

# SLSERP Subscription Agreement

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By signing up for SLSERP (the "Services") services provided by SLS and its affiliates (collectively "SLS") as part of SLSERP Edition or SLSERP Community Edition (the "Software hosted on SLSERP's cloud platforms" (the "cloud platform") or on-site ("Self-hosting"), you (the "Customer") agree to be bound by the following terms (" the Agreement").

## 1 the Agreement Terms

This Agreement (the duration) specified in writing after this Agreement, from the date of conclusion. It is automatically renewed for an equal period, unless either party gives written notice of termination, at least 60 days before the term end for the other party.

## 2 Definitions

### User

Any user account listed as active in the Software can create version mode. Deactivated user accounts and accounts used by third parties (or systems) that have limited access to the Software through portal facilities (known as "portal users") do not count as users.

### App

An "App" is a specialised group of features available for installation of the Software, and listed in the public Pricing section of website [SLSERP](#).

### SLS Partner

An SLS partner is a company or an external individual, chosen by the Customer, and works with the Customer for its services related to the SLS. The client may decide at any time to work with another SLS partner or to work directly with SLS (subject to notice).

### **Extra Module**

An extra module is apps or adds features or changes the standard behaviour of the Software. It may develop by the Customer, by SLS, by an SLS Partner on behalf of the Customer or third parties.

### **Covered Extra Module**

An additional covered module is an additional module for which the Customer chooses to pay a maintenance fee for upgrade, support and bug fixing services.

### **Bug**

Considered a bug a software failure or an additional covered module that results in a complete shutdown, traceability error or security flaw, and is not directly caused by a faulty installation or configuration. Failure to comply with specifications or requirements considers bugs in SLS notification (usually when Software does not produce results or performance is designed to produce, or when a country-specific function no longer meets legal accounting requirements).

### **Covered Versions**

Unless otherwise stated, the services provided under this Agreement will only apply to covered versions of the Software, including three most recent main versions.

## **3 Access to the Software**

The Customer can use Software hosted on the cloud platform or choose the Auto-hosting option. Cloud platform hosted and fully managed by SLS and is accessible remotely by the Customer. With the self-hosting option, the client instead hosts the Software on the computer systems that are not under SLS control.

For this Agreement's duration, SLS grants the Customer a non-exclusive and non-transferable license to use (to execute, edit, execute, after modification) according to the terms described in Schedule A: SLSERP Edition license.

Client agrees to measure all necessary to ensure the unchanged implementation of the part of the Software, which verifies the validity of the use of the SLSERP edition and collects statistics for this purpose, including, but not limited to, the execution of an instance, the number of users, installed applications and the number of additional module code lines covered.

SLS undertakes not to disclose individual or named figures to third parties without the client's consent and process all data collected according to its official privacy policy, published on <https://www.SLSERP.com/>.

When this Agreement expires or terminates, this license immediately revoked and Customer agrees to stop using the SLS Edition software and the cloud platform.

Suppose Customer violates the terms of this section. In that case, the Customer agrees to pay SLS an additional fee equal to 500% of the applicable list price for actual number of users and applications installed.

## 4 Services

### 4.1 Bug Fixing Service

Throughout the Agreement, SLS undertakes to make every reasonable effort to remedy any software bug and additional covered modules submitted by the Customer through the appropriate channel (usually, the web form or phone numbers listed on [SLSERP.com/help](http://SLSERP.com/help), or when working with an SLS partner, the channel provided by the partner), and to start processing these customer submissions within two business days.

As soon as the bug fixed, an appropriate remedy will communicate to the Customer.

Both parties recognise that, as stated in the software license and section 7.3 limitation of liability in this Agreement, SLS cannot be held responsible for bugs in the Software or additional modules covered.

For the duration of this Agreement, SLS undertakes to make every reasonable effort to remedy any software bug and has covered additional modules submitted by the Customer through the appropriate channel (usually webform or phone numbers listed on [SLSERP.com/help](http://SLSERP.com/help), or when working with an SLS partner, the channel provided by the partner, start processing these customer submissions within two business days.

Once the bug rectified, an appropriate remedy will communicate to the Customer.

Both parties recognise this. As stated in the software license and the 7.3 limiting the liability of this Agreement, SLS cannot be held responsible for bugs in the Software or additional modules covered.

## 4.2 Security Updates Service

### Self-Hosting

For the duration of this Agreement, SLS undertakes to send a "safety notice" to the Customer at least two weeks before the safety advisory is made public for any security bugs discovered in the covered versions of the Software (excluding additional modules), at least two weeks before the safety notice made public, unless the bug has already made public by a third party. Safety advisories include a full description of the bug, its cause, its potential impact on Customer's systems and corresponding remedies for each covered version.

The client understands that bug information and security advisories should be treated as confidential information as described in the privacy during the pre-disclosure embargo period.

### Cloud Platform

SLS is committed to applying security measures for every security bug discovered in a version of the Software hosted on cloud platforms, on all systems under its control as soon as the remedy is available, without the need for manual customer action.

## 4.3 Upgrade Services

### Upgrade Service for the Software

For the duration of this Agreement, Customer can submit upgrade requests through the appropriate channel (usually the SLS upgrade service website) to convert a software database for each version of the Software into a newer covered version ("target version").

To Cloud platform, upgrade requests submitted directly from the cloud platform control panel and do not require data downloads. For self-hosting, upgrade requests must include copy of client's database and associated information (usually obtained from the software backup menu).

This service provided through an automated platform so that the Customer can perform needed upgrades once an earlier version of the customer database has updated to a covered version.

The upgrade service, limited to the technical conversion and customisation of the client's database to make it compatible with the target version, fixing a bug directly caused by the upgrade operation that usually does not occur in the target version, and converting the source code and data from additional modules covered for the target version.

The Customer's responsibility is to verify and validate the enhanced database to detect bugs, analyse impact of changes, new features implemented in the target version, and convert and modify all third-party software extensions installed in the database before the upgrade (e.g., Extra unsecured modules). The client can submit multiple upgrade requests to a database until an acceptable result reached.

## 4.4 Cloud Hosting Services

For the duration of this Agreement, SLS is committed to providing at least the following services when the Customer chooses to use Cloud platform:

- Choice of several host regions (minimum 3: Europe, America, Asia/Pacific)
- Accommodation in a Level III or equivalent data centre, with 99.9% network availability
- Grade A SSL quality HTTPS encryption (HTTPS)
- Fully automated and verified backups replicated in all regions
- Disaster recovery plan regularly tested

The details of the cloud hosting services described on the service level agreement page at <https://www.SLSERP.com/>.

## 4.5 Support Services

### Scope

For the duration of this Agreement, Customer can open an unlimited number of free support tickets, exclusively for bug issues (see 4.1 Bug Fixing Service ) For the duration of this Agreement, the Customer can open an unlimited number of free support tickets, exclusively for bug issues (see 4.1 Bug Fixing Service) or guidelines regarding the use of standard software features and additional covered modules.

Other requests for assistance, such as development or adjustment issues, may be covered by purchasing a separate service contract. While it is not clear whether this Agreement relates to an application, the decision is at the discretion of SLS.

Tips on how to use standard software features and additional covered modules.

Other requests for assistance, such as development-related issues or customisations, may be covered by purchasing a separate service contract. If it is not clear whether this Agreement covers an application, the decision is at the discretion of SLS.

## Availability

Tickets can submit via the webform or phone numbers listed on [SLSERP.com](http://SLSERP.com), or when working with an SLS Partner, the partner's channel, subject to local opening hours.

## 4.6 Working with an "SLS" Partner

For support, bug fixes, and upgrade services, Customer may work with an SLS Partner as the main point of contact or directly work with SLS.

Suppose the Customer decides to work with an SLS Partner. In that case, SLS will subcontract services related to the Covered Extra Modules to the SLS Partner, who becomes the Customer's primary point of contact. The SLS Partner may contact SLS on behalf of the Customer for second-level assistance about the Software's standard features.

If the Customer decides to work with SLS directly, Covered Extra Modules' services provided *if and only if* the Customer hosted on the SLS Cloud Platform.

## 5 Fees

### 5.1 Standard charges

The SLSERP subscription and Services' standard cost based on the number of users, installed applications, data capacity, deployment and immigration used by the Customer and specified in writing after the Agreement.

Suppose the Customer has more users or applications installed during the specified period at the time of the Agreement. In that case, the Customer agrees to pay an additional fee equal to applicable list price (at the beginning of the term) for additional users or applications for the rest of the term.

Besides, services for the additional covered modules billed under another agreement between the parties.

When a Customer requests an upgrade for each additional covered module that has not been covered by maintenance costs in the past 12 months, SLSERP may charge a one-time surcharge.

