

Consulting Services Agreement

This Consulting Services Agreement (the “Agreement”) governs the provision of professional services by Franz Inc. (“Franz,” “we,” “us,” or “our”) to the customer identified in an applicable Statement of Work, ordering document, purchase order accepted by Franz, or other written services order (“Customer,” “you,” or “your”). Franz and Customer may each be referred to as a “Party” and together as the “Parties.”

By ordering, purchasing, accessing, or receiving consulting services from Franz, Customer agrees to this Agreement unless the Parties have entered into a separate written agreement signed by authorized representatives of both Parties that expressly supersedes this Agreement.

1. Scope of Services

Franz may provide consulting, implementation, training, advisory, architecture, configuration, data modeling, knowledge graph development, integration, proof-of-concept support, technical enablement, or other professional services as described in an applicable statement of work, proposal, quote, order form, purchase order accepted by Franz, or similar written document (each, a “Statement of Work” or “SOW”).

Each SOW will describe the applicable services, deliverables, fees, schedule, assumptions, responsibilities, and any special terms. If there is a conflict between this Agreement and an SOW, the SOW will control only for that specific engagement and only to the extent of the conflict.

2. Relationship to Software Licenses

This Agreement governs consulting and professional services only. It does not grant Customer any license or other rights to Franz software, including without limitation AllegroGraph, Allegro CL, PatientGraph, GraphTalker, Gruff, related software, APIs, libraries, tools, documentation, or any updates, modifications, enhancements, or derivative works of the foregoing (“Franz Software”).

Customer’s use of any Franz Software is governed solely by the applicable Franz software license agreement, subscription agreement, evaluation agreement, cloud terms, or other written software license terms entered into by the Parties. No rights to Franz Software are granted by implication, estoppel, course of dealing, performance of services, delivery of work product, or otherwise under this Agreement.

3. Customer Responsibilities

Customer will provide timely access to information, personnel, systems, data, environments, credentials, approvals, facilities, and other resources reasonably required for Franz to perform the services. Customer is responsible for the accuracy, completeness, legality, and quality of all data, materials, instructions, and information provided to Franz.

Customer will maintain appropriate backups of its systems and data. Franz is not responsible for loss, corruption, or restoration of Customer data except to the extent caused by Franz’s gross negligence or willful misconduct.

Customer will ensure that it has all rights, consents, permissions, and authorizations necessary for Franz to access and use Customer-provided materials, systems, and data for purposes of providing the services.

4. Fees, Expenses, and Payment

Customer will pay the fees set forth in the applicable SOW or order. Unless otherwise stated in an SOW, services are provided on a time-and-materials basis at Franz’s then-current rates.

Unless otherwise stated in writing, invoices are due within thirty (30) days of the invoice date. Late payments may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Customer is responsible for all applicable taxes, duties, levies, and similar governmental charges, excluding taxes based on Franz’s net income.

Reasonable travel, lodging, meals, and other out-of-pocket expenses incurred in connection with the services will be reimbursed by Customer if pre-approved by Customer or specified in the applicable SOW.

Franz may suspend performance of services upon written notice if undisputed amounts remain unpaid after the applicable due date.

5. Change Orders

Any material change to the scope, schedule, fees, assumptions, deliverables, or responsibilities described in an SOW must be agreed in writing by the Parties. Franz is not obligated to perform out-of-scope work unless the Parties have agreed to a written change order or amendment.

6. Deliverables

“Deliverables” means reports, designs, configurations, scripts, training materials, documentation, analyses, data models, ontologies, schemas, mappings, code snippets, prototypes, recommendations, or other work product expressly identified as deliverables in an SOW and created by Franz specifically for Customer as part of the services.

Unless otherwise stated in an SOW, Franz grants Customer a non-exclusive, non-transferable, internal-use license to use the Deliverables solely for Customer’s internal business purposes and solely in connection with Customer’s authorized use of Franz Software or the project described in the applicable SOW.

Deliverables are not deemed “works made for hire” unless expressly agreed in a written agreement signed by an authorized representative of Franz.

7. Franz Background IP and Retained Materials

Franz retains all right, title, and interest in and to:

- Franz Software;
- all pre-existing technology, software, tools, libraries, templates, methodologies, know-how, inventions, algorithms, processes, designs, documentation, training materials, sample code, ontologies, data models, frameworks, connectors, utilities, scripts, and other materials owned, developed, licensed, or used by Franz before or outside the services;
- all improvements, modifications, enhancements, derivative works, extensions, and feedback relating to Franz Software or Franz’s pre-existing technology, tools, methods, or know-how;
- all general skills, knowledge, experience, ideas, concepts, techniques, and expertise acquired or developed by Franz in the course of performing services; and
- any materials that are generally applicable to Franz’s business, products, services, or customers.

