

Master Subscription Agreement

By indicating your acceptance of this Agreement or accessing or using the Products, you are agreeing to be bound by the terms and conditions of this Agreement. Each party expressly agrees that this Agreement is legally binding upon it. If a separate written license agreement with respect to any Product exists between Customer and Company, the terms of that written license agreement (excluding the pre-printed terms of any purchase order, confirmation or similar document, which will have no effect and will not be considered agreed to by Company) shall take precedence over this agreement, and you acknowledge that you are bound by the terms of that written license agreement.

Purchase from Reseller: If Customer purchases the Product from an authorized Reseller, Customer's use of the Product will be governed by this Agreement, subject to the "Resellers" Section below.

1. The Agreement. This Master Subscription Agreement ("**Agreement**") is entered into by and between the entity or person placing an Order ("**Customer**" or "**you**") and Traceable Inc. ("**Company**") for accessing the SaaS Service. This Agreement consists of the terms and conditions set forth below and any Orders. If you are accessing or using the SaaS Service on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to "you" reference your company. The "**Effective Date**" of this Agreement is the date which is the earlier of (a) Customer's initial access to the SaaS Service through any online provisioning, registration or order process or (b) the subscription start date of the first Order.

2. Product Access. Subject to this Agreement, Customer may use the SaaS Service for its internal business purposes during the Subscription Term ("**Permitted Use**") and only for the number of permitted License Units or any other restrictions in the Order. Customer will comply with the Documentation in using the SaaS Service.

3. Users. Customer may permit Users to use the Product on its behalf. Customer is responsible for provisioning and managing its User accounts, for its Users' actions through the Product, and for their compliance with this Agreement. Customer will ensure login credentials are kept confidential and will promptly notify Company upon learning of any compromise of User accounts or credentials.

4. Affiliates. Customer's Affiliates may serve as Users. In addition, Customer's Affiliates may enter into their own Orders as mutually agreed with Company, which creates a separate agreement between such Affiliate and Company incorporating this Agreement with the Affiliate treated as "Customer". Neither Customer nor any Customer Affiliate has any rights under each other's separate agreement with Company, and breach or termination of any such separate agreement affects only that agreement.

5. Data.

5.1. Use of Customer Data. Subject to this Agreement, Company will access and use Customer Data solely to provide and maintain the SaaS Service, Software, Support and Technical Services under this Agreement ("**Use of Customer Data**"). Use of Customer Data includes sharing Customer Data as Customer directs through the SaaS Service or Software, but Company will not otherwise disclose Customer Data to third parties except as permitted in this Agreement. Company may collect Usage Data regarding the SaaS Service and use it to operate, improve and support the Products and for other lawful business purposes, including benchmarking and reports. However, Company will not disclose Usage Data externally.

5.2. Security. Company will maintain appropriate administrative, physical, technical and organizational measures to protect the security, confidentiality, and integrity of Customer Data in accordance with its Information Security Program. At least once per calendar year, Company will engage, at its expense, an independent third-party to conduct an audit of Company's operations with respect to the SaaS Service in accordance with the Statement on Standards for Attestation Engagements No. 18 (the "SSAE 18"), and have such firm issue a SOC 2 report (or a substantially similar report of a successor auditing standard). Any revisions to the Information Security Program will not diminish Company's current data security obligations. Company will notify Customer promptly of any Security Breach and will cooperate with Customer in the investigation and mitigation of any such incident. Company will respond to reasonable written inquiries, not more than once per year, from Customer regarding Company's compliance with its data security obligations hereunder.

5.3. DPA. The parties will adhere to the **Data Protection Addendum (DPA)**, the current version of which is at <https://www.traceable.ai/enterprise/dpa>.

6. Compliance with Laws. Each party will comply with all Laws that apply to its performance under this Agreement.

7. Support. Company will use reasonable efforts to provide technical support for the Products, if and as set forth in an applicable Order, pursuant to its support terms available at <https://www.traceable.ai/terms-of-service/enterprise-support-sla>.

8. Warranties.

8.1. Mutual Warranties. Each party represents and warrants that: (a) it has the legal power and authority to enter into this Agreement; and (b) it will use industry-standard measures to avoid introducing Viruses into the Products.

8.2. Additional Company Warranties. Company warrants that: (a) the Product will perform materially as described in the Documentation and Company will not materially decrease the overall functionality of the Product during a Subscription Term (the "**Performance Warranty**"); (b) Company will perform any Technical Services in a professional and workmanlike manner (the "**Technical Services Warranty**"); and (c) Company will use industry standard measures designed to ensure that the Software (as provided by Company) does not contain Viruses (the "**Virus Warranty**").

8.3. Warranty Remedy. If Company breaches the Performance Warranty, Virus Warranty, or Technical Services Warranty and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue with respect to the Product or receipt of the applicable Technical Services (“**Claim Period**”), then Company will use reasonable efforts to correct or provide a work-around for the nonconformity. If Company fails to do so within 90 days after Customer’s warranty claim (“**Fix Period**”), either party may terminate the affected Order as relates to the nonconforming Product or Technical Services. Company will then refund to Customer any prepaid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty or Virus Warranty) or for the nonconforming Technical Services (for the Technical Services Warranty). These procedures are Customer’s exclusive remedy and Company’s sole liability for breach of the Performance Warranty, Virus Warranty, and Technical Services Warranty.

8.4. Disclaimers. Except as expressly set out in this Agreement, each party disclaims all warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title and noninfringement. The warranties in this Section do not apply to misuse, unauthorized modifications, Third-Party Platforms. These disclaimers apply to the full extent permitted by Law.

9. Usage Rules.

9.1. Compliance. Customer will not (a) process Customer Data that: (i) violates applicable laws or regulations; or, (ii) contains Viruses; (b) overwhelm or attempt to overwhelm the SaaS Service; (c) publish benchmark or performance information about the Product without Company’s consent; (d) use the Products in violation of data, privacy or other applicable laws or regulations; (e) access the SaaS Service through means Company did not authorize (for instance, scraping or crawling); (f) disable or interfere with the Products or circumvent any security or access controls; or (g) try to access other users’ data or accounts without their express permission. As between the parties, Customer is responsible for the content and accuracy of Customer Data.

9.2. High Risk Activities & Sensitive Data. Customer (a) will not use the Product for High Risk Activities, (b) will not submit Sensitive Data to the SaaS Service that are not required for Company to perform its services hereunder, and (c) acknowledges that the Product is not designed for (and Company has no liability for) use prohibited in this Section.

9.3. Restrictions. Customer will not and will not permit anyone else to: (a) sell, sublicense, distribute or rent the Product (in whole or part), grant non-Users access to the Product or use the Product to provide a hosted or managed service to others, (b) reverse engineer, decompile or seek to access the source code of the Product, except to the extent these restrictions are prohibited by Laws and then only upon advance notice to Company, (c) copy, modify, create derivative works of or remove proprietary notices from the Product, (d) conduct security or vulnerability tests of the Products without Company’s prior written consent, interfere with its operation or circumvent its access restrictions, (e) use the Products to develop a product that competes with the Products or, (f) use the Products except as authorized under this Agreement.

10. Third-Party Platforms. Customer may choose to enable integrations or exchange Customer Data with Third-Party Platforms. Customer’s use of a Third-Party Platform is governed by its agreement with the relevant Company, not this Agreement, and Company is not responsible for Third-Party Platforms or how their providers use Customer Data.

11. Technical Services. Company will perform Technical Services as described in an Order. Customer will give Company timely assistance reasonably needed for Technical Services. Subject to any limits in an Order, Customer will reimburse approved travel and lodging expenses incurred in providing Technical Services. Customer may use materials that Company furnishes as part of Technical Services only in connection with Customer’s authorized use of the Products under this Agreement.

12. Fees.

12.1. Payment. Customer will pay the fees described in the Order. Unless the Order states otherwise, all amounts are due within 30 days after the invoice date (the “**Payment Period**”). Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less, and Customer pays all expenses incurred in collection of undisputed amounts, including reasonable attorneys’ fees. All fees and expenses are nonrefundable except as expressly set out in this Agreement.

12.2. Taxes. Customer is responsible for any sales, use, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign (“**Taxes**”), other than Company’s income tax. Fees and expenses are exclusive of Taxes.

12.3. Payment Disputes. If Customer disputes an invoice in good faith, it will notify Company within the Payment Period and the parties will seek to resolve the dispute over a 30-day discussion period. Customer is not required to pay disputed amounts during the discussion period, but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.

12.4. Reseller Orders. This Section applies if the Product is purchased by Customer through a Reseller.

a) *Commercial Terms.* Instead of paying Company, Customer will pay applicable amounts to the Reseller as agreed between Customer and the Reseller. Customer’s order details (e.g., License Units and fees) will be as stated in the Order placed by the Reseller with Company on Customer’s behalf. The Reseller is responsible for the accuracy of such Order. Company may terminate Customer’s rights to use the Product if it does not receive the corresponding payment from the Reseller. If Customer is entitled to a refund under this Agreement, Company will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to Customer, unless otherwise specified.

b) *Relationship with Company*. This Agreement is directly between Company and Customer and governs all use of the Product by Customer. Resellers are not authorized to modify this Agreement or make any promises or commitments on Company's behalf, and Company is not bound by any obligations to Customer other than as set forth in this Agreement. Company is not party to (or responsible under) any separate agreement between Customer and the Reseller and is not responsible for the Reseller's acts, omissions, products, or services. The amount paid or payable by the Reseller to Company for Customer's use of the applicable Software under this Agreement will be deemed the amount paid or payable by Customer to Company under this Agreement for purposes of the "Limitations of Liability" Section.

12.5. If Customer is on track to exceed the License Units capacity set forth in any Order on a three-month rolling average, Customer will contact Company to discuss the overage and either reduce usage or order additional capacity. If Customer exceeds the License Units capacity set forth in any Order prior to the end of the applicable Subscription Term and Customer has not reached an agreement with Company to reduce usage or order additional capacity within 30 days of such overage, Company may invoice Customer (and Customer shall pay, in accordance the terms herein) for such increased capacity at then current list prices, prorated for the remainder of the then applicable Subscription Term. Any such additional capacity, and corresponding fees, shall apply for the remainder of the then-applicable Subscription Term and any subsequent renewal.

13. Suspension. Company may suspend Customer's access to the SaaS Service and related services due to a Suspension Event, but where practicable will give Customer prior notice so that Customer can resolve the issue and avoid suspension. Company is not required to give prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once the Suspension Event is resolved, Company will promptly restore Customer's access to the SaaS Service in accordance with this Agreement. "**Suspension Event**" means (a) Customer's account is 30 days or more overdue after pursuing the procedures in Section 12.3, (b) Customer is in breach of the Section entitled "Usage Rules" or (c) Customer's use of the SaaS Service risks material harm to the SaaS Service or others.

14. Term and Termination.

14.1. Term. Each Subscription Term will last for an initial period set forth in the Order. Each Subscription Term will renew for successive periods (with the same length, usage limits and fees) unless (a) the parties agree on a different renewal Order or (b) either party notifies the other of non-renewal at least 45 days prior to the end of the current Subscription Term. This Agreement starts on the Effective Date and continues until the end of all Subscription Terms, unless sooner terminated in accordance with its terms. If no Subscription Term is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.

14.2. Termination. Either party may terminate this Agreement (including all Subscription Terms) if the other party (a) fails to cure a material breach of this Agreement within 30 days after receipt of notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 90 days.

14.3. Data Export & Deletion. During a Subscription Term, Customer may export Customer Data from the SaaS Service (or Company will otherwise make the Customer Data available to Customer) as described in the Documentation. After termination or expiration of this Agreement, within 30 days of request, Company will delete Customer Data and each party will delete any Confidential Information of the other in its possession or control. Nonetheless, the recipient may retain Customer Data or Confidential Information in accordance as required by Law, subject to the Section entitled "Security," the Section entitled "Confidentiality," and the **DPA**.

14.4. Effect of Termination. Customer's right to use the Product, Support, and Technical Services will cease upon any termination or expiration of this Agreement, subject to this Section. The following Sections will survive expiration or termination of this Agreement: 5.1, 6, 8.4, 9, 12 (for amounts then due), 14.4, 15, 16, 17, 18, 21, and 22. Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

15. Intellectual Property.

15.1. Reserved Rights. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Company's express rights in this Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer Data. Except for Customer's express rights in this Agreement, as between the parties, Company and its licensors retain all intellectual property and other rights in the Product, Technical Services deliverables, and related Company technology.

15.2. Comments. If Customer provides any suggestions or comments related to the Products, Company may retain and use any such suggestions or comments without restriction or obligation. All such comments and suggestions are provided "AS IS" and Company will not publicly identify Customer as the source without Customer's permission.

16. Limitations of Liability.

16.1. Limitation of Liability. Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance, or consequential damages or damages for loss of use, lost profits or interruption of business, even if informed of their possibility in advance. Each party's entire liability arising out of or related to this Agreement will not exceed the amounts paid or payable by Customer to Company under this Agreement in the 12 months immediately preceding the first incident giving rise to liability. The waivers and limitations in this Section apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

16.2. Exceptions. The Limitation of Liability will not apply to (a) the indemnifying party's obligations under the "Indemnity" Section, (b) either party's infringement or misappropriation of the other party's intellectual property rights, (c) any payment obligations hereunder that are not disputed in good faith, and (d) liabilities that cannot be limited by Law.

17. Indemnification.

17.1. Indemnification by Company. Company, at its own cost, will defend Customer from and against any third-party claim that the Product, when used by Customer as authorized in this Agreement, infringes or misappropriates a third party's intellectual property rights ("**Company-Covered Claims**") and will indemnify and hold harmless Customer from and against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by Company resulting from the Company-Covered Claims. Company's obligations in this Section do not apply to claims resulting from (a) modification or unauthorized use of the Product, (b) use of the Product in combination with any items not provided by Company, including Third-Party Platforms or (c) Software other than the most recent release, if Company made available (at no additional charge) a newer release that would avoid infringement.

17.2. Indemnification by Customer. Customer, at its own cost, will defend Company from and against any a third-party claim arising from Customer's breach or alleged breach of the "Usage Rules" Section ("**Customer-Covered Claims**") and will indemnify and hold harmless Company from and against any damages or costs awarded against Company (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the Customer-Covered Claims.

17.3. Procedures. The indemnifying party's obligations in this Section are subject to receiving from the indemnified party: (a) prompt notice of the claim (but delayed notice will only reduce the indemnifying party's obligations to the extent it is prejudiced by the delay), (b) the exclusive right to control the claim's defense and settlement, and (c) reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle a claim without the indemnified party's prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use of the Product when Company is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

17.4. Mitigation. In response to an infringement or misappropriation claim, Company may: (a) procure rights for Customer's continued use of the Product, (b) replace or modify the allegedly infringing portion of the Product to avoid infringement, without reducing the Product's overall functionality, or (c) terminate the affected Order and refund to Customer any prepaid, unused fees for the terminated portion of the Subscription Term.

17.5. Exclusive Remedy. **This Section sets out the indemnified party's exclusive remedy and the indemnifying party's sole liability regarding third-party claims of intellectual property infringement or misappropriation covered by this Section.**

18. Confidentiality.

18.1. Use and Protection. As recipient, each party will (a) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement, (b) not disclose Confidential Information to third parties without discloser's prior approval, except as permitted in this Agreement, and (c) protect Confidential Information using at least the same precautions recipient uses for its own similar information and no less than a reasonable standard of care.

18.2. Permitted Disclosures. The recipient may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Section and they are bound to confidentiality obligations no less protective than this Section.

18.3. Exclusions. These confidentiality obligations do not apply to information that the recipient can document (a) is or becomes public knowledge through no fault of the recipient, (b) it rightfully knew or possessed, without confidentiality restrictions, prior to receipt from the discloser, (c) it rightfully received from a third party without confidentiality restrictions or (d) it independently developed without using or referencing Confidential Information.

18.4. Remedies. Breach of this Section may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section, the discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

18.5. Required Disclosures. The recipient may disclose Confidential Information to the extent required by Laws. If permitted by Law, the recipient will give the discloser reasonable advance notice of the required disclosure and reasonably cooperate, at the discloser's expense, to obtain confidential treatment for the Confidential Information.

19. Publicity. Unless otherwise set forth in an Order, Company may use Customer's name, corresponding trademark or logo, and noncompetitive use details in both text and pictures on its website and in marketing materials to identify Customer as a customer, subject to any usage guidelines Customer provides Company.

20. Evaluations. Company may offer Evaluations of the Product. Evaluations are permitted only for Customer's internal evaluation during the period designated by Company on an Order (or if not designated, 30 days or as otherwise indicated within the Product). Either party may terminate Customer's Evaluation at any time for any reason. Evaluations of beta features may be inoperable, incomplete or include features never released. **Notwithstanding anything else in this Agreement, Company offers no warranty, indemnity, Support for Evaluations and its liability for Evaluations will not exceed US\$100.**

21. General Terms.

21.1. Notices. Except as set out in this Agreement, notices, requests and approvals under this Agreement must be in writing to the addresses on the Order and will be deemed given: (1) upon receipt if by personal delivery, (2) upon receipt if by certified or registered U.S. mail (return receipt requested), (3) one day after dispatch if by a commercial overnight delivery or (4) upon delivery if by email. Either party may update its address with notice to the other. Company may also send operational notices through the SaaS Service.

21.2. Entire Agreement, Assignment. This Agreement is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. Excluding Orders, terms in business forms, purchase orders or quotes used by either party will not amend or modify this Agreement even if signed; any such documents are for administrative purposes only. This Agreement may be executed in counterparts (including electronic copies), each of which is deemed an original and which together form one and the same agreement. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement, with notice to the other party, in connection with the assigning party's merger, reorganization, acquisition or other transfer of all or substantially all assets or voting securities. Any nonpermitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

21.3. Governing Law; Arbitration. Unless otherwise agreed in an Order, this Agreement is governed by the laws of the State of California, without regard to its conflicts of law rules, and each party hereby consents to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, CA for any dispute arising hereunder. If Customer is not located in the United States, any dispute arising from or relating to the subject matter of this agreement shall be finally settled by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of JAMS ("JAMS") then in effect, by an arbitrator with substantial experience in resolving complex commercial contract disputes, who will be chosen from the appropriate list of JAMS arbitrators. Any arbitrator so selected shall have substantial experience in the enterprise software industry. The arbitrator shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator may determine. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator. The prevailing party in any dispute shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith.

21.3. Interpretation, Modification, and Waivers. The Order will control in the event of any conflict with this Agreement. Any amendments to this Agreement must be in writing and signed by each party's authorized representatives. The Support Terms are not subject to the foregoing limitation. With notice to Customer, Company may modify the **Support Terms** to reflect new features or changing practices, but the modifications may not be retroactive or materially decrease Company's overall obligations during a Subscription Term. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

21.4. Force Majeure. Neither party is liable for a delay or failure to perform this Agreement due to a Force Majeure. If a Force Majeure materially adversely affects the Product, Support, or Technical Services for 30 or more consecutive days, either party may terminate the affected Order(s) upon notice to the other and Company will refund to Customer any prepaid, unused fees for the terminated portion of the Subscription Term. However, this Section does not limit Customer's obligations to pay fees owed.

