



## **Customer Agreement**

### **Authomize, Inc**

12600 Deerfield Parkway  
Suite 100  
Alpharetta, GA, 30004

### **Customer**

Customer Name:  
Address:

Point of Contact:  
Email Address:  
Phone Number:

### **Terms & Conditions**

- [Authomize SaaS Subscription Agreement License Agreement](#) – Exhibit A.
- [Authomize Data Processing Agreement](#) – Exhibit B.

**Confidentiality:** All information contained in this Agreement is considered proprietary and confidential to Authomize.



### Authomize SaaS Subscription Agreement License Agreement – Exhibit A

THIS AGREEMENT IS ENTERED INTO BETWEEN AUTHOMIZE INC. ("AUTHOMIZE"). AND YOUR ORGANIZATION ("CUSTOMER") AS OF THE EFFECTIVE DATE (AS DEFINED BELOW). IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY, GOVERNMENT AGENCY, OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR IF THE INDIVIDUAL DOES NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE AND/OR THE FREE TRIAL SERVICE. THIS AGREEMENT WILL ALLOW CUSTOMER TO PROCURE SOFTWARE-AS-A-SERVICE PRODUCTS OR SERVICES, OBTAIN SUPPORT AND/OR OTHER PROFESSIONAL SERVICES.

- 1. License.** Subject to the terms and conditions of this Agreement and the full payment of the Subscription Fees (as defined below), during the Term (as defined below) Company hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to remotely access (i.e., on a SaaS basis) the software (the "**Software**") and use it for internal purposes. Unless otherwise indicated, the term "**Software**" also includes any documentation ("**Documentation**") provided to the customer in connection with the operation of the Software.
- 2.** Customer may only use the Software in accordance with the Documentation, subject to the use limitations indicated in the Order Form and applicable laws. "**Order Form**" means the order form attached herein.
- 3. Services.** In addition to the abovementioned licenses, we may provide services, as detailed in the Order Form as well as Support and maintenance services in accordance with our Service Level Agreement available at [www.authomize.com](http://www.authomize.com). The Software, services detailed in the Order Form and the service provided under the SLA shall collectively be referred to as the "**Services**".
- 4. Subscription Fees.** In consideration of the Services, the customer shall pay the applicable, non-refundable subscription fees set forth in the applicable Order Form, in accordance with this agreement and the Order Form. If not otherwise specified on the Order Form, the fees will be due within thirty (30) days of the invoice. Unless otherwise specifically provided in this agreement, all fees paid and payable to Authomize hereunder are non-cancelable and non-refundable. All fees are based on access rights acquired and not on actual usage. In case customer fails to pay any amount under this agreement, Authomize reserve the right to charge interest at a rate equal to the lesser of: (i) the rate of one and a half percent (1.5%) per month; or (ii) the highest amount permitted by applicable law until customer pays all amounts due. Any failure to pay applicable charges may result in you not having access to some or all of the Services or terminate the customer license with reasonable notice to the customer. The customer agrees to promptly notify us of any changes to billing information. Subscription Fees may be paid either by credit card or by wire transfer. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies, and duties. For all versions of the Services, we reserve the right in the future to charge a fee for features and/or uses which are currently made available free of charge. Customer will not be charged for any such uses of the Services unless they first agree to such charges. **Free Trial Period.** For each subscription to the Software, Company may offer a free trial period starting as mutually agreed by the parties under the Order Form ("**Trial Period**") prior to charging for the Subscription Fees. No Subscription Fees are due from Customer for use of the Software during the Trial Period. Customer acknowledges and agrees that, at the end of the Trial Period, Customer's use of and access to the Software will be automatically subject to payment of the Subscription Fees as set forth in Section 4 above; unless Customer elects to cancel such auto-renewal by providing Company at least two (2) business days prior to the end of the Trial Period, a written notice on its intent not to renew the license beyond the Trial Period (and if no payment or billing information have been provided, Customer shall, and may be required, to provide such information). During the Trial Period: (i) either party may terminate this Agreement at any time, immediately upon written notice to the other, for any reason; and (ii) Company's aggregate liability will in no event exceed one hundred US dollars (USD\$ 100), regardless of any theory of liability, and notwithstanding any provision of this Agreement to the contrary (including without limitation, Section 13). NOTWITHSTANDING ANYTHING TO THE



**CONTRARY IN THIS AGREEMENT, COMPANY WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO FREE TRIALS PERIOD.**

**Permitted Users.** The Software may be accessed solely by Customer's employees or service providers who are explicitly authorized by Customer to use the Software (each, a "**Permitted User**"). Each Permitted User shall be bound by written terms and conditions writing at least as restrictive as those contained in this Agreement and Licensee shall be liable for any breach of the terms of this Agreement by the Permitted User. Unauthorized access or use of the Software must be immediately reported to the Company.

**Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of the Company, Customer must not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Software (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer's rights under this Agreement with any third party; (iii) use any "open source" or "copyleft software" in a manner that would require the Company to disclose the source code of the Software to any third party; (iv) disclose the results of any testing or benchmarking of the Software to any third party; (v) disassemble, decompile, reverse engineer or attempt to discover the Software's source code or underlying algorithms; (vi) use the Software in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (vii) remove or alter any trademarks or other proprietary notices related to the Software; (viii) circumvent, disable or otherwise interfere with security-related features of the Software or features that enforce use limitations; (ix) export, make available or use the Software in any manner prohibited by applicable laws (including without limitation export control laws); and/or (x) transmit any malicious code (*i.e.*, software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or Software, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with our Software.

5. **Professional Services.** The following terms and conditions shall apply to professional services ("Professional Services") supplied by Authomize to Customer. Customer may purchase Professional Services from Authomize to be performed on a time and material basis. Customer may also purchase directly from Authomize partners.

**5.1 Initial Deployment Services included in Authomize subscription.** Authomize will provide Customer with software access, training, and documentation to self-operate the standard commercially available software a) Authomize will guide and make sure Customer is able to use existing templates of the product. b) Authomize will support Customer to use Authomize available integrations, as defined in company website and documentation, and that Customer is able to use the generic integration components based on the restrictions and documentation. Authomize may limit access to features and services during a proof of concept ('POC'), free trial or in a 'try and buy' process.

**5.2 Scope of Professional Services.** Professional Services beyond Initial Deployment Services will be documented in the sales order or in Statement of Work ("SOW"). The Software provided under this Agreement is not custom software but is standard commercial software and the scope of Professional Services provided hereunder shall consist solely of (i) program planning, (ii) Software deployment assistance, (iii) interface adapter efforts, and/or (iv) formal or non-formal software training. Professional Services provided to Customer by Authomize shall not constitute works for hire.

**5.3 Term of Professional Services.** Professional Services will begin and terminate on the dates or times defined in the sales order or SOW which has been mutually agreed to by Customer and Authomize in writing, unless earlier terminated in accordance with this Agreement.

**5.4 Fees and Expenses.** Fees for Professional Services are defined in the SOW or the sales order. Customer will be invoice on a monthly basis for Professional Services actually performed or in accordance with the payment schedule mutually agreed to and documented in the SOW or sales order. In general, Professional Services will be performed remotely. Professional Services fees exclude reasonable



expenses for travel, food and lodging, directly related to the performance of Professional Services. All actual and reasonable expenses for travel, food and lodging, directly related to the performance of Professional Services shall be paid by Customer and shall be included in the Customer Invoice.

**5.5 Termination or delay of Professional Services.** Professional Services may be terminated by Customer by giving ten (10) business days prior written notice to Authomize; termination shall be effective ten (10) business days after Authomize's receipt of such notice. If Customer delays the scheduled start of contracted Professional Services, Customer shall reimburse Authomize for any actual costs incurred due to such delay. If Customer terminates Professional Services before the end of the Term of Professional Services engagement, Customer shall pay Authomize for Professional Services completed and travel expenses incurred prior to the effective termination date and reasonable and actual subcontractor costs incurred by Authomize as a result of such delay or termination.

**5.6 Performance Standards.** Authomize's performance of Professional Services under this Agreement will be conducted with standards of practice common in the industry for such services. Authomize will comply with all applicable laws and Customer privacy, customer information, network and safety rules, guidelines, and policies, in the course of performing Professional Services.

**5.7 Consent to Subcontract.** Customer hereby consents for Authomize to subcontract Professional Services to persons or companies qualified and certified by Authomize to provide services on Authomize's behalf.

6. **Personal Data.** To the extent that Customer needs a *data processing agreement*, Customer shall download the Company's Data Processing Agreement ("**DPA**") available on the Company's website and return it signed to Company as described therein.
7. **Warranties.** Each party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.
8. **Intellectual Property Rights.** The Software is the Company's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Software and any and all improvements and derivative works thereof are and shall remain owned solely by Company or its licensors. This Agreement does not convey to Customer any interest in or to the Software other than a limited right to use the Software in accordance with Section 1. Nothing herein constitutes a waiver of the Company's intellectual property rights under any law.

If Company receives any feedback (*e.g.*, questions, comments, suggestions or the like) regarding any of the Services (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and that such shall be considered Company's Confidential Information and Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by the Company at its sole discretion, and that Company in no way shall be obliged to make use of any kind of Feedback or part thereof.

1. Any anonymous information, which is derived from the use of the Services (*i.e.*, metadata, aggregated and/or analytics information) which is not personally identifiable information ("**Analytics Information**") may be used for providing the Service, for development, and/or for statistical purposes. Such Analytics Information is our exclusive property.
1. As between the parties, Customer is, and shall be, the sole and exclusive owner of all data and information inputted or uploaded to the Service by Customer.
9. **Confidentiality.** Each party may have access to certain non-public and/or proprietary information of the other party, in any form or media, trade secrets and other information related to the products, software, technology, know-how, or business of the other party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no



event less than reasonable care, to protect the other party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, or use of, the disclosing party's Confidential Information. Neither party shall use or disclose the Confidential Information of the other party except for performance of its obligations under this Agreement ("**Permitted Use**"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that it notifies the disclosing party of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing party.

