

QUERY UTILITIES

Terms & Conditions

Revision Date: 1st July 2020

These terms and conditions for access and download of Query Utilities and applicable documentation (“**Query Utility Terms**”) are subject to and incorporated by reference into the provisions of the then current Terms and Conditions for Online Cloud Services (“**Terms**”) available at <https://dsoft-group.com/kyriba> (or successor URL). Capitalized terms not otherwise defined in these Query Utility Terms will have the meanings set forth in the Terms.

Customer purchased certain SaaS Services through which it manages and deals with all or part of its cash flow operations, payments, collections and communicate with banks. As part of its purchase of SaaS Services, Customer purchased SaaS Services which include the access to and download of Query Utilities and applicable documentation. By accessing and downloading Query Utilities, Customer expressly agrees to and accepts all the terms and conditions of these Query Utility Terms.

1. With respect to Customer’s purchase of SaaS Services which include access and download of Query Utilities and applicable documentation, Supplier will provide installation and configuration support for Customer’s implementation of Query Utilities, and, if and to the extent specified in the applicable Order Schedule, Exposure Data Transformation Services and/or Automated File Extraction, Encryption and Upload connections.
2. Customer acknowledges and agrees that Users are licensed to install and run Query Utilities on a reasonable number of server machines for the limited purpose of connecting between the ERP system specified in the Order Schedule and the SaaS Services. Customer may make archival and backup copies of Query Utilities, provided each such copy retains all confidentiality and copyright markings and notices included in the original.
3. In addition to Customer’s obligations in the Terms, Customer agrees to: (a) track and record on a log: (i) each copy of any Query Utility (which term includes any related extraction software program provided to Customer by Supplier) made by Customer; and (ii) any installation of a Query Utility on Customer’s systems; (b) provide Supplier upon request with an up to date copy of such log; (c) ensure that no software development personnel (whether employees or contractors) are provided access to Query Utilities (other than to the extent strictly necessary to ensure compliance with Customer’s IT security policies); and (d) provide Supplier upon expiration or termination of the SaaS Term a de-install certificate relating to any Query Utility previously provided to Customer by Supplier. Any violation of the license detailed herein, including connecting Query Utilities to an ERP system not listed in the table above, shall be a material breach of Agreement.
4. These Query Utility Terms, together with the Agreement constitute the parties full agreement. Any amendment shall only be made after agreement of an amendment duly signed by the parties.