End User License Agreement

(Subscription On Premise)

This End-User License Agreement (this "Agreement") is a legal contract between you, as either an individual or a single business entity, and Acumatica, Inc. ("Acumatica").

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1.2. Scope of Use. You may use (i) one copy of the Software activated by a license key on a single server (virtual or physical) owned, leased, or otherwise controlled by you, at a single time, and (ii) only on the type of data base server licensed by you; provided, the database for the Software may reside on a separate single server. If you have multiple license keys for the Software, you may make and use as many copies of the Software as you have license keys. For purposes of this Agreement, "use" of the software means loading the Software into the temporary or permanent memory of a computer. Installation of the Software on a network server solely for distribution to other computers is not "use" of the Software, and is permitted, as long as you have a license key for each server (virtual or physical) to which the Software is distributed and for each data base server being accessed by the Software. The Software may not be used on or distributed to a greater number of computers than you have license keys. You may also use a reasonable number of copies of the Software for testing, off-line archival purposes, and training on a non-production server. No other right or license to use or make copies of the software is granted or implied. Without limiting the

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1.4. Operating Environments. You acknowledge that Acumatica licenses the Software for use with (1) operating environments (web browsers, cloud services, servers, peripherals, database management systems and operating systems) supported by Acumatica, or (2) operating environments compatible with those supported by Acumatica. Acumatica makes NO representation as to what environments are compatible with supported operating environments.

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2. Intellectual Property and Confidentiality

2.1. Use Reporting, License Violations and Remedies. Acumatica reserves the right to gather data on key usage including license key numbers, server IP addresses, domain counts and other information deemed relevant, to ensure that our products are being used in accordance with the terms of this Agreement. Acumatica expressly prohibits simultaneous, multiple installations of our

licensed products and domain count overrides without prior written approval. Any unauthorized use shall be considered by Acumatica to be a violation of this Agreement. Acumatica reserves the right to remedy violations immediately upon discovery, by giving written notice thereof to you and changing the then current list price of unauthorized keys to the credit card used to make the original, authorized purchase, or by any other means necessary. You agree not to block, electronically or otherwise, the transmission of data required for compliance with this Agreement. Any blocking of data required for compliance under this Agreement is considered to be violation of this Agreement and will result in immediate termination of this Agreement pursuant to Section 4.

2.2. Loss of License Key. If your license key is stolen, or if you suspect any improper or illegal usage of your license outside of your control you should promptly notify Acumatica of such occurrence. A replacement license will be issued to you and the suspect license will be allowed to expire.

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5. Remedies, Indemnification

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5.2. You will, at your own expense, indemnify and hold Acumatica, and its subsidiaries and affiliates, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising out of any use of the Software by you, any party related to you, or any party acting upon your authorization in a manner that is not expressly authorized by this Agreement.

6. Limited Warranties; Disclaimer

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6.2. Exclusive Remedies. In the event of any breach of the limited warranty in Section 6.1(i), Acumatica will use reasonable effort, at its expense, to make available to you corrections sufficient to eliminate any demonstrable breaches within thirty (30) days of notice of the breach. In the event of any breach of the warranty in Section 6.1(ii), Acumatica will promptly cure, at its expense, the breach. If Acumatica fails to provide the remedies specified in this Section within a reasonable period of time, but in no event more than thirty (30) days of notice of the breach, you may elect, as your exclusive remedy, to terminate the license and return the Software and receive a refund of the subscription fees paid by you for the Software.

6.3. Purchase of License From Third Parties. If you obtained the Software from a third party (such as a reseller), you must report breaches of the limited warranties specified in Section 6.1 to the third party, and the remedies specified in Section 6.2 shall be provided to you by the third party, and not directly by Acumatica.

6.4. Disclaimers. EXCEPT AS PROVIDED IN THIS SECTION 6, ACUMATICA DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT AUTHORIZED BY LAW. WITHOUT LIMITING THE

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8. General Terms

8.1. Governing Law and Choice of Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington, without regard to the conflicts of law rules thereof.

8.2. Severability. If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

8.3. Survival. Articles 2, 5, 6, 7, and 8 of this Agreement and all Sections thereof, shall survive the termination of this Agreement, regardless of the cause for termination, and shall remain valid and binding indefinitely.

8.4. Headings. The Article and Section headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.5. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

8.6. Right To Use Name. Unless you provide Acumatica with written notice to the contrary, you give Acumatica the right to use your name in print, on-line, and in other multimedia advertising and marketing materials for the purpose of disclosing that you are a customer of Acumatica.

8.7. Amendment. Acumatica reserves the right, in its sole discretion, to amend this Agreement from time to time. If there is a conflict between this Agreement and the most current version of Acumatica's End User License Agreement, posted at www.acumatica.com, the latter will prevail. If you do not accept amendments made to this Agreement, then this agreement will be immediately terminated pursuant to Section 4.

8.8. Taxes. You shall, in addition to the subscription fees required under this Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of Acumatica. You shall reimburse Acumatica for the amount of any such taxes or duties paid or incurred directly by Acumatica as a result of this transaction.

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