

# Salus Subscription Agreement (EULA)

This Subscription Agreement (“Agreement”) is between

**Salus Cloud Limited**

(“Salus”)

and

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the individual or entity signing or electronically accepting this Agreement, or any Order Form that references this Agreement

(“Customer”).

This Agreement is entered into on the earlier of, (a) Customer clicking “Agree” or “Yes” to the terms of this Agreement to gain initial access to, or use of, the Platform, (b) Salus and Customer agreeing to an Order Form referencing this Agreement, or (c) Customer is given access to the Platform (“Effective Date”).

- Individual signing on behalf of a company: If the individual accepting this agreement is accepting on behalf of an enterprise or other legal entity, such individual represents that they have the authority to bind such enterprise and its affiliates to these terms and conditions, in which case the term “customer” shall refer to such enterprise and its affiliates.
- Individual not authorized to sign on behalf of a company: If the individual accepting this agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this agreement and may not use the services or the Platform.
- Individual signing on behalf of individual but using company email: If the individual accepting this agreement is accepting this agreement on his or her own behalf but using an enterprise email address to do so, such individual acknowledges and agrees that use of such enterprise email address will establish a Salus account that will be associated with the applicable enterprise, and can and will be transferred entirely (both control and data/information within the account) to such enterprise upon such company’s request without notice or liability to the individual. As such, to ensure no loss of personal content, Salus strongly recommends establishing a Salus account tied to a personal email address.

## 1. DEFINITIONS

- 1.1. "Acceptance" of an Order Form shall occur at the earliest of the following: (a) execution of an Order Form, (b) reference to an Order Form Quote Number within a purchase order or similar document, or (c) the use of the Platform.
- 1.2. "Add-On User(s)" are additional Users in excess of those that have been purchased under a Subscription via an executed Order Form or web-portal purchase.
- 1.3. "Affiliate" means any entity(ies) controlling, controlled by, and/or under common control with a party hereto, where "control" means the ownership of more than 50% of the voting securities in such entity.
- 1.4. "Appendix" are inclusions in this Agreement that state the terms by which the Platform is offered to Customer. The Appendices shall be considered part of the Agreement.
- 1.5. "Channel Partner" is a reseller or distributor that is enabled and authorized to sell the Platform.
- 1.6. "Contractors" are defined as third parties that Customer has engaged to manage, or otherwise use the Platform, solely on behalf of Customer.
- 1.7. "Controlled Subject Matter" is the Platform or any software or anything related thereto or any direct product thereof, collectively.
- 1.8. "Customer Content" is all software, information, content and data provided by or on behalf of Customer or made available or otherwise distributed through the use of the Platform.
- 1.9. "Customer Records" collectively means books, records, contracts and accounts relating to the payments due to Salus under this Agreement.
- 1.10. "Customer Success Services" means adoption services which are provided as part of the Subscription, as set forth in Appendix 1. Customer Success Services include the collection of Operational Data (as further stated in Appendix 1). Customer Success Services are only available to Customers who are purchasing the Platform, and are not available on the Free Tier.
- 1.11. "Customer Support" means technical support of the Platform provided by Salus.
- 1.12. "Effective Price" means the actual price paid by Customer (List Price minus any applicable discount(s)) as set forth on an Order Form or as purchased via the Website.
- 1.13. "Embargoed Countries" refers collectively to countries to which the United States maintains an embargo.
- 1.14. "Enterprise" means the organization, company, corporation and/or other type of entity which procures the Platform to be used on its behalf pursuant to the terms of this Agreement.
- 1.15. "Fees" are those fees set forth within the Order Form, or, fees due immediately when purchasing via the web-portal.

