

Software as a Service Agreement

This Software as a Service Agreement (this "Agreement") is entered into as of the 5 day of July, 2019 (the "Effective Date") between Detroit Public Schools Community District, a K-12 school district, having a place of business at 3011 W Grand Boulevard, Detroit, MI 48202 ("You") and Horizon Software International, LLC, a Georgia limited liability company having its principal offices at 2850 Premiere Parkway, Suite #100, Duluth, Georgia 30097 ("Horizon").

1. Definitions

In addition to capitalized terms later defined herein, the following capitalized terms shall have the following meanings:

- (a) "Customer Data" means the data provided by You that resides in Your Services environment.
- (b) "Documentation" means the user documentation and any other operating, training, and reference manuals relating to the use of the Services, as supplied by Horizon to You.
- (c) "Invoice" means an invoice issued by Horizon to you under this Agreement.
- (d) "Services" means the annual subscription services described in the proposal or quotation provided to You by Horizon and outlined in Exhibit A attached hereto and made a part hereof by this reference.
- (e) "Service Commencement Date" or "Anniversary Date" means the date on which Horizon provides You with access sufficient to use the Services whether or not You actually begin use of the Services on that date.
- (f) "Users" mean Your employees who are permitted to use the Services as authorized by You.
- (g) "You" or "you" means the hospital, retirement community, college, university, school district, corporation, partnership, limited liability company, limited partnership or other entity or individual who has been invoiced and purchased the Services.

2. Services Provided

Horizon will provide the Services set forth in Exhibit A during the term of this Agreement. The Services do not include any third-party support, training, programming, hardware, or software that is not set forth in this Agreement.

3. Rights Granted

Horizon reserves all rights not expressly granted herein. For the duration of this Agreement, You will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the Services solely for Your internal business operations and subject to the terms of this Agreement. You may allow Users to use the Services for this purpose, and You are responsible for the Users compliance with the Agreement. You acknowledge that Horizon has no delivery obligation and will not ship copies of the Horizon software applications to You as part of the Services. Upon termination of the Agreement, Your right to access or use the Services shall terminate.

4. Obligations and Restrictions

4.1 During the term of the Agreement You agree to (a) acknowledge and accept the terms of Horizon's Service Level Commitment ("SLC") attached hereto as Exhibit B; (b) reasonably cooperate with Horizon in any investigation of service outages, security problems, and any suspected breach of the Agreement; (c) represent and warrant that You have sufficient right to transmit, store, copy, and use all data, including personal information if applicable, provided by You and used by You with the Services; (d) make every reasonable effort to prevent unauthorized third parties from accessing the Services; and (e) provide and maintain all hardware, software, and network connectivity ("Environment") needed to access the Internet and the Services. You agree that Your Environment will meet the minimum standards as set forth in the Documentation.

4.2 You may not (a) remove or modify any program markings or any notice of Horizon's or its licensors' proprietary rights; (b) make the programs or materials resulting from the Services available in any manner to any third party; (c) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services, or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Horizon; and (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services or materials available to any third party.

5. Training Services

If purchased by You and as set forth on an Invoice, Horizon will provide training in the technical skills which will enable attendees to use the Services ("Training Services"). In consideration of payment of the training fees associated with the Training Services set forth on an Invoice, You are entitled to receive the number of days of Training Services for the number of designated Users as indicated on the Invoice. You shall be solely responsible for all transportation, lodging, meals or any other expenses incurred by Your Users attending such Training Services.

6. Technical Support

During the term of the Agreement, and subject to the terms and conditions hereof, Horizon agrees to provide You the following technical support with respect to the Services (collectively "Technical Support"):

6.1 Horizon agrees to provide You remote technical assistance to assist with the resolution of any issues related to your use of the Services. Horizon will respond to phone calls from Support Contacts (defined below) pursuant to the terms and conditions in the Statement of Technical Support Services document which can be accessed at: <https://www.horizonsoftware.com/tss> and which is made a part hereof by this reference.

6.2 You shall designate in writing to Horizon no more than two (2) technical contacts to request and receive remote technical assistance from Horizon ("Support Contacts").

7. Warranties and Disclaimers

7.1 Horizon warrants that the Services will perform in all material respects in accordance with the Documentation. As the sole and exclusive remedy under the warranty provided in this Section, Horizon will use reasonable commercial efforts to correct any error in the Services.

7.2 HORIZON DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT HORIZON WILL CORRECT ALL SERVICES ERRORS. YOU ACKNOWLEDGE THAT HORIZON DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. HORIZON IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7.3 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Fees, Expenses, and Payment

8.1 You shall pay to Horizon the annual fee for Services ("Subscription Fee") within thirty (30) days of the invoice date and in accordance with the Invoices presented to You. The initial Subscription Fee is payable in advance of the Service Commencement Date and thereafter is payable annually in advance on the anniversary thereof. In the event that additional Services are added during the year, then the Subscription Fee for such additional Services (if applicable) shall be prorated on a daily basis for the remainder of the year. After the Initial Term (defined below), Horizon reserves the right to increase or decrease the annual Subscription Fee; however Horizon will provide you an invoice for the upcoming Renewal Term (defined below) at least sixty (60) days in advance of the Anniversary Date and You shall have the right to discontinue the use of the Services by providing written notice to Horizon at least thirty (30) days prior to the end of the then-current term of your intent not to renew the term of this Agreement. Except with respect to a service credit as outlined in Exhibit B, the Subscription Fee is non-refundable.

8.2 You shall pay the fees for the hardware in the amounts and in accordance with the Invoices presented to you. Hardware is billed upon shipment and payment is due within thirty (30) days from the invoice date. If You decide to return the hardware or any portion thereof, there will be a twenty percent (20%) restocking fee due plus any applicable shipping and handling costs. Hardware returns will not be accepted after thirty (30) days from the shipping date.

8.3 You shall pay Horizon the fees for Training Services (if You have ordered such) in accordance with the Invoices presented to You. Training Fees are billed upon completion and payment is due within thirty (30) days from the invoice date.

8.4 You shall reimburse Horizon for all costs and expenses, including without limitation, reasonable travel expenses (including transportation, lodging, and per diem) reasonably incurred in rendering on-site Training Services to You.

8.5 All fees and expenses payable to Horizon under this Agreement are net amounts to be received by Horizon, exclusive of all sales taxes, value added taxes, assessments, and similar taxes and duties (collectively, the "Taxes") and are not subject to offset or reduction because of any Taxes incurred by You or otherwise due as a result of this Agreement. You shall be responsible for and shall pay any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on Horizon's income.

8.6 Interest may be charged by Horizon on overdue amounts not paid to Horizon as provided hereunder at the rate of ONE AND ONE-HALF PERCENT (1-½%) per month or the maximum amount allowed by law, whichever is less, commencing with the date payment was due.

8.7 During the term of this Agreement, You grant Horizon the right to enter Your premises during business hours for the sole purpose of examining Your records and other information relating to Your use of the Services. If this examination reveals that You have improperly used the Services, such conduct shall be considered a material breach of this Agreement and Horizon may choose to either terminate this Agreement or invoice You for such unauthorized use based upon Horizon's standard fees in effect at the time the examination is completed. If the underpaid fees exceed five percent (5%) of the fees actually paid, then You shall also pay Horizon's reasonable costs of conducting the examination.

9. Term and Termination

9.1 Unless sooner terminated as provided herein, (a) the term of this Agreement will commence on the Service Commencement Date and continue in effect for an initial period of twelve (12) months immediately thereafter ("Initial Term"), and (b) upon mutual, written agreement from the parties, the term of this Agreement will renew for additional successive terms of twelve (12) months (each a "Renewal Term"). Your use of the Services after the Initial Term or any Renewal Term shall serve as a renewal of the Agreement for the then-current term.

9.2 This Agreement may be terminated at any time upon the giving of written notice:

(i) By either party in the event that the other party (a) with respect to default of any payment obligations or obligations under Section 11 hereof, fails to remedy, or (b) with respect to all other obligations, fails to commence remedying any default under this Agreement for a period continuing more than thirty (30) days after the aggrieved party shall have given the other party written notice specifying such default; or

(ii) By Horizon if You make an assignment for the benefit of creditors, or commence or have commenced against You any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

(iii) By either party for convenience by providing written notice to the other party at least sixty (60) days in advance of the specified termination date.

9.3 At Your request, and for a period of up to sixty (60) days after the termination of the Agreement, Horizon may permit You access to the Services solely to the extent necessary for You to retrieve the Customer Data then in the Services environment. You agree and acknowledge that Horizon has no obligation to retain Customer Data and that Customer Data may be irretrievably deleted after sixty (60) days following the termination of the Agreement.

9.4 Upon termination of this Agreement for any reason, (a) You shall immediately return to Horizon all property of Horizon or its suppliers, and the "Proprietary Information" (as defined in Section 11) of Horizon and (b) all rights granted by Horizon hereunder to You shall immediately cease.

9.5 Upon termination of this Agreement, Sections 3, 8-15, and 18 of this Agreement shall survive termination of this Agreement.

10. Indemnification

10.1 Horizon will indemnify, defend and hold harmless You from and against any and all losses, costs, expenses (including attorneys' fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by You arising out of claims that the Services infringe a U.S. copyright or trade secret. The right of indemnification set forth in this Section only applies if the alleged infringement or misappropriation is not caused by or contributed to by (i) modifications to the Services made by You or any other third party; (ii) third party software, whether or not provided by Horizon; or (iii) the combination, operation or use of the Services with any software, equipment, data or other materials except those approved by Horizon under this

Agreement. In the event of such a claim, Horizon will have the option, in Horizon's sole discretion, to (i) replace the Services, (ii) modify the Services to make it non-infringing, or (iii) terminate the Services and refund the then-current annual Subscription Fee paid to Horizon by You after a deduction of an appropriate charge for depreciation based on use by You prior to such removal, and You shall have no other recourse against Horizon. THIS SECTION 10.1 REPRESENTS HORIZON'S SOLE OBLIGATION AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

10.2 To the extent allowed by law, You agree to indemnify and hold Horizon harmless from and against any and all losses, costs, expenses (including reasonable attorneys' fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by Horizon which result from or arise out of any claim or liability arising as a result, in whole or in part, from Your or User's violation of any rule, regulation, requirement or law of any foreign, federal, state or local governmental authority.

10.3 The rights of a party under this Section 10 to be indemnified shall be subject to all of the following: (a) the indemnified party (the "Indemnitee") must notify the indemnifying party (the "Indemnitor") in writing promptly upon learning that such claim has been or may be asserted, (b) the Indemnitor shall have sole control over the defense of such claim and any negotiations for the settlement or compromise thereof, and (c) the Indemnitee shall provide reasonable assistance and cooperation to the Indemnitor to facilitate the settlement or defense of any such claim.

11. Confidentiality

11.1 In the performance of this Agreement, either party may disclose to the other certain Proprietary Information. For the purposes of this Agreement, "Proprietary Information" means information that is of value to its owner and is treated as confidential. Proprietary Information includes, without limitation, all non-public information pertaining to the Services.

11.2 Both parties acknowledge and agree that the Proprietary Information shall remain the sole and exclusive property of the disclosing party or a third party providing such information to the disclosing party. The receiving party agrees to hold the Proprietary Information disclosed by the other party in strictest confidence and not to, directly or indirectly, copy, use, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information for any purpose whatsoever other than as expressly provided by this Agreement. The disclosure of the Proprietary Information does not confer upon the receiving party any license, interest, or rights of any kind in or to the Proprietary Information, except as expressly provided under this Agreement. Subject to the terms set forth herein, the receiving party shall not disclose the Proprietary Information to a third party without the written consent of the disclosing party and shall protect the Proprietary Information of the disclosing party with the same degree of protection and care the receiving party uses to protect its own Proprietary Information, but in no event less than reasonable care. Notwithstanding the foregoing, Horizon may disclose this Agreement to its investors, proposed investors, and assignees or proposed assignees that are subject to confidentiality restrictions similar to the provisions set forth in this Section.

11.3 Nothing in this Section shall prohibit or limit the receiving party's use of information if (i) at the time of disclosure hereunder, such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the receiving party; (iii) the receiving party can demonstrate such information was in its possession prior to the time of disclosure by the disclosing party; (iv) the information becomes available to the receiving party from a third party which is not legally prohibited from disclosing such information; (v) the receiving party can demonstrate the information was developed by or for it independently without the use of such information; or (vi) it is Proprietary Information which, five (5) years after the term of this Agreement is not considered a "trade secret" under applicable law. If disclosure is required under applicable law or regulation, the receiving party shall notify the disclosing party and provide assistance in obtaining an appropriate protective order.

