

## ENFOCUS REVIEW SAAS TERMS OF SERVICE

**Last Updated: September 19, 2023**

BY CLICKING “ACCEPT” or “AGREE” WHEN PROMPTED, ACCESSING OR USING ANY SERVICES OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE ANY SERVICES. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU ARE USING ANY SERVICES AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP, OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO ACCEPT, SIGN FOR AND BIND SUCH ENTITY, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL. IF YOU REGISTER FOR A FREE TRIAL OF THE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

This Agreement is by and between You and Enfocus. It consists of these Enfocus Review SaaS Terms of Service (these “Terms”) any attachments, addenda, or exhibits referenced herein, and the Order Form. It is effective as of the date on which You accept this Agreement (the “Effective Date”).

### **1. PROVISIONING OF SERVICES**

**1.1 Service Provision and Access.** Enfocus will (a) make the Services available to You for the Subscription Term solely for use by You and Your Authorized Users in accordance with these Terms, the Documentation, and the Order Form, and (b) provide the Services in accordance with its obligations under the laws and government regulations applicable to Enfocus’ provision of the Services. By permitting Your Authorized Users to access the Services, You agree to be responsible for Your Authorized Users’ compliance with this Agreement. Furthermore, You acknowledge and agree that Your Authorized Users may have access to Your Data and Enfocus shall not be responsible or liable for any misuse of the Services or Your Data by any such Authorized Users.

**1.2 Free Trial.** If You register with Enfocus for a free trial of the Services, Enfocus will make the applicable Service(s) available to You on an “as is” basis and with no warranty. The Services will be provided free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s), or (b) the start date of any purchased Services subscriptions ordered by You for such Service(s).

Your Data will be deleted thirty (30) days after the end of the trial period unless You subscribed to the same Services, before the end of this period.

**1.3 API.** Enfocus may offer an application programming interface that provides additional ways to access and use the Service (“API”). Such API is considered a part of the Services and its use is subject to these Terms. You may only use the API for your internal business purposes, in order to create interoperability and integration between the Service and other products, services or systems You use internally. Enfocus reserves the right at any time to modify or discontinue temporarily or permanently Your access to the API (or any part of it) with or without notice. The API is subject to changes and modifications and You are solely responsible to ensure that your use of the API is compatible with the current version.

**1.4 Subscriptions.** Unless otherwise provided in the Documentation, the Services are purchased (a) as Subscriptions for the Subscription Term stated in the Order Form, (b) higher Subscription Plan(s) may be purchased during a Subscription Term, and same will be prorated for the remaining portion of the applicable Subscription Term, (c) the Subscription Plan purchased cannot be reduced during the applicable Subscription Term. You agree that Your purchases are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by Enfocus regarding future functionality or features.

**1.5 Usage Limits.** Services are subject to the usage limits of Your Subscription Plan specified in the Order Form and Documentation. By agreeing to be bound by the terms of this Agreement, and following such other registration process as Enfocus may require, You will be given a set of Access Credentials that will allow You to use the Services in accordance with the Agreement. You agree to prevent and protect the Access Credentials and the Services from unauthorized disclosure or use, including without limitation sharing Access Credentials internally within Your organization.

**1.6 Use Restrictions.** You will not (a) sell, resell, rent or lease, the Services to any third party; (b) provide access to any Services to any person who is not an Authorized User; (c) copy, download, modify, translate, create derivative work (including partial or full database) from, any Enfocus software and/or database hosted as part of the Services in any manner not expressly authorized by this Agreement, (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to any Services, except to the extent expressly permitted by applicable law; (e) remove or obscure any proprietary or other notices contained in the Services; (f) use the Services in violation of this Agreement, any applicable law, rules and regulations or the Acceptable Use Policy, or (g) access the Services to build a competitive service or product, or copy any feature, function, or graphic.

**1.7 Verification of Use.** Enfocus will monitor the use of the Services to verify compliance with the usage limits of Your applicable Subscription Plan and the Terms. If the verification reveals that You have underpaid subscription fees by using the Services in excess of the Review Cycle Levels contained in your Subscription Plan (stated in the Order Form), You shall pay such underpaid fees for such excess usage based on the per-unit price for each Review Cycle Level defined in your current Subscription Plan to the Reseller.

**1.8 Subcontracting.** You acknowledge that Enfocus uses the services of third-party subcontractors for the provisioning of the Services, including but not limited to third-party data centers, and You consent to the corresponding subcontracting of Enfocus' obligations under this Agreement.

**1.9 Third Party Services.** You may install or enable third party services for use with the Service, such as online applications, offline software products, or services that utilize Enfocus APIs in connection with Your use of the Service ("Third Party Service(s)") subject to the terms of this Section. You are solely responsible for the purchase, licensing and any use of the of any Third Party Service. Enfocus does not warrant, or support Third Party Services. Enfocus has no responsibility for the provision or the Third Party Services to you or Your use thereof, all of which shall be governed by Your agreement with the Third Party Service provider. If You install or enable a Third Party Service for use with the Service, You grant Enfocus permission to allow the provider of that Third Party Service to access Your Data as required for the interoperation of that Third Party Services with the Service. Enfocus shall not be responsible for any disclosure, use, misuse, modification, deletion or any action or omission by the Third Party Service in connection with Your Data resulting from such access.

## **2. FEES AND PAYMENT**

**2.1 Fees.** Fees for the Services will be those set forth in the Order Form and are payable to Reseller. The fees stated in each Order Form shall be effective during the initial term specified in that Order Form; the Subscription fees for each renewal term shall be defined in the applicable Order Form or in the absence of any such terms regarding fees for renewal terms, by mutual agreement of You and the Reseller. Except as expressly set forth in this Agreement, all payment obligations hereunder are non-cancelable and non-refundable.

**2.2 Taxes.** Unless otherwise stated in the Order Form, Fees do not include any taxes, levies, duties, or similar governmental assessments, including, for example, value-added, sales, use, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchase of Services.

**2.3 Payment Disputes.** Enfocus will not exercise its rights under Section 6.3 (Suspension of Service) with respect to non-payment by You provided You are disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute.

**2.4 Late Fees.** Any fees not received from You by the due date may accrue late payment interests as may be agreed between you and the Reseller. You may also be liable for all costs of collection incurred for past due sums, including without limitation, collection agency fees, reasonable attorneys' fees and court costs.

### **3. WARRANTY AND DISCLAIMER OF WARRANTY**

**3.1 Services Warranty.** Enfocus warrants that the Services will operate in substantial conformity with the applicable Documentation during the Subscription Term. If Enfocus is not able to correct any reported non-conformity with this warranty, Enfocus will terminate the license to use the Service and as Your sole and exclusive remedy, You will be entitled to receive a refund of any pre-paid unused fees for the applicable Services purchased thereunder.

**3.2 Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, AND TECHNICAL SUPPORT ARE PROVIDED "AS IS," AND ENFOCUS MAKES NO IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ENFOCUS DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

### **4. INTELLECTUAL PROPERTY AND OWNERSHIP**

**4.1 Retention of Rights.** The Services and associated software and databases are owned by Enfocus (and its licensors) and are protected by applicable intellectual property laws and regulations, including United States and international copyright laws. You agree that Enfocus or its licensors retain all right, title, and interest (including all intellectual property rights) in and to the Services and associated software and databases the Documentation, and any derivative works, modifications, or improvements of any of the foregoing (collectively, the "Enfocus Technology"). Except for the expressly limited rights set forth in these Terms, no right, title, or interest in any Enfocus Technology is granted to You.

**4.2 Trademarks.** All trademarks on or related to the Services are the sole and exclusive property of Enfocus or its Affiliates (collectively the "Trademarks") and are protected by US and international trademark laws. Nothing in this Agreement shall give You any right, title, or interest in or to any Trademarks, nor give You any right to use the Trademarks for any purpose without the prior written approval of Enfocus. You agree that You will do nothing inconsistent with Enfocus' or its Affiliates' ownership of the Trademarks and will not register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to any of the Trademarks.

**4.3 Ownership of Your Data and Your Materials.** As between the parties, You or Your licensors retain all right, title, and interest (including any and all intellectual property rights) in and to Your Data. You warrant that You have and will maintain sufficient rights in Your Data to grant the rights to Enfocus under this Agreement and that Your Data will not violate the rights of any third-party rights.

**4.4 License to Use Feedback.** To the extent You or your Authorized Users provide Enfocus with any feedback, ideas, improvement suggestions or recommendations about the Services ("Feedback"), You hereby assign to Enfocus all rights in and to the Feedback. To the extent that ownership cannot be assigned, You hereby grant Enfocus and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate the Feedback into any Enfocus products or services.

