



SJS Solutions

SJS Solutions LTD - Terms of Service

THIS AGREEMENT is entered into between SJS Solutions Ltd, a limited liability company with its principal office located at 1 Andromeda house, Aldermaston, RG78AP, United Kingdom ("SJS"), and You ("Customer"), either individually or collectively on behalf of your business entity.

WHEREAS, SJS has the right to license rights to access and use the Services (defined below); and

WHEREAS, Customer desires to access and use the Services, all in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1. Definitions

1.1 "Services." The web services described and specified on the website www.sjssolutions.com and any updates or upgrades to such services which may be generally released by SJS to all customers from time to time. For On Premise installations the Services include a local copy of the SJS Technology.

1.2 "SJS Technology." The computer software also known as Optymyse and intangible computer code necessary to deploy and serve the Services via the Site.

1.3 "Site." SJS's sjssolutions.com website including the SJS Technology.

1.4 "Authorized Users." The number of persons who are authorized to access and use the Services concurrently at any one time.

1.5 "Affiliate." With respect to Customer, any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with Customer, which agrees in writing to be bound by all the obligations of Customer hereunder.

1.6 "Internet Data Centers." Any of the 3rd party facilities leased by SJS and used by SJS to provide the Services. These facilities house the SJS Technology used for the provision of Services.

1.7 "Customer Data." Customer's information or other data processed, stored or transmitted by, in or through the Services, including without limitation personal information relating to the Customer's personnel, customers, and prospective customers such that the identity of such persons is apparent or can reasonably be determined from such personal information.

1.8 "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

2. Subscription License Grant

Subject to the terms and conditions hereof, during the term hereof, SJS hereby grants to Customer and its Affiliates only to the extent of Authorized Users and solely for Customer's internal business purposes a non-



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exclusive, non-transferable, worldwide right and license to access the Site and use the Services. All rights not expressly granted to Customer herein are expressly reserved by SJS.

3. Use Restrictions

Customer covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others, (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the Services; and (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the SJS Technology; or (iv) to access, alter, or destroy any information of any customer of SJS by any fraudulent means or device, or attempt to do so.

4. Evaluation License Option

If the Customer is granted access to a 14 Day Trial, then Customer is hereby granted a royalty-free, non-exclusive, non-transferable, worldwide right and license to access and use the Services for evaluation purposes only for the evaluation term and for a single Authorized User. Access to technical support services, via the SJS website (knowledge base) will be provided during the evaluation period at no charge. For the duration of the evaluation license term, the Services will be provided "AS-IS", WITHOUT ANY WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE SERVICE LEVEL WARRANTY, OR ANY INDEMNITY PROVIDED HEREIN, AND ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ARE HEREBY DISCLAIMED. Upon the expiration of the evaluation term, this Agreement will terminate, unless Customer begins a paid monthly subscription, in which case this Agreement shall continue without this evaluation license.

5. Security

Customer shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet. As part of the Services, SJS shall implement reasonable security procedures consistent with industry standards to protect Customer Data from unauthorized access, including without limitation, maintaining a security program with an identified security official, security policies, access controls, firewalls, wireless and mobile device and storage security, virus scanning/protection software, anti-malware software, encryption of data in transport, network security intrusion protection systems, technical assessments (which have been acted upon), and Internet Data Centers housed in secure locations (the "Data Security Standard"). Provided that SJS is in compliance with the Data Security Standard, the parties agree that SJS shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to SJS at the time. SJS will promptly report to Customer any unauthorized access to Customer Data promptly upon discovery by SJS, and SJS will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Customer Data is required, Customer shall be solely responsible for any and all such notifications at its expense.

6. Business Continuity Plan/Disaster Recovery Program





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SJS shall establish and execute a business continuity plan that provides for continued operation in the event of a disaster or business interruption affecting SJS. The business continuity plan shall provide that 3rd party Internet Data Centers be configured consistent with prevailing industry standards for fireproofing, power and backup generation, structural integrity, seismic resistance and resistance to other natural and man-made disruptions. In addition, Internet Data Centers shall be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards. Force majeure shall not apply.

7. Outsourcing Internet Data Center Operations – for Cloud Deployments

SJS may outsource its Internet Data Center operations to a reputable 3rd party; SJS shall not be responsible for the performance of such 3rd parties, and SJS shall not be liable for any action or inaction by such 3rd parties.

