

Alaigned Terms of Service

These Terms of Service (the “**Terms**”) are between **Alaigned s.r.o.**, with its registered office at Na Strži 2102/61a, 140 00 Prague 4, Czechia, ID No 22500634, VAT ID no CZ22500634, registered with the commercial register at the Municipal Court in Prague under the file No C 417510 (“**Alaigned**”) and the entity identified during the registration process for the Services or identified in the Order form referencing these Terms, or otherwise engaging Alaigned for the provision of Services in a manner that references or incorporates these Terms, including but not limited to via email or other written or electronic communication (“**Customer**”).

BY ACCEPTING THESE TERMS EITHER THROUGH THE SIGNED ORDER FORM OR BY ACCEPTING THE TERMS DURING REGISTRATION, BY ENTERING INTO AN AGREEMENT VIA EMAIL OR OTHER WRITTEN OR ELECTRONIC COMMUNICATION THAT REFERENCES THESE TERMS, OR BY OTHERWISE ENGAGING ALAIGNED TO PROVIDE SERVICES WITH KNOWLEDGE OF THESE TERMS, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND ALL OTHER SUPPLEMENTAL TERMS ATTACHED HERETO OR REFERENCED HEREIN WHICH ALL TOGETHER CONSTITUTE THE “**AGREEMENT**”. IF YOU DO NOT HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, OR IF THE CUSTOMER DOES NOT AGREE WITH THESE TERMS, NEITHER YOU NOR THE CUSTOMER MAY USE THE SERVICES, AS DEFINED BELOW. BY ACCEPTING THESE TERMS, YOU CONFIRM THAT YOU ARE ACTING IN YOUR BUSINESS CAPACITY. THE SERVICES ARE INTENDED SOLELY FOR BUSINESS USE AND ARE NOT DESIGNED, MARKETING, OR SUITABLE FOR CONSUMER PURPOSES.

1. **Definitions.**

All capitalized terms not otherwise defined herein will have the meaning set forth below.

- 1.1. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity; for purposes of this definition, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. “**Alaigned Materials**” means documentation made generally available by Alaigned relating to the features, functions, and use of the Subscription Services, and any other materials provided through the Services that are created by Alaigned, such as One Pager forms, etc.

- 1.3. **"Alaigned Technology"** means collectively or individually the computer software programs identified in the applicable Order for which Alaigned is providing access via the Subscription Services, Trial Services, Previews, deliverables by Professional Services, Usage Data, and all derivatives thereof.
- 1.4. **"Authorized Users"** means employees of Customer or its Affiliates, authorized by Customer to access the Subscription Services through **"User Account"**.
- 1.5. **"Consulting Partner"** means any entity or individual contractor, approved by Alaigned, with a special "Consultant Account" under which it may assist Customer upon their request with set up or operation of the Subscription Services.
- 1.6. **"Customer Content"** means any information and materials provided, entered or uploaded for use by or with the Subscription Services by the Customer or its Authorized Users. Customer Content expressly excludes Usage Data.
- 1.7. **"Order"** means the mutually executed document between the parties incorporating these Terms which describes the Subscription Services and/or Professional Services that Customer purchases from Alaigned in accordance with these Terms.
- 1.8. **"Personal Data"** means Customer Content that is "personal data," "personal information," "personally identifiable information," or an equivalent term, as defined by applicable data protection laws that apply to the processing activities under the Agreement (including, where applicable, EU General Data Protection Regulation 2016/679 ("GDPR") and any applicable national laws made under the GDPR).
- 1.9. **"Professional Services"** means separately purchased consulting services performed by Alaigned, as may be requested from time to time and as described in an Order, which may be subject to additional terms.
- 1.10. **"Services"** means Subscription Services and Professional Services.
- 1.11. **"Subscription Services"** means the Alaigned application hosting services and related support that Alaigned provides to the Customer under the Agreement.
- 1.12. **"Subscription Term"** means the period for which the Subscription Services are being purchased, set forth on the applicable Order, as may be renewed subject to these Terms.
- 1.13. **"Usage Data"** means any data, information, or statistics collected or generated through the use of the Services by the Customer, including but not limited to data regarding the frequency, patterns, and manner in which the Services are accessed

and utilized, system performance metrics, error logs, user interaction data, and other technical data related to the operation and usage of the Services.