## 5.2 Renewal charges

In the case of renewal as indicated in Section 1 of the Agreement, these costs will increase by up to 7% if the costs applied during the last period (excluding "initial discounts for users") are lower than the most recent list price.

## 5.3 Taxes

Not all fees include all applicable federal, state, state, local or other taxes (collectively "Taxes"). The Customer is responsible for payment all taxes associated with the Customer's purchases under this Agreement, except where SLS is legally required to pay or collect Taxes for which the Customer is responsible.

# 6 Conditions of Services

## 6.1 Customer Obligations

The Customer agrees to:

- Pay SLS all applicable costs for the services of this Agreement, following the terms of payment indicated at the time of signing this contract;
- Notify SLS immediately when their actual number of users or their installed applications exceeds the numbers specified after the Agreement, and in this case pay the applicable additional fees as described in Article 5.1 Standard Fee;
- Take all necessary steps to ensure the unchanged implementation of the part of the Software that verifies the validity of the SLS edition's use, as described in 3 Access to the Software.
- Appoint a dedicated customer contact for the duration of the Agreement.
- Give SLS 60 days before changing the main point of contact to work with another SLS partner or work directly with SLS.
- Take all reasonable steps to ensure the user account security, including choosing a strong password and not sharing it with anyone else;

- Use accommodation services reasonably, excluding illegal or abusive activities, and strictly adhere to the rules set out in the acceptable use policy published on <https://www.SLSERP.com/>.
- When a customer chooses the self-hosting option, the Customer also agrees:
- Take all reasonable steps to protect Customer's files and databases and ensure that customer data is secure, and recognises that SLSERP cannot be held responsible for any data loss;
- Grant SLS the necessary access to verify the validity of the SLSERP Edition usage upon request
- Under the Agreement, the Customer allows SLS to market its products displayed on its SLSERP store at a 20% commission on the store at SLS stores or elsewhere or appropriately.

## 6.2 No Soliciting or Hiring

Except where the other party gives written consent, each party, its affiliates and representatives agree not to seek employment to the other party's employees. The latter participate in the provision or use of the services provided in that Agreement. The term of the Agreement is 24 months from the termination date or expiry date of the Agreement. In event of a violation of this article's status leading to that employee's dismissal for this purpose, the violating party agrees to pay the other party an amount of US (\$) 100,000 (one Hundred thousand dollars).

## 6.3 Publicity

In addition to otherwise notifying the other party in writing, each party grants the other a non-transferable, non-exclusive, royalty-free global license to reproduce and display the name, logos and trademarks of the other party, only to name the other party as a customer or supplier, on websites, press releases and other marketing materials.

## 6.4 Confidentiality

### **Definition of "Confidential Information":**

All information provided by one party (the "revealing party") to the other party (the "receiver party") orally or in writing that classified as confidential or that must reasonably confidential give the nature of the information and the circumstances of the disclosure. In particular, any information relating to the company, business, products, developments, trade secrets, know-how, staff, customers and suppliers of any of the parties must be considered confidential.

For all confidential information received during this Agreement's duration, the receiving party will use the same care level to protect the confidentiality of its similar confidential information, but no less than reasonable care.



The receiving party disclose confidential information from revealing party to the extent required by law, provided that the receiving party informs revealing party before the forced disclosure, to the extent permitted by law.

## 6.5 Data Protection

### **Definitions:**

"Data", "controllers", "processes" have the same meaning as in the regulations, and any regulations or legislation that modify or replace this data (hereafter called "data protection legislation").

### **Personal Data Processing:**

The parties recognise that the Customer's database may contain personal data for which the Customer is the Controller. SLS is processed when the Customer instructs them, using one of the services that require a database (for example, cloud hosting services or database upgrade service) if the Customer transfers their database or part of their database to SLS for some reason.

This processing will carry out following data protection legislation. In particular, SLS is committed to:

- (a) Process personal data only when and on behalf of the Customer and perform any of the services in this Agreement, unless required by law, in which case SLS informs the Customer's law in advance.
- (b) Ensure that all persons within SLS authorised to process personal data are committed to confidentiality.
- (c) Implement and apply appropriate technical and organisational measures to protect personal data from unauthorised or illegal processing and accidental damage, destruction, damage, theft, modification or disclosure.
- (d) The Customer immediately submitted a request for data protection concerning the Customer's database.
- (e) Inform the Customer immediately when informed and confirm that there is accidental, unauthorised or illegal processing, disclosure, or personal data access.
- (f) Notify the Customer if the treatment instructions are contrary to applicable data protection laws, in the opinion of SLS.
- (g) Make available to the Customer any information necessary to demonstrate compliance with data protection legislation, to enable and reasonably contribute to inspections carried out, including inspections, carried out or on behalf of Customer.
- (h) Permanently delete all copies database of Customer in the possession of SLS or return them at the Customer's discretion, upon termination of this Agreement, subject to the deadlines specified in SLS's privacy policy.
- (i) On points (d) to (f), the Customer agrees to provide SLS with accurate contact information at all times to inform Customer's data protection responsibilities.