## 5. MUTUAL INDEMNIFICATION

**5.1 Indemnification by Enfocus.** Enfocus will defend You against any claim by a third party alleging that the Services infringe any intellectual property right of such third party and will indemnify and hold You harmless from any damages and costs finally awarded against You or agreed in settlement by Enfocus (including reasonable attorneys' fees) resulting from such claim. If Your use of the Services results (or in Enfocus' opinion is likely to result) in an infringement claim, Enfocus may either: (a) substitute functionally similar products or services; (b) procure for You the right to continue using the Services; or if (a) and (b) are not commercially reasonable in Enfocus' opinion, (c) terminate this Agreement and cause the Reseller to refund the associated pre-paid unused fees. The foregoing indemnification obligation of Enfocus will not apply if the claim arises from (i) modification of the Services by any party other than Enfocus or based on Your specifications or requirements; (ii) the combination of the Services with products or processes not provided by Enfocus; (iii) any use of the Services that is not compliant with this Agreement; or (iv) any action arising as a result of Your Data or any deliverables or components not provided by Enfocus. This Section 5.1 sets forth Your sole remedy with respect to any claim of intellectual property infringement.

**5.2 Indemnification by You.** You will defend Enfocus against any claim by a third party arising from or relating to (i) any breach of this Agreement or (ii) Your Data and will indemnify and hold harmless Enfocus from and against any damages and costs awarded against Enfocus or agreed in settlement by You (including reasonable attorneys' fees) resulting from such claim.

**5.3 Indemnification Procedures.** In the event of a potential indemnity obligation under this Section 5, the indemnified party will: (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party the right to control the investigation, defense, and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (iii) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party without the indemnified party's prior written consent, such consent not to be unreasonably withheld.

## 6. TERM AND TERMINATION

**6.1 Term of Agreement.** This Agreement commences on the Effective Date and continues for the period indicated in the Order Form unless terminated earlier in accordance with Section 6.2 below. Upon the expiration of the Subscription Term described in the Order Form, the Subscription Term shall auto-renew by consecutive one (1) year periods, unless You cancel the Subscription within the online portal My Enfocus at <https://www.enfocus.com/en/sign-in> prior to the renewal date.

**6.2 Termination.** Either party may terminate this Agreement for cause upon written notice to the other party in the event of a breach of any material provision of this Agreement if such breach (if capable of being remedied) remains uncured following a 10-days written notice. In case such breach is not capable of being remedied, or if the other party becomes the subject of a petition in bankruptcy or any other similar proceeding termination may occur forthwith by means of a written notification. In addition, in the event of material breach by You, Enfocus shall also have the right to suspend the Services in accordance with Section 6.3 below.

**6.3 Suspension of Services by Enfocus.** Enfocus may suspend the Services if: (i) Enfocus reasonably believes that the Services are being used in violation of applicable law, rules and regulations; (ii) Your use of the Services interferes with the normal operations of the Services or other customers' use of the same; (iii) there is an attack on the Services or Your server(s), or there is another event for which Enfocus reasonably believes suspension of the Services is necessary to protect the Enfocus network or Enfocus' other customers; (iv) Your payment of any invoiced amount is overdue and You fail to pay the overdue amount within ten (10) days of Reseller's written notice; (v) You breach any obligation relating to Enfocus'(or its suppliers') intellectual property rights. Enfocus will endeavor to give You advance notice of pending suspension or termination under this Section of at least twelve (12) hours unless Enfocus determines, in Enfocus' reasonable commercial judgment, that a suspension on no or shorter notice is necessary to protect Enfocus, its customers, or others.

**6.4 Refund or Payment upon Termination.** If this Agreement is terminated by You in accordance with Section 6.2, Enfocus shall cause the Reseller to refund You any pre-paid, unused fees. If this Agreement is terminated by Enfocus in accordance with Section 6.2, You will pay the Reseller any unpaid fees due covering the remainder of the term of the Order Form. In no event shall termination relieve You of Your obligation to pay any fees payable to Reseller for the period prior to the effective date of termination.

**6.5 Effect of Termination.** Upon termination of this Agreement: (i) You will cease using the Services; (ii) each party shall continue to protect Confidential Information in accordance with Section 7; and (iii) You will permanently delete from any hardware and storage device all downloads and backup copies of any Enfocus information obtained from the Services. Upon request, You agree to provide Enfocus with written certification by an authorized officer that all information from the Services has been removed and deleted from all of Your hardware and storage devices.

**6.6 Survival.** The following sections will survive any expiration or termination of this Agreement: 1.5 (Use Restrictions), 2 (Fees and Payment), 3.2 (Warranty Disclaimer), 4 (Intellectual Property and Ownership), 5 (Mutual Indemnification), 6 (Term and Termination), 7 (Confidentiality and Protection of Your Data), 8 (Limitation of Liability), 9 (Miscellaneous), and 10 (Definitions).

## **7. CONFIDENTIALITY AND PROTECTION OF YOUR DATA**

**7.1 Definition of Confidential Information.** Your Confidential Information includes Your Data. Confidential Information of Enfocus includes the Services and the terms and conditions of this Agreement. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party.