- 1.14. **“User Credentials”** means unique user identification credential and a unique password.

2. **Licenses and Restrictions.**

- 2.1. **Access Rights.** Subject to the terms of the Agreement, Customer will be invited to create a User Account to be able to use Subscription Services. Customer is permitted to allow its Authorized Users to access and use the Subscription Services, including Alaigned Materials during the Subscription Term, in an operating environment hosted by Alaigned, solely for its internal use. Except for the rights expressly granted in this Section, Alaigned and its licensors own and reserve all right, title, and interest in and to the Alaigned Technology and Alaigned Materials and all intellectual property rights therein. Customer shall ensure that its Affiliates and Authorized Users comply with the terms of the Agreement and shall be liable for any noncompliance by its Affiliates and Authorized Users.
- 2.2. **Alaigned Materials.** Customer may make a reasonable number of copies of the Alaigned Materials for its internal use in accordance with the terms of the Agreement. The Alaigned Materials are owned by Alaigned, its licensors, or other providers and are protected by relevant copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Customer must reproduce the unaltered intellectual property rights notice(s) in any full or partial copies that Customer makes of the Alaigned Materials.
- 2.3. **Restrictions on Use of the Subscription Services.** Use of the Subscription Services is subject to specification in the applicable Order. Customer will not (and Customer will not permit any third party to): (i) sell, lease, assign, license, sublicense, distribute, make available or otherwise transfer in whole or in part the Services or any component thereof to any third party; (ii) modify, reverse engineer, or decompile the Alaigned Technology or any component thereof; or attempt to discover or disclose the source code of the Alaigned Technology or any component thereof unless it is provided to Customer in source code form; (iii) encumber, time-share, rent, or lease the rights granted under the Agreement; (iv) remove, obscure, or alter any notice of intellectual property rights present on or in the Alaigned Technology or Alaigned Materials or any component thereof; (v) make any representations or warranties regarding the Alaigned Technology or Alaigned Materials that are false or misleading or which exceed those contained in the Agreement, the Alaigned Materials, or any

marketing materials made available to Customer; (vi) use the Alaigned Technology in a manner that is in violation of any third party rights of privacy or intellectual property rights; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (viii) send or store material containing malware or any other harmful computer code, files, scripts, agents or programs; (ix) permit the concurrent use of a single User Credential; (x) attempt to circumvent, modify, or disable the authentication required to use the Subscription Services, any technical restrictions in the Subscription Services, or any other security measures of the Subscription Services; (xi) conduct a penetration test or a vulnerability scan of the Alaigned Technology; (xii) use the Alaigned Technology to create or distribute unsolicited messages, including but not limited to advertisement, spam, phishing or otherwise fraudulent messages; (xiii) use the Alaigned Technology to participate in or allow for security attacks and/or hacking attempts against Alaigned or a third party or (xiv) publish or otherwise distribute the results of any benchmarking studies related to the Subscription Services to third parties unless Customer provides a copy of its study to Alaigned prior to distribution.

- 2.4. **Special Permissions for Consulting Partners.** Consulting Partners are provided with a special Consultant Account under the agreement. Consulting Partner may set up a tenant for customers, but are expressly prohibited from doing so without prior written approval from Alaigned, and only if Alaigned confirms that there is an agreement between Alaigned and the respective customer.
- 2.5. **Customer Content.** Subject to the terms of the Agreement, Customer hereby grants to Alaigned, its contractors, and its Affiliates a non-exclusive, worldwide, royalty-free right to collect, store, process and disclose the Customer Content solely to the extent necessary for Alaigned to provide the Services or as may be required by law. Except for the rights granted in this Section, Customer owns and reserves all right, title, and interest in and to the Customer Content, and any intellectual property rights therein, respectively. Customer will not process through the Services, and Alaigned will not have any liability to Customer for any data which are subject to special legal regime.
- 2.6. **Feedback.** From time to time, Alaigned may request that Customer may provide Alaigned with verbal and/or written suggestions, comments, testimonials, reviews or other feedback related to existing or prospective Services, including, without limitation, design input, and troubleshooting or other assistance provided in response to support requests (collectively, “**Feedback**”). Customer is not obligated to provide Alaigned with Feedback. To the extent Customer provides Feedback to Alaigned,

