may configure and allow Authorized Users to access Customer's account and the Online Services. For Online Services that are licensed on a per-user basis, Customer shall not permit Authorized Users to share user licenses or logins and Customer acknowledges that any such sharing shall be a material breach of this Agreement by Customer. Customer shall ensure that Authorized Users protect the confidentiality of their login IDs and passwords. In the event that Customer or an Authorized User suspects or becomes aware of any unauthorized activity, Customer shall immediately deactivate or change the password on the appropriate Authorized User account(s). Customer shall be responsible for any non-compliance by an Authorized User with the terms hereof or any applicable terms of service.

5. **Restrictions and Usage Limitations.** Notwithstanding any other provision herein, neither Customer nor any of its Authorized Users shall (i) except as expressly allowed by Section 3, allow access to, disclose, transfer, sell, rent, sublicense, or distribute the Licensed Products or any Proprietary Information to any third party or use the Licensed Products in a service bureau manner or for the benefit of any third party; (ii) de-compile, reverse engineer, reproduce, or modify the Licensed Products, encourage or assist a third party to do so, or attempt to do so (provided that if the foregoing is required to be permitted pursuant to applicable law, Customer shall provide SAGE with advance written notice of its intent to perform such activity and shall only be permitted to engage in such activity to the extent required to be permitted by applicable law); (iii) use the Purchased Products in violation of any law or regulation, in connection with sending unsolicited commercial email, facsimiles or other messages, or in any other manner likely to damage or injure a third party; (iv) use the Purchased Products in order to develop a competitive or potentially competitive product or service; (v) provide any benchmarking results to any third party; (vi) use any automatic device, program, methodology, routine, or similar manual process to access, copy, or monitor a Licensed Service or other Proprietary Information; (vii) probe, scan, attack, flood, or otherwise attempt to gain unauthorized access to, disrupt, or interfere with the normal operation of the Online Services; or (ix) use, reproduce, or distribute any Proprietary Designs in any way outside of the normal intended use of the SAGE Products. Except for the express license granted in Section 3, SAGE does not grant any other license, whether express or implied, to the SAGE Products or any Proprietary Information.

6. **Product-Specific Provisions.** The following provisions are only applicable to Customer if the Purchased Products includes the specified SAGE Product.

   a) **Website Services**. All Proprietary Designs contained within any websites provided as part of the Online Services may not be used in any manner on any websites that are not hosted by SAGE.

   b) **Email Campaigns Service**.

      i) **Distribution Lists**. Customer shall adhere to all applicable federal, state and local laws and regulations regarding the sending of commercial email through the SAGE Email Campaigns Service. Without limiting the foregoing, Customer shall only send email campaigns to recipients who Client has permission to include on such distribution. Customer shall not send additional email campaigns to any person who requests to be removed from such distributions unless Customer obtains specific permission from such person to be included again in future campaigns.

      ii) **Use of Templates**. All emails created with Proprietary Designs using the SAGE Email Campaigns service may only be distributed through such service.

c) **Advertising Services.**

    i) **Services**. In exchange for the Fees, SAGE will provide advertisement design services ("Design Services") and/or advertisement publication services ("Publication Services") as specified in the respective proposal, quote or order form. Advertisements may be provided by Customer ("Customer-Supplied Advertisements") or created by SAGE as part of the Design Services ("SAGE-Developed Advertisements"). Placement, location, position, and proximity to other advertisements shall be determined by SAGE in its discretion. Cancellations for Publication Services may be accepted by SAGE in its discretion prior to thirty (30) days before to the ad sales deadline for the respective publication. Except for the foregoing, no cancellations are permitted. Customer agrees to honor any pricing included in the Advertisements through the "valid until" date for the respective publication as set forth on the proposal.

    ii) **Customer Materials**. Customer shall provide SAGE with all necessary Customer-Supplied Advertisements, artwork, files, logos, graphics, text, designs, and other materials ("Customer Materials") on a timely basis, as requested by SAGE. SAGE will not be responsible for delays or missed publication dates resulting from Customer's delay in providing materials to SAGE and, in such cases, Customer shall continue to be responsible for the Fees. SAGE reserves the right, in its discretion, to either refuse or modify Customer Materials that are immoral, deceptive, misleading, obscene, distasteful, or may otherwise be harmful or damaging to SAGE, its customers, or the public.

