



APPX Software, Inc.

Worldwide Customer Price List

Effective January 1, 2008

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CUSTOMER PRICE LIST
EFFECTIVE JANUARY 1, 2008

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GENERAL INFORMATION

1. All prices in this document are retail list prices, i.e., the price that a customer should expect to pay for a software license and the various optional features and services.
2. APPX (APPX Software, Inc.) utilizes signed software license agreements for all but promotional or evaluation licenses.
3. APPX utilizes license server technology to prohibit running of unauthorized copies of software. A registration key is issued for each license purchased.
4. The **License Effective Date** is the Effective Date ("Sublicense Date") as specified in the Authorized Sublicense Agreement executed and signed by the customer, or, in the absence of a Sublicense Agreement, the date of issue of the initial registration key.
5. APPX software licenses are for a specified number of **concurrent** runtime users, with each licensed user (other than Limited Access Users) being permitted to run up to four simultaneous sessions.
6. Additional optional features, including Design Rights, Database Interfaces, and Financial Applications, are separately licensed. Each such separate feature is licensed for a specified number of concurrent users not to exceed the total number of licensed runtime users and may be used on each of a user's simultaneous sessions.
7. Software maintenance and technical support are available on an annual basis.
8. APPX uses the following terminology in referencing software within this price list:
 - VERSION is the highest level of reference, the first digit in the sequence. For example, APPX 4.2.5 is Version 4
 - RELEASE is the second highest level of reference, the digit following the first decimal point. Therefore, APPX 4.2.5 is Release 4.2
 - PATCH LEVEL is the lowest level of reference. Thus, APPX 4.2.5 defines the Patch Level of software.
9. All APPX licenses include the following features:
 - The APPX Runtime environment for the licensed number of concurrent runtime users.
 - Application Design Utilities for the licensed number of design rights.
 - System Administration Utilities.
 - Database Management Utilities.
 - Security Management Utilities.
 - Documentation Management Utilities.
 - Language Translation Facility.
 - Application Generator Utility.
 - The APPX Report Writer end-user reporting tool.
 - APPX/NET for accessing distributed APPX data and APPX applications.
 - ANSI Character Mode client access on Unix platforms.
 - The APPX GUI Client with desktop integration.
 - The APPX/IO data access method, for storing and retrieving data in indexed or sequential files.
 - APPX/ODBC drivers to allow access to APPX data by external products (e.g., Excel, Crystal Reports).
 - APPX/ODBC interface to allow storage of APPX data in external ODBC databases (e.g., SQL Server, MySQL, PostgreSQL).
 - Silver Level Maintenance Support (or higher, if the customer subscribes to a higher support level), for the first 90 days after the License Effective Date on all permanent licenses (requires registration of customer – Bronze Level provided without such registration).
 - Temporary use for the first 90 days after the License Effective Date of one Design Right for all permanent licenses for which a Design Right was not purchased.
10. APPX reserves the right to separately license any new or existing feature.
11. APPX reserves the right to change this Price List at any time and without advance notice.
12. All prices are in U.S. Dollars. All payments to APPX must be in U.S. Dollars.



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APPX LICENSES – ALL PLATFORMS

Product	Per	Multi-User Licenses	Single-User Licenses
APPX User Rights	Each	300	Free
Design Rights	Each	1,200	Free
Database Interface User Rights (DB2, Oracle, D-ISAM)	Each	200	200
Limited Access User Rights - Anonymous Users	10-pk	300	N/A
Limited Access User Rights - Named Users	10-pk	600	N/A

Multi-user System Licenses:

Each APPX **Multi-user** System License must include at least two User Rights. Design Rights can optionally be added to User Rights as an additional feature. The number of Design Rights licensed cannot exceed the number of User Rights licensed.

Single-user System Licenses:

Each APPX **Single-user** License includes one User Right. Additional User Rights may **not** be added to Single-User Licenses. A Design Right may optionally be added to the single User Right as an additional feature. Single-user licenses have no value for reconfiguration purposes, and cannot be upgraded to multi-user licenses.

Database Interface User Rights:

Each APPX System License may optionally include interfaces to commercial database products as shown above. The number of Database Interface User Rights licensed cannot exceed the number of System License User Rights. Prices shown are per Interface. See page 11 for more information regarding Database Interface User Rights.

