Cloud Service Agreement

Last Updated: October 21, 2026

The Cloud Services Agreement (CSA) should be accompanied by an Order Form.

1. Service

1.1 Access and Use.

During the **Subscription Period**, **Customer** may (a) access and use the Cloud Service; and (b) copy and use the included Software and Documentation only as needed to access and use the Cloud Service, in each case, for its internal business purposes and only if **Customer** complies with the terms of this Agreement.

1.2 Service Level.

Provider will use commercially reasonable efforts to maintain the **SLA**.

1.3 Support.

During the **Subscription Period**, **Provider** will provide technical support to ensure **Customer** can successfully use Cloud Service ("**Technical Support**").

1.4 User Accounts.

Customer is responsible for all actions on Users' accounts and for Users' compliance with this Agreement. **Customer** and Users must protect the confidentiality of their passwords and login credentials. **Customer** will promptly notify **Provider** if it suspects or knows of any fraudulent activity with its accounts, passwords, or credentials, or if they become compromised.

1.5 Feedback and Usage Data.

Customer may, but is not required to, give **Provider** Feedback, in which case **Customer** gives Feedback "AS IS". **Provider** may use all Feedback freely without any restriction or obligation. In addition, **Provider** may collect and analyze Usage Data, and **Provider** may freely use Usage Data to maintain, improve, and enhance **Provider's** products and services without restriction or obligation. However, **Provider** may only share Usage Data with others if the Usage Data is aggregated and does not identify **Customer** or Users.

1.6 Customer Content.

Provider may copy, display, modify, and use Customer Content only as needed to provide and maintain the Product and related offerings. **Customer** is responsible for the accuracy and content of Customer Content. To the extent Customer Content includes Personal Data, the parties' respective obligations regarding the processing of such Personal Data will be governed by the **DPA**.

2. Restrictions & Obligations

2.1 Restrictions on Customer.

(a) Except as expressly permitted by this Agreement, **Customer** will not (and will not allow anyone else to): (i) reverse engineer, decompile, or attempt to discover any source code or underlying ideas or algorithms of the Product (except to the extent Applicable Laws prohibit this restriction); (ii) provide, sell, transfer, sublicense, lend, distribute, rent, or otherwise allow others to access or use the Product; (iii) remove any proprietary notices or labels; (iv) copy, modify, or create derivative works of the Product; (v) conduct security or vulnerability tests on, interfere with the operation of, cause performance degradation of, or circumvent access restrictions of the Product; (vi) access accounts, information, data, or portions of the Product to which **Customer** does not have explicit authorization; (vii) use the Product to develop a competing service or product; (viii) use the Product with any High Risk Activities or with activity prohibited by Applicable Laws; (ix) use the Product to obtain unauthorized access to anyone else's networks or equipment; or (x) upload, submit, or otherwise make available to the Product any Customer Content to which **Customer** and Users do not have the proper rights.

(b) **Customer's** use of the Product must comply with all Documentation.

2.2 Suspension.

If **Customer** (a) has an outstanding, undisputed balance on its account for more than 30 days after the **Payment Period**; (b) breaches Section 2.1 (Restrictions on Customer); or (c) uses the Product in violation of the Agreement or in a way that materially and negatively impacts the Product or others, then **Provider** may temporarily suspend **Customer's** access to the Product with or without notice. However, **Provider** will try to inform **Customer** before suspending **Customer's** account when practical. **Provider** will reinstate **Customer's** access to the Product only if **Customer** resolves the underlying issue.

3. Professional Services

Provider will perform the **Professional Services** as detailed in a Cover Page, if any, and **Customer** will reasonably cooperate with **Provider** to allow the performance of **Professional Services**, including providing Customer Content as needed. **Provider** is not responsible for any inability to perform the **Professional Services** if **Customer** does not cooperate as reasonably requested.

4. Privacy & Security

4.1 Personal Data.

The **DPA** identified on the Cover Page is incorporated into this Agreement by reference. Before submitting Personal Data governed by GDPR, **Customer** must enter into a data processing agreement with **Provider**. The terms of the **DPA** will control each party's rights and obligations as to Personal Data and the terms of the **DPA** will control in the event of any conflict with this Agreement.

