

ReoSuite Cloud Subscription Agreement

Updated Last at - 2021-02-03

By subscribing to the ReoSuite Enterprise services (the “Services”) provided by ReoSuite and its affiliates (collectively, “ReoSuite”), hosted on ReoSuite’s Cloud platforms (the “Cloud Platform”), you (the “Customer”) are agreeing to be bound by the following terms and conditions (the “Agreement”).

1 Term of the Agreement

The duration of this Agreement (the “Term”) shall be specified in writing on conclusion of this Agreement, beginning on the date of conclusion. It is automatically renewed for an equal Term, unless either party provides a written notice of termination minimum 30 days before the end of the Term to the other party.

2 Definitions

User

Any user account indicated as active in the Software, with access to creation and/or edition mode. Deactivated user accounts and accounts used by external people (or systems) who only have limited access to the Software through the portal facilities (known as “portal Users”) are not counted as Users.

App

An “App” is a specialized group of features available for installation in the Software, and listed in the public Pricing section of ReoSuite’s website.

ReoSuite Partner

An ReoSuite Partner is a third-party company or individual, chosen by the Customer, and working with the Customer for their ReoSuite related services. The Customer can decide at any time to work with a different ReoSuite Partner, or to work with ReoSuite directly (subject to prior notice).

Bug

Is considered a Bug any failure of the Software or of a Covered Extra Module that results in a complete stop, error traceback or security breach, and is not directly caused by a defective installation or configuration. Non-compliance with specifications or requirements will be considered as Bugs at the discretion of ReoSuite (typically, when the Software does not produce the results or performance it was designed to produce, or when a country-specific feature does not meet legal accounting requirements anymore).

3 Access to the Software

The Customer can use the Software hosted on the Cloud Platform. The Cloud Platform is hosted and fully managed by ReoSuite, and accessed remotely by the Customer. With the Self-Hosting option, the Customer instead hosts the Software on computer systems of their choice, that are not under the control of ReoSuite.

ReoSuite commits not to disclose individual or named figures to third parties without the consent of the Customer, and to deal with all collected data in compliance with its official Privacy Policy, published at <https://www.ReoSuite.com/#privacy>.

Upon expiration or termination of this Agreement, this license is revoked immediately and the Customer agrees to stop using the ReoSuite Cloud Platform.

Should the Customer breach the terms of this section, the Customer agrees to pay ReoSuite an extra fee equal to 300% of the applicable list price for the actual number of Users and installed Apps.

4 Services

4.1 Bug Fixing Service

For the duration of this Agreement, ReoSuite commits to making all reasonable efforts to remedy any Bug of the Software and Covered Extra Modules submitted by the Customer through the appropriate channel (typically, the phone numbers listed on [ReoSuite.com/#contact](https://www.ReoSuite.com/#contact), or when working with a ReoSuite Partner, the channel provided by the partner), and to start handling such Customer submissions within 2 business days.

As soon as the Bug is fixed an appropriate remedy will be communicated to the Customer.

Both parties acknowledge that as specified in the license of the Software and in the 7.3 Limitation of Liability section of this Agreement, ReoSuite cannot be held liable for Bugs in the Software.

4.2 Security Updates Service

Cloud Platform

ReoSuite commits to apply the security remedies for any security Bug discovered in a version of the Software hosted on the Cloud Platform, on all systems under its control, as soon as the remedy is available, without requiring any manual action of the Customer.

4.3 Cloud Hosting Services

For the duration of this Agreement, when the Customer chooses to use the Cloud Platform, ReoSuite commits to providing at least the following services:

Choice of multiple hosting regions (minimum 3: Europe, America, Asia/Pacific)

Hosting in Tier-III data centers or equivalent, with 99.9% network uptime

Grade A SSL (HTTPS) Encryption of communication

Fully automated, verified backups, replicated in multiple regions

Disaster Recovery Plan, tested regularly

The details of the Cloud Hosting Services are described on the Service Level Agreement page at <https://www.ReoSuite.com/#cloud-sla>.

4.5 Support Services

Scope

For the duration of this Agreement, the Customer may open an unlimited number of support tickets free of charge, exclusively for questions regarding Bugs (see 4.1 Bug Fixing Service) or guidance with respect to the use of the standard features of the Software.