Limited Access User Rights:

Customers holding one or more APPX Multi-user Licenses may add **Limited Access User Rights** to their license(s), for the purpose of allowing individuals, not employed by the Licensee or its affiliates, to use APPX processes on the licensed server(s) to inquire into, report on, enter, modify, or otherwise process data in APPX data files. Limited Access Usage is reserved for casual, occasional, transient, non-employee users, such as customers who would connect in through the Licensee's website. One example of Limited Access Users would be customers connecting in via the Internet for order information.

The following conditions and restrictions apply to Limited Access Usage:

1. Limited Access User Rights may be purchased, in bundles of ten, as per the price list table above.
2. Limited Access users may be either "Named" or "Anonymous".
3. One and only one User ID may be designated as the "Anonymous" Limited Access user. One or more User IDs may be designated as "Named" Limited Access users. Each login session under such IDs will be counted toward the licensed number of concurrent Limited Access Users of their respective types.
4. Limited Access Users operate under the following constraints:
 - a. Any printed output may be directed only to a local (non-network) printer.
 - b. Access to Application Design, System Administration, or Database Management utilities is not permitted.
 - c. All sessions will be terminated after no more than 30 minutes.

Purchase Discounts:

See page 12 for information regarding purchase discounts.



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APPX ANNUAL MAINTENANCE PLANS

Enterprise Server Licenses	Bronze	Silver	Gold	Platinum
Per Customer	-	800.00	1,000.00	5,000.00
Per License	163.00	163.00	163.00	163.00
Per User Right ¹	163.00	175.00	178.00	193.00
Per Design Right	640.00	890.00	940.00	1,240.00
Per Database Interface User Right	16.30	17.50	17.80	19.30

Windows Multi-User Server Licenses	Bronze	Silver	Gold	Platinum
Per Customer	-	800.00	1,000.00	5,000.00
Per License	82.00	82.00	82.00	82.00
Per User Right ¹	82.00	94.00	97.00	112.00
Per Design Right	320.00	570.00	620.00	920.00
Per Database Interface User Right	8.20	9.40	9.70	11.20

Linux Multi-User Server Licenses	Bronze	Silver	Gold	Platinum
Per Customer	-	800.00	1,000.00	5,000.00
Per License	33.00	33.00	33.00	33.00
Per User Right ¹	33.00	45.00	48.00	63.00
Per Design Right	128.00	378.00	428.00	728.00
Per Database Interface User Right	3.30	4.50	4.80	6.30

Enterprise Single-User Licenses	Bronze	Silver	Gold	Platinum
Per Customer	-	800.00	1,000.00	5,000.00
Per License	33.00	45.00	48.00	63.00
Per Design Right	128.00	378.00	428.00	728.00
Per Database Interface User Right	3.30	4.50	4.80	6.30

Windows Single-User Licenses	Bronze	Silver	Gold	Platinum
Per Customer	-	800.00	1,000.00	5,000.00
Per License	16.00	28.00	31.00	46.00
Per Design Right	64.00	314.00	364.00	664.00
Per Database Interface User Right	1.60	2.80	3.10	4.60

Linux Single-User Licenses	Bronze	Silver	Gold	Platinum
Per Customer	-	800.00	1,000.00	5,000.00
Per License	8.00	20.00	23.00	38.00
Per Design Right	32.00	282.00	332.00	632.00
Per Database Interface User Right	1.60	2.80	3.10	4.60

¹For maintenance calculations, each Anonymous Limited Access User Right counts as 0.1 user, and each Named Limited Access User Right as 0.2 users.

Enterprise Server Group:

Includes platforms HP-UX (PA-Risc and Itanium), IBM AIX (RS/6000), and Sun Solaris (SPARC).

Windows Server Group:

Includes Windows NT/2000/XP/2003/Vista on Intel and Intel-compatible (x86) processors.

Linux Server Group:

Includes all supported Linux distributions on Intel and Intel-compatible (x86) processors.



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Support Levels:

APPX Maintenance Plans range from **Bronze** Level Support, which offers primarily Software Update Coverage, through **Platinum** Level Support, which includes extended hours technical support, access to key personnel, etc. Refer to APPX publications and the APPX website for coverage details, terms, and conditions of each plan.

Term:

All APPX Maintenance Plans are sold on an annual basis only, and must be fully paid in advance of the coverage period. Maintenance charges are non-refundable. For Silver, Gold, or Platinum support customers with multiple licenses, the annual expiration date shall be synchronized, and any additions or changes may result in pro-rated charges to maintain that synchronization. Such pro-rated charges will be applied to each month, at 1/12 of the annual rate. Customers must maintain the same level of support for all active licenses.

