FIGMA SOFTWARE SERVICES AGREEMENT

Effective Date: January 25, 2023

1. Overview. Figma provides a suite of products designed to allow users to whiteboard, create, and edit designs, files, and projects collaboratively. This Software Services Agreement ("**Software Agreement**") and the applicable Order Form(s) (collectively, the "**Agreement**") govern Customer's use of the Figma Platform. If the parties have executed a data processing addendum, that addendum is incorporated into this Software Agreement by reference and forms part of the Agreement. Capitalized terms used but not defined herein are defined in Exhibit A.

2. Figma Obligations.

2.1. License. Subject to the terms and conditions of the Agreement, Figma hereby grants Customer a limited, non-exclusive, non-transferable (subject to Section 10.5), non-sublicensable license in the Territory, during the Order Term, for Authorized Users to access and use the Figma Platform in connection with Customer's and its Affiliates' internal business purposes.

2.2. Figma Security Standards. Figma will comply with the security requirements set forth in Exhibit C.

3. Service Terms.

3.1. Use Restrictions. Except as otherwise expressly authorized in the Agreement, Customer will not, will ensure its Authorized Users do not, and will not encourage or assist third parties to: (i) 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 Figma Platform (except to the extent that such a restriction is impermissible under applicable law); (ii) provide, sell, resell, transfer, sublicense, lend, distribute, rent, or otherwise allow others to access or use the Figma Platform; (iii) copy, modify, create derivative works of, or remove proprietary notices from the Figma Platform; or (iv) use the Figma Platform for personal or other non-commercial purposes.

3.2. Acceptable Use Policy. Customer will comply with, and will ensure its Authorized Users comply with, Figma's Acceptable Use Policy available at www.figma.com/aup/.

3.3. Authorized Users; Accounts. As part of the registration process, Customer will identify an administrative username and password for Customer's Figma account. Customer represents and warrants that all registration information, including with respect to the list of domains owned or controlled by Customer for purposes of domain capture, Customer provides is truthful, accurate, and complete, and that Customer will maintain the accuracy of such information. Customer is responsible and liable for maintaining control over Customer's account, including the confidentiality of Customer's username and password. Customer will ensure that its Affiliates and all Authorized Users using the Figma Platform under its account comply with all of Customer's obligations under the Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer. Figma supports logins using two-factor authentication ("**2FA**"), which is known to reduce the risk of unauthorized use of or access to the Figma Platform. Therefore, Figma will not be responsible for any damages, losses, or liability to Customer, Authorized Users, or anyone else if any event leading to such damages, losses, or liability would have been prevented by the use of 2FA.

3.4. Feedback. To the extent that Customer gives Figma feedback, comments, or suggestions concerning the Figma Platform or other services provided by Figma (collectively, "**Feedback**"), Customer hereby grants Figma a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, fully paid license to use and exploit the Feedback without payment, attribution, or restriction. The portions of Feedback that are about the Figma Platform and do not identify Customer will not be considered Customer's Confidential Information.

3.5. Usage Data. Figma will have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Figma Platform, and related systems and technologies, and Figma will be free (during and after the Order Term) to use such data and information in a de-identified and aggregated form to maintain, improve, and enhance Figma's products and services.

3.6. Reservation of Rights. As between the parties, Figma owns all right, title, and interest in the Figma Platform, and Customer owns all right, title, and interest in the Customer Materials. Except as expressly set forth in the Agreement, each party retains all right, title, and interest in and to its intellectual property rights. All rights not expressly granted are reserved, and no license, covenant, immunity, transfer, authorization, or other right will be implied, by reason of statute, estoppel, or otherwise, under the Agreement.

4. Charges and Payment.

4.1. Fees. Customer will pay Figma all fees described in an Order in accordance with the terms therein (the "**Fees**"). Unless otherwise specified in an Order, all Fees are stated and solely payable in U.S. Dollars. All Fees are non-cancelable and non-refundable (except as otherwise expressly set forth in this Software Agreement), and are not subject to setoff. Customer is solely responsible for any bank fees, interest charges, finance charges, overdraft charges, and any other fees Customer incurs as a result of the charges billed by us. If the Order renews, Figma may change the fees applicable to a renewed Order Term by providing Customer with at least 45 days' written notice of the new fees before the end of the then-current Order Term. For clarity, any change in fees will not apply to the then-current Order Term.

