

MASTER AGREEMENT · HYPERSYS-MSLA-2026-001

Subscription Services & License Agreement

This Master Subscription Services & License Agreement (the "Agreement") is made between **HYPERSYS Solutions Ltd** ("HYPERSYS", "Provider"), the owner, developer and operator of the HYPERSYS software products, and the customer identified on an executed Order Form ("Customer"). Each Order Form incorporates this Agreement by reference.

1. Definitions

"Services" means the HYPERSYS software products made available as a service — HYPERSYS Nexus (the ERP suite and its modules: Financials, Procurement, Sales & Billing, HCM, Inventory, Projects, Analytics, BSS/OSS), HYPERSYS Inventory, and HYPERSYS Estate — together with hosting, support and updates. "Workspace" means the Customer-dedicated tenant at the URLs listed on the Order Form. "Users" means individuals authorised by Customer to use the Services.

2. License & Right to Use

Subject to payment of the Fees, HYPERSYS grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the subscribed Services during the Term for Customer's internal business operations. All software, source code, product names, logos and documentation are and remain the exclusive property of HYPERSYS Solutions Ltd. Customer data entered into the Services remains the property of the Customer.

3. Services & Availability

HYPERSYS hosts, operates, secures and updates the Services. Target availability is 99.5% monthly, excluding scheduled maintenance (notified in advance where practicable). Each Customer receives a dedicated tenant; activating a subscription provisions the products purchased and onboarding follows the HYPERSYS standard checklist.

4. Fees, Billing & Taxes

Fees are stated on the Order Form, billed monthly in advance in USD unless stated otherwise, payment due net 14 days. Late amounts may attract 1.5% interest per month. Fees are exclusive of VAT and applicable taxes, which are charged at the statutory rate of the Customer's billing country. The dunning schedule (3/7/14 days) applies to failed or overdue payments.

5. Term, Renewal & Termination

The initial term of each subscription is twelve (12) months from the Start Date, renewing automatically for successive 12-month terms unless either party gives 60 days' written notice of non-renewal. Either party may terminate for material breach not cured within 30 days of notice. On termination HYPERSYS will make Customer data available for export for 30 days, after which it may be deleted.

6. Support

Support is included: support@hypersys.ai and the in-app Support menu (Chat, How-To documentation, manuals). Tickets are triaged P1–P3: P1 (platform down / payroll run blocked) — immediate escalation to the on-call engineer; P2 — same business day; P3 and feature requests — product backlog with the Customer kept informed. Hours: Mon–Fri 08:00–18:00 WAT/ET.

7. Data Protection & Security

HYPERSYS applies industry-standard safeguards: encrypted transport (TLS), hashed credentials, two-factor authentication, role-based access control, daily backups, and network-level protections. Each party complies with data-protection law applicable to it (including NDPR and, where applicable, GDPR). HYPERSYS processes Customer personal data only to provide the Services.

8. Confidentiality

Each party will protect the other's confidential information with at least the care it applies to its own (and no less than reasonable care) and use it only to perform under this Agreement. This clause survives termination for 3 years.

9. Warranties & Disclaimer

HYPERSYS warrants the Services will perform materially as described in the documentation. Except as stated, the Services are provided "as is" and HYPERSYS disclaims all other warranties to the maximum extent permitted by law.

10. Limitation of Liability

Neither party is liable for indirect, incidental or consequential damages. Each party's aggregate liability under this Agreement is capped at the Fees paid or payable by Customer in the twelve (12) months preceding the event giving rise to the claim. Nothing limits liability for fraud or wilful misconduct.

11. General

This Agreement is governed by the laws of the Federal Republic of Nigeria; disputes are subject to the exclusive jurisdiction of the courts of Lagos State. Neither party may assign without consent (not unreasonably withheld), except to an affiliate or in connection with a merger or sale. Notices go to the addresses on the Order Form and, for HYPERSYS, to sales@hypersys.ai. This Agreement plus its Order Forms are the entire agreement and supersede prior discussions.

For HYPERSYS Solutions Ltd

For Customer (per Order Form)

Signature

Name / Title

Date

Signature

Name / Title

Date