**Etlworks LLC Perpetual 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. The license is perpetual. Separate licenses are required for each instance.
* **License Server**: A server owned by the Provider to validate license usage, accessibleat lic.etlworks.com:443.
* **Renewal**: The optional annual payment made by the Client to maintain access to software updates, upgrades, and support services after the initial included period ends.

# **2. License Grant and Use**

The Provider grants the Client a non-exclusive, worldwide, irrevocable license to use the Software and related documentation for internal operations. The Client may not:

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

The Software will remain operational without updates if the Client does not opt for renewal after the first year.

# **3. Responsibilities**

## **Provider Responsibilities**

The Provider will:

* Assist with initial installation and configuration of the Software.
* Provide two hours of training (quick-start service) free of charge.
* Provide access to automated software updates and upgrades during the initial year or while the renewal subscription is active.
* 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**

* **Perpetual License Fee**: $\_\_\_ per instance with \_\_\_ GB of RAM and \_\_\_ CPU cores. This fee is invoiced upon the execution of this Agreement.
* **Additional Instances**: Each additional instance is available at a 50% discount off the standard pricing.
* **Renewal Fee**: Optional renewal for updates and upgrades after the first year is $6,000 per instance annually. The renewal fee for the first year is waived.
* **Taxes**: The Client is responsible for all applicable taxes, excluding taxes based on the Provider’s income.
* **Additional Services**: Services outside the scope of this Agreement will be quoted and billed separately.
* **Price Protection**: Renewal 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 provided the Client is within the active renewal period.
* 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.
* Data Integration Agents.
* SSO (Single Sign-On).

# **7. Term and Termination**

## **7.1 Term**

The license granted under this Agreement is perpetual. However, access to updates, upgrades, and support is subject to renewal as outlined in Section 4.

## **7.2 Termination**

* **By the Provider**: The Provider may terminate this Agreement for:
	+ Material breach by the Client that is not cured within 30 days of written notice.
	+ Violation of Terms of Use.
	+ Repeated late or missed payments.
* **Effect of Termination**:
	+ If this Agreement is terminated, the Client will retain the perpetual license to the Software, but will lose access to:
		- Updates and upgrades.
		- Support services provided by the Provider.
		- Access to any additional services outlined in Section 6.
* The Provider will revoke access to the License Server for any non-perpetual features or services such as support after termination.

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

* **Standard Support Hours**: 9 am-6 pm EST, excluding weekends and US national holidays. Support is only provided while the Client is within the active renewal period.
* **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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |