Subscription Agreement for the E-Invoicing Solution provided by ARMS IT

By subscribing to the ARMS IT Cloud services: (the "Services") provided by ARMS IT and its affiliates (collectively, "ARMS IT") in relation with ARMS IT E Invoicing Software or ARMS IT E Invoicing Platform (the "Software"), hosted on ARMS IT's Cloud platforms (the "Cloud Platform"), you (the "Customer") are agreeing to be bound by the following terms and conditions (the "Agreement").

1 Term of the Agreement

The duration of this Agreement (the "Term") shall be specified in writing on conclusion of this Agreement, beginning on the date of conclusion. It is automatically renewed for an equal Term, unless either party provides a written notice of termination minimum 30 days before the end of the Term to the other party.

2 Definitions

User

> Any user account indicated as active in the Software or the platform, with access to creation and/or edition mode.

Bug

> Is considered a Bug any failure of the Service or of a Covered Extra Module that results in a complete stop, error traceback or security breach, and is not directly caused by a defective installation or configuration. Non-compliance with specifications or requirements will be considered as Bugs at the discretion of ARMS IT (typically, when the Platform does not produce the results or performance it was designed to produce, or when a country-specific feature does not meet legal accounting requirements anymore).

4 Services

4.1 Bug Fixing Service

For the duration of this Agreement, ARMS IT commits to making all reasonable efforts to remedy any Bug of the Software or the platform submitted by the Customer through the appropriate channel (typically, the web form or phone numbers listed on **armsit.com-Support**, and to start handling such Customer submissions within 3 business days.

As soon as the Bug is fixed an appropriate remedy will be communicated to the Customer.

Cloud Platform

ARMS IT commits to apply the security remedies for any security Bug discovered in a version of the Software hosted on the Cloud Platform, on all systems under its control, as soon as the remedy is available, without requiring any manual action of the Customer.

4.3 Upgrade Services

Upgrade Service for the Software

For the duration of this Agreement, the Customer can submit upgrade requests through the appropriate channel in order to convert a database of the Software from any version of the Software to a more recent Covered Version.

This service provided through an automated platform in order to allow the Customer to perform unattended upgrades once a previous version of the Customer's database has been successfully upgraded for a Covered Version.

The Upgrade Service is limited to the technical conversion and adaptation of the Customer's database to make it compatible with the Target Version, the correction of any Bug directly caused by the upgrade operation and not normally occurring in the Target Version, and the conversion of the source code and data of Covered Extra Modules for the Target Version.

It is the responsibility of the Customer to verify and validate the upgraded database in order to detect Bugs, to analyze the impact of changes and new features implemented in the Target Version, and to convert and adapt for the Target Version any third-party

extensions of the Software that were installed in the database before the upgrade (e.g. non-converted Extra Modules). The Customer may submit multiple upgrade requests for a database, until an acceptable result is achieved.

4.5 Support Services

Scope

For the duration of this Agreement, the Customer may open an unlimited number of support tickets free of charge, exclusively for questions regarding Bugs (see **4.1 Bug Fixing Service**) or guidance with respect to the use of the standard features of the Platform

Other assistance requests, such as questions related to development or customizations may be covered through the purchase of a separate service agreement. In case it's not clear if a request is covered by this Agreement, the decision is at the discretion of ARMS IT.

Availability

Tickets can be submitted via the web form or phone numbers listed on: *https://e-inv.armsit.com/* , the tickets are subject to local opening hours.

5 Charges and Fees

5.1 Standard charges

The standard charges for ARMS IT e Invoicing subscription and the Services are based on the number of Invoices and/or the number of Users. The pricing details are mentioned in the pricing page on: https://e-inv.armsit.com/ .

When during the Term, the Customer has more Invoices and/or Users than specified at the time of conclusion of this Agreement, the Customer agrees to pay an extra fee equivalent to the applicable list price.

When the Customer requests an extra services or extra developments not provided or mentioned at the beginning of the agreement, then ARMS IT may charge an extra fee according to the new services.

5.2 Renewal charges

Upon renewal as covered in section **1 Term of the Agreement**, if the charges applied during the previous Term (excluding any "Initial Discounts") are lower than the most current applicable list price, these charges will increase by up to 5%.

5.3 Taxes

All fees and charges are exclusive of all applicable, provincial, state, local or other governmental taxes, fees or charges (collectively, "Taxes"). The Customer is responsible for paying all Taxes associated with purchases made by the Customer under this Agreement, except when ARMS IT is legally obliged to pay or collect Taxes for which the Customer is responsible.

6 Conditions of Services

6.1 Customer Obligations

The Customer agrees to:

- pay ARMS IT any applicable charges for the Services of the present Agreement, in accordance with the payment conditions specified at the signature of this contract;
- immediately notify ARMS IT when their actual number of Users/invoices exceeds the numbers specified at the conclusion of the Agreement, and in this event, pay the applicable additional fee.
- take all measures necessary to guarantee the unmodified execution of the part of the Software that verifies the validity of the ARMS IT services.
- appoint 1 dedicated Customer contact person for the entire duration of the Agreement;
- provide written notice to ARMS IT 30 days before changing their main point of contact. When the Customer chooses to use the Cloud Platform, the Customer further agrees to:
- take all reasonable measures to keep their user accounts secure, including by choosing a strong password and not sharing it with anyone else;

- make a reasonable use of the Hosting Services, to the exclusion of any illegal or abusive activities, and strictly observe the rules accordingly.

6.3 Publicity

Except where notified otherwise in writing, each party grants the other a non-transferable, non-exclusive, royalty free, worldwide license to reproduce and display the other party's name, logos and trademarks, solely for the purpose of referring to the other party as a customer or supplier, on websites, press releases and other marketing materials.