8. Set-Up of Services

On or before the “go live” date, SJS will complete all tasks required to make the Services accessible to the Customer, including (i) providing access to a download of the SJS Technology or implementing in the SJS Technology any interfaces required (ii) delivering to Customer any proprietary software and related documentation necessary to access the SJS Technology to access and use the Services, (iii) assigning all security access, passwords and user IDs necessary to access the SJS Technology to access and use the Services.

9. Access Codes For Services – Cloud deployments

SJS will permit access to the Services only over the Internet using access codes assigned by SJS. Access codes will be deemed the Confidential Information of both parties.

10. Technical Requirements For Services

10.1 Scalability. The Services shall be scalable in a manner that allows the Services to meet any forecasted increase in licensing. Customer acknowledges that increasing the Authorized User requirements, data storage and or licensing requirements may lead to increases in the fees charged for the Services.

10.2 Internet Data Centers – For Cloud Deployments. The Services will be provided through Internet Data Centers that are configured consistent with prevailing industry standards for fireproofing, power and backup generation, structural integrity, seismic resistance and resistance to other natural and man-made disruptions. In addition, the facility shall be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards. SJS may outsource its Internet Data Center operations to subcontractors. SJS will ensure the 3rd party Internet Data Center provider will be a well known organisation with a good reputation for the provision of data center services. SJS will not be responsible for the performance of such subcontractors, and SJS shall not be liable for any action or inaction by such 3rd party.

11. Backups – For Cloud Deployments

For additional fees specified on the SJS website, SJS shall make daily incremental backups (the “Incremental Backup”) and weekly full backups (the “Full Backups”) of Customer Data archived with the SJS Technology.

12. Monitoring of Customer’s Use – For Cloud Deployments

SJS reserves the right to internally monitor Customer’s usage of the Site and Services.

13. No Commingling of Customer Data – For Cloud Deployments





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The Services shall be operated in an environment where (i) all Customer Data shall be stored on files totally separate from those of other customers of SJS, or (ii) all files containing Customer Data are partitioned sufficient to protect the security and privacy of Customer Data.

14. Purchase of Additional Services

Customer may elect to purchase rights for additional Authorized Users and/or additional services from time to time. Such additional purchases shall be governed by the terms and conditions here of.

15. Subscription Fees

Unless a CAPEX model has been chosen, Customer shall pay to SJS periodic subscription fees for the Services and technical support services provided hereunder in accordance with the applicable level of Service purchased.

16. Taxes

All fees are exclusive of taxes or duties. If SJS is required to pay or collect any federal, state, local, value added, tax or duty on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on SJS's net income, then such taxes and/or duties shall be billed to and paid by Customer immediately upon receipt of SJS's invoice and supporting documentation for the taxes or duties charged.

17. Technical Support, Training, and Consulting Services

During the term hereof, SJS shall provide technical support in accordance with the support level associated with the product chosen. These service levels can be found on the SJS website. If additional services are required for the proper use and operation of the Services or if training or consulting services are requested, SJS shall provide such services on a time and materials ("T&M") basis; that is, (i) Customer shall pay SJS for all the time spent performing such services (including all travel time), plus materials, taxes, and reimbursable expenses; and (ii) the rates for such services shall be SJS's then-current standard rates when such services are provided. Any monetary limit stated in an estimate for T&M services shall be an estimate only for Customer's budgeting and SJS's resource scheduling purposes. If the limit is exceeded, SJS will cooperate with Customer to provide continuing services on a T&M basis. SJS shall invoice Customer monthly for T&M services. Charges shall be payable upon receipt of invoice by Customer. SJS reserves the right to require a non-refundable fee and/or cost deposit prior to commencement of services as well as a work order.

18. Technical Contacts

Customer shall designate one of its employees as its principal contact for communicating with SJS regarding technical issues hereunder. Customer may change its technical contact from time to time by written notice to SJS.

19. Proprietary Rights Ownership

Ownership of the Proprietary Rights embodied in the Site, Services, and SJS Technology shall remain exclusively vested in and be the sole and exclusive property of SJS and its licensors. In addition Customer hereby transfers and assigns to SJS any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer personnel relating to the





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Service. The sjssolutions.com and .co.uk domain names, product names and logos associated with the Services are trademarks of SJS or third parties, and no right or license is granted to use them.

