

## **Avensia Storefront Software Subscription Agreement**

The Avensia Storefront Maintenance Program includes Upgrades. Upgrades are free of charge for as long as Licensee is enrolled in the Maintenance Program. Licensee will automatically be included in the Maintenance Program and will be charged an annual fee of 20% of the listed retail cost of all software purchased. Three years after the date of the initial purchase and each three-year anniversary thereafter, Licensor may adjust the Maintenance Program charge then in effect for all software purchased under this Agreement to 20% of the Licensor's then current retail prices.

Licensee may cancel the Maintenance Program by providing Licensor with 90 days' notice prior to the end of any 12-month Maintenance Program period. Licensor may cancel the Maintenance Program upon Licensee's failure to pay timely any applicable Maintenance Program charge. A cancelled Maintenance Program may not be renewed except upon payment of double the amount of fees that would have been paid during the lapsed period.

### **Releases and Fixpacks of Avensia Storefront software**

"Fixpack" as used in this Agreement means a specific, targeted fix to a discrete problem in the use or functionality of the Avensia Storefront software that Licensor in its sole discretion defines to constitute a "Fixpack" and may from time to time provide to Licensee.

"Release" as used in this Agreement means a new version of some or all of the Avensia Storefront software, or an improvement in the use or functionality of the Software more substantial than a Fixpack, that Licensor in its sole discretion defines to constitute a "Release" and may from time to time provide to Licensees enrolled in the Avensia Storefront Maintenance program. Licensee expressly acknowledges that Releases and Fixpacks may change functionality of the Software and integration with other systems, or not be backward compatible with earlier versions of Avensia Storefront software. Installation of Releases and Fixpacks is the choice and responsibility of Licensee. To the extent that operation of the Avensia Storefront software is affected by problems in standard software, including, but not limited to, Windows Server and Windows Server features such as, but not limited to, IIS, SQL Server and the Microsoft.Net framework, then Licensee shall install updates to such standard software per Licensor's specifications in order to resolve these issues. Licensor has no control over such standard software, and cannot assure that problems with such standard software will be corrected, or that such corrections will be made in a timely manner.