The foregoing are “Franz Background IP.” Nothing in this Agreement transfers ownership of Franz Background IP to Customer. To the extent any Franz Background IP is incorporated into or necessary to use a Deliverable, Franz grants Customer a limited, non-exclusive, non-transferable license to use that Franz Background IP solely as part of the Deliverable and solely for the internal business purpose described in the applicable SOW, subject to any applicable Franz Software license terms.

8. Customer Materials

Customer retains all right, title, and interest in and to materials, data, content, software, systems, documentation, and information provided by Customer to Franz (“Customer Materials”). Customer grants Franz a limited right to access and use Customer Materials solely as necessary to provide the services and perform its obligations under this Agreement.

Customer will not provide Franz with regulated, sensitive, personal, classified, export-controlled, or third-party confidential information unless expressly authorized in the applicable SOW and unless appropriate safeguards and legal permissions are in place.

9. Feedback

Customer may provide suggestions, enhancement requests, recommendations, ideas, or other feedback regarding Franz Software, services, or business practices (“Feedback”). Franz may use Feedback without restriction or obligation, provided Franz does not disclose Customer’s Confidential Information in doing so.

10. Confidentiality

“Confidential Information” means non-public information disclosed by one Party to the other Party that is marked confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes business, technical, financial, product, security, pricing, roadmap, customer, data, and strategic information.

The receiving Party will use the disclosing Party’s Confidential Information only to perform or receive services under this Agreement and will protect it using at least reasonable care. The receiving Party will not disclose Confidential Information to third parties except to its employees, contractors, advisors, or agents who need to know the information for purposes of this Agreement and are bound by confidentiality obligations at least as protective as those contained herein.

Confidential Information does not include information that the receiving Party can demonstrate: (a) is or becomes public through no fault of the receiving Party; (b) was already known without confidentiality restriction; (c) is independently developed without use of the disclosing Party’s Confidential Information; or (d) is lawfully received from a third party without confidentiality restriction.

If disclosure is required by law, subpoena, court order, or governmental authority, the receiving Party will, to the extent legally permitted, provide prompt notice and reasonably cooperate with efforts to limit disclosure.

11. Data Security and Access

Franz will use commercially reasonable administrative, technical, and organizational measures designed to protect Customer Materials in Franz’s possession from unauthorized access, use, or disclosure.

Customer is responsible for configuring and maintaining access controls, security settings, credentials, environments, network permissions, and system protections for Customer-controlled systems. Customer should not provide Franz with production access unless necessary for the services and appropriately authorized.

Unless otherwise agreed in writing, Franz does not require access to personal information, protected health information, payment card data, classified information, or other highly regulated data to perform standard consulting services.

12. Artificial Intelligence Tools

Franz may use commercially reasonable software tools, automation, development utilities, analytics, or artificial intelligence tools to assist in providing services, provided that Franz remains responsible for the services and does not use Customer Confidential Information in a manner that violates this Agreement.

Franz will not knowingly submit Customer Confidential Information to a public AI service for the purpose of training a generally available model unless Customer has expressly authorized such use in writing.

Customer is responsible for determining whether any Customer-provided data may be used with AI-assisted workflows and for identifying any restrictions that apply to such data.

13. Warranties and Disclaimer

Franz warrants that it will perform the services in a professional and workmanlike manner consistent with generally accepted industry standards. Customer’s exclusive remedy for breach of this warranty is re-performance of the non-conforming services, provided Customer notifies Franz in writing within thirty (30) days after performance of the applicable services.

Except as expressly stated in this Agreement, Franz disclaims all warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Franz does not warrant that any services or deliverables will be uninterrupted, error-free, or achieve any particular business, technical, regulatory, or financial result.

14. Third-Party Products and Services

The services may involve Customer's systems or third-party software, platforms, data sources, APIs, cloud services, tools, or products. Franz is not responsible for third-party products or services, their availability, performance, security, licensing, support, or changes.

Customer is responsible for obtaining and maintaining all third-party licenses, subscriptions, permissions, and access rights required for the services.

15. Independent Contractor

Franz is an independent contractor and not an employee, agent, partner, joint venturer, fiduciary, or representative of Customer. Franz retains control over the manner and means by which the services are performed. Nothing in this Agreement creates any employment, agency, partnership, or joint venture relationship between the Parties.

16. Non-Solicitation

During the term of an applicable SOW and for twelve (12) months thereafter, Customer will not knowingly solicit for employment any Franz employee or contractor who was materially involved in providing the services, without Franz's prior written consent. This restriction does not apply to general solicitations not specifically targeted at such personnel.

