

SERVICE AGREEMENT

Standard Terms of Service — Software Subscription, Online Support & Training
Services

Version v1.0

Agreement date	The date on which the Client's subscription begins
Service Provider	Zimozo ("Zimozo" / the "Service Provider") Zimozo ERP — retail and business management platform, Sri Lanka
Client	The business or individual that subscribes to the Platform (the "Client"). These terms apply to every Zimozo subscriber.
Subscribed solution	The Zimozo ERP / POS platform, provided on a subscription basis (the "Platform"), on the plan selected by the Client at registration.

This Agreement sets out the terms on which Zimozo provides the Platform and the related support and training services described below. It applies to every customer who subscribes to the Platform, and takes effect when that subscription begins. It continues for as long as the Client holds an active subscription.

1 DEFINITIONS

- 1.1 "Subscription"** means the Client's paid, recurring right to access and use the Platform on the plan selected.
- 1.2 "Support Services"** means assistance with the use, configuration and troubleshooting of the Platform, delivered online in accordance with clause 3.
- 1.3 "Training"** means instruction, demonstration and guidance provided to the Client's personnel to enable them to operate the Platform themselves.
- 1.4 "Client Account"** means the Client's tenant, workspace and data held within the Platform.
- 1.5 "Visit Service"** means any service attended in person at the Client's premises or any other location, as distinct from services delivered online.

2 SUBSCRIPTION AND CONTINUITY OF SERVICE

- 2.1** The Client subscribes to the Platform on a recurring basis. For as long as the Subscription remains active and the applicable fees are paid, Zimozo will provide the Platform together with the ongoing Support Services and Training described in this Agreement.
- 2.2** Support and Training are **included** in the Subscription and are not separately charged, except for Visit Services and the excluded items listed in clause 8.

2.3 The Subscription includes platform updates, fixes and improvements released by Zimozo to its subscribers generally, at no additional charge.

2.4 There is no cap on the number of support requests the Client may raise, provided requests relate to the Client's ordinary use of the Platform and are made through the channels in clause 3.

3 SERVICES ARE DELIVERED ONLINE

3.1 All Support Services and Training included in the Subscription are provided **online only**. This includes remote assistance by telephone, WhatsApp, email, support ticket, chat, screen-share and remote-guidance sessions, through the channels notified by Zimozo from time to time.

3.2 Online delivery is the standard and default method of service under this Agreement. The Client acknowledges that the Subscription fee is calculated on the basis of online delivery.

3.3 Support Services are available during Zimozo's published service hours. Requests received outside those hours will be attended to on the next working day.

4 ON-SITE (VISIT) SERVICES ARE CHARGEABLE

4.1 On-site attendance is **not included** in the Subscription. If the Client requests a Visit Service, it will be charged separately at the rates below.

4.2 Visit charges are based on the location of the visit:

Zone	Location	Charge per visit
Zone 1	Colombo	LKR 5,000.00
Zone 2	Near outstation (approx. within 50 km)	LKR 10,000.00
Zone 3	Outstation (approx. 50-150 km)	LKR 25,000.00
Zone 4	Distant / overnight (beyond approx. 150 km)	LKR 30,000.00

Zone 4 visits are additionally subject to accommodation at cost. A standard visit covers a reasonable period on site; substantially longer attendance may be quoted separately.

4.3 Zimozo will confirm the applicable zone and the exact charge to the Client **before** a visit is scheduled, and the visit will proceed only once the Client has approved that charge in writing (email or message is sufficient).

4.4 A visit cancelled by the Client at short notice may be charged in full or in part.

5 TRAINING-LED SUPPORT MODEL AND ACCOUNT PRIVACY

This clause records how Zimozo works with the Client, and is a fundamental term of this Agreement.

5.1 Zimozo teaches; the Client operates. Zimozo will explain, demonstrate and guide the Client's personnel on any function of the Platform that the Client asks about. The Client's personnel are responsible for carrying out the resulting work inside the Client Account.

5.2 Phase 1 — Onboarding (assisted). During the initial onboarding period of **thirty (30) days from go-live**, Zimozo will both train the Client's personnel and assist hands-on with initial setup and configuration, so that the Client is brought to a working state.