12. LIMITATION OF LIABILITY

12.1 IN NO EVENT WILL HORIZON, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO YOU OR ANY USERS UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE TOTAL FEES RECEIVED BY HORIZON UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO SUCH CLAIM.

12.2 IN NO EVENT WILL HORIZON, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO YOU OR ANY USERS FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL,

OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF OR INABILITY TO USE THE SERVICES OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT OR THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF HORIZON, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

12.3 You acknowledge and agree that the allocation of risks provided in this Agreement are reflected in the fees and other charges provided hereunder and are reasonable and appropriate under the circumstances and that Horizon cannot control the manner in which and the purpose for which You shall use the Services.

13. Ownership

Horizon and its suppliers expressly retain title and ownership to all worldwide intellectual property rights, including without limitation, design, trade secrets, know-how, patent rights, trademarks, service marks and copyrights in and to the Services and Documentation and any modifications, adaptations, derivative works, and enhancements made thereto. You retain all ownership and intellectual property rights in and to the Customer Data.

14. Remedies

Without limiting the materiality of any other term, You acknowledge that each provision in this Agreement providing for the protection of Horizon's copyrights, Proprietary Information and other proprietary rights is material to this Agreement. You agree that any threatened or actual breach of Horizon's copyrights, Proprietary Information or other proprietary rights by You shall constitute immediate, irreparable harm to Horizon for which monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring Horizon to post any bond or any other security. Nothing contained herein shall limit either party's right to any remedies at law, including the recovery of damages for breach of this Agreement.

15. Governing Law and Venue

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN WITHOUT REGARD TO ITS RULES GOVERNING CONFLICTS OF LAW. You agree that the exclusive venue for all actions, relating in any manner to this Agreement, shall be in a federal or state court having jurisdiction over Wayne County, Michigan. You hereby consent and submit to the in personam jurisdiction of such courts and waive any objection based on forum non conveniens and any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

16. Relationship of the Parties

Nothing in this Agreement shall be deemed to constitute a partnership between the parties or be deemed to constitute one party as agent of the other.

17. Severability

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one party than the other.

18. Non-Solicitation

During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, You agree not to: (a) knowingly solicit or otherwise induce or encourage any employee of Horizon to terminate his/her employment with Horizon or (b) hire, employ or otherwise engage any person known by You to be an employee or former employee of Horizon.

19. Waiver

A waiver by either party of any breach shall not be construed to be a waiver of any other breach.

20. Force Majeure

Neither party shall be liable to the other party for any failure to perform any of its obligations (except for Your payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control.

21. Customer Data

You agree to provide any notices and obtain any consent related to Your use of the Services and Horizon's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all Customer Data.

22. Statistical Data

Horizon may compile statistical information related to the performance of the Services, and may make such information publicly available for marketing and promotional purposes, provided that such information does not identify Your confidential information or include Your name. Horizon retains all intellectual property rights to such information.

23. Notices

All communications between the parties which are required or permitted to be in writing shall be sent by hand delivery with receipt obtained, or by recognized courier, properly prepaid and sent to the Horizon at 2850 Premiere Parkway, Suite #100, Duluth, GA 30097 and to You at the address at which You are invoiced. All such communications shall be deemed received by the other party upon actual delivery or refusal. By written communication, either party may designate a different address for purposes hereof.

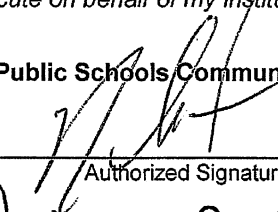
24. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto and supersedes and replaces any and all prior written and oral agreements and/or understandings between the parties. If You issue a purchase order or other instrument covering the Services provided under this Agreement, it is expressly agreed that the terms of this Agreement supersede any different, conflicting or additional terms in a purchase order or other instrument. This Agreement may not be amended, modified, supplemented, or deviated from except by a writing executed by an authorized employee of You and Horizon. In the event of a conflict between the terms of this Agreement, an Exhibit, or an Invoice, the terms of this Agreement shall control. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives as of the dates set forth below:

By signing, I certify that I have read and agree with the terms of this Agreement and I am authorized to sign and execute on behalf of my institution.

