



### Dataclay Templater™ Support Plans, Terms and Fees

Prices	
Prices listed in U.S. Dollars (USD) not including sales tax or VAT	Prices are subject to change without notice, provided that the fees for purchased Support plans will not be affected until renewal (including auto-renewal) of the Support term selected by you (i.e. month, partial year or year)
	Fees for Support are per Designated Contact
Support Hours*	
Regular Support Hours (Central Standard Time)	Monday — Friday, 9AM to 5PM
Extended Support Hours (Central Standard Time)	Monday — Thursday, 8AM to 7PM Friday, 8AM to 5PM
*Availability subject to U.S. national holiday schedule	
Support Contact Information	support@dataclay.com
Sales Contact Information	sales@dataclay.com

The Support services selected by you will be provided under and pursuant to the Dataclay Support Terms and Conditions found at <http://legal.dataclay.com> ("Support Agreement"). Your election to purchase Support is evidence of your and Dataclay's agreement to be bound by the Support Agreement. The Support Agreement will become effective upon the date of your purchase of Support. All orders for Support will be governed by the terms and conditions of this Support Agreement, and none of the terms or conditions of your purchase order, acknowledgements or any other communication between you and Dataclay will be applicable.

	Standard	Premium	Ultimate	
Plan Benefit				Benefit description
Term-based support	Limited Perpetual	1mo., 3mo., 6mo., or 12mo. or Monthly Recurring or Annual Recurring	1mo., 3mo., 6mo. or 12mo. or Monthly Recurring or Annual Recurring	Flexible pricing for your business size and operation
Free Templater updates and upgrades	●	●	●	Receive all upgrades and updates at no additional cost
Searchable knowledgebase	●	●	●	Access up-to-date Templater documentation on our website
Video tutorials	●	●	●	Ramp up with Templater quickly with video instruction
User-to-user forums	●	●	●	Learn from our awesome community of users
Installation support and license management	●	●	●	Receive support as you install and activate Templater
60 days of email support from date of license purchase	●	●	●	Email support for 60 days starting from date of license purchase
Inspect Templater log files for troubleshooting	●	●	●	Share Templater logs with support team to identify causes of issues
Unlimited email support		●	●	Correspond with our support team via email to resolve issues
Telephone / chat / screenshare support		●	●	Schedule telephone or telepresence sessions for troubleshooting
Troubleshoot Adobe After Effects project files		●	●	Share your project files for support team to troubleshoot
Troubleshoot Google Sheet data sources		●	●	Share your Google Sheet for support team to troubleshoot
Troubleshoot Local JSON data sources		●	●	Share your JSON text files for support team to troubleshoot
Troubleshoot Remote JSON URL feeds			●	Share your URL feed responses for support team to troubleshoot
Troubleshoot automation event scripts			●	Access troubleshooting support for your event scripts
Priority email support			●	Receive support email replies by the following business day or sooner
Priority telephone / chat / screenshare support			●	Schedule next business day telephone or telepresence conferences
Extend support hours			●	Access support outside of normal operating hours*
Price	Free	\$200 per month	\$400 per month	

## **Support Terms and Conditions for Dataclay Templater™**

These Support Terms and Conditions constitute the entire agreement ("Support Agreement") between Dataclay, LLC ("Dataclay", "we", "us" or "our") and you ("you" or "your"), and apply to the Templater™ support provided by us including, but not limited to, any Dataclay-provided documentation, websites, tutorials, videos, updates, upgrades and other materials (collectively, "Support").

OUR PROVISION OF SUPPORT IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS OF THIS SUPPORT AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS; IF THIS SUPPORT AGREEMENT IS CONSIDERED AN OFFER BY US, THEN ACCEPTANCE BY US IS LIMITED TO THESE TERMS AND CONDITIONS. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND DATACLAY.

IF YOU ARE ACCEPTING THIS SUPPORT AGREEMENT ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THIS SUPPORT AGREEMENT.

### **1. Support Services; Designated Contact**

We will provide you with the Support described in the Support plan purchased by you, in consideration of your agreement to this Support Agreement and so long as you pay all applicable Support fees when due and install all Updates and Upgrades (defined below) provided by us to you under this Support Agreement. We may modify our Support plans at any time without notice, except that in no event will we materially reduce the level of Support for your purchased Support plan until renewal (including auto-renewal) of the Support term selected by you (i.e. month, partial year or year).

If the Support plan selected by you includes updates and/or upgrades to Templater ("Updates and Upgrades"), then such Updates and Upgrades are deemed part of Templater and are provided subject to the terms and conditions of the Templater End User License Agreement. We will only be obligated to provide Support for the then-current version of Templater and the immediately preceding minor version released by us.