- 1.16. “Free Tier” means a feature-limited version of the Platform provided to a Customer, User, end user, partner, or any other third party at no (or a greatly reduced cost) including but not limited to, the lowest tier offering of the Platform as made available by Salus.
- 1.17. “Individual” means a person who uses the Platform on their own behalf, and not an Enterprise.
- 1.18. “List Price” means the list price of the the Platform excluding (if applicable) any discount(s) set forth in an Order Form or as purchased via the Website.
- 1.19. “Order Form” is a transactional document agreed to between the parties which states the Platform and/or Additional Services being purchased, term of use, price, and other applicable transaction details. For the avoidance of doubt, the parties acknowledge and agree the terms and conditions stated within this Agreement and an executed Order Form shall govern with respect to all matters contemplated herein.
- 1.20. “Purchase Order” is a Customer’s processing document, or similar record, which is used by Customer to demonstrate internal approval and /or record of a purchase. Any terms stated within a Purchase Order shall be null and void and are expressly rejected by the parties.
- 1.21. “the Platform” means software, platforms, and other branded offerings made available by Salus or its Affiliate(s).
- 1.22. “Subscription” refers to the applicable services, support and function(s) of the Platform as provided. Subscriptions are provided in tiers as described in Appendix 1 and are based on the number of Users.
- 1.23. “Subscription Start Date” is, unless otherwise agreed to in writing, the start date, (i) stated on an Order Form, or, the date in which Customer is given access to the Platform (whichever is later), or (ii) as indicated via a Website transaction, regardless if such purchase is direct with Salus or via an Channel Partner.
- 1.24. “Subscription Term” shall begin on the Subscription Start Date and continue for the term agreed to in an Order Form or web-portal purchase.
- 1.25. “Additional Services” means additional capacity, functionality, storage and/or third party services that Customer may procure in addition to or which is necessarily consumed to use the Platform. Such Additional Services will be: (i) provided as a separate line item on the invoice to the Customer, and (ii) where possible, will be co-termed to the underlying Subscription Term if not purchased on the Subscription Start Date. For the avoidance of doubt, Additional Services are not part of the Platform, but rather, are provided in addition to the Platform and Additional Services shall be subject to the terms and conditions of this Agreement and the terms of service of the third party service provider where applicable.
- 1.26. “User(s)” is defined as the unique and single Individual, employee, Contractor, or other third party individual or machine authorized by Customer (in accordance with this Agreement) that requires the provision of a seat within the admin

platform, who are able to access the Platform purchased under a Subscription, regardless of whether the User actually accesses or the frequency with which they access the Platform. A User must be over the age of thirteen (13) years old.

- 1.27. “Website” means Salus’s website located at <https://www.salus.cloud/> and all subdomains, and all content, services, documentation provided on the Website.

## 2. SCOPE OF AGREEMENT

- 2.1 This Agreement establishes a framework that will enable Salus to provide Customer with the Platform. The Platform is provided as part of a Subscription as described in Appendix 1.

## 3. ORDERING PROCESS

- 3.1 This Agreement applies to the Platform that Customer licenses directly from Salus, or from a Channel Partner. For the avoidance of doubt, in the event that Customer purchases from a Channel Partner, Salus shall have no obligations to Customer with respect to any terms and conditions outside of this Agreement unless otherwise agreed to in writing between Customer and Salus.
- 3.2 Unless otherwise agreed to between Customer and Salus in writing, the terms of this Agreement shall govern any and all use of the Platform. Subscription to the Platform may take place by either:
- (i) *via* the Salus Website;
  - (ii) executing an Order Form with Salus or an Affiliate of Salus; or
  - (iii) executing an Order Form with a Channel Partner.
- 3.3 Notwithstanding the “warranty” and “indemnification” sections below, the free tier and trials (as stated in an order form or web-portal purchase) are provided “as-is” without any warranty and Salus shall have no indemnification obligations nor liability of any type with respect to such free offering unless such exclusion of liability is not enforceable under applicable law, in which case Salus’s liability with respect to such free offering shall not exceed \$1,000.00.

## 4. TERM AND TERMINATION

4.1 The Agreement commences on the Effective Date and continues until it is terminated in accordance with this Section 4.

4.2 A Subscription Term shall begin as of the Subscription Start Date and remain in effect for the term length indicated on the Order Form (the "Initial Term") and automatically renew on a monthly basis thereafter unless either party gives notice of its intention not to renew thirty (30) days prior to the expiration of the current Subscription Term. Customer shall have the right to opt-out of such renewal, from within the Platform, commencing upon the Subscription Start Date until thirty (30) days prior to the expiration of the Subscription Term.

4.3 Either party may terminate this Agreement and any Order Form executed between the parties if:

(a) the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after written notice; or

(b) 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.

4.4 Salus may (at its sole discretion) suspend delivering Subscriptions if Customer breaches the terms of Section 6 (Payment of Fees) until the breach is remedied.

4.5 Unless otherwise stated herein, termination of this Agreement shall not affect any Subscriptions currently being delivered and this Agreement shall remain in full force and effect until the expiration of the then-current Subscription Term. In the event this Agreement is terminated by Customer in accordance with Section 4.3, Salus will refund Customer any prepaid Fees for the prorated portion of unused Subscription Term. If this Agreement is terminated by Salus in accordance with this Section 4, Customer will pay (if applicable) any unpaid Fees covering the remainder of the Subscription Term of all Order Forms, to the extent permitted by applicable law. For the avoidance of doubt, in no event will termination relieve the Customer of its obligation to pay any Fees payable to Salus for the period prior to the effective date of termination. The terms and conditions of this Agreement will apply to any Renewal Term(s) provided that, absent an Effective Price as set forth in an Order Form, Website purchase or other written agreement between the Parties, Salus's then-current List Price will apply with regard to any such Renewal Term(s). Salus reserves the right to increase fees for any Renewal Term(s) with respect to its products and services, including the Platform and Additional Services.

## 5. RESTRICTIONS AND RESPONSIBILITIES

5.1 Customer will not, and will not permit any third party to (not otherwise defined as a User):

- (a) use the Platform for any purpose other than as specifically authorized in this Agreement;
- (b) use the Platform in such a manner that would enable any third party to access the Platform;
- (c) for any purpose other than its and its Affiliates' own internal use;
- (d) use the Platform other than in compliance with all applicable laws and regulations;
- (e) use the Platform in any manner that:
  - (i) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, or libelous (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any User authentication or security process);
  - (ii) impersonates any person or entity, including without limitation any employee or representative of Salus;
  - (iii) includes content which is illegal or violates the Salus Community Code of Conduct, or
  - (iv) contains a virus, trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, and/or encryption circumvention programs); and
- (f) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Platform or access it to:
  - (i) build a competitive product or service
  - (ii) build a product or service using similar ideas, features, functions or graphics of the Platform
  - (iii) copy any ideas, features, functions or graphics of the Platform, or
  - (iv) determine whether the Platform is within the scope of any patent.

5.2 Nothing in this Agreement shall prohibit Customer from using the Platform for benchmark testing or comparative analysis. That notwithstanding, Customer may not use the Platform for benchmarking that does not comply with 3rd party vendor agreements, applicable data privacy and security laws and shall have appropriate technological, administrative, and physical controls in place to ensure such compliance.

5.3 In addition to the obligations set forth in Section 5.4, and subject to the rights set forth in Section 5.7, Customer shall ensure the collection of data as required in order to use the Platform (“Subscription Data”) shall remain unchanged.

5.4 In accordance with this Agreement, Salus has the right to verify electronically (or otherwise), and generate reports related to Customer’s installation of, access to, and use of the Platform to ensure compliance with the terms of this Agreement. Customer shall maintain Customer Records during the term of this Agreement and for two (2) years thereafter. Salus may, upon thirty (30) days’ prior written notice to Customer and during Customer’s normal business hours and subject to industry-standard confidentiality obligations, hire an independent third-party auditor to audit the Customer Records only to verify the amounts payable under this Agreement with respect to Customer usage of the Platform. If an audit reveals underpayment, Customer shall promptly pay the deficiency to Salus plus late fees pursuant to Section 6. Salus shall bear the cost of an audit unless the audit reveals underpayment by more than 5% for the audited period, in which case Customer shall promptly pay Salus for the reasonable costs of the audit.

5.5 Customer will be responsible for:

(a) maintaining the security of Customer’s account, passwords (including, but not limited to, administrative and User passwords) and files, and for all uses of Customer account with or without Customer’s knowledge or consent; and

(b) any acts or omissions carried out by Contractors on Customer’s behalf. Customer shall ensure that Contractors are subject to terms no less stringent than those stated herein.

5.6 Subject to this Agreement and the applicable Order Form, Salus will provide Customer Support to Customer for the Subscriptions, during the Subscription Term, at no additional cost. Details regarding Customer Support can be found in Appendix 1, as updated from time to time.

5.7 Customer acknowledges and agrees that:

(a) Account names are administered by Salus on a “first come, first serve” basis;

(b) Intentional name squatting, or purchasing, soliciting, or selling of an account name is prohibited; and

(c) Salus reserves the right to remove, rename, or close inactive accounts at its discretion.

## 6. PAYMENT OF FEES

### Monthly Contracts

- 6.1 With respect to subscriptions directly from Salus, all web-portal subscription fees shall be due and payable immediately.
- 6.2 With respect to purchases direct from Salus, the Order Form shall: (i) reference this Agreement; (ii) state the Subscription Term(s) and Subscription(s) that are being purchased; and (iii) state the Fees due for the applicable Subscription(s).
- 6.3 With respect to purchases direct from Salus, such Order Form is hereby incorporated into this Agreement by reference. The parties hereby agree to the terms and conditions stated within this Agreement and those found within an Order Form to the exclusion of all other terms. The parties agree that all terms stated within a Purchase Order, or other similar document, shall be null and void and are expressly rejected.
- 6.4 With respect to purchases direct from Salus, Customer will pay Salus the applicable Fees, including those for Additional Services, without any right of set-off or deduction. All payments will be made in accordance with the payment details stated within the applicable Order Form or monthly invoice. In scenarios where a subscription is not procured through the online portal and for Additional Services that are billed for on a monthly basis (i) Salus will invoice Customer for the Fees upon the Acceptance of an Order Form and monthly thereafter where applicable; and (ii) all Fees will be due and payable within thirty (30) days of Customer's receipt of an invoice. Except as expressly set forth in this Agreement, all Fees paid or due hereunder (including prepaid amounts) are non-refundable, and no credit will be due, including without limitation if this Agreement is terminated in accordance with Section 4 herein.

### Commitment contracts (12 months or longer)

- 6.5 In the case of commitment contracts of 12 months or longer, Customer may, subject to this Agreement, activate and onboard additional Users, but may not reduce the number of users on annual contracts. For the avoidance of doubt, Customer shall not have the right to report less than the number of Users originally purchased under the commitment agreement, and all Add-On Users shall be co-termed to the underlying Commitment Term.
- 6.6 During the Subscription Term, Salus will invoice Customer monthly on a prorated basis for the remaining portion of the Subscription Term, with respect to the Add-On User(s) activated and/or used during the preceding month. If Customer renews its subscription, such renewal of the Platform shall be for either:
- (a) the amount agreed to between Customer and Salus in an Order Form; or



(b) the number of active Users present in the Salus Subscription as of the day of Customer's renewal.

#### Default

6.8 Any unpaid Fees are subject to a finance charge of ten percent (10%) calculated monthly, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of any and all taxes or duties, now or hereafter imposed by any governmental authority, including, but not limited to any national, state or provincial tax, sales tax, value-added tax, property, withholding and similar taxes, if any. Fees under this Agreement shall be paid without any withholding or deduction. In the case of any deduction or withholding requirements, Customer will pay any required withholding itself and will not reduce the amount to be paid to Salus on account thereof.

## **7. CONFIDENTIALITY**

7.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Confidential Information"). Such Confidential Information shall be either: (i) identified as confidential at the time of disclosure; or (ii) the nature of such information and/or the manner of disclosure are such that a reasonable person would understand it to be confidential. Without limiting the foregoing, and subject to applicable open source license(s), the Platform is considered Salus Confidential Information.

7.2 The Receiving Party agrees: (i) not to divulge to any third person any such Confidential Information; (ii) to give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement; and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own confidential information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information.

7.3 The Disclosing Party agrees that Section 7.2 will not apply with respect to any information for which the Receiving Party can document: (i) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; or (ii) was in its possession or known by it prior to receipt from the Disclosing Party; or (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

- 7.4 The parties' obligations with respect to the protection of Confidential Information shall remain in force for a period three (3) years following the receipt of such Confidential Information and shall survive any termination or expiration of this Agreement.
- 7.5 Nothing in this Agreement will prevent the Receiving Party from disclosing Confidential Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party, when legally possible, reasonable prior notice of such disclosure to allow the Disclosing Party to contest such order.
- 7.6 Each party acknowledges and agrees that the other may suffer irreparable damage in the event of a breach of the terms of this Section 7 and that such party will be entitled to seek injunctive relief (without the necessity of posting a bond) in the event of any such breach.
- 7.7 Both parties will have the right to disclose Confidential Information in connection with: (i) a required filing to a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order), or (ii) disclosures made to potential investors or acquirers, provided that at all times the Confidential Information shall be protected in a manner no less stringent as set forth in this Section 7.
- 7.8 Salus may collect data with respect to, and report on the aggregate response rate and other aggregate measures of, the Platform performance and Customer's usage of the Platform. Notwithstanding the foregoing, Salus will not identify Customer to any third party as the source of any such data without Customer's prior written consent.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 Subject to the terms and conditions of this Agreement, Salus hereby grants to Customer and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable license for Customer's and its Affiliates' Users to use the Platform at the tier level selected by Customer, or as set forth in an Order Form, solely for: (i) its internal use in connection with the Customer's primary business; and (ii) the number of Users for which Customer has paid Salus.
- 8.2 Except as expressly set forth herein, Salus (and its licensors, where applicable) will retain all intellectual property rights relating to the Platform and any suggestions, ideas, enhancement requests, feedback, or other recommendations provided by Customer, its Affiliates, Users or any third party relating to the Platform (herein referred to as "Feedback Materials"), which are hereby assigned to Salus. For the avoidance of doubt, Feedback Materials shall not include Customer Confidential Information or intellectual property owned by Customer. This Agreement does not constitute a sale of the Platform and does not convey to Customer any rights of ownership in or related to the Platform or any other intellectual property rights.

- 8.3 Customer shall not remove, alter or obscure any of Salus' (or its licensors') copyright notices, proprietary legends, trademark or service mark attributions, patent markings or other indicia of Salus' (or its licensors') ownership or contribution from the Platform.
- 8.4 Customer represents it shall be responsible for, and retain all right, title, and interest in and to, Customer Content, subject to a limited license to Salus necessary for Salus' provision of the Platform as contemplated hereunder.
- 8.5 Customer grants to Salus the right to use Customer's company name and logo in marketing and promotional materials, including earnings releases and calls, subject to Customer's brand and trademark guidelines as provided to Salus from time to time.

## **9. WARRANTY**

9.1 During the Subscription Term, Salus represents and warrants that:

- (a) it has the authority to enter into this Agreement,
- (b) the Platform shall be provided in a professional and workmanlike manner by qualified personnel; and
- (c) it will use commercial industry standard methods designed to ensure the Platform provided to Customer does not include any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or User data.

9.2 If at any time Salus fails to comply with the warranties in this Section 9, Customer may promptly notify Salus in writing of any such noncompliance. Salus will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable plan for correcting the non-compliance is not established during such period, Customer may terminate this Agreement and receive a prorated refund for the unused portion of the Subscription Term as its sole and exclusive remedy for such noncompliance.

