



Update Software Inc.
14620 South Highway 101
Hopland, CA 95449

Phone: 707/894-6163 Fax: 707/744-1138
Email: sales@VinNOW.com
www.VinNOW.com



2018 VinNOW® ORDER FORM & SUBSCRIPTION CONTRACT

VinNOW® Order Form

Desired Install (&Subscription) Start Date: _____

Contact person for implementation: _____

Email & Phone: _____

Physical Address:
(Where the software will be installed)

Billing Mailing Address:
(Where invoices should be sent)

Primary Contact Name

Contact Name

Address

Address

City, State, Zip

City, State, Zip

Email and phone

Email and phone

Ordering Instructions:

Please make sure all information is accurate and complete. MAIL complete order form, and the entire signed contract to:
Update Software
14620 South Highway 101
Hopland, California, 95449

Payment: Please call the accounting office at Milano Winery (707-744-1396) with a credit card number for payment.
Required installation fees and first month's subscription are due at the time of ordering VinNOW® software.
Monthly subscription fees are due on the first of each month for the following month's fees. Monthly payments are either set up via automatic credit card deduction at no charge or invoiced for the monthly subscription plus a ten dollar accounting fee.
Full payment is required for computer hardware purchases when the order is placed.

Installation:
Installation dates are scheduled only after order form, complete signed contract, and payment are received. Contact the VinNOW® support department for available install dates. A minimum of fifteen business days are typically required for data conversions.

Licensed Company Name:
Your VinNOW® license & database is established under this name. The licensed company name will print from VinNOW® on reports and invoices exactly as shown in the boxes below. A change to your licensed company name after install will require a \$600 data conversion fee.

Licensed Company Name (Minimum 9 Characters, Maximum 50 Characters):

Grid of 50 boxes for company name entry

Grid of 15 boxes for company name entry

Please note: Special characters (% ' ! , : # . " etc.) are not allowed. Only letters and numbers may be used.
Upper and/or lower case may be used.

Software Upgrades, Training and Helpdesk Support are included in your monthly subscription fee. Staying current with upgrades insure that your VinNOW® stays current with Microsoft Windows, wine industry changes and credit card industry new requirements and changes. Training for staff is included in monthly fees.

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Please check the subscription and choices below:

VinNOW® Software is downloaded from the Internet. Prices are subject to change.

	Subscription Choices:	Platinum Monthly Fee	Gold Monthly Fee*
X	VinNOW® Base CRM, Order Management Software	200.00	120.00
	Wine Club Subscription	\$75.00	\$45.00
	Inventory Subscription	\$75.00	\$45.00
	Cashier Subscription (Point of Sale)	\$75.00	\$45.00
All for a low monthly fee of:		\$425.00	\$255.00

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*The Gold Price is a 40% discount and is available for all wineries with fewer than 601 active wine club members. Once a winery reaches 601 active club members the monthly subscription will automatically be charged at the Platinum Price.

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Monthly Subscriptions Include all the following for Free!:**

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|---|--------------------|--------------------|
| QuickBooks direct data push from VinNOW® | Compliance Manager | Shipping Logistics |
| Built in PCI Validated Credit Card Processing | Reporting | Gift Cards |
| VerticalResponse® Email Integration | UPS Integration | GSO Integration |
| DeVine Ware Integration | FedEx Export | |
| Constant Contact® Email Integration | | |

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Training, Retraining, Help Desk Support and Software Upgrades are included for Free!*

*Free VinNOW support is during normal business hours Monday-Friday 9am to 5pm PST.
 * Free VinNOW support is for covered items only, refer to help text for covered items. Windows computer setup and networking are not covered.
 Note: Some integration companies require a service contract for their services please check with them for their fees. QuickBooks integration requires you to purchase QuickBooks Pro. QuickBooks is not supported by VinNOW® staff; refer to a QuickBooks specialist for support of the QuickBooks software. Kreck Design & Nexternal WebCarts & ShipCompliant requires you to have monthly service contract with them. **In order to provide support, a method to access the server from the main location needs to be provided for VinNOW software maintenance and support as necessary.

