



MASTER SAAS

TERMS AND CONDITIONS

This Master SaaS Agreement (this "Agreement") is made effective as of February 13, 2024 (the "Effective Date") by and between Deposco, Inc., a Delaware corporation ("Deposco") and the undersigned ("Sunrise Brands") ("Company"). This Agreement consists of the Signature Page, Terms and Conditions, one or more Order Forms (attached as Schedule A), and a description of Support Services (attached as Schedule B).

By executing this Agreement, Company acknowledges that it has reviewed the Terms and Conditions and Schedules incorporated into this Agreement and agrees to be legally bound by the same. For and in consideration of the mutual promises and obligations herein, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereby cause this Agreement to be executed by their duly authorized representative effective as of the last date written below.

DEPOSCO, INC. A DELAWARE CORPORATION DocuSigned by: <i>Bill Gibson</i> By: <u>E47E7EB5F68E4BE...</u> Name: <u>Bill Gibson</u> Title: <u>CEO</u> Date: <u>2/14/2024</u> Address: 11605 Haynes Bridge Road, Suite 200 Alpharetta, GA 30009	SUNRISE BRANDS A CALIFORNIA CORPORATION DocuSigned by: <i>Maria Fajardo</i> By: <u>8881D4C432174F8...</u> Name: <u>Maria Fajardo</u> Title: <u>IT Director</u> Date: <u>2/13/2024</u> Address: 801 S Figueroa Street, Suite 2500 Los Angeles, CA 90017
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1.0 GENERAL. The following terms and conditions ("Terms and Conditions") provide for terms that are common to this Agreement, including all Schedules. In the event of a conflict between these Terms and Conditions and any Schedule, the Schedule will control, unless expressly stated to the contrary in these Terms and Conditions.

2.0 DEFINITIONS. As used in this Agreement, and in addition to any other defined terms, the capitalized terms used herein are defined in the Glossary at the end of these Terms and Conditions.

3.0 SERVICES.

3.1 General. All Services will be provided to Company according to the Service Terms and Conditions, the Schedule describing the Service, and one or more Order Forms.

3.2 Software Services. Deposco will provide Company and End Users with access to the applicable Deposco Software selected and described on Schedule A ("Order Form") ("Software Services"). During the Term and subject to Company's compliance with this Agreement, Deposco grants Company the non-exclusive, nontransferable, non-assignable, and limited rights and licenses as follows:

- (a) To allow End Users to remotely access the Deposco Software that is located on the Deposco Server in accordance with the terms of this Agreement.
- (b) To use the Deposco Software to create customized user applications ("Customized Software") in accordance with the Documentation.

3.3 Professional Services. Deposco will provide consulting or software development services to Company as described on Schedule A or in a separate professional services agreement executed by the authorized representatives of the parties.

3.4 Support Services. Deposco will provide customer care and support services to Company as described on Schedule B ("Support Services").

3.5 Service Delivery. Deposco may provide the Services from any facility and may from time to time transfer any or all of the Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Services.

3.6 Project Control. Deposco has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed the Professional Services to be performed by Deposco hereunder unless otherwise provided herein.

3.7 Subcontractors. Deposco may, as it deems appropriate, use subcontractors for all or any portion of the Professional Services. Deposco may at any time remove and replace any such subcontractors.

3.8 Up-Time Commitment

(a) **Availability.** The Software Services will be provided to Company and its End Users, using commercially reasonable efforts, twenty-four hours a day, seven days a week less the period during which the Software Services are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- 1) Scheduled network, hardware or service maintenance, which is typically between the hours of midnight and 4am Eastern Standard Time with at least fourteen (14) days prior written notice of such maintenance;
- 2) The acts or omissions of Company or Company's employees, agents, contractors, vendors, or anyone gaining access to the Software Services by means of Company's Account;
- 3) A failure of the Internet and/or the public switched telephone network;
- 4) Company's failure to comply with Section 6 below;
- 5) The occurrence of any event that is beyond Deposco's reasonable control; or
- 6) At Company's direction, Deposco restricting Company and its End Users' access to the Software Services.

