

LEGAL DOCUMENT

V5 Commercial Terms for Software and Services

Version 2.0 · Revision date October 1, 2026 · Continues Master Services Agreement V1.24 (September 28, 2026)

Source: <https://v5ultimate.com/legal/commercial-terms>

Agreement Introduction

These V5 Commercial Terms for Software and Services (the "Agreement" or "Commercial Terms") are entered into by and between the Seller identified in the applicable Order (referred to in this Agreement as "Provider"; see [§2.2](#)) and the individual or entity accepting this Agreement as described in [§1.1](#) ("Customer"). Provider and Customer may collectively be referred to as the "Parties" and individually as a "Party."

This Agreement is document Version 2.0, revision date October 1, 2026, published at its permanent address v5ultimate.com/legal/commercial-terms. It continues, for purchases and renewals accepting it, the [Master Services Agreement Version 1.24](#) (September 28, 2026), which itself continued the S.G. Systems Master Service Agreement Version 1.23 (April 14, 2026). Section numbers are kept from Version 1.24. Software-use provisions now sit in the [S.G. Systems Software End User Licence Agreement](#) ("EULA") issued by S.G. Systems, LLC as owner and licensor; where a clause moved, this Agreement points to the EULA clause. The document version is unrelated to any software version number. The version block and change log presented with this document form part of Provider's controlled document record for this Agreement.

WHEREAS: Provider offers the V5 software product family for regulated supply-chain and manufacturing records, comprising V5 Ultimate (currently Version 5.10), available as Cloud, Private Cloud or On-Premises, and V5 Classic (Version 5.9), available On-Premises only, as described in this Agreement, together with related presales services, onboarding and implementation, support, development and other services. Customer desires to purchase, as stated in the applicable Order, the product ordered, licensed under the EULA, and/or to receive related Services under this Agreement and the applicable Order.

The Parties acknowledge that Provider's current commercial model is based on Seats measured by concurrent use. Provider no longer sells new per-user or per-device licences as its standard model, but may continue to honour Grandfathered Subscription Terms for Converted Legacy Customers strictly in accordance with this Agreement.

NOW, THEREFORE: in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Acceptance of Terms

1.1 Acceptance; Effective Date. Customer accepts this Agreement for a new purchase or renewal by any of: (a) signing or otherwise accepting an Order that references or links this Agreement; (b) electronically accepting a checkout that incorporates it; or (c) paying a new order or renewal invoice that clearly states that payment constitutes acceptance and prominently links this Agreement, made available before payment. No separate signature of this Agreement is required. The Commercial Terms published at the link identified in that transaction or in the renewal notice under [§18.11](#) governs that purchase or renewed term; a revision published after that notice and not itself notified before payment does not apply to it. Unless the Order states otherwise, the date Provider receives Customer's initial payment is the "Effective Date" of that Order. Ordinary payment of an instalment or invoice already due under an existing committed term is not acceptance of changed terms ([§18.11](#)).

1.1.1 Initial Payment Composition. Unless otherwise stated in the Order, Customer's initial payment includes (a) any one-time Onboarding Fees due at signing and (b) the subscription payment due at signing, being either the first instalment (where instalment billing is elected) or the full annual fee (where annual billing is elected).

1.1.3 Order Acceptance Wording. An Order, quote or invoice may incorporate the applicable documents with the following notice, which is sufficient for [§1.1](#): "This Order is subject to the Seller's V5 Commercial Terms for Software and Services, where Software is supplied or licensed, the S.G. Systems Software End User Licence Agreement, where S.G. Systems support or hosting is supplied, the S.G. Systems Support & Service Level Agreement, both issued by S.G. Systems, LLC, any applicable Statement of Work, and any applicable Data Processing Agreement or regulatory addendum. By accepting this Order, Customer confirms that it has reviewed and accepts the applicable contractual documents." Where a Seller uses its own commercial terms, the Order names those terms instead of this Agreement. This wording does not override conflicting scope, acceptance or precedence terms in the Order. The Order should link this Agreement at <https://v5ultimate.com/legal/commercial-terms> (or the Seller's own commercial terms), the EULA at <https://v5ultimate.com/legal/eula> and the SLA at <https://v5ultimate.com/legal/sla>.

1.1.2 Document Version. This Agreement is Provider document Version 2.0, revision date October 1, 2026. An Order, checkout or invoice need not state a version number: referencing the current Agreement URL with a conspicuous acceptance notice is sufficient. Provider retains the published version, its publication date and archived snapshots, together with the relevant order, notice and payment records, as evidence of the terms accepted.

1.2 Software Activation. For Provider Hosted Services, access will be provisioned within 72 hours of receipt of the initial subscription payment and required account set-up information, unless the Order states a different provisioning plan (for example for a Private Cloud instance). For On-Premises deployments, Provider will make the Software and licence information available within 72 hours of receipt of the initial subscription payment, subject to Customer providing required environment and access prerequisites.

1.3 Agreement Scope; Product and Deployment Election. This Agreement governs the Software and all related Services and Presales Services purchased by Customer. Each Order for Software identifies: the product and version (V5 Ultimate or V5 Classic); tier; number of concurrent Seats; deployment (Cloud, Private Cloud or On-Premises); the subscription term; Services; fees; the contracting Provider entity; and, where relevant, the applicable Assessment Documentation reference. Cloud and Private Cloud are always operated by Provider; a deployment on infrastructure or a cloud tenancy that Customer (or its contractor) operates is On-Premises. V5 Classic is supplied only where the Order expressly names it, and only On-Premises. Where an Order does not identify the product or the deployment, Provider will not

assume either; the Parties will confirm the election in writing before provisioning. A services-only Order (for example consulting, validation support or training with no Software ordered) identifies the Services, their scope or Statement of Work, fees and the contracting Provider entity; it does not by itself grant a licence or create a subscription, and the Seat, activation, renewal and hosted-service provisions of this Agreement apply to it only where the Order says so.

1.3.1 Commercial Records. A Provider-issued quote, accepted checkout, accepted billing-portal change (for an Online Subscription only), invoice, renewal, statement of work or other written commercial record accepted or paid by Customer may serve as the Order for the specific items purchased or changed, provided it references or links this Agreement in accordance with [§1.1](#). The billing provider and merchant of record, if any, are identified on the applicable checkout or Order.

1.3.2 Online Subscriptions and Quoted Orders. (a) An *Online Subscription* ([§2.42](#)) may be changed only through the checkout or Billing Portal action Provider makes available for that subscription, where that action is offered, and subject to the billing and refund terms presented with it and to [Section 6](#). Not every action is available for every plan. (b) A *Quoted Order* ([§2.43](#)), including every Enterprise Order, may be changed only by a written variation or change order agreed by both Parties under [§6.5.1](#). (c) Online purchase is the route by which an Online Subscription is bought; the accepted Order, not a purchase order alone, governs what Customer is entitled to ([§1.4](#)).

1.4 Order of Precedence. (a) The [EULA](#) controls licence scope, intellectual property and use restrictions; no Order, purchase order, Statement of Work, reseller document or provision of this Agreement overrides it on those matters unless S.G. Systems, LLC expressly agrees in writing ([EULA §1.6](#)). (b) The DPA controls only for conflicts concerning the processing of personal data, and any business associate agreement or regulatory addendum the Parties sign controls only within its stated scope. (c) A signed Supplier Quality Agreement ("SQA") controls only for the quality matters it covers. (d) An expressly signed amendment prevails within its stated scope. (e) A Statement of Work controls only the description of the Services it covers. (f) An Order controls only its commercial fields (for example fees, quantities, tier, Seat minimums, term, billing, deployment election, entity and dates); any other deviation from this Agreement in an Order is effective only if it expressly identifies the clause varied and is agreed by both Parties. (g) The [S.G. Systems Support & Service Level Agreement](#) ("SLA") controls support services, response targets and hosted service levels; no Order, reseller document or provision of this Agreement reduces, modifies or adds to it unless S.G. Systems, LLC expressly agrees in writing. (h) Subject to [§1.6](#)(e), this Agreement controls all other matters. The Privacy Notice is an informational processing disclosure and does not vary this Agreement. The Trial and Evaluation Terms do not apply to paid scope and do not fill gaps in this Agreement.

1.5 Relationship with the EULA. Use of the Software is licensed by S.G. Systems, LLC under the EULA, which Customer accepts with the Order. This Agreement governs the commercial relationship between Customer and the Seller and does not grant licence rights beyond the EULA. Support and service levels are provided by S.G. Systems, LLC directly to Customer under the SLA ([Section 11](#)).

1.6 Direct and Reseller Sales. (a) For a direct sale, the Seller is S.G. Systems, LLC or, where the Order so states, SG Traceability Systems Ltd. (b) For a reseller sale, the Seller is the authorised reseller, distributor or channel partner named in the Order, which may contract on this Agreement or on its own commercial terms; the Order identifies which applies. (c) Whoever the Seller is, S.G. Systems, LLC operates the Provider Hosted Services and provides and manages support and service levels directly to Customer under the SLA; a reseller may provide first-line support where its Order says so, without replacing or reducing that obligation. The Seller remains the party responsible to Customer for pricing, payment and the other commercial commitments in the terms it contracts on, and for any professional services it delivers itself. (d) A reseller's commercial terms, Order or other document cannot modify or

expand the EULA. (e) *Reseller's own terms*. Where a reseller's own commercial terms are expressly incorporated in Customer's accepted Order, those terms take precedence over this Agreement for the commercial relationship between that reseller and Customer, including pricing, payment, the reseller's liability and, where they expressly provide for it, the handling of SLA service credits. They bind only the reseller and Customer: no reseller term increases the liability of S.G. Systems, LLC, waives a right of S.G. Systems, LLC or adds an obligation of S.G. Systems, LLC unless S.G. Systems, LLC expressly agrees in writing, and they do not vary the EULA or the SLA. (f) *Allocation in reseller sales*. S.G. Systems, LLC remains responsible to Customer, under the EULA and the SLA, for the security of the Provider Hosted Services it operates and the related Security Incident notices ([§9.2](#)), and for defending claims that the Software as provided by S.G. Systems, LLC infringes intellectual property ([§16.5](#)). The reseller is responsible for its own services, systems and handling of Customer Data, its own additions, configurations and integrations, and any representation, warranty or commitment it gives beyond the EULA and the SLA.

2. Definitions

2.1 "Software" means the product ordered, being V5 Ultimate and/or V5 Classic, including updates and Documentation provided by Provider under this Agreement for that product.

2.1.1 "V5 Ultimate" means Provider's V5 Ultimate product, currently Version 5.10, and subsequent releases Provider makes generally available for it under [Section 8](#).

2.1.2 "V5 Classic" means Provider's V5 Traceability product Version 5.9 (the product governed by MSA Version 1.23), supplied under this Agreement only where expressly ordered and only as an On-Premises deployment on Customer-operated infrastructure; Provider does not host V5 Classic. V5 Ultimate and V5 Classic are separate products: no feature parity, cross-product licence, automatic migration or entitlement to a different major product generation is implied; any move between them is governed by [§4.8](#).

2.2 "Provider" or "Seller" means the entity from which Customer purchases under the Order, as named in it: (a) for a direct sale, S.G. Systems, LLC, a Texas limited liability company with its principal office at 6944 Meadowbriar Lane, Dallas, TX 75230, USA, or, for Customers contracting in the EU, EEA, United Kingdom or Switzerland where the Order so states, SG Traceability Systems Ltd (Ireland, CRO 732738); or (b) for a reseller sale, the authorised reseller named in the Order. Only the named entity is a party to that Order; the entities are not jointly liable.

2.2.1 "Licensor" means S.G. Systems, LLC, the owner and licensor of the Software.

2.2.2 "EULA" means the S.G. Systems Software End User Licence Agreement issued by Licensor and published at v5ultimate.com/legal/eula.

2.3 "Cloud" means a shared, multi-tenant hosted deployment of V5 Ultimate operated by S.G. Systems, LLC (or its affiliate) using third-party infrastructure.

2.4 "Private Cloud" means a deployment of V5 Ultimate hosted and operated by S.G. Systems, LLC (or its affiliate) on the same hosting platform and environment, and by the same operator, as V5 Ultimate Cloud, but with a separate, isolated application instance and a separate database dedicated to Customer. Customer does not operate, secure, patch or back up the hosting infrastructure for a Private Cloud; the hosted obligations in [Section 9](#) and the SLA apply. The region and any other characteristics stated in the Order apply; no other characteristics are implied. A deployment on infrastructure or a cloud account that Customer controls is not Private Cloud (see [§2.5](#)).

2.5 "On-Premises" means installation and operation of the Software on infrastructure that Customer (or its contractor) operates, including a cloud account, subscription or tenancy that Customer controls ("Customer-managed cloud"). A Customer-managed cloud deployment is On-Premises for all purposes of this Agreement and is not Private Cloud.

2.6 "Provider Hosted Services" means V5 Ultimate Cloud and V5 Ultimate Private Cloud. V5 Classic is never a Provider Hosted Service. Infrastructure operated by or for Customer, including a Customer-managed cloud, is not Provider Hosted Services.

2.7 "Services" means Provider Hosted Services (if ordered), onboarding and implementation (if purchased), support, maintenance, training assistance, validation assistance, installation services and related professional services provided by Provider.

2.7.1 "Presales Services" means limited-scope paid or complimentary services before go-live or expansion, including ERP Gap Analysis, Proof of Concept, discovery and similar evaluation work described in the applicable commercial record.

2.8 "Order" means an Order Form, signed proposal, quote, renewal, invoice, accepted checkout, accepted billing-portal change or other record provided by Provider and accepted by Customer that contains the elements in [§1.3](#) (references in V1.23 to "Order Form / Signed Proposal" mean an Order).

2.9 "Onboarding / Implementation Services" means paid professional services for set-up, configuration, project management, custom API integration, training, UAT facilitation (if included), validation support (if included) and related rollout activities, as described in the Order.

2.9.1 "Self-Service Onboarding" means any guided set-up materials, in-product onboarding or documentation Provider makes available with a subscription at no separate charge. Self-Service Onboarding is not paid assisted implementation.

2.10 "Onboarding Fees" means one-time fees for Onboarding / Implementation Services, billed as stated in the Order.

2.11 "ERP Gap Analysis" means a structured analysis of Customer's ERP data model, workflows and integration requirements to identify gaps, mappings and integration approach, purchasable as a Presales Service or within an implementation.

2.12 "Custom API Integration" means Customer-specific API integration work, including custom mappings, transforms or connectors beyond standard configuration, when purchased.

2.13 "Critical Issue" means a severe Software malfunction that prevents Customer performing essential business operations reliant on the Software.

2.14 "Security Incident" means any unauthorised access, use, disclosure, alteration or destruction of Customer Data, or a confirmed compromise of the confidentiality, integrity or availability of Provider Hosted Services.

2.15 "Sandbox Environment" means a separate, isolated test environment provided by Provider where included in the Order (or, for On-Premises, an environment designated by Customer) for testing releases before production use.

2.16 "Customer Data" means all data uploaded to or generated in the Software by or on behalf of Customer, including regulated records, audit trail entries and electronic signature records, excluding Usage Data.

2.17 "Service Level Agreement (SLA)" means the [S.G. Systems Support & Service Level Agreement](#) published at v5ultimate.com/legal/sla, provided by S.G. Systems, LLC and incorporated under [Section 11](#).

2.18 "Renewal Term" means each additional period commenced under [§5.2](#).

2.19 "Invoice" means Provider's written request for payment under [Section 5](#) and/or [Section 6](#).

2.20 "Device" means a dedicated human-machine interface (such as a PC or tablet) used to access the Software, identified by a unique network interface. A Device does not include passive peripherals such as scales, scanners or printers unless expressly listed as licensed on a historical Order.

2.21 "Legacy User Licence" means a historical named-user quantity on a prior Order, recognised only as part of Grandfathered Subscription Terms.

2.22 "Legacy Device Licence" means a historical device-based quantity on a prior Order, recognised only as part of Grandfathered Subscription Terms.

2.23 "Usage Data" means event-level data and metadata generated by use of the Software or Provider Hosted Services, such as login timestamps, account identifiers, device or browser type, session duration, feature interactions, performance metrics and application/error logs, excluding the business content of regulated records except where incidentally captured in error logs.

2.24 "Aggregated / De-identified Data" means data that does not identify, and cannot reasonably be used to identify, any natural person or Customer.

2.25 "User" means an individual authorised by Customer to access the Software.

2.26 "Seat" means a licence permitting one concurrently active User session. Customer may authorise more named Users than Seats, provided simultaneously active Users never exceed the licensed Seat count. Provider may use session controls, authentication controls, audit logs and other reasonable technical measures to enforce Seat limits.

2.27 "Grandfathered Subscription Terms" means pricing, quantities, commercial treatment and renewal rights that Provider has agreed to continue honouring for a specific Customer although they originated under an older model. They form part of a current subscription and are not a perpetual licence grant. They do not preserve the retired Silver, Gold, Platinum or Diamond support-tier structure; support is governed by Section 11, including [§11.12](#).

2.28 "Converted Legacy Customer" means a Customer whose older perpetual, support, named-user or device-based arrangement has been converted to a subscription but may continue under Grandfathered Subscription Terms.

2.29 "Timely Payment" means Provider's receipt in full of all undisputed invoiced amounts on or before the due date, without extension, carry-forward or partial payment unless Provider agrees in writing.

2.30 "Documentation" means Provider's then-current user guides, admin guides, release notes and training materials for the product ordered.

2.31 "Confidential Information" means non-public information disclosed by a Party that is designated confidential or that a reasonable person would understand to be confidential, including business, technical, pricing, security and product information and Customer Data.

2.32 "DPA" means Provider's Data Processing Addendum, incorporated where required by law or where Provider processes personal data in Customer Data, and available on request.

2.33 "Assessment Documentation" means the independent assessment report(s) and supporting materials described in [§7.1](#), each limited to the software version and scope it identifies.

2.34 "IQ / OQ / PQ" means installation, operational and performance qualification activities performed within Customer's validation programme in Customer's environment.

2.35 "UAT" means pre-go-live testing to confirm configured workflows meet Customer's intended use and acceptance criteria.

2.36 "POC" means a paid, limited-scope Services engagement to confirm fit. Unless the Order states otherwise, POCs commonly exclude integrations, multi-site rollout, mass data migration and validation services.

2.37 "Billing Portal" means any third-party billing or customer portal Provider enables for payment, payment-method management, Seat changes, billing-frequency changes, renewals and similar self-service actions.

2.38 "Account Manager" means Provider personnel authorised to quote, scope, approve or coordinate additional Services, expansions and development requests.

2.39 "Configurable Software Classification" means Provider's classification of V5 as highly configurable standard software. For validation planning Provider may describe it using legacy GAMP 4-style terminology for configurable standard software; Customer remains responsible for validating its configured intended use.

2.40 "Separate Branch Development" means development, paid or complimentary, performed in a controlled source branch distinct from the main production branch until reviewed, tested, approved and merged under Provider's change control.

2.41 "AI Features" means any feature of the Software, where enabled for Customer, that generates suggestions, drafts, summaries, classifications or other output using machine-learning or large language models.

2.42 "Online Subscription" means a subscription bought through Provider's online checkout (including through a merchant of record) at published prices and managed through the Billing Portal, without a negotiated quote.

2.43 "Quoted Order" means an Order issued on a Provider quote, proposal, Order Form or Statement of Work and accepted by Customer, usually against a purchase order, including every Order for the Enterprise tier, V5 Ultimate Private Cloud or On-Premises.

3. Onboarding / Implementation Services

3.1 Paid Assisted Implementation. Onboarding / Implementation Services are professional services purchased by Customer and billed as Onboarding Fees as stated in the Order. Where an Order does not include them, Provider has no obligation to provide assisted implementation beyond Self-Service Onboarding and [§3.5](#). Nothing in this Agreement requires every Customer to purchase implementation.

3.1.1 Presales Services. ERP Gap Analysis, POCs and similar evaluation work may be purchased before a production subscription, before a broader implementation or as part of an expansion. Unless otherwise stated, Presales Services are limited in scope and billed separately from subscription fees.

3.2 Typical Onboarding Components. Depending on what Customer purchases, Onboarding / Implementation Services may include: project management (kickoff, timeline, weekly status cadence); a POC (scope and exclusions defined in the Order); ERP Gap Analysis; Custom API Integration; configuration and rollout support (roles, permissions, templates, workflows aligned to the tier ordered); role-based training; and UAT and validation support (UAT facilitation, IQ / OQ template protocols and reasonable assistance under [§7.4](#)) where included in the Order.

3.3 Scope, Deliverables, and Timeline. Scope, deliverables and estimated timeline are defined in the Order or a written addendum executed by both Parties. Timelines depend on Customer providing timely access to personnel, systems, data and environments (including ERP sandbox access where applicable).

3.4 Start Condition. Provider is not obligated to schedule or begin Onboarding / Implementation Services until it has received the Onboarding Fees (if any) and the initial subscription payment under [§1.1.1](#), unless the Order states otherwise.

3.5 Post-Setup Training & Assistance Included with Subscription (Reasonable Use). During an active subscription Provider will provide reasonable remote assistance for training questions, operational guidance and minor configuration support at no additional charge. Major expansions (new sites, new integrations, significant workflow redesign, on-site training or net-new development) require a separate written agreement and may require additional fees.

3.6 Enterprise Onboarding & Validation Package. Each Enterprise Order includes Provider's Enterprise validation package, with the deliverables, responsibilities and scope documented in the accepted quote or Statement of Work. Unless that quote or Statement of Work states otherwise, the package includes (a) facilitated UAT support (planning, facilitation, issue triage and retest coordination) and (b) an IQ / OQ template package with reasonable remote assistance for Customer's execution. Customer remains responsible for final execution, review, approval and maintenance of validation deliverables within its quality system. Provider-executed qualification protocols are provided only where expressly listed in the Order. Work beyond the agreed scope follows [§6.1.1](#) and the change-control terms of this Agreement. Purchasing Enterprise does not by itself validate the Software for Customer's intended use.

4. Scope of Services

4.1 Licence Grant. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §3.1](#).

4.1.1 Configurable Software Position. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §3.2](#).

4.2 Provider Hosted Services. Where the Order specifies V5 Ultimate Cloud or V5 Ultimate Private Cloud, Provider will provide hosting, infrastructure security, backups, maintenance, updates under [Section 8](#), with hosting, backups and hosted service levels provided by S.G. Systems, LLC under the SLA ([Section 11](#)). A Private Cloud uses the same Provider-operated hosting environment as Cloud, with its own isolated application instance and database ([§2.4](#)); release timing for a Private Cloud production instance follows [§8.5](#).