Additional Options: (1 workstation is included in base price)

Number of additional workstations	\$25.00 each per month	10 workstations require the full Microsoft SQL Server 2012 or newer software
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Payment Processing is built into VinNOW® and for your data safety is limited to our authorized credit card integration partner.

You will need an account with TSYS our authorized integration partner before VinNOW can be installed.

Contact: Jeff Wurstner - Phone: 402-574-7059, Email: jwurstner@tsys.com

**Please note: Credit card processors may charge to tokenize credit cards when stored.
A credit card processing account must be set up before data is imported**

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Customer data must be imported before VinNOW® is installed – Please select one:

I do have existing data for importing – Please do not send credit card information via Email – We will provide a secure upload site.

I do **NOT** have existing data for importing.

Monthly Subscription Fees to be paid by automatic credit card deduction.

Automatic credit card deduction. Please call Accounting with your credit card information. 707-744-1396

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Data Conversion

\$600.00 if you have data to be converted and put into a VinNOW database, Payment is due with submission of order form.
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Installation - Setup and initial training must be completed prior to the use VinNOW® on a daily basis.

Company Name: _____

Current Number of Active Wine Club Members: _____

Authorized Purchaser Name & Title (Printed): _____

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Signature: _____

Date: _____

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VinNOW® SUBSCRIPTION CONTRACT, TERMS, & CONDITIONS

Thank you for choosing VinNOW®, a complete integrated solution. Please contact us anytime with questions or for assistance. The following document, when signed by you as the Customer, (“**Customer**”) constitutes all the contract terms and conditions with respect to your use of VinNOW® SOFTWARE (“**Software**”) by Update Software Inc. (“**Update**”).

PART 1. VinNOW® SOFTWARE

A. System Requirements: **Subject to change as technology changes.**

VinNOW® SOFTWARE is currently designed to operate on the 64 bit version of Microsoft, Windows 7 pro, Windows 8.1, Windows 10 pro, Server 2012 Essentials or Standard Operating Systems only.

VinNOW does not provide any special network support for virtual environments. However virtual machines may be used; provided the VinNOW software can communicate on the network in the very same manner as if the machines were connected in a traditional non-virtual environment. If virtual workstations are used, the method or program used to connect to the virtual workstations (e.g. Remote Desktop) must provide the user with the same functionality as if they were on a local networked Windows machine using the VinNOW program. For example the Windows taskbar for the virtual machine must be visible and accessible to the VinNOW user.

In order to provide support, a method to access the server from the main location needs to be provided for VinNOW software maintenance and support as necessary. The client assumes all responsibility for maintaining and the support of their network environment and hardware.

The Foundation version of Server 2012 is not supported. The computer from which VinNOW® SOFTWARE is intended to operate must have a minimum: 8GB ram and 500GB hard drive - recommended is quad core CPU 2.5 Ghz or higher with 16GB ram. Also required are an Internet connection and Microsoft SQL Server 2012 or newer Express or full version. **The Customer is fully responsible for the installation and functionality of all hardware components, Microsoft SQL Server (including Native Client 2008R2) and operating system software (including peripherals).** While Update Software, Inc. can provide recommendations upon request for hardware and network vendors, Update is not responsible for such equipment or the vendors. Please visit the company website, www.vinnow.com under Client Center for hardware specifications.

VinNOW® SOFTWARE is a software package designed on Microsoft Windows technology. Apple computers are not supported. Update recommends finding a computer provider to install your network (if applicable), set up your computers, install virus protection and maintain your Microsoft updates and security settings. Update reserves the right to change system requirements as technology develops or vendors change product offerings.