(b) **Commitment.** Subject to Company satisfying its obligation herein, Deposco guarantees that the Software Services will be available to Company and End Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If Deposco fails to satisfy the Uptime Commitment during a month then Deposco will credit to the Company a pro-rated portion of the Software Services Fee (as defined in Schedule A) in the first month of the next succeeding calendar year following the failure. For purpose of this Section 3.6(b), "pro-rated portion of the Software Services Fee" means the product obtained by multiplying the applicable Services Fee during the month of the failure by a fraction, the numerator of which will be the number of hours that the Software Services did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less

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excusable Downtime. The foregoing refund will be Company's sole and exclusive remedy for Deposco's failure to comply with the Uptime Commitment.

4.0 RIGHTS RESERVED. Title ownership rights, and Intellectual Property Rights in and to the Deposco Software, Customized Software, all Deposco Marks (and all Derivative Works thereto and copies thereof) will remain in possession of Deposco. Company and Deposco agrees to abide by the patent and copyright laws and all other applicable laws of the United States. Company acknowledges that the Deposco Software in source code form remains Proprietary Information of Deposco and that the source code is not licensed to Company by this Agreement or any Schedule and will not be provided by Deposco. No right or implied license or right of any kind is granted to Company regarding the Services, including, but not limited to, any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer the Deposco Software or the Documentation thereof, or any portions thereof, or obtain possession of any source code or other technical material relating to the Deposco Software. Company further agrees not to lease, license, sell, sublicense or otherwise transfer its access to or use of the Software Services. The Software Services may only be used by Company and its employees, and agents or representatives acting on Company's behalf. In addition, Company agrees not to modify the Deposco Software, create Derivative Works or attempt to decipher, decompile, disassemble or reverse engineer the Deposco Software, except to exercise those rights set forth in Section 3.2.(b) above.

5.0 FEES AND PAYMENT TERMS

5.1 Services Fees. For the Services provided under this Agreement, Company will pay Deposco the fee in the amount set forth in the applicable Order Form(s). Initial Services Fees will be invoiced to Company upon execution of the Agreement per the terms of Schedule A. Subsequent invoices as applicable will be delivered on a monthly basis via email unless otherwise denoted in Schedule A and all payments for Service Fees shall be due 30 days from the date of invoice. Service Fees are non-cancelable and non-refundable. All fees paid and expenses reimbursed under this Agreement will be in United States currency.

5.2 Late Fees. Company will pay a late fee of 1½% per month (not to exceed the maximum allowed under state law) on all reasonably uncontested balances not paid when due. Deposco, at its option, may suspend the Services, in whole or in part, if Deposco does not receive an amount due and owing under this Agreement within fifteen (15) days after written notice of non-payment is delivered by Deposco.

5.3 Taxes. The fees and expenses due to Deposco as set forth in this Agreement are net amounts to be received by Deposco, exclusive of all sales, use, withholding, excise, value added, ad valorem taxes or duties incurred by Company or imposed on Deposco in the performance of this Agreement or otherwise due as a result of this Agreement. This section will not apply to taxes based solely on Deposco's income.

5.4 Offset. Fees and expenses due from Company under this Agreement may not be withheld or offset by Company against other amounts for any reason.

6.0 COMPANY OBLIGATIONS

6.1 Technical Requirements. Company must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment, any Company Software, and Internet access is solely Company's responsibility, except as otherwise expressly provided in an Order Form. Compatible browsers include, but are not limited to Chrome, Firefox, and Safari current editions plus typically four (4) previous editions as well as Edge (editions subject to change based on security matters and updates). Deposco neither represents nor warrants that the Deposco Software will be accessible through all web browser releases.

