

Templafy SaaS Agreement

The Templafy SaaS Agreement consists of the General Terms and Conditions, the Templafy Service Level Agreement (Schedule A), one or more Service Order(s) & Business Terms (Schedule B), the Data Processing Agreement, and any Addendum (Schedule D), and constitutes an agreement (the "Agreement") between the Client and Templafy (each a "Party" and collectively, the "Parties") that governs the relationship with respect to Templafy's software-as-a-service offering.

General Terms and Conditions

1. DEFINITIONS

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

"Authorized User" means an individual who is authorized by Client to use the Services on Client's behalf.

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

"Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the information's nature. Confidential information includes, without limitations, any 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. 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.

"Deliverables" means any deliverables provided to Client, 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 Client.

"Services" means the Templafy software-as-a-service offerings described in the Service Order (Schedule B).

"Subscription Period" means the period described in the Business Terms (Schedule B).

2. ACCESS AND USE

Templafy grants Client a non-exclusive, non-transferable right to use and access the Services during the Subscription Period. Each Service Order shall specify the Services, Subscription Period, fees, 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 shall 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. THE CLIENT'S OBLIGATIONS

- 4.1. Client shall provide its users of the Services with workstations that comply with Templafy's technical requirements, and if applicable, access to systems on or through which the Services are accessed or used, as is necessary for Templafy to perform the Services.
- 4.2. Client shall ensure its compliance with all applicable laws, rules, and regulations applicable to the Services.
- 4.3. Client 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 Client's delay in performing, or failure to perform, any of Client's obligations under this Agreement.

5. INVOICING AND PAYMENT

Unless otherwise agreed in the Service Order, Templafy shall invoice Client in advance for each 12-month payment term during the Subscription Period. Client shall pay all Undisputed Invoices within 30 days of the date of invoice, unless otherwise agreed in the Service Order. An Undisputed Invoice means an invoice that has been received by the named contact and address given in writing to Templafy, and which Client has not in good faith raised concerns about the invoice details within 30 days of the invoice being issued and payment becoming due. Any payments made by Client shall, once they are paid, not be refundable, unless otherwise expressly provided herein.

6. OWNERSHIP OF DATA

- 6.1. The Client shall retain, and have all ownership, rights, title, and interest in and to, all Client Data. No right, title, or interest in or to Client Data whatsoever shall be transferred to Templafy by virtue of the Services, the Service Order or otherwise. Client is solely responsible for the content, quality and accuracy of Client Data as made available by Client; and for ensuring that such Client 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 (i) compile statistical and other information related to the performance, operation and use of the applicable Services, and (ii) use data from the applicable Services environment in aggregated form for security and operations management, to create statistical analyses, and to improve and enhance our Services.

7. INDEMNIFICATION

- 7.1. Templafy shall defend and indemnify Client against all directly related losses, liabilities, damages, costs, and expenses ("Losses") incurred by Client resulting from any action or claim from a third-party claiming that such third party's intellectual property rights have been violated, misappropriated, or infringed by Client's use of the Services in accordance with this Agreement.
- 7.2. Client shall defend and indemnify Templafy against all Losses incurred by Templafy resulting from any action or claim from a third-party, claiming that such third party's intellectual property rights have been violated, misappropriated or infringed by the Client Data and/or Templafy's use of the Client Data in accordance with the terms of this Agreement.
- 7.3. Client shall defend and indemnify Templafy against all Losses arising out of Client's breach of its obligations, representations, warranties, or covenants under this Agreement, including Client's use of any program or any third party materials, or applications, including from any virus, work, trojan horse, easter egg, time bomb, spyware, or other similar computer code, file, or program that may be transmitted in connection therewith; and, any event, whether accidental, negligent or intentional, involving an actual compromise of the security, confidentiality, or integrity of Client Data, including but not limited to, any unauthorized access or use by a known or unknown third party.

- 7.4. 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) Client'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) Client's gross negligence or willful misconduct.
- 7.5. Templafy's obligations according to this Section 7 are subject to the Client informing Templafy of the alleged infringement or misappropriation as soon as reasonably practicable after becoming aware of the same and that Client takes no prejudicial action, including admitting liability or proposing settlement. Client agrees that Templafy shall have sole discretion and authority to negotiate, settle, litigate, or otherwise dispose of the alleged infringement or misappropriation.
- 7.6. If any part of the Services becomes subject to a claim of infringement for which Templafy must indemnify Client as described above, Templafy may at its option and expense attempt to remedy the infringement by: (i) procuring for Client the right to continue to access and use the Services, (ii) replace or modify the Services so that it becomes non-infringing; or (iii) terminate the affected Service Order and provide Client with a pro-rata refund of any unused pre-paid fees paid for the period following termination.
- 7.7. This section 7 states the sole liability of Templafy and the exclusive remedy of Client with respect to any indemnification claims arising out of or related to this Agreement.

