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Tailor Cloud Subscription Agreement

BINDING LEGAL AGREEMENT – Please read carefully.

Please read this carefully to learn the terms and conditions that will govern your use of the Tailor Cloud and our Tailor Cloud Products.

This Tailor Cloud Subscription Agreement (this "**Agreement**") is the legal agreement that applies to your access and use of any Tailor Cloud Products.

This Agreement becomes effective on the date you first click "I agree", "Create Account" or any similar button or checkbox to access and use any Tailor Cloud Products, or when you signed to a subscription form. By proceeding, you are agreeing to be bound by the terms of this Agreement. If you do not agree, do not access or use any Tailor Cloud Products.

PARTIES TO AGREEMENT; YOUR AUTHORITY TO OBLIGATE YOUR COMPANY

This Agreement is between the person or entity accepting this Agreement ("**you**" or "**your**") and Tailor Technologies Inc. or our applicable Affiliate for designated regions or countries as show at Appendix 2 ("**Tailor**", "**we**" or "**us**").

If you are an employee or contractor using the email address of an entity when signing up to access and use Tailor Cloud Products, you are thereby confirming that you have authority to act on behalf of such entity, in which case "you" shall be deemed to be such entity and such entity shall be considered a party to this Agreement. If you do not have authority to bind such entity, you must not accept this Agreement or use any Tailor Cloud Products. If you are an individual using a personal email address to sign up to use and access Tailor Cloud Products solely for personal use, "you" means such individual accepting this Agreement.

1. INTRODUCTION AND OVERVIEW.

(a) This Agreement provides your permission to use Tailor Cloud Products and applies to your use of them.

(b) When you sign up to use Tailor Cloud Products, you will be presented with Subscription Package options. Subscription Packages may include one or more free or trial use packages and one or more paid subscription packages, and there may also be Tailor Cloud Products or Use Limit levels available on an a la carte basis. As further detailed in this Agreement, unless your Subscription Order provides otherwise, you may only use Tailor Cloud Products for your own internal purposes and shall not make Tailor Cloud Products available to third parties.

(c) This Agreement governs your use of Tailor Cloud Products, restrictions on such use, subscription payment terms, termination of your access to Tailor Cloud Products and related matters. Please read it carefully.

(d) Depending on your Subscription Order, your Subscription Package may entitle you to certain Standard Support Services such as "help desk" or other consultation services. You may also have the opportunity to obtain Enhanced Support Services, which are enhancements to Standard Support Services such as support that goes beyond Use Limits applicable to your Subscription Package or consulting services where Tailor provides you advice to help you to optimize your environment to take advance of Tailor Cloud Products. Standard Support Services and Enhanced Support Services π
(e) Tailor may also be available to provide Bespoke Services, which are services outside of the scope of Standard Support Services or Enhanced Support Services, such as development services to

develop API's for your environment that can be used in conjunction with Tailor Cloud Products. The terms of any Bespoke Services will be subject to a separate written agreement between you and Tailor.

2. DEFINTIONS.

In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings when used in this Agreement:

"**Affiliate**" means an entity that controls, is controlled by, or is under common control with a party. For purposes of this definition, "control" means owning or otherwise controlling more than 50% of the voting interests of an entity.

"**Bespoke Services**" are development or other services beyond the scope of the Support Services in this Agreement that Tailor may agree to provide you pursuant to a separate written agreement.

"**Customer Data**" means all data and information submitted by you, or on your behalf, into any Tailor Cloud Products.

"**Documentation**" means Tailor's then-current technical documentation, specifications, and user manuals for Tailor Cloud Products, as Tailor makes available from time to time.

"**Enhanced Support Services**" are Support Services of Tailor provided pursuant to this Agreement that are beyond the scope of the Standard Support Services applicable to a Subscription Package, such as such as support that goes beyond Use Limits applicable to your Subscription Package or consulting services where Tailor provides you advice to help you to optimize your environment to take advance of Tailor Cloud Products.

"**Standard Support Services**" are support and related services that Tailor provides for Tailor Cloud Products, such as "help desk" services or standard maintenance services, as outlined in the Documentation for each Subscription Package. "**Subscription Order**" means the subscription(s) to Tailor Cloud Products and any Support Services that you have ordered, as shown on your account page on the Tailor Cloud website and including the terms of the applicable Subscription Package(s).

"**Subscription Package**" means a set of Tailor Cloud Products and any relate Support Services, as well as any related Use Limits, offered by Tailor as a packaged tier, either for limited free or trial use or as a paid subscription tier, and which may include additional a la carte Tailor Cloud Products. The Subscription Package(s) you choose will also determine your number of authorized Users and may affect cloud storage levels, the type or amount of Support Services, other features and/or Use Limits.

"**Subscription Term**" means your permitted subscription period for a Tailor Cloud Product, as set forth in your applicable Subscription Order.

"**Support Services**" are Standard Support Services or Enhanced Support Services. "**Tailor Cloud**" means Tailor's set of Tailor Cloud Product offerings and the user-interface and features on the associated website, but does not include Tailor Bespoke Platform Products.

"**Tailor Cloud Products**" means Tailor's cloud-based solutions offered as part of the Tailor Cloud, including their Documentation. The Tailor Cloud Products you are authorized to use will depend on your Subscription Package and will be identified in your "Account" information on the Tailor Cloud webpage.

"**Tailor Technology**" means the Tailor Cloud Products, Tailor Source Available Software (as defined below), Documentation, any and all related and underlying technology and documentation, data accumulated from offering the Tailor Cloud or any related services, and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that Tailor may incorporate into the foregoing.

"**Use Limits**" means any numerical limits or restrictions on the units of measure referenced in an

applicable Subscription Order or as set forth in the applicable Tailor Cloud Product interface (such as User seat limits, data usage limits, amount of "help desk" access, etc.)

"**User**" means an individual employee or agent of your organization who has been assigned unique credentials to access and use any Tailor Cloud Products, whether or not that individual is accessing or using such products at any given time.

3. ACCESS RIGHTS AND AUTHORIZD USERS

(a) Subject to all terms and conditions of this Agreement, Tailor grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Tailor Cloud Products during the Subscription Term solely for your internal business operations and strictly in accordance with the Documentation.

(b) You will access the Tailor Cloud Products using the login or access credentials and key(s) assigned by Tailor (or for your Users, such access credentials as assigned by you, if authorized by Tailor). We may monitor the use of Tailor Cloud Products to ensure quality, improve the Tailor Cloud Products and all of our offerings, and to verify compliance with this Agreement.

(c) To access and use Tailor Cloud Products, you may be required to sign up for an account, select a username and password, and provide us certain information or data, such as your contact and billing information. You agree to provide us accurate, complete and updated registration information. You may not use another person's or fictitious person's name or data with the intent to impersonate that person or for any fraudulent purposes. You may not transfer your account to account to anyone else without our prior written permission. You may be able to access Tailor Cloud Products by using your account credentials from another service ("**Third Party Account**") such as those offered by GitHub, Google or others. By using any Tailor Cloud Products, you permit us to access certain information from such accounts for purposes of your Subscription Order and this Agreement. You should be able to control what information is accessible to use and may exercise such control by adjusting the privacy settings on your Third Party Account.