Other assistance requests, such as questions related to development or customizations may be covered through the purchase of a separate service agreement. In case it's not clear if a request is covered by this Agreement, the decision is at the discretion of ReoSuite.

Availability

Tickets can be submitted via the phone numbers listed on ReoSuite.com/#contact, or when working with a ReoSuite Partner, the channel provided by the partner, subject to local opening hours.

4.6 Working with a ReoSuite Partner

For bug fixes and support services, the Customer may either work with a ReoSuite Partner as the main point of contact, or work with ReoSuite directly.

5 Charges and Fees

5.1 Standard charges

The standard charges for the ReoSuite Cloud subscription and the Services are based on the number of Users and the installed Apps used by the Customer, and specified in writing at the conclusion of the Agreement.

When during the Term, the Customer has more Users or more installed Apps than specified at the time of conclusion of this Agreement, the Customer agrees to pay an extra fee equivalent to the applicable list price (at the beginning of the Term) for the additional Users or Apps, for the remainder of the Term.

5.2 Renewal charges

Upon renewal as covered in section 1 Term of the Agreement, if the charges applied during the previous Term (excluding any "Initial User Discounts") are lower than the most current applicable list price, these charges will increase by up to 7%.

5.3 Taxes

All fees and charges are exclusive of all applicable federal, provincial, state, local or other governmental taxes, fees or charges (collectively, "Taxes"). The Customer is responsible for paying all Taxes associated with purchases made by the Customer under this Agreement, except when ReoSuite is legally obliged to pay or collect Taxes for which the Customer is responsible.

6 Conditions of Services

6.1 Customer Obligations

The Customer agrees to:

pay ReoSuite any applicable charges for the Services of the present Agreement, in accordance with the payment conditions specified at the signature of this contract ;

immediately notify ReoSuite when their actual number of Users or their installed Apps exceed the numbers specified at the conclusion of the Agreement, and in this event, pay the applicable additional fee as described in section 5.1 Standard charges;

appoint 1 dedicated Customer contact person for the entire duration of the Agreement;

provide written notice to ReoSuite 30 days before changing their main point of contact to work with another ReoSuite Partner, or to work with ReoSuite directly.

When the Customer chooses to use the Cloud Platform, the Customer further agrees to:

take all reasonable measures to keep their user accounts secure, including by choosing a strong password and not sharing it with anyone else;

make a reasonable use of the Hosting Services, to the exclusion of any illegal or abusive activities, and strictly observe the rules outlined in the Acceptable Use Policy published at <https://www.ReoSuite.com/#acceptable-use>.

6.4 Confidentiality

Definition of “Confidential Information”:

All information disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. In particular any information related to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party should be regarded as confidential.

For all Confidential Information received during the Term of this Agreement, the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own similar Confidential Information, but not less than reasonable care.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure, to the extent permitted by law.

6.5 Data Protection

Definitions

“Personal Data”, “Controller”, “Processing” take the same meanings as in the Regulation (EU) 2016/679 and the Directive 2002/58/EC, and any regulation or legislation that amends or replaces them (hereafter referred to as “Data Protection Legislation”)

Processing of Personal Data

The parties acknowledge that the Customer’s database may contain Personal Data, for which the Customer is the Controller. This data will be processed by ReoSuite when the Customer instructs so, by using any of the Services that require a database (e.g. the Cloud Hosting Services or the Database Upgrade Service), or if the Customer transfers their database or a part of their database to ReoSuite for any reason pertaining to this Agreement.

This processing will be performed in conformance with Data Protection Legislation. In particular, ReoSuite commits to:

- (a) only process the Personal Data when and as instructed by the Customer, and for the purpose of performing one of the Services under this Agreement, unless required by law to do so, in which case ReoSuite will provide prior notice to the Customer, unless the law forbids it ;
- (b) ensure that all persons within ReoSuite authorised to process the Personal Data have committed themselves to confidentiality ;
- (c) implement and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure ;
- (d) forward promptly to the Customer any Data Protection request that was submitted to ReoSuite with regard to the Customer’s database ;
- (e) notify the Customer promptly upon becoming aware of and confirming any accidental, unauthorized, or unlawful processing of, disclosure of, or access to the Personal Data ;
- (f) notify the Customer if the processing instructions infringe applicable Data Protection Legislation, in the opinion of ReoSuite;

