

Templafy SaaS Agreement

This Templafy SaaS Agreement (the "Agreement") is made effective as of the date of signature (the "Effective Date") by and between the company executing a Service Order and its Affiliates ("Customer") and Templafy LLC and its Affiliates ("Templafy"). The Agreement consists of the General Terms and Conditions, the Service Level Agreement (Schedule A) and one or more Service Order(s) & General Business Terms.

General Terms and Conditions

1. DEFINITIONS

Unless the context or circumstances clearly suggest otherwise, the following capitalized terms shall have the meanings stated below:

"Affiliate" means any entity, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with another entity, firm, or corporation.

"Authorized User" means an individual who is authorized by Customer to use the Services on Customer's behalf and for whom access to the Services has been purchased hereunder.

"Customer Data" means all information used, processed, or stored by Customer or on Customer's behalf, or provided to Templafy for such processing or storage, as well as any information derived from such information, during Customer's use of the Services.

"Deliverables" means any deliverables provided to Customer, including but not limited to templates, template content, implementation and deployment scripts, and other similar documentation.

"Service Order" means an order form for Templafy Services entered into by Templafy and Customer.

"Services" means the Templafy software-as-a-service offerings set forth in the Service Order.

"Subscription Period" means the period set forth in the General Business Terms.

2. ACCESS AND USE

Templafy grants Customer a non-exclusive, non-transferable right to access and use the Services during the Subscription Period. Each Service Order shall specify the Services, Subscription Period, fees, the total number of Authorized Users and any other relevant details.

3. TEMPLAFY OBLIGATIONS

3.1. Templafy shall provide the Services with due skill and care in accordance with the highest professional standards. Templafy shall use industry standard antivirus software and devices to prevent any viruses, worms, or other malicious computer code that has the effect of disabling or interrupting the operating of a computer system or destroying, erasing, or otherwise harming any data, software, or hardware.

3.2. Templafy represents and warrants that it complies, and shall continue to comply with, all applicable laws, regulations, and ordinances.

3.3. Templafy will maintain adequate insurance coverage against such losses and risks and in such amounts as Templafy believes to be prudent and customary within the businesses in which Templafy is engaged.

4. CUSTOMER OBLIGATIONS

4.1. Customer is responsible for providing its Authorized Users with workstations that allow access to systems on or through which the Services are accessed or used, as is necessary for Templafy to perform the Services.

4.2. Customer represents and warrants that it complies with all applicable laws, rules, and regulations applicable to its use of the Services.

4.3. Customer shall access the Services only to the extent authorized by Templafy, and it shall ensure only Authorized Users access the Services.

- 4.4. Templafy shall not be responsible or liable for the portion of any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of Customer's obligations under this Agreement.

5. INVOICING AND PAYMENT

- 5.1. Unless otherwise agreed in the Service Order, Templafy will issue annual invoices to Customer in advance for each 12-month term during the Subscription Period, and Customer will pay Templafy all Undisputed Fees within 30 days of the date of invoice. An Undisputed Fee means an invoice, or portion thereof, that has been received by Customer, and about which Customer has not in good faith raised concerns within 30 days of the invoice being issued and payment becoming due. Any payments made by Customer shall be nonrefundable, unless otherwise expressly provided herein.
- 5.2. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Templafy's income. Customer is responsible for any fees resulting from or associated with Customer's requirement that Templafy use a third-party billing agent, portal or system.

6. OWNERSHIP OF DATA

- 6.1. Customer shall retain, and have all ownership, rights, title, and interest in and to, all Customer Data. No right, title, or interest in or to Customer Data whatsoever shall be transferred to Templafy by virtue of the Services, the Service Order or otherwise. Customer is solely responsible for the content, quality and accuracy of Customer Data as made available by Customer; and for ensuring that such Customer Data complies with applicable laws and regulations including, but not limited to, the EU General Data Protection Regulation (2016/679).
- 6.2. Templafy shall retain and have all ownership, rights, title, and interest, including all intellectual property rights, in and to the Services and all software, improvements, enhancements and modifications thereto, including but not limited to, all models, methodologies, tools, procedures, documentation, know-how and processes that Templafy will use in delivering the Services and producing the Deliverables.
- 6.3. Templafy may use Customer Data for security and operations management and to improve and enhance our Services.

