



Account No. 09- _____

ORDER FORM

Customer

Contact Name: _____

Company Name: _____

Website: _____

Billing Address: _____

Phone Number: _____

Fax Number: _____

Your Selections for Start-up Users

A minimum of one (1) user must be selected

Small Business Edition (1-25 Users)

6-Month Contract Term	Quantity: _____	X	\$99 per User	=	\$ _____
12-Month Contract Term	Quantity: _____	X	\$94 per User	=	\$ _____
36-Month Contract Term	Quantity: _____	X	\$89 per User	=	\$ _____

Mid-Level Business Edition (26-99 Users)

6-Month Contract Term	Quantity: _____	X	\$79 per User	=	\$ _____
12-Month Contract Term	Quantity: _____	X	\$75 per User	=	\$ _____
36-Month Contract Term	Quantity: _____	X	\$71 per User	=	\$ _____

Enterprise Business Edition (100+ Users)

6-Month Contract Term	Quantity: _____	X	\$69 per User	=	\$ _____
12-Month Contract Term	Quantity: _____	X	\$66 per User	=	\$ _____
36-Month Contract Term	Quantity: _____	X	\$62 per User	=	\$ _____

Internet Hosting with Secure SSL Certificate Protection = **FREE**

Access LaborWorks™ from anywhere in the world.
 Cookies and encryption safeguard your company and employees.

Online File Storage Space (Unlimited) = **FREE**

Support and Service (60-Day Warranty Period) = **FREE**

60-Day Warranty period starts at the initial Order Form Authorization

System Enhancement Upgrades and New Releases by EDF LABORWORKS = **FREE**

One-Time Webinar Training (Unlimited Users) = **FREE**

Not to exceed (4) hours consecutively

LaborWorks™ Customization \$75.00/hr. X _____ hrs. = \$ _____

LaborWorks™ will feature your company's logo and color scheme to include customizable features and fields.

Start-up Contract Amount: \$ _____

Additional Items

Support and Service Extended (after 60-day Warranty Period)

Online Technical Support (to include Online Support/Trouble Tickets) \$10.00/15 min.

Minimum of \$10.00 will be billed

Live Phone Technical Support \$20.00/15 min.

Minimum of \$20.00 will be billed

Webinar Training (Unlimited Users) \$100.00/hr. x _____ hrs. = \$ _____
Minimum (1) hour consecutively

Local On-Site Training \$150.00/hr. x _____ hrs. = \$ _____
Minimum (4) hours consecutively

National On-Site Training \$150.00*/hr. x _____ hrs. = \$ _____
Minimum (4) hours consecutively

* Out of Area Travel Expenses will be paid for by the customer

Subtotal Additional Items: \$ _____

Total Purchase Amount: \$ _____

PURCHASE AGREEMENT WEB-BASED APPLICATION LICENSE TERMS AND CONDITIONS

WELCOME

EDF LABORWORKS is a subscription web-based on demand business management application. It is offered only in paid subscription formats for per person usage. Subscriptions shall be evidenced by an EDF LABORWORKS Order Form to be executed by you. As part of the Service, EDF LABORWORKS will provide you with use of the Service, including a browser interface, data encryption, transmission, access, web hosting, and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the EDF LABORWORKS website incorporated by reference herein, including but not limited to EDF LABORWORKS privacy and security policies.

NOTICE

By logging in and using this web-based application (hereinafter also "**the web-based application**" or "**EDF LABORWORKS** ") –, you agree to be bound by the terms and conditions of this WEB-BASED APPLICATION LICENSE AGREEMENT (hereinafter also ("**this Agreement**"). If you do not agree to the terms and conditions of this Agreement, do not download, install, copy or use the web-based application.

Article 1 - GRANT OF LICENSE

1.1 The web-based application and its associated electronic documentation (including any, applets, files, source code, images, photographs, media, animations and text incorporated into the web-based application) as well as any accompanying hard copies of written materials (collectively hereinafter also "**the Documentation**") are licensed, not sold, to you by EDF LABORWORKS for use only under the terms and conditions of this Agreement, and EDF LABORWORKS reserves all rights not expressly granted to you. Subject to the terms and conditions of this Agreement and your payment of applicable license fees, EDF LABORWORKS hereby grants, and you accept, a perpetual, non-exclusive, non-transferable right and license to use the Web-based application and Documentation according to the terms and conditions of this Agreement. Depending on the applicable license fees paid by you to use the web-based application or any other EDF LABORWORKS approved licensing model, an applicable license usage login will limit your usage of the Web-based application accordingly.

