



SOFTWARE AS A SERVICE (SaaS) SUBSCRIPTION AGREEMENT

THIS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT ("Agreement") dated _____ (the "Effective Date") is between Image API, LLC (the "Service Provider"), whose principal place of business is located at 2002 Old St. Augustine Rd., Bldg. D, Tallahassee, FL 32301, and the individual or entity identified as _____ (the "Customer").

Agreement Documents. This Software as a Service (SaaS) Agreement, together with a fully executed Service Provider Proposal, Customer Purchase Order, and other agreement documents, collectively referred to as the Agreement Documents sets forth the entire understanding between the Service Provider and Customer. In cases where there are conflicts between the Agreement Documents, the order of precedence is as follows: SaaS Agreement, Service Provider Proposal, Customer Purchase Order, and then other Agreement.

1. Defined Terms:

- a) **Access:** The access to system shall mean to store data in, retrieved data from, or otherwise approach or make use of through electronic means the Software Product.
- b) **Authorized User:** Any individual, including employees and consultants, authorized by the Customer to use the services as an individual user.
- c) **Concurrent Users:** Means the number of Authorized Users that are simultaneously logged in to the Software Product at any given point in time, irrespective of whether any such Authorized User is using the resources related to the Software Product.
- d) **Customer Data:** Means all data and files uploaded to the software product by Authorized Users and all the data and files created by an Authorized User as a result of using the Software Product.
- e) **Documentation:** Means the user guides, instruction, or knowledge-base materials provided by Service Provider to the Customer as part of the services.
- f) **Product Updates:** Means new versions of the Software Product, containing new or improved features and functionality, modifications, break/fix, or other enhancements.
- g) **Service Provider:** Means the software products the Service Provider grants Customer access to as part of the services agreement.
- h) **Software as a Service ("SaaS"):** Means the services to include the term license to software application(s), related application program interface(s) ("API(s)"), managed hosting, system configuration, administration, and monitoring activities, product updates, and Level II support during the agreement term.
- i) **Software Product:** Means the software application(s), related API(s) owned or distributed by Service Provider to which Service Provider grants Customer access as part of the services, including program documentation, and all program updates provided as part of the service during the term of the agreement.
- j) **Third Party Technology:** Means any third-party technology provide or made available by the Service Provider or the Customer in connection with the Software.

2 SOFTWARE AS A SERVICE (SaaS) SERVICES

2.1 Agreement Term. The original subscription period or term ("original term") of this Agreement shall commence on the Effective Date and continue for one (1) calendar year or 12 consecutive months unless terminated based on "cause" or "convenience" provisions. Service Provider shall automatically renew for subsequent Subscriptions Periods of one (1) calendar year or 12 consecutive months unless either party provides written notice of its election not to renew this Agreement at least 90 days prior to end of the then current Subscription Period or otherwise terminates this Agreement pursuant to the terms of this Agreement. Upon termination of this Agreement for any reason, all rights and subscriptions granted to Customer shall immediately terminate, and the Customer shall cease using the Services and shall prohibit Authorized Users from using the Services.

2.2 Termination for Cause. The Customer shall have the right to terminate this Agreement where (a) there is a breach of material obligation under this agreement on the part of the Service Provider; (b) the Customer has provided the

Service Provider adequate notice in writing; and (c) the Service Provider has failed to cure that breach within a reasonable period of time. In the event the Customer terminates the Agreement pursuant to this section, the Service Provider shall receive all amounts owed for the work performed up to and including the date of termination.

- 2.3 Termination for Convenience.** The Customer shall have the right to terminate this Agreement, without any specific cause or reason, upon giving ninety (90) day's written notice to the Service Provider of intent to terminate agreement. In the event the Customer terminates the Agreement pursuant to this section, the Service Provider shall receive all amounts owed for work performed up to and including the date of termination; as well as, all amounts owed for the remaining agreement term (e.g., date of termination to the end of the original or then current renewal term)..
- 2.4 Data Transfer.** In the event the Customer or Service Provider chooses to terminate this Agreement; or if either party is found to be in default of this Agreement, the Service Provider will not restrict Customer's access to its application, data, and required documents for a period of 60 days. Further, in the event that the Customer and its Authorized Users' access to and use of Image API's software application ceases, due to one of the conditions cited above, the Service Provider will promptly provide to Customer any Customer data, documents, or other digital content which was stored in Image API's software application as follows:
- 2.4.1** Upon termination or cancelation of this Agreement, the Customer will open an account with the Service Providers cloud partner and provide temporary access to the Service Provider. The Service Provider will migrate all Customer Data and Files in a mutually agreed format, to storage resources in Customers cloud provider account. Service Provider will not maintain data or files beyond a period of 60 days. Service Provider shall be entitled to compensation for expenses associated with the media and transfer of data and files as part of Services Closure.
- 2.5 Software Product License.** The Service Provider hereby grants to Customer a nonexclusive, non-assignable, royalty free, limited right to use the services solely for Customer's business operations during the term of this Agreement. Software Product License includes the right of Customer to allow its Authorized Users to access the Software Product both from Customer's facilities and remotely from offsite locations. Customer is solely responsible for Customer's Authorized Users' compliance with the Agreement. Customer's license is limited to the number of Authorized Users and Concurrent Users defined in other Agreement Documents.
- 2.6 Service Provider SaaS Services.** Service Provider provides SaaS Services for in-scope Software Product(s) in the Production Environment, including, but not limited to:
- a) Encryption of data in transit and at rest;
 - b) Backup of Production files and data on a scheduled basis;
 - c) Managed hosting, per infrastructure sizing for compute resources and storage, at time of contract or renewal;
 - d) Adherence to Service Provider Service Levels; and
 - e) Product updates.
- 2.7 Hosting Services.** Hosting shall at all times be provided by and the sole responsibility of the Service Provider. Service Provider may utilize its own facilities or may utilize infrastructure and components provided by third parties, which are, by definition, approved sub-contractors of the Service Provider. Hosting Services are located in the United States.
- 2.8 Internet Access.** The Hosting Services provided to Customer by Service Provider do not include Customer access to the Internet. The Customer shall be solely responsible for acquiring, purchasing, installing, configuring, maintaining, updating, and implementing the computer access to the Internet, including (without limitation) computer software, computer hardware and telecommunication equipment and all fees, costs, and expenses in connection therewith.
- 2.9 Data Protection.** Service Provider and Customer both shall put industry-standard and commercially reasonable safeguards in place to prevent unauthorized access to, use of, or disclosure of the disclosing party's Data.
- 2.10 Confidential Information.** All information disclosed between the Customer and Service Provider that is identified as confidential at the time such information comes into the possession or knowledge of the receiving party and that is not: (i) already known by the receiving party; (ii) in the public domain;(iii) conveyed to the receiving party by a third party who is not subject to restrictions to the disclosure or use of such information; (iv) released by the

disclosing party without restriction; (v) independently developed by the receiving party; and (vi) required by court order to be released by the receiving party. Confidential information shall remain in the strictest confidence of the receiving party through the termination of this Agreement and for a period of 1 (one) year after the termination.

2.11 Support Services. The Service Provider is responsible for providing Level II Support Services which are defined as resolving application issues related to the Software Product(s) provided by the Service Provider as part of the service. Level II Support Services are accessed via the Service Provider's Support Portal which is available 24 hours per day and a telephone number during the Service Provider's standard support business hours (8:00 AM – 6:00 PM) Eastern Standard Time, Monday through Friday, excluding holidays. Up to three (3) logins are provided to Customer to access the Support portal.

2.12 Standard Service Levels

2.12.1 System Availability. The System shall be available to Customer and Authorized Users 365 days of each year, 99.1% of the available time excluding scheduled downtime that is attributable to (a) acts and omissions of the Customer; (b) Failure of an internet service provider; and (c) planned system maintenance by the Service Provider.

2.12.2 Level II Support Availability. Via Support Portal is 24 hours per day, 365 days per calendar year and via Toll-Free telephone call is from 8:00 AM – 6:00 PM Eastern Standard Time, Monday through Friday, excluding State of Florida holidays.