Detroit Public Schools Community District

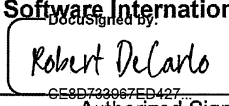
By: 
Authorized Signature

Name: Nikolai P. Vitt, Ed.D.

Title: Superintendent

Date: 7/23/2019

Horizon Software International, LLC

By: 
Authorized Signature

Name: Robert DeCarlo

Title: VP Finance

Date: 7-24-19

Exhibit A – Proposal

EXHIBIT A - PROPOSAL



Quote

Horizon Software International
Horizon Software International
2850 Premiere Parkway
Suite 100
Duluth GA 30097

Date 1/21/2019
Quote # Q69941
Acct. No. C126422

Bill To

Detroit Public Schools
3011 W. Grand Blvd.
Detroit MI 48202
United States

Ship To

Detroit Public Schools
Office of School Nutrition
2001 W Warren Ave
Detroit MI 48208
United States

Expires	Sales Rep	Memo	Shipping Method	
7/26/2019	Donald May			
Qty	Item#	Description	Price	Amount
1	65-600	SOFTWARE SUBSCRIPTION:	1,094.00	1,094.00
106	65-601	Solana Unity Central Office Bundle	1,094.00	115,964.00
		Solana Unity Site Bundle		
1		Quantity Software Discount	(11,705.00)	(11,705.00)
		Subtotal Software Subscription:		105,353.00
		IMPLEMENTATION & TRAINING - SOLANA UNITY		
		PREMIER BUNDLE		
1	16-95101	Solana Remote Setup & Configure	450.00	450.00
1	16-95102	Solana Remote CO POS & Reports Training	425.00	425.00
18	16-95104	Solana Remote POS Line Setup	425.00	7,650.00
1	16-95106	Solana Remote Student Eligibility and Applications	225.00	225.00
		Training		
1	16-95113	Solana Remote CO Custom Reports & Exports Training	450.00	450.00
12	16-95105	Solana Remote Cashier/Manager Training	325.00	3,900.00
1	16-95109	Solana Remote CO Inventory/Order Processing Training	850.00	850.00
1	16-95110	Solana Remote CO Menu Planning & Production Training	1,650.00	1,650.00
12	16-95112	Solana Remote Site Inventory/Order Processing Training	450.00	5,400.00
12	16-95111	Solana Remote Site Production Training	450.00	5,400.00
2	16-9503	BOH Remote Advanced Consulting Package	3,700.00	7,400.00
20	16-95107	Solana Remote Go-Live Support	850.00	17,000.00
		Subtotal Implementation & Training:		50,800.00
		If onsite services are preferred, all travel expenses associated with onsite services will be invoiced at actual cost as they are incurred. Horizon will exercise good faith to minimize all travel costs.		

Thank you for the opportunity to provide this Quote.

Total \$156,153.00

Please sign and email to orders@horizonsoftware.com as approval.

Print Name N. Kola P. V. Hise Signature [Signature]

Date 7/22/2019

"By executing this order, you are requesting and agreeing to pay for the fees identified herein and agreeing to be bound by the applicable terms and conditions of the Software as a Service Agreement ("Solana Agreement") which will be executed by you before gaining access to the Solana annual subscription services.

Your Purchase Orders: For avoidance of doubt, you acknowledge that your order for Horizon goods and services are governed by the terms of this order and the Solana Agreement, and that the terms contained in any purchase order supplied to us by you or any other party on your behalf are null and void and are superseded by the terms and conditions of this order and the Solana Agreement."



Horizon Software International
Horizon Software International
2850 Premiere Parkway
Suite 100
Duluth GA 30097

Quote

Date 5/23/2019
Quote # Q77147
Acct. No. C126422

Bill To

Detroit Public Schools
3011 W. Grand Blvd.
Detroit MI 48202
United States

Ship To

Detroit Public Schools
Office of School Nutrition
2001 W Warren Ave
Detroit MI 48208
United States