1.2 Unless otherwise approved by EDF LABORWORKS following licensing models may apply for you: **User License:** Use the web-based application and the Documentation in an on the internet with non-anonymous users, e.g. authenticated, closed user groups. A user counts as any user which accesses the EDF LABORWORKS information system. The user license is valid only for one (1) person/individual/employee per login. The User License includes only one (1) Named User. Licenses for additional users can be purchased on a per user basis.

Restrictions: You are not permitted to:

(a) make copies of, or distribute any parts of the Web-based application, except for backup, archival and disaster recovery purposes; or (b) rent, lease, sub-license, loan, copy, modify, alter, adapt, merge, translate, reverse engineer, decompile, or re-package the Web-based application into another product, or to disassemble it or create derivative works, based on the whole, or any part, of the Web-based application or the Documentation; or (c) copy the Web-based application for the purpose of illegal distribution. (c) allow more than one user/employee per User specific Identification/Login. Each user will be required to obtain a user name and login password from the on-site system administrator. EDF LABORWORKS will provide the service to unlock the web-based application and enable you to use of the Web-based application and Documentation. You may also be required to provide the names of the server(s) on which the Web-based application will be installed for security purposes. EDF LABORWORKS further reserves the right to introduce and use appropriate license enforcement techniques, which are designed to prevent illegal use or distribution of the Web-based application. The license enforcement techniques might require activation of the Web-based application license. This may require establishing a temporary network connection to an EDF LABORWORKS web service. EDF LABORWORKS reserves all rights to modify the license enforcement techniques used in the Web-based application at any time.

Article 2 – PRIVACY AND SECURITY; DISCLOSURE

EDF LABORWORKS reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Because the Service is a hosted, online application, EDF LABORWORKS occasionally may need to notify all users of service changes, enhancements and/or important announcements regarding the operation of the Service. If you become a user of the Service, you agree that EDF LABORWORKS can disclose the fact that you are a user of the Service.

Article 3 - SUPPORT AND MAINTENANCE

3.1 EDF LABORWORKS will provide free technical support for a period of 90 (ninety) days from the date of purchasing each licensed user of the web-based application. This free technical support does not include the right to upgrade to new major versions of the web-based application, which might get available during this period.

3.2 In addition to the free 90-Day technical support described above and in accordance with the terms of the 1-Year Support and Maintenance Pack, which may be purchased optionally and outside of the per user contract, EDF LABORWORKS will provide support and maintenance services (hereinafter also "**the Support Services**") for the web-based application as defined below.

3.2 (a) If you have not purchased the 1-Year Support & Maintenance Pack EDF LABORWORKS, at its sole discretion and on a case by case basis, may decide to offer maintenance releases to you as a courtesy, but these maintenance releases may not include any new features in excess of the Web-based application's feature set at the time of your purchase. Support Services are provided via a web-based support form only, and there is no guaranteed response time.

3.2 (b) If you have purchased the 1-Year Support & Maintenance Pack, you will receive all maintenance releases and updates and major upgrades of the Web-based application for a period of one (1) year from the date of purchasing the 1-Year Support & Maintenance Pack. Such maintenance releases, updates and upgrades may or may not include additional features. Maintenance releases and updates cover the minor releases within the same major version of the Web-based application. In addition, EDF LABORWORKS will provide priority Technical Support to you for the one (1) year period. Priority Technical Support is provided via a web-based support form only, and EDF LABORWORKS will make commercially reasonable efforts to respond via e-mail to all requests within forty-eight (48) hours during EDF LABORWORKS' standard business hours (Monday – Friday 8:00 am – 5:00 pm EST). Federal holidays are excluded from the standard business hours of EDF LABORWORKS. Licensee acknowledges and agrees that the Support Services only cover issues or questions resulting directly out of the operation of the Web-based application and EDF LABORWORKS will not provide Licensee with generic consultation, assistance, or advice relating to any third-party web-based application. Updating the Web-based application may require the updating of web-based application not covered by this Agreement before installation. Updates of the operating system and application web-based application not specifically covered by this Agreement are Licensee's responsibility and will not be provided by EDF LABORWORKS under this Agreement. EDF LABORWORKS shall be under no obligation to provide the above Support Services if, in EDF LABORWORKS' reasonable opinion, the Web-based application has failed due to the following conditions: (i) alterations, modifications or attempts by Licensee to change the Web-based application without EDF LABORWORKS' written approval; (ii) causes external to the Web-based application, such as natural disasters, the failure or fluctuation of electrical power, internet connection failures, computer equipment failure; or (iii) Licensee's failure to maintain the Web-based application at EDF LABORWORKS' specified release level. It will be Licensee's responsibility to: (i) comply with all EDF LABORWORKS operating and troubleshooting procedures and then notify EDF LABORWORKS immediately of the Web-based application malfunction and provide EDF