2.12.2.1 Response Time. Help Desk Tracking /Reporting tracks when customer support ticket is received and when an acknowledgement was issued. The Service Provider will acknowledge, via email to submitter, within 60 minutes of the reported issued by the Customer. Note: An incident reported outside standard business hours is assumed to be received at 8:00 AM Eastern Standard Time the following business day.

2.12.2.2 Resolution Time. The Service Provider will resolve the Level II application issues related to the software product that can be resolved via Level II Support within three (3) business days. For those issues that require a software development to resolve a defect, the Service Provider and Customer will work together to establish a mutually agreeable resolution time frame.

3 CUSTOMER RESPONSIBILITIES

3.1 Responsibilities. Customer is responsible for all information input, edited, authored or otherwise submitted by the Customer and Authorized Users into the Software Products. Customer is responsible for use of compatible software in accordance with the Software Product specifications. Customer warrants that it will comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software.

3.2 Level I Support. Customer is responsible for providing Level I support to its Authorized Users to include support requests related to general issues or inquiries related to Authorized User computers, access, user rights and privileges, password resets, general "how to" user inquiries, and issues including but not limited to application administration, network connectivity, and browser behavior.

Authorized Users will contact their internal help desk or internal subject matter expert(s) first, to assess and qualify their issue

The Customer's Level I Support will have access to and can escalate qualified requests to the Service Provider's Level II Support via Service Provider's Support Portal and via toll-free telephone number.

4 GENERAL PROVISIONS

4.1 Force Majeure. Except for payment and confidentiality obligations, or protection of intellectual property, neither party is responsible for any delay or failure in performance of this Agreement to the extent causes are beyond its reasonable control.

4.2 Assignments. All assignments of rights under this Agreement by Customer without the prior written consent of Service Provider shall be void.

- 4.3 Limitation of Liability.** Neither the Customer nor the Service Provider is liable to the other for special, indirect, punitive, or consequential damages even if the party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.
- 4.4 Indemnification.** Both the Service Provider and the Customer agree to defend, indemnify, and hold harmless the other party from and against any loss, cost, and expense in connection with any third-party claim that arises related to this Agreement. Service Provider's obligations under this indemnification are expressly conditioned on the following: (a) Customer must promptly notify Service Provider in writing of any such claim of which Customer has actual knowledge; (b) Customer must, in writing, grant Service Provider sole control of the defense of any such claim and of all negotiations for its settlement or compromise, provided that no such settlement or compromise shall impose any monetary or other obligations on Customer; and (c) Customer must reasonably cooperate with Service Provider to facilitate the settlement or defense of the claim. This Section states the entire liability of Service Provider with respect to infringement by the Service Provider Products, SaaS Services or any parts thereof, and Service Provider shall have no additional liability with respect to any alleged or proven infringement.
- 4.5 Ownership and Restrictions.** Customer will retain all ownership and intellectual property rights in and to Customer data. Service Provider will retain all ownership and intellectual property rights to the Service Provider services and Service Provider products. Service Provider retains all ownership and intellectual property rights to anything developed and delivered under the agreement.
- 4.6 Third-Party Technology.** Customer hereby acknowledges and agrees that Third-Party Technology, defined as supporting software, is required to implement and use the Software. Service Provider shall have no obligation to supply, provide, or deliver to Customer the Third-Party Technology or otherwise participate in the acquisition of Third-Party Technology by Customer. Customer shall be solely responsible for acquiring, maintaining, integrating, and updating all Third-Party Technology necessary to implement and use the Software, including all costs, fees, and expenses in connection therewith. Customer shall be responsible for obtaining all necessary licenses, authorizations, and rights for Customer to acquire and use the Third-Party Technology and for Host to use, modify, and distribute the Third-Party Technology in connection with the Software and Hosting Services.
- 4.7 Express Warranties Customer acknowledges and agrees that the Service Provider (including officers, employees, agents, directors, and independent contractors of Service Provider) has not made or granted any express warranties concerning the Software Product warranty or SaaS Services outside what has been defined in this Agreement.**



Agreement Signature Page

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

SERVICE PROVIDER: Image API, LLC

CUSTOMER: _____

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____
