XERPz

Small Business Management ERP

END-USER LICENSE AGREEMENT

Software Source Code Edition

Version 1.0 | Effective Date: March 2026

Preamble

This End-User License Agreement ("Agreement" or "EULA") is a legally binding contract between you ("Licensee", "you", or "your") and **Alwajeez Tech**, a technology company registered in Jeddah, Kingdom of Saudi Arabia ("Licensor", "we", "us", or "our"), governing your use of the XERPz Small Business Management ERP software source code, compiled binaries, database scripts, Crystal Reports templates, documentation, and all associated materials (collectively, the "Software").

By purchasing, downloading, installing, or using the Software in any form, you acknowledge that you have read, understood, and agree to be bound by all terms of this Agreement. If you do not agree, you must not access or use the Software.

1. Intellectual Property and Copyright Ownership

1.1 Original authorship

The XERPz source code was originally designed and developed by a team of software engineers in Bangladesh. Alwajeez Tech acknowledges the original engineering effort that produced this codebase and has acquired full intellectual property rights to it through a formal commercial assignment agreement.

1.2 Current copyright holder

Alwajeez Tech (Al Hayat Commercial Center, Level-2, Suite #A216, Jeddah, KSA) is the sole and exclusive copyright owner of the XERPz software source code as of the effective date of this Agreement. All prior branding, trade names, or developer identities associated with the original codebase are superseded. The Software is now exclusively distributed, supported, and licensed under the Alwajeez Tech brand.

1.3 All rights reserved

All rights not expressly granted in this Agreement are reserved by Alwajeez Tech. The Software is licensed, not sold. Purchase of a licence grants you a right to use the Software under the terms herein — it does not transfer copyright or any other intellectual property right to you.

2. Licence Grant

2.1 Scope of licence

Subject to your payment of the applicable licence fee ($499 USD, one-time) and continued compliance with this Agreement, Alwajeez Tech grants you a **non-exclusive, perpetual, worldwide, royalty-free licence** to:

- Install and operate the Software for your own internal business management purposes.

- Deploy the Software on behalf of a client as part of a professional services engagement, provided each such deployment is separately licensed.

- Modify, adapt, translate, and create derivative works of the source code for your own use or for client deployment.

- Incorporate the Software as the technical foundation of a white-label SaaS product, provided you do not redistribute the underlying source code as-is to third parties.

- Use AI-assisted development tools (including Claude Code, GitHub Copilot, Cursor, and Gemini) to modify and extend the codebase.

2.2 Licence is per-product, not per-seat

One purchased licence covers one deployment of the Software — for one business entity or one client project. Organisations wishing to deploy the Software across multiple independent entities or resell it to multiple end-clients must purchase a corresponding number of licences, or contact Alwajeez Tech to discuss a multi-deployment commercial arrangement.

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3. Commercial Rights Summary

The following table summarises what you may and may not do with your purchased licence. For any use case not covered here, contact **support@alwajeeztech.com** before proceeding.

Right / Action	Permitted	Conditions
Deploy for internal use	YES	Single legal entity, unlimited users
Deploy for a client (single installation)	YES	One deployment per client engagement
Resell as white-label SaaS product	YES	May rebrand; must not resell the raw source code as-is
Modify and extend source code	YES	Unrestricted — add modules, change UI, integrate APIs
Use AI tools to modify code	YES	Claude Code, Copilot, Cursor, Gemini — all permitted
Redistribute source code (resell verbatim)	NO	Strictly prohibited. See Section 4.

Right / Action	Permitted	Conditions
Sub-license source code to third parties	NO	Each end deployment requires its own purchased licence
Remove copyright notices	NO	All original copyright headers must remain intact
Use for illegal or harmful purposes	NO	Grounds for immediate licence termination

Note: "Resell as white-label SaaS" means you may build a product on top of this source code and charge end-users subscription fees for access to that product. It does not mean you may sell or distribute the XERPz source code files themselves to other developers or organisations.

4. Restrictions and Prohibited Uses

You expressly agree that you will NOT:

• Sell, sublicense, redistribute, publish, or otherwise make available the XERPz source code files (in original or minimally modified form) to any third party for commercial or non-commercial purposes.

• Remove, obscure, or alter any copyright notice, proprietary legend, trademark, or attribution contained in the Software or its documentation.

• Represent that you are the original author or copyright holder of the Software.

• Use the Software to develop, train, or improve any competing ERP product intended for resale of the source code.

• Reverse engineer any compiled portions of the Software beyond what is already provided as open source code.

• Use the Software in any manner that violates applicable laws, regulations, or third-party rights.

Breach of any restriction in this Section 4 constitutes a material breach of this Agreement and entitles Alwajeez Tech to terminate your licence immediately, without refund, and to pursue all available legal remedies.

5. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED **"AS-IS"** AND **"AS DEMONSTRATED"** IN THE LIVE DEMO AVAILABLE AT https://z.alzerp.com. THE SOFTWARE HAS BEEN TESTED AND VERIFIED TO OPERATE AS SHOWN IN THAT DEMO ENVIRONMENT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALWAJEEZ TECH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

• Implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

- Warranties that the Software will be error-free, uninterrupted, or free of security vulnerabilities after modification by the Licensee.

- Warranties regarding the suitability of the Software for any specific regulatory, tax, or compliance framework in any jurisdiction.

You are responsible for evaluating the Software's fitness for your intended purpose. The live demo at https://z.alzerp.com is provided specifically for this purpose and you are strongly encouraged to test all relevant modules thoroughly before purchasing.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALWAJEEZ TECH, ITS DIRECTORS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES — INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL — ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SOFTWARE, EVEN IF ALWAJEEZ TECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In all cases, Alwajeez Tech's total aggregate liability to you shall not exceed the licence fee you paid for the Software ($499 USD).

7. No Refund Policy

The Software is a digital product delivered immediately upon payment. Because delivery occurs instantaneously and cannot be "returned", **all sales are final and the purchase amount is non-refundable**, except where required by mandatory consumer protection laws in your jurisdiction that cannot be contractually waived.

To eliminate purchase risk, Alwajeez Tech provides an unrestricted live demo environment (https://z.alzerp.com) where you may evaluate every feature of the Software before committing to purchase. Licensees are expected to use this demo thoroughly. Purchase constitutes acceptance that the Software meets your requirements as demonstrated.

8. Updates and Version Policy

8.1 No automatic update obligation

Your one-time licence fee does not entitle you to future version updates, feature additions, security patches, or compatibility upgrades. The version delivered upon purchase is the version licensed to you perpetually.

8.2 Updates at Alwajeez Tech's discretion

Alwajeez Tech may, at its sole discretion, make updated versions of the Software available to existing licensees. When offered, such updates may be:

- Provided free of charge as goodwill updates for minor improvements or critical bug fixes.
- Offered at a discounted upgrade price for major version releases.
- Announced via email to the address used at time of purchase, or via https://alwajeeztech.com.

Alwajeez Tech makes no commitment to a release schedule and is under no obligation to maintain backward compatibility between versions.

8.3 Self-modification and maintenance

Because you receive full source code, you are empowered to apply your own patches, security fixes, and feature extensions without waiting for an official update. Alwajeez Tech encourages licensees to leverage AI-assisted tools for this purpose. Modifications made by the Licensee become the Licensee's responsibility and do not affect Alwajeez Tech's obligations under this Agreement.

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9. Technical Support Policy

This licence does not include technical support. Support services are available separately at **$19 USD per hour**, covering server setup, implementation guidance, custom development assistance, and end-user training.

Support is available at: https://alwajeeztech.com/shop/product/exclusive-support-for-project-implementation-19-hr/

For non-urgent technical queries and bug reports, licensees may contact **support@alwajeeztech.com**. Alwajeez Tech will make reasonable efforts to respond within 3 business days but makes no guaranteed response-time commitment under this licence.

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10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the **Kingdom of Saudi Arabia**. Any dispute arising out of or in connection with this Agreement that cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the competent courts in **Jeddah, Saudi Arabia**.

Before initiating any formal legal proceeding, the parties agree to attempt resolution through good-faith negotiation for a period of thirty (30) days following written notice of the dispute.

11. Termination

This Agreement is effective until terminated. Your licence terminates automatically and immediately, without notice, if you breach any term of this Agreement. Upon termination:

- You must immediately cease all use of the Software.
- You must destroy all copies of the Software in your possession, including backups.
- Sections 1, 4, 5, 6, 7, 10, and 11 survive termination indefinitely.

12. Entire Agreement and Amendments

This Agreement constitutes the entire agreement between you and Alwajeez Tech with respect to the Software and supersedes all prior negotiations, representations, warranties, and understandings. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions continue in full force.

Alwajeez Tech reserves the right to amend this Agreement for future purchases. The version of this Agreement in effect at the time of your purchase governs your licence. Amendments do not apply retroactively to existing licensees.

Licensor	Licensee (Acceptance)
Alwajeez Tech Al Hayat Commercial Center, Level-2 Suite #A216, Jeddah, KSA support@alwajeeztech.com +966 55 397 7598 alwajeeztech.com	By completing the purchase of this Software, you confirm that: • You are of legal age to enter into this Agreement. • You have read and understood all terms. • You accept all terms unconditionally. • You have evaluated the Software via the live demo. *Electronic acceptance via purchase constitutes a valid and binding signature.*