LABORWORKS with complete information thereof; (ii) establish and maintain backup systems and procedures necessary to reconstruct lost or altered files, data or programs.

Article 4 - TERM, TERMINATION

This Agreement is effective until terminated by EDF LABORWORKS. Your rights under this Agreement will terminate automatically without notice from EDF LABORWORKS should failure to comply with the term(s) and condition(s) of this Agreement and/or the Purchasing Contract Agreement. Upon the termination of this Agreement, you shall cease all use of the web-based application and applicable documentation. Termination of this agreement shall be determined by EDF LABORWORKS.

Article 5 - OWNERSHIP

EDF LABORWORKS shall at all times retain ownership of the Web-based application, the Documentation and all subsequent copies thereof, regardless of form or storage medium. EDF LABORWORKS also retains the title, and all proprietary rights to the Web-based application, including, but not limited to, all patent, copyright, trade secret, service marks, registered service marks, trademark or registered trademark rights. Licensee agrees that it will not provide a copy of the Web-based application or the Documentation to any person, other than Licensee's users, employees, contractors or any other individuals that are entitled to use the Web-based application and the Documentation under this Agreement without the prior consent of EDF LABORWORKS. Licensee shall use commercially reasonable efforts to see that any user who receives access to the Web-based application from Licensee hereunder complies with all applicable provisions and prohibitions of this Agreement.

Article 6 – USER RESPONSIBILITIES

The User is responsible for all activity occurring under your Project accounts and shall abide by all applicable local, state, federal, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify EDF LABORWORKS immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to EDF LABORWORKS immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another Artifact user or provide false identity information to gain access to or use the Service.

Article 7 – ACCOUNT INFORMATION AND DATA

7.1 Except as otherwise provided, EDF LABORWORKS does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not EDF LABORWORKS, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and EDF LABORWORKS shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. EDF LABORWORKS may, however, utilize Customer Data to anonymously aggregate, publish or otherwise make known Performance Benchmarks or other data metrics about the use of the Service. Performance Benchmarks or other data metrics attributed specifically to you will only be published or otherwise made known with your prior written consent. In the event this Agreement is terminated (other than by reason of your breach), EDF LABORWORKS will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. EDF LABORWORKS reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and EDF LABORWORKS shall have no obligation to maintain or forward any Customer Data.

7.2 We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7.3 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

Article 8 – BILLING CHARGES AND PAYMENT OF FEES

You shall pay any and all applicable fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments shall be made in accordance with the attached EDF LABORWORKS Order Form, or as otherwise mutually agreed upon. You are responsible for paying any applicable fees or charges during the applicable billing period. Invoices will be sent every 30-days and due within 30-days of the invoice date. Customer will be billed according to the total number of active user(s)/identifications/login on the system which occurred during the 30-day billing cycle for that specific billing period and any additional services purchased within that billing cycle. A minimum of one (1) user is required per month for the duration of the contract months term chosen in the order form above. EDF LABORWORKS reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose the pricing terms made available to you to any third party.

Article 9 – DATA STORAGE FEES

EDF LABORWORKS reserves the right to establish or modify its general practices and limits relating to storage of Customer Data, including the right to initiate a maximum disk storage space allocation to your use of the Service, and to assess additional charges where a maximum storage space allocation is exceeded. EDF LABORWORKS will notify customers of any maximum disk storage space allocation and of any additional charges where a maximum disk storage space allocation is exceeded, including any such change to its general practices and limits relating to storage of customer data, including additional storage space charges, at least 30 days prior to those changes or charges being placed in effect.

