SUBSCRIPTION AGREEMENT FOR ERPJS SERVICES

No. Mar_18_2020_v00

IMPORTANT - PLEASE READ THIS CAREFULLY
THE USE OF ERPJS SERVICES IS SUBJECT TO RECURRING MONTHLY PAYMENTS

This Subscription Agreement for ERPJS Services ("the Agreement") is a legal agreement between you as a sole trader, company or organisation ("the Subscriber") and ERPJS distributor who is providing the ERPJS Services (hereinafter "ERPJS") in respect of the ERPJS services rendered through the respective computer system and allowing the Subscriber to use certain functions, allowing the Subscriber to store and process Subscriber's data and other ERPJS Software related services ("the Services"). The use of Services requires the Subscriber to have a valid End-User Licence Agreement for ERPJS Software allowing the Subscriber to access and use the Services for processing of Subscriber's data and receive other Services as defined herein.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY ANY OTHER SIMILAR MEANS IN THE SERVICES INTERFACE OR AT OUR WEBSITE WHICH REFERENCES THIS AGREEMENT OR BY DOWNLOADING OR STARTING THE USE OF THE SERVICES, OR BY TAKING ANY AFFIRMATIVE ACTIONS SUCH AS BUT NOT LIMITED TO PAYING THE SUBSCRIPTION FEE FOR THE SERVICES YOU AGREE TO THE TERMS OF THIS AGREEMENT.

1. Commencement

1.1 This Agreement comes into force from the moment you accept the agreement as described above or the Services are used for the first time, whichever is earlier.

2. Definitions

2.1 Documentation

Shall mean all and any electronic and written aids and descriptions developed by ERPJS in relation to the Services, for which the Subscriber has paid a Subscription Fee for the right of use of such Services from time to time, and any descriptions developed by ERPJS in relation to the Services or the Software used to provide access to the Services.

2.2 Internal Users

Shall mean employees or contractual workers for the Subscriber or for Sub-Subscriber which have been authorized by the Subscriber to use the Services in their work for the Subscriber or for Sub-Subscriber, and for which the Subscriber has paid the respective Subscription fee for the right of use of the Services.

2.3 The Agreement

Shall mean this Subscription Agreement for the ERPJS Services.

2.4 Subscription Fee

Shall mean the initial and/or periodical, normally 30 days subscription fee that the Subscriber is required to pay for the right to use the Services.

The Subscription Fee is payable in advance for the next subscription period, normally 30 days, unless otherwise stated in the Services pack description

2.5 Remote Support

Shall mean remote support regarding the Services (e.g. telephone support) that ERPJS or ERPJS partner provides.

2.6 Software

Shall mean the ERPJS Software the right of use of which the User acquired under the End-User Licence Agreement for ERPJS Software and which is used to access the Services.

2.7 Services pack description

Shall mean the basic description of the different Services which provide access to and/or enable different data processing functions, modules and/or number of Users entitled to use the Services included in the Service pack which ERPJS makes available for subscription. The Service pack description is normally published at the ERPJS web site as a part of ERPJS Services prevailing Price List or separately, in the interface making the Services available to use or in the third party's environment which is being used for the distribution of the Services. Services pack description shall not be considered as the legally binding specification of the Services and functions.

2.8 Sub-Subscribers

Shall mean all third parties for which the Subscriber has acquired and paid for the right of use of certain Services. Such third parties are persons who or entities which are not Internal Users (such as, but not limited to, the Subscriber's affiliates, partners, customers and suppliers).

2.9 System

Shall mean the Services, software environment and interface making the Services available to use, including but not limited to ERPJS Software providing the access to the Services and functions, together with hardware, third party software and most importantly the Subscriber's data and the Subscriber's unique settings.

2.10 Updates

Shall mean new versions of the Services which ERPJS may from time to time release and/or make available for subscription.

2.11 Use of the Services

Shall mean any and all means of the activities and/or interactions with the System such as, but not limited to, downloading, installing, opening, viewing, testing, copying the related Software and Services interface, entering data into the Services environment, entering and/or processing real data.

3. Scope of the Services

3.1 Free Trial

3.1.1 Upon registration for a free trial, if such free trial of the Services is provided, ERPJS may make some of the Services either in full or in part available to the Subscriber on a trial basis free of charge until the earlier of (a) the end of the free trial period specified in the Services Pack description or ERPJS web page for which the Subscriber is registered or is registering to use the applicable Services or (b) the start date of subscription to the Services. Additional trial terms and conditions may appear on the trial registration web page or in the Services pack description. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Terms and conditions of this Agreement with special conditions stated in Clause 3.1 apply also during the trial period.

ANY DATA THE SUBSCRIBER ENTERS INTO THE SYSTEM, AND ANY CUSTOMIZATIONS MADE TO THE SYSTEM BY OR FOR THE SUBSCRIBER, DURING USER'S FREE TRIAL PERIOD WILL BE PERMANENTLY LOST UNLESS THE SUBSCRIBER SUBSCRIBES TO THE SAME SERVICES AS THAT COVERED BY THE TRIAL, SUBSCRIBES TO THE UPGRADED SERVICES, OR EXPORT SUCH DATA FROM THE SYSTEM, BEFORE THE END OF THE TRIAL PERIOD. THE SUBSCRIBER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SYSTEM THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL; THEREFORE, IF THE SUBSCRIBER SUBSCRIBES TO THE SERVICES THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, THE SUBSCRIBER MUST EXPORT IT'S DATA FROM THE SYSTEM BEFORE THE END OF THE TRIAL PERIOD OR IT'S DATA WILL BE PERMANENTLY LOST.

DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY.

The Subscriber shall review any available Documentation (e.g. manuals, training materials, demos etc) as well as test the Services and the System during the trial period so that the Subscriber becomes familiar with the features and functions provided as well as finds it appropriate for itself and becomes familiar with the applicable fees and evaluates its material situation before the Subscriber starts the subscription to the Services. Should the Subscriber find the available Documentation, Services Pack description(s) not enough or the Free Trial Period not long enough for making a decision either the Services fit the purpose of the Subscriber and meet it's expectations, or to become fully familiar with the features and functions of the Services or to find out that applicable fees and terms are appropriate for the Subscriber, the Subscriber must not subscribe to the Services.

3.2 Right to use the Services

3.2.1 Upon subscription to the Services, ERPJS grants to the Subscriber a non-assignable, non-transferable and non-exclusive possibility (right) to access and use the Services in the configuration agreed between the Subscriber and ERPJS and/or stated in the Services pack description subject to the applicable Subscription Fee being paid for and the Subscriber fulfils its obligations under the present Agreement. The granted right to use the Services is only for a limited term of 30 days basis unless otherwise specifically agreed between ERPJS and the Subscriber. The subscription term is renewing automatically for additional periods equal to the expiring term, unless terminated as provided herein. For the purposes of convenience and ease of understanding, 30 days subscription by the Subscriber may also be referred to as "Subscription for the Services".

3.2.2 ERPJS reserves all rights not expressly granted to the Subscriber in this Agreement.

3.3 Subscription Fee and Payments

3.3.1 The Subscriber shall pay the Subscription Fee for the use of the Services and/or different types of the Services packs which the Subscriber is subscribed to in advance for the next subscription period and the amount of the Subscription Fee. The Subscription Fee is based on the Services and/or Services pack the Subscriber is subscribed to and not actual usage. Payment obligations are noncancellable and fees paid are non-refundable. The number of users and/or the Services pack configuration the Subscriber is subscribed to cannot be decreased/downgraded during the relevant monthly subscription term. Subscription fee is based on 30 days periods that begin on the subscription start date and each 30 days anniversary thereof; therefore, Subscription Fee for additional users and/or additional Services added during a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

3.3.2 ERPJS is entitled to unilaterally change the prevailing Price list and/or Services pack description by putting notification of such change at ERPJS website or in the third party's environment which is being used for the distribution of the Services at least one month prior to such change. If ERPJS exercises this right, the Subscriber has the right to terminate this Agreement with immediate effect and to ask for a reimbursement of any Subscription Fee paid in advance for the period exceeding 1 (one) 30 days periods from the date of such termination. The Previous subscription fee may be adjusted annually by ERPJS in accordance with the Consumer Price Index change in the territory where the Subscriber is registered and/or uses the Services.

3.3.3 The Subscriber's right to use the Services is suspended if the Subscriber has not duly fulfilled the payment terms for the Subscription Fee. ERPJS will use its best efforts to keep the Subscriber's Services configuration and database available to be used again during 30 (thirty) days after the Subscription Fee is overdue subject to the Subscription Fee payment obligation is fulfilled.

3.3.4 Unless otherwise stated, ERPJS fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). The Subscriber is responsible for paying all Taxes associated with any payments/ subscriptions hereunder. Should ERPJS have the legal obligation to pay or collect Taxes for which the Subscriber is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by the Subscriber, unless the Subscriber provides ERPJS with a valid tax exemption certificate authorised by the appropriate taxing authority. For clarity, ERPJS is solely responsible for taxes assessable against it based on ERPJS income, property and employees in the Territory of it's registration. In case the Territory of registration of ERPJS and the Subscriber are different the Subscriber is solely responsible for any Taxes associated with any payments/subscriptions hereunder which are assessable by any local, state, provincial, federal or foreign jurisdiction of the Subscriber.

3.3.5 The Subscription Fee unless otherwise specifically stipulated in the Services pack description or ERPJS prevailing Price list does not include inter alia the following: (i) Original installation or installation of

updates of the Software, System, and/or services; (ii) Remote Support; (iii) Consultations about the Software and Services; (iv) Assistance with problems caused by hardware or other software; (v) Restoring of lost data; (vi) Education and seminars; (vii) any other services not expressly stated in the respective Services pack description or ERPJS prevailing Price for the Services the Subscriber is subscribed to.

3.4 Users and configuration

3.4.1 The Subscriber is granted the right to use the Services for the number of users and in configuration described in the Services Pack description or ERPJS's prevailing Price List for which the Subscriber is subscribed for and duly paying the Subscription Fee for.The Subscription Fee is subject to the ERPJS prevailing Price list, Services pack configuration and Services pack description, and the terms of the present Agreement.

3.4.2 The Subscriber and the Sub-Subscriber shall be jointly and severally liable for the fulfilment of the terms and conditions of this Agreement by the Sub-Subscriber, including the Internal Users of the Sub-Subscriber.

3.5 Functions

3.5.1 The Services provided and the functions made available to the Subscriber under this Agreement are standard services provided "as is" and with all faults, and it shall be the responsibility of the Subscriber alone to ensure that the Services and the functions available by using the Services fulfil the User's requirements.

3.5.2 ERPJS is entitled to revoke the right to use certain Services, if ERPJS at its sole discretion finds security problems in this (these) version(s) of the Services or ERPJS finds the cost of maintaining this (these) Services or Pack of Services unreasonably high. In such cases ERPJS shall not be obliged to give any detailed explanations nor any notice period to the Subscriber. If ERPJS exercises this right, the Subscriber has the right to terminate this Agreement with immediate effect and to ask for a reimbursement of any Subscription Fee paid in advance for the period exceeding 1 (one) 30 days period from the date of such termination. Initial Subscription Fee is noncancellable and not reimbursable.

3.5.3 During the time of validity of this Agreement ERPJS can, in its sole discretion, update or modify the Services or Services packs by adding functions or taking away functions available for Subscribers of certain Services, correcting errors in the functions available through the use of Services and in the Software used for providing the Services, etc. In case ERPJS exercises the right to take away certain functions and these functions are essential the Subscriber has the right to terminate this Agreement with immediate effect and to ask for a reimbursement of any Subscription Fee paid in advance for the period exceeding 1 (one) 30 days period from the date of such termination.

3.5.6 ERPJS makes the best effort to document the basic functions available for the users of Services in the online Documentation and/ or in printed material. ERPJS shall make no representation that this Documentation is complete or correct.

3.6 Communication Functionality

3.6.1 In case the Services make a communication (e.g. telephony, voice communication, video communication, written electronic communication) function available to the Subscriber ERPJS does not guarantee that the Subscriber can communicate without disruptions, delays or communication-related flaws. ERPJS shall not be liable for any such disruptions, delays or other omissions in any communication experienced when using the Services.

3.6.2 The Subscriber acknowledges and understands that the content of the communication spread by the use of the Services is entirely the responsibility of the person and/or entity from whom such content originated. ERPJS is not liable for any type of communication spread by means of using the Services. The Subscriber is obliged to comply with any applicable laws concerning inter alia mass electronic mailing, auto-dial and similar and ERPJS is not liable for any violations of applicable laws the Subscriber may commit. In case the Subscriber violates this obligation it will indemnify ERPJS against all and any claims resulting from such actions of the Subscriber, it's employees, directors and agents.

3.7 External Components: Hardware and Third Party Software

3.7.1 In order to ensure that the Services made available to the Subscriber are capable of certain functions, the Subscriber needs appropriate and working computer equipment, compatible and functioning operating system and correctly installed required language support. Certain functions and Services require special third party software and hardware. It is the Subscriber's responsibility to ensure that it has the legal right to use such third party software and hardware and to install and test that these external components work together with the Software required for the use of Services. During updates and upgrades of ERPJS Services or during replacement or upgrades of the external components extra care has to be taken to test that all functions work as expected.

3.7.2 Portions of the Software used for the provision of the Services to the Subscriber may utilise or include third party software and other copyrighted material. Acknowledgements, licensing terms and/or disclaimers for such material are contained in the "online" electronic documentation for the Subscriber, and the Subscriber's use of such material is governed by their respective terms.

3.8 Problem Reporting

ERPJS maintains an international problem reporting system. A website and an e-mail address is maintained and viewed by ERPJS product managers on a regular basis. If a problem certain functions made available for the Subscriber through use of Services is repeatable using the latest English version and the test data supplied, and the problem is in the opinion of ERPJS significant, ERPJS will attempt to solve the problem in the next standard version of the Services.

3.9 Updates and Upgrades

The nature of Updates and Upgrades is that they are improvements and/or enlargements to the Services and/or Services packs, and that functions thus can be changed or removed compared to the version being replaced. It is the Subscriber's sole responsibility to ensure that an Update or Upgrade is fit for purpose and works together with the Subscriber's hardware and with the Subscriber's data. The Subscriber understands that newer versions of third party software and newer hardware might be required in order to use an Update or Upgrade.

3.10 Data and Backups

3.10.1 The Subscriber is responsible for ensuring the appropriate data integrity and security in the System.

3.10.2 The Subscriber is solely responsible for making and keeping backup copies of the Subscriber's data and any other files and any data needed to restore the System.

4. Use for Illegal Purposes

4.1 The Subscriber is obliged to ensure that the Services are not used in such a way that would breach the applicable laws. The Subscriber will indemnify ERPJS against all claims and losses arising from any such use and from any use that is not in accordance with the terms of this Agreement.

4.2 The Services may include the function which may be used to reproduce materials. The Subscriber is entitled to use the Services only for reproduction of non-copyrighted materials, materials in which the Subscriber owns the copyright, or materials the Subscriber is authorised or legally permitted to reproduce.

5. Limitation of Liability

5.1 In no event and no matter the circumstances shall ERPJS be liable for any loss of anticipated profit, loss of data, damage to records or data or any indirect, special, incidental or consequential damages or loss (collectively "losses") (which for purposes of this Agreement shall be deemed to include, but not be limited to the loss of goodwill, or loss as a consequence of any kind of business interruption or cost of replacement system) arising out of or in connection with this Agreement or the use of Services or the Software used to access or use the Services even if ERPJS was advised of the possibility of such losses and regardless of whether the cause of action is in contract or tort. Accordingly, the Subscriber cannot claim, demand or seek recovery from ERPJS for any of the foregoing losses, and ERPJS will not indemnify the Subscriber for such claims.

5.2 To the maximum extent permitted by applicable law, ERPJS disclaims any liability for the rendered Services as a consequence of loss or damage to property which, in view of its nature, is normally intended for commercial use.

5.3 ERPJS shall have no responsibility or liability for any adjustments or other modifications in the functions available through the use of Service, the Services and support performed by the Subscriber itself or provided by third parties or partners of ERPJS. Further, ERPJS shall have no responsibility for any defects and/or interruptions of the Services and the Software used to access and use the Services which are a consequence of external factors, including other software programs, or a consequence of the integration of or interaction between the software making Services available and the Licensee's own hardware and software environments.

5.4 In all and any event, no matter the circumstances, ERPJS's total aggregate liability for loss or damage arising out of or in connection with this Agreement or the use or performance of the Services and the Software used to access the Services shall not exceed the amount of the Subscription Fee actually paid by the User.

6. Exclusion of Liability

6.1 The Services are provided "as is" and, to the fullest extent permitted by applicable law, ERPJS makes no warranties or representations and accepts no conditions in relation to the Services. Accordingly, the User shall have no right to raise claims against ERPJS if the Services contain inconveniences, and ERPJS does not correct errors or inconveniences, or where the Services are not free of interruptions or errors.