**7.2 Confidentiality Obligations.** The receiving party shall not use any disclosing party's Confidential Information for any purpose outside the scope of this Agreement and except as otherwise authorized by the disclosing party in writing, limit access to Confidential Information of the disclosing party to those of its and its Affiliates' employees and contractors who have a need to know and who are under similar confidentiality obligations as those herein. If the receiving party is required by law or court order to disclose Confidential Information, then receiving party shall, to the extent legally permitted, provide the disclosing party with advance written notification and reasonably cooperate (at disclosing party's expense) in an effort to obtain confidential treatment of the Confidential Information. The receiving party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of same importance (but not less than reasonable care).

The receiving party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to other remedies available to it at law. Upon termination of this Agreement, each party shall either return or destroy any Confidential Information of the other party in its possession, unless otherwise provided by law, reasonable internal retention policies, or except for copies retained in receiving party's data-back up systems, provided that the confidentiality obligations hereunder shall continue to apply to such information retained.

**7.3 Your Data.** To the extent that any of Your Data comprises personal data, as defined in any Applicable Data Protection Law ("Personal Data"), as between You and Enfocus, You are the data controller, and Enfocus is the data processor. You are solely responsible for the accuracy, content, and legality of all Your Data and warrant that You have and will maintain sufficient rights in Your Data to grant the rights to Enfocus under this Agreement and that Your Data will not violate the rights of any third party. You grant Enfocus authorization to view, store, copy, and delete or otherwise process Your Data as part of Enfocus' standard performance of the Services to prevent or address

service or technical problems with the Services, or as may be required by law and You consent and agree to the processing of Your Data by Enfocus for such purpose at or from geographical locations within or outside of the European Economic Area (including but not limited to the United States of America). You further grant Enfocus a perpetual, worldwide, irrevocable, royalty-free license, with the right to grant sublicenses, to use Your Data (with the exception of Personal Data) for the purpose of providing and improving the Services (including for diagnostic purposes) and to analyze trends, perform market research, and to develop and provide other products and services to You and others. You will defend Enfocus against any claim by a third party arising from or relating to any processing and/or use of Your Data by Enfocus in accordance with the terms of this Agreement, and will indemnify and hold harmless Enfocus from and against any damages and costs awarded against Enfocus or agreed in settlement by You (including reasonable attorneys' fees) resulting from such claim.

**7.4 Protection of Your Data.** Enfocus will maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Your Data, as described in the Security Policy. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Your Data (other than by You or Your Authorized Users). The terms of the Data Processing Addendum or "DPA" posted at <https://www.enfocus.com/en/termsandconditions> shall govern the processing of Your Data hereunder and are hereby incorporated herein by reference.

**7.5** You will reasonably cooperate with any investigations or audits by Enfocus into service outages, security problems and/or suspected breaches of this Agreement. You will not seek to block or otherwise interfere with such investigations or audits. You agree to allow Enfocus access to Your premises, computers (including, but not limited to, hardware, software and network systems).

**7.6** You are responsible for retaining backup copies of Your Data as You see fit and You are responsible for implementing Your own disaster-recovery plan.

## **8. LIMITATION OF LIABILITY**

**8.1 EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OR LOST DATA, RELATING TO THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL SUPPORT OR OTHER INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SERVICES OR OTHERWISE ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT DUE TO ENFOCUS' NEGLIGENCE.

**8.2 LIABILITY LIMITATIONS.** IN NO EVENT WILL ENFOCUS' AGGREGATE LIABILITY HEREUNDER FOR ALL CLAIMS IN THE AGGREGATE, EXCEED THE TOTAL FEES PAID BY YOU TO RESELLER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INITIAL CLAIM.

## **9. MISCELLANEOUS**

**9.1 Export Control.** You may not use or otherwise export or re-export the Enfocus Technology except as authorized by United States law and the laws of the jurisdiction(s) in which the Enfocus Technology was obtained. In particular, but without limitation, the Enfocus Technology may not be exported or re-exported (a) into any U.S. embargoed and/or sanctioned countries, including without limitation: Cuba, Belarus, Iran, North Korea, Russia, Syria and Russian occupied territories in the Ukraine or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted party lists. By using the Enfocus Technology, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Enfocus Technology for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

**9.2 Governing Law; Venue.** All disputes arising from or related to this Agreement will be governed by the laws of the country and state, or other applicable geographic designation, where Enfocus is located, without reference to



its conflicts of law principles. Each party hereby consents to the exclusive personal jurisdiction and venue of the courts where Enfocus is located. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from application to this Agreement.

