PURCHASER ACCEPTANCE

These Terms and Conditions constitute a binding contract between Licensee and Licensor and are referred to herein as either “Terms and Conditions” or this “Agreement”. Sold To entity listed on Acknowledgement ("Licensor") accepts these Terms and Conditions, for any reason the Licensor fails to accept or conflict with these Terms and Conditions set forth herein. Any terms proposed by Licensee which require acceptance of the Licensor in order to add to or vary from or conflict with these Terms and Conditions are hereby rejected by the Licensor unless agreed to in writing by the Licensor.

PRICES

The prices set forth on the Acknowledgement are based upon the quantity and type of Maintenance ordered by the Licensor. Clerical errors made by Licensor are subject to correction.

TERMS OF PAYMENT

Term. Payments on any approved order are due 30 days from date of invoice unless otherwise specifically stated on the reverse side thereof. Interest accrues on overdue invoices at the rate of 1% per month from the original due date of the invoice or the maximum amount allowed by law. Extended terms waiving interest charges must be arranged prior to shipment and approved by Licensor. All purchase orders are accepted subject to, and the obligation of Licensor to make delivery is subject to, the right of Licensor to require of the Licensee payment of any or all of the purchase price in advance of delivery or to make shipments C.O.D. If the Licensee fails to make advance payment when requested by Licensor, or becomes delinquent in the payment of any sum due to Licensor whether or not arising out of the sales order or refuses to accept C.O.D. shipments, then Licensor shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel the sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts of goods previously delivered to the Licensee. All payments shall be made in US dollars and are nonrefundable.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by the Licensee.

RELEASE OF INFORMATION

Neither party shall publish, distribute, or use any information developed under or about the existence of this Purchase Order, or use the other party's name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating a website content relating to the subject matter of this order. Any license under or title to such designs, data, information, or other rights must be the subject matter of a separate contract to be valid or binding on Licensor and anything in the order to which this acknowledgment or acceptance relates to the contrary is hereby expressly rejected and not accepted.

LICENSEE POINT OF CONTACT

Licensee shall establish provide a central point of contact with Licensor for any maintenance services. Licensee shall be responsible for installing any updates to the software provided to Licensee by Licensor shall cooperate with Licensor in providing access to Licensee's systems to the extent required to diagnose and/or resolve issues identified by Licensor concerning the software.

MAINTENANCE PROVIDED BY LICENSOR

Telephone Support: Telephone support is provided by Licensor between the hours of 8:00am and 5:00pm Pacific Standard Time at (949) 460-6762. Telephone Support is provided to Licensee in Point of Contact determined by Licensee at the beginning of the period of performance. Error Correction: Licensee shall submit written descriptions of all issues, errors and concerns within 30 days of the problem arising via email at SoftwareSupport@asw-inc.com. Licensor shall use reasonable efforts to correct and reproduce errors. Licensee shall provide Licensor all additional data to assist Licensor with the resolution of the problem. Licensor shall provide Licensor with an error correction through a temporary fix. Licensor shall only provide error corrections for the most current release of the software.

Updates:
1. Licensor may provide updates to the software. Software updates may include error corrections, software enhancements and/or changes to the documentation.
2. If Licensor provides Licensor with reports of defects in the software or any changes or modifications proposed or suggested by Licensee (collectively "Customer Feedback"), Licensor shall have the right to use such Customer Feedback including, without limitation, the incorporation of such Customer Feedback into Licensor software products without any obligation to Licensor.

EXCLUSIONS TO MAINTENANCE

Maintenance services are not provided for:
1. Altered, damaged or modified software;
2. Software that are not either the current release as of the date Maintenance Services are rendered; or
3. Errors caused by Licensor’s or its agents or employees' negligence; hardware malfunction; or other causes beyond the control of Licensor;
4. Software installed in a hardware or operating environment not supported by Licensor; and
5. Third party software not licensed through and supported by Licensor.

TERM

Maintenance is provided by Licensor to Licensee for a one year from the date the Licensee’s order is received by Licensor. Licensee may not lapse the Maintenance coverage. If there is a lapse in Maintenance coverage, such that the software is not subject to coverage by the Maintenance, then Licensee may reestablish the Maintenance coverage paying the Maintenance fees which would have been paid had there not been a lapse in Maintenance coverage.

GOVERNING LAW

These Terms and Conditions, any statements of work, and any sale of software hereunder will be governed by the laws of the state of California, without regard to conflicts of laws rules or any arbitration or litigation will be brought EXCLUSIVELY IN ORANGE COUNTY, CALIFORNIA, AND LICENSOR CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHOOSE A FORUM. LICENSOR FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Exception in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Licensor under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or equity.

ARBITRATION

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including, but not limited to,brero, common law, intentional tort and equitable claims) arising from or relating to the Products, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, or any advertisement, or any related matters, is subject to the exclusive jurisdiction of the federal and state courts located in Orange County, California. Any arbitration hereunder shall be conducted pursuant to the rules of the American Arbitration Association. Neither Licensor nor Licensee will have the right to arbitrate that claim in court or to have a jury trial on that claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration provision or by agreement of the parties involved. Further, Licensee will not have the right to participate as a representative or member of any class of claimants pertaining to any claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (U.S.C. §§ 1-16). The arbitration will take place exclusively in Irvine, California. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation.

Version 02/2014