B. General Software Description:

1. VinNOW® SOFTWARE” AS USED IN THIS AGREEMENT SHALL MEAN ALL COMPUTER PROGRAMS LICENSED UNDER THIS AGREEMENT, INCLUDING ALL RELATED FILES, DOCUMENTATION, AND OTHER MATERIALS, WHETHER IN WHOLE OR IN PART, INCLUDING ANY AND ALL MODIFICATIONS, DERIVATIVE WORKS, AND COPIES OF THE FOREGOING, REGARDLESS OF THE FORM OR MEDIA IN OR ON WHICH THEY MAY EXIST. THE SOFTWARE SHALL CONSIST OF THE PRODUCTS LISTED IN THE ATTACHED SOFTWARELICENSE SCHEDULE, WHICH IS INCORPORATED HEREIN BY REFERENCE.
2. VinNOW® SOFTWARE is a PC/server based CRM software system using a local Microsoft Sequel Server database. It will facilitate, manage and report on product sales, it also provides some tools to evaluate business performance and facilitate sales growth.
3. VinNOW® SOFTWARE will collect, record and report on sales data from its own retail Point-of-Sale (POS) module, automated Wine Clubs module and eCommerce module. VinNOW® SOFTWARE processes and tracks orders through shipping, and tracks, manages and reports on inventory. It also performs marketing database search and list segmentation.
4. Acting as the master database, VinNOW® SOFTWARE integrates with select industry standard web shopping cart software, compliance software, email marketing and social media software, shipping services software, financial reporting software and automated merchant services.
5. All features of VinNOW® SOFTWARE are subject to change in Update’s sole discretion, and without prior notice to Customer.

C. **Hardware and Other Software:** Update, at Customer’s expense, may agree to provide certain required hardware as requested by Customer such as receipt printers or scanners. Any such hardware ordered on Customer’s behalf from the hardware vendor/manufacturer is believed, but not guaranteed, to be reliable. All warranty and faulty product related issues shall be the responsibility of the Customer, not Update. Customer agrees to directly process any claims relating to hardware directly with product manufacturer or vendor. Update is not responsible for individual manufacturers’ warranty policies. All hardware purchases are non-refundable through Update.

Standard VinNOW® installation covers only VinNOW® SOFTWARE on the server or database computer. You are responsible for all other non-VinNOW® SOFTWARE installations and operations, including Microsoft Windows, Microsoft SQL Server and any other software such as antivirus, together with installation of cabling, computer, network or peripheral device setup. Update Software reserves the right to postpone and delay the installation of VinNOW® SOFTWARE if the computer equipment or network is not established to the degree required at the scheduled installation time, without liability to Update. If Update has scheduled remote training and/or installation and Customer’s computers or staff are not available at the scheduled time Update may impose a one hour fee for time allotted unless Customer has cancelled with a 24 hour notice.

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PART 2. Installation:

Before Installation of VinNOW® SOFTWARE, the following must occur:

1. Send completed order form along with entire signed contract and payment for installation and initial setup.
2. Setup the required computer system and Network (if in a multi computer environment) to be used.
3. Set up an account for merchant credit card processing; let them know you are a VinNOW® customer to get the best possible rate.
4. On receipt of payment, Update will schedule your data conversion if required, training and installation time.
5. Pre-setup documents are provided and must be completed and returned to Update prior to installation.

The installation timeframe is dependent on many factors including how many other installs we have on the calendar and the amount of existing data to convert into VinNOW® SOFTWARE.

Prior to installation, Update will schedule one or more phone call(s) to discuss the implementation process. During this process, Update will schedule installation and training times. Please allow a minimum of one hour for the initial phone call.

Following this phone call(s) the customer should ensure the correct environment exists in which to install VinNOW, specifics of which can be found at WWW.VinNOW.com/DOC. This would include but is not necessarily limited to correct Windows Operating System and Operating System Settings, SQL Server 2012 with Management Tools (express or full version), and Networking of all machines that VinNOW will be operating on. The initial installation process will be performed remotely via the internet and be the installation of the server/database only. Although VinNOW Support will be available for questions pertaining to Client machine installation and may assist, the Customer is ultimately responsible for the installation of VinNOW on all client machines. All the information needed to successfully perform those installations can be found at WWW.VinNOW.com/DOC

We want you to be successful. Sufficient time for setup and learning the full extent of the system is a must before going live. Customers have reported that the time involved to properly refine their system is between six to twenty hours depending on how many products need to be setup and prior knowledge of software systems.