Initial Coverage Period:

Silver Level support is provided at no charge during the first 90 days after the License Effective Date for a new permanent License or Per Incident Software Update. If the customer purchases Gold or Platinum Level support for the new license, or subscribes to that level of support on other active licenses, then the initial coverage shall be at the higher level at no additional charge.

Upgrading or Downgrading Maintenance Coverage:

Customers who wish to upgrade their support level may do so only at the time of renewal of their coverage term. Customers who wish to downgrade their support level are not entitled to refund or credit, so any such downgrades should be considered at the time of the annual renewal. Similarly, license upgrades (adding user rights, design rights, etc.) will result in pro-rated charges for corresponding maintenance, but license downgrades do not entitle the customer to any refund or credit.

Reinstatement of Lapsed Coverage:

APPX Software, Inc. strongly recommends that customers keep their maintenance coverage in force on a continuing basis, to guarantee access to the latest releases and patches, as well as technical support from expert APPX staff. Coverage that has lapsed may be reinstated within 90 days after expiration by payment of the annual fees. In this case, the new expiration date will be one year after the previous expiration date. After 90 days, a customer wishing to reinstate maintenance coverage must purchase a Per Incident Software Update (see below), in addition to the annual term renewal.

Per Incident Software Updates and Technical Support:

For customers not subscribing to an APPX Maintenance Plan, Per Incident Software Updates may be purchased in order to receive new versions, releases, or patches. Those customers, or others with Bronze Level Support, may purchase APPX Technical Support, when needed, on a per incident basis as well, or may upgrade to a higher level of support on an annual basis. See page 8 for additional information.



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APPX BUSINESS APPLICATIONS

Product	Price on All Platforms
Individual Applications (price per application)	300
General Office Bundle (7 applications)	1200
Distributor Bundle (12 applications)	2000

PACKAGES

APPX Business Applications

- a fully integrated system of accounting and distribution modules
- designed to be customized and to provide a solid foundation upon which a customized system can be created to meet a customer's exact requirements
- applications can be purchased individually but are designed to be a fully integrated suite of applications (individual applications may require one or more other applications in order to be run and may not be able to function in a standalone mode without modification)
- Prices above are per licensed server, not per user. Purchasing a license for APPX Financial Applications provides all licensed APPX users with access to the licensed applications.

APPLICATIONS

Each package includes a System Control module, and access to the licensed applications. There are twelve applications, divided into two bundles:

General Office Bundle includes:

- Accounts Payable
- Accounts Receivable
- Payroll
- Fixed Assets
- General Ledger
- General Subsidiary
- Budget Analysis

Distributor Bundle includes:

- General Office Bundle PLUS:
- Inventory Control
- Order Entry/Invoicing
- Purchase Order Control
- Sales Analysis
- Commission Accounting

APPLICATION SUPPORT

Technical support and design assistance for APPX-authored business applications is included in the annual Silver, Gold, and Platinum maintenance plans as described on page 5. For customers without annual Silver, Gold, or Platinum coverage, application support and design assistance are available on a per-incident basis, according to the rates on page 8.



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MISCELLANEOUS PRICES

Product/Service	Per	Price
Software License Rental	Week	2% of purchase price
	Month	4% of purchase price
	Year	40% of purchase price
Consulting Services ¹	Hour	\$150
Registration Reissue ²	License	\$150
Software Update, per Incident	Each	60% of purchase price
Technical Support, per Incident (<i>non-priority assistance</i>)		\$5.00 per minute Minimum 10-minute charge
Off-Hours Technical Support, per Incident (<i>for emergency issues only</i>)		\$10.00 per minute Minimum 60-minute charge

¹Customers with annual Silver, Gold, or Platinum support plans qualify for a discounted Consulting Services rate. Refer to APPX publications and the APPX website for details.

²For customers with annual Bronze-level support plans, the Registration Reissue fee is \$50. For customers with annual maintenance plans at the Silver level or above, there is no charge for Registration Reissues..

Software License Rentals

Licenses may be rented by the week, by the month, or by the year. All License Rentals must be fully paid in advance. A Registration Key with an expiration date will be issued for all License Rentals.

The License Rental rates above do not include maintenance coverage. Existing customers wishing to rent a new license, or rent additional features for an existing license, must add pro-rated maintenance charges at their effective level. New customers may select the maintenance level for rental licenses, at the regular rates, pro-rated for the rental period (1/12 for monthly rentals, 1/50 for weekly).

A currently active rental license may be converted to a permanent license through a License Reconfiguration. Only rentals which are currently active, i.e. the registration has not yet expired, can be reconfigured to be a permanent license. The value of the "Existing License" for reconfiguration purposes is 50% of all rental fees paid for the current, uninterrupted rental period. The License Reconfiguration Fee will be the greater of:

\$500 **or** (20% of Resulting License Value) **or** (Resulting License Value – Existing License Value)

Consulting Services

APPX Software, Inc., offers a wide range of consulting services, including application development and support, installation and setup assistance, and more. The current published hourly rate above shall apply with a two hour minimum. If on-site assistance is required, a daily rate equal to eight hours shall apply with a one day minimum and the customer shall pay all related travel and per diem expenses. APPX reserves the right to charge for travel time at half the normal hourly rate. Discounts apply for customers with annual support plans, and for long-term consulting projects.



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Registration Reissues

A Registration Reissue may be requested any time the Registration Key needs to be updated to reflect changes to the following License information:

- User ID (Reseller Identification)
- Company Name
- CPU Site
- CPU Model
- CPU Serial Number

Corrections to Registration Keys will be made at no charge. Corrections will be limited to those changes necessitated by clerical errors such as misspellings. A correction must be requested within 30 days of the registration issue date. Corrections requested more than 30 days after the registration issue date are considered to be Registration Reissues and are subject to the corresponding fee.

Per Incident Software Updates

Per Incident Software Updates are available for those customers who have not purchased annual APPX Maintenance Coverage. Upon payment of a Per Incident Software Update fee, a new License Registration Key will be issued to allow installation of the current version of the software. Refer to page 5 for more information on APPX Software Maintenance.

Per Incident Technical Support

Per Incident Technical Support is available for those customers who have not purchased annual APPX Maintenance Coverage at the Silver or higher levels. The fee for Per Incident Technical Support is charged via a per-minute rate, with a ten-minute minimum. Note that all such per-incident support requests are considered non-priority items, and are addressed during APPX Software's normal business hours, Monday through Friday, 8:00 AM to 6:00 PM Eastern US time.

Off-hours technical support is available for emergency issues only, with a one-hour minimum charge. "Off-hours" is defined as anything outside APPX Software's normal business hours, as defined above.

Priority support and other benefits are provided only to customers who carry annual maintenance coverage. Refer to page 5 for more information on APPX Software Annual Maintenance Plans.



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LICENSE RECONFIGURATIONS

Type of Reconfiguration	Cost of Reconfiguration
Minimum Charge for ANY Reconfiguration	\$500
License Transfer	\$500
License Reallocation	Full value of components being removed from existing license(s) may be applied to up to 80% of the value of new license(s) or add-ons
Downgrade License	\$500

License Reconfigurations provide a mechanism for reconfiguring existing Licenses as the needs of business change over time. Only licenses covered by an annual Maintenance Plan or a Per Incident Software Update are eligible for reconfigurations of any type.

License Reconfiguration Types:

The following types of License Reconfigurations are allowed:

- **License Transfer** – A License Transfer occurs when an APPX license is moved from one CPU type to another, with no changes in license configuration. An example of a License Transfer would be a request to move a license from an RS/6000 to a Linux server.
- **License Reallocation** - User rights, design rights, and other features of a license may be reallocated to another license or licenses through splitting or combining an existing license or licenses.
- **Downgrade License** - A license may be downgraded by requesting that user rights, design rights, or features be removed or reduced. License downgrades are permanent and may result in an overall loss of license value.

Loss of License Value:

Depending on the type of License Reconfiguration requested, a License Reconfiguration may result in an overall loss of License value. No credit will be given for any such loss of License value and any such loss of License value is permanent.

Termination of Existing License(s):

The Existing License(s) involved in a License Reconfiguration are terminated as of the date of the License Reconfiguration. Use of the Existing License(s) must be discontinued.

Maintenance on Resulting License(s)

The full pro-rated value of any unused maintenance on existing license(s) or components may be applied to the purchase of equivalent maintenance on the resulting license(s), provided that the value may not be used to upgrade the level of coverage or extend the term.

Termination of Maintenance Coverage:

Maintenance Coverage for the Existing License(s) is terminated as of the date of the License Reconfiguration. Maintenance Coverage may optionally be purchased for the Resulting License(s).



