

Edge Service Contract

WHEREAS Abbott Jewelry Systems, Inc., having their primary place of business at 3 Corporate Drive, Suite 215, Shelton, Connecticut 06484, (“VENDOR”, “WE”, “OUR” or “US”) offers “Edge[®],” a retail jewelry store management software package (“EDGE”), and support services therefore, and

WHEREAS _____, (“CUSTOMER”, “YOU”, or “YOUR”) having a place of business at _____

has previously purchased a license to use Edge and now wishes to obtain technical support therefore,

NOW THEREFORE, each party agrees as follows:

1. **TERM.** This agreement shall take effect upon receipt of all amounts due hereunder, and shall remain in effect until _____, unless terminated earlier in accordance with the terms and conditions herein. Late payment of the amounts due hereunder shall not extend the termination date hereof.
2. **FEE.** For the services to be provided hereunder, You agree to pay us, in advance, the annual fee of \$ _____.
3. **EARLY TERMINATION.** Without prejudice to any other rights, either party has the right to terminate this agreement if the other party fails to comply with the terms and conditions of this agreement. In the event of early termination, we will refund a pro-rated portion of your fee.
4. **NO EFFECT ON EULA.** Nothing herein shall be construed in such a way as to modify the Edge End User License Agreement (EULA).
5. **RENEWAL.** You may renew this agreement in one year increments, subject to the following terms and conditions.
 - 5.1. **RENEWAL FEE.** The annual renewal fee will be calculated at 20% (twenty percent) of the full retail price of your Edge configuration as of the time of the

renewal. However, we reserve the right to change this price calculation without prior notice.

- 5.2. **RENEWAL DATE**. We reserve the right to adjust your renewal date and pro-rate the renewal fee accordingly.
- 5.3. **LATE RENEWAL PENALTY**. If this agreement lapses for less than 90 days, you may renew it at full price, but it will still expire on the same date as if you paid it on time.
- 5.4. **REINSTATEMENT PENALTY**. If this agreement lapses for more than 90 days, then we are not obligated to renew it. At our sole discretion, we might allow technical support to be renewed at full price plus a penalty, currently 25% (twenty-five percent) of the full-year price. We reserve the right to change the penalty calculation without prior notice.
- 5.5. **ACCOUNT IN GOOD STANDING**. We reserve the right to refuse to renew your technical support agreement if you have a history of late or missed payments.
- 5.6. **FAILURE TO MEET YOUR OBLIGATIONS**. We reserve the right to refuse to renew your technical support agreement if you fail to meet any of your obligations under this agreement.

6. **YOUR OBLIGATIONS**.

- 6.1. **REGISTRATION**. It is your responsibility to register at www.EdgeUser.com in order to get software updates and other support services. If you change your email address, you must update your profile at www.EdgeUser.com. We are not obligated to provide updates via any other mechanism.
- 6.2. **INTERNET CONNECTION**. You must have an Internet connection in each store. You pay the cost for your own Internet connection and/or equipment. Some Edge functions and most support functions rely on the internet. We strongly recommend that you get a high-speed Internet connection such as DSL or Cable; dial-up Internet is not adequate. We might attempt to assist you if you do not have high-speed Internet, but we are not obligated to do so. We might attempt to assist you with Internet setup and connection issues, but we are not obligated to do so.

- 6.2.1. We reserve the right to recommend changes, including but not limited to:
Upgraded equipment, Internet speeds, IP addresses, etc.
- 6.3. **PRIMARY CONTACT**. You must designate one primary contact for all technical issues. If you have multiple stores, you may designate one contact per store. We might attempt to assist other individuals in your organization, but we are not obligated to do so.
- 6.4. **TRAINING**. You must ensure that your primary contact(s) have been properly trained on the use of Edge. We might attempt to assist individuals who have not been properly trained, but we are not obligated to do so.
- 6.5. **LOCAL TECHNICIAN**. It is your responsibility to find and maintain a relationship with a technician in your local area. We reserve the right to request collaboration for proactive or troubleshooting purposes. **Any fees charged in relation to these services are the responsibility of you, the user.**
- 6.6. **DATA BACKUP**. It is your responsibility to establish a reliable daily data backup procedure. We might assist you with setting up backup, but we are not obligated to do so. We might assist you with recovering lost data, but we are not obligated to do so. If we do attempt to assist you with backup or recovery, you must make your local technician available to us if we ask.
- 6.7. **RESPONSIBILITY FOR RENEWAL**. You are responsible for initiating renewal of this agreement, even if we do not send you an invoice in advance. Edge will warn you each time it starts up, beginning 30 days before this agreement expires.
- 6.8. **LICENSE UPDATE**. When you renew your support agreement, we send you a new license file. You are responsible for installing the new license file. Failure to install the new license file will result in an inability to install software updates.
- 6.9. **ENVIRONMENT**. It is your responsibility to maintain an environment that meets, or exceeds, our system requirements. We will provide you with the current system requirements upon request, for any requested installation. The updated system requirement document can be accessed on demand at EdgeUser.com. We reserve the right to update our system requirements at any time without prior notice.

