



Terms & Conditions

SNK Technologies, LLC d/b/a DIGIOP (“Seller”), a Delaware corporation, makes all sales of product on credit terms (“Terms”) to applicant (“Buyer”) subject to the following terms and conditions:

Unless otherwise agreed in writing by Seller, all credit purchases must be paid in accordance with Seller’s normal terms of sales, which are no later than thirty (30) days from date of invoice*.

Any and all invoices not paid within Terms will be subject to a one and one-half percent (1.5%) monthly financing charge or the maximum permissible under applicable law, whichever is less. Finance charges will be assigned against all past due balances outstanding at each month end**.

Buyer acknowledges that all shipping and handling charges are prepaid and added to the invoice, unless otherwise stated on the purchase order.

Buyer is responsible for any collection costs, attorney fees and/or court costs Seller may incur in order to collect any outstanding account balance owed.

Seller has no continuing obligation to deliver products on credit. Seller may withdraw and/or reduce any credit terms at its sole discretion. Events which may result in a change in Terms include but are not limited to: 1) Buyer’s failure to pay within stated terms; 2) Buyer’s credit capability as determined by Seller’s corporate credit policy; and/or 3) Buyer’s failure to notify Seller in writing prior to the sale or transfer of substantially all of its stock or assets of Buyer’s business.

In the event one or more of these occur, Seller may, at its sole discretion, demand immediate payment of the entire account balance, regardless of any future due date which may have been previously granted.

Other fees related to Buyer’s Terms accounts:

All drafts dishonored for any reason shall be assessed a \$30.00 service charge and Terms will be withdrawn.

In the event Buyer stops pay on any draft for any reason, Seller shall promptly place the account with a collection agency and Terms will be withdrawn.

Any accounts paid by credit card (VISA/MC/AMEX) will be subject to a 3% convenience charge unless paid within 10 days of date of invoice.

All DIGIOP orders are non-returnable and non-refundable since each order is custom built or electronically sent.

** Seller reserves the right to require Buyer to prepay for all or a portion of certain Special Order, Custom, or Non-returnable items regardless of Buyer’s credit availability.*

*** The Accounts Payable email address provided below by Buyer will be used as the primary communication by Seller for collection of delinquent accounts. Buyer is responsible for notifying Seller in writing of any change to this email address.*



Software Maintenance Agreement

This Software Maintenance Agreement (this “Agreement”) is by and between SNK Technologies, LLC (d/b/a DIGIOP) (the “Company”) and the undersigned customer (the “Customer”) for access Company’s technical support and DIGIOP software upgrades. **This Agreement shall be effective as of the date last executed below (the “Effective Date”) and shall continue for the term also specified below (the “Term”).** The Parties hereby agree as follows:

1. **Price.** Subject to the terms and conditions of this Agreement, Customer shall pay to the Company the subscription price set forth below (the “Software Maintenance Price”). The Software Maintenance Price may change after the expiration of the Initial Term (as defined below); *provided, however, that the Company shall first provide the Customer with forty-five (45) days advance notice of any price increase.*

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|---------------------------------------|------------------------------|
| Annual Subscription Price: | \$325.00 per instance |
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2. **Payment.** Payment of the Software Maintenance Price is due on the Effective Date. A one and a half percent (1.5%) monthly service charge is payable on all balances not paid within thirty (30) days of their due date. The Company shall be entitled to reimbursement from Customer of any and all collection costs, including attorney’s fees, in the event of late payment or nonpayment by Customer.

3. **Term; Renewal.** This Agreement shall remain in effect for one (1) year, until the first anniversary of the Effective Date (the “Initial Term”), during which time either Party may terminate this Agreement immediately upon a material breach of this Agreement by the other Party, but not prior to providing written notice of the breach to the other Party and allowing the other Party thirty (30) days to cure such breach. At the end of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each, a “Subsequent Term”) unless one Party provides written notice to the other Party at least thirty (30) days in advance of the end of the then current term that it does not wish to renew the term of the Agreement.

4. **Confidentiality.** Each Party acknowledges that in the course of performing its duties, it may be exposed to information that is private to the other Party, including (without limitation) information relating to the other Party’s past, present, or future processes, techniques, designs, codes, or other technical material and data, information concerning customers, and administrative, management, financial, marketing, and publishing information (collectively, “Confidential Information”). Neither Party shall communicate or disclose the other Party’s Confidential Information to third parties at any time without the other Party’s written consent, except as required by law, provided that written notice is given to the other Party prior to such disclosures. A Party’s duty of confidentiality does not extend to (i) any information available to the public prior to disclosure by either Party (without fault of the disclosing Party), or (ii) any information received from a third party who possesses the information lawfully and who has the right to disclose such information.



5. **Limitation of Liability.** In no event shall either Party's total liability relating in any way whatsoever to this Agreement exceed the lesser of the actual amount of the fees paid by the Customer to the Company (i) up to and including the date the liability was incurred or (ii) over the twelve (12) month period immediately prior to date the liability was incurred.

6. **WARRANTY.** THE COMPANY MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE PLATFORM, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM WILL MEET ANY PARTICULAR CUSTOMER REQUIREMENTS.

7. **Attorneys' Fees.** The prevailing Party in any action arising from or related to this Agreement shall be entitled to recover from the losing Party its reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled hereunder or at law or in equity.

8. **Miscellaneous.**

a. **Counterparts.** This Agreement may be executed by one or more of the Parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A manual signature on this Agreement, the image of which is transmitted electronically, shall constitute an original signature.

b. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter.

c. **Governing Law and Forum.** This Agreement shall be construed and interpreted according to the laws of the State of Indiana. Any disputes arising under this Agreement may be brought in any court of competent jurisdiction within the state of Indiana.

d. **Severability.** In the event that any part of this Agreement is deemed unenforceable, the remainder shall continue to be in full force so long as the primary purpose of this Agreement is unaffected.

e. **Waivers.** No waiver of any provision of this Agreement shall be effective unless in writing and executed by the Party waiving the right. Failure to properly demand compliance or performance shall not constitute a waiver of a Party's rights hereunder.