**9.3 Assignment.** You may not assign this Agreement without the express written consent of Enfocus. Any attempted assignment in violation of this provision will be void.

**9.4 Severability; Waiver.** If any part of the Agreement is found unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in writing signed by a duly authorized representative on behalf of the party claimed to have waived.

**9.5 Relationship of the Parties.** The parties' relationship is that of independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

**9.6 Entire Agreement; Order of Precedence.** This Agreement constitutes the entire agreement of the parties and supersedes all previous communications between the parties relating to this Agreement and to the subject matter of the Agreement. No terms or conditions stated in any purchase order You may issue, or in a vendor onboarding process or web portal, shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (i) these Terms, (ii) the Documentation and (iii) the Order Form

**9.7 Modifications.** Enfocus reserves the right to change or modify the terms of this Agreement upon written notice to You. All such changes will: (a) be applied prospectively; and (b) apply to all similarly situated users of the Services. If any changes to this Agreement are unacceptable to You, You may terminate your access to the Services by providing ten (10) days' written notice of termination to Enfocus, delivered at any time within sixty (60) days of the effective date of the change. Continued use of the Services following the effective date of any changes constitutes Your acceptance of the changes, but does not affect the foregoing right of termination. For purpose of this Section 9.7 the posting of an updated copy of this Agreement to Enfocus' website at <https://www.enfocus.com/en/termsandconditions> shall constitute written notice of the change(s) to this Agreement.

**9.8 Force Majeure.** Neither party will be responsible for, nor be in default under this Agreement (except for a failure to pay fees) due to any delays or failure of performance resulting from acts or causes beyond its reasonable control, including without limitation, acts of war, export regulations, third-party labor strikes, power failures, natural disasters or other similar events ("Force Majeure Events"). In the event that either party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the party who has been so affected will promptly give notice to the other and will exercise all reasonable efforts to resume performance as soon as feasible.

## 11. DEFINITIONS

"Acceptable Use Policy" means the Acceptable Use Policy published at <https://www.enfocus.com/en/termsandconditions> which is considered incorporated herein by reference.

"Access Credentials" means usernames and passwords or similar credentials enabling access to the Services.

"Affiliates" means any entity controlling, controlled by, or under common control with, Enfocus or You, whereby "control" shall mean direct or indirect ownership or control of (i) more than fifty percent (50%) of the shares or voting interest in an entity; or (ii) the power to direct the management or policy of an entity.

“Applicable Data Protection Law” means all applicable laws and regulations relating to the privacy, confidentiality, security or protection of Personal Data, including, without limitation, the European Union General Data Protection Regulation.

“Authorized Users” means individuals assigned by You to use the Services, which may include, (i) Your officers, employees, consultants and agents, (ii) officers or employees of third parties suppliers performing services solely for You or on Your behalf and/or (iii) officers or employees of your customers but only to the extent needed to approve, comment or disapprove files as part of the Services.

“Agreement” means these Terms, any attachments, addenda, or exhibits referenced therein, and the Order Form.

“Confidential Information” means all information disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

“Documentation” means Enfocus’ user guides, documentation, and help and training materials, as updated from time to time and provided to You.

“Enfocus” means Enfocus BV with its address at Raymonde de Larochelaan 13, 9051 Gent, Belgium.

“Order Form” means the Reseller document including without limitation, Reseller quote and/or proposal that references these Terms detailing the scope of the Services ordered. No terms other than product name, subscription plan, price, Subscription Term and billing contact stated in the Order Form shall be incorporated into these Terms and all such other terms shall be null and void.

“Reseller” means a third-party authorized by Enfocus to resell Services directly to You.

“Review Cycle” means the period starting with the upload of a file with a unique Job ID to the Services until the due date set by You for such file has expired.

“Review Cycle Level” means the number of Review Cycles included in your Subscription Plan.

“Security Policy” means, the Enfocus security terms and conditions published at Enfocus’ website <https://www.enfocus.com/en/termsandconditions> which are incorporated herein by reference.

“Services” means Enfocus Review software-as-a-service offering made available and ordered by You as set forth in the Order Form.

“Services Commencement Date” means the specific date set forth in Your Order Form, or in the absence thereof, the date on which Enfocus provides You with Your Access Credentials.

“Subscription” means the term-based access to the Services purchased in the Order Form.

“Subscription Plan” means a Subscription in which the applicable Service package, product name, the Review Cycles Levels and fees are defined.

“Subscription Term” means the duration of the Subscription set forth in the Order Form starting from Services Commencement Date.

“You” or “Your” means the customer identified in the Order Form.

“Your Data” means any electronic data and information submitted by You to the Services.