

OrangeHRM Support Service Agreement

BY CLICKING THE "I ACCEPT" BOX, YOU ARE AGREEING ON BEHALF OF THE ENTITY PURCHASING THE SUPPORT PLAN ("COMPANY") THAT COMPANY WILL BE BOUND BY AND IS BECOMING A PARTY TO THIS SUPPORT AGREEMENT ("AGREEMENT") AND THAT YOU HAVE THE AUTHORITY TO BIND COMPANY. IF COMPANY DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SELECT THE "I ACCEPT" BOX. THE "EFFECTIVE DATE" FOR THIS AGREEMENT SHALL BE THE DAY YOU CHECK THE "I ACCEPT" BOX.

Terms and conditions

1. Grant to Company. For the term of this Agreement and subject to Company's payment of the Support fee (defined below) OrangeHRM Inc. ("OrangeHRM ") grants Company, for the term of Company's Subscription Period (defined below):

- the right to receive support services, which OrangeHRM has agreed to provide under the terms and conditions set forth at <http://www.orangehrm.com/subscribe-support.shtml> and upgrades for the Software.
- Unless otherwise specified in a specific SOW, if, in the course of providing Services under this Agreement, OrangeHRM creates and delivers to Customer any software or software tools or any enhancements or modifications to software or software tools (collectively, the "Work Product"), all copyright, patent and other intellectual property rights in and to such Work Product shall be retained by OrangeHRM. Notwithstanding the foregoing, in exchange for payment of the Fees under this Agreement, Customer shall receive a non-exclusive, non-transferable license to use such Work Product under the terms, and during the term of, the appropriate standard license agreement provided by OrangeHRM. OrangeHRM reserves any and all rights not expressly granted herein.
- OrangeHRM Inc alone shall own all right, title and interest, including all related intellectual property rights, in and to, the OrangeHRM Services and related documentation and derivative works. Any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the OrangeHRM Services shall also be owned by OrangeHRM. The OrangeHRM Inc name, the OrangeHRM Inc logo, and the product names associated with the OrangeHRM Services are trademarks of OrangeHRM Inc or third parties, and no right or license is granted to use them without OrangeHRM's express authorization. OrangeHRM and its licensors reserve any and all rights not expressly granted in this Agreement.

- The license granted herein is granted solely to Licensee, and not, by implication or otherwise, to any parent, subsidiary or affiliate of Licensee. OrangeHRM reserves all rights not expressly granted to Licensee. Licensee shall not copy, distribute, reproduce, use or allow access to the customized code, except as explicitly permitted under this Agreement. Licensee shall not modify, adapt, translate, or prepare derivative works from the customized code and, to the extent permitted by applicable law, shall not, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the customized code. Licensee shall not remove, obscure, or alter OrangeHRM's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the customized code. Licensee shall not bifurcate the source code for any OrangeHRM open source licensed products into a separately maintained source code repository so that development done on the original code requires manual work to be transferred to the forked software or so that the forked software starts to have features not present in the original software.

2. Records Retention. Company shall maintain accurate records necessary to verify the number of employees. Upon OrangeHRM written request, Company shall provide OrangeHRM with such records within 5 days. If Company has more employees in the system than Company has paid for, Company shall immediately pay OrangeHRM the fee for the appropriate employee number in addition to any costs incurred by OrangeHRM associated with reviewing such records.

3. Grant to OrangeHRM. During any term of this Agreement, Company grants to OrangeHRM a non-transferable, non-exclusive, license to reproduce and display Company's logos, trademarks, trade names and similar identifying material so that OrangeHRM may refer to Company as a user of the Software should OrangeHRM so desire, such as on the OrangeHRM website, in press releases and in other marketing materials.

4. Payment Terms. Company shall pay to OrangeHRM an amount specified on <http://www.orangehrm.com/support-plans.php>, depending on the Support plan and the number of Company's employees. Amounts due shall be considered paid when OrangeHRM is in receipt of the amount due or upon confirmation of receipt by a bank designated by OrangeHRM. All payments hereunder shall be in U.S. dollars. Annual

Subscription Fees are exclusive of, and Customer shall pay for, if applicable: shipping; any sales, use, property, value added or similar taxes; federal, state or local or other charges imposed on or with respect to the OrangeHRM Software or its delivery, use or possession; but not including taxes based upon the net income of OrangeHRM. All fees paid to OrangeHRM are not refundable.

5. Force Majuere. Except for the payment of fees, neither party shall be in breach of this Agreement due to failure of performance that arises out of causes beyond its reasonable control.

6. Term and Termination of Agreement. This Agreement and the rights granted hereunder shall remain in effect for a period of one (1) month for the monthly plan/ one (1) year for the annual plan / from the Effective Date, unless earlier terminated as set forth herein. Either party may terminate this Agreement prior to the end of a term if the other party materially breaches its obligations hereunder.

7. Confidentiality: Both parties agree to maintain the confidentiality of any proprietary information, received by them from the other party for a period of three (3) years following termination of this agreement.

8. Limitation of liability. To the maximum extent permitted by applicable law, in no event will OrangeHRM be liable to you for any special, incidental, indirect, punitive, exemplary or consequential damages, whether in tort or in contract, including lost profits, lost savings or other damages even if OrangeHRM has been advised of the possibility of such damages. In no event shall OrangeHRM's entire liability hereunder exceed the amount that you will have paid to OrangeHRM under this agreement during the term of this agreement.

9. Governing Law. This Agreement is in accordance with, and shall be governed by and construed under, the laws of the State of New Jersey and applicable United States statutes. Such governance and construction explicitly excludes the State of New Jersey's body of laws governing conflict of laws and the 1980 United Nations Convention on Contracts for the International Sale of Goods. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to this Agreement in any competent jurisdiction.

10. Entire Agreement. This Agreement, and the documents referenced in this Agreement, constitutes the entire agreement between Company and OrangeHRM relating to its subject matter and all terms herein and supersedes all prior or contemporaneous agreements or understandings. This Agreement may be modified or changed only in writing by authorized representatives of Company and OrangeHRM. Notices hereunder shall be in writing and addressed to Company at the address provided when purchasing this license, or, in the case of OrangeHRM, when addressed to OrangeHRM Inc.