- 6.9.1. We reserve the right to advise changes to your environment, including but not limited to: Upgrading your server and/or workstation PCs, Firewall or other antivirus exclusions, User account permissions, Local/Domain settings, etc.

7. **OUR OBLIGATIONS.**

- 7.1. **HOURS of SERVICE.** We will provide technical support Monday through Friday, between the hours of 9:00 a.m. and 5:30 p.m. Eastern time, excluding federal holidays as posted on the US Postal Service website. We also reserve the right to staff at lower levels on the day before and the day after a federal holiday.
- 7.2. **EMERGENCY HOURS.** We will provide emergency service on Saturdays from 10:00 a.m. to 6:00 p.m. Eastern Time, and Monday through Friday from 5:30 p.m. to 9:30 p.m. Eastern Time, except for major holidays that will be announced in advance. Emergencies are defined as system malfunctions that prevent basic system operation. If, during this time, you request technical support that is not considered a true emergency, we will ask you call back during our regular hours of service.
- 7.3. **OFF HOURS.** We might sometimes monitor email for emergencies outside of the above hours of service, but we are not obligated to do so.
- 7.4. **EDGE TECHNICAL SUPPORT.** We will provide technical support for Edge, when used as we intended and according to our recommendations, on one or more computers conforming to our specifications, up to the number of computers and locations specified in your Edge license.
- 7.5. **SUPPORTED VERSIONS.** We will provide assistance with any version of Edge less than one year old, but you hereby acknowledge that many problems can only be corrected by upgrading to the most recent version.
- 7.6. **SUPPORT VIA EMAIL.** Email **SUPPORT@AJSLLC.COM** for technical support. Email allows us to efficiently categorize, file, and research issues and answers. We urge you to send your support requests via email whenever possible.
- 7.7. **LIVE PHONE SUPPORT.** Call **(877) 844-0002** for technical support. We maintain an automated phone system for technical support, which queues callers for the next available **technical support receptionist**. If you choose to exit the queue, you may

leave a voice message which automatically creates a case for the support case queue.

7.8. **RESPONSE TIME.** We will make all reasonable efforts to respond to all support emails and phone calls within one business day.

7.9. **REMOTE CONTROL.** We provide remote control software (currently "Go To Assist") at our own expense for the purposes of troubleshooting, file transfer, and problem resolution. Please do not attempt to connect via remote control unless we have instructed you to do so. We are not obligated to accept unsolicited remote control connections.

7.10. **SUPPORT WEB SITE.** We provide a support web site, www.EdgeUser.com, for the purposes of self-service downloads and community forums. This site operates unattended "24/7" except for reasonable periods for maintenance. We might respond to postings on the community forums, but are not obligated to do so; the community forums are not a substitute for technical support. Access to www.EdgeUser.com is limited to registered users. Registration requests are typically processed on the same or the next business day.

7.11. **SOFTWARE UPDATES.**

7.11.1. **BUG FIX UPDATES.** We will make reasonable efforts to correct any defects in Edge, and/or provide operational workarounds. We typically post bug-fix updates six times each year, but we are not obligated to adhere to any specific schedule. You are entitled, without additional expense, to any bug-fix updates that we post prior to the expiration of your support agreement.

7.11.2. **FUNCTIONALITY UPDATES.** We typically post Edge updates containing new and/or additional functionality three times each year, but we are not obligated to post any functionality updates at all and do so only at our sole discretion. We typically provide functionality updates free of charge to customers with technical support agreements, but we reserve the right to charge a fee for some or all future functionality updates.