Article 10 – BILLING AND RENEWAL

10.1 EDF LABORWORKS may charge and collect for use of the Service in accordance with its then in effect billing practices and procedures. EDF LABORWORKS will automatically renew and bill your credit card or issue an invoice to you for any applicable billing period, or as otherwise mutually agreed upon. The renewal charge will be equal to the then-current number of EDF LABORWORKS Pay Subscriptions subscribed to on the EDF LABORWORKS Order Form(s), plus any additional Pay Subscriptions utilized over and above the number subscribed to on the EDF LABORWORKS Order Form during any applicable billing period, times the subscription fee in effect during the applicable billing period, unless EDF LABORWORKS has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. EDF LABORWORKS fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on EDF LABORWORKS income.

10.2 You agree to provide EDF LABORWORKS with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and Subscription Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, EDF LABORWORKS reserves the right to terminate your access to the Service in addition to any other legal remedies.

Unless EDF LABORWORKS in its discretion determines otherwise: (i) entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes.

If you believe your bill is incorrect, you must contact us in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

Article 11 - NON-PAYMENTS AND SUSPENSION

11.1 In addition to any other rights granted to EDF LABORWORKS herein, EDF LABORWORKS reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for Pay Subscriptions during any period of suspension. If you or EDF LABORWORKS initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that EDF LABORWORKS may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

11.2 EDF LABORWORKS reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that EDF LABORWORKS has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

Article 12 – HIGH RISK ACTIVITIES

The Web-based application is not designed or intended for use in hazardous environments requiring failsafe controls, including without limitation operation or maintenance of any nuclear facilities, on-line control of aircraft, air traffic, aircraft navigation or aircraft communications, and life support or weapons systems, in which the failure of the Web-based application could lead to death, personal injury, or serve physical or environmental damage. EDF LABORWORKS specially disclaims any express or implied warranty of fitness for such high-risk activities.

Article 13 - ASSUMPTION OF RISK

You acknowledge that due to the complexity of the web-based application, it is possible that using the web-based application could lead to the unintentional loss or corruption of data. You assume all risks of such data loss or corruption. The warranties provided through this Agreement do not cover any damage or losses resulting from data loss or corruption.

Article 14 - LIMITED WARRANTY

EDF LABORWORKS does not guarantee the following: that the web-based application will be free from bugs, errors, or omissions, that it will perform without interruption, that the web-based application will meet licensee's requirements, that the operation of the web-based application will be uninterrupted or error-free, that defects in the web-based application will be corrected, or that new releases and/or upgrades of the web-based application will be provided. The web-based application, any information, codes, and/or executables provided, is supplied "as is", without warranty of any kind. Notwithstanding the foregoing, in case of a warranty claim, EDF LABORWORKS shall be entitled at its discretion to either remedy the fault or to make a substitute delivery. If a subsequent improvement fails, or if no substitute delivery is made within a reasonable time the licensee shall be entitled to assert his right to cancellation of the contract or diminution of the purchase price with respect to the defective contract web-based application.

Article 15 - LIMITATION OF LIABILITY

Damage claims as a result of culpa in contrahendo, breach of contract or tortious acts against EDF LABORWORKS are excluded except (i) in cases of wrongful intent or gross negligence, (ii) in the event of an assumption of an express quality guaranty or an express durability guaranty, and/or (iii) damages caused by any harm to life, body or health. This exclusion shall not apply in cases of ordinary negligence if material contractual obligations have been violated, but in this case each party shall be liable Only for compensation of typical, foreseeable damages. Any liability for Indirect or consequential damages e.g. lost profits shall be excluded in all cases. In no event shall the EDF LABORWORKS' liability exceed the amount paid by you for the web-based application. The above paragraph applies to EDF LABORWORKS, its legal representatives, executives and other employees and its vicarious agents. Compulsory liability in accordance with the product liability act shall remain unaffected by this. EDF LABORWORKS shall not be held liable for breach of contract or delay in the performance of contractual obligations, which can be ascribed to lawful strikes or lawful lockouts, any shortages, failure of suppliers, public disorder, riots, fire, inundation, storm, earthquake, war, acts of Government, working conditions or other reasons outside the control of the relevant party.

