

General Terms

1. The following general terms and conditions (these “General Terms”) are applicable to all software, maintenance and support services and other products and services provided by Microvellum (collectively, the “Offerings”). These General Terms are in addition to Microvellum’s Terms of Use available at <https://www.microvellum.com/terms-conditions#general-terms>. The Microvellum End User License Agreement (EULA) available at <http://www.microvellum.com/eula/> also shall supplement these General Terms, and the terms and conditions of the EULA are hereby incorporated in these General Terms by reference.

2. Microvellum will perform and provide access and use of its Offerings only upon the issuance and acceptance of a proper proposal between the entity identified in the proposal (“Customer”) and Microvellum (each a “Proposal”). Upon Customer’s acceptance of Microvellum’s proposal, payment shall be due as provided for in the Proposal (upon acceptance if not otherwise stated). Payment for additional software, services, support and maintenance will be due as stated on subsequent invoice(s) issued by Microvellum. Each invoice is due and payable based on the terms of the invoice and supporting documentation. Modules and licenses added to Customer’s purchases during the course of a subscription period are subject to module and license fees, renewable with each applicable support and maintenance subscription period. If invoices are not timely paid, interest shall accrue on the amount due and owing at the rate of 18% per annum from the date of the invoice to the date of payment. Payments made by credit card are subject to a processing fee applied to the total invoice. Please inquire for the current rate applicable for the country in which Customer operates. A processing fee of up to 4.0% will apply to all other geographic regions subject to the applicable rules, laws and regulations. Microvellum shall have the right to suspend performance or delivery of any Offering without notice in the event an invoice is not timely paid and/or the terms of a payment plan are not complied with by Customer. A \$75.00 processing fee may be added to any payment plans or special payment arrangements as required. WA State customers will be charged 0.484% Business & Occupation (B&O) excise tax.

3. The scope of each Offering to be provided by Microvellum shall be set forth in the Proposal. The following terms shall apply to any services provided by Microvellum:

A. Services are performed in English. Customer requires non-English services, Customer must provide its own translation services at its expense.

B. Payment terms for services and associated expenses will be outlined in the applicable statement of work and/or service contract executed between Customer and Microvellum. Work will be scheduled once an approved statement of work is agreed upon in writing by Microvellum. Due to the unpredictability of work associated with computer and software services, Microvellum will not be bound by estimates of time or cost of performance and Microvellum billing will be based on actual consulting time.

C. Unless otherwise noted, all services must be scheduled and completed within 12 months of the applicable Proposal date. If any services are not scheduled and completed within that period, any right to convert the credit or further scheduled service will be forfeited by Customer.

D. Customer will refrain from engaging (as an employee, contractor, consultant, or owner) any employee, contractor, or consultant of Microvellum for a period of one year following such individual's date of last service performed by Microvellum for Customer except to the extent that such engagement is made through Microvellum.

E. Microvellum cannot guarantee that a specific consultant will be available or used; however, Microvellum will make reasonable attempts to accommodate specific requests.

F. Scheduling availability and completion of services is subject to a first come, first served basis. Service requests will be processed and scheduled in the order in which they are received. Start time, lunch, and end of day times are at the discretion of Microvellum. Microvellum reserves the right to reschedule due to any event of force majeure (including Acts of God).

G. If remote services are cancelled or rescheduled within less than 24 hours of the scheduled appointment, a \$200 minimum charge will be incurred, with such charge to be deducted from services already paid. If on-site scheduled services

are cancelled, a Change Order and Invoice will be issued for a cancellation fee in an amount equaling one-half of the total amount of the cancelled services. The remaining one-half of paid services may be considered a service credit available for use with other scheduled services. If on-site services are rescheduled, a change order and invoice will be issued for a rescheduling fee in an amount equaling one-quarter of the total amount of the original services. Upon payment of this amount, the new date will be agreed upon and entered on the Microvellum service schedule. If the invoice is not paid in full in any of the foregoing situations, the full amount of the services paid, along with any amount pre-paid for expenses, will be forfeited.

4. Microvellum will not be liable to Customer for any lost profits, incidental, indirect, special, punitive, exemplary, or consequential damages. Under no circumstances shall Microvellum's liability exceed the total fees paid to Microvellum in the prior twelve-month period.

5. If any suit or action is filed by either party in connection with services or product provided by Microvellum, including any claim for non-payment against Customer, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

6. The laws of the State of Oregon, U.S.A., and the laws, regulations, rules, orders, ordinances and treaties of the United States of America shall apply to all matters relating to the provision of the Offerings by Microvellum, and Customer and Microvellum consent to personal jurisdiction and exclusive venue for any dispute between Microvellum and Customer in the Circuit Court of Jackson County, Oregon, U.S.A.

7. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN WRITING BY MICROVELLUM, MICROVELLUM DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ITEMS OR SERVICES PROVIDED TO CUSTOMER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE AND ANY IMPLIED WARRANTY OF NON-INFRINGEMENT.

8. Customer's rights under these General Terms (including any right to access and use any of Microvellum's Offerings) may not be assigned without the prior written consent of Microvellum. These General Terms shall otherwise be binding on and inure to the benefit of Microvellum and Customer and their respective heirs, personal representatives, successors and authorized assigns.

9. Microvellum reserves the right to suspend the Offerings under these General Terms or any other agreement with Customer, and to terminate any agreement with Customer upon provision written notice to Customer. Microvellum reserves the right to modify prices, software and service terms, or these General Terms at any time at its discretion. Notice of any changes will be provided to Customer in writing or otherwise posted or made available by Microvellum on its official website, www.microvellum.com. Customer's continued use of the Offering following such changes constitutes acceptance of these General Terms, as revised.

10. These General Terms , the Terms of Use, the EULA, and each Proposal (together with any statement of work or attachments or other agreements referenced in the Proposal) are the complete, integrated and exclusive statement of the agreement between Customer and Microvellum with respect to Microvellum's provision of the Offerings and merges all prior representations, proposals, understandings and all other agreements, oral or written, express or implied, between Microvellum and Customer relating to the subject matters contained therein.

How to Contact Microvellum:

If Customer has any questions about these Terms of Use, to resolve a dispute, Customer can contact Microvellum at:

Mail: Microvellum

Attn: Microvellum Support

444 S. Haskell Street, Central Point, Oregon 97502

Email: customerservice@microvellum.com

Phone: 1-800-204-0913 or locally at 1-541-664-1625