## **Sub-processors**

The Customer acknowledges and agrees that SLS may use third-party service providers (Sub-processors) to process Personal Data to provide the Services. SLS commits only to use Sub-processors in compliance with Data Protection Legislation. This use will cover by a contract between SLS and the Sub-processor that guarantees that effect. SLS's Privacy Policy, published at [slserp.com](http://slserp.com), provides up-to-date information regarding Sub-processors' names and purposes currently in use by SLS for the Services' execution.

## **6.6 Termination**

Suppose any of its obligations are not fulfilled, and such a violation is not corrected within 60 calendar days of written notification of such a violation. In that case, that Agreement may be terminated immediately by the Non-Offender Party.

Further, SLS may terminate the Agreement immediately if the Customer fails to pay the Services' applicable fees within 15 days following the due date specified on the corresponding invoice and after minimum three times of remembering.

### **Surviving Provisions:**

The sections "Confidentiality 6.4 ", "Disclaimers 7.2 ", "Limitation of Liability 7.3 ", and " General Provisions 8" will survive termination of this Agreement or expiration.

# **7 Warranties, Liability, Disclaimers**

## **7.1 Warranties**

SLS holds copyright All intellectual property rights, literary drawings or commercial signs or ideas or models or data. Entirely and not, and this Agreement is not a concession agreement or a license for property rights or part of it.

Throughout this Agreement, SLS undertakes to make commercially reasonable efforts to implement the Services following general industry standards, provided that:

- The client's computer systems are on track, and for self-hosting the Software is installed in an appropriate work environment.
- The Customer provides adequate information on troubleshooting and, for self-hosting, any SLS access must identify, reproduce and resolve problems.
- All amounts earned from SLS have paid.

The sole, exclusive recourse of the Customer and the only obligation of SLS for any violation of this guarantee is that SLS resumes the Services' implementation at no additional cost.

## 7.2 Disclaimers

Unless explicitly stated in this press release, neither party gives any guarantee of any kind, express, implicitly, legally or not, and each party expressly disclaims any implied guarantee, including any implied guarantee of marketing, suitability for a particular purpose or non-violation, to the extent permitted by applicable law.

SLS does not warrant Software complies with any local or international law or regulations.

## 7.3 Limitation of Liability

To the maximum extent permitted by law, the aggregate liability of each party together with its affiliates arising out of or related to this Agreement will not exceed 50% of the total amount paid by the Customer under this Agreement during the 12 months immediately preceding the date of the event giving rise to such claim. Multiple claims shall not enlarge this limitation.

In no event will either party or its affiliates be liable for any indirect, special, exemplary, incidental or consequential damages of any kind, including but not limited to loss of revenue, profits, savings, loss of business or other financial loss, costs of standstill or delay, lost or corrupted data, arising out of or in connection with this Agreement regardless of the form of action, whether in contract, tort (including strict negligence) or any other legal or equitable theory, even if a party or its affiliates have advised of the possibility of such damages, or if a party or its affiliates' remedy otherwise fails of its essential purpose.

## 7.4 Force Majeure

Neither party shall be liable to the other party for the delay in any performance or failure to render any performance under this Agreement when such failure or delay finds its cause in a case of *force majeure*, such as governmental regulations, fire, strike, war, flood, accident, epidemic, embargo, appropriation of plant or product in whole or in part by any government or public authority, or any other cause or causes, whether of like or different nature, beyond the reasonable control of such party as long as such cause or causes exist.

## 8 General Provisions

### 8.1 Governing Law

This Agreement and all customer orders are subject to Canadian law. Any dispute arising from or connected with this Agreement or a client order is subject to the Ottawa Commercial Court's exclusive jurisdiction.

### 8.2 Severability

In case anyone or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement and any application thereof shall be in no way thereby affected or impaired. Both parties undertake to replace any invalid, illegal or unenforceable provision of this Agreement by a valid provision having the same effects and objectives.

## 9 Appendix A: SLSERP Edition License