ANDROID-ERP SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

Version Dated January, 2019

This Android-ERP Software Support and Maintenance Agreement (hereinafter "Maintenance Agreement") describes the maintenance and support services to be provided by Yeppa Solutions, Inc. (hereinafter "Licensor") to licensed users of the Android-ERP Software (hereinafter "Licensee"). For purposes of this Maintenance Agreement, Licensor and Licensee may be referred to individually as a "Party" and jointly as the "Parties." All portions of this agreement will apply to both the Android-ERP software and Android-ERP Appliance (as defined below) unless otherwise specified herein.

1. Android-ERP Software

The term "Android-ERP Software" shall mean the computer program in object code only and the associated documentation such as user manuals and system administrator's manuals. The term "Android-ERP Software" also includes any corrections, bug fixes, enhancements, updates or other modifications created by Licensor, including modifications to such computer program and associated documentation.

2. Android-ERP Appliance

The term "Android-ERP Appliance" shall mean: i) any combination of Android-ERP Software and hardware provided by Licensor ("Android-ERP Hardware") as an integrated unit for use by Licensee in various document management and workflow applications in conjunction with a Android-ERP System; or ii) Android-ERP Software provided by Licensor for use by Licensee in conjunction with additional third party software and third party hardware provided or acquired by Licensee ("Licensee Hardware") to form an integrated unit for use by Licensee in various document management and workflow applications in conjunction with a Android-ERP System.

3. Scope of Maintenance Agreement

During the term of this Maintenance Agreement, as defined in Section 4 below, Licensor agrees to provide Standard Maintenance Services, Charged-For-Enhancements, Custom Programming Services, On-Site Support, Training, Third Party Integrations, and Professional Services, as defined below in Sections 5, 6, 7, 8, 9, and 10 for the Android-ERP Software, all in accordance with the terms and conditions of this Maintenance Agreement.

4. Term

a. *Effective Date*. This Maintenance Agreement shall take effect upon: i) delivery of the Android-ERP Software; or ii) the date Licensee uses the Android-ERP Software in the normal course of Licensee's business; whichever occurs first.

b. *Termination Date*. This Maintenance Agreement shall terminate upon the earlier to occur of (i) the effective date of a subsequent agreement concerning software maintenance services entered into between Licensee and Licensor, or (ii) an event listed in Section 17 below.

5. Standard Maintenance Services for Android-ERP Software

a. *Scope of Services*. During the term of this Maintenance Agreement, Licensor will provide Licensee the following Standard Maintenance Services for the Android-ERP Software, in accordance with the Product Life Cycle Policy available at www.erpdroid.com/contact-us

i. Corrections of material and/or defects in the Android-ERP Software so that the Android-ERP Software will operate substantially as described in the associated documentation.

ii. Periodic manual or automatic updates of the Android-ERP Software that may incorporate (A) corrections of any material and/or substantial defects, (B) fixes of any minor bugs provided by Licensor at no charge to other third-party licensees of the Android-ERP Software, and (C) at the sole discretion of Licensor, enhancements to the Android-ERP Software that provide additional functional capabilities to the Android-ERP Software.

iii. Telephone or Online support, offered by Licensor between the hours of 6:00 a.m. to 6:00 p.m., Mountain Standard Time, Monday through Friday, excluding federal holidays, to assist Licensee in using the Android-ERP Software. Licensee is solely responsible for any and all telephone toll charges associated with Licensee's use of the telephone support provided by Licensor. For the most recent version of the Android-ERP Support Policies and Service Levels, please refer to www.erpdroid.com/contact-us.

iv. The provision of the Standard Maintenance Services assumes that remote access for Licensor and/or Licensor's employees and agents has been granted by Licensee. If Licensee elects not to provide remote access at any time, any support will require an additional surcharge and/or additional charges as specified in Section 9.

v. As made generally available during the term of this Maintenance Agreement, Licensor will provide Licensee with all Android-ERP Software releases provided to other similarly situated licensees ("Software Assurance"). Upgrade service charges may apply in case of a major upgrade.

b. *Services Not Included*. Standard Maintenance Services specifically do not include, Charged-for-Enhancements (as defined in Section 7 below) that are offered, at Licensor's sole discretion, to licensees of the Android-ERP Software upon payment of an additional license fee, Custom Programming Services (as defined in Section 8 below), Onsite Support (as defined in Section 9 below), Training (as defined in Section 10 below), Third Party Integrations (as defined in Section 11 below), Professional Services (as defined in Section 12 below), hardware and/or related supplies. Additionally, Standard Maintenance Services do not include resolving problems caused by Licensee or Licensee's employees or agents. If a specific problem is reasonably determined to be caused by Licensee or Licensee's employees or agents, actual costs and hourly charges may apply for any support provided by Licensor.