5.3 Phase 2 — Ongoing (guidance only). After the onboarding period, Zimozo's role is to teach and guide. Day-to-day operational work — including data entry, transactions, product and price changes, stock adjustments, user administration and routine configuration — is performed by the Client's own personnel. Zimozo will show the Client how to do it, as often as reasonably required, but will not do it on the Client's behalf.

5.4 Why this applies — account privacy. Each Client Account contains the Client's own confidential commercial data, including sales, pricing, customer and financial information. To protect that confidentiality and the integrity of the Client's records, Zimozo maintains a strict separation and does not transact within, alter or extract the contents of the Client Account in the ordinary course. Responsibility for what is entered and changed in the Client Account rests with the Client.

5.5 Exceptions. Zimozo may access or act within the Client Account only where (a) the Client specifically requests and authorises it in writing for an identified task; (b) it is necessary to investigate or fix a fault, error or technical defect in the Platform; or (c) it is required by law. Access under (a) or (b) is limited to what is necessary for the stated purpose.

5.6 Where the Client asks Zimozo to perform operational work that falls outside clause 5.5, Zimozo may decline, or may offer to carry it out as a separately quoted chargeable service at the Client's written request and risk.

5.7 Training is provided on the Platform's functionality. It does not constitute accounting, tax, legal, audit or business advice, and the Client remains responsible for the accuracy of its own records and for its statutory and regulatory obligations.

6 FEES, BILLING AND PAYMENT

6.1 The Client shall pay the Subscription fee for the plan selected at registration, in the currency and at the intervals applicable to that plan.

6.2 Subscription fees are payable in advance of each billing period. Visit Services and other chargeable work are invoiced after delivery unless agreed otherwise.

6.3 Zimozo may charge interest or a late fee on overdue amounts, and may suspend access in accordance with clause 14.4.

6.4 All fees are exclusive of taxes and government levies, which the Client shall pay in addition where applicable.

6.5 Zimozo may revise the Subscription fee on not less than thirty (30) days' written notice, effective from the next renewal period. If the Client does not accept the revision, it may terminate at the end of the then-current period.

7 CLIENT RESPONSIBILITIES

- Provide accurate information and a nominated primary contact for support and training.
- Ensure its personnel attend the training reasonably necessary to operate the Platform.
- Perform its own day-to-day operations within the Client Account, in line with clause 5.
- Keep login credentials secure and control which of its personnel hold which permissions. The Client is responsible for all activity carried out under its user accounts.
- Maintain the internet connectivity, devices, browsers and peripherals (such as printers and scanners) needed to use the Platform.
- Check the accuracy of its own data, and comply with all laws applicable to its business and its data.

8 WHAT IS NOT INCLUDED

Unless separately agreed and quoted in writing, the Subscription does not include:

- On-site or in-person attendance of any kind (see clause 4).
- Performing the Client's day-to-day operational work inside the Client Account (see clause 5).
- Bespoke software development, custom modules, or changes to the Platform requested by the Client.
- Bulk data entry, data capture, data cleansing or migration from other systems.
- Supply, installation, repair or support of hardware, networks, printers or third-party software.
- Integration with, or fault resolution in, third-party systems and services.
- Recovery of data lost as a result of the Client's own actions, deletions or misuse.
- Training or support for persons who are not the Client's personnel.

9 DATA, PRIVACY AND CONFIDENTIALITY

- 9.1** As between the parties, all data entered into or generated within the Client Account belongs to the Client. Zimozo claims no ownership of it.
- 9.2** Zimozo will keep the Client's data and business information confidential and will not disclose it to any third party, except with the Client's consent, to its personnel and sub-processors who need it to deliver the services and are bound by equivalent obligations, or as required by law.
- 9.3** Zimozo will not use the Client's data for any purpose other than providing and supporting the services, save that Zimozo may use aggregated, anonymised statistics that do not identify the Client or any individual.
- 9.4** Each party shall keep confidential the other's non-public information disclosed under this Agreement. This obligation survives termination.
- 9.5** The Client is the controller of any personal data it holds in the Client Account and is responsible for having a lawful basis to collect and process it. Zimozo processes such data only on the Client's instructions.