4.3 On-Premises and Customer-Managed Deployments. Where the Order specifies On-Premises (including a Customer-managed cloud), Customer operates the infrastructure (including security, backups, disaster recovery, identity provider, monitoring and third-party licences) and is responsible for its regulatory compliance. S.G. Systems, LLC provides software support under the SLA ([§11.2](#)). Uptime, backup and recovery commitments for Provider Hosted Services do not apply. There is no default deployment: the Order must state it ([§1.3](#)). Delivery format and supported configurations are described in the Documentation for the product ordered; V5 Classic is always deployed On-Premises under this Section, with support under [§11.5](#).

4.4 Licensing Structure; Current Seat Model; Grandfathered Subscription Terms. (a) *Current Standard Model*. Seats measured by concurrent Users. Unless the Order or renewal states otherwise, new subscriptions, re-quotes and replacement arrangements are issued on a Seat basis. (b) *Seat Licensing*. Each Seat permits one concurrently active User session. Customer shall not use shared credentials,

overlapping sessions, automation or other workarounds to circumvent Seat limits; Provider may enforce Seat counts by reasonable technical measures. (c) *Minimum Threshold*. Unless an accepted Order or checkout states a different tier or Seat minimum, Customer must purchase at least three (3) Seats. (d) *Historical Models*. Named-user and device licensing are no longer standard for new Customers, but Converted Legacy Customers may continue under Grandfathered Subscription Terms. (e) *Grandfathered Terms Honoured While Paid On Time*. Provider may continue to honour Grandfathered Subscription Terms, including legacy or similar pricing subject to annual increases, while Customer remains current on undisputed payments and otherwise compliant. Grandfathered pricing and licensing do not preserve a retired support tier; the support transition is governed by [§11.12](#). (f) *Expansion While Current*. While current, a Converted Legacy Customer may expand within its grandfathered pricing and licensing framework, documented in a written commercial record; support for any expansion is provided under Section 11. (g) *Forfeiture Upon Non-Payment*. On failure of Timely Payment of any undisputed amount, Customer loses its Grandfathered Subscription Terms, and any continued service, reinstatement, renewal or expansion may be re-quoted under Provider's then-current pricing, terms and model. (h) *No Perpetual Rights*. Grandfathered Subscription Terms do not preserve or recreate any perpetual licence; this Agreement does not retroactively alter perpetual rights under an existing agreement absent an agreed conversion. (i) *Audit*. Provider may audit usage and deployment records on reasonable notice to verify Seat counts and grandfathered entitlements; for On-Premises, no more than once per calendar year on thirty (30) days' notice, during business hours.

4.5 ERP Integration. ERP integration, ERP Gap Analysis and Custom API Integration are provided only if expressly purchased and described in the Order. Standard connectors extend Customer's existing ERP; which system owns each record is agreed when the integration is configured.

4.6 Use Restrictions. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §4.1](#).

4.7 AI Features. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §5.1](#).

4.8 V5 Classic to V5 Ultimate Transition. V5 Classic (Version 5.9) and V5 Ultimate (Version 5.10) are separate software products and service offerings. No V5 Classic licence, subscription, maintenance or support arrangement (including Grandfathered Subscription Terms or the support transition under [§11.12](#)) entitles Customer to V5 Ultimate, a free upgrade, or an automatic transfer of licences, pricing or Customer Data. Any move to V5 Ultimate requires a separate Order or other written commercial agreement accepted by both Parties, including the applicable licence or subscription fees. Provider may, at its discretion, quote additional fees for professional services connected with a move, such as assessment, implementation, configuration, integration, training, validation assistance and data extraction, conversion or migration. Those fees apply only if their scope and amount are agreed in writing before the work begins; no such fee is imposed retrospectively, and any waiver or discount applies only if expressly documented. Migration availability and scope depend on technical feasibility and the agreed requirements; no automatic or like-for-like transfer of functionality or data is promised. Customer retains ownership of its Customer Data and its standard export rights under [§12.5](#) and [§5.4](#), which are not subject to these transition fees.

5. Term and Termination

5.1 Agreement Term. This Agreement begins on the first Effective Date and continues until all Orders under it have ended or it is terminated.

5.2 Subscription Term. Unless an accepted Order specifies a different term, each Order, renewal or recurring arrangement establishes a 365-day subscription term (the "Initial Term"). Unless Customer gives written notice of non-renewal at least thirty (30) days before the end of the then-current term, each

term renews automatically for successive one-year Renewal Terms at the fees then in effect, subject to [§5.5](#), the renewal notice and acceptance provisions in [§18.11](#), and any loss of Grandfathered Subscription Terms. Monthly instalment billing of an annual term is a payment schedule and does not permit monthly cancellation.

5.3 Termination for Cause. Either Party may terminate an Order for a material breach not cured within thirty (30) days of written notice.

5.4 Effect of Termination or Suspension. (a) On termination, expiry or suspension for non-payment, Customer's right to use the Software may be disabled, including by automated controls. Suspension or termination affects use rights only and does not transfer or extinguish Customer's ownership of Customer Data. (b) For Provider Hosted Services (V5 Ultimate only), Customer Data is retrievable on request for ninety (90) days after termination, provided all undisputed amounts are paid. Customer should export and archive records it needs before service deletion. After that window Provider will delete Customer Data from active systems, subject to the DPA, any legal hold and its documented backup rotation; Provider does not guarantee indefinite storage. (c) For On-Premises, Customer ceases use of the licensed Software at the end of the term and removes or disables it as reasonably required; Customer is not required to destroy its regulated records and remains responsible for retaining them in accordance with its quality system and applicable law. (d) Past-due undisputed amounts may also result in suspension or termination under [§6.7](#).

5.5 Renewal and Grandfathered Pricing Treatment. (a) *Invoice Timing.* No later than sixty (60) days before the end of a term, Provider may invoice the next term based on the governing commercial record. (b) *Cancellation Window.* Customer may cancel or adjust the upcoming term by written notice at least thirty (30) days before it starts; later notices apply to the following term. Cancellation does not entitle Customer to a refund or credit for the current term. (c) *Term Start Payment.* Subscription payment is due thirty (30) days before the first day of each term (or as stated on the Invoice); Provider may suspend services automatically if payment is not received by the due date. (d) *Grandfathered Pricing While Current.* As in [§4.4](#)(e)–(f). (e) *Loss of Grandfathered Treatment.* As in [§4.4](#)(g). (f) *Price Changes.* For Customers not under Grandfathered Subscription Terms, Provider may adjust fees at renewal with at least sixty (60) days' written notice before the next term; Customer may decline by non-renewal notice under (b). Any change to this Agreement proposed for the renewed term is notified under [§18.11](#).

5.6 Survival. Provisions intended to survive (including payment obligations, confidentiality, data rights, IP, limitation of liability, indemnification and dispute resolution) survive.

6. Fees and Payment

6.1 Fees. Customer shall pay the fees in the applicable Order, renewal and/or Invoice, including Onboarding Fees (if any), subscription fees, recurring service fees and approved expansions.

6.1.1 Additional Services Pricing. Services outside the included subscription or onboarding scope (custom development, change requests, additional validation support, data work, integrations, reports, training or other professional services) may be quoted, typically through the Account Manager, and billed at the rates or fixed fees in the applicable commercial record. Provider may perform minor items at no charge in its discretion but is not obligated to.

6.2 Onboarding Fees. Onboarding Fees are billed upfront and due as stated in the Order. Unless otherwise stated in writing, Onboarding Fees are non-refundable once paid, including if Customer cancels, delays or abandons the project.

6.3 Subscription Payment Options. Unless an accepted Order states different billing: (a) *Annual*: 100% of the term's fees due at signing and before term start. (b) *Monthly instalments*: twelve equal monthly instalments of the annual term, the first due at signing and each subsequent on the same calendar day monthly; a 10% convenience fee applies unless the Order states otherwise. (c) *Methods*: ACH is preferred; card payments may incur a processing fee. Provider may use a Billing Portal and payment processor identified at checkout for invoicing, payment, renewals and subscription administration. (d) *Billing Portal Changes*: where enabled, accepted portal transactions (Seat increases, billing-frequency changes, renewals, payment-method updates) become part of the applicable commercial record from their effective date, within the commercial fields described in [§1.4](#).

6.4 Activation and Scheduling Contingent on Payment. Provider may withhold activation, onboarding scheduling, Services or expansion until required payments are received.

6.5 Upgrades and Expansions. For an Online Subscription, upgrades and added Seats are available only where the checkout or Billing Portal offers them, subject to the billing terms presented. Fees for upgrades or added Seats are prorated over the remaining term unless the commercial document states otherwise. For Converted Legacy Customers who remain current, added licensing may remain under Grandfathered Subscription Terms; once those are lost, further changes are quoted under the then-current model.

6.6 Downgrades. For an Online Subscription, downgrades are available only where the Billing Portal offers them, subject to the billing terms presented. Downgrades take effect at the next renewal, with written notice at least thirty (30) days prior under [§5.5\(b\)](#).

6.5.1 Changes to Quoted Orders. For a Quoted Order, any upgrade, downgrade, change in Seats, Users or modules, deployment migration (for example between Private Cloud and On-Premises), change to term or pricing, or cancellation requires a written variation or change order agreed by both Parties under the contract. Billing Portal or in-product actions, published prices and generic pricing-page statements do not alter the agreed commercial commitment of a Quoted Order.

6.7 Late Payment; Automatic Shutoff; Loss of Grandfathered Terms. If an undisputed amount is not received by its due date, Provider may restrict, suspend or disable access until payment is received. If unpaid more than thirty (30) days after the due date, Provider may suspend Provider Hosted Services and pause non-critical support. If unpaid more than forty-five (45) days after the due date, Provider may terminate the affected Services for cause, but only by written notice under [§5.3](#) and only if the amount remains unpaid at the end of that thirty (30) day cure period; an overdue invoice alone is not notice of breach. [§5.4](#) then applies. Failure of Timely Payment also results in loss of Grandfathered Subscription Terms. Customer is responsible for reasonable costs of collection to the extent permitted by law.

6.8 Taxes. Fees exclude taxes. Customer is responsible for applicable sales, use, VAT, GST or similar taxes (excluding taxes on Provider's net income) unless it provides a valid exemption certificate.

6.9 No Refunds; Cancellation; Abandoned Projects. Except as expressly stated in this Agreement (for example [§16.2](#) and [§11.6](#)), the Order, or non-waivable law, all fees are non-refundable. This does not remove any refund guarantee expressly offered to Customer at the time of purchase, any refund terms of a merchant of record that applied to that purchase, or rights under non-waivable law. Cancellation, early termination, non-use or abandonment of Services (including POCs and implementations) does not entitle Customer to a refund, credit or pro-ration.

7. Regulatory Compliance

7.1 Independent Assessment (Assessment Access). V5 Classic Version 5.9 and V5 Ultimate Version 5.10 have each been independently assessed by Dr. Bob McDowall. Each assessment is limited to the software version, scope, evidence, findings and qualifications identified in the applicable report. Assessment documentation is available on request under confidentiality for customer evaluation and audit support. An independent assessment is not regulatory approval or certification and does not validate a customer's configured implementation or guarantee customer compliance. No assessment is represented for later patches or releases, a particular deployment or installation (including any individual Private Cloud instance) or AI Features unless the applicable report states so. Customer may use the V5 Ultimate 5.10 assessment documentation as supporting evidence in its own validation of that version; it does not validate or certify Customer's instance, configuration or any later version.

7.2 Shared Responsibility. Compliance in a regulated environment is a shared responsibility. Provider supports Customer's programme by delivering features designed to support data integrity and auditability, by providing Assessment Documentation and by providing validation assistance as described in this Agreement and purchased in the Order. Customer remains responsible for its intended-use validation, release and approval decisions, SOPs, training, access governance, and performing and approving validation activities (including IQ / OQ / PQ and UAT as applicable) in its environment.

7.2.1 Private Cloud and Validation. A Private Cloud is intended for regulated environments in which Customer validates the system. Its isolated application instance and database, and the release deferral window in [§8.5](#), are designed to support Customer's controlled validation workflow. Isolation does not by itself validate the implementation: Customer's quality function remains responsible for intended-use validation, testing, approval, release and change control, supported by the assessment documentation under [§7.1](#) and any validation assistance purchased.

7.3 Data Integrity and Retention. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §6.2](#).

7.4 IQ / OQ and UAT Assistance. Provider will provide reasonable remote assistance during Customer's validation activities, including templates where included in scope, answers about Software behaviour, configuration and controls, and issue triage and retest coordination where included in the purchased onboarding scope. Provider supports validation planning by providing release notes and compliance-impact considerations for updates. For Enterprise Orders, the IQ / OQ package and validation support in [§3.6](#) are included within the scope of the accepted quote or Statement of Work. Other Provider-executed qualification, executed protocols or requalification are provided only as expressly purchased; none is automatic. Extensive custom documentation, on-site activity or audit participation beyond reasonable remote assistance may require additional fees and written agreement.

7.5 Audit and Inspection Readiness. Provider will reasonably cooperate with Customer's regulatory audits relating to the Software's controls and, for Provider Hosted Services, relevant security and access records, subject to confidentiality and reasonable scheduling.

7.6 Security and Access Controls. The Software provides role-based access controls to support ALCOA+ principles; system access and key actions are logged and time-stamped. Provider protects Customer Data in Provider Hosted Services through reasonable administrative, technical and physical safeguards. Customer remains responsible for role design, account provisioning and deprovisioning, and SOP enforcement.

8. Change Control and Software Updates

8.1 Controlled Software Updates. Updates, patches and enhancements are managed under a change control approach appropriate for regulated environments. Change handling follows the deployment: (a) *Cloud*: Provider applies releases on its release schedule and gives advance notice of material changes, with release notes and impact information; changes that materially reduce functionality are notified at least sixty (60) days in advance. (b) *Private Cloud*: releases to the production instance are coordinated with Customer under [§8.5](#). (c) *On-Premises*: Customer decides when to apply releases in its environment. V5 Classic, being On-Premises, follows (c). Emergency patches are governed by [§8.4](#).

8.1.1 Separate Branch Development. Customer-specific developments, paid or complimentary, may be performed on separate controlled branches, with branch history, testing, review, approval and merge activity maintained under Provider's change control.

8.2 Customer Review for Critical Updates. Updates that materially affect electronic records, security or regulatory-relevant controls will be communicated in advance. For Cloud, Provider will coordinate timing to give Customer a reasonable window to assess validation impact; for Private Cloud, [§8.5](#) applies; for On-Premises, Customer controls deployment timing.

8.3 Versioning and Documentation. Each release includes release notes describing changes and potential validation considerations. Customers may request a compliance impact summary where changes affect audit trails, electronic signatures, access controls or retention behaviour.

8.3.1 Main Product Integration. Provider may maintain multiple branches and fold approved branch changes into the main product, documented through its controlled release and change processes.

8.3.2 Version Support Limits. Provider supports released versions as stated in the Documentation or Order and, for a Private Cloud production instance, the prior supported release during the window in [§8.5](#). This Agreement does not promise indefinite version pinning, rollback to any historical build, a fixed support period not stated in the Order, free entitlement to future major product generations, or automatic migration from V5 Classic to V5 Ultimate. Any move or migration between products is a separately agreed project under [§4.8](#).

8.4 Emergency Patches. Provider may deploy emergency patches to Provider Hosted Services to address active threats or critical vulnerabilities, and will provide notice and documentation as soon as reasonably practicable. For On-Premises, Provider will make such patches available with recommended deployment guidance.

8.5 Private Cloud Release Deferral and Validation Window. (a) *Deferral*. For a Private Cloud production instance, Customer may defer a routine, non-security feature release and remain on the prior supported version for up to one hundred eighty (180) calendar days, counted from the date of Provider's written release notice. That notice will include release notes and impact information under [§8.3](#). (b) *Scheduling*. The Parties will coordinate proposed installation windows. During the window Provider will not apply that feature release to the production instance without Customer's agreement, other than as permitted in (d). Provider will give at least thirty (30) days' written notice before the window ends. (c) *Extension*. If Customer has, within the window, supplied a documented validation plan with milestones and needs more time, the Parties will discuss in good faith and may record a reasonable extension in writing before the window ends, stating any support or security limits that apply during it. No extension arises without that written record. (d) *Earlier change*. Provider may require earlier mitigation or upgrade, with prompt notice and coordination where practicable, to address a critical security vulnerability or active threat, a legal or regulatory requirement, a material incompatibility, or end of life of an underlying platform component; urgent security patches may be applied sooner under [§8.4](#). (e) *Support during the window*.

S.G. Systems, LLC provides software support and the hosted service levels under the SLA ([§11.4](#)) for the supported prior release, subject to the SLA exclusions. (f) *Limits*. This Section does not provide indefinite version pinning, continued operation of a build with an unremediated vulnerability, feature parity between releases, or custom forks. An Order may set a shorter window only by expressly varying this Section under [§1.4\(b\)](#). This Section applies to V5 Ultimate Private Cloud only; On-Premises timing is governed by [§8.1\(c\)](#).

9. Data Security and Incident Response

9.1 Security Standards. Provider maintains reasonable security measures for Provider Hosted Services, including access controls, monitoring and encryption. Provider's security overview at v5ultimate.com/security is informational.

9.2 Incident Response. For a Security Incident involving Provider Hosted Services, S.G. Systems, LLC, which operates them whoever the Seller is ([§1.6\(c\)](#)), will: (a) notify Customer without undue delay and in any event within seventy-two (72) hours of becoming aware of it (the period runs from awareness, not from later confirmation); (b) provide a detailed incident report within three (3) business days, with supplemental reports as facts become available; and (c) cooperate with Customer to mitigate impact and support required regulatory reporting. Any shorter period required by applicable law or the DPA for a personal data breach applies. A reseller that handles Customer Data in its own systems or services is responsible for incident notices about those systems under its own terms and data processing agreement with Customer.

9.3 Business Continuity and Disaster Recovery. Provider Hosted Services include automated backups at the intervals, and recovery objectives, stated for that deployment in the SLA, provided by S.G. Systems, LLC ([Section 11](#)), which maintains a disaster recovery plan and performs periodic recovery testing.

9.4 On-Premises Responsibility. For On-Premises, Customer is responsible for infrastructure security, backups and disaster recovery; Provider has no access to Customer Data except as Customer authorises (for example logs provided during a support case). Provider's obligations in this Section apply to Provider Hosted Services.

10. Customer Responsibilities in a Regulated Environment

10.1 Validation and Qualification. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §8.3](#).

10.2 Regulatory Reporting. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §8.4](#).

10.3 User Training. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §8.5](#).

10.4 Account Management. Customer ensures accounts are assigned appropriately, removed or updated promptly, and that shared credentials are prohibited, and manages simultaneously active Users within the licensed Seat count.

11. Support and Service Levels (S.G. Systems SLA)

11.1 SLA Provided by S.G. Systems. Support services and service levels are provided and managed by S.G. Systems, LLC directly to Customer under the [S.G. Systems Support & Service Level Agreement](#) (the "SLA"), which is incorporated into each Order under this Agreement. This applies whether the Seller is

S.G. Systems, LLC, SG Traceability Systems Ltd or an authorised reseller. This Section sets out only how the SLA is handled commercially; it makes no separate or competing service-level commitment.

11.2 Software Support (All Deployments). Software support for V5 Ultimate (Cloud, Private Cloud and On-Premises) and V5 Classic, including severity definitions, 24/7/365 critical support with a two-hour human initial response, other response targets and Business Hours, is provided under SLA Sections 3 and 4.

11.3 V5 Ultimate Cloud. Uptime, backup, recovery objectives and maintenance for V5 Ultimate Cloud are provided under SLA §5.1.

11.4 V5 Ultimate Private Cloud. Uptime, backup, recovery objectives, maintenance and prior-release service levels for V5 Ultimate Private Cloud are provided under SLA §5.2, together with the release deferral window in [§8.5](#).

11.5 V5 Classic and On-Premises. V5 Classic is On-Premises only. For V5 Classic and V5 Ultimate On-Premises (including a Customer-managed cloud), only the SLA's software-support provisions apply; hosted uptime, backup, recovery and service-credit commitments do not.

11.6 Service Credits. Service credits for V5 Ultimate Cloud and Private Cloud are determined by S.G. Systems, LLC under SLA Section 6. Where the Seller is a reseller whose own commercial terms incorporated in the Order expressly provide for handling SLA credits, the reseller handles an approved credit under those terms; otherwise S.G. Systems, LLC handles the credit claim directly with Customer under SLA Section 6. Eligibility, calculation and request deadlines are always those in the SLA. A credit is granted once for each qualifying month and is not duplicated by S.G. Systems, LLC and the Seller.

11.7 Reseller First-Line Support. A reseller Seller may provide first-line support where its Order says so. Customer may always report directly through the SG Support Channel, and the SLA response clock starts when the report reaches that channel (SLA §3.2).

11.8 No Variation of the SLA. No Order, quote or Seller document, and no other provision of this Agreement, reduces, modifies or adds to the SLA unless S.G. Systems, LLC expressly agrees in writing. Any additional service commitment a reseller makes is that reseller's own obligation.

11.9 Seller Professional Services. Implementation, training and other professional services delivered by the Seller itself are governed by the Order, any Statement of Work and this Agreement, not the SLA.

11.10 Remedies and Liability. The SLA's service credits remain the sole and exclusive remedy for failure to meet the uptime commitment. Liability of S.G. Systems, LLC under the SLA is subject to the limits and exclusions in [Section 17](#) as provided in SLA §6.5, and the same loss is not recoverable from both S.G. Systems, LLC and the Seller.

11.11 SLA Changes. The SLA may be changed only as provided in SLA §8.2; SLA metrics are not reduced for a committed term without Customer's written agreement.

11.12 Retirement of Legacy Support Tiers. From the date this Agreement applies to Customer under [§1.1](#) and [§18.11](#), the former Silver, Gold, Platinum and Diamond support tiers are retired and replaced by the severity-based framework in the SLA. Existing Customers on those tiers move to the applicable current framework without a support-tier conversion fee. Severity, initial response targets, support hours and any remedies are determined by the SLA and the product and deployment ordered, not by the former tier name. This transition does not by itself change agreed subscription fees, Seat entitlements or Grandfathered Subscription Terms for pricing, and confers no upgrade to, or migration into, V5 Ultimate ([§4.8](#)). For V5 Classic and V5 Ultimate On-Premises, only the SLA's software-support provisions apply; hosted uptime, backup, recovery and service-credit commitments apply only to V5 Ultimate Provider Hosted Services. A specifically negotiated written support commitment continues only to the extent

expressly retained under [§1.4](#); a legacy tier name alone creates no additional entitlement after transition. Where an existing signed contract requires signed amendments, it continues on its terms until a valid transition under [§18.11\(e\)](#).

12. Confidentiality, Customer Data, and Privacy

12.1 Confidentiality. Each Party protects the other's Confidential Information with at least reasonable care and uses it only to perform or exercise rights under this Agreement.

12.2 Compelled Disclosure. If legally compelled to disclose, the receiving Party gives prompt notice (where permitted) and cooperates to seek confidential treatment.

12.3 Customer Data Ownership. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §6.1](#).

12.4 DPA; Sub-processors. Provider processes personal data in Customer Data in accordance with the DPA and may use sub-processors under written agreements that protect Customer Data. The current list is at v5ultimate.com/legal/sub-processors. Provider will notify designated Customer contacts at least thirty (30) days before adding a new sub-processor, and Customer may object on reasonable grounds within that period. The DPA may provide greater rights. For Provider Hosted Services, S.G. Systems, LLC processes personal data in Customer Data as Customer's processor (or, where Customer itself acts as a processor, as its sub-processor) under the DPA, whoever the Seller is. A reseller that accesses or processes Customer Data in its own systems or services does so under its own data processing agreement with Customer and is not a sub-processor of S.G. Systems, LLC unless listed as one. The [Privacy Notice](#) describes Provider's processing for information only.

12.5 Data Export. Provider will make commercially reasonable efforts to support export of Customer Data using the Software's standard supported export methods during the subscription and the retrieval window in [§5.4](#). Standard exports preserve the association of records with their audit trail and electronic signature information to the extent the supported export format provides it; custom export formats require separate written agreement. Standard exports are not charged as migration services under [§4.8](#).

12.6 Term. Confidentiality obligations survive for five (5) years after termination; Customer Data and trade secrets remain protected for as long as they qualify as Confidential Information under applicable law.

13. Intellectual Property

13.1 Provider IP. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §12.1](#).

13.2 Customer IP. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §12.2](#).

13.3 Feedback. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §12.3](#).

14. Product Telemetry & Usage Analytics

14.1 Collection & Purposes. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §7.1](#).

14.2 Roles. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §7.2](#).

14.3 Controls. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §7.3](#).

14.4 Retention. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §7.4](#).

14.5 On-Premises Deployments. Governed by the [S.G. Systems Software End User Licence Agreement, EULA §7.5](#).

15. Warranties and Disclaimers

15.1 Mutual Authority. Each Party represents it has the legal power and authority to enter into this Agreement.

15.2 Services Warranty. Provider will perform Services in a professional and workmanlike manner consistent with generally accepted industry standards.

15.3 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SOFTWARE AND SERVICES (INCLUDING AI FEATURE OUTPUT) ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE EXTENT PERMITTED BY LAW.

16. Indemnification

16.1 Provider IP Indemnity. Provider will defend Customer against any third-party claim alleging that the Software, as provided by Provider, infringes a U.S. patent, copyright or trademark (or, where the Provider is SG Traceability Systems Ltd, such rights under the laws of Ireland, the EU or the UK), and will indemnify Customer for settlements and finally awarded damages (including reasonable attorneys' fees), provided Customer (a) promptly notifies Provider, (b) allows Provider to control the defence and settlement, and (c) reasonably cooperates.

16.2 Mitigation. If infringement is alleged, Provider may (a) modify the Software to be non-infringing, (b) replace it with a non-infringing equivalent, or (c) terminate the affected subscription and refund prepaid unused subscription fees for the remainder of the term.

16.3 Exclusions. Provider has no obligation for claims arising from Customer Data, Customer modifications, combinations with third-party products not provided by Provider, or use outside the scope of this Agreement.

16.4 Customer Indemnity. Customer will defend Provider against third-party claims arising from Customer Data or Customer's misuse of the Software in violation of this Agreement, and indemnify Provider for settlements and finally awarded damages (including reasonable attorneys' fees), subject to the same notice, control and cooperation principles.

16.5 Reseller Sales. Where the Seller is a reseller, the defence and indemnity in [§16.1](#) to [§16.3](#) for the Software as provided by S.G. Systems, LLC is given by S.G. Systems, LLC directly to Customer under EULA Section 14.5, on the same scope, conditions, mitigation and exclusions and subject to the EULA's limits of liability. The reseller is responsible for claims arising from its own additions, services and representations to the extent its terms provide. This Section creates no new or uncapped indemnity.

17. Limitation of Liability

17.1 Total Liability. Provider's total liability under this Agreement shall not exceed the total fees paid by Customer under the applicable Order in the twelve (12) months preceding the claim.

17.2 Exclusions. Neither Party is liable for indirect, incidental, consequential, special or punitive damages (including lost profits), except to the extent arising from gross negligence, wilful misconduct or breach of confidentiality obligations.

17.3 Mandatory Law. Nothing in this Agreement limits or excludes liability that cannot be limited or excluded under applicable law, including liability for fraud or for death or personal injury caused by negligence.

17.4 Reseller-Stated Liability. Where a reseller's own commercial terms incorporated in the Order state the reseller's liability to Customer, those terms govern the reseller's liability instead of [§17.1](#) and [§17.2](#). They do not change the liability of S.G. Systems, LLC under the EULA or the SLA, which remains limited as stated in EULA Section 14 and SLA §6.5 unless S.G. Systems, LLC expressly agrees otherwise in writing, and the same loss is not recoverable from both S.G. Systems, LLC and the reseller.

18. Miscellaneous

18.1 Governing Law. Where the Provider is S.G. Systems, LLC, this Agreement is governed by the laws of the State of Texas, without regard to conflict of laws principles. Where the Provider is SG Traceability Systems Ltd, this Agreement is governed by the laws of Ireland. The UN Convention on Contracts for the International Sale of Goods does not apply.

18.2 Dispute Resolution. Where the Provider is S.G. Systems, LLC, disputes shall be resolved through mediation, followed by arbitration if necessary, in Dallas, Texas. Where the Provider is SG Traceability Systems Ltd, the courts of Dublin, Ireland have exclusive jurisdiction. Either Party may seek injunctive relief for unauthorised use of its intellectual property or breach of confidentiality.

18.3 Entire Agreement. This Agreement, with the EULA, the SLA, the Orders, any Statement of Work, DPA, any signed SQA and incorporated addenda expressly agreed under [§1.4](#), constitutes the entire agreement and supersedes prior agreements or understandings on its subject matter for the Orders it governs. The legacy [On-Premises Licence Addendum \(June 6, 2026\)](#) is not incorporated into this version; it applies only to an existing accepted contract that expressly incorporated that version. Any deviation for a V1.24 Order must be expressly agreed under [§1.4](#).

18.4 Independent Contractors. The Parties are independent contractors; nothing creates a partnership, joint venture or agency.

18.5 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to an affiliate or in a merger, acquisition or sale of substantially all assets where the assignee agrees in writing to be bound.

18.6 Force Majeure. Neither Party is liable for failure or delay caused by events beyond its reasonable control, including natural disasters, labour disputes, war, terrorism, government action or widespread internet outages.

18.7 Severability; Waiver. If any provision is unenforceable, the rest remains in effect. Failure to enforce is not a waiver.

18.8 Notices. Notices must be in writing to the addresses in the applicable Order, or to S.G. Systems, LLC at 6944 Meadowbriar Lane, Dallas, TX 75230, USA, or to SG Traceability Systems Ltd at its registered office stated in the Order, with a copy to info@sgsystemsglobal.com. Formal notices of breach, termination, suspension or indemnity claims sent by email are effective only if acknowledged by the receiving Party. Update, price and renewal notices under [§5.5](#) and [§18.11](#) may be sent by email to Customer's designated

contact without acknowledgement; Provider retains evidence of dispatch and delivery, and a message that is returned undelivered is not notice until re-sent to a valid address. Customer must keep its designated contact current.

18.9 Amendments. Amendments must be in writing and signed by both Parties, except (a) accepted Billing Portal transactions within [§6.3\(d\)](#), and (b) acceptance of this Agreement, or of an updated version, by signed or electronic Order, checkout or payment as provided in [§1.1](#) and [§18.11](#). Separately negotiated amendments remain subject to their own amendment terms and to [§1.4](#).

18.10 Billing Portal and Self-Service Changes. Where Provider enables a Billing Portal, Customer actions taken through it (payment, renewal, Seat changes, billing-frequency changes and other accepted commercial changes) are deemed authorised by Customer and form part of the applicable commercial record for the affected subscription.

18.11 Updates and Acceptance by Payment. (a) *Prospective updates.* Provider may update the published Agreement prospectively; the version identifier and change log are maintained for document control. (b) *Notice.* Before payment, Provider will give Customer's designated contact written notice of any material change, with an accessible link and the effective date. For annual renewals, that notice is given at least sixty (60) days before the renewal date and before the non-renewal deadline in [§5.2](#). (c) *Acceptance by renewal payment.* Payment of the renewal invoice following that notice accepts the notified Agreement for the renewed term, without separate signature. A later materially changed revision requires fresh notice; payment never accepts terms that were not notified. (d) *Existing terms.* Ordinary payment of an instalment or invoice already due under an existing committed term, or an automated debit alone, does not establish assent to changed terms. A mid-term change applies only if separately offered with clear notice and affirmatively accepted, which may include payment expressly offered as acceptance of that change. (e) *Protected terms.* Updates do not retroactively remove accrued rights, and do not override separately negotiated amendments, a DPA or an SQA, which keep their precedence under [§1.4](#). Where an existing signed contract requires amendments to be signed, it continues on its terms until a valid transition under that contract, such as acceptance at renewal in accordance with its terms; publication on the website does not by itself amend it.

Document Control

DOCUMENT	V5 Commercial Terms for Software and Services
VERSION	2.0
REVISION DATE	October 1, 2026
EFFECTIVE	For each purchase or renewal, on its Effective Date under §1.1 (acceptance by signed or electronic Order, checkout, or payment of a clearly notified invoice, and receipt of any required initial payment); updates under §18.11
PERMANENT ADDRESS	v5ultimate.com/legal/commercial-terms
PREVIOUS VERSION	Master Services Agreement V1.24 · September 28, 2026 (continues to govern Orders that accepted it)
RELATED DOCUMENTS	S.G. Systems Software End User Licence Agreement (issued by S.G. Systems, LLC); S.G. Systems Support & Service Level Agreement (provided by S.G. Systems, LLC)

Version history and changes

Version 2.0 (October 1, 2026)

- Renamed from Master Services Agreement to V5 Commercial Terms for Software and Services, governing the Seller and Customer. Section numbers kept from V1.24.
- Software-use provisions moved to the S.G. Systems Software End User Licence Agreement issued by S.G. Systems, LLC; the clauses that moved now point to it: 4.1, 4.1.1, 4.6, 4.7, 7.3, 10.1–10.3, 12.3, 13 and 14.
- Added the Seller definition for direct and reseller sales (2.2), Licensor and EULA definitions (2.2.1, 2.2.2), relationship with the EULA (1.5), direct and reseller sales (1.6) and Order acceptance wording (1.1.3).
- Order of precedence (1.4) now places the EULA first for licence, intellectual property and use restrictions, and adds Statements of Work and regulatory addenda within their scope.
- Clarified that initial response targets, including Severity 1, are human response commitments, not resolution or recovery times (formerly 11.4.2, now SLA §4.3).
- Unchanged: fees, payment, term and renewal, implementation, the SLA figures and service credits, backup and disaster recovery, 72-hour security incident notice, data export and 90-day retrieval, Private Cloud validation support and 180-day release deferral window, change control, warranties, indemnities, liability and governing law.

Master Services Agreement V1.24 (September 28, 2026)

- Extended the Agreement to V5 Ultimate (Version 5.10) and to V5 Classic (Version 5.9) On-Premises where expressly ordered; separated MSA version from software version; no implied parity, cross-licence or migration.
- Added §4.8: V5 Classic does not entitle Customer to V5 Ultimate or a free upgrade; any move needs a separate accepted Order with applicable fees; migration and related professional services may be quoted, but only agreed-in-advance fees apply; standard export rights are unaffected. Cross-referenced from §2.1.2, §8.3.2, §11.12 and §12.5.
- Added Cloud, Private Cloud and On-Premises definitions; Private Cloud is always Provider-hosted (same hosting environment as Cloud, separate isolated instance and database); a Customer-managed cloud is On-Premises; removed the default on-premises deployment; the Order must identify the deployment.
- Added the Irish contracting entity for EU/EEA/UK/Swiss Orders, with Irish law and Dublin courts; Texas law and Dallas mediation/arbitration retained for S.G. Systems, LLC.
- Clarified the order of precedence for Orders, DPA, SQA, amendments, Privacy Notice and Trial and Evaluation Terms.
- Distinguished paid assisted implementation from Self-Service Onboarding; allowed accepted Orders to set tier/Seat minimums, term and billing.
- Replaced the assessment statement with version-limited wording covering both products.
- Made change control deployment-specific and added version-support limits.
- Added AI Feature terms (human review, no training on Customer Data).

- Clarified data ownership on suspension, export before deletion, and that On-Premises Customers retain their records.
- Restructured Section 11 into deployment-specific parts; hosted service levels apply to V5 Ultimate only. V5 Classic is On-Premises only; the V1.23 hosted service levels, credits and 24-hour hosted incident notice are not carried forward.
- Acceptance by signed or electronic Order, checkout, or payment of a clearly notified invoice, without a separate MSA signature or version number (1.1, 1.1.2, 1.3.1); prospective updates with notice and acceptance at renewal (18.11); email update notices (18.8); amendment exception (18.9).
- Retired the Silver, Gold, Platinum and Diamond support tiers in favour of the severity-based framework (11.12), with no conversion fee and no change to agreed fees or Seats; applied the existing On-Premises initial response targets to V5 Classic and V5 Ultimate (11.2) and the business-hours definition to all Section 11 support (11.4.1).
- Editorial correction (no version change): Private Cloud defined as Provider-hosted with its own isolated instance and database (2.4–2.6, 4.2, 11.4); added Private Cloud validation support (7.2.1) and the 180-day release deferral and validation window with notice, extension and security exceptions (8.5, 8.1, 8.2, 8.3.2, 11.4(e)); clarified the 5.10 assessment is not a validation of any instance (7.1).
- Added a mandatory-law saving to Section 17; generalised Stripe-specific billing wording to any Billing Portal identified at checkout.

Version 1.23 (April 14, 2026)

added the version block and change log to the HTML MSA; clarified presales services (ERP Gap Analysis, POC); accepted Stripe checkout/portal transactions as commercial records; additional services pricing; configurable software (legacy GAMP 4-style) language; separate-branch development and merge-back language.

Prior V5 Ultimate agreement

The superseded V5 Ultimate "Master Subscription Agreement" (last revised July 24, 2026) continues to govern Orders that accepted it until transitioned under its terms or [§18.11](#). Prior versions are retained by Provider as controlled records.