4. BETA PRODUCTS

Tailor may choose to make available designated Tailor Cloud Products or other Tailor Cloud features for preview and "beta" testing by you ("**Beta Offerings**") and for the purpose of evaluating the performance of such Beta Offerings, identifying bugs or defects, and obtaining Feedback from customers. All Beta Offerings will be identified by Tailor as "Beta Offerings", "Beta Products" or by similar terms in the Documentation, Subscription Package and/or other applicable Tailor Cloud information for them. You may choose whether to use and test any Beta Offerings. You understand and agree, and by using any Beta Offerings understand and agree, that (i) Beta Offerings are being provided by Tailor for testing purposes only, (ii) Beta Offerings are not subject to the support and service level standards that may apply to regular (non-beta) Tailor Cloud Products, (iii) Tailor shall not have any liability arising from your use of any Beta Offerings, and (iv) Tailor has no obligation to release as a regular (non-beta) Tailor Cloud Product any Beta Offerings that may be made avaialble to you.

5. LICENSES FROM TAILOR

(a) All downloadable software made available by Tailor as part of the Tailor Cloud, including any software elements of the Tailor SDK-API, is subject to the license terms accompanying such software. In this Agreement, "**Tailor SDK-API**" means any software development kit or application programming interface that Tailor provides as a means of accessing or using any Tailor Cloud Product.

(b) Tailor may make certain software available in source code form, including through public code repositories or package registries ("Tailor Source Available Software"). Each item of Tailor Source Available Software is licensed under the license set out in the LICENSE file or license notice accompanying that software (for example, the MIT License, the Mozilla Public License 2.0, or a

Tailor proprietary license). If you use any Tailor Source Available Software separately from this Agreement, such use is governed solely by its accompanying license and not by this Agreement; however, any breach by you of such license may be treated by Tailor as a material breach of this Agreement. If Tailor delivers any Tailor Source Available Software as part of the Tailor Cloud Products, such software is subject to this Agreement, provided that nothing in this Agreement limits any rights granted to you under the license applicable to that software. The public availability of source code does not by itself grant any license or right other than those expressly granted in its accompanying license.

6. THIRD PARTY APPLICATIONS

You may access or use, at your sole discretion, certain third-party products and services that interoperate with the Tailor Cloud Products ("**Third-Party Applications**"). Tailor does not make any representations, warranties, or guarantees regarding any Third-Party Applications or their providers, including, but not limited to, as to their continued availability, security or integrity. Each Third-Party Application is governed by the terms of service, end user license agreement, privacy policies, and/or any other applicable terms and policies of the applicable provider. Your access or use of a Third-Party Applications is solely between you and the applicable provider. Tailor shall not be directly or indirectly responsible or liable to you in any manner, for any harms, damages, loss, lost profits, special or consequential damages, or claims, arising out of or in connection with the installation of, use of, or reliance on the performance of any Third-Party Applications

7. TAILOR SUPPORT & SERVICE LEVELS

(a) Depending on the Subscription Package(s) you have ordered, you may be entitled to certain Support Services for your Tailor Cloud Products, such as "help desk" or other support, as reflected in the Documentation for each Subscription Package and your applicable Subscription Order. Please note that some Subscription Packages, including those for free or trial use, may not include any Support Services and that Subscription Packages that do include Support Services may have limits on the type or amount of Support Services and/or require additional payments if your use of Support Services exceeds Use Limits stated in the applicable Subscription Order.

(b) Our support policies and service level commitments can be found at Appendix 4.

(c) On your request, Tailor may agree to provide you Enhanced Support Services that are beyond the scope of the Standard Support Services applicable to your Subscription Package, such as services that are similar to the Standard Support Services but beyond any applicable Use Limits or consulting services that help you to improve your environment or train your personnel to optimize your ability to take advantage of the features of the Tailor Cloud. As a condition of receiving Enhanced Support Services, Tailor may require you to enter into a separate written agreement covering Tailor's provision of such services and your payment and other obligations. It Tailor does not require you to enter into such a separate written agreement, then the Subscription Order or other document identifying payment and related terms and the terms of this Agreement will provide the terms of the Enhanced Support Services (and you and Tailor may agree to amend your existing Subscription Order to reflect agreed Enhanced Support Services).

(d) For any Support Services you purchase pursuant to this Agreement, you must provide Tailor with reasonable information and assistance (including a designated engagement manager on your side) requested by Tailor to facilitate our providing such services, and you acknowledge and agree that the benefits of Support Services are dependent on your providing this information and assistance. You may use in your own internal business any deliverables that Tailor develops for you in connection with providing Support Services, subject to any additional limitations that may be agreed between you and Tailor in writing in connection with agreeing to the development and delivery of such deliverables.

(e) Tailor's Bespoke Services are a distinct offering from the Tailor Cloud and will only be provided pursuant to a separate written agreement between you and Tailor.

8. USE LIMITS AND OTHER RESTRICTIONS ON YOUR USE

(a) Your use of Tailor Cloud Products is subject to the terms of this Agreement, the applicable Documentation, and the Use Limits identified in your Subscription Order(s). If you create or use multiple accounts (either directly or via affiliated companies), Tailor reserves the right to aggregate all usage for purposes of calculating Use Limit overages.

(b) You may not, and shall also ensure your Users do not, (1) copy, reproduce, modify, decompile, disassemble, or reverse engineer any Tailor Cloud Products or any associated or underlying Tailor Technology (except where applicable law prohibits such restrictions, in which case you must first notify Tailor); (2) sell, rent, lease, license, distribute, provide direct access to, sublicense, or otherwise make available any Tailor Cloud Products to any third parties (unless expressly permitted in the applicable Documentation); (3) remove any copyright or proprietary notices contained in any Tailor Cloud Products; (4) breach, disable or tamper with, or develop, use or attempt any workaround for, any security measure or monitoring system provided or used by Tailor in connection with the Tailor Cloud Products; (5) introduce into any Tailor Cloud Products any software, virus, worm, "back door," "Trojan Horse", or similar harmful code; (6) access or use (or permit a third party to access or use) any Tailor Cloud Products for any unlawful purpose or for purposes of building a competitive product or service; (7) interfere or attempt to interfere in any manner with the proper workings of any Tailor Cloud Products, or engage in any activities that adversely affect the functionality or performance of any Tailor Cloud Products; (8) create multiple accounts for the purposes of avoiding Use Limits; (9) use any Tailor Cloud Products to facilitate or promote illegal activity or distribute illegal content; or (10) use any Tailor Cloud Products to infringe upon or violate any right of any third party, including, without limitation, any intellectual property, privacy, or publicity rights.

9. CUSTOMER DATA AND SECURITY – YOUR RIGHTS AND OBLIGATIONS

(a) As between you and Tailor, you own your Customer Data.

(b) You are responsible for ensuring that your and your Users' use of Tailor Cloud Products and all Customer Data is at all times compliant with this Agreement, your privacy policies, and all applicable laws and regulations related to data privacy and data transfer, international communications, and the storage or export of data.

(c) You and Tailor shall comply with the Tailor Data Processing Agreement available Appendix 5, which is incorporated into this Agreement.

(d) Each party has obligations with respect to the security of the Tailor Cloud Products and their use. We will implement and maintain appropriate technical and organization measures. We cannot guarantee that our security procedures will be error-free, that transmissions of Customer Data will always be secure or that unauthorized third parties will never be able to defeat our security
measures or those of our third-party service providers. You agree that your use of the Tailor Cloud Products may involve transmission of Customer Data over networks that are not owned, operated, or controlled by Tailor, and that we are not responsible for any Customer Data that is lost, altered, intercepted, or stored across such networks.

(e) You are solely responsible for the accuracy, content, and legality of all Customer Data, and for making and keeping current copies and back-ups of all Customer Data. You are responsible for properly configuring and using Tailor Cloud Products and taking your own steps to maintain appropriate security, protection and back-up of your data. You shall not disclose your Tailor Cloud account credentials to any unauthorized persons and you shall require the same of your Users. You are responsible for all activities on your Tailor Cloud account, regardless of whether undertaken by you or your employees, contractors or agents. You must contact us immediately if you believe unauthorized activity has occurred in your account or your account information is lost, stolen or disclosed.

10. FEES AND BILLING

(a) To access and use any Tailor Cloud Products or Support Services that require fees, you must provide a valid and authorized credit card for the fees set forth in your initial Subscription Order (and for each subsequent renewal). You represent and warrant that you are authorized to use such credit card to pay for subscriptions to the Tailor Cloud Products and Support Services you order pursuant to this Agreement. By providing a credit card, you are authorizing us to charge you on a monthly, annual, or pay-as-you-go basis, or as otherwise applicable for the fees for the Subscription Order. Tailor uses a third-party company to facilitate such payments and you agree that Tailor shall have no liability for your credit card information. Except for any pay-as-you-go subscriptions and subject to separate payment terms provided for any Enhanced Support Services provided pursuant to this Agreement, fees are payable in advance and are based on the applicable Subscription Package and corresponding Subscription Order.

(b) ALL FEES ARE NONREFUNDABLE AND NO REFUNDS WILL BE PROVIDED FOR THE UNUSED PORTION OF A SUBSCRIPTION TERM. Following any cancellation and subject to the terms of this Agreement, you will continue to have access to the Tailor Cloud Products applicable to your Subscription Package through the end of the applicable Subscription Term. We may, in our sole discretion, provide you a refund, discount or credit ("**Credits**") in a specific instance, however if we choose to do so, this does not entitle you to receive or obligate us to provide any future Credits.

(c) All fees and charges payable by you are exclusive of applicable taxes and duties, including value-add tax, consumption, sales or similar taxes ("**VAT**"). You shall provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If you are legally entitled to an exemption from any sales, use or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you shall notify us and shall pay us any additional amounts necessary to ensure that net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you shall provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

(d) Tailor reserves the right to change the fees that we charge for the Tailor Cloud Products, at any time in our sole discretion, provided that we give you at least 30 days' prior notice of such changes. Unless otherwise specified in such notice to you, any changes to the subscription fees shall take effect in the billing period immediately following our notice to you (for example, the next month for monthly subscriptions, or the next annual payment for annual subscriptions).

11. OWNERSHIP OF TAILOR TECHNOLOGY; USE OF FEEDBACK

(a) Tailor retains all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to Tailor Technology.

(b) Tailor may use and incorporate into our offerings any suggestions or other feedback provided by you or your Users relating to the features and functions of Tailor Cloud Products and any related Support Services ("**Feedback**"). In our use of Feedback we shall not: (1) identify you or your Users or use Feedback in any way that permits such identification, nor (b) incorporate or use any Customer Data. Feedback is provided at your sole option on an "AS IS" basis without warranty, indemnity, or liability of any kind, and we are solely responsible for how we use any Feedback.

12. CONFIDENTIAL INFORMATION

(a) For purposes of this Agreement, "**Confidential Information**" means all non-public information disclosed by Tailor to you, whether disclosed orally or in writing, that is designated confidential or should be reasonably known by you to be confidential given the nature of the information or the circumstances of the disclosure. For clarity, Confidential Information includes all Tailor Technology.

Confidential Information does not include any information that: (i) was rightfully known to you prior to disclosure by Tailor without breach of any obligation owed to Tailor; (ii) is or becomes public knowledge without breach of any obligation owed to Tailor; (iii) is lawfully received from a third-party without breach of any obligation owed to Tailor; or (iv) is independently developed by you without use of or reference to our Confidential Information

(b) You shall use the same degree of care that you use to protect the confidentiality of your own confidential information of like kind (but not less than reasonable care) to (1) not use any Confidential Information for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by Tailor in writing, limit access to Confidential Information to those of your employees, contractors and advisors who need that access for purposes consistent with this Agreement and who are bound by confidentiality obligations to you that are not materially less protective of confidential information than those herein. If you are required by law or court order to disclose Confidential Information, then you shall, to the extent legally permitted, provide Tailor with advance written notification and cooperate reasonably in any effort to obtain confidential treatment of the Confidential Information. You acknowledge that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by you, Tailor shall be entitled to seek appropriate equitable, injunctive or similar relief or remedies.

13. DISCLAIMER OF WARRANTIES

ALL TAILOR CLOUD PRODUCTS AND SUPPORT SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE TAILOR PARTIES HAVE NO OBLIGATION TO MONITOR, CONTROL OR ASSESS CUSTOMER DATA. AS SUCH, YOUR USE OF TAILOR CLOUD PRODUCTS AND SUPPORT SERVICES PROVIDED PURSUANT TO THIS AGREEMENT IS AT YOUR OWN DISCRETION AND RISK. THE TAILOR PARTIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY OR RELIABILITY OF TAILOR CLOUD PRODUCTS OR ANY SUPPORT SERVICES. ACCORDINGLY, THE TAILOR PARTIES ARE NOT LIABLE TO YOU, YOUR USERS OR ANY OTHER THIRD PARTY FOR ANY LOSS OR DAMAGE THAT MAY ARISE, INCLUDING WITHOUT LIMIT ANY LOSSES OR DAMAGES ARISING FROM THE TAILOR CLOUD'S OR ANY TAILOR CLOUD PRODUCT'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES. THE TAILOR PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY PROHIBIT CERTAIN DISCLAIMERS OR WARRANTIES AND DEPENDING ON YOUR LOCATION YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

14. INDEMNFICATION

(a) You agree to defend, indemnify, and hold harmless Tailor and its Affiliates, and their respective officers, directors, employees, consultants, and agents (collectively, "**Tailor Parties**") from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with (1) your access to, use of, or alleged use of Tailor Cloud Products and Support Services; (2) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (3) your violation of any third- party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (4) any disputes or issues between you and any third-party related to this Agreement. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with our defense of such claim.

15. LIABLITY LIMITATIONS

(a) IN NO EVENT SHALL THE TAILOR PARTIES BE LIABLE TO YOU, YOUR USERS OR ANY OTHER THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, ANY TAILOR CLOUD PRODUCTS , SUPPORT SERVICES OR ANY TAILOR TECHNOLOGY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE),

STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE TAILOR PARTIES HAVE BEEN INFORMED OF THE POSSIBLITY OF SUCH DAMAGE.

(b) YOU AGREE THAT THE AGGREGATE LIABILITY OF THE TAILOR PARTIES TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OR ANY INABILITY TO USE THE TAILOR CLOUD PRODUCTS (INCLUDING ANY SUPPORT SERVICES OR TAILOR TECHNOLOGY USED IN COMBINATION WITH TAILOR CLOUD PRODUCTS OR SUPPORT SERVICES RECEIVED PURSUANT TO THIS AGREEMENT) OR OTHERWISE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO THE AMOUNT OF FEES YOU HAVE PAID TO TAILOR TO ACCESS AND USE TAILOR CLOUD PRODUCTS IN THE 12 MONTHS PRIOR TO THE CLAIM.

