

## **General Terms of Service Agreement**

Thank You for choosing the Services provided by Codejig Limited and/or its Partners and Sub-contractors (referred to as "Codejig Limited", "We", "Our", or "Us"). Before You use Codejig Services, please read this General Terms of Service Agreement carefully, as it contains important information regarding Your legal rights and remedies.

We provide access to the proprietary accounting/business and development software as well as to hosting infrastructure using SaaS and aPaaS business models. The software includes Codejig ERP (accounting software consisting of ERP Application and Codejig Builder, which is used for customization of ERP Application), Codejig Builder (as a standalone generic platform for application development), Codejig Invoice Generator (a free online PDF invoice generation tool) and other related software, including Codejig User Portal, a web application for managing subscriptions to different Codejig products and services, tracking recurrent payments, managing users, etc. In addition to the mentioned above software, We provide support services (on free and paid bases) as well as hosting services for Codejig Builder, ERP Application and other web apps developed with Codejig Builder. Collectively, this Agreement will refer to Codejig software and services as "Services" or "Service". Codejig Limited offers both free and paid Services. The latter are provided on a subscription basis, not as a one-time purchase. Each Purchased Service is described in more detail in the Services Specification document. Most of the Services are subscription based with per user licensing, meaning that organizations have to buy a User Licence for each employee or other related person accessing the Service. We retain the right to develop new Services or stop supporting the existing Services in the future.

The applicable provisions of this Agreement govern also access and use of Free Services or Services made available during the free trial period. By accepting electronically (by clicking the Confirm button while creating Your Codejig account), accessing or using the Services, You agree to follow and be bound by these terms. If You do not agree to this Agreement, then You must not accept this Agreement and may not use the Services.

You may not access and use the Services for any competitive, benchmarking or monitoring purposes without Our prior written consent disregarding whether You are employed or otherwise affiliated with Our direct competitors or not.

This Agreement was last updated on June 25, 2018. It is effective between You and Us as of the date of Your accepting this Agreement.

### **1. DEFINITIONS**

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this General Terms of Service Agreement.

"Anonymous User" means an individual accessing one or more apps (or app parts) that do not require authentication.

"Application" or "App" means an executable web application made with Codejig Builder.

“App-only User” means an individual accessing one or more apps using app-only user account (another name - local account) that is an account which exists only in the context of one or more apps managed by a Regular User and for whom Regular User supplied user identification and password for App access. This individual might not be registered with Us as a Regular Individual User.

“Codejig Application” means an executable web application made by Us and provisioned to You.

“Free Services” means Services that We make available to You free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

“Licensed User” means a Regular Individual User or App-only User who is authorized by You to use a Service and for whom You have purchased a User Licence (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned).

“Licensed Developer” means a Regular Individual User who is authorized by You to access a Service as a software developer and for whom You have purchased a Developer Licence (or in the case of any Services provided by Us without charge, for whom a Developer Licence has been provisioned).

“Non-Codejig Application” means an executable web application made with Codejig Builder by You or provisioned to You by a third-party Regular User.

“Purchase Order” means an online order or ordering document specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into a Purchase Order hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Regular Individual User” means an individual who is accepting these terms on their own behalf and who registers an individual account with Us.

“Regular Organization User” means a company, organization or other legal entity that accepts these terms by an action of a Regular Individual User who acts on behalf of the legal entity as its authorized representative and registers a company account (other names - organization account, business account or similar) with Us.

“Regular User” means a Regular Individual User or a Regular Organization User.

“Purchased Services” means Services that You or Your Affiliates purchase under a Purchase Order, as distinguished from Free Services or those provided pursuant to the free trial.

“Services Specification” means the applicable [Service documentation](#) and its usage guides and policies, as updated from time to time, accessible via docs.codejig.com or when You log into the applicable Service.

“We”, “Our” or “Us” means the Codejig Limited company described in Section 2.3.

“You” or “Your” means either an individual or a legal entity as described in Sections 2.1 and

## 2.2.

“Your Data” means electronic data and information submitted by You or for You to the Services, including Non-Codejig Applications developed by You as a derivative work.

## **2. CONTRACTING PARTIES, CHOICE OF LAW, JURISDICTION**

**2.1** You enter into this Agreement as a Regular Individual User.

**2.2** In addition, You may enter into this Agreement on behalf of a company, organization or other legal entity You represent. By doing so, You claim that (a) You have already get acquainted with and accepted terms of this Agreement as a Regular Individual User and (b) You have the authority to bind such entity to the terms of this Agreement as its authorized representative. In that case, the term “You” hereinafter will refer to the legal entity You represent. If the legal entity that You represent does not agree with these terms and conditions, You must not accept this Agreement, register, and use or access the Services as an authorized representative.

**2.3** You are contracting Codejig Limited, a private limited liability company established in Malta. Notices should be addressed to 35, Strait Street, VLT1434 Valletta, Malta, attn: Director.

**2.4** This Agreement will be governed by the laws of the Republic of Malta, without regard to its conflicts of law principles. Notwithstanding the foregoing, You acknowledge that Your breach (or an apprehension of breach) of any provisions of this Agreement, or any infringement (or an apprehension of infringement) of Codejig Limited’s or its Partners’ Intellectual Property Rights may cause Codejig Limited irreparable damage for which recovery of money damages would be inadequate. Accordingly, You agree that Codejig Limited is entitled, in addition to any other remedies available to it, to seek (in any court of competent jurisdiction, notwithstanding the previous sentence) any relief (whether equitable or otherwise) to prevent or restrain any such breach or an apprehended breach by You or otherwise to protect Codejig Limited’s rights under this Agreement. The parties to this Agreement agree to be subject to the exclusive jurisdiction of the courts of the Republic of Malta. You agree that any disputes relating to this Terms of Use Agreement or its enforcement must be resolved in a court of competent jurisdiction in the Republic of Malta. The filed claims must be subject to the limitations of liabilities and derogations provided in this Agreement.

**2.5** Codejig Limited does not claim that Services are available for use in all countries or are appropriate under any specific legislation. You must not access and use Services from within countries or territories where such Services are illegal. You take full responsibility for ensuring compliance with all pertinent laws and regulations governing Your access to and use of Services under the particular legislation.

## **3. FREE SERVICES AND DEMO VERSIONS**

**3.1** We may provide Free Services and Demo Versions of our Purchased Services to You. Free Services and Demo Versions are made available to You without charge up to certain limits as described in the Services Specification. If these limits are exceeded, You need to acquire additional resources or Services. If there is no technical possibility on the part of

Codejig Limited to accommodate for You over the limits usage, You may need to stop using the particular Service. Notwithstanding the above said in this section, You agree that We, in Our sole discretion, and for any or no reason, may terminate Your access to and usage of Free Services or Demo Versions, or any part thereof. You agree that any termination of access to Free Services or Demo Versions may be made without prior notice and We will not be liable to You or any third-party for such termination. You are solely responsible for exporting Your Data prior to termination for whatever reason. Should termination happen without prior notice, We will provide You with a reasonable opportunity to retrieve Your Data, provided that the law allows for it and the reason for termination was not an abusive behaviour on Your part as defined in Section 9 “ Usage Limitations and Restrictions”.

**3.2** Notwithstanding Section 21 “Warranty”, Free Services and Demo Versions are provided “as-is” without any warranty and We shall have no indemnification obligations with respect to Free Services or Demo Versions. Without limiting the foregoing, We and Our Licensors do not represent or warrant to You that: (a) Your use of Free Services or Demo Versions will meet Your requirements, (b) Your use of Free Services or Demo Versions will be uninterrupted, timely, secure or free from error, and (c) usage data provided through Free Services or Demo Versions will be accurate. Notwithstanding anything to the contrary in Section 22 “Limitation of Liability”, You shall be fully liable under this agreement to Us and for any damages arising out of Your use of Free Services or Demo Versions, any breach by You of this Agreement and any of Your indemnification obligations hereunder.

#### **4. FREE TRIAL PERIOD**

**4.1** If You are registered for a trial use of Services, You will have access to Services for the specified period of the trial free of charge until the earlier of (a) the end of the free trial period, (b) the early end of the free trial period initiated by You or (c) termination by Us in Our sole discretion.

**4.2** The term of the free trial period is 30 days.

**4.3** During the free trial period, You cannot purchase any additional Services and may access and use Services only within the limits of a specific subscription plan and any additional usage constraints and limitations that are imposed during the trial period.

**4.4** If You wish to continue using Services after the expiration of the free trial period or after You end it early by Yourself, You will have to pay charges for Purchased Services in accordance with provisions specified in the Payment Terms and Refund Policy clause of this Terms of Services Agreement. If You do not wish to use Services on a paid basis after the end of the free trial period, You have to cancel Your free trial before it expires. Unless You cancel Your free trial subscription, You will be charged for the monthly or yearly subscription You chose when You started the trial.

**4.5** Any data You enter into Services, and any customizations made to Services by You, during the free trial will be permanently lost unless You continue using Services after the end of the free trial period. During the free trial, Services are provided “as-is” without any warranty and Codejig Limited has no indemnification obligations pertaining to Services for the free trial period.

**4.6** Without limiting the foregoing, Codejig Limited and its Affiliates and its Licensors do not represent or warrant to You that:

- (i) Your use of Services during the free trial period will meet Your requirements,
- (ii) Your use of Services during the free trial period will be uninterrupted, timely, secure or free from error, and
- (iii) usage data provided during the free trial period will be accurate.

**4.7** You must be fully liable under this agreement to Codejig Limited, its Partners and Affiliates for any damages stemming from Your use of Services during the period of free trial, as well as for any breach by You of this Agreement and for violation of any of Your indemnification obligations provided herein.

**4.8** Notwithstanding the above said in this section, You agree that We, in Our sole discretion, and for any or no reason, may terminate Your access to and usage of Services during the period of free trial or any part thereof. You agree that any termination of access to Services may be made without prior notice and We will not be liable to You or any third-party for such termination. You are solely responsible for exporting Your Data prior to termination for whatever reason. Should termination happen without prior notice, We will provide You with a reasonable opportunity to retrieve Your Data, provided that the law allows for it and the reason for termination was not an abusive behaviour on Your part as defined in Section 9 "Usage Limitations and Restrictions".

## **5. SUBSCRIPTIONS**

**5.1** Unless otherwise provided in the applicable Purchase Order or Services Specification, Purchased Services are acquired as subscriptions. During the subscription term, Additional Services may be purchased at prices that are current as of the date when You acquire those Additional Services, but not at prices that were effective when You chose the subscription. Charges for purchased Additional Services will be prorated for the portion of that subscription term remaining at the time Additional Services are acquired, and any purchased Additional Service will terminate on the same date as the underlying subscriptions. Provisions governing payment procedures are specified in the Payment Terms and Refund Policy clause of this Terms of Services Agreement.

**5.2** Services purchased on a subscription basis are automatically renewed at the end of a specified subscription period for an additional period equal to the expiring subscription period or one year (whichever is shorter). We will remind You by email, or another reasonable manner, before any Services renewal for a new term, and notify You of any price changes or of any change in the amount to be charged for recurring subscription Services. Once Codejig Limited has reminded You about the automatic renewal of Services, Your Services will be automatically renewed at the end of the current subscription period and You will be charged the price for the renewal term according to the per-unit price list current at the time of renewal except as expressly provided in Purchase Order. We will notify You about changes in Our current per-unit price list by issuing a notification in Codejig User Portal at least (30) thirty days before introducing them. To prevent Services from being renewed automatically, You have to cancel the subscription before it expires.

**5.3** We reserve the right, at Our sole discretion, with or no reason, not to renew the subscription automatically, provided that You are given (90) ninety days notice about it.

**5.4** Subscription licences might have different sets of functionality enabled for each subscription plan. Downgrading subscription plan or revoking of subscription licences or

containers may cause the loss of certain access rights for Users as well as the loss of Content, features, or capacity of the Account of Your Organization. Codejig Limited does not accept any liability for such loss.

## **6. INVOICES, PAYMENT TERMS, AND REFUND POLICY**

**6.1** You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

**6.2** You will be invoiced monthly or yearly (depending on a payment period You select) for Purchased Services You are subscribed to. You will be also invoiced for the use of Additional Purchased Services that You may acquire under any subscription plan.

**6.3** We may invoice You (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services. We may bill You at the same time for more than one of Your prior billing periods for amounts that haven't previously been processed. Payment terms will be 14 days from the invoice date.

**6.4** You will receive invoices in the Codejig User Portal and via email in a portable document format (PDF). At Your request, Codejig Limited may, but is not obliged to, provide You, as extra services, with a printout of the invoice, via regular mail, or send Your invoice electronically via a forwarding service as an e-invoice in the XML format. For such extra services, You will pay a service charge to Codejig Limited in relation to additional (administrative) activities performed by Codejig Limited and the costs of the mail service or forwarding service.

**6.5** Codejig invoices do not include any taxes, levies, or duties imposed by Your taxing authorities as well as any charges or fees applied by Your bank for its services, and You are responsible for payment of all applicable taxes, levies, duties, charges, or fees.

**6.6** Nevertheless, if You are a private individual based in the EU and are not a VAT-payer, We will charge VAT on Services provided and will include it in the total amount of the invoice. If Your organization is registered for VAT in the Republic of Malta, Codejig Limited will also charge VAT and include it in the invoices. If the country of establishment of Your VAT-registered organization is any EU country other than the Republic of Malta, VAT will be levied according to the reverse charge mechanism.

**6.7** You may make payments by bank transfer to Our bank account that will be indicated on the invoice. All invoices must be paid in full in accordance with payment terms indicated on the invoice.

**6.8** If We do not receive full payment by the due date of the invoice, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and We may suspend Our Services to You. Consequently, You will not be able to access and use Services until We receive the outstanding payment in full. Also, You will be charged a monthly overdue fee at the rate of 1.5%, or the maximum rate permitted by law, of the outstanding invoice amount and unpaid fee obligations. If We do not receive the full outstanding payment within 3 months after the invoice due date, the Your Account and Data

stored in Services will be deleted and We can use all Our rights and remedies to recover the outstanding payment and overdue charges.

**6.9** Payments are nonrefundable and nontransferable in any case.

**6.10** If You believe that Codejig Limited has charged You erroneously or by mistake, You must contact Us within 90-days of such charge. No refunds will be given for any charges more than 90-days old unless otherwise required by law. We reserve the right to issue refunds or credits at Our sole discretion. If We issue a refund or credit, We are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply. We will not exercise Our rights under Section 6.8 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

## **7. OUR RESPONSIBILITIES**

**7.1** We will (a) make Services available to You pursuant to this Agreement and any applicable Purchase Orders, (b) provide applicable standard support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available as described in Specification.

**7.2** We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

## **8. YOUR RESPONSIBILITIES**

**8.1** You will (a) be responsible for Your Licensed Users compliance with this Agreement, Services Specification and Purchase Orders (b) be responsible for the accuracy, quality and legality of Your Data, the means by which You acquired Your Data and Your use of Your Data with Our Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and notify Us promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement, Specification, Purchase Orders and applicable laws and government regulations, and (e) comply with the terms of Service of any Non-Codejig Applications with which You use Services.

## **9. USAGE LIMITATIONS AND RESTRICTIONS**

**9.1** Services are subject to usage limits, including, for example, the quantities specified in Purchase Orders and Services Specification. Unless otherwise specified, (a) a quantity in a Purchase Order refers to Licensed Users, and Service may not be accessed by more than that number of Licensed Users, (b) a Licensed User's password may not be shared with any other individual, and (c) except as set forth in a Purchase Order, share or use the rights of any Licensed User by more than one individual (unless such subscription licence is reassigned in its entirety to another Regular User, in which case the previously Licensed User must no longer have any right to access or use the licence). If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by

a contractual usage limit, You will execute a Purchase Order for additional quantities of the applicable Services or Content promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 6.

**9.2** In addition to all other terms and conditions of this Agreement, You must not:

- (i) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make Services, Codejig Intellectual Property or materials available, to any third party.
- (ii) make Services available to anyone other than Licensed User(s) as expressly permitted under the terms of the Agreement or use any Service for the benefit of, anyone other than You, unless expressly stated otherwise in the Purchase Order or the Specification.
- (iii) provide any service based on Services without prior written permission in any form that is not expressly permitted by this Agreement.
- (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of Services or make use of Codejig Intellectual Property or other technology of the third-party vendor(s) or hosting partner(s) who We engage to provide the infrastructure, software, networking, storage, and related technology required to operate and provide Codejig Services, except and only to the extent such activity is expressly permitted by applicable law.
- (v) access Services or use the Services Specification and other materials in order to build a similar product or competitive product or determine whether Services are within the scope of any patent.
- (vi) use Services in any manner that could damage, disable, overburden, impair or harm any Our server, network, computer system or other resource.
- (vii) violate any applicable local, state, national or international law, use the Services in a way that may lead to fraud targeting any person or may cause Codejig Limited to be subject to investigation, prosecution or legal action.
- (viii) create a false identity to mislead any person as to the identity or origin of any communication.
- (ix) create Internet "links" to Services or "frame" or "mirror" any content contained in, or accessible from, the Service on any other server, wireless or Internet-based device,
- (x) remove, hide or modify any markings or any notice of Our proprietary rights, Codejig logo or "powered by Codejig" marking.
- (xi) disclose results of any subscription benchmark tests to any third party without Our prior written consent.
- (xii) send spam.

## **10. USING SERVICES AND SUPPORT**

**10.1** You understand that the technical processing and transmission of Services, including Your content, may be transferred unencrypted and involve:

- (i) transmissions over various networks; and
- (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

**10.2** Notwithstanding Section 21 "Warranties" We do not warrant that:

- (i) Services will meet Your specific requirements,
- (ii) Services will be uninterrupted, timely, secure, or error-free,
- (iii) the results that may be obtained from the use of Services will be accurate or reliable,



- (iv) the quality of any products, services, information, or other material purchased or obtained by You through Services will meet Your expectations, and
- (v) any errors in Services will be corrected.

