Terms and Conditions

1. Agreement Structure

The agreement comprises your order and these terms and conditions, as amended from time to time, and governs all services provided to you by Simpro.

2. License to Services

Simpro grants you a non-transferable, non-sublicensable and non-exclusive license to access and use, during the term, the services set out in your order, provided that you pay all the applicable fees and comply with the agreement.

3. Availability

Simpro will use commercially reasonable efforts to ensure that the core functionality of the Simpro platform is available 99.5% of the time (excluding scheduled downtime and downtime beyond Simpro's reasonable control). Service credits are your sole and exclusive remedy for any failure to meet this uptime guarantee in a given month:

Uptime Level	Service Credit
99.0% to < 99.5 %	Credit equal to 6% of monthly fees for the affected service
98.5% to < 99.0%	Credit equal to 7% of monthly fees for the affected service
98.0% to < 98.5%	Credit equal to 8% of monthly fees for the affected service
97.5% to < 98.0%	Credit equal to 9% of monthly fees for the affected service
Below 97.5%	Credit equal to 10% of monthly fees for the affected service

4. Warranty and Support

Simpro warrants that the Simpro platform will perform substantially as described here, as amended from time to time. Simpro will use commercially reasonable efforts to provide the support described here, as amended from time to time.

5. Ownership

As between you and Simpro, you own all intellectual property rights in any data, content and materials that you (or any person on your behalf) input into the services (Client Data). You give Simpro a license to the Client Data to the extent required for Simpro to provide the services, improve the services and create analytics about the services. After Simpro has anonymized the Client Data, it can use it for other purposes. Except for the Client Data, all intellectual property rights in and arising out of or in connection with the services vest in, or remain vested in, Simpro and its licensors.

6. Hardware and Prepaid Services (if applicable)

Any hardware supplied by Simpro is third-party hardware. It becomes your responsibility upon delivery, regardless of when the title passes. Title does not pass to you until it has been paid in full, notwithstanding termination of the agreement. Until paid in full, you must not sell, transfer, or encumber any hardware and must return it to Simpro on request if amounts remain unpaid. Simpro's only obligation in relation to hardware is to pass through to you any hardware manufacturer warranty that it may receive.

Unless the order states otherwise, any prepaid implementation or professional services are valid for 12 months from commencement.

7. Fees and Renewal

Fees are payable as set out in your order. Late payment may result in interest being charged at the maximum rate permitted by law, and recovery of reasonable costs incurred in collecting overdue amounts. It may also result in suspension or termination. Payments must be made without set-off.

Services renew automatically unless terminated in accordance with the Agreement or your order.

Additional usage beyond included limits may be charged at Simpro's then-current standard rates.

8. Confidentiality and Personal data

Each party will use reasonable care to keep confidential the other party's confidential information and may use it solely to perform its obligations or exercise its rights under the agreement. Confidential information means information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of its disclosure. Confidential information does not include information that the receiving party can demonstrate: (a) is or becomes public through no breach of the

agreement; (b) was lawfully known to the receiving party prior to disclosure; (c) is independently developed without reference to the disclosing party's confidential information; or (d) is lawfully obtained from a third party without restriction on disclosure. A party may disclose confidential information where required by law, provided it gives reasonable notice where permitted. For the avoidance of doubt, your order is to be treated as confidential information.

In connection with personal data, the parties agree to the personal data protection notice here and the data processing addendum here, as these may be amended from time to time. The data processing addendum governs all data security obligations.

9. Customer Obligations

You agree to comply with all applicable laws and to not misuse, interfere with, reverse engineer, resell, or unlawfully use the services. You must not, and must not permit any third party to, conduct penetration testing, vulnerability scanning, red teaming, intrusion testing, load testing or other security testing of or against any service without our prior written consent. You agree to make sure that you have all the necessary consents in place for your use of the services. You must not permit anyone under 13 to access or use the products/services. Users aged 13–17 may use them only as your authorised users, and you are responsible for ensuring their use, employment/engagement, notices, consents and personal data processing comply with applicable laws. You are responsible for the activity conducted under your account and for ensuring that your users comply with the end-user license agreement here, as amended from time to time.

You are responsible for all actions taken by any third party that you authorise to access or use the Services (including via any API). Simpro is not responsible for the acts, omissions, or performance of any such third parties, or for any configuration, implementation, or use of the Services or APIs by them. Access to the Simpro API is governed by the Simpro API Licence Agreement here, as amended from time to time, and you must comply with it and ensure that your users and any such third parties comply with it.

10. Customer Acknowledgements

You acknowledge and understand that:

(a) You have exercised independent judgment in determining that the services are sufficient for your purposes.
(b) The services are provided based on their current functionality and not on any future features or enhancements.
(c) If your subscription term is not monthly, any additional services added to your subscription will form part of your subscription commitment, be billed pro rata from the date added, co-terminate with your subscription and may not be removed during the term.
(d) Simpro is entitled to rely on instructions from your authorized representatives (including the signatory or nominee on your order, your director, your majority owner or as nominated within the services) until Simpro is notified otherwise.
(e) Simpro may upgrade or modify its services from time to time.
(f) You grant Simpro the right to use your name and logo in marketing and promotional materials, unless you notify us otherwise in writing.

11. Indemnity

Simpro agrees to indemnify you from losses arising from a claim that your proper use of the Simpro platform infringes the intellectual property rights of a third party. You agree to indemnify Simpro from losses arising from breach, misuse or unlawful use of the services, including any access to or use of APIs by you or any third party, and any Client Data or third-party integrations authorised by you.

12. Liability

To the maximum extent permitted by law: (a) the services are provided as-is except as set forth in clauses 3 and 4 above, provided that such exception does not apply to previews of the services, which are provided on an as-is, with-all-faults and as-available basis; (b) Simpro's liability excludes indirect/consequential losses and losses caused by third party software, third party hardware and third party service providers (including third party integration partners); and (c) Simpro's liability is capped at the fees paid by you in the 6 months preceding the relevant claim. This limitation of liability applies to all features and functionality of the services, including, without limitation, any use of AI-generated outputs. For loss or corruption of content, Simpro's liability is limited to recovery efforts from available backups, which Simpro hereby confirms are carried out daily.

13. Suspension or termination

Simpro may suspend or terminate access to the services by written notice for breach, violation of applicable policies, security concerns, or legal requirements. To the extent capable of remedy, Simpro will give you 10 business days to remedy prior to suspension or termination.

Either party may terminate this Agreement or the affected Order upon written notice if the other party materially fails to perform its obligations under the Agreement and fails to cure that material failure within thirty (30) days after receiving written notice reasonably describing it in sufficient detail to permit investigation and cure. However, if Simpro's material failure cannot reasonably be cured

within thirty (30) days, you may not terminate provided Simpro begins remedial action within that period and diligently pursues it to completion. If Simpro terminates due to your breach under this clause, all fees accrued before termination and all fees payable for the remainder of the then-current term, including hardware installments (if any), will immediately become due and must be paid within thirty (30) days after termination.

During the term, and for 30 days following termination of the services, you will have the opportunity to obtain a backup of the Client Data. Commencing on day 31 following termination, Simpro reserves the right to permanently delete the Client Data.

14. Amendment

For subscriptions other than monthly subscriptions, Simpro will give you at least 60 days' advance notice of material changes to these terms and conditions. Those changes will only take effect at the start of the next subscription term.

For monthly subscriptions, Simpro will give you at least 30 days' advance written notice of any material change to the agreement, including any change to prices under a subscription. If you do not accept the change, you may terminate the affected monthly subscription by giving written notice during that 30-day period, in which case termination will take effect immediately before the change takes effect. Separately, either party may terminate any monthly subscription at any time on at least 30 days' written notice, effective on the next regularly scheduled billing date after that notice period.

15. Force majeure

Excluding a party's inability to pay debts as they come due, neither party is responsible under the agreement if their performance is hindered or prevented by a cause that is beyond their reasonable control.

16. Simpro entity, Notice to Simpro, Governing Law and Exclusive jurisdiction and venue

Region	Simpro Entity	Notice to Simpro	Governing law	Exclusive jurisdiction
Americas	Simpro Software Ltd. (Delaware)	accounts.us@simpro.us	Florida, USA	State or Federal Courts, Miami-Dade County
Europe	Simpro Software Ltd. (UK)	accounts@simpro.co.uk	England and Wales	Courts of England and Wales
New Zealand	Simpro Software New Zealand Limited	accounts@simpro.co.nz	New Zealand	Courts of New Zealand
Australia & Elsewhere	Simpro Software Pty Ltd	accounts@simpro.com.au	Queensland, Australia	Courts of Queensland, Australia

Notice to you may be given to an email address recently used by you to communicate with us. A notice sent by email is deemed received at the time it is sent, unless the sender receives an automated message that the email has not been delivered.

To the maximum extent permitted, each party irrevocably and unconditionally waives any right to a trial by jury in respect of any legal action arising out of or related to this agreement.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

If you are located in New Zealand, the parties agree that, to the extent permitted by law, the New Zealand Consumer Guarantees Act 1993 does not apply.

If you are located in Australia, Simpro does not limit any rights or remedies available to you under the Australian Consumer Law. To the extent permitted by law, Simpro's liability for a breach of those rights is limited to re-supplying the services or paying the cost of re-supply.

17. Survival

Any clause capable of surviving termination of this agreement, including confidentiality undertakings, shall survive such termination or expiration.

18. Entire Agreement

This agreement comprises the entire agreement between you and Simpro.

19. Assignment

Simpro may assign this agreement to: (i) a related entity of Simpro, (ii) an acquirer of all or substantially all of Simpro's assets applicable to the services; or (iii) a successor by merger or other combination. You may only assign this agreement with Simpro's prior written consent, which will not be unreasonably withheld.