6. Standard Warranty and Maintenance Services for Android-ERP Appliance

a. *Android-ERP Hardware*. The Android-ERP Hardware is obtained by Licensor from one or more third party hardware manufacturers and Licensor does not provide any service or repair for any Android-ERP Hardware. Accordingly, the Android-ERP Hardware shall be serviced and repaired or replaced in accordance with the standard terms and conditions of the manufacturer's then-current warranty and maintenance policy. This may include the use of used components or field replaceable components. A copy of the current warranty and maintenance policy for the Android-ERP Hardware can be found at www.erpdroid.com.

b. *Advance Replacement Service*. Licensor offers standard advance replacement service for verified defective Android-ERP Hardware. Upon receipt of proper notification of a defective Android-ERP Appliance by Licensor, Licensee shall be eligible to receive an advance replacement Android-ERP Appliance from Licensor using Licensor's Returned Material Authorization ("RMA") procedure. The current RMA procedure can be found at www.erpdroid.com/contact-us.

c. *Licensee Hardware*. Repairs, maintenance, and support for all Licensee Hardware shall be the sole responsibility of Licensee only.

d. *Third Party Software*. All third-party software and any standard operating system installed on any Android-ERP Hardware shall be maintained and updated in accordance with the third-party software provider's then-current warranty and maintenance policy.

e. *Additional Information*. Additional information regarding Android-ERP service level agreement terms and conditions can be found at www.erpdroid.com/contact-us.

7. Charged-For-Enhancements

From time to time, and at Licensor's sole discretion, Licensor may make available to Licensee certain Charged-for Enhancements to the Android-ERP Software that Licensee may license from Licensor upon payment of an additional license fee as established by Licensor. Charged-for-Enhancements generally include add-on modules to the base Android-ERP Software.

8. Custom Programming Services

Licensor may, upon written request of Licensee and mutual agreement as to the scope and charges for the requested services, provide Custom Programming Services to Licensee, including documentation that specifies the requested Custom Programming Services to be provided by Licensor and the associated fee to be paid by Licensee for the requested Custom Programming Services. Custom Programming Services may include, but are not limited to, development of custom computer programs and installation, training, and maintenance with respect to such computer programs.

9. On-Site Support

Licensor may, upon written request of Licensee and approval by Licensor, provide Licensee with On-Site Support at a mutually agreed-upon time. Licensee agrees to pay Licensor all reasonable costs associated with the provision of On-Site Support, including charges for (i) Licensor's personnel, (ii) actual charges for travel, lodging and miscellaneous expenses as substantiated by receipts, and (iii) any taxes pursuant to Section 14 below.

10. Training

Initial training will be provided in conjunction with the installation of the Android-ERP Software. Upon written request of Licensee, Licensor may provide additional Licensee training at a mutually agreed-upon time and place. Licensee agrees to pay Licensor all reasonable costs associated with this additional training, which may include: (i) charges for Licensor's personnel, which may include a surcharge for training conducted at Licensee's location; (ii) actual charges, as substantiated by receipts, for travel, lodging and miscellaneous expenses associated with training performed at a location other than Licensor's facilities; and (iii) taxes pursuant to Section 14 below.

11. Third Party Integrations

Licensor may, upon written request of Licensee and approval by Licensor, provide Third Party Integration services which may include, but are not limited to, development of custom computer programs for integration of the Android-ERP Software with third party systems, and installation, training, and maintenance with respect to such Third-Party Integrations.

12. Professional Services

Initial Professional Services will be provided in conjunction with the installation of the Android-ERP Software. These initial Professional Services will include initial installation, configuration, and modification of the Android-ERP Software as may be necessary for Licensee's use. Any additional services required after initial customer acceptance of the Android-ERP Software, to include expansions, upgrades, system configuration or migration, may be billed at Licensor's then standard service rate.

13. Maintenance Fee

a. *Amount of Fee*. Licensee agrees to pay Licensor a Maintenance Fee, in the amount set forth in the relevant invoice for the agreed-upon services, plus any taxes pursuant to Section 14 below, for Standard Maintenance Services provided by Licensor pursuant to this Maintenance Agreement.

b. *Resumption Fee*. Licensee acknowledges and agrees that if Licensee discontinues and then resumes purchase of Standard Maintenance Services, Licensee will be required to pay Licensor 50% of the Maintenance Fees for the period of discontinuance (Resumption Fee), plus the Maintenance Fee for the term of Standard Maintenance Services then commencing.

c. *Other Charges*. Licensee agrees to pay Licensor for any Licensee requested Charged-for-Enhancements, Custom Programming Services, On-Site Support, and Training in the amount and pursuant to the terms set forth in the invoice for such services.

d. *Alterative Maintenance Provisions*. After termination of this Maintenance Agreement, Licensee may elect to pay a mutually agreed-upon fee for Software Assurance only. Any other support and/or maintenance services requested by Licensee will be charged for in accordance with Licensor's then current fees for the requested support or services.

14. Payment Terms

a. *Due Date*. The Maintenance Fee is due annually in advance. Licensee agrees to pay the Maintenance Fee to Licensor on or before the Maintenance Fee Due Date set forth in the relevant invoice for the agreed-upon services. Licensee agrees to pay all other amounts due Licensor for services under this Maintenance Agreement in accordance with the payment schedule set forth on the invoice for the services.

b. *Payment*. Payment shall be in United States currency. In the event Licensee fails to pay any amount when due, Licensee agrees to pay interest on the unpaid amount at a rate equal to the prime rate plus one percent (1%) or the highest rate allowed by law, whichever is greater, plus all collection costs including attorneys' fees.

c. *Taxes*. "Taxes" means all federal, state, local and other taxes, including sales, use and property taxes, related to this Maintenance Agreement, Licensee's use of the Android-ERP Software, or any services provided by Licensor to Licensee related to the Android-ERP Software, excluding only taxes based on Licensor's net income.