9.3 Except as specifically set forth in this agreement, the platform, additional services and confidential information and anything provided in connection with this agreement are provided "as-is," without any warranties of any kind. Salus and its licensors hereby disclaim all warranties, express or implied, including, without limitation, all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

## 10. INDEMNIFICATION

10.1 Salus will defend Customer from any claim, demand, suit or proceeding made or brought against Customer by a third party alleging the Platform (excluding the Free Tier as set forth in Section 3.3) provided by Salus infringes or misappropriates such third party's patent or copyright (a "Customer Claim"). Salus will indemnify and hold Customer harmless from any damages, reasonable attorneys' fees and costs finally awarded against Customer as a result of a Customer Claim, or for amounts paid by Customer under a settlement approved (in writing) by Salus, provided Customer:

- (a) promptly notifies Salus in writing of the Customer Claim;
- (b) gives Salus all reasonable assistance at Salus Cloud's expense; and
- (c) gives Salus sole control over defense and settlement thereof except that Salus may not settle any Customer Claim unless it unconditionally releases Customer of all liability.

The foregoing obligations do not apply if:

- (a) the Customer Claim arises from the Platform or any part thereof that is modified by Customer, or at Customer's direction, after delivery by Salus;
- (b) the Customer Claim arises from the use or combination of the Platform or any part thereof with other products, processes or materials not provided by Salus where the alleged infringement relates to such combination;
- (c) Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement;
- (d) the Customer Claim arises from software not created by Salus, or
- (e) the Customer Claim results from Customer's breach of this Agreement and/or applicable Order Forms.

Notwithstanding the foregoing, in the event of a Customer Claim, Salus, at its discretion, option and expense, reserves the rights to:

- (a) modify the Platform to make it non-infringing provided there is no material loss of functionality;
- (b) settle such claim by procuring the right for Customer to continue using the Platform; or
- (c) if in Salus's reasonable opinion neither (a) or (b) are commercially feasible, terminate the license to the Platform and refund a pro-rata portion of the amount paid by Customer for the unused portion of the Subscription Term.

10.2 Customer will defend Salus and its Affiliates against any claim, demand, suit or proceeding made or brought against Salus by a third party alleging:

(a) that any Customer Content or Customer's use of Customer Content with the Platform or any software (or combination of software) provided by Customer and used with the Platform, infringes or misappropriates such third party's intellectual property rights, or

(b) arising from Customer's use of the Platform in an unlawful manner or in violation of the Agreement, the applicable documentation, or Order Form (each a "Salus Claim").

Customer will indemnify Salus from any damages, reasonable attorneys' fees and costs finally awarded against Salus as a result of, or for any amounts paid by Salus under a settlement approved (in writing) by Customer of a Salus Claim, provided Salus:

(a) promptly gives Customer written notice of the Salus Claim,

(b) gives Customer sole control of the defense and settlement of the Salus Claim (except that Customer may not settle any Salus Claim unless it unconditionally releases Salus of all liability), and

(c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Salus Claim arises from Salus' breach of this Agreement and/or applicable Order Form.

10.3 This Section 10 (Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against the other party for any third-party claim described in this section.

## 11. LIMITATION OF LIABILITY

11.1 To the maximum extent permitted by applicable law, in no event will either party or their licensors be liable for any indirect, punitive, incidental, special, consequential damages, loss of revenue, anticipated profits, lost business or lost sales, whether based in contract, tort (including negligence), strict liability, or otherwise, even if such party has been advised of the possibility of damages.

11.2 To the maximum extent permitted by applicable law, the total liability of each party and its affiliates and licensors arising out of or related to this agreement, whether based in contract, tort (including negligence or strict liability), or otherwise, will not exceed, in the aggregate, the total amount paid by customer or its affiliates hereunder in the one year period preceding the first incident out of which the liability arose. The foregoing limitations will apply notwithstanding any failure of essential purpose of any limited remedy, but will not limit customer's or its affiliates' payment obligations under the "payment of fees" section above.

## 13. FORCE MAJEURE

13.1 Salus and Customer will not be liable for any default or delay in the performance of their respective non-monetary obligations, to the extent that such default or delay is caused, directly or indirectly, by fire, flood, earthquake, explosions, elements of nature, acts of God, acts or regulations of government bodies, nuclear, chemical or biological contamination, court orders arising out of circumstances other than a breach of this Agreement by the Non-performing Party (as defined below), acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or labor difficulties, epidemics or by any other event or circumstance that is beyond the reasonable control of Salus or Customer. The party that is unable to perform shall be referred to as the “Non-performing Party”. Such an event or circumstance giving rise to the default or delay is hereby referred to as a “Force Majeure Event”.

