

LEGAL DOCUMENT

Legacy On-Premises Licence Addendum — June 6, 2026

Historical version · Last updated: June 6, 2026 · S.G. Systems, LLC · V5 Ultimate

Source: <https://v5ultimate.com/legal/on-prem-addendum>

Status: legacy document (historical text)

This June 6, 2026 addendum is retained only for contracts that already expressly incorporated it. It is not incorporated into [Master Services Agreement V1.24](#) and does not override it. New V1.24 On-Premises and customer-managed deployments are governed by the MSA; Private Cloud, which is always Provider-hosted, is governed by the MSA's hosted provisions. Any deviation for a V1.24 Order must be expressly agreed under MSA §1.4. The text below is the historical wording as published and has not been updated; references in it to "Terms of Service" and to the MSA mean the versions in force when it was accepted.

Private Cloud today

Under MSA V1.24, V5 Ultimate Private Cloud is hosted and operated by the Provider on the same hosting environment as V5 Ultimate Cloud, with its own isolated application instance and database. The Customer does not run or secure that infrastructure. It is governed by MSA [§2.4](#), [§4.2](#), [Section 8](#) and [§11.4](#), not by this addendum. A deployment in a cloud account the Customer controls is On-Premises (customer-managed cloud) under MSA §2.5. Where the historical text below mentions "private cloud", it describes a prior offering and the old terms only.

HISTORICAL TEXT (JUNE 6, 2026)

Original introduction: This addendum modifies the Master Subscription Agreement (MSA) for customers deploying V5 Ultimate on their own infrastructure or in a private cloud environment. Where this addendum conflicts with the MSA or Terms of Service, this addendum governs for on-premises and private-cloud deployments only. For the technical reference (topologies, sizing, OS/DB matrix, network, security, validation, backup/DR, support model) see the [On-Premises Deployment Specification](#).

1. Definitions

"Software" means the V5 Ultimate application binaries, container images, database schemas, and accompanying documentation supplied under an Order Form designating an on-premises or private-cloud deployment. **"Customer Environment"** means infrastructure owned, leased, or otherwise controlled by Customer (including its cloud tenancy with a third-party IaaS provider). **"Maintenance & Support"** means the annually-renewable services described in Section 5.

2. Licence grant

Subject to payment of the applicable fees and to the terms of the MSA and this addendum, S.G. Systems, LLC grants Customer a non-exclusive, non-transferable, non-sublicensable licence to install, run, and use the Software in the Customer Environment for Customer's internal business operations, limited to the deployment scope (sites, plants, environments, named or concurrent users) set out in the Order Form. The Software is licensed, not sold. S.G. Systems, LLC retains all intellectual property rights in the Software.

3. Restrictions

Customer will not, and will not permit any third party to:

- copy the Software except for a reasonable number of backup and disaster-recovery copies;
 - reverse engineer, decompile, or disassemble the Software except to the extent expressly permitted by applicable law;
 - remove or alter any proprietary notices;
 - use the Software to provide a service bureau, managed-service, or time-sharing offering to third parties;
 - exceed the licensed deployment scope without a written upgrade to the Order Form.
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4. Term and termination

The licence is granted for the term stated on the Order Form (perpetual or fixed-term). On expiry or termination for Customer's material breach, Customer must (a) cease all use of the Software, (b) uninstall the Software from the Customer Environment, and (c) destroy or return all copies within thirty (30) days, and certify the same in writing on request. Customer retains ownership of all records, batch data, and audit trails it created using the Software; these are Customer Data and are not affected by termination.

5. Maintenance & Support

Maintenance & Support is sold separately and renews annually. It includes (a) updates, patches, and new minor and major releases of the Software during the period paid for; (b) access to the support portal and the response-time targets in the Order Form; and (c) regulatory updates required to maintain conformity with the standards listed in the Order Form (e.g. 21 CFR Part 11, EU Annex 11). Customer may elect not to renew Maintenance & Support and continue to use the then-current version of the Software under the licence in Section 2, but will not be entitled to updates, patches, or support, and S.G. Systems, LLC has no obligation to provide bug fixes or regulatory updates outside an active Maintenance & Support term.

6. Validation responsibility

S.G. Systems, LLC will deliver an IQ/OQ documentation pack and OQ test scripts with each release. Execution of installation qualification, operational qualification, and performance qualification in the Customer Environment is the responsibility of Customer. S.G. Systems, LLC will provide reasonable remote assistance under Maintenance & Support. Customer is responsible for change control, revalidation, and any regulatory submissions arising from its use of the Software.

7. Service levels

S.G. Systems, LLC does not provide an uptime SLA for on-premises or private-cloud deployments — availability depends on the Customer Environment. The only service levels under this addendum are the support-ticket response and target-resolution times set out in the Order Form, which apply during an active Maintenance & Support term.

8. Source code escrow

At Customer's request and expense, S.G. Systems, LLC will deposit the source code for the licensed version of the Software with a mutually agreed third-party escrow agent (e.g. NCC Group, Iron Mountain). The escrow agreement will provide for release to Customer on defined trigger events, including S.G. Systems, LLC's insolvency or material failure to provide Maintenance & Support, solely for Customer's continued internal use of the Software.

9. Audit and self-attestation

The Software does not transmit usage telemetry to S.G. Systems, LLC in on-premises deployments. Customer will, on written request no more than once per year, provide a self-attestation of the deployed version, site list, and licensed user or seat count. S.G. Systems, LLC may, on at least thirty (30) days' notice and at its expense, audit Customer's use of the Software no more than once per twelve (12) months, conducted during business hours and subject to Customer's reasonable security and confidentiality requirements.

10. Export control and data residency

The Software is subject to US export control laws, including the Export Administration Regulations (EAR). Customer will not export, re-export, or release the Software to any jurisdiction or person prohibited by US, EU, or UK sanctions. Because the Software runs in the Customer Environment, no Customer Data leaves that environment by virtue of the Software itself; Customer is solely responsible for the data-residency posture of its deployment.

11. Security and CVE handling

S.G. Systems, LLC is responsible for the absence of known critical or high-severity vulnerabilities in the shipped binaries on supported operating-system and database versions listed in the release notes. Customer is responsible for the security of the Customer Environment, including network segmentation,

identity, OS and database patching, backup, encryption-at-rest configuration, and access control. Critical security patches will be released under Maintenance & Support within the timelines stated in the Order Form.

12. IP indemnity

S.G. Systems, LLC's IP indemnity in the MSA applies to unmodified Software running on the supported operating-system and database versions identified in the release notes. The indemnity does not cover (a) modifications made by or on behalf of Customer, (b) combinations with software not supplied by S.G. Systems, LLC, or (c) continued use of a version after S.G. Systems, LLC has supplied a non-infringing replacement.

13. Liability cap

Notwithstanding any contrary provision in the MSA, for on-premises and private-cloud deployments S.G. Systems, LLC's aggregate liability under or in connection with the MSA, this addendum, and the Software will not exceed the greater of (a) the licence fees paid by Customer for the Software in the twelve (12) months preceding the event giving rise to the claim, or (b) the Maintenance & Support fees paid by Customer in the twelve (12) months preceding the event. The exclusions of indirect, incidental, consequential, special, and exemplary damages in the MSA continue to apply.

14. Order of precedence

For on-premises and private-cloud deployments, the order of precedence is: (1) the Order Form, (2) this On-Premises Licence Addendum, (3) the MSA, (4) the [Terms of Service](#).

15. Contact

Questions about this addendum, or to request an Order Form for an on-premises deployment, use our [contact form](#).

This addendum is provided by S.G. Systems, LLC. It supplements, and does not replace, the MSA and the [Terms of Service](#).