

Framework Effective Date: December 13, 2021

Customer	
Name:	
Address:	
Jurisdiction of Incorporation:	

## EndpointX Terms and Conditions

This EndpointX Master Framework Agreement ("**Framework Agreement**") is effective as of the Framework Effective Date (if blank, then the Framework Effective Date is the last indicated date of execution) set forth above and is entered between **Customer** and **EndpointX Limited ("EndpointX")**

### 1 CONTRACTUAL FRAMEWORK

- 1.1 Scope. This Framework Agreement establishes the contractual framework for the licensing of Products and/or the provision of Services by EndpointX to Customer pursuant to License Orders and Work Orders (defined below) executed by EndpointX and Customer.
- 1.2 Components. The Parties will execute supplemental License Orders and Work Orders to this Framework Agreement containing terms and conditions applicable to specific Products and Services offered by EndpointX (License Orders and Work Orders are, collectively, "Orders"). Each Order, upon execution, will be fully incorporated into this Framework Agreement.



Figure 1: Illustrated Contract Structure

- 1.3 Precedence of Terms. In the event of a conflict or inconsistency among the provisions of this Framework Agreement or an Order, then the following order of priority will be given:
  - (a) first, the terms of this Framework Agreement;
  - (b) second, the terms of the Framework Exhibits;
  - (c) third, the terms of the applicable Order; and
  - (d) fourth, the terms of any Order Exhibits.

Notwithstanding the above, the Parties may agree that the terms of a specific Order will supersede a provision or provisions of this Framework Agreement, provided that such Section or Sections of this Framework Agreement is identified and specifically referenced in the Order.

- 1.4 Obligations upon Termination. Upon expiration or termination of this Framework Agreement, each Party must return to the other, within ten (10) business days, all Confidential Information of the other held by each Party.
- 1.5 Payment Terms. Upon the execution of this framework agreement – payment of values defined within the applicable orders will be expected within 30 days.

### 2 MUTUAL CONFIDENTIALITY OBLIGATIONS

- 2.1 Non-Disclosure. The Recipient must not disclose Confidential Information to any other person or entity. The Recipient may disclose Confidential Information to its Representatives, but only on a need-to-know basis as required so that the Recipient may perform its obligations and exercise its rights under this Framework Agreement or an Order, provided that those Representatives are subject to confidentiality obligations to protect disclosed Confidential Information that are no less restrictive than the obligations imposed under this Framework Agreement. The Recipient must use reasonable care to protect Confidential Information from misuse and unauthorised disclosure.
- 2.2 Use of Confidential Information. The Recipient may only use Confidential Information to perform its obligations under this Framework Agreement and/or any Order. The Recipient will not make copies of Confidential Information in any manner that obstructs or obscures the confidentiality marking of the Discloser. Except for rights expressly granted in this Section 4, Confidential Information made available to the Recipient does not grant the Recipient a license right or any other intellectual property in the Confidential Information.
- 2.3 Compelled Disclosure. A disclosure of Confidential Information compelled under a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order") will not be considered to be a breach of confidentiality by Recipient or a waiver of that obligation by Discloser. Before any such disclosure, Recipient must (unless prohibited by applicable law or court order) provide prompt written notice to Discloser and reasonable assistance in seeking a protective order or other limitations on disclosure. If, after taking these steps, the Recipient remains subject to a Legal Order to disclose any Confidential Information, it shall disclose only that Confidential Information specifically required and seek assurances from the applicable court or agency that the Confidential Information will be afforded confidential treatment.
- 2.4 Remedies. It is agreed that monetary damages may not be a sufficient remedy for breach of confidentiality. The Discloser may seek injunctive relief without any obligation to prove actual damages. In addition, the Discloser may seek other legal relief, including monetary damages.
- 2.5 Return of Materials. All documents and all copies of Confidential Information will remain the sole and exclusive property of the Discloser, and must be promptly returned or destroyed by the Recipient upon termination of this Framework Agreement or as specified in the applicable Order, or at any other time as requested by the Discloser. Confidential Information electronically archived or otherwise contained in business records prepared by the Recipient need not be returned or destroyed, but will continue to be protected as Confidential Information.