6.2 Privacy Policy. Company's use of the Deposco website is subject to the terms of the privacy policy set forth on the website from time to time that governs the use of information by Company received from Deposco or a third party and the use of information by Deposco from Company ("Privacy Policy"). The Privacy Policy is intended to be complementary and additive to the terms of this Agreement, including the confidentiality provisions thereof. In the event of any direct conflict between the Privacy Policy and this Agreement the terms of this Agreement shall control.

6.3 Use of Deposco Website. Company shall not and shall not permit others in using the Software or Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Deposco; (ii) publish, ship, distribute or disseminate any harmful, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (iv) engage in any conduct that could constitute a criminal offense or give rise to civil liability for Deposco; (v)



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misrepresent or in any other way falsely identify Company's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (vi) transmit or upload any material through the Software Services contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Deposco's, or any other person's or entity's, network, computer system, or other equipment; (vii) interfere with or disrupt the Software Services, networks or servers connected to the Deposco systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Software Services; (viii) attempt to gain unauthorized access to the Software, other Deposco customers' computer systems or networks using the Software Services through any means; or (ix) interfere with another party's use of the Software Services, including any parties Company has done business with or choose not to do business with through the Software Services, (x) use the Service(s) for the purposes of cookie tracking, ad exchanges, ad networks, data brokerages, or sending electronic communications (including e-mail) in violation of applicable law (xi) use the Service(s) to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103 unless expressly agreed to otherwise in a signed writing by Deposco; or (xii) use the Service(s) to store or transmit any "Payment Card Industry" data as that term is defined by Payment Card Industry Data Security Standards unless expressly agreed to otherwise in a signed writing by Deposco. Deposco has no obligation to monitor Company's use of the Software and Software Services. However, Deposco reserves the right (but has no obligation) at all times to monitor, review, retain and/or disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

6.4 Password Confidentiality. Each End User that uses the Software Services will choose a password when registering. Such End Users are responsible for maintaining the confidentiality of the passwords. Company will also be assigned a password or passwords for access to and use of the Software Services. Company and its End Users are fully responsible for all activities that occur using the passwords. Company acknowledges and agrees that Deposco will not be liable for any loss that Company or any End User may incur as a result of someone else using a password that has been assigned by Deposco to Company or its End Users,

either with or without the knowledge of Company or the applicable End User. Nor will Deposco be liable or responsible for any unauthorized access and/or misuse of the Software Services by Company or any of its End Users.

6.5 Compliance with Law. Company is solely responsible for any and all improper use of the Software Services that occurs as a direct or indirect result of any act or omission of Company. Company will notify Deposco immediately of any unauthorized use of the Software Services or any other breach of security that is known or suspected by Company.

7.0 NON-DISCLOSURE AND CONFIDENTIALITY.

7.1 Disclosure. Each party may disclose to the other party certain Trade Secrets and Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. For purposes of this Agreement, "Trade Secrets" means information that is a trade secret under law; "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential; "Proprietary Information" means Trade Secrets and Confidential Information; the "Disclosing Party" refers to the party disclosing Proprietary Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents.

7.2 Requirement of Confidentiality. Recipient agrees to hold the Proprietary Information disclosed by Disclosing Party in confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Disclosing Party to any third party, or utilize the Proprietary Information disclosed by Disclosing Party for any purpose whatsoever other than as expressly contemplated by this Agreement. Company acknowledges that the Software and Documentation are the Proprietary Information of Deposco. With regard to the Trade Secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to the Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of three (3) years thereafter. The foregoing obligations shall not apply if and to the extent that: (i) Recipient establishes that the information communicated was publicly known at the time of Recipient's receipt or has become publicly known



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other than by a breach of this Agreement; or (ii) Recipient is ordered by an administrative agency or other governmental body of competent jurisdiction to disclose the Proprietary Information.

