



TERMS OF SERVICE

The following terms and conditions (collectively, these “Terms of Service” or “Agreement”) govern Customer’s acquisition and use of services from CloudJunction Apps (“CJA” or “We”), including any applicable free trials, software applications or products, functionality and services offered by or via CJA (“Service”). By accepting these Terms of Service by 1) Clicking a box indicating acceptance, 2) executing a Quote / Order form / Statement of Work (SOW) that references these Terms of Service, or 3) using the Service (with a paid subscription or a free trial), you (the “Customer”) accept and agree to be bound and abide by these Terms of Service. If you are accepting these Terms of Service on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates. By signing up and starting to use the Service, you accept and agree to be bound and abide by these Terms of Service. Should you disagree with any of the provisions herein, you must not use the Service.

Changes to the Terms of Service and the Service

CJA reserves the right to update the Service and these Terms of Service from time to time, at our discretion and without notice. This document is public on the CJA website and will be updated to the most recent version. Your continued use of the Service following the publishing of updated Terms of Service means that you accept and agree to the changes.

These Terms of Service were last updated on 18 November, 2021. They are effective between you and CJA as of the date you accepted them (“Effective Date”).

1. CJA RESPONSIBILITIES

1.1 Provision of Purchased Services. CJA will a) make the Service available to the Customer pursuant to these Terms of Service and the applicable Order Form, b) provide applicable CJA standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased and c) use commercially reasonable efforts to make the Service available online however we cannot guarantee that the Service will be up and running 24/7. We also reserve the right to suspend or restrict access to some features to users, including in the case of planned downtime (of which CJA shall give advance electronic notice), system failure, maintenance, repair or reasons beyond our control including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, pandemic-related labour disruption, Internet service provider failure or delay, non-CJA Application, or denial of service attack. In any case, we will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period.

1.2 Beta Service and Free Service. From time to time, CJA may make Beta Services and / or Free Services available to Customer. Use of Free Services is subject to these Terms of Service. Free Services are provided without charge up to certain limits. Usage over these limits requires your purchase of additional resources or services. You agree that CJA, in its sole discretion and for any or no reason, may terminate your access to the Free Services and Beta Services or any part thereof. You agree that any termination of access to the Free Services may be without prior notice, and that CJA will not be liable to you or any third party for such termination.

2. USE OF SERVICES

2.1 Subscription. Access to the Service is purchased as subscription for the term stated in the applicable Order Form and the applicable non-refundable fee will be charged by CJA to the company or other corporate entity designated by you in accordance with the payment method you have chosen for your purchase, in advance as an upfront annual payment. If you are paying by credit card, by designating a card to be billed you confirm that you are authorized to make such purchase and that you are the holder of such card (i.e. that the card is issued in your name).

Additional subscriptions for the Service (add-on licenses including additional user licenses) may be added during a subscription term, prorated for the portion of that subscription term remaining at the time the subscriptions are added and any added subscriptions will terminate on the same date as the underlying subscriptions. Upgrades to the subscriptions (by purchasing an upgraded edition of the Service) would extend the subscription term by a minimum of 12 months for the upgraded component as well as all the underlying related subscriptions.

We will make the Service available to you during the term of your subscription. You agree that your purchase of the Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any verbal or written public comments made by us with respect to future functionality or features.

You may give additional users access to the Service up to the number of permitted users specified in the applicable Order Form (“Users”). The Users may include you and your employees, consultants, contractors and agents. You must ensure that all Users comply with these Terms of Service and you are responsible for such compliance. If you exceed the number of Users permitted by your Service subscription or share user credentials for a single user with multiple individuals, you will be in breach of these Terms of Service and we will have the right to terminate or suspend your access to the Service or pursue any other remedy available to us.

2.2 Usage Limits. Provision of Service is subject to usage limits specified in Order Forms and related Documentation. If Customer exceeds a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Service promptly upon CJA’s request and/or pay any invoice for excess usage.