Article 16 - TRAINING

16.1 General Training. EDF LABORWORKS will conduct an initial one-time training session via online webinar conferencing. The timing is to be mutually determined by both parties and shall be conducted over a consecutive four (4) hour period during EDF LABORWORKS' standard business hours (Monday – Friday 8:00 am – 5:00 pm EST). Initial training not to exceed four (4) hours during EDF LABORWORKS' standard business hours (Monday – Friday 8:00 am – 5:00 pm EST). Federal holidays are excluded from the standard business hours of EDF LABORWORKS.

16.2 Additional Training. (a) EDF LABORWORKS will provide additional training session via online webinar conferencing at the rate of \$100.00 per hour (minimum one (1) hour) during standard business hours (Monday – Friday 8:00 am – 5:00 pm EST). Federal holidays are excluded from the standard business hours of EDF LABORWORKS. (b) EDF LABORWORKS will provide additional training session at your site: Southeast Florida site at \$150.00 per hour (minimum four (4) hours) and National locations at your site at \$150.00 per hour (minimum four (4) hours) plus travel expenses.

Article 17 – INTERNET ACCESS

EDF LABORWORKS is not responsible for providing internet access. The customer will be responsible for obtaining internet access from a service provider of their choice. Internet Access is required for the usage of this web-based software. Internet Access must be made available by the customer at the time of purchasing EDF LABORWORKS services. EDF LABORWORKS will not be responsible for delays in internet service provided by others. The customer will be billed for EDF LABORWORKS upon agreement herein and therefore understands that the delay in obtaining internet access does not constitute for the delay in EDF LABORWORKS billing. Services commence upon this execution of this agreement.

Article 18 - GENERAL

ALL QUESTIONS CONCERNING THE VALIDITY, OPERATION INTERPRETATION, AND CONSTRUCTION OF THIS AGREEMENT WILL BE GOVERNED BY AND DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

(a) Entire Agreement. This Agreement is not intended to create, and does not create, any partnership, joint venture, agency, fiduciary, employment, or other relationship between the parties, beyond the relationship of independent parties to a commercial contract. Neither party is, nor will either party hold itself out to be, vested with any authority to bind the other party contractually, or to act on behalf of the other party as a broker, agent, or otherwise.

(b) Headings. Headings under this Agreement are intended only for convenience and shall affect the interpretation of this Agreement.

(c) Waiver. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of the parties set forth in this Agreement are in addition to any rights or remedies the parties may otherwise have at law or equity.

(d) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.

(e) Governing Law and Jurisdiction. This Agreement and the parties' respective performance hereunder will be governed by United States federal laws and regulations and, as far as these are implemented into federal law, by international treaties. EDF LABORWORKS and Licensee hereby agree on behalf of themselves, and any person claiming by or through them, that the sole jurisdiction and venue for any litigation arising from or relating to this Agreement will be an appropriate court located in the United States, and Licensee specifically waives any objection that such jurisdiction and venue constitute an inconvenient forum.

(f) Contact Information. If you have any questions about this Agreement, or if you want to contact EDF LABORWORKS for any reason, please direct all correspondence to: EDF LABORWORKS, [address, phone number or e-mail to info@ EDF LABORWORKS.com](#).

(g) Other. EDF LABORWORKS™ is trademarks and/or registered trademarks of EDF LABORWORKS in the state of Florida, United States and/or various jurisdictions.

If any part, term, or provision of this Agreement shall be held unenforceable or in conflict with any law of any governmental authority having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected.

Each party represents that it has the full power and authority to undertake the obligations set forth in this Agreement and that it has not entered into any other agreements that would render it incapable of satisfactorily performing its obligations under this Agreement or that would place it in a position in conflict with respect to its obligations under this Agreement.

The parties agree that this agreement is complete and exclusive state of agreement and supersedes all proposals and agreements, oral or written, relating to the subject matter of this agreement.

IN WITNESS, the parties have caused the Agreement to be duly executed by their authorized representatives effective as of the date set forth above.

The terms and conditions of this contract apply in full to the services and product provided under this contract.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Printed Name of Authorized Representative

Printed Name of Authorized Representative

Company

EDF LABORWORKS

Company

Signature

Signature

Date

Date