4.2 Prohibited Data.

Customer will not (and will not allow anyone else to) submit Prohibited Data to the Product unless authorized by the Cover Page.

4.3 Security.

Provider will comply with the **Security Policy**, if any.

5. Payment & Taxes

5.1 Fees and Invoices.

All fees are in U.S. Dollars and are exclusive of taxes. Except for the prorated refund of prepaid fees allowed with specific termination rights, fees are non-refundable. **Provider** will send invoices for fees applicable to the Product once per **Invoice Period** in advance starting on the **Subscription Start Date**. Invoices for **Professional Services** may be sent monthly during performance of the **Professional Services** unless the Cover Page includes a different cadence.

5.2 Payment.

Customer will pay **Provider** the fees and taxes in each invoice in U.S. Dollars within the **Payment Period**.

5.3 Taxes.

Customer is responsible for all duties, taxes, and levies that apply to fees, including sales, use, VAT, GST, or withholding, that **Provider** itemizes and includes in an invoice. However, **Customer** is not responsible for **Provider's** income taxes.

5.4 Payment Dispute.

If **Customer** has a good-faith disagreement about the amounts charged on an invoice, **Customer** must notify **Provider** about the dispute during the **Payment Period** for the invoice and must pay all undisputed amounts on time. The parties will work together to resolve the dispute within 15 days after the end of the **Payment Period**. If no resolution is agreed, each party may pursue any remedies available under the Agreement or Applicable Laws.

6. Term & Termination

6.1 Subscription Period.

Each Order Form will start on the **Subscription Start Date**, continue for the **Subscription Period**, and automatically renew for additional **Subscription Periods** unless one party gives notice of non-renewal to the other party before the **Non-Renewal Notice Date**.

6.2 Agreement Term.

This Agreement will start on the **Effective Date** and continue for the longer of one year or until all **Subscription Periods** have ended.

6.3 Termination.

Either party may terminate this Agreement if the other party (a) fails to cure a material breach of the Agreement within 30 days after receiving notice of the breach; (b) materially breaches the Agreement in a manner that cannot be cured; (c) dissolves or stops conducting business without a successor; (d) makes an assignment for the benefit of creditors; or (e) becomes the debtor in insolvency, receivership, or bankruptcy proceedings that continue for more

than 60 days. In addition, either party may terminate an affected Order Form if a Force Majeure Event prevents the Product from materially operating for 30 or more consecutive days, and **Provider** will pay to **Customer** a prorated refund of prepaid fees for the remainder of the **Subscription Period**. A party must notify the other of its reason for termination.

6.4 Effect of Termination.

Termination of the Agreement will automatically terminate all Order Forms. Upon expiration or termination:

(a) **Customer** will no longer have any right to use the Product, **Technical Support**, or **Professional Services**.

(b) Upon **Customer's** request, **Provider** will delete Customer Content within 60 days.

(c) Each Recipient will return or destroy Discloser's Confidential Information in its possession or control.

(d) **Provider** will submit a final invoice for all outstanding fees accrued before termination and **Customer** will pay the invoice according to Section 5 (Payment & Taxes).

6.5 Survival.

(a) The following sections will survive expiration or termination of the Agreement: Section 1.5 (Feedback and Usage Data), Section 2.1 (Restrictions on Customer), Section 5 (Payment & Taxes) for fees accrued or payable before expiration or termination, Section 6.4 (Effect of Termination), Section 6.5 (Survival), Section 7 (Representations & Warranties), Section 8 (Disclaimer of Warranties), Section 9 (Limitation of Liability), Section 10 (Indemnification) for the time period specified, Section 11 (Confidentiality), Section 12 (Reservation of Rights), Section 13 (General Terms), Section 14 (Definitions), and the portions of a Cover Page referenced by these sections.

(b) Each Recipient may retain Discloser's Confidential Information in accordance with its standard backup or record retention policies maintained in the ordinary course of business or as required by Applicable Laws, in which case Section 4 (Privacy & Security) and Section 11 (Confidentiality) will continue to apply to retained Confidential Information.