4.2. Payment. Unless otherwise specified in an Order, (a) Customer will be invoiced annually in advance and thereafter according to the true-up process described in an Order, and (b) full payment is due 30 days from the date of the applicable 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. In the event that Customer fails to pay the full amount owed under an Order, Figma may limit Customer's access to the Figma Platform, in addition to any other rights or remedies Figma may have.

4.3. Taxes. The Fees do not include taxes. Each party is responsible for the payment of all taxes (including any interest and penalties) in connection with the Agreement that are imposed on that party by law. For Customer, such taxes may include, but are not limited to, sales/use, gross receipts, value-added, GST, personal property, excise, consumption and other similar taxes or duties. Each party will be responsible for its own income taxes, employment taxes, and real property taxes.

4.4. Withholding. All payments made by Customer to Figma under the Agreement will exclude any deduction or withholding. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required by law, Customer will pay such additional amounts as are necessary so that the net amount received by Figma after such deduction or withholding will be equal to the full amount that Figma would have received if no deduction or withholding had been required. Each party will use commercially reasonable efforts to work with the other party to help obtain, reduce, or eliminate any necessary withholding, deduction, or royalty tax exemptions where applicable.

5. Confidentiality.

5.1. Confidential Information. Each party (the "**Discloser**") has disclosed or may disclose proprietary or non-public business, technical, financial, or other information in anticipation of the Agreement or during the term of the Agreement ("**Confidential Information**") to the other party (the "**Recipient**"). Confidential Information of Figma expressly includes non-public information regarding features, functionality, and performance of the Figma Platform, and Confidential Information of the Customer expressly includes Customer Materials. However, Confidential Information excludes any information that: (a) is or becomes generally available to the public without action or omission by Recipient; (b) was in the Recipient's possession or known by it prior to receipt from the Discloser; (c) was rightfully disclosed to the Recipient without restriction by a third party; or (d) was independently developed by Recipient without use of or reference to any Confidential Information of the Discloser.

5.2. Obligations. The Recipient will use the Discloser's Confidential Information only to exercise its rights and fulfill its obligations under the Agreement, including, in Figma's case, to provide the Figma Platform to Customer. The Recipient will use reasonable care to protect against disclosure of the Discloser's Confidential Information to parties other than the Recipient's employees, contractors, Affiliates, agents, or professional advisors ("**Representatives**") who need to know it and who have a legal obligation to keep it confidential. The Recipient will ensure that its Representatives are subject to no less restrictive confidentiality obligations than those herein. Notwithstanding the foregoing, the Recipient may disclose the Discloser's Confidential Information: (a) if directed by Discloser; or (b) to the extent required by applicable legal process, provided that the Recipient uses commercially reasonable efforts to (i) promptly notify the Discloser in advance, to the extent permitted by law, and (ii) comply with the Discloser's reasonable requests regarding its efforts to oppose the disclosure. With respect to each Order, the obligations set forth herein will survive for the duration of the Order Term and five years following the expiration or termination of such Order.

6. Warranties.

6.1. Mutual Warranties. Each party represents and warrants to the other that (a) the Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against the executing party in accordance with its terms, (b) the execution, delivery, and performance of the Agreement by the executing party does not violate

the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound or require authorization or approval from any third party, and (c) it will perform its rights and obligations under this Agreement in accordance with applicable law.

6.2. Figma Warranties. Figma represents and warrants to Customer during the applicable Order Term that: (a) Figma will provide access to the Figma Platform and related support services in substantive conformity with the Documentation; and (b) Figma will employ applicable industry standard measures to protect the Figma Platform, in the form provided to Customer by Figma, against software viruses, Trojan horses, worms, or other similar malicious programs or code.

6.3. DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 6, THE PARTIES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER RELATING TO THE AGREEMENT. FIGMA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NON-FIGMA RESOURCES ARE PROVIDED BY THIRD PARTIES, NOT FIGMA, AND ANY USE OF NON-FIGMA RESOURCES IS SOLELY BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER. FIGMA DOES NOT WARRANT OR SUPPORT, AND WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY OF ANY KIND FOR, NON-FIGMA RESOURCES.

7. Indemnity.

7.1. Indemnification by Figma.

7.1.1. Figma will defend Customer from any third party claim, action, suit, or demand (a "**Claim**") based on an allegation that the Figma Platform violates, infringes, or misappropriates any third-party copyright, trade secret, or trademark, and will indemnify Customer for any costs, liabilities, damages, or other amounts (including reasonable attorneys' fees) actually paid or payable to unaffiliated third parties ("**Losses**") resulting from such Claim.

7.1.2. Figma will have no obligation to indemnify Customer for any Claim subject to indemnification under Section 7.1.1 to the extent it is based on: (a) Customer's failure to use updates or modifications to the Figma Platform that Figma makes available to Customer that

would have helped avoid or mitigate the Claim; (b) the combination, operation, or use of the Figma Platform with third-party equipment, devices, software, systems, or data, including Non-Figma Resources where the infringement would not have occurred but for such combination, (c) use of the Figma Platform by Customer or Customer's Authorized Users in violation of the Agreement, or (d) Customer Materials.

7.1.3. If Customer's use of the Figma Platform is, or in Figma's reasonable opinion is likely to be, subject to a Claim eligible for indemnification under Section 7.1.1, Figma may, at Figma's sole option and at no charge to Customer (and in addition to Figma's indemnity obligation to Customer): (a) procure for Customer the right to continue using the Figma Platform; (b) replace or modify the Figma Platform so that it is non-infringing and include substantially similar functionality as the original Figma Platform; or (c) if options (a) and (b) above are not commercially practicable in Figma's reasonable estimation, Figma may terminate Customer's right to use the impacted portion of the Figma Platform and related licenses granted hereunder (in which event, Customer will immediately stop using the impacted portion of the Figma Platform) and provide a pro-rata refund of any pre-paid unused fees for the impacted service as of the date of termination.

7.1.4. THIS SECTION 7.1 SETS FORTH FIGMA'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT BY THE FIGMA PLATFORM AND ANY OTHER TYPE OF CLAIM SPECIFICALLY COVERED UNDER FIGMA'S INDEMNITY OBLIGATION (IF ANY). NO PARTY TO THE AGREEMENT WILL BE ENTITLED TO ANY FORM OF IMPLIED OR EQUITABLE INDEMNIFICATION AT ANY TIME, WHETHER BASED ON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR ANY OTHER THEORY OF LIABILITY, AND ANY RIGHT THERETO IS HEREBY IRREVOCABLY WAIVED AND DISCLAIMED BY EACH OF THE PARTIES.

7.2. Indemnification by Customer. Customer will defend Figma from any Claim based on Customer Materials or use of the Figma Platform by Customer (or Customer's Authorized Users) in violation of the Agreement, and Customer will indemnify Figma from any Losses resulting from any such Claim.

7.3. Process. If a party entitled to indemnification (the "**Indemnified Party**") becomes aware of any indemnifiable Claim, such party will give the other party (the "**Indemnifying Party**") written notice of the Claim as soon as reasonably practicable. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense or settlement of the Claim, and will allow the Indemnifying Party to have sole control of the defense or settlement. Subject to the prior sentence, the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Claim. To take advantage of the indemnity, the Indemnified Party must use all commercially reasonable efforts to mitigate its Losses. The Indemnified Party is not required to admit liability, except as required by applicable law, and any compromise or settlement of a Claim requiring the Indemnified Party to admit liability or to pay any money will require the prior written consent of both parties, such consent not to be unreasonably withheld or delayed. The indemnity obligations of the Indemnifying Party will be contingent on the Indemnified Party's compliance with this process.

8. Limitations of Liability.

8.1. Limitation on Indirect Liability. EXCEPT FOR EXCLUDED CLAIMS, UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR ANY OTHER THEORY OF LIABILITY), WILL EITHER PARTY, ITS AFFILIATES AND ITS OR THEIR CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS (COLLECTIVELY, ITS "**PARTY REPRESENTATIVES**"), BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE USE OF OR THE INABILITY TO USE THE FIGMA PLATFORM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation on Amount of Liability. EXCEPT FOR EXCLUDED CLAIMS, UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR ANY OTHER THEORY OF LIABILITY), WILL THE TOTAL LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS OR THEIR PARTY REPRESENTATIVES FOR ANY AND ALL DAMAGES AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE USE OF OR THE INABILITY TO USE THE FIGMA PLATFORM, EXCEED, IN THE MAXIMUM AGGREGATE,

THE FEES PAID AND PAYABLE TO FIGMA UNDER THE CUSTOMER'S APPLICABLE ORDER FORM IN THE TWELVE-MONTH PERIOD PRIOR TO THE DATE ON WHICH THE DAMAGE OCCURRED.