8. LIMITATION OF LIABILITY

- 8.1. Except for liability as set forth in Sections 6, 7.1, 7.2 and 7.3, in no event will either Party's maximum aggregate liability arising out of or related to the Agreement, regardless of the cause of action and whether in contract, tort (including negligence), warranty, indemnity or any other legal theory, exceed the total amount paid or payable to Client under the Agreement during the twelve (12) month period preceding the date of initial claim.
- 8.2. Neither Party will have any liability to the other Party for any loss of profits or revenues, loss of goodwill, or for any indirect, special, incidental, consequential or punitive damages arising out of, or in connection with the Agreement.

9. CONFIDENTIALITY

- 9.1. The Receiving Party will use the same degree of care to protect confidentiality of Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own Confidential Information (but not less than reasonable care). The Receiving Party may disclose Confidential Information of Disclosing Party (i) professional advisors where necessary and (ii) to the extent compelled by law, provided Receiving Party gives Disclosing Party prior notice of compelled disclosure, to the extent legally permitted.
- 9.2. The Parties agree that the Disclosing Party will 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 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) develop, implement, maintain, monitor and, where necessary, update a comprehensive, written information security program that contains appropriate administrative, technical and physical safeguards to protect the confidentiality, availability and integrity of Client Data and that meets or exceeds 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 the Client 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 Client's written request to security@templafy.com, Client 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 Client Data being handled pursuant to the Agreement.

11. TERMINATION

Either Party may terminate the Agreement and any related Service Order upon written notice with immediate effect in the event that (i) the other Party materially breaches its obligations under this Agreement, and 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 notice from the other Party of such breach; or (iii) 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.

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 Business Terms and these General Terms and Conditions, the following order of precedence governs: (i) first, the Service Order and Business Terms; (ii) second, these General Terms and Conditions; and (iii) third, any other Schedules or Addenda that have been incorporated in the Agreement.
- 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. Client'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 Clients 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 Clients 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 Clients 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 Clients 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 Clients 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 Clients 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, where applicable, form an integral part of the Agreement:

Schedule A – Technical Support Scheme

Schedule B – Service Order

Schedule C– Data Processing Agreement

Schedule D – Amendment(s)

Schedule A: Templafy Service Level Agreement

This Templafy Service Level Agreement ("SLA") between Templafy ("Templafy") and users of the Templafy Services ("Customer") governs the use of the Services under the Agreement.

1. Templafy Service Commitment: 99.5% Uptime

- 1.1. Templafy will use commercially reasonable efforts to make the Templafy Services running in Web Apps on the API available with a Monthly Uptime Percentage of at least 99.5% during any monthly billing cycle (the "Service Commitment").
- 1.2. All requests from Customer regarding technical support will be directed to the following email: support@templafy.com (the "Support").
- 1.3. The Support may be used by the Customer to report errors in the solution, and for technical assistance in connection with the operation of the Service. The Support will be provided twenty-four five (24/5) in accordance with the severity levels listed in Section 3.
- 1.4. The Response Time refers to how quickly Support will respond to a technical issue being raised. Actual Support response times can be significantly faster than indicated below.

2. SLA Exclusions

The Service Commitment does not apply to any unavailability of the Services:

- 2.1. Caused by factors outside of Templafy's reasonable control, including any Force Majeure event, Internet access, or problems beyond the demarcation point of the Templafy network;
- 2.2. That results from any unauthorized changes to or modifications to the Services;
- 2.3. That results from the equipment, software or other technology of Customer or any third party, including Microsoft Azure (other than third party equipment within Templafy's direct control);
- 2.4. That results from any technical complications or errors regarding the Services' integration with other software, where the integration was not performed by the Templafy or was conducted without following the Templafy's instructions;

If Customer receives Support from Templafy for any unavailability of the Service resulting from Sections 2.1—2.4 above, Templafy will charge Customer for the Support at the hourly rate for consultancy as described in the Service Order.

3. Severity Levels

Templafy and Customer agree to use the following severities:

Severity	Response time	Description	Escalation	Used in the following cases
1. Fatal Defect	6 hours from receipt of the error report	Templafy begins to analyze the error regardless of whether the error is directly attributable to the Service. The support must be conducted in cooperation with Customer or a person assigned by the Customer. The work continues ceaselessly to circumvent the error, after which downgrading to Severity 2 can happen.	If Customer or Templafy do not see progress, either party can escalate to management level in both companies.	The solution cannot be used by any of Customers' users.
2. Material Defect	12 hours from receipt of the error report	Templafy prioritizes the support task (within daily working hours) to circumvent the error, after which downgrading to Severity 3 can happen.	If Customer or Templafy do not see progress, either party can escalate to management level in both companies.	A significant number of users cannot use the solution.
3. Standard Defect	24 hours from receipt of the error report	Templafy prioritizes the support task (within daily working hours) to circumvent the error, after which	If Customer or Templafy do not see progress, either party can escalate to	A few users cannot use the solution.

		downgrading to Severity 4 can happen.	Service Owner (Customer) or Supplier (Templafy).	
4. Trivial defect	36 hours from receipt of the error report	Templafy is working on the task assignment and releases fixes in bulks.	If Customer or Templafy do not see progress, either party can escalate to Service Owner (Customer) or Supplier (Templafy).	Correction of non-functionally related errors in the solution.