    iii) **Proofs**. Prior to publication, SAGE will submit a proof of any SAGE-Developed Advertisements for Customer's approval. Promptly upon receipt of the proof, Customer shall provide SAGE with any requested corrections or changes. SAGE will make all reasonable corrections or changes and submit a new proof to Customer. Excessive change requests may incur additional fees. Once the proof is approved, Customer may no longer make changes to the advertisement. If Customer does not respond to SAGE's approval request in a timely manner, the advertisement will be automatically deemed accepted.

    iv) **Ownership**. Except for the licenses set forth herein, Customer shall retain all right, title, and interest in and to the Customer Materials. Subject to Customer's ownership of the Customer Materials, SAGE shall own and retain ownership of all right, title, and interest in and to the SAGE-Developed Advertisements. Customer grants and agrees to grant to SAGE a fully paid up, royalty-free, non-exclusive, perpetual, worldwide license to use, display, disclose, reproduce, make derivative works of, and distribute the Customer Materials (i) in connection with advertisements located in SAGE's or its affiliates' products and services; (ii) as may be displayed in connection with SAGE's marketing, training, sales, and support efforts related to SAGE's products or services; and (iii) to identify Customer as a SAGE customer. Subject to the terms and conditions of this Agreement (including without limitation the payment of all fees), SAGE grants and agrees to grant to Customer a limited, non-exclusive, non-transferable license to reproduce and distribute the SAGE-Developed Advertisements in connection with Customer's normal marketing efforts.

    v) **Disclaimer**. In addition to the general disclaimers set forth elsewhere in this Agreement, SAGE specifically does not warrant that Customer will receive any particular response from the Design Services or Publication Services or that such services will be effective.

d) **DataStream.**

    i) **Definitions**. For purposes of this Section only, the following terms have the following definitions: "Service" means SAGE's DataStream service. "Cart Data" means portions of the Licensed Data that are legitimately and appropriately saved in connection with a user's e-commerce cart in order to fulfill or provide further information related to such cart. "Documentation" means the user's guide, development guides, sample programs, and other documentation provided to Customer related to the Service.

    ii) **License.** Subject to Customer's full compliance with the terms and conditions of this Agreement including full payment of the respective fees, SAGE grants to Customer a personal, non-exclusive, non-transferable, non-assignable right to (a) use the Service for its intended purpose of accessing the Licensed Data; (b) use and reproduce the Licensed Data solely for Customer's own benefit in connection with the customary business of a promotional products distributor or supplier (as applicable); and (c) use the Documentation as reasonably necessary to implement and use the Service.

    iii) **License Restrictions.** Notwithstanding any other provision of this Agreement, Customer shall not:

        (a) allow access to, disclose, transfer, or distribute the Licensed Data to any third party except that Customer may disclose the Licensed Data (excluding supplier contact information) to Customer's customers and prospective customers in the ordinary course of Customer's business as a promotional products distributor or supplier (as applicable);

(b) reproduce the Licensed Data except as strictly necessary to use the Licensed Data as authorized hereunder;

(c) rent, sublicense, lease, or sell the Licensed Data, or make any attempt to do so;

(d) merge the Licensed Data with or into any other data such that the Licensed Data cannot be identified and isolated;

(e) save the Licensed Data in a database or other similar format except in connection with storing Cart Data or as authorized below for the LCO;

(f) use the Licensed Data to perform any illegal, distasteful, dishonest, or fraudulent act, to damage or injure a third party, or to infringe the intellectual property or privacy rights of any person or entity; or

(g) use the Licensed Data in any manner that could harm or damage SAGE or impair the value of the Licensed Data.