**10.3** Under specific circumstances, technical support may require to establish direct control over Services as well as Content stored in Services. Our technical support representatives may receive access to Services and Your Data to resolve any issues. When accessing Services and Your data, Codejig technical support representatives must abide by Our data privacy and security requirements and are not allowed to use personal data they receive for any purpose other than that for which access was granted. After resolving the issues Codejig staff will be denied access to Services and Your data. This access is normally provided by a remote desktop connection. It is a specific condition of technical support that a remote link will be set up to allow this type of access. Due to international time zones, this access may have to be available at unattended times.

## **11. SERVICES AVAILABILITY**

**11.1** We strive to make Services available on a 24x7 basis (twenty-four hours per day, seven days per week) during the subscription term except for:

- (i) scheduled system backup or other ongoing maintenance as required and scheduled in advance by Us, including updates to Services as described in Section 12 or
- (ii) for any unforeseen cause beyond Our reasonable control, including but not limited to internet service provider or communications network failures, service attacks or similar attacks, or any force majeure events. We have no legal liability for any data loss or temporary disturbances in business operations You may subsequently suffer. Under the described above circumstances, You and Licensed Users may not be able to access and retrieve Your Data.

**11.2** We will monitor performance indicators on the systems and network infrastructure (Our own and that of third-party suppliers) in order to gauge the overall performance of Our hosting services and We will take reasonable steps to address systems and network infrastructure as required to maintain the satisfactory performance of Services. We retain the right to control how You use computing resources allotted to You and, in case We detect deliberate or unreasonable overuse of provided computing resources that, as a result, impacts the performance of Services for other Regular Users, Codejig Limited may restrict access to those resources for all Licensed Users under Your Company's Account. Codejig Limited undertakes to notify You prior to restricting access to computing resources for Your Organization and make reasonable efforts to offer an agreeable alternative or workaround solution.

**11.3** Support services are available on business days (Mon-Fri) between 9:00 and 17:00 (GMT +3).

## **12. UPDATES TO SERVICES**

**12.1** We have the right, in Our sole discretion, modify, update or revise Services or alter Your access to Services.

**12.2** Updates to the Services where You or Licensed Users access Codejig Application in provided executable form (for example, Codejig Builder, Codejig User Portal) will be generally done by Us. We will automatically check Your version of Services and update

them. We will provide You with a reasonable notice either in Codejig User Portal or to Your email address prior to updating Services. After some of the updates, You might be required to rebuild and redeploy Your Non-Codejig Applications. If technically feasible, We will try to provide You with the choice when to update.

**12.3** Updates to Services where You receive the source code of Codejig Application (for example, Codejig ERP) and built a derivative work for Your use are to be done by You using the Merge tool of Codejig Builder. You are solely responsible for checking for updates availability and performing the merge of the source code between the updated version of the original Application and Your derivative work regularly. You are not required to perform this kind of update but if You do not do it regularly and later change Your mind, performing the merge with the latest version might become a large and time-consuming task. We do not guarantee the availability of any version of the original Application except the latest one.

**12.4** We will inform You about new releases by notification in Codejig User Portal with a link to release notes in which new features and functionality introduced in a new release will be listed together with changes to existing features and issues fixed.

**12.5** If Codejig Limited faces the need to maintain the security of Services or comply with its legal obligations, We reserve the right to modify Services immediately and without a prior notice. However, We undertake to notify You as an Administrator about such changes within thirty days after any significant modifications.

**12.6** You may express Your disagreement to any changes introduced in Services by discontinuing use of Services to which such changes are applicable. Your continued use of Services will be regarded as an acceptance of such changes.

## **13. LICENSES AND PROPRIETARY RIGHTS**

**13.1** We and Our Licensors reserve all of Our/Their right, title and interest in and to the Services and Content, including all of Our/Their related Intellectual Property Rights. No rights are granted to You hereunder except as expressly set forth herein.

**13.2** You have non-exclusive, non-transferable, royalty-free, limited, non-sublicensable right to access Free Services as well as Purchased Services for which You have active (non-expired and not-terminated) Licence either purchased by You or provided to You by other Regular Users subject to the terms of the applicable Services Specification, this Agreement, and Purchase Orders.