6.2 Where any liability has been limited in this Agreement, such limitation shall have effect to the maximum extent permitted by applicable law. In some jurisdictions, mandatory, statutory legislation does not allow such exclusion or limitation of liability which may entail that the limitations stated herein do not apply to the Subscriber, either in whole or in part.

6.3 The express terms of this Agreement are in place of all terms and obligations implied law, custom or otherwise, all of which are excluded to the fullest extent permitted by applicable law.

7. Force Majeure

7.1 Neither party shall be held liable for any damage sustained by the other party as a direct or indirect consequence of the non- performing party being delayed, prevented or hindered in the performance of its obligations under this Agreement as a result of a force majeure situation. Force majeure situations include war and mobilization, catastrophes of nature, strikes, lock-out, fire, damage to production plant, import and export regulations, power shortages and other unforeseeable circumstances beyond the control of the party concerned.

8. Transfer

8.1 The Subscriber shall have no right to sell/rent/lend or in any other way transfer or assign the right to use the Services or any right or obligation under this Agreement to any third party without the prior written consent of ERPJS. Where such consent is obtained, the transfer shall be executed according to general and Subscriber's specific guidelines for such transfer set by ERPJS.

8.2 ERPJS has the right to transfer its rights and obligations under this Agreement in whole or in part to another company or a third party, and the Subscriber hereby irrevocably agrees with such transfer.

9. Term and Termination

9.1 This Agreement continues until all Subscriber's subscriptions have expired or been terminated. Subscriber's subscriptions ordered and paid continue for the specified term (normally 30 days).

9.2 This Agreement can be terminated by the Subscriber with immediate effect in the event of the change of the Price list (as provided in the Cluase 3.3.3 hereof), in the event ERPJS revokes the right to use certain version(s) of the Services packs (as provided in the Clause 3.5.2 hereof) and in the event ERPJS exercises it's right to take away functions and these functions made available through use of the Services are essential (as provided in the Clause 3.5.3 hereof)

9.3 In the event of the Subscriber's material breach of this Agreement, ERPJS shall have the right to terminate Agreement with immediate effect by written notice to the Subscriber and be entitled to claim damages in this connection according to applicable law and pursue all remedies available to it.

9.4 ERPJS can terminate this Agreement with immediate effect without prior notice if the Subscription Fee has not been paid within 30 days of the due date.

9.5 ERPJS or the Subscriber can terminate this Agreement with immediate effect by giving written notice to the other party if that party ceases to conduct its operation in the normal course of business or files or becomes subject to any kind of insolvency proceedings.

9.6 This Agreement does not limit ERPJS rights to terminate the Agreement under the provisions of the law applicable to this Agreement.

9.7 Upon the termination of this Agreement, the Subscriber shall immediately cease using the Services.

9.8 The Subscriber is aware that in case it is stipulated by mandatory, statutory legislation that the Subscriber is obliged to maintain accessibility to its accounting data after the Subscriber's rights to use the Services have terminated, it is the sole responsibility of the Subscriber to comply with such legislation. For this purpose the Subscriber may, while this Agreement is still valid, print out all required Subscriber's data and keep it archived in printed format or transfer the data to any other environment or use any other means that it considers suitable to fulfil such Subscriber's obligations.

9.9 Upon termination of this Agreement, the Subscriber except as otherwise specified in Clauses 3.3.3, 3.5.2 and 3.5.3 is not entitled to any reimbursement of the Subscription Fee paid in advance. Any such reimbursement of the Subscription Fee paid by the Subscriber under the present Agreement shall be paid by ERPJS if possible by the same payment method as the Subscription Fee was originally paid by the Subscriber during 30 (thirty) days after the termination notice issued by the Subscriber under the Clause 3.3.3, 3.5.2 or 3.5.3 is received by ERPJS

10. Validity and Severability

10.1 If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, so as to reflect the original intent of the parties, and such provision shall not affect the legality and validity of the other provisions.

11. Survival Clause

11.1 Any terms of this Agreement which, by their nature, extent beyond the day this Agreement comes to an end shall remain in effect and thus bind the parties.

12. Waiver

12.1 If either party does not exercise, or delays exercising, a right or remedy provided by this Agreement or by law, that failure or delay will not amount to a waiver of that right or remedy by that party. The fact that a party does exercise a right or remedy provided by this Agreement or by law does not prevent that party from exercising that right or remedy again, or exercising another right or remedy.

