

BUILDMYSOP.COM SAAS TERMS AND CONDITIONS

THESE SAAS TERMS AND CONDITIONS (these “SaaS Terms”) are effective as of the date when BuildMySOP.com LLP, a New Mexico limited liability partnership (the “Company”), agrees to provide you “User” or “you”) the Services, described below. Your use of the Company’s online platform (the “Platform”) of the Services is subject to these SaaS Terms, as well as the [Terms of Use](#) and [Privacy Policy](#) on the Company’s website, which are hereby incorporated (collectively, (the “General Terms”). Any terms not defined in these SaaS Terms shall have the meaning in the Terms of Use. In the event of any conflict between the Terms of Use and these SaaS Terms, these SaaS Terms shall control.

1. SaaS Services and Support

1.1 Company will use commercially reasonable efforts to provide User standardized and/or customized operating procedures, employment policies, and other documents, accessible through the Company’s Platform and reasonable tech support services for use of the Platform (the “Services”). User will register an account with Company’s Platform (an “Account”) where User will access the Services and make payments. Company reserves the right to refuse registration and cancel any Account in its sole discretion pursuant to the General Terms.

1.2 Company will provide technical support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Mountain time, with the exclusion of Federal Holidays. Customer may initiate a Helpdesk ticket during Support Hours by calling 505-252-2970, or emailing help@buildmysop.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within 1 business day.

2. Restrictions and Responsibilities

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services or the Platform; modify, translate, or create derivative works based on the Services or any aspect of the Platform (except to the extent expressly permitted by Company or authorized within the Services); use the Services or Platform for timesharing or service bureau purposes or otherwise for the benefit of a third-party; or remove any proprietary notices or labels.

2.2 Customer may not remove or export from the United States or allow the export or re-export of the Services, any component of the Platform, or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with these SaaS Terms, the General Terms, and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company as described in the General Terms in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

3. Confidentiality; Proprietary Rights

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted in the General Terms or herein) or divulge to any third-party any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after 5 years following the disclosure thereof or any information that the Receiving Party can document: (a) is or becomes generally available to the public; (b) was in its possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it without restriction by a third-party; (d) was independently developed without use of any Proprietary Information of the Disclosing Party; or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Platform, all improvements, enhancements or modifications thereto; (b) any software, applications, inventions or other technology developed in connection with the Services or support; (c) any documents, templates, or other materials created by Company and distributed through the Platform; and (d) all intellectual property rights related to any of the foregoing.

3.3 Pursuant to the General Terms, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings. No rights or licenses are granted except as expressly set forth herein.

4. Payment of Fees

4.1 Customer will pay Company the applicable fees for the Services and Implementation Services (the “Fees”) as follows, excluding gross receipts tax:

Documentation

- Standardized Templates: \$5,000
- Customized Templates: \$20,000

Subscription

- 1-50 Employees: \$9.99 per month
- 51-100 Employees: \$7.99 per month
- 101-200 Employees: \$5.99 per month
- 201-300 Employees: \$4.99 per month
- 301+ Employees: \$3.99 per month

4.2 If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

4.3 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company 30 days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. Term and Termination

5.1 These SaaS Terms are for a period of 1 year unless renewed by the parties.

5.2 In addition to any other remedies it may have, including under the General Terms, either party may also terminate upon 30 days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of these SaaS Terms and the General Terms that by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. Warranty and Disclaimer

In addition to any warranties or disclaimers in the General Terms, Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. **THE PLATFORM, SERVICES, DOCUMENTS, MATERIALS, OUTPUT, AND OTHER CONTENT PROVIDED BY COMPANY IN THE PROVISION OF THE SERVICES ARE PROVIDED "AS IS."**

7. Miscellaneous

If any provision of these SaaS Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. These SaaS Terms are not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations herein without consent. Along with the General Terms, these SaaS Terms are the complete

and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the provision of the Services, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this engagement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received when receipt is electronically confirmed, if transmitted by facsimile or e-mail, or the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of New Mexico without regard to its conflict of laws provisions.