



Terms of Service Agreement

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The Software as a Services (hereinafter, "SaaS") is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SaaS is licensed, not sold.

1. Terms of service agreement

This Terms of Service and Subscription Services Agreement ("ToS" or "Agreement") is made and entered into as of the date of the last signature below (hereinafter, "Effective Date") by and between you (either an individual person or a single legal entity, herein referred to as "you" or "Customer") and Reliex OÜ ("Reliex" or "Contractor"), hereinafter, individually, a or the "Party" and, collectively, the "Parties". This Agreement governs Customer's usage and Reliex's provisioning of certain products, services, and SaaS including the ActivityTimeline Resource Planning Dashboard (herein referred to as "SaaS" or "Services", which, when the later term is employed throughout this Agreement, is hereby understood to and shall mean the SaaS being provided hereunder, and it is further understood that "SaaS" and "Services" are interchangeable terms hereunder and mean and refer to one and the same thing). The SaaS includes computer software, the associated media, any printed materials, and any "online" or electronic documentation. Use of the SaaS or any related documentation provided to Customer by Reliex in whatever form or media will constitute Customer's acceptance of these terms, unless separate terms are provided by the software supplier, in which case certain additional or different terms may apply. If Customer does not agree with the terms of this ToS, Customer agrees that it shall not download, install, copy or use the SaaS. By installing, copying or otherwise using the SaaS, Customer agrees to be bound by the terms of this ToS.

2. License Grant

The SaaS is licensed, not sold. Any rights not clearly and expressly granted to Customer under this ToS remain with Reliex. Customer can possess only one license to the SaaS at a time, which states the maximum number of users (herein referred to as USERS NUMBER), and which, provided Customer has paid all applicable fees and complied with this ToS, gives Customer a personal, non-transferable and non-exclusive right to use the Services by a number of users which is less than or equal to the USERS NUMBER, providing all the users are Customer employees. Customer may upgrade a license or increase the USERS NUMBER by issuing a new or amended SaaS Subscription or by executing an amendment to this Agreement.

3. Copyright

Customer acknowledges that no title to the intellectual property in the SaaS is transferred to Customer. Customer further acknowledge that title and full ownership rights to the SaaS will remain the exclusive property of Reliex and/or its suppliers, and Customer will not acquire any rights to the SaaS. Making unauthorized copies is prohibited by law. No part of the software or documentation may be reproduced, transmitted, transcribed, stored in a retrieval system or translated into any human or computer language without prior written permission.

4. Reverse engineering

Customer agrees that Customer will not attempt, and will use its best efforts to prevent, Customer employees and contractors from attempting to reverse compile, modify, translate or disassemble the SaaS in whole or in part. Any failure to comply with the above or any other terms and conditions contained herein will result in the automatic termination of all licenses Customer own and the reversion of the rights granted hereunder to Reliex.

5. Disclaimer of warranty

The SaaS is provided "AS IS" without warranty of any kind. Reliex and its suppliers disclaim and make no express or implied warranties and specifically disclaim the warranties of merchantability, and fitness for a particular purpose. Neither Reliex nor its supplier's warrant that the functions contained in the SaaS will meet Customer's requirements or that the operation of the SaaS will be uninterrupted or error-free. Reliex is not obligated to provide any updates to the software.

6. Limitation of liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

EACH PARTY'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH THE SERVICES OR OTHERWISE UNDER THIS AGREEMENT, WILL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO CONTRACTOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

7. Rental

Customer may not loan, rent, or lease the SaaS.

8. Term; Termination

Term. The term of this Agreement shall commence on the Effective Date and thereafter shall continue until (a) the Agreement or a SaaS Subscription is terminated in accordance with the terms of this Agreement or (b) the last remaining SaaS Subscription under this Agreement expires or is terminated by a Party, provided it is understood that the expiration of the last remaining SaaS Subscription under this Agreement shall automatically terminate the Agreement after 30 days from the expiration of the last remaining SaaS Subscription under this Agreement.