15. Obligations of Licensee

a. *Licensee Contact*. Licensee shall notify Licensor of Licensee's designated Licensee Contact. To the extent practicable, Licensee's communications with Licensor will be through Licensee Contact.

b. *Installation*. Licensee agrees to install all corrections of substantial defects, minor bug fixes and updates, including any enhancements, for the Android-ERP Software in accordance with the instructions and in order of receipt from Licensor.

c. *Facility and Personnel Access*. Licensee agrees to grant Licensor reasonable access to Licensee's facilities and personnel concerned with the operation of the Android-ERP Software to enable Licensor to provide the services specified in this Maintenance Agreement. Failure to provide such access shall terminate this Maintenance Agreement.

d. *Connectivity*. Licensee must also ensure that the Android-ERP Software has outbound Internet access over port 80 so that the Android-ERP System can download updates to the Android-ERP Software and Operating System.

e. *No Reverse Engineering or Modification*. Licensee shall not reverse engineer, modify, enhance or otherwise alter the Android-ERP Appliance and/or Android-ERP Software, unless and only to the

extent specifically authorized in the associated documentation, or with the prior approval of Licensor or Licensor's designated agents.

f. *Error Documentation*. Upon detection of any error in the Android-ERP Software, Licensee, as reasonably requested by Licensor, agrees to provide Licensor a listing of output and any other data, including databases and backup systems, that Licensor may reasonably request in order to reproduce operating conditions similar to those present when the error occurred.

g. *Use of Authorized Consumables*. Licensee's use of the Android-ERP Software with other than Licensor's authorized consumables constitutes a violation of this Maintenance Agreement and may cause a termination event in accordance with Section 17. Additionally, Licensee shall provide advanced written notice to Licensor of Licensee's intent to use other than authorized consumables.

16. Limitations

No arbitration or other action under this Maintenance Agreement, unless involving death or personal injury, may be brought by either Party against the other more than one (1) year after the cause of action arises. Neither Party shall be liable to the other for lost profits or indirect, special or consequential damages arising out of this Maintenance Agreement, even if the Party has been notified of the possibility of such damages. Under no circumstances will liability exceed the amounts paid by Licensee to Licensor under this Maintenance Agreement.

17. Termination

Licensor shall have the right to terminate this Maintenance Agreement and all services provided pursuant to this Maintenance Agreement (i) upon termination of Licensee's Android-ERP Software License Agreement by either Party for any reason, or (ii) if Licensee or its employees or agents violate any provision of this Maintenance Agreement and Licensee fails to cure such violation within fifteen (15) days after receipt of written notice from Licensor. Upon termination of this Maintenance Agreement, no fees previously paid by Licensee shall be refunded.

18. Ownership

Licensee acknowledges that Licensor owns all proprietary rights, including patent, copyright, trade secret and other proprietary rights, in and to the Android-ERP Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Android-ERP Software.

19. General Provisions

a. Complete Agreement. The Parties agree that this Maintenance Agreement is the complete and exclusive statement of the agreement between the Parties regarding the subject matter of the Maintenance Agreement, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the Parties relating to the subject matter of this Maintenance Agreement.

b. *Amendment*. This Maintenance Agreement may not be modified, altered or amended except by written instrument, duly executed by both Parties.

c. *Waiver*. Any waiver, either expressed or implied, by either Party of any default by the other in the observance and performance of any of the conditions and/or covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

d. *Severability*. Except as otherwise set forth in this Maintenance Agreement, the provisions of this Maintenance Agreement are severable, and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall

nevertheless be binding between the Parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

e. *Governing Law*. This Maintenance Agreement shall be subject to and governed in all respects by the statutes and laws of the State of Arizona without regard to the conflicts of laws principles thereof. Courts of competent jurisdiction within the state of Arizona shall have exclusive jurisdiction and venue over all controversies in connection herewith, and each Party hereby consents to such exclusive and personal jurisdiction and venue.

f. *Read and Understood*. Each Party acknowledges that it has read and understands this Maintenance Agreement and agrees to be bound by its terms.

g. *Headings*. The headings to the Sections and Subsections of this Maintenance Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.

h. *Independent Contractors*. The Parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in this Maintenance Agreement shall be interpreted as constituting either Party the joint venture or partner of the other Party or as conferring upon either Party the power of authority to bind the other Party in any transaction with third parties.

i. *Limitation of Liability*. Licensor's liability under this Maintenance Agreement, if any, shall be limited to the amount of the fees paid to Licensor by Licensee in conjunction with the Android-ERP Software. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) RELATED TO THIS AGREEMENT OR RESULTING FROM LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE, OTHER THAN GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON LICENSOR'S PART, EVEN IF LICENSOR HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.