7. INDEMNIFICATION

- 7.1. Templafy shall defend and indemnify Customer against all direct losses, liabilities, damages, costs, and expenses ("Losses") incurred by Customer resulting from any action or claim from a third party that the Services, or Customer's use of the Services in accordance with this Agreement, infringe or misappropriate such third party's intellectual property rights.
- 7.2. Customer shall defend and indemnify Templafy against all direct Losses incurred by Templafy resulting from any action or claim from a third party that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights.
- 7.3. The above obligations for Templafy to defend and indemnify will not apply in the event that a claim arises from or relates to: (i) use of the Services not in accordance with the Agreement; (ii) Customer's use of the Services in violation of applicable laws; (iii) any modification, alteration or conversion of the Services not created or approved in writing by Templafy; or (iv) Customer's gross negligence or willful misconduct; or (v) Customer's use of third party services, systems, applications or programs.
- 7.4. Each party's obligations according to this Section 7 are subject to informing the indemnifying party of the alleged infringement or misappropriation as soon as reasonably practicable after becoming aware of the same and that the indemnified party takes no prejudicial action, including admitting liability or proposing settlement. Each party shall have sole discretion and authority to negotiate, settle, litigate, or otherwise dispose of the alleged infringement or misappropriation.
- 7.5. If any part of the Services becomes subject to a claim of infringement for which Templafy must indemnify Customer as described above, Templafy may at its option and expense attempt to remedy the infringement by: (i) procuring the right for Customer to continue to use the Services, or (ii) modifying or replacing the Services

so that it becomes non-infringing. If Templafy determines that neither alternative is reasonably available, Provider may terminate the affected Service Order and provide Customer with a pro-rata refund of any unused pre-paid fees paid for the period following termination.

- 7.6. This section states the sole liability and the exclusive remedy of each party with respect to any indemnification claims arising out of or related to this Agreement.

8. LIMITATION OF LIABILITY

- 8.1. Exclusion of Damages: EXCEPT FOR: (I) A PARTY'S INDEMNIFICATION OBLIGATIONS ARISING FROM INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS PURSUANT TO SECTION 7, (II) FRAUD OR WILFUL MISCONDUCT BY EITHER PARTY, OR (III) BREACH OF CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, SALES, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, GOODWILL, REPUTATION OR THE COST OF SUBSTITUTE SERVICES OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 8.2. Total Liability. IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION AND USE OF THE SERVICES EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO TEMPLAFY IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9. CONFIDENTIALITY

- 9.1. During the term of the Agreement, either party may disclose (the "Disclosing Party") to the other party (the "Receiving Party") know-how, information, ideas, or materials of a technical or creative nature, designs and specifications, computer source and object code, and other materials and concepts relating to either party's products, services, processes, technology or other intellectual property rights, orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information (collectively "Confidential Information"). Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 9.2. The Receiving Party will use the same degree of care to protect the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information (but not less than reasonable care). The Receiving Party may disclose Confidential Information of the Disclosing Party to (i) professional advisors where necessary and (ii) to the extent compelled by law, provided the Receiving Party gives the Disclosing Party prior notice of compelled disclosure, to the extent legally permitted.
- 9.3. The Parties agree that the Disclosing Party may suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of the Agreement, and that the Disclosing Party shall be entitled to seek injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages to the extent legally possible from the relevant jurisdiction.

10. DATA SECURITY

- 10.1. Templafy shall (i) maintain commercially reasonable administrative, technical and physical safeguards designed for the protection, confidentiality and integrity of Customer Data, and that meet or exceed the requirements of prevailing industry standards or an applicable third party security assurance standard such as ISO 27001, SOC 2 or ISAE 3402 and the terms of the Data Processing Agreement at <https://www.templafy.com/data-processing-agreement/> posted as of the Effective Date are hereby incorporated by reference; and (ii) access and use Customer Data solely to perform its obligations in accordance with the terms of the Agreement, and as otherwise expressly permitted in this Agreement.

- 10.2. Upon Customer's written request to security@templafy.com, Customer will have the right, at its sole expense, during normal business hours and with reasonable advance notice (not less than 30 days, or 5 days in the event of the occurrence of any Information Security or Data Breach Incidents) to perform an assessment, audit, examination, or review of all controls in Templafy's physical and/or technical environment in relation to any Customer Data being handled pursuant to the Agreement.

11. TERMINATION

- 11.1. Either party may terminate the Agreement and any related Service Order upon written notice with immediate effect in the event that (1) the other party materially breaches its obligations under this Agreement, and: (i) such breach is incapable of remedy; (ii) if the breach is capable of remedy, and the party does not remedy the breach within thirty (30) days of receiving notice from the other party of such breach; or (2) the other party becomes bankrupt, ceases payments, applies for company reconstruction, goes into liquidation or otherwise may be considered to be insolvent. Termination must be made in writing in order to be valid.
- 11.2. Effect of expiration or termination: Upon expiration or earlier termination of this Agreement, Customer and its Authorized Users shall immediately discontinue use of the Services and shall, as applicable, delete, destroy or return all copies of the Services, or components thereof, including any source code relating thereto, from their computer systems.