iv) **Proprietary Notices and Publicity.** Customer shall ensure that any person who can access or see the Licensed Data within Customer's application is notified that the product data is provided by SAGE along with a copyright notice "© [year] SAGE." This notification can be included on the screen or page on which the information is presented, or through a "terms of service" or similar agreement to which the user has agreed. Failure to notify users will result in immediate cancellation of service among other available remedies to which SAGE may be entitled pursuant to this Agreement or applicable law. Customer may, at its option, also include the "Powered by SAGE" logo. The foregoing logo and notice do not have to be linked to any other site. However, Customer may link them to www.sageworld.com.

v) **Local Caching Option**. For Customers who have purchased the Local Caching Option ("LCO") only, in addition to "real-time" access to the Service during the term to obtain Licensed Data, Customer may also locally cache Licensed Data ("LCO Data") during the term subject to the following terms and conditions (in addition to other terms and conditions set forth herein):

(a) LCO is billed based on the number of suppliers that Customer will be caching locally. Customer's initial tier is specified on the application. Customer may upgrade to a higher tier at any time by paying the requisite amount to SAGE. Customer may downgrade to a lower tier at the time of renewal only.

(b) Suppliers that are locally cached will be automatically logged by SAGE and included in Customer's local caching group up to the purchased limit. Customer may change suppliers in the local caching group during the year in the ordinary course. However, excessive changes (as reasonably determined by SAGE) will result in both the old and new supplier being counted for purposes of Customer's fee calculation.

(c) All LCO Data must be obtained using the requests identified in the Developer's Guide as "LCO Requests".

(d) All LCO Data must be deleted in its entirety upon termination or expiration of Customer's subscription to the Service, subject to the right to retain Cart Data as set forth below.

(e) LCO Data may only be stored locally on storage devices that are owned or leased by Customer and are physically located within either Customer's facilities or facilities of a third party hosting company providing hosting services to Customer, in either case with industry-standard security policies and procedures.

(f) Customer shall "refresh" the LCO Data that is being stored locally at least once per week to maintain up-to-date information.

(g) Customer acknowledges that the DataStream "real-time" access, not LCO, is the recommended solution for most applications. The LCO requires significant programming and development resources to implement and Customer is expected to have highly-trained engineers available to implement and use the LCO.

vi) **Confidentiality**. Customer shall ensure that its password information that is used to access the Service remains confidential and shall only disclose such information to Customer's employees or contractors who have a need to know such information and are bound by an enforceable, written confidentiality agreement which protects such information to at least the same degree as does this Agreement. Customer will use commercially reasonable safeguards (including, without limitation, a firewall, up-to-date antivirus software, physical building/room security, and complex passwords) to protect any computer or network which houses Licensed Data. Customer shall promptly report any breach or suspected breach of this Section to SAGE and promptly take all necessary and appropriate measures to contain and rectify such breach.

vii) **Effect of Termination.** Upon termination of the Service, Customer shall promptly destroy all copies of the Licensed Data and Documentation or any part thereof (including without limitation electronic files, discs, backup media, and printouts) except that Customer may retain and continue to use Cart Data solely in connection with the respective carts. Cart Data will continue to be governed by this Agreement.

7. **Confidentiality.** Customer acknowledges that the Proprietary Information constitutes proprietary trade secrets of SAGE. Customer shall hold the Proprietary Information in strict confidence except as required to exercise Customer's express rights granted herein. Customer shall use the Proprietary Information solely for the benefit of Customer in performing customary business functions within Customer's day-to-day business. Customer shall not modify, remove, or obscure any copyright or other proprietary notices contained within the Licensed Products or the output thereof, except as specifically intended and allowed by the design of the Licensed Products. Out-of-date Software and Printed Matter shall be promptly destroyed by Customer. Customer shall promptly report a breach or suspected breach of this Section 7 to SAGE.

8. **Information Supplied by Customer.** Customer represents and warrants that (a) all Customer Information is and will be accurate, truthful, reliable, and not misleading; (b) Customer has all necessary rights and approvals to provide the Customer Information to SAGE in accordance with the terms hereof, and (c) neither the Customer Information nor the use of such information as contemplated herein infringes, results in the misappropriation of, or will infringe or will result in the misappropriation of any privacy or intellectual property rights of any person or party. Customer hereby grants and agrees to grant to SAGE a non-exclusive, perpetual license to use, display, perform, reproduce, distribute and make derivative works of the Customer Information (x) in connection with providing SAGE Products to Customer, (y) to improve, enhance, develop, support, maintain, and/or build SAGE products, services, and/or databases; and (z) in connection with calculating or determining aggregate or anonymous usage statistics (which statistics shall not be considered Customer Information).