Part 3. Training & Help Desk Support:

Required Initial Training sessions must be completed prior to the Customer attempting to use the program on a daily basis as part of its operations. In order to diagnose any issues, VinNOW Support must have access to the computer that has the VinNOW database on it and be able to be logged into that machine under the Administrator user profile that installed Microsoft SQL Server. The Microsoft SQL Server on the database machine must have been installed with Management Tools (i.e. Microsoft SQL Server Management Studio) for access to the database.

The VinNOW® help desk is staffed Monday to Friday 9:00 to 5:00 Pacific Standard Time except holidays. After hours support is available please refer to the support terms and conditions located in VinNOW Help. VinNOW® Help Desk only has the current version of VinNOW® available to them and will not be able to assist clients on older versions.

Help Desk assistance is subject to the terms and conditions posted on the website, and are subject to change without prior notice to Customer. Certain services may be subject to additional charges.

Part 4. Software License:

The software is licensed to you for use, as long as your subscription is current, with one database at one location and is not to be shared with other businesses, organizations, or individuals. If your subscription is not current the software will no longer function. Refer to the Termination of Subscription License below for details. VinTracker Bulk wine module is not included.

Part 5. Payment Terms:

Payments are due by the first of each month for the following month. Payments not received by the tenth of the month will be subject to a 15% late fee and will cause the subscription to be cancelled and the software will stop working by the end of the month. Failure to pay monies owed will subject the Customer's VinNOW® software to be suspended (the program will stop working) or terminate all service and support until the entire past due balance, together with service charges and re-instatement fees are paid. A reinstatement fee of \$200.00, all unpaid invoices and prepayment for the next month's subscription will be required to restart a subscription. In addition if while your subscription has lapsed Microsoft Windows and/or VinNOW® changed requiring support to upgrade VinNOW® you will be billed at the current hourly support rate for all time spent.

Part 6. Software Upgrades:

Software upgrades are included in the monthly subscription fees.

Please note:

* VinNOW® is designed to work exclusively as an integration exclusively with Kreck Design and Nexternal web shopping carts.

* The appropriate version of Microsoft Windows SQL Server 2012 Device CAL license is required to use more than ten VinNOW workstations.

Integration & Interfaces:

Update does not guarantee Software integrations or interfaces with other programs such as UPS Shipping, VerticalResponse, ShipCompliant, QuickBooks or others at any or all times. If an outside product vendor modifies their software or procedures without notifying Update, the integration may not function correctly. Update will use its reasonable best efforts to work with the vendor as soon as reasonably practicable to attempt to correct integration issues.

The VinNOW® to QuickBooks integration requires the QuickBooks Pro desktop versions that their Software Development Kit allows Update to program. Check with Update for current versions programmed for VinNOW®. As new QuickBooks versions are released, Customer may need to upgrade QuickBooks in order for the VinNOW® integration to function.

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250 **Merchant Credit Processing:**
251 VinNOW® offers you direct credit card processing between VinNOW® and our authorized credit card processor.

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253 **VinTracker Bulk Wine Tracking:** This is an add-on module to VinNOW. This module is not currently available

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255 **Data stored in VinNOW:** The European Union's "General Data Protection Regulation (GDPR)" went into effect on May 25th,
256 2018. It is up to the Customer to decide what data to collect and store and manage data stored within the Software. Customer
257 releases Update Software Inc. of any liability for data stored or used in the Software.

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259 **Data Import:**
260 To ensure data integrity in VinNOW®, VinNOW® does not have a data import function outside of our web shopping cart
261 integration and our XML Import. Update is not responsible for database issues caused by improperly formatted imported data.
262 Current programming and support hourly fees apply to all calls and work performed for data correction when caused by outside
263 data sources. Conversions of data must be done before VinNOW® is installed. This process is to protect the data integrity of the
264 VinNOW® database. Please contact Update for specifications, details and any associated costs.

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266 **Customer's Expectations:**
267 Please see General Software Description, Part 1.B., above. Customer is responsible to satisfy themselves regarding any
268 expectations for the features included with the software before ordering the software. While VinNOW® is designed specifically for
269 wine tasting rooms, there are variations in how each business is operated and the selected software may not accomplish all
270 expected tasks the Customer intended.

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272 **Part 7. Software License:**
273 By installing, copying, downloading, accessing or otherwise using VinNOW® Software ("**Software**") purchased from Update,
274 Customer agrees to be bound by the terms of this LICENSE. If Customer does not agree to the terms of this license, Customer
275 may not use or copy the Software, and should promptly contact Update.

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278 VinNOW® software is licensed, not sold. *The license is not assignable, nor can Customer sub-license rights.* Any rights not
279 clearly and expressly granted to Customer under this license are reserved to Update. Provided Customer has paid all applicable
280 fees, registered the Software with Update and otherwise complied with this license, then Update grants Customer the following
281 personal, non-exclusive, non-transferable, limited rights:

282 i. Customer may use *and execute* the software on the one database at one location on any individual single computer; use the
283 software on a network, provided that Customer has a copy licensed for network use; or copy the Software for archival purposes,
284 provided any copy must contain all of the original Software's proprietary notices. Use for multiple organizations, such as a service
285 bureau, is not allowed without written permission from Update.

286 ii. Customer may not decompile, disassemble, extract or otherwise reverse engineer any of the Software. Customer shall not
287 have the right to obtain or use any source code. Customer shall not have the right to copy, reproduce, or distribute the Software
288 except as provided above. Customer agrees not to rent, lease, or loan the Software, nor use the Software to render time sharing
289 of service bureau services. Customer may not use the Software in a software production "foundry" environment to make third
290 party software ready for manufacture or installation. Customer may not make any commercial use of the Software code except as
291 expressly permitted under this agreement.

292 iii. The documentation that accompanies the Software is licensed for internal, non-commercial reference purposes only. The
293 Software may include document templates. Customer is **not** licensed to do any of the following:

- 294 • Sell, resell, license, rent, lease, lend, or otherwise transfer for value, the templates.
- 295 • Distribute the templates available via Internet-based services as part of any product or service.
- 296 • Copy or post any templates available through internet-based services on any network computer or broadcast it.

297 Customer must indemnify and defend Update against any claims or lawsuits, including attorneys' fees, which arise from or result
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302 part of the Software or documentation may be reproduced, transmitted, transcribed, stored in a retrieval system or translated into
303 any human or computer language without prior written permission of Update. Update asserts its "Moral Right" to be identified as
304 the author of this work, in all jurisdictions that recognize the "Moral Right."

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307 valuable to Update and shall not be used by Customer, or any other person, without Update's express written permission. The
308 Marks include, but are not necessarily limited to the following: Update Software, VinNOW®. Update expressly reserves the right
309 to use additional registered and unregistered Marks in connection with its business, and such additional registered and
310 unregistered Marks shall be entitled to full protection under applicable law. Any use of any of Update's Marks without the prior
311 written consent shall be deemed an intentional and willful violation of substantial rights of Update. Customer agrees not to
312 remove, deface, or destroy any copyright, patent notice, trademark, service mark, other proprietary markings, or confidential
313 legends placed on or within the Software.

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316 These other marks include, but are not necessarily limited to: WINDOWS®, Windows 7, Window 8, Windows 8.1, Window 10,
317 Microsoft SQL Server and WINDOWS XP which are registered Trademarks of Microsoft Corporation. QuickBooks® which is a
318 registered Trademark of Intuit, Inc. UPS which is a registered Trademark of United Parcel Service. Apple, the Apple logo, and
319 iPhone are trademarks of Apple Inc., registered in the U.S. and other countries. Apple Pay and Touch ID are trademarks of Apple

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320 Inc. © 2015 Google Inc. All rights reserved. Google Wallet™ is a trademark of Google Inc. EMV is a registered trademark or
321 trademark of EMVCo LLC in the United States and other countries.
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324 the express written permission of such trademark or service mark owner.