17. Export Compliance and Sanctions

Customer will comply with all applicable export control, sanctions, anti-boycott, and trade compliance laws and regulations. Customer will not use, export, re-export, transfer, provide access to, or otherwise make available any Franz Software, services, deliverables, technical data, or related materials in violation of applicable law, including to embargoed or sanctioned countries, entities, or individuals.

Customer represents that it is not located in, organized under the laws of, or ordinarily resident in a country or region subject to comprehensive U.S. trade sanctions, and that it is not identified on any applicable restricted party list.

18. Limitation of Liability

To the maximum extent permitted by law, Franz's total cumulative liability arising out of or relating to this Agreement, any SOW, the services, or the deliverables will not exceed the fees paid by Customer to Franz for the specific services giving rise to the claim during the twelve (12) months preceding the event giving rise to liability.

To the maximum extent permitted by law, neither Party will be liable for any indirect, incidental, consequential, special, exemplary, punitive, or enhanced damages, or for lost profits, lost revenue, loss of goodwill, business interruption, loss of data, or cost of substitute goods or services, even if advised of the possibility of such damages.

The limitations in this Section do not limit liability for Customer's payment obligations, misuse of Franz Software, violation of Franz's intellectual property rights, or any liability that cannot be limited under applicable law.

19. Indemnification

Customer will defend, indemnify, and hold harmless Franz from and against any third-party claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or relating to: (a) Customer Materials; (b) Customer's use of the services or deliverables in violation of this Agreement or applicable law; (c) Customer's systems, data, instructions, or business operations; or (d) Customer's failure to obtain required rights, consents, licenses, or permissions.

20. Term and Termination

This Agreement begins when Customer orders, purchases, accesses, or receives services and continues until terminated. Either Party may terminate this Agreement or an SOW upon written notice if the other Party materially breaches and fails to cure the breach within thirty (30) days after receiving written notice.

Customer may terminate an SOW for convenience upon thirty (30) days' written notice unless the SOW states otherwise. In that event, Customer will pay Franz for all services performed, expenses incurred, non-cancelable commitments, and work in progress through the effective date of termination.

Sections concerning payment, confidentiality, intellectual property, limitations of liability, disclaimers, export compliance, indemnification, and any provisions that by their nature should survive will survive termination.

21. Publicity

Neither Party may use the other Party's name, logo, trademarks, or public statements without prior written consent, except that Franz may identify Customer as a customer in internal records and customer lists unless Customer notifies Franz in writing that it does not consent to such use.

22. Force Majeure

Neither Party will be liable for delay or failure to perform due to events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, internet or utility failures, governmental actions, supply chain disruptions, or other events of force majeure. Payment obligations are not excused by force majeure.

23. Assignment

Customer may not assign this Agreement or any SOW without Franz's prior written consent, except to a successor in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets, provided the successor assumes all obligations under this Agreement and is not a competitor of Franz. Franz may assign this Agreement to an affiliate or successor in connection with a merger, acquisition, reorganization, or sale of substantially all assets.

24. Governing Law and Venue

This Agreement is governed by the laws of the State of California, without regard to conflict-of-law rules. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Alameda County, California, or the Northern District of California, for any dispute arising out of or relating to this Agreement.

25. Notices

Notices must be in writing and delivered by personal delivery, recognized overnight courier, certified mail, or email to the addresses specified in the applicable SOW or order, or to such other address as a Party may designate by notice. Notices to Franz should be sent to:

Franz Inc.

Attn: Legal / Contracts

3515 Mt. Diablo Blvd. Ste. 150

Lafayette, California 94549

legal@franz.com

26. Order of Precedence

If there is a conflict among documents, the following order of precedence applies unless expressly stated otherwise: (1) a mutually signed written amendment; (2) the applicable SOW; (3) this Agreement; and (4) any purchase order or other Customer ordering document. Any pre-printed or standard terms in a Customer purchase order, vendor portal, procurement document, or other Customer document are rejected and will have no effect unless expressly agreed in writing by Franz.

27. Entire Agreement

This Agreement, together with all applicable SOWs and any documents incorporated by reference, constitutes the entire agreement between the Parties regarding the services and supersedes all prior or contemporaneous agreements, proposals, understandings, and communications regarding the services. Any amendment must be in writing and signed by authorized representatives of both Parties.

28. Severability and Waiver

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in effect, and the invalid or unenforceable provision will be replaced by a valid and enforceable provision that most closely reflects the Parties' original intent. A Party's failure to enforce any provision is not a waiver of that provision or any other provision.

29. Counterparts and Electronic Acceptance

This Agreement and any SOW may be executed electronically and in counterparts. Website acceptance, electronic signature, purchase order issuance, payment, or receipt of services may evidence Customer's acceptance of this Agreement where legally permitted.