### **3 INTELLECTUAL PROPERTY**

- (a) All Intellectual Property Rights in the EndpointX Properties and Services belonging to EndpointX shall remain vested with EndpointX. Nothing in this Framework Agreement shall be deemed to grant Customer any right, title or interest in any EndpointX Properties or Services, including any Intellectual Property Rights.
- (b) To the extent that, by operation of law or otherwise, Customer obtains any interest in the EndpointX Properties, Services, or the product of the Services performed on Customer's behalf by EndpointX, Customer hereby unconditionally and irrevocably assigns to EndpointX, its entire right, title, and interest in and to any Intellectual Property Rights that Customer may acquire in the EndpointX Properties, Services, or the product of the Services.
- (c) The foregoing Sections 5(a) and 5(b) may be modified or superseded by additional intellectual property provisions specified in a License Order or Work Order.
- (d) All rights to Third-Party Materials belong to and remain with the respective owners of such Third-Party Materials. Products or Services provided by EndpointX to Customer may contain Third-Party Materials subject to various other terms and conditions imposed by the licensors of such Third-Party Materials. As applicable, Customer's use of Third-Party Materials is subject to and governed by the third-party licenses covering such Third-Party Materials. Customer agrees to comply with all terms and conditions contained in all Third-Party Materials' licenses.

## 4 WARRANTIES AND REPRESENTATIONS

### 4.1 Mutual Representations and Warranties. Each Party represents and warrants that:

- (a) it is validly organized and in good standing under the laws of the jurisdiction where it is organized, with all requisite power and authority to execute, deliver and perform under this Framework Agreement and any Order.
- (b) it has full right, power, and authority to grant the other Party the licenses, rights, and remedies provided under this Framework Agreement and any Order;
- (c) it and its Representatives will not disparage the other Party or the products and services of the other Party to a third party;
- (d) it shall comply with such applicable laws, rules and regulations in its performance under this Framework Agreement and use of any Products and Services provided;
- (e) there are no actions, suits or proceedings pending or threatened, or any other event, matter, occurrence, or circumstance that, to the Party's knowledge, challenges or may have a material adverse impact on this Framework Agreement or any Order (when such Order is in effect); and
- (f) once duly executed, this Framework Agreement and each Order, as applicable, will constitute its legal, valid and binding obligation.

### 4.2 Redlining Representation: Each party represents that it or its counsel has "redlined" or otherwise called attention to all changes that it made and sent to the other party in previously-sent drafts of the Agreement, including but not limited to drafts of any attachments, schedules, exhibits, and addenda.

### 4.3 Disclaimer of Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS FRAMEWORK AGREEMENT OR IN AN ORDER, ENDPNTX MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. Without limiting the foregoing, except as specifically provided in this Framework Agreement or in an Order, EndpointX makes no warranty of any kind that the Products or Services, or any derivative or results of the use of any of them, will meet Customer's or other persons' requirements, operate without interruption, achieve any intended result, be compatible or work with any other goods, services, technologies or materials (including any software, hardware, system or network), or be secure, accurate, complete, free of harmful code or error free. All Open Source Programs and Third-Party Materials are provided "AS IS" and any representation or warranty of or concerning any of them is strictly between Customer and the third-party owner or distributor of such Open Source Programs and Third-Party Materials.

## 5 INDEMNIFICATION

### 5.1 Infringement Indemnification. EndpointX shall defend and indemnify Customer against any Losses in connection with an Action made or brought against Customer by a third party alleging that the use of the Products and/or Services as contemplated hereunder infringes any third party's Intellectual Property Rights; provided, however, that Customer: (a) promptly gives written notice of the Action to EndpointX; (b) gives EndpointX sole control of the defense and settlement of the Action (provided that EndpointX may not settle any Action unless it unconditionally releases Customer of all liability); and (c) provides to EndpointX all reasonable assistance in addressing the Action. EndpointX shall not be required to indemnify Customer (and, instead, Customer shall fully indemnify EndpointX) to the extent an Action arises out of: (w) modification of the Product and/or the Services by Customer, its Employees, its Affiliates, or its representatives in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Product and/or the Services in a manner inconsistent with this Framework Agreement or any Documentation; (y) use of the Product and/or the Services in combination with any other product or service not provided by EndpointX; or (z) use of the Product and/or the Services in a manner not otherwise contemplated by this Framework Agreement. If Customer is enjoined from using the Product and/or the Services or EndpointX reasonably believes it will be enjoined, EndpointX shall have the right, at its sole option, to obtain for Customer the right to continue use of the Product

and/or the Services or to replace or modify the Product and/or the Services so that it is no longer infringing. If neither of the foregoing options is reasonably available to EndpointX, then use of the Product and/or the Services may be terminated at either party's option and EndpointX's sole liability shall be to refund any prepaid fees for any Services that were to be provided after the effective date of termination.