13.2 The Non-performing Party will be excused from any further performance of the non-monetary obligations affected by such Force Majeure Event for as long as such Force Majeure Event continues and the Non-performing Party continues to use commercially reasonable efforts to resume performance.

13.3 Except as expressly excused in this Section 13, each party will continue to perform its respective obligations under this Agreement during a Force Majeure Event.

## 14. SECURITY / DATA PROTECTION

14.1 Without limiting Salus’s obligations as stated in Section 7 (Confidentiality), Salus shall be responsible for establishing and maintaining a commercially reasonable information security program that is designed to:

- (a) ensure the security and confidentiality of the Customer Content;
- (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Content;
- (c) protect against unauthorized access to, or use of, the Customer Content; and
- (d) ensure that all subcontractors of Salus, if any, comply with all of the foregoing.

In no case shall the safeguards of Salus’ information security program be less stringent than the information security safeguards used by Salus to protect its own commercially sensitive data. Customer shall use commercially reasonable security and anti-virus measures when accessing and using the Platform and to prevent unauthorized access to, or use of the Platform, and notify Salus promptly of any such unauthorized access or use of which it becomes aware.

14.2 With respect to the protection of information, the Salus Privacy Policy located [here](#), shall apply. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Salus, the Standard Contractual Clauses shall apply. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses.

14.3 The parties acknowledge and agree that:

- (a) the Platform is not designed for the purpose(s) of storing, processing, compiling or transmitting Sensitive Data (as defined herein), and
- (b) Customer shall not use the Platform, or otherwise provide to Salus without prior written consent, Sensitive Data under this Agreement.

14.4 To the extent Customer has Users located in the People's Republic of China, Customer represents and warrants that it has complied with all requirements of a "personal information processor," as that term is defined under the Personal Information and Protection Law of the People's Republic of China ("PIPL"). This includes the requirement to provide adequate notice and obtain all necessary consents from relevant Users prior to the overseas transfer and processing of Personal Data by Salus, as well as onward transfers and processing by Salus's third-party subprocessors. In addition, Customer warrants, where required, that it will not transfer Personal Data without a security assessment, as described in PIPL, from the Cyberspace Administration of China. Nothing in this section limits Salus or Customer's obligations under the DPA.

## 15. MISCELLANEOUS

15.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

15.2 This Agreement is not assignable, transferable or sublicensable by either party without the other party's prior written consent, not to be unreasonably withheld or delayed; provided that either party may transfer and/or assign this Agreement to a successor in the event of a sale of all, or substantially all, of its business or assets to which this Agreement relates.

15.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this

Agreement. All waivers and modifications must be in a writing signed or otherwise agreed to by each party, except as otherwise provided herein.

- 15.4 No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever.
- 15.5 In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 15.6 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. Any notices to Salus shall also include a copy to [legal@salus.cloud](mailto:legal@salus.cloud).
- 15.7 In addition to any rights that accrued prior to termination, the provisions of Sections 3.3, and 5 through 15 shall survive any termination of this Agreement.
- 15.8 This Agreement will be governed by the laws of England without regard to its conflict of laws provisions. The courts of England will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement.



## APPENDIX 1: Salus Subscriptions

Fees for the Subscriptions are based upon the number of Users and the applicable level of support and/or functionality of the Platform, as set forth in the table below. In the event Customer does not reasonably comply with written specifications or instructions from Salus's service engineers, regarding any support issue or request (including without limitation, failure to make backups of Customer Content or versions of the Platform) (each, a "Support Issue"), Salus may cease its support obligations to Customer with respect to such Support Issue upon fifteen (15) days written notice and Customer's inability to cure such noncompliance within the notice period.