**13.3** If a specific Service provides You with the source code of Our Application, You have the non-exclusive, non-transferable, subscription-term limited right (a) to create a single derivative work by modifying the source code and storing it in Our hosting infrastructure (b) build an executable program from modified or non-modified source code and store it on Our hosting infrastructure and (c) run and use this executable program on Our hosting infrastructure, provided that this derivative work does not change original purpose of the Application. You can maintain multiple branches of the source code to the extent necessary to ensure the reliable development process (i.e. production and development branches, etc). You can build and deploy multiple instances of executable files in Our hosting infrastructure, but only one deployment instance can be used for production purposes ("Production Instance"). The rest of deployment instances can be used solely for testing during software development or for backup purposes. Your usage of hosting infrastructure will be limited

according to Services Specification and Purchase Order and may require You to acquire additional hosting resources for deployment of additional instances. You can give authorized access to the deployed instances to Licensed Users. You can give access to parts of the Production Instance of the derivative work to unauthorized (not authenticated by using built-in Codejig or app-only authentication procedures) users, provided that the parts of the Application that You are giving access to were fully developed by You and You do not make available to unauthorized users parts of the Application that were developed by Us unless these parts of the Application originally allowed and were intended for anonymous access. Third-party software (for example, open source software libraries) integrated into the source code and included into the executable are licensed to You under the relevant third-party licence terms as published by the third parties and You are responsible for adhering to their licence terms.

**13.4** You grant Us, Our Affiliates and applicable contractors a worldwide, limited-term licence to host, copy, display and use any Non-Codejig Application and program code created by or for You using a Service or for use by You with the Services, and Your Data, each as reasonably necessary for Us to provide and ensure proper operation of Our Services and associated systems in accordance with this Agreement. Subject to the limited licences granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to any of Your Data, Non-Codejig Application or such program code.

**13.5** You grant Us and Our Affiliates a perpetual, transferable, irrevocable, sublicensable, worldwide, royalty-free licence to use Your feedback, ideas, or suggestions in any way deemed appropriate by Codejig Limited, including for future modifications of Services or for the development of other products or services, advertising or marketing purposes.

## **14. INTELLECTUAL PROPERTY RIGHTS, COPYRIGHT, AND TRADEMARK**

**14.1** Not limiting the applicability of Section 13.1, You acknowledge that all right, title, and interest in and to Services of Codejig Limited, together with its codes, sequences, derivative works, organization, structure, interfaces, any documentation, data, trade names, trademarks, or other related materials (collectively, the "Codejig IP"), is, and at all times must remain, the sole and exclusive property of Codejig Limited. The Codejig IP contains trade secrets and proprietary information owned by Us and is protected by copyright laws of the Republic of Malta (and other laws relating to Intellectual Property). Except the right to use Services, as expressly provided in this Terms of Service Agreement and other Additional Agreements, this Agreement does not grant to You any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or Licences with respect to Services.

**14.2** Codejig Limited agrees and admits that all Intellectual Property Rights in and to Application developed by Licensed Developers (that have been employed to create Intellectual Property as a part of their employment duties) with Codejig Builder together with the Application's domain model designed by Licensed Developers and domain-specific logic created by Licensed Developers are owned by You and will remain vested with You.

**14.3** Except as expressly stated herein, Codejig Limited must not obtain any proprietary right, interest in or title to any Intellectual Property Rights in Applications or customizations introduced by Licensed Developers.

**14.4** Notwithstanding anything in Sections 13.3, 14.2, 14.3 and any use, distribution or commercial exploitations rights that You might be given in this Agreement or any separate agreements for any derivative work or Non-Codejig Application made by Your Licensed Developers with Codejig Builder, You get no Intellectual property rights to the executable file of Non-Codejig Application, its database schema, its user interface and generated front-end scripts. Intellectual Property Rights for these artifacts or any Codejig IP embedded in them will remain vested in Us.

**14.5** Codejig Limited, its logo, names of separate Services and their logos are considered trademarks of Codejig Limited. You undertake not to use, in any manner that is not expressly permitted by this Agreement, the Codejig trademarks, without Codejig Limited's prior consent. However, You must not alter or remove any trademarks or any notice of Codejig Limited's proprietary rights. Codejig Limited may use Your Organization's logos and mention its name and the nature of the Services provided hereunder in marketing efforts, including on the company website.

**14.6** You may upload content to Codejig Services that You hold copyrights for. You agree not to violate any copyrights in any form including plagiarism, posting other people's content without written permission from them, citations without due credit to sources, uploading documents without permission from document owners, and revealing other people's confidential information such as passwords, personal profiles, and credit card information. In case of violation of copyright, Codejig Limited retains the right to terminate Your Personal Account and Company accounts.

**14.7** If You violate the terms and conditions of use set forth in this Agreement, infringe Intellectual Property or rights of Codejig Limited or conduct fraudulent activities under a specific Company Account, Codejig Limited reserves the right to investigate Your activities under other Company Accounts which You administer. We may suspend Your Personal Codejig Account and Company Accounts under which the infringements have been detected.