(c) SOME JURISDICTIONS DO NOT ALLOW OR PLACE LIMITS ON THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, DEPENDING ON YOUR LOCATION, SOME OR ALL OF THE ABOVE LIMITS MAY NOT APPLY TO YOU.

16. TERM, TERMINATION AND SUSPENSION OF SERVICE

(a) This Agreement becomes effective on you first click “I agree”, “Create Account” or any similar button or checkbox to access and use any Tailor Cloud Products. This Agreement shall continue in full force and effect until terminated by either party as permitted by this Agreement. This Agreement shall automatically expire when all Subscription Orders issued hereunder have been terminated or expired.

(b) You may terminate this Agreement (and any affiliated Subscription Orders) at any time upon written notice to Tailor at legal@tailor.tech or using the relevant interface of your Tailor Cloud accounts page (if such function is available). Except for Tailor’s material breach of the Agreement, if you terminate the Agreement pursuant to the prior sentence, you shall promptly pay any outstanding fees through the original remainder of the Subscription Term (for example, if your Subscription Order is month-to-month, for the remainder of the current monthly period, and if you signed up for a 12-month Subscription Term and terminate in month 10, you still owe the fees for months 11 and 12) and for any Support Services provided pursuant to this Agreement before the effective date of termination.

(c) Tailor may terminate this Agreement (and any affiliated Subscription Orders) at any time immediately upon written notice to you. Except in the case of your breach of this Agreement, if Tailor terminates this Agreement pursuant to the prior sentence, Tailor will refund that portion of any prepayments made to Tailor related to the Tailor Cloud Products not yet provided. Exceeding applicable Use Limits shall be considered a breach of the Agreement. Nothing contained herein shall limit any other remedies that Tailor may have for your default under this Agreement nor relieve you of any of its obligations incurred prior to termination.

(d) You acknowledge and agree that Tailor has the right to monitor your use of the Tailor Cloud Products from time to time. If your use of the Tailor Cloud Products is deemed by Tailor, in its sole discretion, to not meet the letter or spirit of the standards set forth in the Agreement, Tailor may
request that you make changes to bring your conduct into compliance. If you fail to make the necessary changes immediately upon request, and without limiting any of the other remedies available to Tailor at law or in equity, you agree that Tailor is authorized to suspend your access to the Tailor Cloud and any or all Tailor Cloud Products and to cease providing any Support Services being provided pursuant to this Agreement. Tailor reserves the right to immediately suspend, in whole or in part and with or without notice, your access to the Tailor Cloud and Tailor’s provision of Tailor Cloud Products (1) in order to prevent harm to you, other Tailor customers, Tailor, or a third-party, (b) in the event of Use Limit overages that Tailor deems substantial; or (c) as required by law or at the request of governmental entities. For clarity, Tailor shall have no liability for any damages, liabilities or losses as a result of any suspension pursuant to this provision.
(e) Upon expiration or termination of this Agreement for any reason, you shall immediately cease use of all Tailor Cloud Products, shall delete all User accounts, and shall certify in writing as to your return or destruction of all Confidential Information. The following provisions shall survive

expiration or termination of the Agreement: Sections 2, 4, 6, 10(b) and (c), 11-15, 16(e) and 17, as well as any provisions that by their nature or in light of their intent should be understood to survive expiration or termination of this Agreement, shall survive expiration or termination of this Agreement.

17. GENERAL PROVISIONS

(a) Government End Users – Please go to Appendix 6 to see provisions that are incorporated into this Agreement and applicable to government end users of Tailor Cloud Products.

(b) Export Compliance - You agree to comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that neither the Tailor Cloud Products, nor any direct product thereof, are: (a) exported or re-exported directly or indirectly in violation of such export laws and regulations; or (b) used for any purposes prohibited by the such export laws and regulations. Any further provisions specified at Appendix 7 shall also apply where applicable based on the location of you or your Users.

(c) Force Majeure - Neither party shall be liable for any delay or failure in performance (other than nonpayment of amounts owing) due to causes beyond its reasonable control.

(d) Assignment - You may not assign the Agreement or your Subscription Order without Tailor's prior written consent. Any attempt to assign the Agreement except as permitted under this section, shall be null and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of each party's successors and permitted assigns.

(e) Severability - If any part of the Agreement is held to be unenforceable or invalid, in whole or in part, by a court or tribunal of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect, and the provision affected shall be construed so as to be enforceable to the maximum extent permissible by applicable law.

(f) Waiver - The waiver of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach of that or any other provision.

(g) Notices - All notices permitted or required under this Agreement shall be in writing, shall reference the Agreement, and shall be delivered in person, by overnight courier or express delivery service, or by first class, registered or certified mail, postage prepaid, or by confirmed email delivery, to the email address or physical address of the party specified on the Subscription Order or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt. Email delivery by you to Tailor may be accomplished by sending such notices to legal@tailor.tech. Email delivery by Tailor to you may be accomplished by sending such notices to the email address used to create an account with Tailor or any User with administrator privileges under an applicable Subscription Order.

(h) Governing Law and Dispute Resolution - This Agreement shall be governed by both the substantive and procedural laws of the applicable jurisdiction indicated at Appendix 8 and all disputes relating to this Agreement, including with respect to its validity or termination, shall be resolved in accordance with the rules at Appendix 8, unless otherwise agreed in writing.

(i) Revisions – Tailor may modify this Agreement and its policies from time to time. We may inform you of any such changes by posting the revised version(s) to our website at the same URL as the original version(s) (or directing you to a new URL) and/or providing notice to you by email or through the Tailor Cloud. Any such changes shall take effect immediately or in accordance with the notice, as applicable.

(j) Entire Agreement – This Agreement, including all embedded links to provisions incorporated into this Agreement and all Subscription Orders, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all prior and contemporaneous agreements, proposals, or representations, written or oral, relating to the subject matter of this Agreement. Except as set forth herein, no modification, amendment, or waiver of any provision of

this Agreement shall be effective unless in writing and signed by Tailor. No terms or conditions stated in any customer purchase order, vendor onboarding process or web portal, or any other of your company's or organization's order documentation (excluding Subscription Orders) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

End of Tailor Cloud Subscription Agreement

If you have questions or comments, please contact us at sales@tailor.tech.

Appendix 1

Changes to this Agreement

[YYYY-MM-DD]: Section 5(b) (Tailor Source Available Software) amended so that each item of Tailor Source Available Software is licensed under the license accompanying it, replacing the uniform application of the Elastic License 2.0.

Appendix 2

Tailor Affiliates that are the Tailor Party to the Agreement in Certain Jurisdictions

If you are located in any country listed below, the Tailor Affiliate listed below is the counterparty to you under the Tailor Cloud Subscription Agreement. Otherwise, the Tailor counterparty to you is **Tailor Technologies Inc.**, a corporate organized under the laws of Delaware, U.S.A.

_____

Country	Affiliate Entity
Japan	Tailor, KK (Tokyo, Japan)

Appendix 4

Tailor Support Policies and SLAs

This Tailor Cloud Products Support Policy ("Policy") is incorporated into and forms a part of the agreement between you (Customer) and Tailor with respect to your use of the Tailor Cloud Products ("Agreement"). This Policy describes Tailor's support policies ("Support") applicable to Customer reported Issues and Errors in the Tailor Cloud Products.