Customer hereby grants to Alaigned a perpetual, irrevocable, royalty-free, fully paid, sub-licensable, transferable, non-exclusive, worldwide right and license to exploit the Feedback in any manner without restriction (whether of confidentiality, compensation or otherwise). All Feedback is provided "AS IS" and Customer makes no warranties whatsoever about any Feedback.

- 2.7. **Usage Data.** Usage Data may be collected automatically or through the Customer's interaction with the Services. Alaigned may collect and use Usage Data to (a) provide, analyze, support and improve Alaigned products and services; (b) enforce the rights and obligations in the Agreement; and (c) create and distribute reports and materials about Alaigned products and services. Alaigned will not identify Customer as a source of information for any report or material described in this Section.

3. Subscription Services.

- 3.1. **Support.** As a part of the Subscription Services, the Customer is entitled to receive technical support (solely during Czech business days from 9:00 until 17:00 CET, excluding any Czech public holidays) through the email address support@alaigned.com. Support is provided in Czech or English language. Support includes initial standard set up and walk through the Subscription Services. Any customization or further help with the Subscription Services set up may be subject to additional charge at Alaigned's standard rate for Professional Services. Availability of the support, response times, and accuracy of responses are not guaranteed.
- 3.2. **User Accounts and Activity.** The Customer may either create User Accounts directly or have Alaigned or Consulting Partner to create User Accounts on their behalf. Customer shall ensure that User Credentials are assigned to each Authorized User accessing the Subscription Services and Customer shall be responsible for managing such User Credentials through the Subscription Services interface. Customer shall maintain the confidentiality of User Credentials and shall cause its Authorized Users to maintain the confidentiality of their User Credentials. Customer is responsible for all uses of and activities undertaken with User Credentials registered on Customer's environment. Customer agrees to immediately notify Alaigned of any unauthorized use of User Credentials of which Customer becomes aware. Alaigned reserves the right, in its sole discretion, to deactivate, change and/or require Customer to change User Credentials for any reason and at any time, with or without prior notice.
- 3.3. **Consulting Partners.** Customer may invite Consulting Partner to the Customer's environment under the Subscription Services to assist with the initial setup, implementation or consultancy in relation to the Subscription Services, provided such

Consulting Partners are authorized by Alaigned in advance and have their Consultant Account. The Customer shall not add their Consulting Partner as direct Authorized User under this Agreement. The Customer is solely responsible for any and all activities conducted by the Consulting Partner within the Customer's environment. This includes, but is not limited to, compliance with the terms of this Agreement, any applicable laws, and the protection of Customer's Confidential Information. The Customer shall ensure that any agreement between the Customer and Consulting Partner addresses confidentiality, privacy, and the protection of Customer Content. Alaigned shall not reimburse Consulting Partner for any time, fees, or costs incurred in referring Customer to Alaigned or for assisting the Customer. Any financial arrangements or agreements, including but not limited to payment, confidentiality, and other terms, related to the Consulting Partner's activities done for Customer are solely between the Customer and the Consulting Partner.

- 3.4. **Subscription Services Updates.** Alaigned reserves the right, in its sole discretion, to change or update the Subscription Services from time to time. Alaigned will notify the Customer in advance of changes to the Subscription Services that materially reduce their functionality.
- 3.5. **Previews.** Alaigned may make available to Customer certain products, features, services, software, regions or cloud providers that are not yet generally available and which are labeled as "early access," "beta" or similar (collectively, "**Previews**"). Previews are not Subscription Services and Customer rights with respect to Services will not apply to Previews. Previews may be provided to Customer under separate terms and conditions. In the event of any conflict between the Agreement and the Previews terms, the Previews terms will govern and control solely with respect to the Previews. In the absence of a separate agreement for a Preview, if Alaigned provides Customer with access to a Preview, then Alaigned hereby grants Customer a worldwide, non-exclusive, non-sublicensable, and non-transferable right and license to: (i) access and use the Preview (if any) that is provided by Alaigned as software-as-a-service, solely to internally evaluate the Preview; and/or (ii) install and execute a Preview made available to Customer as downloadable software, solely on machines operated by or for Customer for internal evaluation. Previews, including their features and functionality: (A) are not an official product and have not been commercially released; (B) may not be in final form or be fully functional; (C) may contain errors, design flaws or other problems; (D) may generate or produce inaccurate information or unexpected or incorrect results; (E) may cause loss of data or communications, project delays or other unpredictable damage or loss; (F) may

never be released as a commercial version; and (G) may be discontinued by Alaigned in whole or in part, at any time and without any obligation or liability to Customer.

- 3.6. **Trials.** If Alaigned provides the Customer with any services for free of charge and/or on a trial or evaluation basis ("**Trial Services**"), the Customer may use such Trial Services as if they were "Services" under this Agreement for the purposes of Sections 1. – 4. (excluding 3.1.), 6., 7.2. – 7.4. and 10., however, notwithstanding anything to the contrary in this Agreement, (a) the Trial Services are provided on an "as-is" basis without any indemnification, support, or warranties or representations of any kind; and (b) unless the parties agree to specific term for duration of the Trial Services ("**Trial Term**") in writing, the Trial Term will be 1 calendar month.

4. **Payment and Taxes.**

- 4.1. **Payment of Services Fees.** Customer shall pay Alaigned Services fees set forth on the applicable Order. Services fees are payable in advance and Alaigned will invoice Customer for Services fees on or after the Effective Date specified in the Order. Unless otherwise specified in the Order, invoices are due within 14 days of invoice date. Customer hereby agrees that invoices will be sent exclusively in an electronic form. Following the initial Subscription Term, the Subscription Services fees shall be subject to annual adjustment. Except as otherwise set forth in the Agreement, Services fees are non-refundable. Late payments are subject to default interest equal to the lesser of: (i) one percent (1%) per month; and (ii) the highest rate permitted by applicable law. The right to default interest on late payments does not exclude Alaigned's rights to claim compensation for damages incurred as a result of late payments.
- 4.2. **Taxes.** Customer is responsible for paying all taxes relating to the Agreement. Applicable tax amounts (if any) are not included in the Services fees set forth on any Order.

5. **Confidentiality and Security.**

- 5.1. **Confidentiality.** Receiving party will take all commercially reasonable measures designed to prevent the unauthorized use or disclosure of the disclosing party's Confidential Information, including, at a minimum, those measures the receiving party takes to protect its own confidential information of a similar nature. "**Confidential Information**" means non-public information provided under the Agreement that is identified or labeled at the time of disclosure as or would be reasonably understood

to be confidential and/or proprietary. Confidential Information will include any information regarding a party's financial condition, business opportunities, plans for development of future products, unreleased versions of products, know-how, technology, Customer Content, and User Credentials for the Subscription Services. Alaigned's Confidential Information includes, without limitation, the Alaigned Technology. Confidential Information of Customer includes Customer Content. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the receiving party; (ii) the disclosing party regularly discloses to third parties without restriction on disclosure; (iii) the receiving party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to receiving party; or (iv) is independently developed by the receiving party without use of Confidential Information. Receiving party will use and disclose the Confidential Information only to the extent necessary to fulfill the purposes of the Agreement. Non-disclosure and non-use obligations will remain in full force with respect to Confidential Information for a period of three (3) years after termination of the Agreement except that source code and trade secret will be held in confidence in perpetuity. Receiving party shall be responsible for any breach of the confidentiality terms contained in this Section 5 by any of its directors, officers, employees, Authorized Users (in the case of Customer), Affiliates, contractors and agents. If the receiving party should receive any legal request or process in any form seeking disclosure of disclosing party's Confidential Information, or if the receiving party should be advised by counsel of any obligation to disclose such Confidential Information, the receiving party shall (if allowed by law) provide the disclosing party with prompt notice of such request or advice so that the disclosing party may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, the receiving party shall provide only that portion of the disclosing party's Confidential Information which is legally required to be provided and to use all commercially reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished. Customer shall ensure that Authorized Users are bound by confidentiality obligations consistent with those above.

- 5.2. **Security Procedures.** Alaigned will maintain administrative, physical and technical safeguards reasonably designed for the protection of the confidentiality, integrity and availability of Customer Content as processed in the Services, if applicable, taking into consideration Alaigned's size, resources and nature and scope of its activities. Alaigned will use commercially reasonable efforts to maintain physical and

information security management programs designed to achieve such objectives including procedures designed to protect (i) the security and confidentiality of all Customer Content; (ii) against any anticipated threats or hazards to the security or integrity of Customer Content; and (iii) against unauthorized access to or use of Customer Content that could result in substantial harm to Customer.

- 5.3. **Personal Data Protection.** Customer agrees to the terms and conditions of the Data Processing Addendum available at <https://www.alaigned.com/files/dpa.pdf> which is hereby incorporated herein by reference and governs processing of Personal Data under the Agreement.

6. **Limited Warranties, Warranty Disclaimers, Remedies and Exclusions.**

- 6.1. **Limited Warranty.** Each party warrants that it has the legal authority to enter into the Agreement. Alaigned warrants to Customer that: (i) the Subscription Services will materially conform to the relevant feature and functionality descriptions set forth in the then-current technical documentation; and (ii) Professional Services will be performed in a competent and workmanlike manner in accordance with generally accepted industry standards. Customer's sole and exclusive remedy for Alaigned's breach of these warranties will be Alaigned's provision of support services to remediate the nonconformity and/or re-performance of the Professional Services, as applicable, provided that Customer provides Alaigned with reasonably detailed notice of the breach.
- 6.2. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALAIGNED DOES NOT WARRANT THAT THE SERVICES WILL BE SECURE, TIMELY, AVAILABLE, UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS IN THE ALAIGNED TECHNOLOGY WILL BE CORRECTED. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW, ALAIGNED MAKES NO ADDITIONAL WARRANTIES AND EXPRESSLY DISCLAIMS AND EXCLUDES, ON BEHALF OF ITSELF AND ITS AFFILIATES AND LICENSORS, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 6.3. **No Availability Commitment.** Alaigned does not make any representations or warranties regarding the availability, uptime, or performance of the Services.
- 6.4. **Connectivity.** Customer is responsible for providing connectivity to the internet for itself and its Authorized Users. Customer acknowledges that Customer Content will

be subject to transmission over the Internet and over various networks. Alaigned will not be held responsible for such transmissions or any Customer Content which is lost, altered, or intercepted during the transmission of any data across networks not owned and/or operated by Alaigned.

- 6.5. **No Professional Advice.** Information presented on or generated through the Services, Alaigned Materials or Alaigned's deliverables do not constitute "business," "financial," "legal," or any other type of professional advice. The Customer is advised to seek appropriate professional consultation for specific concerns or situations. Alaigned makes no warranties regarding the accuracy, reliability, or completeness of any information provided and expressly disclaims any liability for actions taken based on the content or outputs generated within the Services.
- 6.6. **No Liability for Consulting Partners.** Alaigned makes no representations or warranties regarding the actions, conduct, or performance of any Consulting Partner. Alaigned disclaims all liability for any damages, losses, or claims arising from or related to the actions or omissions of any Consulting Partner. The Customer agrees to indemnify, defend, and hold harmless Alaigned from any claims, liabilities, or expenses (including attorney's fees) arising out of or in connection with the activities of the Consulting Partners, including but not limited to, data breaches, unauthorized disclosures, or failure to comply with applicable laws.
- 6.7. **Third Party Applications.** The Subscription Services may include URL links or integrations with separate services or applications (and other consulting services related thereto), procured by Customer from a party other than Alaigned that can be used in connection with the Subscription Services ("**Third Party Applications**") to facilitate Customers' use of such Third Party Applications, at Customer's sole discretion. Notwithstanding the foregoing, any procurement or use of Third Party Applications is solely between Customer and the applicable third party, and Alaigned will have no liability for such Third Party Applications. Alaigned cannot guarantee the continued availability of such Third Party Applications or the Subscription Services' integration with them and may cease providing the integrations without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Application ceases to make the Third Party Application available for interoperation with the Subscription Services in a manner acceptable to Alaigned.
7. **Indemnification Obligations.**

- 7.1. **Indemnity by Alaigned.** Alaigned will defend, indemnify and hold Customer and its Affiliates, directors, and employees harmless from and against any third-party claim, liability, loss, and expense brought against Customer or its Affiliates, directors, or employees, arising out of infringement of any intellectual property rights of such a third party by the Subscription Services.
- 7.2. **Indemnity by Customer.** Customer will defend, indemnify and hold Alaigned and its Affiliates, suppliers, directors, and employees harmless from and against any third-party claim, liability, loss, and expense, brought against Alaigned or its Affiliates, suppliers, directors, and employees, arising out of Customer's use of the Services and/or Customer's breach of the Agreement.
- 7.3. **Indemnification Procedures.** Each party's indemnification obligations hereunder are expressly conditioned on the following: (i) indemnified party must promptly notify indemnifying party of any such claim; (ii) indemnified party must, in writing, grant indemnifying party sole control of the defense of any such claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by indemnified party or an admission of guilt by indemnified party; (iii) indemnified party must reasonably cooperate with indemnifying party to facilitate the settlement or defense of the claim.
- 7.4. **Exclusions.** Alaigned will not have any liability hereunder to the extent the claim arises from (a) any modification of the Subscription Services by, on behalf of, or at the request of Customer; or (b) the use or combination of the Subscription Services with any computer, computer platform, operating system and/or data base management system other than as specified in the technical documentation or otherwise authorized by Alaigned in writing. If any Subscription Services are, or in Alaigned's opinion is likely to become, the subject of an intellectual property rights infringement claim, then Alaigned, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Subscription Services under the terms of the Agreement; (B) replace the Subscription Services with products that are substantially equivalent in function, or modify the Subscription Services so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the unused portion of the Subscription Services Fee, if any, paid to Alaigned for the Subscription Services giving rise to the infringement claim, and discontinue Customer's use of such Subscription Services.
8. **Limitation of Liability.**

- 8.1. **EXTENT OF LIABILITY.** THE LIABILITY OF ALAIGNED WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT.
- 8.2. **LIMITED LIABILITY.** EXCEPT WITH RESPECT TO (I) EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS HEREUNDER; (II) CUSTOMER'S INFRINGEMENT OF ALAIGNED'S INTELLECTUAL PROPERTY RIGHTS; OR (III) CUSTOMER'S OBLIGATION TO PAY FEES, THE AGGREGATE LIABILITY OF EACH PARTY, ITS AFFILIATES, WHATEVER THE BASIS OF LIABILITY, IN CONNECTION WITH OR RELATED TO THE SERVICES SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE SUBSCRIPTION SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. ALAIGNED'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH TRIAL SERVICES WILL NOT EXCEED \$100 USD.
- 8.3. **EXCLUSION OF DAMAGES.** EXCEPT WITH RESPECT TO (I) EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS HEREUNDER; (II) CUSTOMER'S INFRINGEMENT OF ALAIGNED'S INTELLECTUAL PROPERTY RIGHTS; OR (III) CUSTOMER'S OBLIGATION TO PAY FEES, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY SEEK OR BE LIABLE FOR PUNITIVE DAMAGES.
9. **Term and Termination.**
- 9.1. **Term.** These Terms shall remain in effect until expiration of all Services or until terminated by either party. The Subscription Term will be specified in the applicable Order. After the initial Subscription Term, the Subscription Term shall automatically renew for successive one-year period(s), unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to expiration of the end of the previous Subscription Term period. Except as set forth in Section 9.2 below, the Subscription Term cannot be terminated prior to its end date.
- 9.2. **Termination.**

9.2.1. Either party may terminate the Agreement upon written notice if the other party materially breaches the Agreement and fails to correct the breach within 30 days following written notice specifying the breach. Professional Services are separately ordered from the Subscription Services and are not required for the Subscription Services. A breach by a party of its obligations with respect to Professional Services will not by itself constitute a breach by that party of its obligations with respect to the Subscription Services even if enumerated in the same Order.

9.2.2. Alaigned is entitled to terminate the Agreement with immediate effect if (i) insolvency proceedings (insolvenční řízení) under Act No. 182/2006 Coll., on Insolvency and its Resolution, as amended, have been initiated against the Customer, or (ii) the Customer has ceased to exist with a legal successor, or (iii) the Customer is in liquidation (likvidace). The Agreement shall automatically terminate in the event of the Customer's bankruptcy declaration or if the insolvency petition has been dismissed due to lack of assets; in such a case, the termination of the Agreement shall take effect on the date when such a decision becomes legally binding.

9.3. **Effect of Termination.** Upon termination or expiration of the Agreement, all rights and licenses granted to Customer hereunder, will immediately cease and each party will return or destroy (or in the case of electronic information, render practically inaccessible) the Confidential Information of the other. Alaigned will make Customer Content available to Customer for a period of thirty (30) days after termination in the machine readable format. Thereafter, Alaigned will have no obligation to maintain or provide Customer with copies of Customer Content. Termination of this Agreement will not limit either party from pursuing any other remedies available to it. Unless terminated for material breach caused by Alaigned, termination of the Agreement will not release either party from making payments which may be owing to the other party through the effective date of such termination.

Alaigned shall have no obligations with regards to any Customer Content uploaded by Customer during or after a Trial Term. ANY CUSTOMER CONTENT ENTERED INTO THE SERVICES DURING THE TRIAL TERM AND ANY CHANGES MADE TO THE CUSTOMER CONTENT BY OR FOR CUSTOMER DURING THE TRIAL TERM MAY BE PERMANENTLY LOST UNLESS, BEFORE THE END OF THE TRIAL TERM, CUSTOMER PURCHASES SERVICES, OR EXPORTS ITS CUSTOMER CONTENT.

- 9.4. **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, Customer's payment obligations, and such other terms which by their nature survive termination, will survive termination or expiration of the Agreement.
- 9.5. **Suspension.** In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in the Agreement, Alaigned reserves the right to suspend provision of the Services (i) if Customer has received notice of overdue payment and the payment remains overdue ten (10) business days or more after receiving such notice; (ii) if Customer breaches Section 2; (iii) if Alaigned reasonably determines suspension is necessary to avoid material harm to Customer, including if the Subscription Services is experiencing attacks or disruptions outside of Alaigned's control; or (iv) as required by law or at the request of governmental entities.
10. **General.**
- 10.1. **Notices.** Customer will receive electronic communications and notifications from Alaigned in connection with the Services and the Agreement generally. Customer agrees that any such communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Alaigned may provide Customer with notices by email to the email address that Customer provided on the Order or registered with or by regular mail. Customer will be deemed to have received any email when Alaigned sends the email. All notices and requests in connection with the Agreement required to be given by Customer to Alaigned will be sent via email to legal@alaigned.com or by regular mail. If Customer accesses the Services through any authorized Reseller, notifications regarding updates or changes to the Services may be provided by the Reseller or directly by Alaigned.
- 10.2. **Force Majeure.** Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under the Agreement due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing (a "Force Majeure Event"). A party seeking to excuse its non-performance as a result of a Force Majeure Event shall have the burden of proof to demonstrate that the Force Majeure Event prevents its performance and must, upon becoming aware of a Force Majeure Event that prevents its performance, provide written notice to the other

party specifying the details in such regard. If, within thirty (30) days following a party's provision of the notice, such party is unable to provide written assurances of its ability to perform in accordance with the Agreement, the other party shall be entitled to terminate the Agreement or suspend its performance thereunder upon providing written notice.

- 10.3. **Assignment.** Neither party may assign or transfer any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, a party may assign this Agreement in connection with the sale, merger or other corporate combination involving all or substantially all of the assets of the assigning party to a third party provided that the assignee assumes all of the assigning party's obligations and liabilities hereunder. Any attempted assignment in violation of this paragraph is void. The Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 10.4. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of the Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.
- 10.5. **Choice of Law; Venue.** The Agreement shall be governed by and interpreted in accordance with the laws of Czechia, without application of any conflict of laws provisions thereof. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement. For the purposes of adjudicating any action or proceeding to enforce the terms of the Agreement, the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any court of competent jurisdiction located in Czechia.
- 10.6. **Contract for the Provision of Digital Content.** Should provision of the Subscription Services be classified as a contract for the provision of digital content as per Section 2389a and subsequent provisions of Act No. 89/2012 Coll., Civil Code, as amended, the parties expressly exclude the application of the relevant provisions of the Czech Civil Code regulating this type of contract.
- 10.7. **Severability.** If any provision or part of these Terms is determined to be illegal, invalid or unenforceable, the parties intend that the court will modify the provision to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court will sever and delete the illegal, invalid, or unenforceable provision or part from the Terms. Any change to or deletion of a provision or part of the Terms under this Section will not affect the

validity or enforceability of the remaining provisions of these Terms, which will continue in full force and effect.

- 10.8. **Audit.** Alaigned may audit Customer's compliance with these Terms and applicable Order(s). If an audit reveals that Customer has exceeded the permitted scope of use, then, in addition to any other remedies available to Alaigned, Customer will promptly pay Alaigned any underpaid Subscription Services Fees associated with such overuse based on Alaigned's then-current list prices.
- 10.9. **Marketing and Trademark License.** Customer grants Alaigned permission to use its name and logo in any sales or marketing materials referencing Customer as Alaigned's customer.
- 10.10. **No Agency.** Alaigned and Customer are independent contractors under the Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. The Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party.
- 10.11. **Resellers.** If Customer obtains access to the Services through Alaigned's authorized partner ("**Reseller**") as part of such Reseller's product or service or otherwise through such Reseller, Alaigned will not be responsible for the Reseller's dealings. In the event that Customer has a dispute with a Reseller (except in the case where a dispute arises as a result of Alaigned's willful misconduct or gross negligence), Customer releases Alaigned and its Affiliates from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Customer will not be deemed a third-party beneficiary to any agreement or dealings between Alaigned and any Reseller. If Customer purchases through a Reseller, the Reseller may have access to certain information related to Customer's use of the Services. Such access will be governed by the Reseller's privacy policy, and Alaigned disclaims any responsibility for the Reseller's handling of Customer's data.
- 10.12. **Controlling Language.** These Terms have been prepared and executed in the English language only, which language will be controlling in all respects. Any translations of the provisions of the Terms into any other language are for reference only and will have no legal or other effect.
- 10.13. **Order of Precedence.** If there is any conflict of inconsistency, the following order will apply: (1) Order, (2) Data Processing Addendum, (3) Terms. The Terms apply to the exclusion of any other terms that Customer may seek to impose or incorporate, or

which are implied by trade, custom, practice or course of dealing. Any purchase order submitted by Customer is for Customer's internal purposes only and its terms and conditions are superseded and replaced by the Agreement.

- 10.14. **Entire Agreement.** The Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications, representations and understandings between the parties about its subject matter. Each party acknowledges that, in entering into the Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in the Agreement. Any purchase order or similar document that may be issued by Customer in connection with the Agreement does not modify, supplement or add terms to the Agreement. By law, Customer may have certain rights that can't be limited by a contract. These Terms are in no way intended to restrict those rights.
- 10.15. **Changes to the Terms.** Alaigned reserves the right to revise these Terms from time to time. Alaigned will date and post the most current version of these Terms at <https://www.alaigned.com/files/tc.pdf>. Any changes will be effective upon posting the revised version of these Terms (or such later effective date as may be indicated at the top of the revised Terms). If, in Alaigned's sole discretion, Alaigned deems a revision to these Terms to be material, Alaigned may notify Customer. Customer's continued access or use of any portion of the Services constitutes Customer's acceptance of such changes. If Customer does not agree to any of the changes, Alaigned is not obligated to continue providing the Services, and Customer must stop using the Services. No modification, amendment, or waiver of any provision of these Terms will be effective unless it specifically references these Terms, explicitly expresses a desire to amend these Terms, is set forth in writing and is signed by both parties.