

Solution Terms: Fourth Essentials and Fourth Plus

In addition to the General Terms and Conditions or Master Subscription Services Agreement Applicable to your Order, (the “Terms”) the following terms and conditions shall apply to the Services listed herein (“Solution Terms”). These Solution Terms are incorporated into and form a part of the Terms. In the event of a conflict between the Terms and these Solution Terms, these Solution Terms shall control with respect to the applicable Solution or Service.

Fourth may change these Solution from time to time by posting an update to this URL. For existing Subscribers, the changes will take effect beginning of the Subscriber’s subsequent Renewal Term.

Solution Terms for Fourth Essentials and Fourth Plus

14 Day Free Trial.

1. Registration and Termination. A valid email address is required to begin your 14 day free trial. Your free trial begins upon the day you register. If you do not upgrade to the paid version of Fourth Essentials or Fourth Plus prior to the end of your free trial period, access to the Subscription Service and data uploaded into the Subscription Service (Subscriber Data) will be automatically and immediately terminated. You may only use the Free Trial offer once per Location.

Paid Subscriptions.

2. License/Usage Model. Fourth Essentials and Fourth Plus is licensed by the number of Active Users for each monthly billing period per Location. An Active User is person that has an account in Fourth Essentials or Fourth Plus that has an 'Account Status' set to 'Active' at any time during the applicable billing month. Active Users include any Above Store Console accounts even if such accounts are hidden from the staff list. A person that is an Active User at multiple Locations in the same month shall require a license for each Location. Fourth shall bill you for each Location where such person is an Active User. Fourth assisted training is not required nor included in a Fourth Essentials or Fourth Plus subscription. You are solely responsible for maintaining the Account Status of its users. Fourth shall not provide any refunds or credits for Subscriber’s failure to maintain an accurate Account Status for its users.

3. Commitment Term, Billing, And Termination.

a. Monthly Subscription. If you elect a month to month subscription, Fourth shall bill your credit card on file in arrears based on your total number of Active Users from the previous month. You may use the same or a different credit card as the billing method for multiple Locations. We will begin to charge you for your use beginning on the date your free trial expires, or if you have not previously entered in your billing information, when you provide us your billing information, whichever is later. Fourth shall bill you on a monthly recurring basis thereafter. You may cancel your month to month subscription at any time from your account billing page. Any subscription or use that is less than a full month shall be prorated. Once you terminate your subscription, access to the Subscription Service and data uploaded into the Subscription Service will be automatically and immediately terminated. All monthly subscriptions automatically renew on a monthly basis unless you terminate your subscription in accordance with these Terms.

b. Annual Subscription. If you elect a prepaid annual subscription, you must provide the number of Locations and number of Active Users you plan to schedule per Location. Fourth shall then bill your credit card for the total number of all Active Users from all Locations (“Prepaid Active User Licenses”) for the applicable twelve-month period at a discounted rate. Fourth shall charge you additional non-discounted Subscription Fees for each additional Active User that is over your Prepaid Active User License total in the applicable month (“License Overuse”). License Overuse Fees shall be billed to your credit card at the end of each applicable month in which the License Overuse has occurred. You may cancel your annual subscription at any time from your account billing page. Once you terminate your subscription, access to the Subscription Service and data uploaded into the Subscription Service will be automatically and immediately terminated. You will not be entitled to any refunds or credits for any use below your Prepaid Active User License total or in the event you terminate your Subscription Services for any reason. All annual subscriptions

automatically renew on an annual basis for additional 12 months terms unless you terminate your subscription in accordance with these Terms, prior to the end of your then current term.

4. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, FOURTH WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER OR SUBSCRIBER'S USERS FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST GOODWILL OR BUSINESS VALUE, LOST PROFITS, OR LOSS OF BUSINESS, EVEN IF FOURTH IS APPRISED OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. DURING THE FREE TRIAL PERIOD UNDER NO CIRCUMSTANCES WILL FOURTH' TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED ONE HUNDRED DOLLARS (\$100). THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT INCREASE THIS LIMIT.

5. Warranty. DURING YOUR FREE TRIAL PERIOD FOURTH MAKES NO WARRANTIES FOR THE SUBSCRIPTION SERVICE AND DELIVERS SUCH SERVICE ON AN "AS IS" BASIS. FOURTH DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. FOURTH EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT. FOURTH DOES NOT WARRANT THAT ANY SERVICE OR DOCUMENTATION IS ERROR-FREE OR THAT OPERATION OR USE OF THE SUBSCRIPTION SERVICE WILL BE SECURE OR UNINTERRUPTED. FOURTH EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT SUBSCRIBER'S USE OF ANY SERVICE WILL SATISFY ANY STATUTORY, ORDINANCE, OR REGULATORY OBLIGATIONS, OR GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS, ORDINANCES, OR REGULATIONS, INCLUDING WITHOUT LIMITATION LABOR WAGE LAWS. SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. FOURTH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

6. Data Retention. Fourth may, but is not obligated to, delete all Subscriber data within 60 days after Subscriber has terminated its Subscription. If you delay in entering in your billing information after the free trial has expired or if you elect to renew your subscription after having cancelled, the Subscriber Data from your previous use may not be available.