- 10. LIMITED WARRANTIES.** The Company represents and warrants that, under normal authorized use, the Software shall substantially perform in conformance with its Documentation. As the Customer's sole and exclusive remedy and the Company's sole liability for breach of this warranty, the Company shall use commercially reasonable efforts to repair the Software in accordance with the SLA. The warranty set forth shall not apply if the failure of the Software results from or is otherwise attributable to: (i) repair, maintenance or modification of the Software by persons other than the Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Software; (iii) use of the Software other than in accordance with the Software's Documentation; (iv) Customer's failure to implement software updates provided by the Company specifically to avoid such failure; or (v) the combination of the Software with equipment or software not authorized or provided by the Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE AND/OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT AS SET FORTH IN SECTION 8 AND THIS SECTION 12, THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, TITLE, NON- INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE.
- 11. LIMITATION OF LIABILITY.** EXCEPT FOR ANY DAMAGES RESULTING FROM CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY CUSTOMER PURSUANT TO SECTION 1), A PARTY'S BREACH OF SECTION 11 HEREIN, AND/OR COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 14 HEREUNDER; NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA, OR DATA USE.
1. EXCEPT FOR THE COMPANY INDEMNIFICATION OBLIGATION UNDER SECTION 14, ANY DAMAGES RESULTING FROM CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY CUSTOMER PURSUANT TO SECTION 1) AND/OR PARTY'S BREACH OF SECTION 11 HEREUNDER; EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO COMPANY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (INCLUDING THE ORDER FORM).



- 12. Indemnification.** Company acknowledges and agrees to defend, at its expense, any third party action or suit brought against the Customer alleging that the Software, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and the Company will pay any damages awarded in a final judgment against the Customer that are attributable to any such claim, provided that (i) the Customer promptly notifies the Company in writing of such claim; and (ii) the Customer grants the Company the sole authority to handle the defense or settlement of any such claim and provides the Company with all reasonable information and assistance, at Company's expense. The Company will not be bound by any settlement that the Customer enters into without the Company's prior written consent.
1. If the Software becomes, or in the Company's opinion is likely to become, the subject of an IP Infringement Claim, then the Company may, at its sole discretion: (a) procure for the Customer the right to continue using the Software; (b) replace or modify the Software to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite the Company's reasonable efforts, then the Company may terminate this Agreement and in such event accept return of the affected Software and provide a refund for any amount pre-paid by Customer for such returned Software for the remaining unused period of the license. **Notwithstanding the foregoing**, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Software made by a party other than the Company or its designee; (ii) the Customer's failure to implement software updates provided by the Company specifically to avoid infringement; or (iii) combination or use of the Software with equipment, devices or software not supplied by the Company or not in accordance with the Documentation. This Section states the Company's entire liability, and Customer's exclusive remedy, for claims or alleged or actual infringement.
- 13. Term and Termination.**
- 13.1Term.** The term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms have expired or have otherwise been terminated. Subscriptions to the Service commence on the subscription start date and are for a period, as set forth in the applicable Order Form ("**Term**"). Except as otherwise specified in an Order Form, subscriptions to the Service will automatically renew for additional terms of 12 months, unless and until either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the then-current Term.
- 13.2Termination.** Either party **may terminate this Agreement with immediate effect if the other party materially breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof. Upon termination or expiration of this Agreement: (i) Software license granted to Customer under this Agreement shall expire, and Customer shall discontinue any further use and access thereof; (ii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer's or any of its representatives' possession or control; (iii) Each party shall return and/or permanently delete (as instructed by Customer) all Confidential Information of the disclosing party; and (iv) any sums paid by Customer for the period of service actually provided until the date of termination are non-refundable, and Customer shall not be relieved of its duty to discharge in full all due sums owed by Customer to Company under this Agreement until the date of termination or, if the Agreement runs for the entire Term, until expiration hereof. In the event Customer terminates this Agreement resulting from Company's uncured material breach, Company shall promptly refund Customer a prorated amount of any prepaid but unused fees as of the date of such termination. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive. If applicable, Customer shall be responsible to download its Customer Data prior to termination of this Agreement.**
- 14. Miscellaneous.** This Agreement, including the DPA, any Order Forms, and any exhibits attached or referred hereto, represents the complete agreement concerning the subject matter hereof. This Agreement may only be modified in a writing signed by both parties. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this



Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Software by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates. This Agreement shall be governed by and construed under the laws of the State of New York, without reference to principles and laws relating to the conflict of laws. The competent courts of the city of New York, New York shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties. The Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of the Company including but not limited to; war, civil war, riots or insurrections and/or any action, laws, proclamations, ordinances or regulations of any relevant government, strikes, embargo, lockouts, floods, fires, pandemic, epidemic (or similar regional health crisis including the COVID-19 health crisis), explosions, catastrophes and/or acts of God (collectively a “**Force Majeure Event**”). This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.



**Authomize Data Processing Agreement License Agreement – Exhibit B**

Authomize' Data Processing agreements can be found at:

Authomize Data Processing Agreement

(<https://www.authomize.com/data-processing-agreement-addendum-authomize/>)