7.3 Data Use. Company agrees that data derived by Deposco from Deposco's performance of the Services or input by Company may be used for the purposes of analysis, including, without limitation, statistical analysis, trend analysis, creation of data models, and creation of statistical rules, except that such analysis shall be performed solely by Deposco and such analysis shall be performed only in conjunction with data derived by Deposco from Deposco's performance of Services for other customers, input by other Deposco customers or obtained from party data sources. The results of such analysis ("De-identified Data") may be used by Deposco for any lawful purpose, including, without limitation, determining future hardware and communications needs for Deposco systems and determining trends associated with warehouse use, operation, and efficacy. Notwithstanding anything contained in this Agreement, De-identified Data shall not contain (i) any Proprietary Information of Company, (ii) any information that identifies or can be reasonably used to identify an individual person, (iii) any information that identifies or can be reasonably used to identify Company or its affiliates and their suppliers, or (iv) any information that identifies or can be reasonably used to identify any activities or behaviors of Company.

8.0 TRADEMARKS AND TRADE NAMES. Nothing in this Agreement confers upon either party any right to use the other party's Marks, except in Deposco's performance of the Services. All use of such Marks by either party will inure to the benefit of the owner of such Marks, use of which will be subject to specifications controlled by the owner.

9.0 LIMITED WARRANTY. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Deposco represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the Documentation under normal use and circumstances. Deposco further represents and warrants that it shall provide the Services in compliance with all applicable laws, including applicable data privacy and protection laws and regulations that govern the processing or personally-identifiable data (without limitation, names, physical addresses, email addresses, IP addresses), including but not limited to the General Data Protection Regulation (EU) 2016/679 ("GDPR") and California Customer Privacy Act ("CCPA"). Other than as expressly set forth in this Agreement, the Client Agreement, the General Terms, the Deposco

Information Security Policy, the Work Order and/or Statement of Work. Other than as expressly set forth in this section, neither Deposco, its affiliates, licensors or suppliers, nor their officers, directors, employees, shareholders, agents or representatives makes any express or implied warranties, conditions, or representations to company, or any other person or entity with respect to the Services or otherwise regarding this Agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty or condition of merchantability, the implied warranty against infringement, the implied warranty or condition of fitness for a particular purpose, and those arising from a course of dealing or usage of trade are expressly excluded and disclaimed. No warranty is made that use of the Services will be error free or uninterrupted, that any errors or defects in the Services will be corrected, or that the Services functionality will meet company's requirements. Deposco shall use commercially reasonable efforts to correct known errors or defects within the Service in order to achieve functionality consistent with the Documentation under normal use and circumstances.

10.0 LIMITATION OF LIABILITY.

10.1 LIMITATION OF REMEDY. In no event shall either party, its affiliates, licensors or suppliers, or any of their officers, directors, employees, shareholders, agents or representatives be liable to the other party, or any other person or entity for any indirect, special, incidental, exemplary or consequential damages or loss of goodwill in any way relating to this Agreement or resulting from the use of or inability to use the deliverables or the performance or non-performance of any Services, including the failure of essential purpose, even if either party has been notified of the possibility or likelihood of such damages occurring, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise.

10.2 MAXIMUM LIABILITY. In no event shall either party's liability for any damages to the other party regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise, exceed the fees received by Deposco under this Agreement during the three (3) months immediately preceding the events giving rise to such claim.

11.0 INDEMNIFICATION.

11.1 Mutual Indemnification. The parties will each indemnify, defend, and hold the other party harmless against all claims, actions or proceedings, arising out of any claim that any third-party software, any content, data, Marks or other Materials provided by Company and Deposco or its employees or inputted into the Deposco/Company

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Software, or the permitted use of the same by Deposco and Company, infringes or violates any third-party patent, copyright or trade secret right enforceable in the United States.

11.2 Third Party Software. During the term of this Agreement, Company may provide or make available to Deposco certain third-party software and other Company and third-party Materials in connection with Deposco performing Implementation or Support Services. Company represents and warrants that Company is authorized to provide Deposco such third-party software and Company and third-party Materials and that Deposco is authorized to use such third-party software and such Materials solely for the purpose of providing the Professional Services. In addition to any other indemnification obligations it may have under the Agreement, Company will indemnify, defend and hold harmless Deposco from and against any and all claims (including, but not limited to, claims of infringement of Intellectual Property Rights), liabilities, losses, damages, causes of action or injuries, together with costs and expenses, including reasonable attorneys' fees, arising out of or resulting from Company's failure to comply with the foregoing representations and warranties.