This Policy applies to you if you are using Tailor Cloud Products.

1 **Definitions**. The following terms have the following meanings when used in this Policy. Any capitalized terms that are not defined in this Policy have the meaning provided in your Agreement.

(a) "Error" means a reproducible failure of the Cloud Cloud Products to perform in substantial conformity with the Documentation.

(b) "Issue'' means a question or concern that is not a result of an Error.

(c) "Production Environment" means an environment serving your end users.

(d) "Release Date" means the generally available ("GA") release date.

(e) Versioning Scheme:

- "Major Release" means a version of the Tailor Cloud Products identified by a change in the number to the left of the first decimal point (X.x.x).
- "Rapid Release" means a version of the Tailor Cloud Products identified by a change in the middle number in between the two decimal points (x.X.x).
- "Patch Release" means a version of the Tailor Cloud Products identified by a change in the number to the right of the second decimal point (x.x.X).

(f) Severity Levels:

- Severity Level 1 refers to an Error that impacts Customer's Production Environment, where the Tailor Cloud is down or seriously impaired or Customer's production data is lost or destroyed, and there is no workaround currently available.
- Severity Level 2 refers to an Error where the Tailor Cloud is moderately impaired. The Customer's system is functioning but in a reduced capacity, and there is no workaround currently available or the workaround is cumbersome to use.
- Severity Level 3 refers to an Error or Issue that has been identified but does not prevent normal operation of the Customer's system, or where the situation may be temporarily circumvented using an available workaround. A Severity 3 case does not need to be related to a Production Environment system. No data has been lost and the system has not failed.
- Severity Level 4 refers to non-critical Errors or Issues, including general questions and requests for enhancements to the Tailor Cloud.

2 **Support for Tailor Cloud Products**.

(a) Support for Tailor Cloud Products is tied to the version of the Tailor Cloud that you run with Tailor Cloud Products.

(b) Tailor will provide Support for Tailor Cloud Products running with the latest GA Major Release of the Tailor Cloud Products. Support will begin on the Release Date of the Major Release and end 18 months after the next Release Date of the Major Release.

(c) Tailor will also provide Support for Tailor Cloud Products running with each GA Rapid Release of the Tailor Platform. Support will begin on the Release Date of the Rapid Release and end on the Release Date of the next Rapid Release.

(d) All GA Patch Releases within a Major Release series or a Rapid Release series will be supported in the same timeframe as the leading Major Release or Rapid Release.

(e) Tailor will also support any other GA Tailor Cloud service that is included in your Subscription Package.

3 **Our Initial Response Goals**. The hours, support channels, and initial response goals for each of our Tailor Cloud Subscription Packages are defined below:

(a) Tailor Platform Business

- M - F, 9am - 6pm Local Time
- Channels: web

Severity	Initial Response Goal
Level 1	4 hours
Level 2	8 hours
Level 3	12 hours
Level 4	24 hours

(b) Tailor Platform Free

- M - F, 9am - 6pm Local Time
- Channels: web only

Severity	Initial Response Goal
Level 1	8 hours
Level 2	10 hours
Level 3	12 hours
Level 4	24 hours

4 **Customer Obligations**.

(a) To enable Tailor to provide Support, you agree to: (i) provide Tailor with reasonable detail of the nature of and circumstances surrounding the Issue or Error; (ii) provide Tailor with reasonable access to your environment as necessary; and (iii) provide Tailor with reasonable cooperation in the diagnosis and resolution of any Issues and Errors.

(b) You must contact Tailor Technical Support by phone (at the phone numbers listed in the Tailor Support Portal) immediately after opening a Severity Level 1 or Severity Level 2 support case to ensure the applicable Initial Response Goal is met.

5 **Support Limitations**. Support is only available in English unless otherwise stated in the written subscription form. Tailor has no obligation to provide any Support to Customer: (i) for any software, hardware or other element of the Customer environment not provided by Tailor; (ii) if Customer or a third party has altered or modified any portion of the Tailor Cloud Products; (iii) if Customer has not used the Tailor Cloud Products in accordance with Documentation or instructions provided by Tailor, including failure to follow implementation procedures; (iv) if Customer is running a version of the Tailor Cloud [Products] that has passed its end of life date; or (v) for Beta Offerings.

Appendix 5

Data Processing Agreement

Tailor Technologies Inc.

Last Updated: April 1, 2023. To see changes from any previous versions of this DPA, please click here [*at this time, there are no prior versions*].

Introduction

This Data Processing Agreement (this "**DPA**") supplements and is incorporated into any agreement between Tailor Technologies Inc. ("**Tailor**", "**we**" or "**us**") and a customer ("**Customer**") of our Tailor Cloud Products, Tailor Cloud Consulting Services or Tailor Bespoke Platform Products ("**Services**") whose contract with us for Services (the "**Agreement**") references and incorporates this DPA.

This DPA sets out data protection requirements with respect to the processing of Customer Personal Data (as defined below) that is collected, stored, or otherwise processed by Tailor for the purpose of providing Services.

This DPA becomes effective on the later of the effective date of the Agreement or the date as of which Customer has confirmed its agreement with this DPA.

Customer and the person signing this DPA (or clicking "I agree" or similar) on behalf of Customer represent to Tailor that such person has the legal authority to bind Customer and that Customer is lawfully able to enter into this DPA. Upon expiration or termination of the Agreement, this DPA will remain in effect with respect until, and will then terminate automatically upon, Tailor's deleting all Personal Data covered by this DPA (such termination will not affect this DPA as it may apply to any other Agreement then still in force between Customer and Tailor).

To sign this DPA and receive a countersigned copy, please contact your Tailor sales representative or email us at legal@tailor.tech.

1. Definitions. For purposes of this DPA, the terms below shall have the meanings given below or defined parenthetically in this DPA. Capitalized terms that are used but not defined in this DPA have the meanings given in the Agreement.

"Applicable Data Protection Laws" means the US Data Protection Law and EU Data Protection Laws that are applicable to the processing of Customer Personal Data under this DPA, as well as any similar data protection legislation that applies to the relationship between Customer and Tailor in respect of Customer Personal Data under this DPA.

"controller", "data subject", "personal data", **"processing"** (and **"process"**), **"processor",** and **"supervisory authority"** shall have the meanings given in the EU Data Protection Laws, except that when used or applied in reference to other Applicable Data Protection Laws shall have any applicable definitions thereunder. Where the CCPA applies, the term "**controller**" includes "**business**", the term "**data subject**" includes "**consumers**", and the term "**processor**" includes "**service provider**" (in each case, as defined by the CCPA).

"Customer Data" has the meaning described in the Agreement. To the extent not defined in the Agreement, Customer Data means all data input into or made available by Customer for processing within the Services or generated from the Services.

"Customer Personal Data" means any personal data contained in Customer Data or provided by (or on behalf of) Customer to Tailor in connection with the Services.

"EU Data Protection Laws" means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on

the free movement of such data (the **"EU GDPR"**); (ii) in respect of the United Kingdom, the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended (including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) (the **"UK GDPR"**); and (iii) the Swiss Federal Data Protection Act (**"Swiss DPA"**).

"Information Security Incident" means a confirmed breach of Tailor's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of (or access to), Customer Personal Data in Provider's possession, custody, or control. Information Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, or other network attacks on firewalls or networked systems.

"Restricted Transfer" means: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not subject based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018; and (iii) where the Swiss DPA applies, a transfer of personal data to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner.

"Standard Contractual Clauses" means: (i) where the EU GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"); (ii) where the UK GDPR applies, the applicable standard data protection clauses adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR ("**UK SCCs**"); and (iii) where the Swiss DPA applies, the applicable standard data protection clauses issued, approved or recognized by the Swiss Federal Data Protection and Information Commissioner (the "**Swiss SCCs**").

"Subprocessor" means any processor engaged by Tailor to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA where such entity processes Customer Personal Data. Subprocessors may include Tailor's affiliates or other third parties.

"U.S. Data Protection Law" means all data protection or privacy laws and regulations applicable to the Customer Personal Data in question in force within the United States, including the California Consumer Privacy Act (as may be amended from time to time) (the **"CCPA"**), and any rules or regulations implementing the foregoing.

2. Scope and relationship of the parties. As applicable, this DPA applies when Customer Personal Data is processed by Tailor as a processor or subprocessor in its provision of the Services to Customer, who will act as either a controller or processor of the Customer Personal Data.

3. Details of Processing. The details of the processing of Customer Personal Data by Tailor are described in Annex A to this DPA. Customer agrees that Annex A may be updated by Tailor from time to time as necessary for Tailor to reflect new products, features, or functionality of the Services.

4. Customer Instructions and Tailor Processing. Tailor will process Customer Personal Data as a processor, only in accordance with Customer's documented lawful instructions and as necessary to perform its obligations under the Agreement, this DPA and Applicable Data Protection Laws. Customer instructs Tailor to process Customer Personal Data for the following purposes: (i) processing in accordance with the Agreement and any applicable Order(s); (ii) processing initiated by Customer and/or Customer's end-users of the Services ("**Users**") in their use or configuration of the Services; and (iii) processing to comply with other documented reasonable instructions

provided by Customer where such instructions are consistent with the terms of the Agreement (foregoing subsections (i)-(iii), the "**Permitted Purpose**"). Tailor will not "sell" or "share" Customer Personal Data within the meaning of the CCPA or otherwise and will otherwise comply with the requirements of the CCPA. For clarity, Tailor is not responsible for determining whether Customer's instructions are compliant with Applicable Data Protection Laws or any other applicable laws. However, Tailor will notify Customer in writing if it becomes aware that, and in its reasonable opinion believes that, Customer's processing instructions violate Applicable Data Protection Laws.

5. Customer Obligations. Customer agrees that it will have sole responsibility for the accuracy and quality of Customer Personal Data, and for providing any notices and obtaining any consents, permissions and rights required to enable Tailor to process Customer Personal Data. Customer will ensure that its instructions and processing of Customer Personal Data comply with Applicable Data Protection Laws.

6. Data Transfers.

6.1 Hosting and Processing Locations. Tailor will only host Customer Personal Data in the United States or such other region(s) that are offered by Tailor and agreed with Customer in an applicable Subscription Order or other purchase order (the "**Hosting Region**"). Customer is solely responsible for the regions from which its Users access the Customer Personal Data, for any transfer or sharing of Customer Personal Data by Customer or its Users and for any subsequent designation of other Hosting Regions. Once the Hosting Region is agreed, Tailor will not process Customer Personal Data from outside the Hosting Region except as necessary to comply with the law or binding order of a governmental body.

6.2 Transfer Mechanisms. The parties agree that when the transfer of Customer Personal Data by Customer (as "data exporter") to Tailor (as "data importer") is a Restricted Transfer and Applicable Data Protection Law requires that appropriate safeguards are put in place, it will be subject to the appropriate Standard Contractual Clauses, which are set forth on Schedule 6.2 to this DPA. Schedule 6.2 shall be deemed incorporated into this DPA. Tailor may amend Schedule 6.2 as reasonably necessary or appropriate to reflect changes in Applicable Data Protection Law It is not the intention of either party to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses and, accordingly, if the Standard Contractual Clauses conflict with any provision of the Agreement (including this DPA), the Standard Contractual Clauses shall prevail to the extent of such conflict.

7. **Subprocessing**.

7.1 Subprocessors. Customer provides a general authorization for Tailor to engage Subprocessors to process Customer Personal Data in accordance with this DPA, including the Subprocessors currently engaged by Tailor and listed at the ANNEX B ("**Subprocessor Page**"). Tailor will: (i) enter into written agreements with its Subprocessor imposing data protection and security measures no less protective of Customer Personal Data than the Agreement and this DPA; and (ii) remain responsible to Customer for any breach of the Agreement and this DPA that is caused by an act, error, or omission of its Subprocessors, to the extent required by Applicable Data Protection Law.

7.2 Changes to Subprocessors**.** Tailor will (i) update the Subprocessor Page when it has appointed any new Subprocessors; and (ii) notify Customer if it adds any new and relevant Subprocessors at least fourteen (14) days' prior to allowing such Subprocessor to process Customer Personal Data. When available, Customer must subscribe to receive notice of updates to the Subprocessor Page, using a mechanism available on the Subprocessor Page. Customer may object (in writing at legal@tailor.tech) to Tailor's appointment of a new Subprocessor within five (5) calendar days after receiving notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties will discuss such concerns in good faith with a view to achieving resolution. If the parties are not able to achieve resolution, Customer, as its sole and exclusive

remedy, may terminate the Agreement for convenience.

8. **Security**.

8.1 Security Measures. Tailor will implement and maintain appropriate technical and organizational security measures designed to protect Customer Personal Data from Information Security Incidents and to preserve the security and confidentiality of the Customer Personal Data in accordance with Tailor's applicable security policies referenced in the Agreement. Tailor may review and update such security policies from time to time, provided that any such updates shall not materially diminish the overall security of the Services or Customer Personal Data or otherwise amend this DPA or Tailor's obligations pertaining to the processing of Customer Personal Data materially adversely to Customer.

8.2 Confidentiality. Tailor will ensure that any person who is authorized by Tailor to process Customer Personal Data (including its staff, agents and subcontractors) will be under an appropriate obligation of confidentiality.

8.3 No Assessment of Customer Personal Data by Tailor. Tailor will have no obligation to assess the contents of Customer Personal Data to identify information subject to any specific legal requirements. Customer is responsible for reviewing the information made available by Tailor relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Applicable Data Protection Laws.

9. **Assistance and Cooperation**.

9.1 Data Subject Requests. To the extent legally permitted, Tailor will promptly notify Customer if Tailor receives a request from a data subject that identifies Customer and seeks to exercise the data subject's right to access, rectify, erase, transfer or port Customer Personal Data, or to restrict the processing of Customer Personal Data ("**Data Subject Request**"). The Services provide or may provide Customer with controls that Customer may use to assist it in responding to a Data Subject Request and Customer will be responsible for responding to any such Data Subject Request. To the extent Customer is unable to access the relevant Customer Personal Data within the Services using such controls or otherwise, taking into account the nature of the processing, Tailor will (upon Customer's written request) provide commercially reasonable cooperation to assist Customer in responding to any Data Subject Requests.

9.2 Data Protection Impact Assessments. Tailor will provide commercially reasonable assistance to Customer (at Customer's expense) with respect to any legally required data protection impact assessment relating to the processing or proposed processing of Customer Personal Data in connection with the Services and any related required consultation with supervisory authorities.

9.3 Law Enforcement or Third-Party Demands. If Tailor receives a demand to retain, disclose, or otherwise process Customer Personal Data for any third party, including, but not limited to law enforcement or a government authority ("**Third-Party Demand**"), then we will exercise reasonable efforts to attempt to redirect the Third-Party Demand to Customer. Customer agrees that Tailor may provide information to such third party as reasonably necessary to attempt to redirect the Third-Party Demand. If Tailor is not successful in redirecting the Third-Party Demand to Customer, then Tailor will exercise reasonable efforts, to the extent legally permitted to do so, to minimize the scope of disclosure and to provide Customer reasonable notice of the Third-Party Demand as promptly as feasible under the circumstances to allow Customer to seek a protective order or other appropriate remedy.

10. Information Security incidents. Upon becoming aware of an Information Security Incident, Tailor will inform Customer without undue delay and will provide timely information relating to the Information Security Incident as it becomes known or as is reasonably requested by Customer to allow Customer to fulfil its data breach reporting obligations under Applicable Data Protection Law.

Customer will further take reasonable steps to contain, investigate, and mitigate the effects of the Information Security Incident. Tailor's notification of or response to an Information Security Incident in accordance with this Section 10 will not be construed as an acknowledgment by Tailor of any fault or liability with respect to the Information Security Incident.

11. **Return or Deletion of Customer Personal Data.** Customer may retrieve or delete all Customer Personal Data upon expiration or termination of the Agreement as set forth in the Agreement. Subject to Section 9.3, any Customer Personal Data not deleted by Customer will be deleted by Tailor following the later of (i) expiration or termination of the Agreement and (ii) expiration of any post-termination data retrieval right set forth in the Agreement.

12. **Audit.** Customer may audit Tailor's compliance with its obligations under this DPA up to once per calendar year and on such other occasions as may be required by Applicable Data Protection Laws, including where mandated by Customer's supervisory authority. Tailor will contribute to such audits by providing Customer or Customer's supervisory authority with the information and assistance that Tailor considers appropriate in the circumstances and reasonably necessary to conduct the audit. If a third party is to conduct the audit, Tailor may object if the auditor is, in Tailor's reasonable opinion, not independent or otherwise manifestly unsuitable. Such objection by Tailor will require Customer to appoint another auditor or conduct the audit itself. In the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by Tailor is not sufficient in the circumstances to demonstrate Tailor's compliance with this DPA, Tailor will allow for and contribute to audits by Customer or a third party auditor mandated by Customer in relation to the processing of the Customer Personal Data by Tailor. To request an audit, Customer must submit a proposed audit plan to Tailor at least 30 days in advance of the proposed audit date and any third party auditor must sign a customary non-disclosure agreement mutually acceptable to the parties (such acceptance not to be unreasonably withheld) providing for the confidential treatment of all information exchanged in connection with the audit and any reports regarding the results or findings thereof. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Tailor will review the proposed audit plan and provide Customer with any concerns or questions (for example, any request for information that could compromise Tailor's security, privacy, employment or other relevant policies). Tailor will work cooperatively with Customer to agree on a final audit plan. Nothing in this Section 12 shall require Tailor to breach any duties of confidentiality. If the controls or measures to be assessed in the requested audit are addressed in an SOC 2 Type 2, ISO, NIST or similar audit report performed by a qualified third party auditor within twelve (12) months of Customer's audit request and Tailor has confirmed there have been no known material changes in the controls audited since the date of such report, Customer agrees to accept such report in lieu of requesting an audit of such controls or measures. The audit must be conducted during regular business hours, subject to the agreed final audit plan and Tailor's safety, security or other relevant policies, and may not unreasonably interfere with Tailor's business activities. Customer will use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing, and hereby indemnifies Tailor in respect of, any damage, injury or disruption to Provider's systems, equipment, personnel, data, and business (including any interference with the confidentiality or security of the data of Tailor's other customers or the availability of Tailor's services to such other customers). Customer will promptly notify Provider of any non-compliance discovered during the course of an audit and provide Provider any audit reports generated in connection with any audit under this Section 12, unless prohibited by EU Data Protection Laws or otherwise instructed by a supervisory authority. Customer may use the audit reports only for the purposes of meeting Customer's regulatory audit requirements and/or confirming compliance with the requirements of this DPA. Any audits are at Customer's sole expense.

13. **Relationship with the Agreement**.

13.1 The parties agree that this DPA shall replace any existing DPA the parties may have previously

entered into in connection with the Services.

13.2 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict in connection with the processing of Customer Personal Data. If there is any conflict between the Standard Contractual Clauses and the Agreement (including this DPA), the Standard Contractual Clauses shall prevail to the extent of that conflict in connection with the processing of Customer Personal Data. Further, Schedule 13.2 may include supplemental provisions that may apply between Customer and DPA where required by Applicable Data Privacy Laws, and such supplemental provisions shall be considered incorporated into this Agreement and to prevail to the extent of conflict with other requirements of this Agreement.

13.3 Notwithstanding anything to the contrary in the Agreement or this DPA, the liability of each party and each party's affiliates under this DPA shall be subject to the exclusions and limitations of liability set out in the Agreement.

13.4 Any claims against Tailor under this DPA shall only be brought by the Customer entity that is a party to the Agreement against Tailor. In no event shall this DPA or any party restrict or limit the rights of any data subject or of any competent supervisory authority.

13.5 This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by Applicable Data Protection Laws.

13.6 This DPA and the Standard Contractual Clauses will terminate simultaneously and automatically upon deletion by Tailor of the personal data covered by this DPA, in accordance with Section 13 of this DPA.

[signatures next page]

By signing below, each party acknowledges that it has read and understood the terms of this DPA and agrees to be bound by them.

Customer: _____	**Tailor: Tailor Technologies Inc.**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date signed: _____	Date signed: _____
Email for notices: _____	Email for notices: _____

Annex A

List of Parties /
Description of Processing
/ Transfer

Annex 1(A): List of Parties	
Data Exporter	**Name of the data exporter:** the entity identified as "Customer" in the Agreement **Contact details:** the address and contact details associated with Customer's account Tailor, or as otherwise specified in the Agreement or this DPA. **Activities relevant to the data transferred:** See Annex 1(B) below. User's subscriptio access to the Tailor Cloud and Tailor Cloud Products, as further described in the Agreement. **Signature and date:** See DPA signature page **Role (Controller/Processor):** Controller for Module 2; Processor for Module 3
Data Importer	**Name of the data exporter:** Tailor Technologies, Inc. **Contact details:** Legal Department legal@tailor.tech **Activities relevant to the data transferred:** See Annex 1(B) below. Tailor provides a cloud-based, subscription access to its Tailor Cloud Products tools and related services, a further described in the Agreement. **Signature and date:** See DPA signature page **Role (Controller/Processor):** Processor
Annex 1(B): Description of the Processing / Transfer	
Categories of data subjects whose personal data is transferred:	Users of the Services
Categories of personal data transferred:	Business contact information of Customer
Sensitive data transferred (if appropriate):	Not Applicable
Frequency of the transfer:	Continuous
Nature of the processing:	Providing the Services (including support and technical services) as permitted in the Agreement, including User login and authentication, to maintain and display User profiles, and manage access controls and User permissions. Providing routine busine communications in accordance with Tailor's privacy policy located at [link].
Purpose(s) of the data transfer:	Permitted Purposes as set forth in Section 4 of the DPA

Duration of the processing:	Tailor will retain Customer Personal Data for the term of the Agreement and any peri after the termination of expiration of the Agreement during which Tailor is obligated process Customer Personal Data in accordance with the Agreement.
Transfers to Subprocessors:	A list of Subprocessor providing services related to infrastructure and provision of th Services as described in Annex B.
Annex 1(C): Competent Supervisory Authority	
Competent supervisory authority:	Irish DPC

ANNEX B

Technical and Organizational Security Measures

Description of the technical and organizational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons:

Tailor maintains the technical and organizational security measures described in Section 8 in the DPA

***For transfers to Subprocessors**, also describe the specific technical and organizational measures to be taken by the Subprocessor to be able to provide assistance to the controller and, for transfers from a processor to a Subprocessor, to the data exporter:*

Subprocessor	**Location**	**Role**	**Security Measures**
Google Cloud	*United States*	*Hosting Provider and Analytics Tool*	*https://cloud.google.com/security/gdpr* *https://cloud.google.com/security/infrastructure/design*
Mongo DB	*United States*	*Database Provider*	*https://www.mongodb.com/security*

Schedule 6.2

Cross Border Data Transfers and Applicable Data Protection Laws

Last update to this schedule: April 1, 2023

(a) EU GDPR. In relation to transfers of Customer Personal Data protected by the EU GDPR and processed in accordance with this DPA, the EU SCCs shall apply, completed as follows:

(1) Module Two or Module Three will apply (as applicable);

(2) in Clause 7, the optional docking clause will not apply;

(3) in Clause 9, Option 2 will apply, and the time period for prior notice of Subprocessor changes shall be as set out in Section 7 of this DPA;

(4) in Clause 11, the optional language will not apply;

(5) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;

(6) in Clause 18(b), disputes shall be resolved before the courts of Ireland;

(7) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex A to this DPA, as applicable; and

(8) Subject to Section 8 of this DPA, Annex II of the EU SCCs shall be deemed completed with the information set out in Annex B to this DPA.

(b) UK GDPR. In relation to transfers of Customer Personal Data protected by the UK GDPR, the EU SCCs will also apply in accordance with paragraph (a) above, with the following modifications:

(1) any references in the EU SCCs to "Directive 95/46/EC" or "Regulation (EU) 2016/679" shall be interpreted as references to the UK GDPR; references to specific Articles of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK GDPR;

(2) references to "EU", "Union" and "Member State law" are all replaced with "UK"; Clause 13(a) and Part C of Annex I of the EU SCCs are not used; references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the Information Commissioner and the courts of England and Wales;

(3) Clause 17 of the EU SCCs is replaced to state that "The Clauses are governed by the laws of England and Wales" and Clause 18 of the EU SCCs is replaced to state "Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts," unless the EU SCCs, implemented as described above, cannot be used to lawfully transfer such Customer Personal Data in compliance with the UK GDPR in which case the UK SCCs shall instead be incorporated by reference and form an integral part of this DPA and shall apply to such transfers. Where this is the case, the relevant annexes or appendices of the UK SCCs shall be populated using the information contained in Annex A and Annex B of this DPA (as applicable).

(c) Swiss DPA. In relation to transfers of Customer Personal Data protected by the Swiss DPA, the EU SCCs will also apply in accordance with Section 6.1 above, with the following modifications:

(1) any references in the EU SCCs to "Directive 95/46/EC" or "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA;

(2) references to "EU", "Union", "Member State" and "Member State law" shall be interpreted as references to Switzerland and Swiss law, as the case may be; and

(3) references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the Swiss Federal Data Protection and Information Commissioner and competent courts in Switzerland, unless the EU SCCs, implemented as described above, cannot be used to lawfully transfer such Customer Personal Data in compliance with the Swiss DPA in which case the Swiss SCCS shall instead be incorporated by reference and form an integral part of this DPA and shall apply to such transfers. Where this is the case, the relevant annexes or appendices of the Swiss SCCs shall be populated using the information contained in Annex A and Annex B to this DPA (as applicable).

Schedule 13.2

Additional Supplemental Provisions Required by Applicable Data Protection Laws

At this time there are no additional supplemental provisions to this DPA.

Appendix 6

Government End Users

If the customer party to a Tailor Cloud Subscription Agreement is a governmental entity, depending on the jurisdiction of the customer party, certain provisions may be considered incorporated into the Tailor Cloud Subscription Agreement. Please see below for the countries indicated.

United States

The Tailor Cloud Products and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Appendix 7

Export Compliance

At this time there are no supplemental provisions to the Tailor Cloud Subscription Agreement concerning export compliance.

Appendix 8

Governing Law & Dispute Resolution

If you are located in one of the countries listed below, the governing law and method of dispute resolution applying to your Tailor Cloud Subscription Agreement shall be as provided below for such country. Otherwise the governing law and method of dispute resolution shall be the following rules (the "**Standard Rules**"), which in any event apply to the Tailor Cloud Subscription Agreements with all customers located in the United States or any of its territories or possessions.

Standard Rules

Governing Law – This Agreement shall be governed by both the substantive and procedural laws of the State of California, U.S.A., excluding any conflict of law rules that would give rise to a contrary result and excluding the United Nations Convention for the International Sale of Goods. Subject to the following paragraph (Arbitration; No Class Actions), any legal action or proceeding arising under the Agreement shall be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein.

Dispute Resolution -- To resolve disputes efficiently and effectively, and subject to applicable laws, both parties agree that any and all disputes arising in connection with this Agreement shall be resolved by binding arbitration. YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT. Notwithstanding anything to the contrary in this paragraph, nothing herein shall be deemed to waive, preclude or otherwise limit your or Tailor's right to (1) pursue enforcement actions through applicable governmental agencies where such actions are available, (2) seek injunctive or similar relief in a court of law, or (3) to file suit in a court of law to address intellectual property infringement claims. Any arbitration arising from this Agreement shall be governed by the Commercial Arbitration Rules and Mediation Procedures ("**AAA Rules**") of the American Arbitration Association ("**AAA**") and shall be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org. A party who intends to seek arbitration must first send a written notice of the dispute to the other (you agree to send any such notices to legal@tailor.tech). The notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("**Arbitration Claim**"). We and you agree to use good faith efforts to resolve the claim directly, but if we and you do not reach an agreement to do so within 30 days after the notice is received, you or Tailor may initiate an arbitration. Any arbitration hearings shall take place at a location to be agreed upon in San Francisco, California provided that if the claim is for US$10,000 or less, you may choose whether the arbitration shall be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephonic hearing; or (iii) where available, by an in-person hearing as established by the AAA Rules in the local area of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Arbitration Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rules of Civil Procedure 11(b)), then the payment of all fees shall be governed by the AAA Rules. In such case, you agree to reimburse Tailor for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST TAILOR ONLY IN YOUR INDIVIDUAL (PERSON OR ENTITY)

CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Tailor agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If Tailor makes any future change to this arbitration provision, you may reject any such change by sending us written notice to legal@tailor.tech within 30 days of the change, in which case your account with Tailor will be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject shall survive. Notwithstanding anything to the contrary in this Agreement, if this any part of this Dispute Resolution provision is found to be unenforceable, then the entirety of this Dispute Resolution provision shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described above under the Governing Law provision shall govern any dispute related to this Agreement or its validity or termination.

Governing Law and Dispute Resolution Rules for Customers Located in Certain Countries

At this time, there are no countries for which a deviation from the Standard Rules apply.