(g) make available to the Customer all information necessary to demonstrate compliance with the Data Protection Legislation, allow for and contribute reasonably to audits, including inspections, conducted or mandated by the Customer;

(h) permanently delete all copies of the Customer's database in possession of ReoSuite, or return such data, at the Customer's choice, upon termination of this Agreement, subject to the delays specified in ReoSuite's Privacy Policy ;

With regard to points (d) to (f), the Customer agrees to provide ReoSuite with accurate contact information at all times, as necessary to notify the Customer's Data Protection responsible.

Subprocessors

The Customer acknowledges and agrees that in order to provide the Services, ReoSuite may use third-party service providers (Subprocessors) to process Personal Data. ReoSuite commits to only use Subprocessors in compliance with Data Protection Legislation. This use will be covered by a contract between ReoSuite and the Subprocessor that provides guarantees to that effect. ReoSuite's Privacy Policy, published at <https://www.ReoSuite.com/#privacy> provides up-to-date information regarding the names and purposes of Subprocessors currently in use by ReoSuite for the execution of the Services.

6.6 Termination

In the event that either Party fails to fulfill any of its obligations arising herein, and if such breach has not been remedied within 30 calendar days from the written notice of such breach, this Agreement may be terminated immediately by the non-breaching Party.

Further, ReoSuite may terminate the Agreement immediately in the event the Customer fails to pay the applicable fees for the Services within 21 days following the due date specified on the corresponding invoice, and after minimum 3 reminders.

Surviving Provisions:

The sections "6.4 Confidentiality", "7.2 Disclaimers", "7.3 Limitation of Liability", and "8 General Provisions" will survive any termination or expiration of this Agreement.

7 Warranties, Disclaimers, Liability

7.1 Warranties

ReoSuite owns the copyright or an equivalent 1 on 100% of the code of the Software, and confirms that all the software libraries required to use the Software are available under a licence compatible with the licence of the Software.

For the duration of this Agreement, ReoSuite commits to using commercially reasonable efforts to execute the Services in accordance with the generally accepted industry standards provided that:

the Customer's computing systems are in good operational order;

the Customer provides adequate troubleshooting .

7.2 Disclaimers

Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

ReoSuite does not warrant that the Software complies with any local or international law or regulations.

7.3 Limitation of Liability

To the maximum extent permitted by law, the aggregate liability of each party together with its affiliates arising out of or related to this Agreement will not exceed 50% of the total amount paid by the Customer under this Agreement during the 12 months immediately preceding the date of the event giving rise to such claim. Multiple claims shall not enlarge this limitation.

In no event will either party or its affiliates be liable for any indirect, special, exemplary, incidental or consequential damages of any kind, including but not limited to loss of revenue, profits, savings, loss of business or other financial loss, costs of standstill or delay, lost or corrupted data, arising out of or in connection with this Agreement regardless of the form of action, whether in contract, tort (including strict negligence) or any other legal or equitable theory, even if a party or its affiliates have been advised of the possibility of such damages, or if a party or its affiliates' remedy otherwise fails of its essential purpose.

7.4 Force Majeure

Neither party shall be liable to the other party for the delay in any performance or failure to render any performance under this Agreement when such failure or delay finds its cause in a case of force majeure, such as governmental regulations, fire, strike, war, flood, accident, epidemic, embargo, appropriation of plant or product in whole or in part by any government or public authority, or any other cause or causes, whether of like or different nature, beyond the reasonable control of such party as long as such cause or causes exist.

8 General Provisions

8.1 Governing Law

This Agreement and all Customer orders will be subject to Nigerian law. Any dispute arising out of or in connection with this Agreement or any Customer order will be subject to the exclusive jurisdiction of the Abuja High Court.

8.2 Severability

In case any one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement and any application thereof shall be in no way thereby affected or impaired. Both parties undertake to replace any invalid, illegal or unenforceable provision of this Agreement by a valid provision having the same effects and objectives.

ReoSuite is a suite of business apps that cover all your company needs: CRM, HRM, accounting, inventory, Requisition System, project management, etc.

ReoSuite's unique value proposition is to be at the same time very easy to use and fully integrated.