10 DATA RETENTION, BACKUP AND EXPORT

- 10.1** Zimozo will take routine backups of the Platform in line with its standard practice. The Client remains responsible for exporting and retaining its own records where it requires an independent copy.
- 10.2** On termination, the Client may request an export of its data within a reasonable period. After that period, Zimozo may delete the Client Account and its contents.

11 AVAILABILITY, WARRANTIES AND DISCLAIMERS

- 11.1** Zimozo will use commercially reasonable efforts to keep the Platform available and to provide the services with reasonable skill and care.
- 11.2** The Platform may be unavailable during planned maintenance (for which Zimozo will give reasonable notice where practicable) or as a result of matters outside Zimozo's reasonable control, including internet, hosting, power or telecommunications failures.
- 11.3** Except as expressly stated, the Platform and services are provided without further warranties, whether express or implied, to the fullest extent permitted by law. Zimozo does not warrant that the Platform will be uninterrupted or error-free.

12 LIMITATION OF LIABILITY

- 12.1** Neither party excludes liability for death or personal injury caused by its negligence, for fraud, or for any liability that cannot lawfully be excluded.

12.2 Subject to clause 12.1, Zimozo's total aggregate liability arising out of or in connection with this Agreement, in any twelve (12) month period, shall not exceed the total Subscription fees paid by the Client to Zimozo in that period.

12.3 Subject to clause 12.1, Zimozo shall not be liable for loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, business interruption, or for any indirect or consequential loss, however arising.

12.4 Zimozo is not liable for loss or corruption of data arising from acts or omissions of the Client or its personnel within the Client Account.

13 INTELLECTUAL PROPERTY

13.1 The Platform, its software, design, documentation and all related intellectual property remain the exclusive property of Zimozo. The Client receives a non-exclusive, non-transferable right to use the Platform during the Subscription for its own internal business purposes only.

13.2 The Client shall not copy, resell, sublicense, rent out, reverse engineer or attempt to derive the source code of the Platform, nor allow any third party to do so.

13.3 Training material provided by Zimozo is licensed to the Client for internal use only and may not be redistributed or used to train third parties commercially.

14 TERM, RENEWAL, SUSPENSION AND TERMINATION

14.1 This Agreement begins on the Agreement date and continues for the term of the plan selected, renewing automatically for successive periods of the same length unless terminated.

14.2 Either party may terminate at the end of the then-current period by giving reasonable written notice.

14.3 Either party may terminate immediately if the other commits a material breach that is not remedied within fourteen (14) days of written notice, or becomes insolvent or ceases to trade.

14.4 Zimozo may suspend access where fees remain unpaid after written reminder, or where use of the Platform threatens its security, integrity or lawful operation. Zimozo will restore access promptly once the cause is resolved.

14.5 On termination the Client's right to use the Platform ends, and fees accrued up to the date of termination remain payable. Subscription fees already paid are non-refundable except where required by law or expressly agreed.

15 GENERAL

15.1 Force majeure. Neither party is liable for failure or delay caused by events beyond its reasonable control.

15.2 Assignment. Neither party may assign this Agreement without the other's written consent, which shall not be unreasonably withheld.

15.3 Notices. Notices shall be given in writing to the contact details held for each party; email is sufficient for operational notices.

15.4 Variation. Any variation must be agreed in writing by both parties, save that fees may be revised under clause 6.5.

15.5 Entire agreement. This Agreement is the entire agreement between the parties on its subject matter and supersedes prior discussions and proposals.

15.6 Severability. If any provision is held invalid, the remainder continues in full force.

15.7 Relationship. Nothing in this Agreement creates a partnership, joint venture or employment relationship between the parties.

15.8 Governing law. This Agreement is governed by the laws of the Democratic Socialist Republic of Sri Lanka. The parties submit to the exclusive jurisdiction of the courts of Sri Lanka, and will first attempt to resolve any dispute in good faith between senior representatives.

16 ACCEPTANCE

By ticking the acceptance box during registration, the Client confirms that it has read, understood and agreed to this Agreement, including **clause 4** (visit charges) and **clause 5** (training-led model and account privacy). Electronic acceptance has the same effect as a signature.

A countersigned copy is not required. Where the Client prefers a signed original, the block below may be completed.

For and on behalf of ZIMOZO

For and on behalf of THE CLIENT

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____