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ADDITIONAL INFORMATION

Secondary Licenses

A **Primary License** is a perpetual, Single-User or Multi-User License. A **Secondary License** is a special, restricted use license that is associated with a specific Primary License. A Secondary License may be used only for certain, specifically identified special purposes and absolutely may not be used as a "production" computing environment. Customers with annual maintenance may obtain one or more Secondary Licenses at no cost, but maintenance on the Secondary License(s) will be charged at the standard rates.

The following conditions apply to a Secondary License:

- A Secondary License may be used only for the following purposes:
 - Application Development Environment
 - Testing & Debugging Environment
 - Backup Computer for the associated Primary License computer
- A Secondary License may not be used as a "production" computing environment except when being used as a Backup Computer for the associated Primary License computer.
- The sum of the features of a customer's Secondary License(s) must not exceed the comparable features on the associated Primary License. Specifically, the total number of User Rights and Design Rights on the Secondary License(s) may not exceed the User Rights and Design Rights on the Primary License.
- Both the Primary License(s) and the Secondary License(s) must be covered by annual APPX Maintenance at the Bronze Level or above, with equivalent coverage on all licenses.
- A Secondary License is a temporary license with an expiration date that coincides with the software maintenance expiration date of the associated Primary License.

Promotional Licenses

From time to time, APPX may offer Promotional Licenses at discounted prices. The following guidelines apply:

- A Promotional License may not be upgraded by adding additional users or features, unless specifically authorized as part of the promotion.
- A Promotional License may not be traded in for or upgraded to a non-Promotional License, unless specifically authorized as part of the promotion.
- If not specifically included as part of the promotion, and if not excluded by the promotion, Annual APPX Maintenance Plans may be purchased for Promotional Licenses at standard rates.

Database Interfaces

- APPX/IO is the standard file access method used internally by APPX for accessing System Administration files and Application Design files, and is also the standard method of accessing an application's runtime data. APPX/IO includes support for indexed data files as well as consecutive data files.
- An APPX/IO runtime license is included with each runtime session purchased.
- Optional application database interfaces can be added for additional charges, as specified in the table on page 4.

License Add-ons

A new Registration Key will be issued any time an additional feature is added to an existing License. If License Add-ons are purchased for a license covered by maintenance, then the same maintenance coverage must be purchased for the add-on. The additional cost of maintenance for License Add-ons will be pro-rated on a monthly basis to expire at the same time as the maintenance coverage on the License to which additional features are being added. When prorating maintenance coverage fees, any part of a month shall be billed as a full month. Add-on features are:

- User Rights
- Design Rights
- Database Interfaces
- Financial Applications



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PURCHASE DISCOUNTS

Total Value of Purchase	Discount Applied
\$10,000 - \$24,999	8%
\$25,000 - \$49,999	18%
\$50,000 - \$99,999	28%
\$100,000 - \$249,999	38%
\$250,000 - \$499,999	45%
\$500,000 +	50%

Notes:

Purchase discounts are available depending upon the dollar amount of an individual order. Purchase discounts are not considered to be a reduction of license value. Purchase discounts are granted based on the subtotal amount of an order after all other charges and discounts. A customer may purchase multiple licenses, maintenance plans, and/or other products and services on a single combined order to maximize the applicable purchase discount.

Purchase discounts apply to all orders for APPX products, including initial licenses, upgrades or add-ons, maintenance renewals, etc. The applicable discount percentage is applied to the subtotal amount of the order being placed including maintenance.

Purchase discounts are not cumulative – each individual order must qualify independently for purchase discounts. For example, an initial purchase of \$125,000 qualifies for a 38% discount. If the same customer later makes an additional \$15,000 purchase, the second purchase qualifies for a discount of only 8%.

The following examples illustrate how purchase discounts are calculated (based on a 50-user, 3-designer enterprise system license with Gold Level Support):

Example 1: New license with Gold Level maintenance coverage

License Fees	\$ 18,600
Maintenance	<u>12,883</u>
Order Subtotal	\$ 31,483
Purchase Discount (18%)	<u>5,667</u>
Order Total	<u>\$ 25,816</u>

Example 2: Gold Level Maintenance Renewal

Annual Maintenance	\$ 12,883
Purchase Discount (8%)	<u>1,031</u>
Order Total	<u>\$ 11,852</u>