Termination. This Agreement and/or a SaaS Subscription may be terminated as follows:

By Customer.

Customer may terminate this Agreement and/or any SaaS Subscription placed hereunder for any reason, without cause (for convenience) upon thirty (30) days prior written notice to Reliex.

By Reliex.

For Convenience. Reliex may terminate this Agreement for any reason, without cause (for convenience) upon notice to Customer in the event that the last remaining SaaS Subscription under this Agreement expires or is terminated.

Effects of Termination. In the event that Customer terminates a SaaS Subscription Customer shall have no further financial obligation or liability for the fees set forth in such SaaS Subscription as of the effective date of termination. Fees that were already paid by Customer to Reliex for the previous and current SaaS Subscription license period shall not be refunded. Termination of the Agreement by either Party for Cause will have the corresponding effect of, and shall, terminate any SaaS Subscription in effect at such time. Should a Party terminate the Agreement and/or an SaaS Subscription, the Party terminating shall be not be liable to the other Party for any cost.

Upon termination, Customer shall stop using the SaaS. Otherwise, this ToS shall remain in force unless and until terminated in accordance with the terms of this Agreement. Sections CONFIDENTIALITY, LIMITATION OF LIABILITY and GOVERNING LAW; VENUE shall continue in force even after this Agreement has been terminated.

9. Evaluation mode

Customer may use the SaaS in the "Evaluation" mode with limited functionality without acquiring a license solely to determine whether to purchase a license to the SaaS. Unlicensed use of the fully functioning SaaS violates the Reliex's rights, as described above. The Evaluation version is provided strictly on an "as is" basis and is subject to the sections DISCLAIMER OF WARRANTY and LIMITATION OF LIABILITY, above.

10. Information security

Information Security. In the performance of its obligations under this Agreement and a SaaS Subscription, Reliex represents and warrants that it shall comply with, and provide the Services in accordance with its Information Security Policy.

Data Privacy. In the performance of its obligations under this Agreement and a SaaS Subscription, Reliex represents and warrants that it shall comply with, and provide the services in accordance with its [Data Privacy](#).

11. Marketing

Unless the Reliex is advised otherwise by you in writing, it may refer to you as to its customer and a customer of the Services in its marketing materials and on its web site. The references may be made by name, trade name and trademark, logo and by briefly describing your business.

12. Governing law

The law of Estonia will govern this Agreement in all respects. All disputes unresolved by negotiation will be resolved solely and exclusively in the courts sitting in or for Estonia. By entering into this Agreement, Contractor consents to the exclusive personal jurisdiction of these courts and to trial by judge, not jury.

13. Payment terms

Notwithstanding anything set forth herein or in any SaaS Subscription placed hereunder to the contrary, as consideration for the Services and not later than thirty (30) days after receipt of Contractor's undisputed invoice, Customer will pay the fees specified in the SaaS Subscription for Services performed.

14. Confidentiality

Each Party will use the other's Confidential Information (as such term is defined below) solely to perform its obligations under this Agreement. Accordingly, each Party will disclose the other's Confidential Information only to those of its agents, contractors, and employees who need to know the information for purposes of performing this Agreement, provided that they are legally bound, in writing, not to disclose the other Party's Confidential Information except as permitted by this Agreement. Contractor and its employees, subcontractors and agents shall comply with the terms set forth in this agreement. Further, Contractor and its employees, subcontractors and agents will not disclose Confidential Information to any third party without Customer's prior written approval. "Confidential Information" means a disclosing Party's proprietary or non-public information, including, but not limited to a Party's copyrights, trademarks, patents, trade secrets and other intangible assets pertaining to the creative works, inventions and ideas of a Party, the terms of this Agreement or any Schedule, and the Services. Except for PII (personally identifiable information), which will at all times be treated as Confidential Information, Confidential Information does not include information (a) lawfully received from third parties without confidentiality obligations to the disclosing Party; (b) in the public domain; or (c) developed without reliance on the non-disclosing Party's Confidential Information.