11.3 Obligations. Company and Deposco will pay damages, settlements, expenses, costs and reasonable attorney's fees, incurred by the other, arising out of the matters set forth in this Section, provided that such payment will be contingent on: (i) prompt notice by the indemnified party to the indemnifying party in writing of such claim to enable Company and Deposco, as the case may be, to defend or mitigate the same; (ii) cooperation by Deposco and Company in the defense and/or settlement thereof, at the indemnifying party's expense; and, (iii) the indemnified party allows the indemnifying party to control the defense and all related settlement negotiations, although the parties will consult with each other.

12.0 TERM AND TERMINATION.

12.1 Initial Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of three years following the Effective Date ("Initial Term"), unless earlier terminated as provided for below. Thereafter, the Initial Term shall automatically renew for successive periods of two (2) years each (each a "Renewal Term"), unless either party provides written notice (email acceptable) to the other party's CFO or similar at least 90 days prior to the end of the then-current Initial or Renewal Term of its intent to not renew the Agreement. Deposco shall give Company prior written notice of an upcoming

Renewal Term at least 90 days before the end of the then-current Initial or Renewal Term.

12.2 Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

- (a) By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party including the failure to pay any fees due to Deposco; or
- (b) By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws.

12.3 Effect. Upon termination of this Agreement for any reason, all rights and licenses granted by Deposco hereunder to Company will immediately cease. Within thirty (30) days after termination or expiration of this Agreement and so long as Company has paid all outstanding amounts due to Deposco, Deposco shall provide to Company a copy of Company's data on an agreed upon electronic media.

12.4 Survival. Termination of this Agreement or any Schedule will not affect the provisions regarding Deposco's or Company's treatment of Confidential Information and Trade Secrets, provisions relating to the payments of amounts due, indemnification provisions, or provisions limiting or disclaiming each party's liability, which provisions will survive such termination. Each party will indemnify, defend, and hold harmless the other party against all claims, actions, proceedings, losses and damages whatsoever arising out of or in any manner related to such party's: (i) unauthorized use or reproduction of the Deposco Software or the Customized Software; and (ii) violation of Section 7.2 of this Agreement.

13.0 GENERAL. This Agreement will be exclusively construed, governed and enforced in all respects in accordance with the internal laws (excluding all conflict of law rules) of the State of Georgia and any applicable federal laws of the United States of America, as from time to time amended and in effect. Each party agrees that any claim or cause of action whether in law or equity, arising under or relating to this Agreement shall be brought in a State or federal court in Fulton County, Georgia and each party hereby consents to the venue of such courts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply in any respect to this

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Agreement or the parties hereto. Notwithstanding the content of any Company purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; (iii) by a nationally recognized overnight courier service; or (iv) by facsimile (with confirmation copy available upon request) to the address set forth in the signature section of this Agreement, as may be amended by the parties by written notice to the other party in accordance with this Section. Company may not assign its rights and duties under this Agreement without the prior written consent of Deposco except that Company may assign this Agreement in whole as part of a merger, or sale of substantially all of its assets. Any assignment in violation of this Section shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto. No modification, extension or waiver of or under this Agreement shall be valid unless made in writing and signed by an authorized representative of the party sought to be charged therewith. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement. Deposco and Company shall not be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties. All Schedules attached to this Agreement or subsequently added hereto by mutual consent of the parties are incorporated into this Agreement for all purposes. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority

or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

**AGREEMENT****MASTER SAAS***TERMS AND CONDITIONS***GLOSSARY**

- 1.0 Company Software** means the software and/or any other materials owned or used by Company (other than the Deposco Software).
- 2.0 Deposco Server** means the hardware platform or network system owned or operated by, or on behalf of, Deposco where the Deposco Software resides and is accessed by Company via an internet connection to the server using an approved Web browser.
- 3.0 Deposco Software** means the Internet-based Deposco Software products and related Services provided by Deposco, that are more particularly described on Schedule A and that are accessible to Company and its End Users via a Web browser through the Internet for their use of the Software Services.
- 4.0 Derivative Works** means any suggestions, contributions, enhancements, improvements, additions, modifications, or Derivative Works to the referenced software or other materials.
- 5.0 Documentation** means the user documentation and any other operating, training, and reference manuals relating to the use of the Software Services, as supplied by Deposco to Company, as well as any Derivative Works thereof.
- 6.0 End User** means all Company agents and employees, whether full-time, part-time, on-leave, or on vacation who are authorized to use the Software Services and have been provided a password for the same.
- 7.0 Intellectual Property Rights** means any and all rights to exclude, existing from time to time in any jurisdiction, under patent law, copyright law, moral rights law, trade-secret law, semiconductor chip protection law, trademark law, unfair competition law, or other similar rights.
- 8.0 Marks** means service marks, trademarks, trade names, logos, and any modifications to the foregoing that may be created during the Term.
- 9.0 Materials** means data, materials, pictures, documentation, audio, video, artistic works, writings, and other works of authorship.
- 10.0 Services** means all services provided by Deposco under this Agreement including, without limitation, the Software Services and Support Services.
- 11.0 Systems Administrator** means an individual or individuals authorized by Company to contact Deposco regarding problems, errors, or technical questions concerning the Deposco Software.
- 12.0 Normal Business Hours** means Monday through Friday, 8am to 8pm Eastern Time.
- 13.0 Go-Live** means the activation of Company's production software environment.



SCHEDULE A

ORDER FORM AND FEES

This Schedule A - Order Form and Fees ("Schedule A") is between Deposco ("Deposco") and the undersigned ("Company Name").

EXPIRATION DATE OF ORDER FORM: 36 Months from Effective Date

TERRITORY: North America

Deposco Software Services	Subscription Fees
Solution Bundle Total	\$165,000/ year <ul style="list-style-type: none"> Invoiced annually beginning on Effective Date
Deposco Bright Warehouse Application: Includes: <ul style="list-style-type: none"> Bright Warehouse Solution Users <ul style="list-style-type: none"> Unlimited Users for 1 Facilities <ul style="list-style-type: none"> Tejon Ranch, CA Deposco Bright Warehouse (Advanced Options): <ul style="list-style-type: none"> Rate Shopping 	<ul style="list-style-type: none"> Included in solution bundle fees Included in solution bundle fees Included in solution bundle fees
Deposco Bright Order Application: Includes: <ul style="list-style-type: none"> Enterprise Order Management Solution 	<ul style="list-style-type: none"> Included in solution bundle fees
Deposco Bright Socket Application: Includes: <ul style="list-style-type: none"> Bright Socket Solution Deposco Bright Socket (Socket Connectors): <ul style="list-style-type: none"> Standard Sockets <ul style="list-style-type: none"> UPS <ul style="list-style-type: none"> (1) instance included 	<ul style="list-style-type: none"> Included in solution bundle fees Included in solution bundle fees

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<ul style="list-style-type: none"> ○ FedEx <ul style="list-style-type: none"> ▪ (1) instance included ○ USPS/Stamps.com <ul style="list-style-type: none"> ▪ (1) instance included ○ DHL Express <ul style="list-style-type: none"> ▪ (1) instance included ○ DHL Ecommerce <ul style="list-style-type: none"> ▪ (1) instance included ○ Ontrac <ul style="list-style-type: none"> ▪ (1) instance included 	
<p>Deposco Bright Performance Application:</p> <p>Includes:</p> <ul style="list-style-type: none"> • Standard Dashboard and Reporting Solution <p>Deposco Bright Performance:</p> <ul style="list-style-type: none"> • Data Archive 	<ul style="list-style-type: none"> • Included in solution bundle fees • Included in solution bundle fees

Deposco Professional Services	Service Fees
Professional Services Total	\$220,520 <ul style="list-style-type: none"> • \$185/hour applied to the first 1192 project hours completed
<p>Deposco Professional Services</p> <ul style="list-style-type: none"> • Deployment Retainer • Ongoing Professional Services • Reasonable and Customary Travel Expenses 	<ul style="list-style-type: none"> • \$43,216 due at signing and will be applied to Implementation Services. Remaining professional services billed as incurred. • \$205/hour applied to professional services completed beyond the initial (rate will remain valid for one year from date of Agreement; may be adjusted thereafter) • At cost (billed as incurred), subject to Section 2 of the Special Terms below

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Other Items	Service Fees
Deposco Bright Cloud Solution: Includes: <ul style="list-style-type: none"> Tier 2 Solution (2) Tenant Environments: <ul style="list-style-type: none"> (1) Production (1) Sandbox Disaster Recovery Service 	<ul style="list-style-type: none"> Included with bundle subscription fees
Deposco Support Services: Deposco support services are detailed in Schedule B. <ul style="list-style-type: none"> Support Package Level 1 Support Package Level 2 Support Package Level 3 	<ul style="list-style-type: none"> Included with bundle subscription fees Additional \$2,000 / month Additional \$3,000 / month <p>Support Package Levels 2 and 3 billed monthly as incurred (15 days advance notice required).</p>

Special Terms

- Each party shall present for review and approval to the other party prior to public dissemination all press releases, marketing materials, advertisements and other external communications in which either party directly references the other party by name or reasonably infers a relationship. Each party's approval of such communications will not be unreasonably withheld or delayed and will be deemed given if no contrary indication is received from the other party within seven (7) days from the date the notice is received. Upon Company's approval, Company agrees to participate in the following marketing activities: (1) a joint press release; (2) limited interviews with press and analysts related to the press releases; (3) presentations at trade shows; (4) on-site demonstrations during normal business hours to potential clients of Deposco; and (5) one case study. Company grants Deposco permission and a limited license to use Company's logo(s) to identify Company as Deposco's client on Deposco's website and in sales presentations. Company also agrees to provide reference by telephone call, for Deposco's prospective client(s).

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SCHEDULE A

ORDER FORM AND FEES

2. Deposco shall obtain Company's prior written consent before incurring any travel and related expenses. Upon receiving Company's consent, Deposco may invoice Company for such expenses pursuant to the Agreement.



SCHEDULE B

SUPPORT SERVICES

This Schedule B — Support Services Package ("Schedule B") is between Deposco ("Deposco") and the undersigned ("Company").

1.0 DEFINITIONS. As used in this Schedule B, and in addition to any other terms defined herein, the capitalized terms used herein will have the meanings set forth in the Glossary at the end of the Agreement Terms and Conditions.

2.0 MAINTENANCE SERVICES.

2.1 Deposco's General Responsibilities. During the Term of this Agreement and with respect to the Deposco Software, Deposco will provide the following Maintenance Services for Support Services Package Level 1:

- (a) Respond to any defect report it receives in accordance with the schedule set forth in Section 2.2 below;
- (b) **Support Services Package Level 1** - Maintain a telephone number and technician to receive calls on a five (5) days a week, twelve (12) hours a day basis, nationally recognized holidays and specific Deposco holidays, excepted, which include New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Eve and Christmas Day, concerning emergency problems and questions;

Support Services Package Level 2 (applicable fees provided in Schedule A) - Maintain a telephone number and technician to receive calls on a seven (7) days a week, twelve (12) hours a day basis, nationally recognized holidays and specific Deposco holidays, excepted, which include New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Eve and Christmas Day, concerning emergency problems and questions;