8.3. IN GENERAL. EACH PROVISION OF THE AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THE AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY FIGMA TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE AGREEMENT. THE LIMITATIONS IN THIS SECTION 8 WILL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THE AGREEMENT.

9. Term and Termination.

9.1. Term. The term of this Software Agreement will commence on the Subscription Start Date of the first Order entered into between the parties and will continue until all Orders hereunder expire or until terminated in accordance with this Software Agreement, whichever happens first.

9.2. Termination for Material Breach. Either party may terminate an individual Order or this Software Agreement, upon written notice to the other party, if the other party materially breaches the Agreement and such breach is incapable of cure, or with respect to a breach capable of cure, the breaching party does not cure such breach within 30 days of receiving notice of it. Either party may terminate or suspend an individual Order or this Software Agreement upon written notice to the other party without a cure period if the other party breaches any of the terms relating to such party's intellectual property rights or Confidential Information.

9.3. Effect of Termination. Termination of this Software Agreement will result in termination of all ongoing Orders; however, termination of a single Order will not result in termination of this Software Agreement or any other ongoing Orders. If Customer terminates for Figma's uncured material breach, Figma will provide Customer a pro rata refund of prepaid unused fees applicable to the remainder of the Order Term for any terminated Order. If this Software Agreement or any Order is terminated for any other reason, Customer will not receive a refund and will pay all fees as if the Order had not been terminated. Upon any termination, Figma will make all Customer Materials then held by Figma pursuant to the applicable Order available to

Customer for electronic retrieval for a period of 30 days, but thereafter Figma will delete or retain any stored Customer Materials as directed by the account holder. The following sections of this Software Agreement will survive any expiration or termination of this Software Agreement: 1, 3, 4, 5, 6.3, and 7-10.

10. Miscellaneous.

10.1. Affiliates. A Customer Affiliate may enter into an Order under this Software Agreement and, in such case, by entering into the Order, the Affiliate agrees to be bound by the terms and conditions of this Software Agreement with respect to such Order and such Affiliate will be considered to be Customer, as such term is used herein, with respect to such Order. This Software Agreement is intended for the benefit of the parties who have entered into an Order under this Software Agreement and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

10.2. Force Majeure. A party will not be liable for, or be considered to be in breach of or default under the Agreement on account of, any delay or failure to perform as required by the Agreement (other than payment obligations) as a result of any cause or condition beyond such party's reasonable control, including if a governmental authority with proper jurisdiction prohibits a party from performing its obligations under the Agreement. If a party fails to perform its obligations as a result of such cause or condition for a period of more than 30 days, then the other party may terminate the Agreement upon written notice, without liability.

10.3. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under the Agreement (each, a "**Notice**") must be in writing (electronic mail sufficient) and sent to:

Figma: Contact identified in the Order

With a copy to: legal@figma.com

Customer: Contact identified in the Order

10.4. Severability. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision hereof and it is the intent and agreement of the parties that the Agreement will be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its

intent or, if such modification is not possible, by substituting another provision that is legal and enforceable and that achieves the same objective.

10.5. Assignment. The Agreement is not assignable or transferable by either party without the other party's prior written consent, except that either party may (without the other party's prior written consent) assign the Agreement, in whole, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of such party's assets. Any purported assignment in violation of this section is null and void.

10.6. Service Providers. For the avoidance of doubt, Figma may engage third parties as service providers to the Figma Platform (for example, as of the date of this Software Agreement, Figma hosts the Figma Platform on Amazon Web Services). Figma will be responsible for its service providers' compliance with this Agreement.

10.7. No Partnership. No agency, partnership, joint venture, or employment is created as a result of the Agreement, and neither party has any authority of any kind to bind the other party in any respect whatsoever.

10.8. Governing Law and Dispute Resolution. The Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. Any dispute, controversy, or claim arising out of or relating to the Agreement or to a breach thereof, including its interpretation, performance, or termination, will be finally resolved by arbitration in San Francisco, California, using the English language in accordance with the Rules of Arbitration of the International Chamber of Commerce, by one independent, disinterested commercial arbitrator appointed in accordance with such rules. The prevailing party in the arbitration will be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Notwithstanding the foregoing, each party will have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief. For all purposes of this paragraph the sole jurisdiction and venue for actions related to the subject matter hereof will be the state and U.S. federal courts located in San Francisco, California, and both parties consent to the jurisdiction of such courts. BY ENTERING INTO THESE TERMS, CUSTOMER AND FIGMA ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY.