6.4 Confidentiality

Definition of "Confidential Information":

All information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. In particular any information related to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party should be regarded as confidential.

For all Confidential Information received during the Term of this Agreement, the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own similar Confidential Information, but not less than reasonable care.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the he Disclosing Party prior notice of the compelled disclosure, to the extent permitted by law.

6.5 Data Protection

Definitions

"Personal Data", "Controller", "Processing" take the same meanings.

Processing of Personal Data

The parties acknowledge that the Customer's database may contain Personal Data, for which the Customer is the Controller. This data will be processed by ARMS IT when the Customer instructs so, by using any of the Services that require a database (e.g. the Cloud Hosting Services or the Database Upgrade Service), or if the Customer transfers their database or a part of their database to ARMS IT for any reason pertaining to this Agreement.

This processing will be performed in conformance with Data Protection Legislation. In particular, ARMS IT commits to:

- (a) only process the Personal Data when and as instructed by the Customer, and for the purpose of performing one of the Services under this Agreement, unless required by law to do so, in which case ARMS IT will provide prior notice to the Customer, unless the law forbids it ;
- (b) ensure that all persons within ARMS IT authorized to process the Personal Data have committed themselves to confidentiality;
- (c) implement and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure ;
- (d) forward promptly to the Customer any Data Protection request that was submitted to ARMS IT with regard to the Customer's database ;
- (e) notify the Customer promptly upon becoming aware of and confirming any accidental, unauthorized, or unlawful processing of, disclosure of, or access to the Personal Data ;
- (f) notify the Customer if the processing instructions infringe applicable Data Protection Legislation, in the opinion of ARMS IT;
- (g) make available to the Customer all information necessary to demonstrate compliance with the Data Protection Legislation, allow for and contribute reasonably to audits, including inspections, conducted or mandated by the Customer;
- (h) permanently delete all copies of the Customer's database in possession of ARMS IT, or return such data, at the Customer's choice, upon termination of this Agreement, subject to the delays specified by ARMS IT.

With regard to points (d) to (f), the Customer agrees to provide ARMS IT with accurate contact information at all times, as necessary to notify the Customer's Data Protection responsible.

Sub-processors

The Customer acknowledges and agrees that in order to provide the Services, ARMS IT may use third-party service providers (Sub-processors) to process Personal Data. ARMS IT commits to only use Sub-processors in compliance with Data Protection Legislation. This use will be covered by a contract between ARMS IT and the Sub-processor.

6.6 Termination

In the event that either Party fails to fulfill any of its obligations arising herein, and if such breach has not been remedied within 30 calendar days from the written notice of such breach, this Agreement may be terminated immediately by the non-breaching Party.

Further, ARMS IT may terminate the Agreement immediately in the event the Customer fails to pay the applicable fees for the Services within 21 days following the due date specified on the corresponding invoice, and after minimum 2 reminders.

ARMS IT will keep all the data and files available to be downloaded and accessed after 60 days from the termination date or subscription end. After this period it is ARMS IT right to delete all customer data without notice.

7 Warranties, Disclaimers, Liability

7.1 Warranties

ARMS IT owns the copyright on 100% of the code of the Software/Platform. And the customer will never under any circumstances can claims any ownership for the platform owned by ARMS IT.

For the duration of this Agreement, ARMS IT commits to using commercially reasonable efforts to execute the Services in accordance with the generally accepted industry standards provided that:

- the Customer's computing systems are in good operational order and,
- the Customer provides adequate troubleshooting information and, any access that ARMS IT may need to identify, reproduce and address problems;
- all amounts due to ARMS IT have been paid.

The Customer's sole and exclusive remedy and ARMS IT's only obligation for any breach of this warranty is for ARMS IT to resume the execution of the Services at no additional charge.

7.2 Disclaimers

Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

7.3 Limitation of Liability

To the maximum extent permitted by law, the aggregate liability of each party together with its affiliates arising out of or related to this Agreement will not exceed 50% of the total amount paid by the Customer under this Agreement during the 12 months immediately preceding the date of the event giving rise to such claim. Multiple claims shall not enlarge this limitation.

In no event will either party or its affiliates be liable for any indirect, special, exemplary, incidental or consequential damages of any kind, including but not limited to loss of revenue, profits, savings, loss of business or other financial loss, costs of standstill or delay, lost or corrupted data, arising out of or in connection with this Agreement regardless of the form of action, whether in contract, tort (including strict negligence) or any other legal or equitable theory, even if a party or its affiliates have been advised of the possibility of such damages, or if a party or its affiliates' remedy otherwise fails of its essential purpose.

7.4 Force Majeure

Neither party shall be liable to the other party for the delay in any performance or failure to render any performance under this Agreement when such failure or delay finds its cause in a case of *force majeure*, such as governmental regulations, fire, strike, war, flood, accident, epidemic, embargo, appropriation of plant or product in whole or in part by any government or public authority, or any other cause or causes, whether of like or different nature, beyond the reasonable control of such party as long as such cause or causes exist.

8 General Provisions

8.1 Governing Law

This Agreement and all Customer orders will be subject to Saudi law. Any dispute arising out of or in connection with this Agreement or any Customer order will be subject to the exclusive jurisdiction of the Kingdome of Saudi Arabia Courts.

8.2 Severability

In case any one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement and any application thereof shall be in no way thereby affected or impaired. Both parties undertake to replace any invalid, illegal or unenforceable provision of this Agreement by a valid provision having the same effects and objectives.

Customer Name: -----------------------------

Authorized Name: -----------------------------

Title: -----------------------------

Signature: -----------------------------

Date: -----------------------------