We will provide Support services only to, and communicate only with, the individual whose email address was submitted to us at the time of purchase in the account set up ("Designated Contact"). Fees for Support are per Designated Contact. The Designated Contact cannot be changed during a Support term, without the prior express written consent of Dataclay, which consent may be withheld in our sole discretion. The Designated Contact must have English language communication skills and the relevant technical knowledge necessary to assist us in performing the Support services contemplated under this Support Agreement.

Upon your request, and our agreement, we may provide additional services to you outside the scope of our current Support plans at our then-current consulting rates on a time and materials basis, or at mutually agreed rates. Any such consulting services are subject to the terms and conditions of this Support Agreement.

### **2. Fees, Payment and Taxes**

You will pay us the applicable fees for the Support plan and Support term you selected. The billing cycle begins on the day you purchase Support and is due on approximately that day each month, partial year or year thereafter (using a 30-day calendar month), depending on the Support term and billing terms selected. A valid credit card is required for accounts to process payment. Dataclay or our payment processor will automatically charge your credit card on file based on your billing cycle (monthly, partial yearly or yearly, depending on the Support term and billing terms selected). If any fees due hereunder and billed to your

credit card are declined for any reason, and such fees are 5 or more business days overdue, then we may, without limitation, suspend Support until such amounts are paid in full.

Fees for Support are based on the Support plan and Support term you selected and are due regardless of actual usage. WHILE YOU MAY CANCEL SUPPORT AND THIS SUPPORT AGREEMENT AT ANY TIME BEFORE RENEWAL OF YOUR SUPPORT TERM (pursuant to the Term and Termination Section below), FEES ARE NON-REFUNDABLE, AND YOU WILL NOT BE ENTITLED TO ANY REFUNDS OR CREDITS OF PREPAID SUPPORT FEES AND YOU WILL BE OBLIGATED TO PAY ANY REMAINING FEES FOR THE SUPPORT PLAN AND SUPPORT TERM YOU SELECTED.

Prices are subject to change without notice, provided that the fees for purchased Support plans will not be affected until renewal (including auto-renewal) of the Support plan and Support term selected by you (i.e. month, partial year or year).

All amounts payable under this Support Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Applicable taxes will be applied to the fees for the Support plan selected by you. You will pay all taxes and duties assessed in connection with this Support Agreement by any authority, except for taxes payable on Dataclay's net income. You will promptly reimburse Dataclay for any and all taxes or duties that Dataclay may be required to pay on your behalf in connection with this Support Agreement or its performance. This provision does not apply to any taxes for which you are exempt and for which you have furnished Dataclay with a valid tax exemption certificate authorized by the appropriate taxing authority.

### **3. License, Access and Intellectual Property Rights**

Subject to your compliance with this Support Agreement, Dataclay grants you a limited, non-exclusive, non-transferable, non-sublicensable license to receive, access and use the Support services for your internal business use. This license is personal to you, and you do not have the right to sell, rent, lend, sublicense, copy, or redistribute to third parties, or provide third parties with access to the Support, in whole or in part, without the prior express written consent of Dataclay. Notwithstanding the foregoing, you may use the results of the Support services we provide to you for the benefit of your organization and other licensed users of Templater. All rights not expressly granted to you in this Support Agreement are reserved and retained by Dataclay or our licensors. The Support services including, but not limited to, all content, documentation, text, graphics, logos, images, websites, tutorials, videos, data, Updates and Upgrades and other materials included in or made available through the Support services are the property of Dataclay or its licensors and protected by United States and international intellectual property laws.

### **4. Term and Termination**

The initial term of this Support Agreement is the Support term you selected when you purchased Support (i.e. month, partial year or year). At the end of the initial term, this Support Agreement will automatically renew for a new term without notice for the same Support plan and Support term, at the same fees (but subject to our right to modify pricing pursuant to the Fees, Payment and Taxes Section above), and billing cycle unless you validly cancel and terminate Support and this Support Agreement before the applicable renewal date of your Support term. You may cancel and terminate Support and this Support Agreement by logging into your account and de-selecting or canceling auto-renew before renewal of your Support term. WHILE YOU MAY CANCEL SUPPORT AND THIS SUPPORT AGREEMENT AT ANY TIME BEFORE RENEWAL OF YOUR SUPPORT TERM, FEES ARE NON-REFUNDABLE, AND YOU WILL NOT BE ENTITLED TO ANY REFUNDS OR CREDITS OF PREPAID SUPPORT FEES AND YOU WILL BE OBLIGATED TO PAY ANY REMAINING FEES FOR THE SUPPORT PLAN AND SUPPORT TERM YOU SELECTED.

Each of us may terminate this Support Agreement if the other party breaches any term of this Support Agreement including, but not limited to, nonpayment, and fails to cure such breach within 5 business days after written notice thereof. Further, each of us may immediately terminate this Support Agreement upon written notice if the other party ceases to carry on business as a going concern, or becomes the object of

the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets, if such petition or proceeding is not dismissed or receiver discharged within 30 days of filing or appointment.

Without prejudice to our other rights, we reserve the right to suspend our provision of, or your access to, Support if you do not pay amounts when due hereunder. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for Support fees during any period of suspension. The rights and obligations contained in Sections 2, 4, 5, 6, 7, 8, 9 and 11 will survive any termination of this Support Agreement.

## **5. Disclaimer**

We will use commercially reasonable efforts to provide Support to you. However, no software is perfect or error free and, despite our commercially reasonable efforts, we may not be able to provide answers to or resolve some or all requests for Support. We make no promises, guarantees, or assurances of any kind that we will be able to resolve all of your Support requests.

From time to time, and in order for us to assist in resolving a Support request, it may be necessary for you to provide us with remote access to certain of your data sets and files. The decision to share any of your data sets and files with us, as well as the length of time such sharing is enabled by you, is solely in your discretion; provided, however, you understand and acknowledge that we may not be able to provide answers to or resolve some of your Support requests without such access. It is your responsibility to disable our remote access to your data sets and files when our access is no longer needed, and we will not be liable or responsible for any such continued access you enable (i.e. by not removing our email address from the shared files). Any such data sets and files to which you provide us access are subject to our confidentiality obligations set forth in the below Confidentiality Section.

SUPPORT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION AND TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. To the extent warranties cannot be disclaimed or excluded, they are limited to the duration of the minimum warranty period required by applicable law.

## **6. Confidentiality**

Each of us will keep confidential and not disclose to any third party or use, except as expressly authorized by this Support Agreement, any confidential information ("Confidential Information") disclosed by each of us (the "disclosing party") to the other party (the "receiving party"); provided, however, the receiving party will not be prohibited from disclosing or using information, (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the receiving party, (ii) that is or has been disclosed to the receiving party by a third party who is not under, and to whom the receiving party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the receiving party without use of the disclosing party's Confidential Information. The receiving party may disclose Confidential Information of the disclosing party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that, if not prohibited by law, the receiving party gives reasonable notice to the disclosing party to contest such order or requirement. Any breach of this Section will cause irreparable harm to the disclosing party for which damages may not be an adequate remedy and, therefore, the disclosing party will be entitled to seek injunctive relief with respect thereto in addition to any other remedies.

## **7. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL WE OR OUR THIRD PARTY LICENSORS, IF ANY, BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT

LIMITED TO DAMAGES FOR LOST PROFITS OR REVENUE, OR FOR BUSINESS INTERRUPTION), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STATUTORY OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THIS SUPPORT AGREEMENT AND/OR YOUR USE OF OR INABILITY TO USE THE SUPPORT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS SUPPORT AGREEMENT, WE ARE FOUND TO BE LIABLE TO YOU FOR ANY LOSS, LIABILITY OR DAMAGE WHICH ARISES OUT OF OR IS IN ANY WAY RELATED TO THIS SUPPORT AGREEMENT AND/OR YOUR USE, OR OUR PROVISION, OF SUPPORT, OUR TOTAL AGGREGATE LIABILITY (INCLUDING OUR THIRD PARTY LICENSORS) TO YOU FOR ALL DAMAGES WILL NOT EXCEED THE SUPPORT FEES YOU PAID TO US IN THE 30 DAYS BEFORE THE DATE OF THE INITIAL CLAIM MADE AGAINST US. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

#### **8. Third party Websites, Links, and Information**

The Support services we make available on our website (i.e. tutorials, knowledgebase, user-to-user forums) may contain information, products, and services provided by third parties and links (including advertisements) to websites made available by third parties. This information and these products, services, and links are provided only as a convenience to users of the Support services. Dataclay does not control this information or these products, services, or websites, and Dataclay does not make any representations or warranties, express or implied, regarding this information or these products, services, or websites and will not be liable for any information or services you receive from them. Inclusion of any of the foregoing in the Support services does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Dataclay with respect to any third party, any third party's website or its content, or any information, products, or services provided by a third party.

#### **9. Discussion Areas; Feedback**

Dataclay makes no representations or warranties with respect to any user-to-user forums, blogs, private messages, emails, or other electronic discussion mediums made available on or via the Support services (collectively, "Discussion Areas") or with respect to any messages, information, or materials contained in the Discussion Areas. Your use of, or reliance upon, any such messages, information, or materials is at your sole risk and expense. Dataclay does not, and cannot, review all of the information and materials provided in the Discussion Areas and has no responsibility or liability for any such information or materials or their use. If Dataclay becomes aware of any information or materials that it determines violate this Support Agreement or the Discussion Areas' policies promulgated by Dataclay from time to time or that Dataclay otherwise deems inappropriate in its sole discretion, Dataclay reserves the right to delete, move, or edit any such information or materials.

You acknowledge that any ideas, inventions, suggestions for improvement or discussions submitted by you regarding any aspect of the Support services ("Feedback") that are not already subject to third party intellectual property rights may be used by us or any other user of the Support services without compensation or attribution, and you hereby grant us a worldwide, irrevocable, royalty-free, non-exclusive, sublicenseable and transferable license under all your intellectual property rights in the Feedback for any purpose.

## **10. Legal Notices**

All notices to you will either be sent to the email address for the Designated Contact or as a posting by us on the Dataclay portal and will be effective upon sending or posting. All notices to Dataclay will be in writing and will be deemed given when personally delivered, or 3 days after being sent by overnight courier, prepaid certified or registered mail, to the following address (or such other address as Dataclay designates through notice to you as provided herein):

Attention: Legal Department  
Dataclay, LLC  
4131 Spicewood Springs Road, Suite C4  
Austin, TX 78759

## **11. Miscellaneous**

You do not have the right or ability to assign or transfer (whether by merger, operation of law or otherwise) this Support Agreement, in whole or in part, including without limitation any obligations or rights under this Support Agreement without the prior express written consent of Dataclay, which consent may be withheld in our sole discretion. A change of control of will be deemed an assignment for purposes of this Section. Any attempt by you to assign or transfer this Support Agreement in violation of this clause is void. Dataclay may assign or transfer this Support Agreement, or any of its rights and obligations under this Support Agreement, without your consent. Subject to the foregoing, this Support Agreement will bind and inure to the benefit of you and Dataclay, our respective successors and permitted assigns.

This Support Agreement represents the complete agreement between you and Dataclay with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and representations between us. Any waiver, modification or amendment of any provision of this Support Agreement will be effective only by a writing executed by both of us. If any provision of this Support Agreement is held to be unenforceable for any reason, such provision will be revised only to the extent necessary to make it enforceable. The failure of Dataclay to enforce any provision of this Support Agreement will not constitute a waiver of future enforcement of that or any other provision. Dataclay and you are independent contractors. Dataclay will not be liable for any failure, deficiency or delay in the performance of its obligations under this Support Agreement due to any force majeure, which will include but not be limited to any storm, flood, fire, explosion, electrical or communication line failure, disturbance, war or military action, acts of terrorism, Government act or administrative delay, equipment failure, the delay of Customer or third parties, or any cause or matter whatsoever not within Dataclay's reasonable control.

This Support Agreement will be governed by and construed under the laws of the State of Texas and the United States, without reference to conflict of laws provisions. If the below Arbitration Section does not apply to you, then any legal suit, action or proceeding arising out of or relating to this Agreement or any dispute will be commenced in the appropriate state or federal court in Austin, Texas, and you and we irrevocably consent to the exclusive jurisdiction of such courts and venue in Austin, Texas for any such proceeding, and we each waive any right to a jury trial.

Any controversy or dispute arising out of or relating to this Support Agreement, or the breach of this Support Agreement, that is not promptly resolved by negotiation between the parties, will be resolved by binding arbitration conducted in accordance with the arbitration rules of the American Arbitration Association ("AAA") and United States Federal Arbitration law without reference to state arbitration law, except that you may assert claims in small claims court if your claims qualify. Judgment upon the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The arbitration tribunal will consist of a single arbitrator mutually agreed by the parties, or in the absence of such agreement within 30 calendar days from the first referral of the dispute to the AAA, designated by the AAA. The place of arbitration will be in Travis County, Texas unless the parties will have agreed to another location within 15 calendar days from the first referral of the dispute to the AAA. The arbitral award will be final and binding. Each party retains the right to seek judicial assistance: (i) to compel arbitration; (ii) to obtain interim measures of

protection prior to or pending arbitration, (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information, and (iv) to enforce any decision of the arbitrator, including the final award. The arbitration proceedings contemplated by this Section will be as confidential and private to the extent permitted by applicable law. To that end, the parties will not disclose the existence, content or results of any proceedings conducted in accordance with this Section, and materials submitted in connection with such proceedings will not be admissible in any other proceeding, provided, however, that this confidentiality provision will not prevent a petition to vacate or enforce an arbitral award, and will not bar disclosures required by law. Any claims by you or your agents must be arbitrated on an individual basis, and must not be consolidated in any arbitration claim of any other party.