12. GENERAL PROVISIONS

- 12.1. The Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter and supersedes all prior understandings or agreements, both written and oral. In the event of any inconsistency between the Service Order and General Business Terms and these General Terms and Conditions, the Service Order and General Business Terms govern.
- 12.2. Neither party may assign any of its rights or obligations under the Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign any and all of its rights and obligations under the Agreement to a successor in interest in the event of a merger or acquisition or to an affiliate, upon written notice to the other party.
- 12.3. In no event shall either party be liable to the other party for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, epidemic, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- 12.4. No amendment to or modification of the Agreement is effective unless it is in writing and signed by an authorized representative of each party.
- 12.5. Customer's physical address will determine the Templafy entity entering into the Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with the Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, as set out below:
- 12.5.1. Denmark and Rest of World. For Customers located in Denmark, European countries not covered by other region-specific terms, North and South America, Asia Pacific (excluding Australia and New Zealand), and any other jurisdiction not covered by the region-specific terms below (Rest of World), the Agreement is governed by the laws of Denmark and each party irrevocably submits to the exclusive jurisdiction of Danish courts in the event of any suit, action, or proceeding. The Parties specifically exclude the United Nations Convention on Agreements for the International Sale of Goods from this Agreement.
- 12.5.2. US, North and South America, and Asia Pacific. For Customers located in the United States, the following terms apply: This Agreement is governed by the laws of the State of New York and the United States, and each party irrevocably submits to the exclusive jurisdiction of such courts in the event of any suit, action, or proceeding.
- 12.5.3. Germany, Austria, and Switzerland ("DACH"). For Customers located in DACH, the following terms apply: This Agreement is governed by the laws of Germany and each party irrevocably submits to the exclusive jurisdiction of such courts in the event of any suit, action, or proceeding.

- 12.5.4. Netherlands. For Customers located in the Netherlands, this Agreement is governed by the laws of the Netherlands and each party irrevocably submits to the exclusive jurisdiction of such courts in the event of any suit, action, or proceeding.
- 12.5.5. Australia and New Zealand. For Customers located in Australia and New Zealand, this Agreement is governed by the laws of Australia and each party irrevocably submits to the exclusive jurisdiction of such courts in the event of any suit, action, or proceeding.
- 12.5.6. UK, IE, Middle East, Africa, Russia, and India. For Customers located the Republic of Ireland, the United Kingdom, British Crown Dependencies, British Overseas Territories, Middle East, Africa, Russia, and India this Agreement is governed by the laws of England and each party irrevocably submits to the exclusive jurisdiction of such courts in the event of any suit, action, or proceeding.

The following schedules are attached to and an integral part of the Agreement:

Schedule A – Service Level Agreement

Schedule A: Service Level Agreement

This Service Level Agreement ("SLA") is attached to and made a part of the Agreement.

1. Availability:

- 1.1. Templafy provides Customer access to each Service 24x7 with availability of at least 99.5% (the "Availability Commitment"). Availability is measured separately for each applicable Service.
- 1.2. "Availability" is $((\text{total minutes in a calendar month} - \text{total minutes of Service Outage for a Service}) / \text{total minutes in that calendar month}) \times 100$.
- 1.3. "Service Outage" means an event that renders each Service unavailable to all of Customer's users, excluding Scheduled Downtime or Excluded Downtime, measured from the time that Customer submits a request for support for such Service Outage to Templafy at <https://support.templafy.com>.
- 1.4. "Scheduled Downtime" means scheduled infrastructure changes to the Services. Scheduled Downtime will occur during non-core business hours (4-6AM EST) or upon advance notice to Customer.
- 1.5. "Excluded Downtime" means downtime caused by factors outside of Templafy's reasonable control, including any force majeure event, internet services unavailability outside of Templafy's platform, any downtime resulting from outages of third-party connections or utilities, and actions or inactions of Customer.
- 1.6. If Templafy does not meet the Availability Commitment, Customer may request an SLA credit (the "Credit") in accordance with the following table:

Availability Commitment	Credit
99.5% - 99%	2%
98.9% - 98%	4%
Less than 97.9%	6%

- 1.7. To request Credit, Customer must file a request with Customer's account representative within thirty (30) days after the suspected calendar month at issue. Templafy will issue Credit when Templafy validates the request based on Templafy's data and records. Credit will be applied to a future invoice for Services under the Agreement.

2. Support

- 2.1. Customer will direct all support requests to <https://support.templafy.com> (the "Support").
- 2.2. Customer will reasonably self-diagnose each support issue with a severity level designation in accordance with the definitions herein and specify its recommendation to Templafy in its support request email. Templafy will validate the severity designation and notify Customer of any adjustments higher or lower.
- 2.3. Templafy will respond to each support request 24x5 and will work diligently to resolution of the issue taking into consideration its severity and impact on Customer's business operations. A resolution may consist of a workaround, fix, delivery of information or other reasonable solution to the issue. If Templafy resolves the support request by way of a workaround accepted by Customer, the severity level may be reduced.
- 2.4. Following a support request, Customer will respond to Templafy's requests for additional information and implement recommended solutions in a timely manner. For Severity 1 and 2 issues, Customer will remain reasonably accessible for troubleshooting until the issue is resolved.

Type	Definition	Response Time
Severity 1	An error that disables or materially impairs the major function of the Service or Customer's use of any major function of the Service and affects every user in Customer's tenant.	2 hours
Severity 2	An error that impacts major functionality and results in significant performance degradation and affects some users.	4 hours
Severity 3	A partial, non-critical loss of use of the service with a medium-to-low impact on Customer's business.	8 business hours
Severity 4	Minor functions fail or performance is slow for some users.	24 business hours