**Etlworks LLC On-Premise Subscription License Agreement**

This Agreement ("Agreement") is made between **Etlworks LLC** ("Provider"), headquartered at 18 Rosemont Lane, Pittsburgh, PA 15217, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Client"), with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This Agreement is effective as of the date signed by both parties.

# 1. Definitions

* **Software**: The Etlworks Integrator software, including documentation and updates.
* **Instance**: One virtual or physical machine running one Tomcat server with deployed Software binaries.
* **Single-Node Deployment**: One instance.
* **Multi-Node Deployment**: Multiple instances behind a load balancer.
* **License**: A permission to use a single instance, requiring separate licenses for each instance.
* **License Server**: A server owned by the Provider to validate license usage, accessible at lic.etlworks.com:443.

# **2. License Grant and Use**

The Provider grants the Client a non-exclusive, non-transferable license to use the Software on the specified number of instances for the subscription term. The Client may not:

* Decompile, reverse engineer, or create derivative works of the Software.
* Transfer or sublicense the Software without written consent.

The Software may only be used for the Client’s internal operations.

# **3. Responsibilities**

## **Provider Responsibilities**

The Provider will:

* Assist with initial installation and configuration of the Software.
* Provide access to automated software updates and upgrades.
* Respond to support requests per the Service Level Agreement (SLA).
* Notify the Client of any issues, updates, or relevant changes.

## **Client Responsibilities**

The Client will:

* Pay all fees as specified in this Agreement.
* Ensure instances have uninterrupted access to the License Server.
* Notify the Provider promptly of any issues or concerns.
* Use the Software within the limits defined in this Agreement.

# **4. Fees and Payment Terms**

* **Base Fee**: $\_\_\_ per year for each instance with \_\_\_ GB of RAM and \_\_\_ CPU cores, billed annually.
* **Monthly Payment Option**: Available at a 10% surcharge.
* **Upgrades**: Additional instances and higher tiers can be purchased at any time, with discounts available for additional instances.
* **Taxes**: The Client is responsible for all applicable taxes, excluding those based on the Provider’s income.
* **Additional Services**: Services outside the scope of this Agreement will be quoted and billed separately.
* **Price Protection**: Fees remain fixed for 12 months, with increases not exceeding 5% per renewal period.

# **5. Included in Service**

* Unlimited users.
* Unlimited tenants.
* Real-time scheduling.
* Unlimited scheduled flows and records.
* Access to all available non-premium connectors.
* Assistance with initial installation and configuration.
* Standard support.
* Online documentation and training materials.

# **6. Additional Services (Not Included)**

The following services are not included but can be purchased independently:

* Extended support and professional services.
* Premium connectors.
* SSO
* Data Integration Agents

# **7. Term and Termination**

## **7.1 Term**

This Agreement is valid for a 12-month term and renews automatically for successive 12-month terms unless either party provides written notice of non-renewal at least 60 days before the end of the current term.

## **7.2 Termination for Cause**

The Provider may terminate this Agreement for:

* Material breach by the Client.
* Violation of Terms of Use.
* Repeated late or missed payments.

## **7.3 Post-Termination Obligations**

Upon termination:

* The Client must uninstall and delete all copies of the Software.
* The Provider will revoke access to the License Server.

# **8. Service Level Agreement (SLA)**

* **Standard Support Hours**: 9 am-6 pm EST, excluding weekends and US national holidays.
* **Incident Response**:
  + **Blocker**: Production system is down; response within 1 hour.
  + **Critical**: Severe impairment; response prioritized.
  + **Major/Minor**: Best-effort response.
* Support requests must be submitted to support@etlworks.com and include the severity level (e.g., BLOCKER, CRITICAL).

# **9. Confidentiality**

Both parties agree to maintain the confidentiality of proprietary information, including data, technical details, and trade secrets. Confidentiality obligations survive the termination of this Agreement for 5 years.

# **10. Warranties**

The Provider warrants that:

* The Software is free from copyright infringement.
* The Provider has the legal right to grant the licenses described in this Agreement.

**Disclaimer**: Except as explicitly stated, the Provider makes no other warranties, including implied warranties of merchantability or fitness for a particular purpose.

# **11. Indemnification**

The Provider will indemnify the Client against intellectual property claims arising from the Software, provided the Client:

* Notifies the Provider promptly of any claim.
* Allows the Provider to control the defense and settlement.

# **12. Governing Law**

This Agreement is governed by the laws of the Commonwealth of Pennsylvania.

# **13. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and may only be amended in writing signed by both Parties.

# **Signatures**

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| --- | --- |
| **Etlworks LLC** | **Client** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: Maksym Sherbinin | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: CEO | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |