**Etlworks LLC Subscription Software License Agreement**

This Subscription Software License 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**: A virtual machine running one Tomcat server with deployed Software binaries.
* **Single-Node Deployment**: One instance.
* **Multi-Node Deployment**: Multiple instances behind a load balancer.
* **License**: Permission to use a single instance. Each instance requires a separate license.

# **2. License Grant and Use**

* The Provider grants the Client a non-exclusive, non-transferable license to use the Software as specified in this Agreement.
* Licenses are valid for the duration of 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.

# **3. Responsibilities**

## **Provider Responsibilities**

The Provider will:

* Host and maintain the Software (SaaS model).
* Provide standard support during business hours (9 am-6 pm EST, excluding holidays).
* Ensure 99.9% uptime, excluding scheduled maintenance and Force Majeure events.
* Notify the Client of significant updates or issues promptly.
* **Perform software updates at its discretion when updates become available**, unless the Client explicitly requests to defer updates. The Provider reserves the right to enforce updates if they address security vulnerabilities or compliance requirements.

## **Client Responsibilities**

The Client will:

* Pay all fees as specified in this Agreement.
* Use the Software within the limits defined (e.g., service metrics, licenses).
* Notify the Provider promptly of any issues or concerns.
* Submit written requests to defer updates, understanding that critical updates may still be applied.

# **4. Fees and Payment Terms**

* **Base Fee**: $\_\_\_ per year for a single instance with \_\_\_ GB of RAM and \_\_\_ CPU cores, billed annually or monthly (with a 10% surcharge).
* **Upgrades**: The Client may upgrade to a higher tier at any time, subject to additional charges.
* **Taxes**: The Client is responsible for all applicable taxes.
* **Price Adjustments**: Fees will remain fixed for 12 months. Subsequent adjustments will not exceed a 5% increase per renewal period.
* **Additional Services**: Any services outside this Agreement will be quoted and billed separately.

# **5. Term and Termination**

## **5.1 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.

## **5.2 Termination for Cause**

The Provider may terminate this Agreement for:

* Material breach by the Client.
* Violation of Terms of Service.
* Excessive bandwidth abuse.
* Repeated late or missed payments.

## **5.3 Post-Termination Obligations**

Upon termination:

* The Client must pay all outstanding fees.
* The Provider will revoke access to the Software and delete any Client-specific data within 30 days.

# **6. Included in Service**

* Unlimited users.
* Unlimited tenants.
* Real-time scheduling.
* Unlimited scheduled flows.
* Access to all available non-premium connectors.
* Standard support.
* SSL certificate.
* Custom domain.
* Online documentation and training materials.

# **7. 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

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

* **Uptime**: 99.9% monthly availability.
* **Standard Support Hours**: 9 am-6 pm EST, excluding weekends and US national holidays.
* **Incident Response**:
  + **Blocker**: Platform is down or unusable; response within 1 hour.
  + **Critical**: Severe impairment; response prioritized.
  + **Major/Minor**: Best-effort response.
* **Support Requests**: Managed via support@etlworks.com and logged in the Zendesk system.

# **9. Confidentiality**

* Both parties agree to maintain the confidentiality of proprietary information, including Client data and Provider systems.
* Confidentiality obligations survive the termination of this Agreement for 5 years.

# **10. Warranties**

* The Provider warrants that the Software is free from copyright infringement and that 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, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

# **11. Indemnification**

The Provider will indemnify the Client against claims of intellectual property infringement arising from the use of 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |