



General Terms and Conditions of JK Products & Services, Inc.

1 General, Scope of Application

1.1 The deliveries, services, licenses, and offers by Company to a customer identified on an Order ("Customer"), shall be made exclusively on the basis of these General Terms and Conditions ("Terms"). These Terms shall govern all contractual obligations, orders, and agreements between JK Products & Services, Inc. ("JK") and its customers for the deliveries or services Company offers (each, an "Order"). These Terms shall also apply to all future deliveries, services, or offers to Customer, even if they are not separately agreed again. These Terms, applicable Order(s), and all incorporated documents comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Customer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

1.2 For clarity, any Customer or third-party terms and conditions shall not apply, even if JK does not specifically object to their validity. Even if JK refers to a letter which contains or refers to the terms and conditions of Customer or of a third-party, this does not constitute any agreement with the validity of those terms and conditions.

1.3 Oral agreements or agreements by phone need written confirmation by JK in order to be valid. Orders, contracts, and commitments are only binding against JK if they have been confirmed in writing by JK.

1.4 These Terms shall remain in effect for the duration of any Subscription Service(s). JK may, at its option, terminate these Terms and any Order, including any Subscription Service(s), immediately upon notice to Customer if (i) Customer fails to pay any fee when due; (ii) Customer is dissolved or liquidated or a trustee or receiver is appointed for Customer, (iii) bankruptcy or insolvency proceedings under federal or state law, whether voluntary or involuntary, are commenced by or against Customer, (iv) Customer makes an assignment for the benefit of creditors, (v) JK elects across its general customer base to cease offering or supporting any services or software used by Customer and JK has provided at least thirty (30) days advance notice of such cessation; or (vi) if Customer breaches these Terms and fails to cure the default within sixty (60) days of notification. Customer may terminate any relevant Order if JK materially breaches these Terms and fails to cure the default within sixty (60) days after formal notification by Customer specifying the breach and expressly invoking this termination right. JK may, at its sole discretion, suspend any Subscription Service(s) immediately and without notice if it determines Customer, or someone using a Customer account, breached these Terms.

1.5 JK may modify these Terms with effect for on-going Orders by notifying Customer about the contemplated modification at least thirty (30) days in advance in an appropriate manner (e.g. email or through a customer web portal).

2 Offer

2.1 JK's offers are subject to confirmation and non-binding. Customer's Order shall be deemed a binding offer.

2.2 The prices are quoted in United States Dollars, plus the applicable statutory value-added, sales and use, or withholding taxes, assessable by any local, state, federal or foreign jurisdiction. The prices quoted do not include freight, postage, insurance, and other shipping costs, or configuration or installation.

2.3 Technical and design deviations from descriptions and information in brochures, catalogues, and written documents as well as model, construction, and material changes in the course of technical progress or in order to obtain any necessary official approvals are reserved, without any rights against JK being derived therefrom.

2.4 Nothing in these Terms and/or any subsequent purchase order or agreement shall be construed as limiting JK's rights to offer the JK services and goods to any third-party.

2.5 All prices by JK are subject to change prior to acceptance or confirmation of any Order or request for services. JK reserves the right to review prices before acceptance of any Order or request for services.



3 Delivery and transfer of risk

3.1 Delivery shall be at the expense and risk of Customer. Unless mutually in writing, delivery shall be made exclusively against advance payment.

3.2 Delivery dates or periods which have not been expressly agreed as binding are exclusively non-binding. The delivery period stated by JK shall not commence until all technical questions have been clarified, and the corresponding item has been shipped for delivery.

3.3 The risk shall pass to Customer as soon as the goods have been delivered to the forwarding agent, the freight forwarder or any other person or institution designated to carry out the delivery, or have the item has left JK's premises for the purpose of delivery.

3.4 JK is entitled to make partial deliveries and render partial services at any time, insofar as this is reasonable for Customer.

3.5 The goods shall only be insured against damage caused by transport at the express request and expense of Customer.

3.6 If the delivery is delayed at the request or fault of Customer, JK shall store the goods at the expense and risk of Customer.

3.7 Should JK be obliged to erect and/or assemble the goods in individual cases, Customer shall, at its own expense, provide all necessary supplies, including energy and water at the point of use, including connections, heating and lighting. Prior to commencement of any assembly work, Customer must provide the necessary information on the location of concealed power, gas, and water lines, or similar installations without being requested to do so. If installation, assembly or commissioning is delayed due to circumstances for which JK is not responsible, Customer shall bear all the costs for waiting time and any additional travel required by JK or the assembly personnel. If JK demands acceptance of the delivery after completion of assembly, Customer must carry this out within one (1) week. Acceptance shall be deemed to have taken place if Customer allows the week deadline to expire or if Customer commences use of the delivered goods.