## **6 LIMITATION OF LIABILITY**

6.1 No Consequential or Indirect Damages. Except with respect to amounts to be paid by either party pursuant to a court award or settlement as well as the defense costs under the indemnification obligations (regardless of how the damages are characterised), in no event will either party have any liability to the other party under or in connection with this Framework Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any (a) increased costs, diminution in value or lost business, production, revenues, or profits, (b) loss of goodwill or reputation, (c) use, inability to use, loss, interruption, delay or recovery of any Product or Open Source Programs or other Third-Party Materials, (d) loss, damage, corruption or recovery of data, or breach of data or system security, (e) cost of replacement goods or services, or (f) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages, in each case regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose. For the avoidance of doubt, (y) EndpointX and its Representatives shall not be liable for any loss (or portion thereof) that would have been avoided by cover or other reasonable avoidance efforts (not involving undue risk or burden) where the party incurring the loss failed to make such efforts, and (z) Customer will not assert that its payment obligations as set forth in an Order are excluded as EndpointX's lost profits.

6.2 Maximum Liability. To the maximum extent permitted by law, in no event shall either party's (or EndpointX's affiliates or its third-party licensors) aggregate liability arising out of or related to this Framework Agreement, regardless of the theory of liability, exceed the greater of (a) GBP £100,000.00 or (b) all amounts paid by Customer to EndpointX under this Agreement during the most recent twelve-month period of the contractual term. EndpointX's aggregate liability for its breach of this Framework Agreement (including any DPA) resulting in the unauthorised disclosure of customer data, or breach of its security, privacy, and/or confidentiality obligations under this agreement, shall not exceed the fees paid by Customer during the most recent twenty-four-month period of the contractual term.

The limitations of liability in this Framework Agreement do not limit otherwise-recoverable damages for (i) reckless misconduct, gross negligence, willful misconduct, fraud, and/or injury to the person (including death) proximately resulting from breach of the Agreement, or (ii) Customer's payment obligations.

6.3 One-Year Limitation on Claims. Where permitted by law, no action arising under or related to this Framework Agreement may be brought by Customer against EndpointX more than twelve (12) months after it accrues.

## **7 PROVISION OF PROFESSIONAL SERVICES**

7.1 EndpointX Obligations. EndpointX shall provide to Customer professional services (the "Professional Services") as set forth in one or more Work Order(s). Each Work Order will set forth (i) a description of the Professional Services to be provided; (ii) a description of any resources, work, materials, information, or other items to be provided by Customer to facilitate EndpointX's provision of the Professional Services; and (iii) an implementation schedule for completion of the Professional Services.

7.2 Contract Manager. Customer shall (i) designate one of its employees to serve as its primary contact with respect to the Professional Services and to act as its authorised representative with respect to the Professional Services provided under the applicable Work Order (the "Customer Contract Manager"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed or the applicable Work Order is terminated; and (ii)

require that the Customer Contract Manager respond promptly to any reasonable requests from EndpointX for instructions, information or approvals required by EndpointX to provide the Professional Services.

- 7.3 Cooperation. Customer shall cooperate with EndpointX in its performance of the Professional Services and provide appropriate and reasonable access to Customer's premises, employees, network, and equipment as required to enable EndpointX to provide the Professional Services.
- 7.4 Other Measures. Customer shall take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in EndpointX's provision of the Professional Services.
- 7.5 Term for Professional Services. Each Work Order shall come into effect on the date specified in such Order. Each Order shall terminate at completion of the Professional Services described in the Order or as otherwise provided therein. The Parties agree that a Work Order may extend beyond the termination of this Framework Agreement and further agree that the Parties may enter into such a Work Order so long as an applicable License Order is in effect, although such Order for Professional Services must be related to the License Order still in effect.