7.11.3. **DELIVERY.** All updates are delivered via internet download at www.EdgeUser.com. We are not obligated to deliver updates any other way.

7.11.4. **UPDATE NOTIFICATIONS.** We send notification of available updates via email to registered users of www.EdgeUser.com and/or with a post on The Edge Newsfeed, which is accessed via the NEWS tab in The Edge program. We are not obligated to provide any other form of notification.

7.11.5. **ELIGIBILITY.** You are only entitled to software updates issued before the expiration date of your support agreement. If you install an update issued after your support agreement expires, then Edge will no longer run. We might assist you with getting a previous version of Edge to run again, but we are not obligated to do so.

8. **EXCLUSIONS.**

8.1. **TECHNICAL SUPPORT AGREEMENT NOT IN FORCE.** We are not obligated to provide technical support if a technical support agreement is not in force.

8.2. **CHANGES.** We welcome and appreciate your suggestions and have incorporated hundreds of customer suggestions in the past, but we are not obligated to incorporate any suggestions or change requests at all. You agree that by making a suggestion you grant us the right to use your ideas without compensating you in any manner whatsoever.

8.3. **MISUSE.** We are not obligated to help you use Edge contrary to our intent or recommendations.

8.4. **OTHER PRODUCTS OR SERVICES.** We are not obligated to help you with any products or services that you did not buy from us. We urge you to find a local technician for these purposes now, before any urgent need arises.

8.5. **TRAINING.** Technical support is not a substitute for training. We are not obligated to train you in the use of Edge under the guise of technical support. We urge you to contact training@ajsllc.com if you need training.

8.6. **DISASTER RECOVERY.** We are not obligated to help you recover from a disaster such as a fire or a hard disk crash. We urge you to establish a reliable daily data backup procedure.

8.7. **BEHAVIOR.** We do not discriminate or refuse service based on race, nationality,

and/or gender. We reserve the right to refuse service for any individual(s) which have spoken with a member of The Edge Team and Edge Team Management regarding improper, discriminatory, and/or rude behavior.

9. **OTHER LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.**

9.1. **RESERVATION OF RIGHTS AND OWNERSHIP.** We reserve all rights not expressly granted to you by this agreement. Edge is protected by copyright and other intellectual property laws and treaties. We and/or our suppliers own the title, copyright, and other intellectual property rights in Edge. Edge is licensed, not sold.

9.2. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** You are expressly prohibited from reverse engineering, decompiling, or disassembling Edge, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

9.3. **LIMITATIONS ON THIRD-PARTY INTERFACES.** You are expressly prohibited from permitting other software or systems to interface to Edge or connect to the Edge database, except as permitted by us in writing. Permitting such third party interface shall terminate both your service contract and your EULA without further recourse or refund.

9.4. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUPPLIERS PROVIDE TO YOU EDGE AND SUPPORT SERVICES AS IS AND WITH ALL FAULTS; AND WE AND OUR SUPPLIERS 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 EDGE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER

SERVICES, INFORMATION, EDGE, AND RELATED CONTENT THROUGH EDGE OR OTHERWISE ARISING OUT OF THE USE OF EDGE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO EDGE.

9.5. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR SUPPLIERS 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, EDGE, 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 AGREEMENT OR BREACH OF WARRANTY OF US OR ANY SUPPLIER, AND EVEN IF WE OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.6. **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

AGREEMENT OR ANYTHING ELSE), OUR (AND OUR SUPPLIERS') ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT, AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING, SHALL BE LIMITED TO THE LESSER OF A) THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON EDGE OR THIS AGREEMENT, OR B) UP TO THE AMOUNT YOU ACTUALLY PAID US FOR THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. MISCELLANEOUS.

10.1. **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.

10.2. **ARBITRATION**. Any controversy or claim arising out of or relating to this agreement 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.

10.3. **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.

10.4. **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.

10.5. **MODIFICATION OF AGREEMENT**. No modification or amendment of any provision of this agreement shall be binding unless it is in writing.

10.6. **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.

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

Customers of The Edge shall be directed, as per the invoices, to remit directly the invoiced amount for this outlined Edge Service Contract.

By remitting payment, parties agree to acceptance of the full terms outlined in the above Edge Service Contract.

Additional copies of this contract are available upon request, at any time, by contacting:
ADMIN@AJSLLC.COM