325 **D. CONSENT OF USE OF DATA.** Customer agrees that Update may collect and use technical information gathered as part of
326 the product support services provided to Customer, if any, related to the Software. Update may use this information solely to
327 improve its products or to provide customized services or technologies to Customer and will not disclose this information in a form
328 that personally identifies Customer. Update has no access to Customer's data. Customer may use the Software to send data,
329 including confidential information to third parties, including QuickBooks, UPS, FedEx, and others. Update will not send any of
330 Customer's data to a third party without Customer's express authorization.

331 **E. ADDITIONAL SOFTWARE & SERVICES.** This license applies to updates, supplements, add-on components, or Internet-
332 based services components of the Software ("Supplemental Components") that Update or its affiliates or subsidiaries may provide
333 to Customer or make available to you after the date you obtain your initial copy of the Software, unless other terms are provided
334 along with the Supplemental Components. If other terms are not provided along with such Supplemental Components and the
335 Supplemental Components are provided to you by Update, its affiliates or subsidiaries, then you will be licensed by such entity
336 under the same terms and conditions of this license, except that TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE
337 LAW, THE SUPPLEMENTAL COMPONENTS AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE SUPPLEMENTAL
338 COMPONENTS ARE PROVIDED "AS IS AND WITH ALL FAULTS." ALL PROVISIONS BELOW REGARDING DISCLAIMER OF
339 WARRANTIES, EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES, AND LIMITATION OF
340 LIABILITY AND REMEDIES SHALL APPLY TO SUCH SUPPLEMENTAL COMPONENTS.
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342 **F. LIMITED WARRANTY FOR SOFTWARE ACQUIRED IN THE US.**

343 Update warrants that the Software will perform substantially in accordance with the accompanying materials for a period of sixty
344 (60) days from the date of installation.

345 If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it,
346 you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS
347 LIMITED WARRANTY (SIXTY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE SIXTY-DAY PERIOD, THERE IS NO
348 WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty
349 or condition lasts, so the above limitation may not apply to Customer.

