

# Service Agreement

**between**

**Ruler GmbH** Seestrasse 4, 3700 Spiez, Switzerland, CHE-186.532.610  
("Provider")

**and**

**[Client Name]** [Client Address], [Client Registration Number if applicable]  
("Client")

collectively the "Parties"

## 1. Subject Matter

The Provider grants the Client access to the TALE platform and associated support services as specified in the Offer. The Offer forms an integral part of this Agreement.

## 2. Scope of Services

**2.1** The Provider delivers the TALE software platform for self-hosted or cloud deployment, including all product features, professional maintenance, and support services corresponding to the selected plan (Pro or Enterprise).

**2.2** The specific services, features, and pricing are defined in the Offer.

**2.3** Cloud AI model usage is billed separately at the respective provider's rates and is not included in this Agreement.

## 3. Support

**3.1** Support is available during Swiss business hours, Monday through Friday, excluding Swiss public holidays.

**3.2** The Provider responds to support requests within 24 hours on business days.

**3.3** Support channels are determined by the selected plan as specified in the Offer.

## 4. Service Level

**4.1** The Provider guarantees 99% platform availability, excluding scheduled maintenance windows.

**4.2** Maintenance windows are scheduled outside Swiss business hours.

**4.3** In the event of an SLA breach, the Client may terminate this Agreement at the end of any calendar month by written notice.

## **5. Term and Termination**

**5.1** The initial term corresponds to the billing period selected in the Offer (monthly or yearly).

**5.2** This Agreement renews automatically for successive periods of equal duration under the same conditions unless terminated by either Party before the end of the current term.

**5.3** After twelve months from the Effective Date, the Provider may adjust pricing with 90 days' prior written notice, effective at the next renewal.

## **6. Fees and Payment**

**6.1** Fees are specified in the Offer and invoiced in advance for each billing period.

**6.2** Invoices are due within 30 days of issue.

**6.3** All amounts are exclusive of VAT, which shall be added where applicable.

**6.4** No late payment fees apply.

## **7. Liability**

**7.1** The Provider's total liability under this Agreement is limited to the fees paid by the Client in the twelve months preceding the claim.

**7.2** This limitation does not apply to damages caused by gross negligence or wilful misconduct.

## **8. Data Protection**

The Provider processes personal data in accordance with GDPR and Swiss data protection law. The Provider is ISO 27001 and SOC 2 certified.

## **9. Governing Law and Jurisdiction**

This Agreement is governed by Swiss law. The courts at the Provider's registered office have exclusive jurisdiction.

## **Signature Page to the Service Agreement**

**On behalf of Ruler GmbH:**

[Provider Signature Full Name], [Provider Signature Title]

**On behalf of [Client Name]:**

[Client Signature Full Name], [Client Signature Title]