## **15. YOUR DATA**

**15.1** You are responsible for all Your Data uploaded, posted or stored through Your use of Services. You bear the responsibility for Your data or any part thereof being lost, damaged or unrecoverable. We take no responsibility for Your Data. You agree not to use, nor permit any third party to use, Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

(i) illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;

(ii) content that would impersonate someone else or falsely represent Your identity or qualifications, or that constitutes a breach of any individual's privacy;

(iii) except as permitted by Us in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;

(iv) virus, trojan horse, worm or other disruptive or harmful software or data; and

(v) any information, software or Content which is not legally Yours and without permission from the copyright owner or Intellectual Property Rights owner.

**15.2** While using Services, You may be able to insert links to third-party websites as well as access and use products, services and content belonging to third parties. We bear no responsibility for any third-party websites or third-party content available to You on or through Services. You take all risks related to the access and use of such websites and third-party products, services and content.

**15.3** We may, but is not obliged to, monitor Your Data stored in Services. We reserve the right to disclose any information required to fulfill Our legal obligations, properly provide Services, protect Us or Our customers. We, in Our sole discretion, may refuse to store or remove any Content, in whole or in part, that is regarded to be in breach of this Agreement or to be of an inappropriate or unacceptable character.

## **16. MUTUAL INDEMNIFICATION**

**16.1** We will defend You against any claim (legal suit or proceeding) brought against You by a third party alleging that any Purchased Service violates such third party's Intellectual Property Rights (a "Claim Against You") and We will indemnify You from any any damages, attorney's fees and costs that might be finally awarded against You as a result of the Claim Against You or for amounts paid by You under a settlement of the Claim Against You approved by Us in writing provided that You (a) give Us prompt written notice of the Claim, (b) give Us sole control and defense of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability) (c) give Us all reasonable assistance, at Our expense. The above defence and indemnification obligations do not apply if (1) the allegation does not states in details that Our Purchased Services are the basis of the Claim Against You(2) the Claim Against You is based on traditional user interface or business functionality that is or was in general use in the industry (3) the Claim Against You is based on combination of usage of Our Services with any other software, equipment or data not provided by Us if Our Services or use thereof would not violate without such a combination. (4) the Claim Against You is based on Your usage of Developer Services and, specifically, on usage of any third-party libraries or code that You have used when creating a derivative work based on the source code that was provided by Us to You, disregarding whether such third-party library or code was already referenced or otherwise included in the source code or not. (5) if the Claim Against You arises from Free Services or Purchased Services during the free trial period (6) the Claim Against You is based on Non-Codejig Application or Your use of the Services in violation of this Agreement, Specification or Purchase Order.

**16.2** You will defend Us against any claim (legal suit or proceeding) brought against Us by a third party alleging that (a) any of Your Data or Your use of Your Data with Our Services, (b) an Application provided by You, including the Application that was created based on the source code that was provided by Us to You or (c) the combination of a Application provided by You and used with Our Services, violates such third party's Intellectual Property Rights, or arising from Your use of the Services or Content in an unlawful manner or in violation of the Agreement, the Specification, or Purchase Order (each a "Claim Against Us"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of the Claim Against Us provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

**16.3** This Section 16 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 16.

## **17. CONFIDENTIALITY**

**17.1** Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Purchase Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**17.2** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Purchase Order to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, We may disclose the terms of this Agreement and any applicable Purchase Order to a subcontractor or Non-Codejig Application Provider to the extent necessary to perform Our obligations to You under this Agreement, under terms of confidentiality materially as protective as set forth herein.

**17.3** Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **18. SUSPENSION OF SERVICES**

**18.1** We may suspend Your account in case of significant breach of this Agreement. Apart from violating terms of this Agreement, there are other reasons for Services suspension. Any use of the Services that threatens the security, integrity or availability of Our Services, may result in Our immediate suspension of the Services. However, such a measure should be treated as a last resort and where possible We will use commercially reasonable efforts to provide You with a prior notice and opportunity to amend the violation or threat prior to such suspension.

## **19 DURATION AND TERMINATION**

**19.1** This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated. When there are no active subscriptions, each of the Parties can terminate this Agreement by notifying other Party with (30) days notice in User Portal.

**19.2** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**19.3** If this Agreement is terminated by You in accordance with Section 12.3 (Termination), We will refund You any prepaid fees covering the remainder of the term of all Purchase Orders after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 12.3, You will pay any unpaid fees covering the remainder of the term of all Purchase Orders. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

**19.4** Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation. After such 30-day period, We will have no obligation to maintain or provide any Your Data, and as provided in the Documentation will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless legally prohibited.