7. Representations & Warranties

7.1 Mutual.

Each party represents and warrants to the other that: (a) it has the legal power and authority to enter into this Agreement; (b) it is duly organized, validly existing, and in good standing under the Applicable Laws of the jurisdiction of its origin; (c) it will comply with all Applicable Laws in performing its obligations or exercising its rights in this Agreement; and (d) it will comply with the **Additional Warranties**.

7.2 From Customer.

Customer represents and warrants that it, all Users, and anyone submitting Customer Content each have and will continue to have all rights necessary to submit or make available Customer Content to the Product and to allow the use of Customer Content as described in the Agreement.

7.3 From Provider.

Provider represents and warrants to **Customer** that (a) it will not materially reduce the general functionality of the Cloud Service during a **Subscription Period**; and (b) it will perform **Professional Services** in a competent and professional manner.

7.4 Provider Warranty Remedy.

If **Provider** breaches a warranty in Section 7.3, **Customer** must give **Provider** notice (with enough detail for **Provider** to understand or replicate the issue) within 45 days of discovering the issue. Within 45 days of receiving sufficient details of the warranty issue, **Provider** will attempt to restore the general functionality of the Cloud Service or reperform the **Professional Services**. If **Provider** cannot resolve the issue, **Customer** may terminate the affected Order Form and **Provider** will pay to **Customer** a prorated refund of prepaid fees for the remainder of the **Subscription Period**. **Provider's** restoration and reperformance obligations, and **Customer's** termination right, are **Customer's** only remedies if **Provider** does not meet the warranties in Section 7.3.

8. Disclaimer of Warranties

Provider makes no guarantees that the Product will always be safe, secure, or error-free, or that it will function without disruptions, delays, or imperfections. The warranties in Section 7.3 do not apply to any misuse or unauthorized modification of the Product, nor to any product or service provided by anyone other than **Provider**. Except for the warranties in Section 7, **Provider** and **Customer** each **disclaim all other warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement**. These disclaimers apply to the maximum extent permitted by Applicable Laws.

9. Limitation of Liability

9.1 Liability Caps.

Each party's total cumulative liability for all claims arising out of or relating to this Agreement will not be more than the fees paid by Customer to Provider in the 12 month period immediately before the claim.

9.2 Damages Waiver.

Each party's liability for any claim or liability arising out of or relating to this Agreement will be limited to the fullest extent permitted by Applicable Laws. Under no circumstances will either party be liable to the other for lost profits or revenues, or for consequential, special, indirect, exemplary, punitive, or incidental damages relating to this Agreement, even if the party is informed of the possibility of this type of damage in advance.

9.3 Excluded Claims.

Notwithstanding anything to the contrary in this Agreement, (i) the limitations of liability set forth in Section 9.1 will not apply to either party's liability arising from its fraud, willful misconduct or gross negligence, and (ii) the exclusions of liability set forth in Section 9.2 will not apply to either party's intentional unauthorized disclosure of the other party's Confidential Information.

10. Indemnification

10.1 Protection by Provider.

Provider will indemnify, defend, and hold harmless **Customer** from and against all out-of-pocket damages, awards, settlements, costs and expenses, including reasonable attorneys' fees, expert fees and court costs, finally awarded against **Customer** or agreed to in a settlement approved by **Provider**, in each case, arising out of or related to any third-party claim alleging that the Cloud Service, when used by **Customer** in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights (a "**Provider Covered Claim**").

10.2 Protection by Customer.

Customer will indemnify, defend, and hold harmless **Provider**, its Affiliates, and their respective officers, directors, employees and agents from and against all out-of-pocket damages, awards, settlements, costs and expenses, including reasonable attorneys' fees, expert fees and court costs, finally awarded against **Provider** or agreed to in a settlement approved by **Customer**, in each case, arising out of or related to any third-party claim alleging that Customer Content, as submitted by or on behalf of **Customer** to the Cloud Service, infringes, misappropriates or otherwise violates any third party's intellectual property, privacy or other rights (a "**Customer Covered Claim**").

10.3 Procedure.

The Indemnifying Party's obligations in this section are contingent upon the Protected Party: (a) promptly notifying the Indemnifying Party of each Covered Claim for which it seeks protection; (b) providing reasonable assistance to the Indemnifying Party at the Indemnifying Party's expense; and (c) giving the Indemnifying Party sole control over the defense and settlement of each Covered Claim. A Protected Party may participate in a Covered Claim for which it seeks protection with its own attorneys only at its own expense. The Indemnifying Party may not agree to any settlement of a Covered Claim that contains an admission of fault or otherwise materially and adversely impacts the Protected Party without the prior written consent of the Protected Party.