10.9. Interpretation. Whenever the words "including," "include," or "includes" are used herein, they will be deemed to be followed by the phrase "without limitation."

10.10. Entire Agreement. The Agreement supersedes all other agreements between the parties relating to its subject matter. In the event of any conflict among any Orders and this Software Agreement (including any applicable data processing addendum), the order of precedence will be (a) this Software Agreement, and (b) the Orders (from newest to oldest), unless such Order explicitly overrides this Software Agreement. Each party expressly objects to any different or additional terms set forth in any purchase order, acceptance, vendor portal, code of conduct, or other ordering documentation, and neither party's later failure to object to any such different or additional terms nor its use or acceptance of any such other document or materials will be deemed acceptance thereof or a waiver of any of the terms hereof.

Exhibit A – Definitions

1. Defined Terms. The following capitalized terms will have the meanings set forth below:

a. "**Affiliate**" means, with respect to any entity, any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or under common control with such entity. As used in this definition, "control" (including, with correlative meanings, "controlled by" or "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

b. "**Authorized Users**" means employees, contractors, and other persons associated with the Customer or its Affiliates who access or use the Figma Platform through the Customer's account.

c. "**Customer**" means the person or entity (other than Figma) that has agreed to be bound by this Agreement.

d. "**Customer Materials**" means applications and materials that are developed by Customer on the Figma Platform or uploaded to the Figma Platform by Customer.

e. "**Documentation**" means Figma-provided documentation available at https://help.figma.com/hc/en-us or such successor link identified by Figma.

f. "**Excluded Claims**" means damages resulting from (1) either party's willful misconduct or gross negligence or (2) infringement by a party of the other party's intellectual property rights.

g. "**Figma**", "**we**" or "**us**" means Figma, Inc.

h. "**Figma Platform**" means the Figma offering identified in an Order, including any updates, enhancements, or improvements thereto, related mobile and desktop applications, Early Access Features, and related Documentation, but, for the avoidance of doubt, excludes www.figma.com/community and all Non-Figma Resources.

i. "**Non-Figma Resources**" means applications and materials that are developed or otherwise provided by a party other than Figma, including design files, plugins, component libraries, services, products, platforms, integrations, and code components.

j. "**Order**" means an ordering document or online order that is entered into between Customer and Figma and specifies, among other things, details relating to the number of Authorized Users.

k. "**Order Term**" means the subscription term length set forth in the applicable Order or, with respect to Early Access Features, the evaluation period set forth by Figma.

l. "**Territory**" means worldwide with the exception of: (1) jurisdictions that are embargoed or designated as supporting terrorist activities by the United States Government; and (2) jurisdictions whose laws do not permit engaging in business with Figma or use of the Figma Platform.

Exhibit B – Customer-Specific Terms

1. Development Resources. Figma's Developer Terms (available at www.figma.com/developer-terms/) apply to any use by Customer or its Authorized Users of Figma's Application Programming Interfaces (APIs), Software Development Kits (SDKs), and related documentation.

2. Beta Features and Free Trials.

a. Product features clearly identified as Alpha or Beta features as well as any features, products, or services provided on a free trial basis (collectively "Early Access Features") made available by Figma are provided to Customer for testing and evaluation purposes only. Figma does not make any commitment to provide Alpha or Beta features in any future versions of the Figma Platform. Figma may immediately and without notice remove Alpha or Beta features for any reason without liability to Customer. Any features, products, or services provided on a free trial basis will be free of charge until the earlier of (a) the end of the evaluation period set forth by Figma in writing (email sufficient), or (b) the start date of any purchased subscriptions ordered by Customer for the feature, product, or service being evaluated under the trial, or (c) termination by Figma in its sole discretion. Customer is not obligated to use Early Access Features.

b. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ALL EARLY ACCESS FEATURES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WITHOUT ANY PERFORMANCE OBLIGATIONS, AND FIGMA SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE EARLY ACCESS FEATURES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE FIGMA'S LIABILITY WITH RESPECT TO THE EARLY ACCESS FEATURES SHALL NOT EXCEED $1,000.00.

c. ANY DATA CUSTOMER ENTERS INTO THE FIGMA PLATFORM DURING A FREE TRIAL MAY BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE FIGMA PLATFORM TRIALED, PURCHASES A SUBSCRIPTION TO THE FIGMA PLATFORM THAT IS AN UPGRADE TO THE SUBSCRIPTION TRIALED, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD.

3. Trademark Guidelines. Figma's Trademark Guidelines apply to any use by Customer of Figma's Marks. If Customer or its Authorized Users use Figma's Marks, Customer will comply with, and will ensure its Authorized Users comply with, Figma's Trademark Guidelines, available at https://www.figma.com/using-the-figma-brand/.

4. Government Use. If the Customer is a U.S. government or U.S. public entity (or use of the Figma Platform is for the U.S. government), the following terms apply:

a. **Use By or For the U.S. Government.** The Figma Platform and Documentation are "commercial items" (as defined at 48 C.F.R. §2.101), consisting of "commercial computer

software" and "commercial computer software documentation" (as used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable). In accordance with 48 C.F.R. § 12.211-12.212 and 48 C.F.R. §§ 227.7102 and 227.7202, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Figma Platform shall be as provided in the Agreement, except that, for U.S. Department of Defense agencies and end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a U.S. Government agency or end user has a need for rights not conveyed under these terms, it must negotiate with Figma to determine if there are acceptable terms for transferring such rights, and a mutually acceptable addendum to the Agreement will be required in any applicable contract or agreement.

b. **Waived Terms.** The sections in the Agreement titled "Governing Law and Dispute Resolution," "Indemnification by Customer," any auto-renewal terms, and any other terms inconsistent with federal law are hereby waived to the extent they are inconsistent with federal law.

Exhibit C – Figma Security Standards

1. Definitions. For purposes of this Exhibit, the following terms apply

1.1 "**Agreement**" means the agreement between Figma and Customer governing Customer's use of the Figma Platform

1.2. "**Customer Data**" means Customer Materials and Customer Personal Data

1.3. "**Customer Materials**" means any application(s) and/or material(s) that are developed by Customer on the Figma Platform or uploaded to the Figma Platform by Customer.

1.4. "**Customer Personal Data**" means Personal Data pertaining to Customer's Authorized Users of the Figma Platform Processed by Figma on behalf of Customer under the Agreement.

1.5. "**Data Protection Laws**" means all applicable data privacy, data protection, and cybersecurity laws, rules and regulations to which the Customer Personal Data are subject. "Data Protection Laws" shall include, but not be limited to, the California Consumer Privacy Act of 2018 ("**CCPA**") and the EU General Data Protection Regulation 2016/679 ("**GDPR**").

1.6. "**Figma Platform**" has the meaning provided in the Agreement.

1.7. "**Personal Data**" has the meaning assigned to the term "personal data" or "personal information" under applicable Data Protection Laws.

1.8. "**Process**" or "**Processing**" means any operation or set of operations which is performed on Customer Data or sets of Customer Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.9. "**Security Incident(s)**" means a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data attributable to Figma.

1.10. "**Subcontractors**" means Figma's third party service providers who Process Customer Data.

1.11. "**Systems**" means the applications, databases, infrastructure, and platforms under Figma's control that are utilized to Process Customer Data.

2. Policies and Codes of Conduct

2.1. Figma maintains an Information Security Policy and reviews it at least annually, including after any major changes occur in applicable law or regulatory guidance or are otherwise made to the Systems.

2.2. Figma maintains codes of conduct and other policies covering anti-bribery and corruption, whistle-blowing and other ethics policies (such as anti-money laundering and anti-slavery) and communicates these policies to all relevant staff. Figma's codes of conduct are available upon request.

2.3. Figma implements processes designed to ensure the ongoing compliance with these policies and to identify and enable Figma to take action against any areas of non-compliance. Failure to comply with policies are addressed through appropriate disciplinary actions.

3. Information Security Program

3.1. Figma assigns responsibility for information security management to senior personnel.

3.2. Figma implements technical and organizational measures designed to protect against unauthorized or unlawful processing of Customer Data and against accidental loss or destruction of, or damage to, Customer Data, including a written information security program, which includes policies, procedures, and technical and physical controls designed to ensure the security, availability, integrity and confidentiality of Customer Data.

4. Background Checks and Confidentiality

4.1. Figma conducts pre-employment background screening on employees and contractors who will access Customer Data in the ordinary course of performing their job responsibilities, to the extent legally permissible and practicable in the applicable jurisdiction.