350 Any supplements or updates to the Software, including without limitation, any (if any) service packs or hot fixes provided to you
351 after the expiration of the Sixty-day Limited Warranty period are not covered by any warranty or condition, express, implied or
352 statutory.
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355 this Limited Warranty is as set forth below. Except for any refund elected by Update, CUSTOMER IS NOT ENTITLED TO ANY
356 DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software does not meet Update's Limited
357 Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of
358 Part 7 H. ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty.
359 Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or
360 exclusion may not apply to Customer. This Limited Warranty gives Customer specific legal rights. Customer may have other
361 rights which vary from state/jurisdiction to state/jurisdiction.
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364 Warranty or for any other breach of this Agreement or for any other liability relating to the Software shall be, at Update's sole and
365 exclusive option from time to time exercised subject to applicable law, (a) return of the amount paid in that month (if any) for the
366 VinNOW® Software, or (b) repair or replacement of the Software that does not meet this Limited Warranty. If Update determines
367 that the repair or replacement option is not commercially feasible, then Licensor shall return to Licensee any license fees paid for
368 the Software in that month, and in that event, any licenses granted by Update to Customer for the Software shall terminate.
369 Customer will receive the remedy elected by Update without charge. This Limited Warranty is void if failure of the Software has
370 resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the
371 monthly subscription period or sixty (60) days, whichever is longer, and Update will use commercially reasonable efforts to provide
372 customer's remedy within a commercially reasonable time of Customer's compliance with Update's warranty remedy procedures.
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375 **G. DISCLAIMER OF WARRANTIES.** The Limited Warranty that appears above is the only express warranty made to Customer
376 and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation,
377 packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law,
378 Update, its affiliates and subsidiaries, provide the Software and support services (if any) AS IS AND WITH ALL FAULTS, and
379 hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any)
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381 accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with
382 regard to the Software, and the provision of or failure to provide support or other services, information, software, and related
383 content through the Software or otherwise arising out of the use of the Software. ALSO, THERE IS NO WARRANTY OR
384 CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-
385 INFRINGEMENT WITH REGARD TO THE SOFTWARE
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390 ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT
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392 INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO
393 MEET ANY DUTY OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY
394 OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE
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398 MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF UPDATE, ITS
399 AFFILIATES OR SUBSIDIARIES, AND EVEN IF UPDATE, ITS AFFILIATES OR SUBSIDIARIES HAS BEEN ADVISED OF THE
400 POSSIBILITY OF SUCH DAMAGES.
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407 ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES
408 CUSTOMER INCURS IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY
409 CUSTOMER FOR THE SOFTWARE OR US\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS
410 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS
411 ESSENTIAL PURPOSE.
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413 **J. NON-MANUFACTURED PRODUCTS.** Update expressly extends neither warranties nor representations of suitability,
414 functionality or fitness for a particular use of any software not produced by Update. QuickBooks is not a product of Update, and
415 as such, Update makes no guarantees or warranties as to QuickBooks or what versions of QuickBooks will work with VinNOW®.
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418 enhancements. Update may make future enhancements to its software at its sole discretion, but is under no obligation to do so.
419 Update has not and will not, authorize any sales persons to make representation, oral or written nor will Update be bound by such
420 unauthorized representation regarding: whether future software enhancements; and/or the future specifications or performance
421 characteristics of future versions of Update's software. No employee or agent of Update is authorized to make any representation
422 which contradicts any term or provision of this agreement absent expressed written modification signed by Update's President.
423 Customer may not rely on such unauthorized representations in its purchase or use of Update's software. Update is not
424 responsible for claims and/or representations by salespersons who are not agents of Update Software, including but not limited to
425 representations regarding the past, present or future performance characteristics of its software.
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427 **L. MODIFICATION TO DATABASE.** The Software is licensed with one (1) database only. Any changes, modifications or
428 alterations to such database that resulted from using software other than the software purchased from Update may cause the
429 Software not to function or function incorrectly. Any changes to the database made directly or with other programs or
430 programming tools may also prevent future upgrades to function. Update may, at its option, elect to terminate all services to
431 Customer as a result of such modification, alteration or change.
432

433 **M. CONFIDENTIALITY OF SOURCE CODE.** The license granted under this agreement is to use the Software and Customer
434 has no rights to Source Code. Customer agrees to maintain in confidence the Software by using not less than the same physical
435 and other security measures used for Customer's own confidential technical information and documentation. Customer further
436 agrees not to disclose the Software, or any aspect thereof, including the fundamental database, to anyone other than Customer's
437 employees who have a need to know or obtain access to such information in order to support your authorized use of the software
438 and are bound to protect such information against any other use or disclosure. Customer further agrees to instruct its personnel to
439 keep the Software confidential by using the same care and discretion that they use with other data designated by Licensee as
440 confidential. Customer agrees that any disclosure of the Software to a third party constitutes a material breach of this Agreement
441 and shall terminate the license granted by this Agreement. Customer further agrees that it shall be strictly liable for all damages to
442 Update that result from any disclosure of the Software to any third party.
443

444 **N. TERMINATION OF SUBSCRIPTION LICENSE.** The license set forth in this agreement will terminate automatically if Customer
445 fails to comply with the terms, conditions, or limitations contained in this agreement, including the timely payment of applicable
446 charges, price, or fees. Upon termination, Customer shall destroy all copies of the Software and documentation. Customer may
447 terminate this License at any time (with no obligation on the part of Update) by sending a thirty day written notice and destroying
448 all copies of the Software, deleting the Software from Customer's computer and storage drives, ceasing all use of the Software
449 and documentation. Upon Termination the Software will no longer function. The duties of Customer, disclaimer of warranty and
450 limitations on liability contained in this agreement shall continue in force even after Customer's rights to use the Software under
451 the terms of the License have been terminated by either Update or Customer. Update may terminate the contract by sending a
452 thirty day written notice.
453