10.4 Changes to Product.

If required by settlement or court order, or if deemed reasonably necessary in response to a **Provider Covered Claim**, **Provider** may, at its option and expense: (a) obtain the right for **Customer** to continue using the Cloud Service; (b) replace or modify the affected component of the Cloud Service without materially reducing the general functionality of the Cloud Service; or (c) if neither (a) nor (b) are reasonable, terminate the affected Order Form and issue a pro-rated refund of prepaid fees for the remainder of the **Subscription Period**.

10.5 Exclusions.

(a) **Provider's** indemnification obligations under Section 10.1 will not apply to the extent the applicable **Provider Covered Claim** arises from: (i) Customer Content; (ii) **Customer's** or any User's use of the Product in violation of this Agreement or the Documentation; (iii) any modification of the Product not made by **Provider**; (iv) use of the Product in combination with products, services, software, data or materials not provided by **Provider**; (v) **Provider's** compliance with **Customer's** instructions or specifications; or (vi) **Customer's** failure to use an update, modification or replacement made available by **Provider** that would have avoided the claim.

(b) **Customer's** indemnification obligations under Section 10.2 will not apply to the extent the applicable **Customer Covered Claim** arises from **Provider's** use of Customer Content outside the scope of rights granted to **Provider** under this Agreement.

10.6 Exclusive Remedy.

This Section 10 states each Protected Party's sole and exclusive remedy, and each Indemnifying Party's entire liability, for any Covered Claim. For clarity, this Section 10 does not limit either party's remedies for any direct claim for breach of this Agreement that is not a Covered Claim, subject in each case to Section 9. Notwithstanding the foregoing, nothing in this Section 10 limits either party's right to bring a direct claim against the other party arising from such other party's fraud, gross negligence or willful misconduct.

11. Confidentiality

11.1 Non-Use and Non-Disclosure.

Unless otherwise authorized in the Agreement, Recipient will (a) only use Discloser's Confidential Information to fulfill its obligations or exercise its rights under this Agreement; and (b) not disclose Discloser's Confidential Information to anyone else. In addition, Recipient will protect Discloser's Confidential Information using at least the same protections Recipient uses for its own similar information but no less than a reasonable standard of care.

11.2 Exclusions.

Confidential Information does not include information that (a) Recipient knew without any obligation of confidentiality before disclosure by Discloser; (b) is or becomes publicly known and generally available through no fault of Recipient; (c) Recipient receives under no obligation of confidentiality from someone else who is authorized to make the disclosure; or (d) Recipient independently developed without use of or reference to Discloser's Confidential Information.

11.3 Required Disclosures.

Recipient may disclose Discloser's Confidential Information to the extent required by Applicable Laws if, unless prohibited by Applicable Laws, Recipient provides the Disclosing Party reasonable advance notice of the required disclosure and reasonably cooperates, at the Discloser's expense, with the Discloser's efforts to obtain confidential treatment for the Confidential Information.

11.4 Permitted Disclosures.

Recipient may disclose Discloser's Confidential Information to Users, employees, advisors, contractors, and representatives who each have a need to know the Confidential Information, but only if the person or entity is bound by confidentiality obligations at least as protective as those in this Section 11 and Recipient remains responsible for everyone's compliance with the terms of this Section 11.

12. Reservation of Rights

Except for the limited license to copy and use Software and Documentation in Section 1.1 (Access and Use), **Provider** retains all right, title, and interest in and to the Product, whether developed before or after the **Effective Date**. Except for the limited rights in Section 1.6 (Customer Content), **Customer** retains all right, title, and interest in and to the Customer Content.

13. General Terms

13.1 Entire Agreement.

This Agreement is the only agreement between the parties about its subject and this Agreement supersedes all prior or contemporaneous statements (whether in writing or not) about its subject. **Provider** expressly rejects any terms included in **Customer's** purchase order or similar document, which may only be used for accounting or administrative purposes.

13.2 Modifications, Severability, and Waiver.

Any waiver, modification, or change to the Agreement must be in writing and signed or electronically accepted by each party. However, **Provider** may update **Technical Support**, the **SLA**, or the **Security Policy** by giving **Customer** 30 days prior notice. During the 30-day notice period, **Customer** may terminate the Agreement or affected Order Form upon notice if the update is a material reduction from the prior version and Provider cannot reasonably restore the prior version or a comparable alternative. If any term of this Agreement is determined to be invalid or unenforceable by a relevant court or governing body, the remaining terms of this Agreement will remain in full force and effect. The failure of a party to enforce a term or to exercise an option or right in this Agreement will not constitute a waiver by that party of the term, option, or right.

13.3 Governing Law and Chosen Courts.

The laws of the State of Delaware will govern all interpretations and disputes about this Agreement, without regard to its conflict of laws provisions. The parties will bring any legal suit, action, or proceeding about this Agreement in the state and federal courts located in Delaware and each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Delaware.

13.4 Injunctive Relief.

Despite Section 13.3 (Governing Law and Chosen Courts), a breach of Section 11 (Confidentiality) or the violation of a party's intellectual property rights may cause irreparable harm for which monetary damages cannot adequately compensate. As a result, upon the actual or threatened breach of Section 11 (Confidentiality) or violation of a party's intellectual property rights, the non-breaching or non-violating party may seek appropriate equitable relief, including an injunction, in any court of competent jurisdiction without the need to post a bond and without limiting its other rights or remedies.

13.5 Non-Exhaustive Remedies.

Except where the Agreement provides for an exclusive remedy, seeking or exercising a remedy does not limit the other rights or remedies available to a party.

13.6 Assignment.

Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. However, either party may assign this Agreement upon notice if the assigning party undergoes a merger, change of control, reorganization, or sale of all or substantially all its equity, business, or assets to which this Agreement relates. Any attempted but non-permitted assignment is void. This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

13.7 No Publicity.

Neither party may publicly announce the existence of this Agreement without the prior written approval of the other party.

13.8 Notices.

Any notice, request, or approval about the Agreement must be in writing and sent to the **Notice Address**. Notices will be deemed given (a) upon confirmed delivery if by email, registered or certified mail, or personal delivery; or (b) two days after mailing if by overnight commercial delivery.

13.9 Independent Contractors.

The parties are independent contractors, not agents, partners, or joint venturers. Neither party is authorized to bind the other to any liability or obligation.

13.10 No Third-Party Beneficiary.

There are no third-party beneficiaries of this Agreement.

13.11 Force Majeure.

Neither party will be liable for a delay or failure to perform its obligations of this Agreement if caused by a Force Majeure Event. However, this section does not excuse **Customer's** obligations to pay fees.

13.12 Export Controls.

Customer may not remove or export from the United States or allow the export or re-export of the Product or any related technology or materials in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

13.13 Government Rights.

The Cloud Service and Software are deemed "commercial items" or "commercial computer software" according to FAR section 12.212 and DFAR section 227.7202, and the Documentation is "commercial computer software documentation" according to DFAR section 252.227-7014(a)(1) and (5). Any use, modification, reproduction, release, performance, display, or disclosure of the Product by the U.S. Government will be governed solely by the terms of this Agreement and all other use is prohibited.

13.14 Anti-Bribery.

Neither party will take any action that would be a violation of any Applicable Laws that prohibit the offering, giving, promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist **Provider** or **Customer** in retaining or obtaining business. Examples of these kinds of laws include the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010.

13.15 Titles and Interpretation.

Section titles are for convenience and reference only. All uses of “including” and similar phrases are non-exhaustive and without limitation. The United Nations Convention for the International Sale of Goods and the Uniform Computer Information Transaction Act do not apply to this Agreement.

13.16 Signature.

This Agreement may be signed in counterparts, including by electronic copies or acceptance mechanism. Each copy will be deemed an original and all copies, when taken together, will be the same agreement.

14. Definitions

14.1 “**Affiliate**” means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest.

14.2 “**Agreement**” means these Standard Terms, together with the Cover Pages between **Provider** and **Customer** that include or reference a single set of Key Terms and the policies and documents referenced in or attached to those Cover Pages.