**19.5** The sections titled "Contracting Entities, Choice Of Law, Jurisdiction", "Free Services", "Invoices, Payment Terms And Refund Policy", "Licences And Proprietary Rights", "Intellectual Property Rights, Copyright And Trademark", "Mutual Indemnification", "Confidentiality", "Duration And Termination", "Limitation Of Liability" will survive any termination or expiration of this Agreement

## **20. PERSONAL INFORMATION**

**20.1** You understand and agree that Codejig Limited may be required to collect, process, store and/or transfer Your personal data or the personal data of Your Regular Users to comply with the terms and conditions of this Agreement. Providing Your Personal Data to Codejig Limited, You agree that Codejig Limited and its Partners may process, retain and/or transfer Personal Data only for the purposes specified in the Privacy Statement, in the clause "How We Use Information". In relation to all Personal Data provided by or through You to Codejig Limited, Codejig Limited will be responsible as sole Data Controller for

complying with all applicable data protection or similar laws such as the General Data Protection Regulation (GDPR) (EU) 2016/679 and laws implementing that Regulation that govern the processing of Personal Data.

**20.2** You agree to obtain all necessary consents and make all necessary disclosures before including Personal Data in Content and using Codejig Services. You understand and agree that You bear full responsibility for any Personal Data that may be present in Your Data, including any information that any Licensed User shares with third parties on the behalf of You.

**20.3** Please read the Privacy Statement as it discloses what types of data We collect from You, how We gather, retain, share and use Your data as well as what legal rights You are granted with respect to Your personal information.

## **21. WARRANTIES**

**21.1** We, and Our partners, sub-contractors, affiliates, resellers, distributors, and vendors, make no warranties, express or implied, guarantees or conditions regarding Your use of Services. You understand that use of Services is at Your own risk and that We provide Services on an "as is" basis "with all faults" and "as available". We do not guarantee the accuracy or timeliness of information available from Services. To the maximum extent permitted by Your local law, We exclude any implied warranties, including for appropriateness for a particular purpose, merchantability, workmanlike effort, and non-infringement. You may have certain rights under Your local law. Nothing in these terms is intended to affect those rights if they are applicable. You acknowledge that computer and telecommunications systems are not fault-free and occasional periods of downtime occur. We do not make any guarantees or warranties regarding the appropriateness and the performance of Services delivered and We do not represent that Services will be error-free, secure, timely, or uninterrupted or that Content loss won't occur, nor do We guarantee any connection to or transmission from the computer networks.

## **22. LIMITATION OF LIABILITY**

**22.1** To the maximum extent permitted by applicable law, the entire liability of Codejig Limited, its partners, sub-contractors, affiliates, resellers, distributors, and vendors for all claims made in relation to this Agreement will be limited to the amount You paid for Services for the month during which such claim was filed.

**22.2** Our entire liability under this Agreement related to the Trial Version of Codejig ERP shall not exceed EUR 1, regardless of the failure of essential purpose of any limited remedy.

**22.3** Subject to applicable law, We, partners, sub-contractors, affiliates, resellers, distributors, and vendors are not liable for any of the following, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based:

- (i) indirect, special, incidental, punitive or consequential damages;
- (ii) damages relating to failures of telecommunications, the internet, electronic communications, corruption, security, loss or theft;
- (iii) Your inability to use Services, Support, or other deliverables as a result of any of the following: (a) termination or suspension of the Company Account or Licences, (b) any



unanticipated or unscheduled downtime of all or portion of Services stemming from power outages, system failures or other interruptions;

(iv) the cost of obtaining substitute products or services;

(v) any of Your investments, expenditures, or commitments related to this Agreement;

(vi) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of Your Data due to Your negligence or misconduct.

**22.4** Codejig Limited takes no responsibility for any liability stemming from Your Data or from the data belonging to third parties that You can access through Services as well as for liability arising out of any material linked through the data.

## **23. CHANGES TO THE AGREEMENT**

**23.1** Codejig Limited retains the right to introduce changes to the terms of this Agreement or its approaches and practices governing the use of Services at any time. This agreement could also be changed due to change in law or decision by authorities.

**23.2** Changes made due to change in law or decision by authorities as well as changes made on Our initiative but not adding any substantial obligations to You or substantially impairing Your rights under this Agreement will be made by publishing an amended Agreement on [www.codejig.com](http://www.codejig.com) website and providing corresponding notification in User Portal. They will take effect immediately when published.

**23.3** Changes are made at Our initiative and adding any substantial obligations to You or substantially impairing Your rights under this Agreement will be stated in advance by providing corresponding notification to You in User Portal or by email. The changes will become effective at the earliest (1) one month after providing notice. This Agreement will continue as amended unless within (1) one month after receiving change notice You'll notify Us that You do not accept the changes. In such a case this Agreement ceases immediately and You should stop using Services.

**23.4** Your continued use of Services after any modifications to the Terms of Service will be regarded as an acceptance of such changes.