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**BY CLICKING “I AGREE”, OR BY INSTALLING OR USING THE EDGE® SOFTWARE, YOU SIGNIFY YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, THEN YOU ARE NOT PERMITTED TO INSTALL OR USE THE EDGE® SOFTWARE.**

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4. **BUSINESS USE.** The terms and conditions in this section 4 apply if you rent or purchase an Edge® software license for business use.

**4.1. MONEY BACK GUARANTEE.**

- 4.1.1. **Software license purchase.** If you are purchasing your Edge® software license, then within one year of purchase we will, within 30 days after your written request, refund your entire Edge® software license fee, and terminate your Edge® software license.
- 4.1.2. **Software license rental.** If you are renting your Edge® software license, then within the first year of your rental we will, within 30 days after your written request, refund your Edge® software license rental fees (up to a maximum of 12 months’ rent), excluding that portion of the rent allocated to technical support, and terminate your Edge® software license.
- 4.1.3. **Exclusions.** This guarantee applies only to The Edge® software license fee; any other products or services you may have purchased from us are excluded. This guarantee does not apply if you have, are, or will soon be: i) going out of business, or ii) transferring ownership of the business, or iii) filing for bankruptcy.

4.2. **LIMITATIONS ON INSTALLATION AND USE.** You agree not to install or use The Edge® software for business purposes except in the specific store or office locations for which you have paid. You agree not to use The Edge® software for business purposes on more than the number of computers for which you have paid.

4.3. **OPERATING ENVIRONMENT.** The Edge® is intended to run as a locally installed desktop application on IBM-PC compatible computers under the Microsoft Windows family of

operating systems, Windows 7 or higher, up to and including Windows 8.1 and Windows Server 2008 R2. The Edge® is not intended to run in environments other than those specified herein; any failure to run or diminished capacity under any other environment (including but not limited to other versions of Windows, Apple Hardware, Terminal Services, Citrix, VMWare, cloud environments, or virtual environments) shall not be construed as a breach hereof or as non-performance hereunder on our part.

#### **4.4. TECHNICAL SUPPORT.**

- 4.4.1. **Software license purchase.** If you are purchasing your Edge® software license, then we will provide reasonable and customary technical support for The Edge® software, at no additional cost to you, for a period of six months commencing on the date of purchase. Thereafter, you may purchase a support contract according to the terms of a separate agreement.
- 4.4.2. **Software license rental.** If you are renting your Edge® software license, then a portion of your rental fee is allocated to technical support, and we will provide reasonable and customary technical support for The Edge® software, at no additional cost to you, for as long as you rent the license, provided that your account is in good standing.
- 4.4.3. **Exclusions.** We are not obligated to provide support for any software or equipment that you did not purchase from us. We are not obligated to provide support for The Edge® or any other software or equipment that you are using contrary to our intent, advice, or recommendations, even if you did purchase it from us. We are not obligated to reimburse you for any expenses you might incur with respect to paying a third-party technician, even if the technician discovers a defect in The Edge® software.

#### **4.5. LICENSE EXPIRATION.**

- 4.5.1. **Software License Purchase.** If you are purchasing your Edge® software license, then you will receive a non-expiring license file after you have paid your license fee in full. You must install your updated license file in each store. Until you have paid in full, you will have a license file with an expiration date. The Edge® software will warn you when your license file is about to expire. If your license does expire, your Edge® software will stop working.
  - 4.5.2. **Software License Rental.** If you are renting your Edge® software license, then your license will expire if and when your rent is 30 days past due. It is your obligation to ensure that you pay your rent on time; we are not obligated to invoice you for any rent payment.
  - 4.5.3. **Service Interruption.** You agree that The Edge® software interruption due to non- payment, or due to your failure to install an updated license file, shall not be construed as a breach of this agreement on our part.
- 4.6. **LIMITATIONS ON TRANSFER OF LICENSE.** You may not sell or otherwise transfer your license to another party without our written approval. We will require a transfer fee, which will cover the cost of initial technical support, user training, and administrative

costs. If the new licensee requires data conversion, that will be available at additional cost.

5. **UPDATES.** This agreement applies to any and all updates, supplements, or add-on components, of The Edge® software that we may provide to you or make available to you, unless we provide other terms along with the update, supplement, or add-on component.
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8. **TERMINATION.** Without prejudice to any other rights, we may terminate this agreement if you fail to comply with the terms and conditions of this agreement.
9. **EFFECT OF TERMINATION.** Upon termination of the agreement for any reason, you must cease using The Edge® software, remove it from all of your computers, and return to us or destroy all copies in your possession.
10. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE TO YOU THE EDGE® SOFTWARE, AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS; AND WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE EDGE® SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, THE EDGE® SOFTWARE, AND RELATED CONTENT THROUGH THE EDGE® SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE EDGE® SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE EDGE® SOFTWARE.
11. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, THE EDGE® SOFTWARE, AND RELATED CONTENT

THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY BY US, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **LIMITATION OF LIABILITY AND REMEDIES.** NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO A REFUND OF YOUR EDGE® SOFTWARE LICENSE FEE. UNDER CIRCUMSTANCES WHERE YOU ARE USING THE EDGE® SOFTWARE WITHOUT HAVING PAID AN EDGE® SOFTWARE LICENSING FEE, THEN OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ONE DOLLAR. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

### 13. MISCELLANEOUS.

- 13.1. **HEADINGS.** The headings appearing at the beginning of the sections contained in this agreement have been inserted for identification and reference purposes only and shall not be used to determine the construction or interpretation of this agreement.
- 13.2. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The locale of the arbitration shall be in Connecticut, and the Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
- 13.3. **GOVERNING LAW AND JURISDICTION.** This agreement will be governed by Connecticut law, without regard to its conflicts of law principles, and applicable federal law. The parties hereby agree that the exclusive jurisdiction and venue for any litigation other than the enforcement of an arbitration award shall be the state or federal courts of CT.
- 13.4. **BINDING EFFECT AND ASSIGNMENT.** This agreement shall be binding upon the parties hereto, their heirs, successors, and assigns. References to either party shall include their heirs, successors, and assigns.
- 13.5. **MODIFICATION OF AGREEMENT.** No modification or amendment of any provision of this agreement shall be binding unless it is in writing and signed by both parties.
- 13.6. **SEVERABILITY.** If any term, provision, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Furthermore, if any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable strictly by reason of duration, degree, or scope, then it shall be construed by limiting and reducing it, so as to be enforceable to the maximum extent compatible with applicable law.

13.7. **ENTIRE AGREEMENT.** This agreement contains the entire understanding between the parties hereto and supersedes all previous communications, representations and contracts, oral or written, with respect to the subject matter hereof.