21.5. Other Parties, Independent Contractors. There are no third-party beneficiaries to this Agreement. Company may use subcontractors and permit them to exercise its rights and fulfill its obligations, but Company remains responsible for their compliance with this Agreement and for its overall performance under this Agreement. This does not limit any additional terms for subprocessors under the **DPA**. The Company and Customer are independent contractors, not agents, partners or joint venturers.

21.6. Open Source. Company Software distributed to Customer (if any) may include third-party open source software ("**Open Source**") as listed in the Documentation or by Company upon request. If Customer elects to use the Open Source on a stand-alone basis, that use is subject to the applicable Open Source license and not this Agreement.

21.7. Insurance. Each party will, at its expense, maintain commercially reasonable insurance coverage during the Subscription Term, evidenced by a certificate of insurance, which the other party may request once per year.

21.8. Export & Government Rights. Each party (a) will comply with all export and import Laws in performing this Agreement and (b) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or designated by the U.S. government as a "terrorist supporting" country. Customer will not submit to the SaaS Service any data controlled under the U.S. International Traffic in Arms Regulations. To the extent applicable, the Product is "commercial computer software" or a "commercial item" for purposes of FAR 12.212 for and DFARS 227.7202. Use, reproduction, release, modification, disclosure or transfer of the Product is governed solely by the terms of this Agreement, and all others use is prohibited.

22. Definitions.

“**Affiliate**” means an entity controlled, controlling or under common control with a party, where control means at least 50% ownership or power to direct an entity’s management.

“**Confidential Information**” means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which (a) the discloser identifies to recipient as “confidential” or “proprietary” or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Company’s Confidential Information includes technical or performance information about the Product, and Customer’s Confidential Information includes Customer Data.

“**Customer Data**” means any data, content or materials that Customer (including its Users) submits to the Product, including from Third-Party Platforms.

“**Documentation**” means Company’s standard usage documentation for the Product.

“**Evaluations**” mean access to the Product (or features) on a free, trial, beta, or early access basis.

“**Force Majeure**” means an unforeseen event beyond a party’s reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, third-party internet or utility failures, refusal of government license or natural disaster, where the affected party takes reasonable and customary measures to avoid or mitigate such event’s effects.

“**High Risk Activities**” means activities where use or failure of the Product could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

“**Laws**” means all laws, regulations, rules, court orders or other binding requirements of a government authority that apply to a party.

“**License Units**” means the unit of measurement set forth in an Order limiting the use or deployment of the Product.

“**Order**” means an order executed by the parties, or with a Reseller, for the Product, Support, Technical Services, or related services that references this Agreement.

“**Personal Data**” means Customer Data relating to an identified or identifiable natural person.

“**Product**” means the SaaS Service or Software, as applicable.

“**Reseller**” means an authorized reseller of Company.

“**SaaS Service**” means Company’s proprietary SaaS Service, as identified in the relevant Order and as modified from time to time. The SaaS Service includes the Software only to the extent required to run the SaaS Service and provided by Company, but not Technical Services deliverables or Third-Party Platforms.

“**Sensitive Data**” means any (a) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation, (b) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented), (c) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS), (d) other information subject to regulation or protection under specific Laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations), (e) social security numbers, driver’s license numbers or other government ID numbers or (f) any data similar to the above protected under foreign or domestic Laws.

“**Software**” means any proprietary software in object code form that Company distributes to Customer as part of the SaaS Service.

“**Subscription Term**” means the term for Customer’s use of the Product as identified in an Order.

“**Support**” means support for the Product as described in the “Support” Section.

“**Technical Services**” means training, enablement, consulting, or other technical services described in an Order.

“**Third-Party Platform**” means any product, add-on or platform not provided by Company that Customer uses with the Products.

“**Usage Data**” means Company’s technical logs, data, and learnings about Customer’s use of the Product, excluding Customer Data.

“**User**” means anyone that Customer allows to use its accounts for the Product, who may include (a) employees, advisors and contractors of Customer and its Affiliates and (b) others if permitted in this Agreement or the Documentation.

“**Virus**” means viruses, malicious code, or similar harmful materials.