Support Services Package Level 3 (applicable fees provided in Schedule A) - Maintain a telephone number and technician to receive calls on a seven (7) days a week, twenty four (24) hours a day basis, nationally recognized holidays and specific Deposco holidays, excepted, which include New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day,

Thanksgiving Day, and day after Thanksgiving, Christmas Eve and Christmas Day, concerning emergency problems and questions;

- (c) Clarify functions and features of the Software Services during Deposco's normal business hours;
- (d) Provide technical support and guidance in the operation of the Software Services to Company's Systems Administrator during Deposco's normal business hours;
- (e) Provide error analysis and correction as set forth in the schedule in Section 2.2 below;
- (f) Provide prompt notification and assistance, at Deposco's reasonable discretion, in the event Deposco determines a problem that is covered by this Section exists; and
- (g) Provide a designated, knowledgeable support contact for providing technical support, who may be changed from time to time.

2.2 Response Times. Deposco will use commercially reasonable efforts to provide Support Services during Deposco's normal business hours in accordance with the following response times (Classification will be determined by the support specialist):

Severity Level	Severity Classification	Response Goal Time	Resolution Goal Time
S1	Critical	1 hour	8 hours
S2	Significant	4	2 business days
S3	Less Significant	24	5 business days



SCHEDULE B

SUPPORT SERVICES

S4	Low	24	Next Release
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"Response Goal Time" is the time for a return call from Deposco to Company to acknowledge the defect and to estimate the time for providing the resolution.

"Resolution Goal Time" is the time to provide a documented fix or repair (which may be a workaround) that restores full functionality. Any such fix will be deemed an "Update".

Severity Classifications:

S1 / Critical: is a defect or issue where Company's production use of the system is stopped or so severely impacted that the Company cannot reasonably continue business operations. It may result in a material and immediate interruption of Company's business operation that may result in a loss of Company data and/or restrict availability to such data and/or cause significant financial impact.

S2 / Significant: means a defect or issue where one or more important functions of the system are unavailable with no acceptable alternative. Company's production use of the system is continuing but not stopped; however, there is a serious impact on the Company's business operations.

S3 / Less Significant: means a defect or issue where: (a) important select system features are unavailable but a reasonable alternative is available, or (b) less significant system features are unavailable with no reasonable alternative; Company's experience a minor loss of business operation functionality.

S4 / Low: means (a) a defect or issue that has a minimal impact on Company operations or basic functionality of the system or (b) Company poses questions regarding basic functionality of the system.

2.3 Additional Charges. If a problem reported (or if Company otherwise requests assistance) is outside

the scope of this Section, Deposco will notify Company to that effect and reserves the right to charge Company pursuant to the hourly rate set forth in Schedule A, for which Company agrees to pay Deposco pursuant to the Terms and Conditions of the Agreement. If a reported problem is a result of Company's creation of Customized Software, Deposco will charge Company on time and materials basis for such Maintenance Services for the second incident of providing such services and all further incidents thereafter pursuant to the hourly rate set forth in Schedule A.

2.4

Company's General Responsibilities.

Company will be responsible for: (a) Reporting errors promptly; (b) Providing sufficient information for Deposco to duplicate the circumstances of a reported defect or duplicate the error, as described in the Documentation, so Deposco can duplicate the error, assess the situation, and/or undertake any needed or appropriate corrective action hereunder; (c) Otherwise following instructions or suggestions from Deposco regarding use, maintenance, upgrades, repairs, workarounds, or other related matters; and (d) Designating two (2) members of its staff to serve as Company's System Administrators to contact Deposco with support issues. Company understands and agrees that Deposco's successful response and provision of Support Services to Company is subject to Company's assistance and compliance regarding (i) at Deposco's reasonable request, Company will provide Deposco with reasonable access to Company's personnel and equipment during normal business hours to discuss and assess any problems and/or requests for assistance; and (ii) Company will document and promptly report to Deposco all errors or malfunctions of the Software Services. It is Company's responsibility to carry out procedures necessary at Company's facilities for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Deposco.

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