3. NON-CJA PRODUCTS AND SERVICES

3.1 Non-CJA Products and Services. CJA may make available (through extending its Service or by embedding within the Service) third-party products or services, including, for example, non-CJA Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-CJA provider, product or service is solely between Customer and the applicable non-CJA provider. CJA does not warrant or support non-CJA Applications or other non-CJA products or services, whether or not they are delivered or implemented by CJA or added on to the Service provided by CJA to extend its capabilities. CJA is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such non-CJA Application or its provider.

3.2 Integration with Non-CJA Applications or Services. The Service may contain features designed to interoperate with non-CJA Applications, Systems, Application Programming Interface (API) or Services. CJA cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a non-CJA Application, System, API or Service ceases to make their offering available for interoperation with the corresponding Service features in a manner acceptable to CJA.

3.3 Vendor or Partner Disruptions. For Services offered by CJA, that serve as integrations with or connectors to 3rd party systems from other vendors (for example, ERP / MRP system vendors, products by other software companies), CJA will not be responsible for the inability of the Service to perform as advertised due to disruptions, service terminations or denial of services, programming access or obsolescence or cancellation of APIs by the 3rd party vendor. In the event of the Service being rendered unusable due to such disruptions, CJA's liability will not exceed beyond refunding the pro-rated unused subscription fees paid in advance by the Customer. Any implementation fees for services delivered in the configuration, setup or implementation of the Service will not be refundable.

4. FEES AND PAYMENT

4.1 Fees. Customer will pay all fees specified in Order Forms. a) Payment obligations are non- cancelable and b) fees paid are non-refundable, and (c) quantities purchased cannot be decreased during the relevant subscription term.

4.2 Invoicing and Payment. Customer will provide CJA with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to CJA. If Customer provides credit card information to CJA, Customer authorizes CJA to charge such credit card for the Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) unless such renewal is canceled by the Customer ahead of the renewal date. Such charges shall be made in advance annually. If the Order Form specifies that payment will be by a method other than a credit card, CJA will invoice Customer in advance in accordance with the relevant Order Form. Invoiced fees are payable upon receipt. Customer is responsible for providing complete and accurate billing and contact information to CJA and notifying CJA of any changes to such information.

4.3 Overdue Charges. If any invoiced amount is not received by CJA by the due date, then without limiting CJA's rights or remedies, (a) those charges may accrue late interest at the rate of 2% of the outstanding balance per month.

4.4 Suspension of Service and Acceleration. If any charge owing by Customer for the Services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized CJA to charge to Customer's credit card), CJA may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, CJA will give Customer at least 10 days' prior notice that its account is overdue before suspending services to Customer.

4.5 Taxes. CJA's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If CJA has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, CJA will invoice Customer and Customer will pay that amount unless Customer provides CJA with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. LIMITATION OF LIABILITY

5.1 Limitation of Liability. In no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to these Terms of Service exceed the total amount paid by Customer and its Affiliates for the Service giving rise to the liability in the twelve months preceding the first incident out of which the liability arose.

5.2 Exclusion of Consequential and Related Damages. In no event will either party or its affiliates have any liability arising out of or related to these Terms of Service for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or its affiliates have been advised of the possibility of such damages or if a party's or its affiliates's remedy otherwise fails of its essential purpose.

6. TERM AND TERMINATION

6.1 Term of Agreement. Unless stated otherwise on the Order Form, these Terms of Service will become effective on the Effective Date and will remain effective until all subscriptions hereunder have expired.

6.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one year terms, unless either party gives the other notice (email acceptable) at least 5 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at CJA's applicable list price in effect at the time of the applicable renewal. Any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

6.3 Termination. You may cancel your subscription of the Service at any time, which termination shall have effect at the expiry of the then-current subscription period that you have already paid for (e.g. a year). CJA will not refund any remaining portion of subscription fees you have already paid for. CJA reserves the right to terminate these Terms of Service or suspend your subscription at any time in case of unauthorized, or suspected unauthorized use of the Service whether in contravention of this Agreement or otherwise. If CJA terminates these Terms of Service, or suspends your Service for any of the reasons set out in this section, then to the maximum extent permitted by law, CJA shall have no liability or responsibility to you, and will not refund any amounts that you have previously paid.

The applicable laws of Ontario, Canada shall exclusively govern any dispute without regard to choice or conflicts of law rules. The sole and exclusive venue for the resolution of any dispute shall lie in Ontario.