4.2. Figma requires all Figma employees and Subcontractors to execute a confidentiality agreement as a condition of employment or engagement and to follow policies on the protection of Customer Data.

5. Access Control

5.1. Figma assigns unique User IDs to authorized individual users to access Systems. All access to Systems must be authorized and authenticated.

5.2. Figma access rights to Customer Data are based on the principle of least privilege and designed to ensure that persons entitled to use a System have access only to the Customer Data for which they have a business need.

5.3. Figma maintains an accurate and up to date list of all personnel who have access to Systems and has a process to promptly disable within one business day of transfer or termination access by any individual personnel.

5.4. Figma periodically reviews and revokes Systems access rights, as needed, and logs and monitors such access.

5.5. Non-privileged users are prohibited from executing privileged functions, including, but not limited to, disabling, circumventing, or altering implemented security safeguards/countermeasures.

5.6. Figma maintains a password management policy designed to ensure strong passwords consistent with industry standard practices and requires the use of multi-factor authentication to access Systems. Passwords are promptly changed if Figma becomes aware that an account has been compromised.

5.7. Figma implements controls designed to ensure that Systems access is subject to appropriate authentication and user access controls:

- User IDs are unique and authorized;
- User accounts are granted the minimum required privileges to enable a user to perform their designated function;
- Access to audit trails is restricted and logged;
- Default accounts are deleted or disabled where possible and suitably authorized and controlled where this is not possible;
- Privileged accounts (e.g., administrator, root) are only used when technically required under change control procedures and not for day-to-day system operation;
- Where privileged account access is used, this access is logged and reviewed and access can be attributed to a named individual.

6. Logging, Audit, and Accountability

6.1. Figma creates, protects, and retains Systems audit records to maintain integrity and enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate Systems activity.

6.2. Figma reviews and analyzes Systems audit records on a regular basis to detect significant unauthorized activity with respect to Systems. Actions of users can be uniquely traced to those users so they can be held accountable for their actions.

7. System Change Control

7.1. Figma establishes a configuration baseline for Systems using applicable information security standards, manufacturer recommendations, or industry standard practices. Monitoring is performed to validate that Systems are configured according to the established configuration baseline.

7.2. The introduction of new systems are controlled, documented, and enforced by the use of formal change control procedures including documentation, specifications, testing, quality control, recovery, and managed implementation.

7.3. Figma employs controls designed to secure source code, including version control, segregation of source code repositories, and least privilege access principles.

7.4. Figma follows a structured secure development methodology, adheres to secure coding standards, and undergoes security assessment activities (e.g., dynamic and static scans) to identify and remediate security vulnerabilities before being released to production.

7.5. Figma employs reasonable controls designed to remove or disable unnecessary ports and services from Systems in accordance with the vendors' recommendations and settings.

8. Vulnerability Management

8.1. Figma maintains up-to-date anti-malware software, has implemented a vulnerability management program with regular scanning for vulnerabilities, subscribes to a vulnerability notification service, has a method for prioritizing vulnerability remediation based on risk, and has established remediation timeframes based on risk rating.

8.2. Once a patch is released, and the associated security vulnerability has been reviewed and assessed for its applicability and importance, the patch is applied and verified in a timeframe which is commensurate with the risk posed to Systems.

8.3. Penetration testing and vulnerability scanning is conducted on the Systems at least annually. Any remediation items identified as a result of the assessment are resolved as soon as possible on a timetable commensurate with the risk. Upon request, Figma will provide summary details of the tests performed, findings, and whether the identified issues have been resolved.

8.4. Figma uses commercially reasonable efforts to regularly identify software vulnerabilities and, in the case of known software vulnerabilities, to provide relevant updates, upgrades, and bug fixes.

8.5. Figma deploys intrusion detection processes to monitor and respond to alerts which could indicate potential compromise of Customer Data.

8.6. Figma deploys a log management solution and retains logs produced by intrusion detection systems for a minimum period of one year.

9. Capacity Planning

9.1. Figma maintains a capacity management program that continuously and iteratively monitors, analyses, and evaluates the performance and capacity of the Systems.

10. Physical and Environmental Security

10.1. Figma implements physical access control measures at Figma facilities and data centers designed to prevent unauthorized access to Systems (e.g., access ID cards, card readers, front desk officers, alarm systems, video surveillance, and exterior security).