9. **Privacy and Marketing Preferences.** Unless Customer otherwise notifies SAGE in writing in accordance with this Section 9, Customer hereby consents to (i) being included in any directories or databases provided by SAGE; and (ii) receiving marketing information from SAGE and third parties via any method, including without limitation postal mail, email, facsimile, and telephone. Customer may change its marketing preferences at any time by writing customerservice@sageworld.com and identifying Customer's preferences. Customer acknowledges that SAGE may monitor and record all use of the Licensed Products and that information obtained as a result therefrom may be used in a variety of ways, including in connection with further development of the SAGE Products, to enhance and customize Customer's user experience, and to generate non-personally-identifiable statistics that may be used and disclosed for various purposes. See SAGE's Privacy Policy for further details.

10. **Ownership.** The parties acknowledge that the Licensed Products are licensed, not sold, to Customer. SAGE retains and shall own all right, title, and interest in and to the Proprietary Information, as well as the intellectual property embodied therein and related thereto. To the extent that Customer is deemed to be the owner of any right, title, or interest in or to any of the Proprietary Information, Customer hereby assigns and agrees to assign to SAGE any such right, title, and interest. Title to End User Catalogs shall transfer to Customer upon payment in full.

11. **Money-Back Guarantee and Refunds.** New subscriptions to Online Services (other than any Online Services that are provided by third parties though SAGE such as domain names and payment processing) have a money-back guarantee valid thirty (30) days from the initial subscription activation date ("Guarantee Period"). For these subscriptions only, a full refund will be issued within ten (10) business days if and only if, before the end of the Guarantee Period, (i) SAGE receives written notice from Customer (email is acceptable) of Customer's desire to obtain a refund; (ii) any tangible materials originally received by Customer from SAGE are returned to and received by SAGE; and (iii) any copies of Software are deleted or destroyed. Upon SAGE's request, it is the Customer's sole responsibility to provide SAGE proof that the foregoing conditions were satisfied during the Guarantee Period. For purposes of this section, a subscription is considered "new" if Customer did not have an active subscription to the service or a substantially equivalent SAGE service during the

three (3) months prior to the current subscription activation date. Except as set forth herein, no other refunds will be issued and the foregoing money-back guarantee is Customer's sole remedy for any dissatisfaction with the Purchased Products.

12. **Disclaimer of Warranty and Limitation of Liability.** THE PURCHASED PRODUCTS, AND ALL SERVICES RELATED THERETO (INCLUDING WITHOUT LIMITATION TECHNICAL SUPPORT) ARE PROVIDED "AS IS." SAGE MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED PRODUCTS OR ANY SERVICES RELATED THERETO, AND HEREBY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, NON-INFRINGEMENT, AND NON-INTERFERENCE. SAGE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF SAGE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL SAGE'S AGGREGATE LIABILITY RELATED IN ANY WAY TO THIS AGREEMENT OR ANY OF THE PURCHASED PRODUCTS (DESPITE WHETHER SUCH LIABILITY ARISES UNDER CONTRACT LAW, TORT LAW, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO SAGE BY CUSTOMER DURING THE ONE (1) YEAR PRECEDING THE DATE ON WHICH THE CLAIM AROSE. In no event shall SAGE be responsible to Customer or any third party for any loss or liability resulting from (i) access delays, interruptions, or loss of service; (ii) any content (including without limitation errors or omissions) in the Purchased Products or Licensed Data; (iii) failure to send, receive, or store email; (iv) interruption or misdirection of a website or domain name; or (v) failure or delay in processing a transaction. SAGE reserves the right to modify the Purchased Products at any time in its discretion. Customer agrees to indemnify, hold harmless, and either defend or pay for the defense of SAGE (at SAGE's option) for all damages, liability, and costs (including attorneys' fees) incurred by SAGE resulting from (a) any breach of this Agreement by Customer, (b) any use by SAGE or its affiliates of the Customer Information, and (c) Customer's or its end users' use of or reliance upon the Licensed Data. The parties acknowledge that the disclaimer of warranty and limitations of liability set forth in this Section 12 are reasonable allocations of risk among the parties based on the fees associated with this Agreement, and such limitations shall apply notwithstanding any failure of essential purpose.