13. Applicable Law and Jurisdiction

13.1 All and any disputes arising out of the application of this Agreement or otherwise related to this Agreement shall be governed by the laws of the Territory without regard to any choice of law principles, and shall, subject to Clause 15.2, be settled exclusively by the court where the ERPJS distributor is situated. The parties expressly consent to the jurisdiction and venue of the said court and hereby waive all objections to the same.

13.2 Clause 15.1 does not prevent ERPJS from seeking or obtaining injunctive relief or other extraordinary relief in any courts with jurisdiction. To the extent permitted by applicable law, ERPJS may take concurrent proceedings for injunctive relief in any number of jurisdictions.

14. Consent to Use of Data

14.1 By signing this Agreement, the Subscriber hereby expressly accepts that any Subscriber specific information received from ERPJS on the basis of the contractual relationship regulated by this Agreement, e.g. concerning the Services the Subscriber subscribed to, including Company Registration No., Name of Subscriber, Address, Tel. No., Fax No., E-mail Address, URL, Contact Name and the name of the Subscriber's supplier, may be used internally within the ERPJS only for the purpose of internal administration of the subscription to the Services.

14.2 The Subscriber accepts that this Agreement establishes an ongoing relationship, where ERPJS has the right and obligation to inform the Subscriber of possibilities regarding the Services that in the opinion of ERPJS might be of interest or importance to the Subscriber. The ERPJS might use pop-up messages in the Software used for accessing the Services and ads in its website, along with fax, mail, email and phone text messages to communicate such information to the Subscriber. If the Subscriber wishes not to receive such information in some or all of these media, the Subscriber has to specifically notify ERPJS of it by writing to the corresponding e-mail or calling the support line indicated in the ERPJS web-site.

14.3 The Subscriber agrees that ERPJS may collect and use technical and related information, including but not limited to technical information about the Subscriber's computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of the updates, support and other services to the Subscriber, and to verify compliance with the terms of this Agreement. ERPJS may use this information, as long as it is in a form that does not personally identify the User, to improve ERPJS Services or technologies to the Subscriber.

15. Confidentiality

15.1 Each of the parties shall treat as confidential information which comes into its possession as a result of or in connection with the performance of this Agreement, whether such information relates to the business, sales, marketing or technical operations of either party or the clientele of either party or otherwise, save that which is generally known or that is already in its possession other than as a result of a breach of this Clause or in the public domain.

15.2 Neither party shall, without the written permission of the other party, knowingly disclose such confidential information to a third party, unless otherwise required by law or in connection with the performance of the rights and obligations of the parties under this Agreement.

The Subscriber acknowledges that ERPJS is a development company and that free flow of development ideas is a fundamental basis of ERPJS business. Therefore the parties agree that any ideas obtained or received during the performance of the rights and obligations of the parties under this Agreement that generate development ideas is not considered confidential information.

For the avoidance of doubt, the Subscriber acknowledges that any discounts and/or special Subscriber's specific provisions and/or terms ERPJS may offer to the Subscriber is strictly confidential and the Subscriber shall not, without the written permission of the other party, disclose such confidential information to a third party, unless otherwise required by law.

The operation of this Clause shall survive the termination of this Agreement.

16. Notices

16.1 Any notice of legal nature under this Agreement, such as inter alia Notice of Termination of this Agreement, shall be given by sending it by registered post to other party's registered office.

16.2 Any notice of informative nature which has no legal consequences can be given also by sending it by facsimile transmission or by e-mail.

16.3 Any such communication will be deemed to have been made to the other party:

(i) if by letter, three (3) days from the date of posting; or

(ii) if by facsimile transmission, on the day of transmission; or

(iii) if by e-mail, on the day on which the communication is first stored in the other party's electronic mailbox.

17. Priority

17.1 This Agreement replaces any previous agreements and any previous representations regarding the Services and the terms of use of the Services.

17.2 Any additions or changes to this Agreement have to be made in writing, signed by both parties and dated same day or after the date of this Agreement.

18. Export Compliance and Anti-Corruption

18.1 Export Compliance. The Software, related services and other technology ERPJS makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. The Subscriber shall not permit users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

18.2 Anti-Corruption. The Subscriber hereby confirms that they have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of ERPJS employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business if allowed by the applicable law, do not violate the above restriction. If the Subscriber learns of any violation of the above restriction, the Subscriber will use reasonable efforts to promptly notify ERPJS Legal Department Compliance Division (legal@erpjs.biz).