3.8 In the event of a Force Majeure, JK has the right, either to reasonably extend the delivery period – even if a late delivery has occurred – or to suspend the performance of the Order for the duration of the Force Majeure, or to terminate all or part of the Order at any time with immediate effect, without payment of damages from JK to Customer. Events of Force Majeure include without limitation wars, rebellion, strikes, lock-out, contagious diseases, natural disasters, flooding, fires, accidents of exploration, unforeseeable perturbations in the manufacturing conditions, administrative measures, pandemic, epidemic, riots, civil unrest, governmental acts, difficulties in power supply, delays in delivery of raw materials or components, or similar events.

3.9 In the event of a change in customer's financial situation, as reasonably determined by JK, JK reserves the right to demand guarantees and to stay the performance of the Order awaiting the constitution of the payment guarantees.

4 Terms of payment

4.1 All fees shall be charged as set forth in the applicable Order, provided that, unless expressly set forth otherwise in the applicable Order, fees for Subscription Services will commence upon the earlier of "go live" or sixty (60) days after acceptance of the applicable Order. Unless specifically noted as included in total price, Customer will also reimburse JK for reasonable travel, living, and other necessary expenses incurred by JK or its agents in connection with providing any services hereunder. Invoices are payable as set forth in the applicable invoice, without deduction or set-off. All payments hereunder are non-refundable. Timeliness of payment depends on receipt of payment by JK.

4.3 Payments made by credit card will be subject to a processing fee of 1.5%.

4.4 Accounts not paid within terms are subject to a 1.5% monthly finance charge, and may be reported to credit reporting agencies.

4.5 Payments shall be made directly to JK. JK employees are only authorized to accept payments with written collection power of attorney.

4.6 In the event of default in payment, JK shall be entitled, without prejudice to the assertion of further damage caused by default or any other remedies available at law or equity, to demand default interest at the maximum amount allowable by applicable law, and you shall also reimburse JK for all costs and expenses, including reasonable attorney fees, incurred by JK in collecting payment and otherwise enforcing the terms of these Terms. Costs incurred by JK due to disrupted payment transactions shall be passed on to Customer for immediate reimbursement.



4.7 Incoming payments shall be credited against outstanding liabilities of Customer plus the maximum interest and costs in accordance with applicable law. If several similar obligations of Customer are not fulfilled, Customer shall not be entitled to determine to which obligation Customer pays.

4.8 In the event of termination of or withdrawal from an Order or these Terms for which Customer is responsible, (a) Customer shall pay all amounts owed for the remaining duration of any Subscription Service(s) term; and (b) JK shall be entitled to demand liquidated damages in the amount of twenty percent (20%) of the agreed total price.

5 Warranty and Liability

5.1 Except as otherwise agreed in a writing executed by both parties, the warranty period for purchased goods shall be one (1) year for parts, ninety (90) days for labor, each from delivery or, if acceptance is required, from acceptance.

5.2 The delivered goods must be carefully examined immediately after delivery to Customer or to a third-party designated by Customer. Delivered goods shall be deemed approved and accepted if JK does not receive a written notice of defects within four (4) business days of delivery of the goods.

5.3 At JK's sole and absolute discretion, all parts or services which show a material defect may be repaired, replaced, or provided again free of charge, provided that such defect was present at the time of the transfer of risk. JK shall be given the opportunity to remedy the defect within a reasonable period of time.

5.4 Warranty claims do not exist in the case of insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage arising after the transfer of risk as a result of faulty or negligent handling, excessive strain, unsuitable operating resources or as a result of special external influences not assumed under the contract, as well as in the case of non-reproducible software errors. If improper modifications, installation/removal or repair work is carried out by Customer or by third parties, no claims for defects shall exist for these improper modifications, installation/removal, or repair work, and the resulting consequences thereof.

5.5 JK MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, (INCLUDING REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, INTEGRATION, NON-INFRINGEMENT, OR TITLE) WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED HEREUNDER. JK MAKES NO REPRESENTATION, AND DOES NOT WARRANT, THAT ANY SUBSCRIPTION SERVICE WILL BE ERROR-FREE, VIRUS-FREE, OR FREE FROM DELAY.

5.6 Under no circumstances shall JK be liable towards Customer or third parties for compensation for any loss of production, loss of business opportunity or profit, loss of use or loss of chance to enter into contract, loss of or damage to data (except to the extent resulting directly and solely from JK's breach of its obligations under Section 7.5), loss of goodwill, or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not Customer has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

5.6 In no event shall JK's total and aggregate liability out of or in connection with any Order, any delivered goods or services, or these Terms exceed the total amount paid to JK hereunder in the twelve (12) months preceding the earliest accrual of the applicable claim(s).

5.7 Customer shall indemnify, defend, and hold harmless JK and its affiliates and their respective officers, directors, shareholders, agents, employees, and representatives from and against any and all claims, losses, liens, demands, attorney fees, damages, liabilities, costs, expenses, obligations, causes of action, or suits (collectively, "Claims") arising out of or resulting from the Data, any use of Customer's End User Credentials, or Customer's negligence or breach of these Terms.

6 Software and Related Services

6.1 Any software license acquired pursuant to these Terms (each, a "Software License"), and all associated documentation and media, are subject to the JK End User License Agreement ("EULA"), including warranty disclaimers, indemnities, and limitations of liability. The provisions of the EULA are incorporated herein by reference and your acceptance of these Terms shall also constitute acceptance of the EULA.



6.2 Any software support and maintenance services (“Maintenance Program”) will apply only to the registered copy of the specific version of software licensed to Customer in accordance with the JK EULA and specifically identified in the applicable Order (“Maintained Software”).

6.3 JK’s software support team is available during the hours defined in the applicable Order, according to the chosen support option. JK will investigate each reported defect in the software distribution media and each reported material difference between the operation of the Maintained Software and the description of the Maintained Software in current end-user documentation provided for the Maintained Software by JK (each, a “Discrepancy”). If the Discrepancy is confirmed, then JK will make reasonable efforts to provide Customer with replacement distribution media or corrective code or documentation to resolve the Discrepancy. Such corrections may, at JK’s discretion, include (a) modifying end-user documentation to remove inaccuracies or describe changes, modifications or improvements made to the Maintained Software; (b) workarounds; and (c) update disks or electronic transfer equivalent. JK does not guarantee that all reported Discrepancies will be confirmed or resolved.

6.4 The Maintenance Program does not cover: (a) any software not listed on the applicable Order under “Products Covered”; (b) Maintained Software altered or modified by any entity other than JK or its designated agents; (c) any combination of Maintained Software with materials or software other than as provided by JK; (d) a release or version of Maintained Software for which Maintenance Services have been discontinued by JK across its general customer base; (e) Discrepancies caused by Customer’s negligence or unauthorized database changes, or by Customer’s equipment, hardware, connections, or systems; or (f) Maintained Software used on a computer or operating system other than that specified and supported by JK, or in a manner otherwise inconsistent with the end-user documentation.

6.5 JK’s provision of services under a Maintenance Program is conditioned upon Customer: (a) promptly reporting all suspected Discrepancies to its designated JK Support Contact; (b) using reasonable efforts to assist JK’s efforts to reproduce, identify, and resolve Discrepancies (including providing the applicable Product Identification Number); (c) installing and using the newest release or update disk for the Maintained Software sent to you by JK, within fourteen (14) days of receipt; and (d) reporting all major changes to Customer environment, practices, or systems associated with or affecting the Maintained Software, in writing, within thirty (30) days of the change made.

6.6 JK reserves the right to charge for services performed outside of a Maintenance Program, including for consulting, installation, and training, and for excessive telephone expenses or shipping charges arising from Customer’s use of a Maintenance Program. In the event JK determines services are likely to fall outside of a Maintenance Program, it will provide Customer the estimate cost of the additional services. JK will not, and shall have no obligation to, begin work until Customer accepts, in writing, the applicable cost estimate. If Customer does not agree that the requested service falls outside of a valid Maintenance Program, Customer shall raise the issue with its designated JK sales person and the Parties shall cooperate in good faith to resolve the dispute.

6.7 JK may offer additional services such as training and consulting under separate Orders. Such services will be performed in the manner set forth in the applicable Order, and shall be charged at JK’s standard rates in effect at the time such services are incurred unless provided otherwise in the applicable Order.

7 Hosting Services

7.1 In connection with any database hosting services acquired pursuant to these Terms (“Hosting Services”), each authorized end user will be assigned a unique username and password (“End User Credentials”). Customer is solely responsible for ensuring the security, confidentiality, and proper use of all of its End User Credentials. Customer will be fully and solely responsible for all losses and damages arising from the use of its End User Credentials by any individual (whether proper, improper, lawful, unlawful, authorized, or unauthorized).

7.2 Customer retains ownership of all data that Customer, or a third party on Customer’s behalf, provides to JK, or that JK collects, stores, or transfers for Customer in connection with the Hosting Services (hereinafter “Data”). Customer represents and warrants that (i) it will collect, store, and transfer the Data in accordance with all applicable laws, statutes, regulations, rules, and any obligations it may have under any contract or otherwise (“Laws”); and (ii) its provision of the Data rights granted to JK herein does not violate any applicable Laws. Customer specifically authorizes JK to access, copy, distribute, make available, share, and otherwise use the Data as JK reasonably determines is required to provide Hosting Services to Customer.



7.3 Customer shall not, and shall ensure that all entities using its End User Credentials do not, use the Hosting Services in a manner that (i) violates any applicable Law; (ii) commits or attempts to commit a fraud; (iii) abuses or misuses any Hosting Services; or (iv) by act or omission, adversely affect the Hosting Services accessibility, availability, or stability, or interfere with any entity's use of the Hosting Services.

7.4 JK will deploy commercially reasonable measures designed to secure Data in a safe manner and to protect against unauthorized access. JK will perform maintenance on Customer's hosted database from time to time. This maintenance may disrupt or temporarily impact the Hosting Services. JK will use appropriate measures to minimize the impact of such maintenance and, when feasible, will electronically notify Customer in advance using the registered email address.

7.5 Database backups will be completed by JK daily and will be rotated on a fourteen-day interval. Monthly backups will be rotated on a twelve-month interval and will not be stored for more than a year. Customer is solely responsible for creating long-term backups or archives of all Data.

7.6 Customer may submit a written request for a backup of Data, free of charge, for a maximum of three times per calendar year. If Customer requires additional backups within a given year, Customer can request a quote for this custom work from JK.

8. Hosting and Maintenance Subscriptions

8.1 Any Maintenance Program or Hosting Services (together with any Software License(s), "Subscription Services") will be in effect and the associated services will commence as of the completion and verification by JK of (a) acceptance of advance payment; (b) Customer's registration of the applicable Order after its receipt as being completed and signed by Customer; and (c) for Maintenance Programs, proof of proper license for the software identified in the applicable Order.

8.2 Subscription Services will remain in effect for consecutive one year periods unless stated otherwise in the applicable Order or terminated by either party by written notice at least thirty (30) days prior to expiration of the then existing one year term. On thirty (30) days advance written notice, JK reserves the right to withdraw any Subscription Service, or any part thereof, and to alter the associated prices, terms, and conditions prior to any renewal. Any such withdrawal or alterations will amend the applicable Order and/or these Terms as of the renewal date.

8.3 If Customer's Subscription Service(s) are cancelled or terminated prior to the end of the then-current subscription term, or if any Subscription Service(s) lapse more than sixty (60) days from its renewal date, JK shall not perform such Subscription Service(s) unless Customer pays a renewal fee, purchases an upgrade to the current version of the Maintained Software (if applicable), and executes an updated Order.

9 Security Interest in Delivered Goods

9.1 Customer hereby grants JK a security interest in all delivered goods sold by JK to Customer pursuant to the purchase order(s) attached hereto and to any proceeds thereof, until the purchase price and any other amounts due to JK have been paid in their entirety. Customer hereby authorizes JK to prepare and file any financing statement listing the delivered goods as collateral and to file any such financing statement in such filing offices as JK may deem appropriate. Customer further agrees promptly to execute any other documents requested by JK in order to protect JK's security interest. Upon any default by Customer of any of its obligations to JK, JK shall have all the rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive.

9.2 Customer shall be entitled to resell the delivered goods in the ordinary course of business, if necessary in accordance with the contractually agreed sales specifications of JK; however, Customer hereby assigns to JK all proceeds in the outstanding amount of the purchase price agreed between JK and Customer (including value-added tax) which accrue to Customer from the resale.

9.3 Customer is obliged to treat the delivered goods in which JK maintains a security interest with care and to insure them against loss and destruction at Customer's own expense. In the event of a breach of these obligations or if payment terms granted are considerably exceeded, JK shall be entitled to demand the immediate return, at Customer's expense, of the delivered goods subject to JK's security interest.

9.4 Customer shall not pledge the delivered goods to third parties or use them as security. In the event of seizure or other dispositions by third parties, Customer shall notify JK thereof immediately and provide JK with all information and documents required to safeguard JK's rights. Enforcement officers or third parties must be made aware of JK's ownership.



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10 Applicable law, Venue, Disputes

10.1 The rights and obligations of the parties under these Terms shall be governed by and interpreted in accordance with the internal (but not the conflicts) laws of the State of Arkansas, including its provisions of the Uniform Commercial Code.

10.2 Any legal suit, action, or proceeding arising out of or relating to these Terms or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Arkansas in each case located in the City of Jonesboro and County of Craighead, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

10.3 Customer agrees to commence any action, suit or other legal proceeding within one (1) year after initial discovery of events giving rise to the claim, otherwise the claim shall be deemed barred and waived. Prior to pursuing judicial action, Customer agrees to notify JK of the claim in writing with sufficient detail and attempt to resolve the claim informally through good faith discussions for a period of thirty (30) days in an effort to avoid judicial action.

11 Use of Name

11.1 Customer hereby agrees that JK may list Customer as an existing or prior customer of JK in literature and publications distributed by or on behalf of JK with written permission from Customer.