11. Security Incidents

11.1. Figma maintains an information security incident management program that addresses management of Security Incidents.

11.2. Figma maintains an incident response plan that specifies actions to be taken in the event of a Security Incident.

11.3. Upon becoming aware of a Security Incident, Figma agrees to provide written notice without undue delay and within the time frame required under Data Protection Laws to Customer. Where possible, such notice will include all available details required under Data Protection Laws for Customer to comply with its own notification obligations to regulatory authorities or individuals affected by the Security Incident.

11.4. Figma will take reasonable measures to mitigate the risks of further Security Incidents.

12. Subcontractors

12.1. Figma will conduct a risk-based review of all Subcontractors designed to ensure that they are taking appropriate technical and organizational measures.

12.2. Figma will enter into agreements with its Subcontractors that require such Subcontractors to secure and protect Customer Data by using at least the same degree of care outlined in this Standard.

13. Data Encryption

13.1. Figma encrypts Customer Data in Figma's possession or control so that it cannot be read, copied, changed, or deleted by unauthorized personnel while in transit and storage, including when saved on removable media.

13.2. Keys are protected from unauthorized use, disclosure, alteration, and destruction, and have a backup and recovery process.

13.3 If a private key is compromised, all associated certificates will be revoked.

14. Data Retention

14.1. At the expiry or termination of the Agreement, Figma will, at Customer's option, delete or return all Customer Data (excluding any back-up or archival copies which shall be deleted in accordance with Figma's data retention schedule), except where Figma is required to retain copies under applicable laws, in which case Figma will isolate and protect that Customer Data from any further Processing except to the extent required by applicable laws.

15. Secure Disposal

15.1. Figma implements controls designed to ensure the secure disposal of Customer Data in accordance with applicable law taking into account available technology so that Customer Data cannot be read or reconstructed.

15.2. Media will be securely erased electronically before disposal by overwriting or degaussing, or physically destroyed prior to disposal or reassignment to another system. Media cleansing/wipe products and processes prior to disposal comply with NIST SP 800-88 standard, "Guidelines for Media Sanitization" (or its successor) or equivalent industry standards.

16. Risk Assessments

16.1. Figma maintains a risk assessment program that includes regular risk assessments and controls for risk identification, analysis, monitoring, reporting, and corrective action.

16.2. At least annually, Figma will perform risk assessments (either internally or with contracted, independent resources) to identify risks to Customer Data, risks to Figma's business assets

(e.g., technical infrastructure), threats against those elements (both internal and external), the likelihood of those threats occurring, and the impact upon the organization.

17. Asset Management

17.1. Figma will have an asset management program that classifies and controls hardware and software assets throughout their life cycle.

18. Business Continuity and Disaster Recovery

18.1. Figma will use industry standard practices for redundancy, robustness, and scalability designed to maintain the availability of the Figma Platform.

18.2. Figma implements and maintains contingency plans to address emergencies or other occurrences (for example, fire, vandalism, system failure, and natural disaster) that could damage or destroy Systems or Customer Data, including a data backup plan and a disaster recovery plan with at least annual testing of such plans. Figma may not modify such plans to provide materially less protection to the Customer without the Customer's prior written consent, which may not be unreasonably conditioned or withheld.

18.3. Backups are taken and recovery is tested on a regular basis.

19. Security and Privacy Training

19.1. Figma conducts mandatory training for Figma employees and relevant Subcontractors, at least annually, on ethics, privacy, and information security awareness. These trainings are reviewed for relevance and updated as needed, annually.

19.2. Teams associated with development efforts impacting Customer Data, undergo specific training focused on well-defined and secured coding practices.

20. Security Control Testing

20.1. At least annually, Figma will engage a qualified, independent external auditor to conduct periodic reviews of Figma's security practices against recognized audit standards, such as SOC 2 Type II and ISO 27001 certification audits (including surveillance and recertifications), as applicable. Upon request, Figma agrees to make such reports available to the Customer.

21. Verification Rights

21.1. No more than once per calendar year, Figma will use commercially reasonable efforts to respond to appropriately scoped questionnaires from Customer that are designed to verify Figma's security practices. Questionnaire responses are provided for informational purposes only, and Figma may charge a reasonable fee for its costs in responding to such questionnaires.

22. Data Protection Governance

22.1. Figma assigns accountability for data protection to a designated individual or other body with appropriate seniority.