13. **Term.** This Agreement shall be effective as of the earliest to occur of (a) SAGE's acceptance of any order, order form or application from Customer, and (b) Customer's use of any SAGE Products ("Effective Date"). The Agreement shall remain in effect for as long as there is at least one (1) Licensed Product with respect to Customer. If expired, this Agreement shall automatically be revived if Customer thereafter orders a Purchased Product. SAGE may cease providing Licensed Products and terminate this Agreement upon written notice to Customer; provided that SAGE shall provide Customer with a pro-rata refund of any unused subscription fees unless the termination is due to Customer's breach of this Agreement or any other agreement with SAGE. Upon termination or expiration, Customer shall cease all use of the Licensed Products, destroy all Proprietary Information obtained from SAGE (including any Software), and all rights and obligations set forth in this Agreement shall cease except for Sections 1, 2 (to the extent due prior to termination), 5, 6(a)(iv) and (v), 6(b)(iii), (iv), (vi) and (vii), 7-10, and 12-15, all of which shall survive any such termination or expiration. Customer acknowledges that SAGE has locking and de-activation features in some or all of the Licensed Products and that all Licensed Products may be automatically suspended or disabled by SAGE (i) upon termination or expiration of either this Agreement or any subscription to a Licensed Product hereunder; or (ii) upon SAGE's reasonable belief that Customer has breached this Agreement. Customer shall not make any attempt to disable, investigate, or interfere with any such locking or de-activation features.

14. **Remedies**. The parties agree that due to the proprietary nature and high value of the Proprietary Information (including, without limitation, the Licensed Data), any breach of this Agreement by Customer will result in irreparable injury to SAGE that cannot be compensated solely by damages. Therefore, in addition to all other applicable remedies, SAGE shall be entitled to seek and obtain injunctive relief to protect the Proprietary Information without being required to post bond.

15. **General.** Certain Purchased Products may require that Customer sign a separate agreement with SAGE. In such cases, that specific agreement shall supersede this Agreement to the extent of any conflict. Except for the foregoing, this is the entire Agreement between the parties as to the subject matter hereof and there are no other valid agreements or understandings, express or implied, written or oral. SAGE may amend this Agreement by notifying Customer of the new Customer Agreement, which agreement shall be binding and effective, and completely supersede this Agreement as of the date received by Customer unless SAGE receives written notice from Customer within thirty (30) days thereafter stating Customer's refusal to accept the revised agreement. Aside from the foregoing, this Agreement may not be modified except by a formal written amendment signed by an executive of SAGE and an authorized representative of Customer. If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions

shall not be affected. The Agreement may not be assigned by Customer without SAGE's written permission, and any such attempted assignment shall be void. SAGE may assign this Agreement in its discretion.   Neither party shall be in default for failing to perform any obligation hereunder, other than the payment of monies, if such failure is caused solely by supervening conditions beyond such party's control, including without limitation acts of God, civil commotion, strikes, terrorism, failure of third party networking equipment, failure of the public Internet, power outages, labor disputes or governmental demands or restrictions. This Agreement and Customer's relationship with SAGE shall be governed by the laws of the State of Texas, U.S.A., without regard to principles of conflict of laws that would require or permit another jurisdiction's laws to govern. Any lawsuit related in any way to this Agreement or the relationship of the parties shall take place exclusively in Dallas County, Texas and the parties hereby agree to such venue and waive any objections to personal jurisdiction. The prevailing party to any such lawsuit shall be entitled to recover reasonable attorneys' fees, subject to the limitations of liability set forth herein.