454 Prior to termination the customer has the ability to export lists of customer information excluding credit card information directly
455 from within the VinNOW program. As the customer credit cards are only tokenized representations of the credit card numbers in
456 VinNOW, VinNOW has no access to provide the credit card information upon termination. Customers should contact their credit
457 card processor for any questions pertaining to obtaining that information.
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18150 Initials: _____

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Part 8. Miscellaneous Provisions:

A. Interpretation & Governing Law.

This agreement, as well as any further differences, disagreements, and/or disputes between the parties, shall, in all respects, be interpreted, enforced, and governed by and under the laws of the State of California and by a tribunal of competent jurisdiction located within the County of Mendocino, State of California. This agreement shall be construed as a whole in accordance with its fair meaning and not strictly for or against any party hereto regardless of the drafter.

B. Successors and Assigns.

The provisions of this agreement shall bind and benefit the respective successors and assigns of the parties hereto.

C. Entire Agreement.

This agreement contains the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposed agreements, or conditions, whether written or oral. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this agreement that are not fully expressed in this agreement.

D. Authority to Execute.

Each person executing this agreement on behalf of a party represents and warrants to the other parties that he/she/it has full and complete authority to bind and commit each such party to this agreement and to the provisions hereof.

E. Severability.

If any paragraph, section, sentence, clause or phrase in this agreement shall become illegal, null or void for any reason, or shall be held by a tribunal of competent jurisdiction to be illegal, null or void or against public policy, such portion of the agreement shall be deemed severed herefrom, but the remaining paragraphs, sections, sentences, clauses, phrases or other portions of this agreement shall not be affected thereby, and shall remain in full force and effect.

F. Waiver.

No party shall not be deemed to have waived any rights under this agreement unless such waiver is in writing and signed by such party. No delay or omission on the part of such party in exercising any right shall operate as a waiver of such right or any other right.

G. Amendment.

The provisions of this agreement may be modified at any time only by written agreement of the parties. Any such agreement made after the date of this agreement shall be ineffective to modify this agreement in any respect unless in writing and signed by the party to be charged.

H. Captions.

All paragraph, parts and section captions are for reference only and shall not be considered in construing or interpreting this agreement.

I. 60 Day Money Back Guarantee.

For any reason, you may submit a written request to cancel your subscription, within 60 calendar days of the installation date of the VinNOW software onto your computer. Upon cancellation, your refund will be limited to the amount you paid to Update Software for your installation fee and the first two months of your paid subscription. Once cancelled, the VinNOW program will no longer be operable on your computer and you will not be able to access any of the information within VinNOW. Your credit card processor may charge a fee to extract credit card data – VinNOW does not store credit card numbers. **NOTE: To qualify for the Money Back Guarantee the primary VinNOW user must have completed all Training Sessions.**

The undersigned Customer agrees that this agreement is entered into at Hopland, California. During the installation process by clicking "I accept the terms in the license agreement" Customer is conclusively stipulating that Customer has read and understands the terms of the License.

Customer: _____
Company Name

Name & Title: _____
Authorized Purchaser Name & Title (Printed)

Signature: _____ Date: _____
Authorized Purchaser

Please MAIL entire completed VinNOW Order Form and Monthly Subscription Contract to:

Update Software Inc. ** Contract must be received before installation ******
14620 South Highway 101
Hopland, CA 95449

Please do not send credit card information in an email.
Please call our accounting office at Milano Family Winery 707-744-1396.

Please have your IT (Computer) person read our computer and network requirements located in the Client Center on our website www.vinnow.com

End contract: 18150
18150 Initials: _____