20. Mutual Exchange of Confidential Information

The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient").

20.1 Definition of Confidential Information. For purposes hereof, "Confidential Information" means (i) the terms and conditions hereof, (ii) non-public aspects of SJS's Site and the operation thereof, SJS Technology, and the Services and additional services provided by SJS, and SJS's business and technical information, and data, (iii) Customer Data, and non-public aspects of Customer's technology, computer programs, and business and technical information, and data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or its affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure.

20.2 Restrictions on Use and Disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

20.3 Exclusions. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

21. General Skills and Knowledge

Notwithstanding anything to the contrary in this Agreement, Customer agrees that SJS is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of SJS.

22. Customer Representations and Warranties

22.1 Customer represents and warrants that (i) the performance of its obligations and use of the Services and SJS Technology (by Customer and its Authorized Users) will not violate any applicable laws, or regulations,





SJS Solutions

including without limitation any and all laws and regulations regarding the transfer of personal information of residents of the European Union outside the European Union, or (ii) cause a breach of any agreements with any third parties or unreasonably interfere with the use by other SJS customers of SJS services.

22.2 Customer acknowledges that (i) SJS does not monitor the content of the information passing through the Services for purposes of verifying accuracy or legal compliance, and (ii) Customer will use commercially reasonable efforts to ensure that the information it and its Authorized Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

22.3 In the event of any breach by Customer of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, SJS will have the right to suspend immediately any Services if deemed reasonably necessary by SJS to prevent any harm to SJS and its business. SJS will provide notice to Customer and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, SJS will promptly restore the Services.

23. SJS Representations and Warranties

SJS represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable laws or regulations of the United Kingdom or cause a breach of any agreements between SJS and any third parties. In the event of a breach by SJS of the foregoing warranties, Customer's sole remedy is termination of this Agreement upon written notice to SJS.

24. Limited Warranty

SJS represents and warrants that the Services will: (i) conform to all material operational features as described in the documentation provided via the SJS website, and (ii) be free of major errors and defects that materially affect the performance of such features ("Limited Warranty"), provided that Customer notifies SJS of any non-conformity, error, or defect. Customer's sole and exclusive remedy for breach of this Limited Warranty shall be the prompt correction of non-conforming Services at SJS's expense.

25. Warranty Disclaimers

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, NEITHER SJS NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND SJS AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SERVICE, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. SJS DOES NOT WARRANT THAT THE SERVICE OR SITE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICE OR SITE WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER MAY SELECT FOR USE, OR THAT THE OPERATION OF THE SERVICES OR SITE WILL BE UNINTERRUPTED, OR ERROR-FREE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR 100% SECURE. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT SJS HAS NO CONTROL OVER THE INTERNET, AND THAT SJS IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES.





SJS Solutions

26. Disclaimer of Actions of Third Parties

SJS does not and cannot control the flow of data to or from SJS's Technology through the Customers local and wide area networks and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or controlled by the customer or third parties. At times, actions or inactions of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although SJS will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, SJS cannot guarantee that such events will not occur. SJS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES WHICH ARE NOT SJS's SUBCONTRACTORS.

27. Intellectual Property Indemnity

Except for third party software including without limitation open source software, SJS will indemnify, defend and hold harmless Customer and its Affiliates from and against any lawsuit, liabilities, loss, cost or expense arising out of a third-party claim made against Customer that the SJS Technology or Services infringe on any U.S. intellectual property right of a third party; provided, however, that SJS is notified in writing of such claim promptly after such claim is made upon Customer. SJS shall have the right to control any defense of the claim. In no event shall Customer settle any such claim without SJS's prior written approval. SJS shall have no liability or obligation if the claim arises from (i) any alteration or modification to the SJS Technology or Services other than by SJS, (ii) any combination of the SJS Technology or Services by Customer with other programs or data not furnished by SJS, or (iii) any use by Customer of the SJS Technology or Services that is prohibited by this Agreement or otherwise outside the scope of use for which the SJS Technology or Services are intended.

28. Options for Infringement Claims

If any party is enjoined from using the SJS Technology, or if SJS believes that the SJS Technology may become the subject of a claim of intellectual property infringement, SJS, at its option and expense, may: (i) procure the right for Customer to continue to use the Services; (ii) replace or modify the SJS Technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions and/or specifications provided in the applicable Purchase Order; or (iii) terminate this Agreement, in which case SJS shall refund to Customer any and all subscription fees paid in advance by Customer for those Services not provided by SJS and provide, at Customer's request and free of charge, the Customer Data in a database document format. This Section and the preceding Section sets forth the entire liability of SJS to Customer for any infringement by the SJS Technology or Services of any intellectual property right of any third party. Notwithstanding the foregoing, this Section does not apply to third party software including without limitation open source software.

29. Disclaimer of Incidental and Consequential Damages

EXCEPT FOR INDEMNITY OBLIGATIONS EXPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA AND/OR UNAUTHORIZED ACCESS OR ACQUISITION OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES OR THIS SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM



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WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

30. Liability Cap

Except for SJS's indemnity expressly provided herein and SJS's confidentiality obligations, SJS's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, shall not exceed the total of subscription fees payable by Customer for the six (6) billing periods immediately preceding the claim for such liability. Or in the case of CAPEX deals half the initial fee paid to SJS.

31. Term of Agreement

For all Subscription model purchases (OPEX) the initial term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of Twelve (12) months. For non-subscription (CAPEX) purchase the initial term will be no less than Twenty Four (24) months but may exceed this period as detailed on the quote provided by SJS. The initial term hereof shall automatically renew for successive one (1) month (OPEX) and (1) one year (CAPEX) unless either party notifies the other in writing not less than thirty (30) days prior to the expiration of the current term of its intention not to renew. Both the initial term and any renewal term are subject to earlier termination as otherwise provided herein. Either party may choose not to renew this Agreement without cause for any reason.

32. Automatic Termination

Unless SJS promptly after discovery of the relevant facts notifies Customer to the contrary in writing, this Agreement and all Purchase Orders will terminate immediately without notice upon the institution of insolvency, bankruptcy, or similar proceedings by or against SJS, any assignment or attempted assignment by SJS for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for SJS.

33. Termination For Cause

If either party fails to comply with any of the material terms and conditions of this Agreement, including without limitation the payment of any subscription license fee or annual license and or support fee or reimbursement due and payable to SJS under this Agreement, the non-defaulting party may terminate this Agreement and any and all license rights upon Thirty (30) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

34. Termination by SJS for End of Life

SJS intends to continue to provide and support the Services for so long as Customer renews its subscription; provided, however, if, SJS determines in its sole discretion that it is no longer feasible to support the Services, SJS may terminate this Agreement for end of life at any time after the initial term by providing one hundred eighty (180) days written notice to Customer.

35. Return of Materials

Within ten (10) days of the expiration or termination of any license under any Purchase Order, Customers shall delete all copies of the SJS Technology and certify in writing to SJS that they have been destroyed, Customer shall return to SJS any materials provided by SJS.



SJS Solutions

36a. Transition Services – For Cloud Deployments

If Customer is current in all payments due to SJS at the time of expiration or termination hereof, SJS shall provide to Customer its Customer Data in a standard database document format readily available to SJS at no additional charge. If Customer requests the Customer Data in a non-standard format, Customer shall pay to SJS a reasonable fee for technical services as determined by SJS.

36b. Transition Services – For On Premise Deployments

If Customer is current in all payments due to SJS at the time of expiration or termination hereof, the Customer can take copies of Customer Data and retain this data.

37. Arbitration

Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the London Court of International Arbitration ("LCIA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with LCIA rules. The arbitration shall take place in London, United Kingdom. The arbitrator shall apply the laws of the United Kingdom to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

38. Notices

Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

39. Assignment

Customer shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without SJS's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

40. Continuing Obligations

The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (v) the payment of taxes, duties, or any money to SJS hereunder.

41. U.S. Government End-Users

SJS Technology and the SJS software incorporated therein, this Site, and the Services all consist of "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995).





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Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users of this site acquire only those rights set forth herein.

42. Compliance With Anti-Slavery And Human Trafficking Laws And Policies

Our commitment to running our business responsibly includes our full support for efforts to promote ethical principles and practices related to the prevention of the exploitation and abuse associated with modern slavery and human trafficking.

43. Miscellaneous

This Agreement shall be construed under the laws of the United Kingdom, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.



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