Expires	Sales Rep	Memo	Shipping Method	
7/31/2019	Donald May	Hardware		
Qty	Item#	Description	Price	Amount
150	19-15707	<p>HARDWARE Horizon USB Scan Pad w/Tactile Keyboard & 3 Year Warranty (Replaced 19-15508) Subtotal Hardware:</p> <p>‡ It is the responsibility of the customer to inspect all hardware item's packaging and ensure that no physical damage to the boxes was incurred during shipping. Should the customer believe there is damage, they should refuse the box and/or report the damage directly to Horizon via email at logistics@horizonsoftware.com within 10 calendar days.</p> <p>Please note that there are no open box returns for unwanted items. The product must be un-opened (sealed), clean, and undamaged with no marks of any kind on the box. This includes writing, stamps, or shipping labels (i.e. written RMA numbers).</p> <p>If you wish to return hardware, you have 30 days from the shipment date to request a return authorization. Horizon charges a restocking fee of 20% on returned items. All products must be double boxed when shipped back to Horizon's distributor for return. There are no exceptions to this policy. You are responsible for shipping and handling.</p> <p>Hardware returns will not be accepted after 30 days of shipment date.</p> <p>NOTE: Estimated Shipping and Handling charges are not included on this quote unless requested by customer. Actual charges will be invoiced.</p>	362.00	54,300.00 54,300.00

Thank you for the opportunity to provide this Quote.

Total \$54,300.00

Please sign and email to orders@horizonsoftware.com as approval.

Print Name Nikolai P. V. H. Ed. Signature [Signature]

Date 7/22/2019

"By executing this order, you are requesting and agreeing to pay for the fees identified herein and agreeing to be bound by the applicable terms and conditions of the Software as a Service Agreement ("Solana Agreement") which will be executed by you before gaining access to the Solana annual subscription services.

Your Purchase Orders: For avoidance of doubt, you acknowledge that your order for Horizon goods and services are governed by the terms of this order and the Solana Agreement, and that the terms contained in any purchase order supplied to us by you or any other party on your behalf are null and void and are superseded by the terms and conditions of this order and the Solana Agreement."

Exhibit B – Service Level Commitment

Service Level Commitment

Horizon commits to provide 99% uptime with respect to the Services during each calendar quarter of the annual subscription term with the exception of the Excluded Time (defined below). If in any calendar quarter this uptime commitment is not met by Horizon and You were negatively impacted (e.g. attempted to log into or access the Services and failed due to unscheduled downtime of the Services), Horizon shall provide, as the sole and exclusive remedy, a service credit equal to a prorated amount of one month's fee for the use of the Services.

Scheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two (2) full business days in advance of the maintenance time. Regularly scheduled maintenance time typically is communicated at least a week in advance, scheduled to occur in the morning on the weekend, and takes less than 24 hours each quarter. Horizon hereby provides notice that every Saturday morning from 6:00AM – 12:00PM Eastern Time is reserved for routine scheduled maintenance for use as needed.

Downtime Not Covered (“Excluded Time”)

This SLC does not cover downtime caused either directly or indirectly by:

- 1) Regularly scheduled maintenance time (as stated above) or emergency system maintenance
- 2) Any downtime caused by circumstances beyond Horizon's reasonable control, including, without limitation, force majeure events or failures or delays by any third-party Internet service provider
- 3) Your hardware or your local network
- 4) Errors caused by third party software or Horizon application software operating on a local CPU
- 5) Errors caused by the Horizon application software hosted by Horizon that are not related to system connectivity

System Uptime Calculation

The system uptime calculation is as follows:

$$\frac{\text{Total} - \text{Non-excluded} - \text{Excluded Time}}{\text{Total} - \text{Excluded Time}} * 100$$

Where:

- “Total” means the total number of minutes in a calendar quarter
- “Non-excluded” means downtime expressed in minutes that is not Excluded Time
- “Excluded Time” expressed in minutes as defined above

For any partial calendar quarter during which you subscribe to the Services, system uptime will be calculated based on the entire calendar quarter not just the portion for which You subscribed.

Credit Request

In order to receive a credit under this SLC, You must request it by emailing Horizon at invoices@horizonsoftware.com within five (5) calendar days of the end of the applicable quarter. If You are past due or in default with respect to any payment due to Horizon, then You shall not be eligible for any credit under this SLC. Horizon shall calculate any service level downtime using Horizon's system logs and other records.

Notice/Updates

This SLC may be amended by Horizon in its discretion but only after providing thirty (30) days advance notice. Notices will be sufficient if provided to a Support Contact (as defined in the Agreement) either: (a) by email, or (b) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen.

Exclusion of Sandbox and Beta Accounts

Horizon sandbox or beta accounts and any other test environments are expressly excluded from this or any other service level commitment.