### SUBSCRIPTIONS AND LEVELS OF SUPPORT

	Free	Developer	Team	Business	Enterprise
<b>Description</b>	Ideal for individual developers, hobbyists, or small teams who want to explore the platform's capabilities and benefits without any financial commitment	Aimed at individuals, or very small teams, looking for the tools to manage their software operations effectively	Aimed at small start-ups and individual developers who require essential tools for managing their software operations effectively	Designed for expanding start-ups and small to medium-sized businesses that require additional features and scalability	Customised solutions tailored to your specific requirements, along with dedicated infrastructure and advanced security features. Enterprise support
<b>Pricing (payable in local currency)</b>	\$0	\$29	\$99	\$299	Contact Us
<b>Limitations</b>	Up to a maximum of 2 users Up to a maximum of 2 projects	Unlimited Projects Subscriptions Stackable Single account - Paid per user option	5 user accounts Unlimited projects	Unlimited Users Unlimited Projects	Unlimited Users Unlimited Projects
<b>Additional User Price</b>	N/A	N/A	\$22 per additional user	N/A	N/A
<b>Support</b>	Community Support (docs, tutorials, videos, etc)	Business Hour Support with SLA	Business Hour Support with SLA	24/7 Support with robust SLA	Enterprise level, 24/7 Support with SLA



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				Technical Account Manager (coming soon)	Technical Account Manager (coming soon)
		1 month Free Trial	1 month Free Trial	1 month Free Trial	N/A

\* Excludes cloud costs.

\*\*Note: Subscription names are subject to change, however, the applicable Subscription for that Tier shall remain the same during a Subscription Term.

## **APPENDIX 2: Service Levels**

With respect to Customer's purchase and/or use of the SaaS Software , the following additional terms shall apply.

### **SERVICE AVAILABILITY**

Provider will use commercially reasonable efforts to ensure that the Service Availability is at least 99.9% per calendar month.

### **RESILIENCY**

Salus will implement measures to enhance the resiliency and fault tolerance of the Platform. These measures may include redundancy, failover systems, and disaster recovery procedures.

### **BACKUPS**

Provider will regularly backup Customer data as per the data retention and backup policies. Customers are responsible for maintaining their own backups of data stored on the Platform.

### **MONITORING AND INCIDENT RESPONSE**

Salus will actively monitor the Platform for performance issues and security threats. In the event of any incidents, including security breaches or service disruptions, Salus will follow its incident response procedures to minimize the impact and notify affected Customers as required by law.

### **UPDATES AND UPGRADES**

Salus will release updates and upgrades to the Platform as deemed necessary for performance, security, and feature enhancements. Salus will make reasonable efforts to notify Customers in advance of major updates or upgrades that may require brief periods of Scheduled Downtime.

### **SCHEDULED DOWNTIME**

Salus will occasionally perform scheduled system maintenance which requires limits to the use of part or all of the Platform features, or significantly reduces features and functions during the scheduled system maintenance period. Salus will provide a minimum of 48hrs notice for all scheduled system maintenance activities. Salus will take a proactive approach to minimizing the need for such maintenance and will limit scheduled system maintenance to less than 4 hours per calendar month. Notwithstanding the foregoing, in the event of emergency or urgent issue which may negatively impact Salus's customers, Salus has the right to carry out unscheduled maintenance to remedy such instance(s). For the avoidance

of doubt, such unscheduled maintenance shall: (i) be limited to only those issues which may negatively impact customers; and (ii) will be carried out in such a manner to provide for the least amount of disruption to customers.

Scheduled Downtime will not count towards Unscheduled Downtime or affect the calculation of Service Availability.

## **SUSPENSION OF SERVICE**

Salus reserves the right to suspend service if: (i) Customer fails to comply with the Agreement and this Appendix, (ii) Customer exceeds set application limits, or (iii) requests or usage deemed malicious in nature is identified to be sourced from Customer accounts, personnel, or systems.

## **EXCLUSIONS**

The following events or circumstances shall be excluded from the calculation of Unscheduled Downtime and Service Availability:

- Any downtime or unavailability caused by actions or omissions of Customer or third-party systems.
- Force majeure events, including natural disasters, acts of terrorism, and other events beyond Salus's control.
- Internet connectivity issues outside of Salus's data centers.
- Downtime or unavailability due to outages of the underlying public cloud systems.