14.3 “**Applicable Data Protection Laws**” means the Applicable Laws that govern how the Cloud Service may process or use an individual’s personal information, personal data, personally identifiable information, or other similar term.

14.4 “**Applicable Laws**” means the laws, rules, regulations, court orders, and other binding requirements of a relevant government authority that apply to or govern **Provider** or **Customer**.

14.5 “**Cloud Service**” means the product described in an Order Form.

14.6 “**Confidential Information**” means information in any form disclosed by or on behalf of a Discloser, including before the **Effective Date**, to a Recipient in connection with this Agreement that (a) the Discloser identifies as “confidential”, “proprietary”, or the like; or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Confidential Information includes the existence of this Agreement and the information on each Cover Page. **Customer’s** Confidential Information includes non-public Customer Content and **Provider’s** Confidential Information includes non-public information about the Product.

14.7 “**Cover Page**” means a document that is signed or electronically accepted by the parties that incorporates these Standard Terms, identifies **Provider** and **Customer**, and may include an Order Form, Key Terms, or both.

14.8 “**Covered Claim**” means a **Provider Covered Claim** or **Customer Covered Claim**, as applicable, as defined in Section 10.

14.9 “**Customer Content**” means data, information, or materials submitted by or on behalf of **Customer** or Users to the Product but excludes Feedback.

14.10 “**Discloser**” means a party to this Agreement when the party is providing or disclosing Confidential Information to the other party.

14.11 “**Documentation**” means the usage manuals and instructional materials for the Cloud Service or Software that are made available by **Provider**.

14.12 “**Feedback**” means suggestions, feedback, or comments about the Product or related offerings.

14.13 “**Force Majeure Event**” means an unforeseen event outside a party’s reasonable control. Examples of these kinds of events include unpredicted natural disaster like a major earthquake, war, pandemic, riot, act of terrorism, or public utility or internet failure.

14.14 “**GDPR**” means European Union Regulation 2016/679 as implemented by local law in the relevant European Union member nation, and by section 3 of the United Kingdom’s European Union (Withdrawal) Act of 2018 in the United Kingdom.

14.15 “**High Risk Activity**” means any situation where the use or failure of the Product could be reasonably expected to lead to death, bodily injury, or environmental damage. Examples include full or partial autonomous vehicle technology, medical life-support technology, emergency response services, nuclear facilities operation, and air traffic control.

14.16 “**Indemnifying Party**” means a party to this Agreement when the party is providing protection for a particular Covered Claim.

14.17 "**Key Terms**” means the portion of a Cover Page that includes the key legal details and definitions for this Agreement that are not defined in the Standard Terms. The Key Terms may include details about Covered Claims or contain other details about this Agreement.

14.18 “**Order Form**” means the portion of a Cover Page that includes the key business details and definitions for this Agreement that are not defined in the Standard Terms. An Order Form may include details about the level of access and use granted to the Cloud Service, nature and timing of **Professional Services**, extent of **Technical Support**, or other details about the Product.

14.19 “**Personal Data**” will have the meaning(s) set forth in the Applicable Data Protection Laws for personal information, personal data, personally identifiable information, or other similar term.

14.20 "**Product**” means the Cloud Service, Software, and Documentation.

14.21 “**Prohibited Data**” means (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act; (b) credit, debit, bank account, or other financial account numbers; (c) social security numbers, driver’s license numbers, or other unique and private government ID numbers; (d) special categories of data as defined in the GDPR; and (e) other similar categories of sensitive information as set forth in the Applicable Data Protection Laws.

14.22 “**Protected Party**” means a party to this Agreement when the party is receiving the benefit of protection for a particular Covered Claim.

14.23 “**Recipient**” means a party to this Agreement when the party receives Confidential Information from the other party.

14.24 “**Software**” means the client-side software or applications made available by **Provider** for **Customer** to install, download (whether onto a machine or in a browser), or execute as part of the Product.

14.25 “**Usage Data**” means data and information about the provision, use, and performance of the Product and related offerings based on **Customer’s** or User’s use of the Product.

14.26 “**User**” means any individual who uses the Product on **Customer’s** behalf or through **Customer’s** account.