## **8 GENERAL LEGAL TERMS**

- 8.1 Waiver. No waiver by a party of any of the provisions of this Framework Agreement is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Framework Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 8.2 Force Majeure. Neither party shall be liable to the other, nor be deemed to have defaulted or breached this Framework Agreement, for any failure or delay in fulfilling or performing any term of this Framework Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of such party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage.
- 8.3 Assignment. Neither Party may assign this Framework Agreement or any portion, without the other Party's prior written consent. Assignments in contravention of this Section are void. However, EndpointX may assign this Framework Agreement: (i) in the event of a merger in which EndpointX is not the surviving entity; (ii) in the event of a sale of all or substantially all of EndpointX's assets; or (iii) to any entity that controls, is controlled by or is in common control with EndpointX. This Framework Agreement will be binding upon any permitted successors and assignees.
- 8.4 Entire Agreement. This Framework Agreement, including any Orders and Exhibits, constitutes the complete and entire agreement between the Parties and supersedes all prior oral or written proposals, agreements, or communications between them concerning the subject matters and relationship established under this Framework Agreement.
- 8.5 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Framework Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 8.6 No Third-Party Beneficiaries. This Framework Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or

implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Framework Agreement.

- 8.7 **Governing Law; Venue** This Framework Agreement and performance under it will be governed by the laws of the United Kingdom, without regard to its conflict of law provisions. Furthermore, unless otherwise agreed between the Parties consent to the exclusive jurisdiction of, and venue in, any court of competent jurisdiction located in the City of London, the United Kingdom for the purposes of adjudicating any matter arising out of or relating to this Framework Agreement.
- 8.8 **Notices.** All notices required or permitted under the Agreement, except to the extent, if any, that this Framework Agreement expressly provides otherwise, (a) must be in writing, (b) will be effective only upon receipt or refusal by an authorised agent of the noticed party, and (c) must be marked for the attention of the specified individual, office, or position listed in the table below.

For a notice to EndpointX to be effective, a copy of the notice must be sent to, or to the attention of, the EndpointX Legal Department and to the **legal@EndpointX.com** email account.

<b>If to Customer:</b> [Name] [Title] [Address]	<b>with a required copy to:</b> [Name] [Title] [Address]
<b>If to EndpointX:</b> to the address first set forth on page 1 above  AND to <b>scott@EndpointX.com</b>	<b>with a required copy to:</b> EndpointX Incorporated Attn:

- 8.9 **Severability.** If any term or provision of this Framework Agreement or any Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Framework Agreement or any Order or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify such term or other provision so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 8.10 **Use of Trade/Service Marks.** Neither Customer nor EndpointX shall use the trademarks, tradenames, logos, or other marks of the other Party in any marketing materials, on its website, or otherwise without the prior written permission of such other Party. Notwithstanding the foregoing, however, upon EndpointX's reasonable request, Customer agrees to permit EndpointX to issue a press release, have Customer's name and logo featured in EndpointX's marketing materials and on EndpointX's website, and be featured in a case study produced by EndpointX.
- 8.11 **Survival.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Framework Agreement including, but not limited to, the following provisions: 2 (Fees and Payment Terms), 3.4 (Effect of Termination), 3.5 (Obligations upon Termination); 4 (Confidentiality); 5 (Intellectual Property), 6 (Warranties and Representations), 7 (Indemnification), 8 (Limitation of Liability), 9 (Professional Services), and 10 (General Legal Terms).
- 8.12 **Amendment.** No amendment to this Framework Agreement or any Order will be valid unless in writing and signed by an authorised representative of each of the Parties.
- 8.13 **Counterparts.** This Framework Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A

signed copy of this Framework Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Framework Agreement.

8.14 Insurance. EndpointX will maintain during the entire Term of this Framework Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII authorised to do business in the jurisdictions where the EndpointX services are to be performed:

- (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than £1,000,000 per accident/per employee;
- (b) Business Automobile Liability covering all vehicles that EndpointX owns, hires, or leases with a limit of no less than £1,000,000 (combined single limit for bodily injury and property damage) for each accident;
- (c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than £2,000,000;
- (d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than £1,000,000 per occurrence and in the aggregate;
- (e) Excess Liability/Umbrella coverage with a limit of no less than £9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here).

Upon Customer's request, EndpointX agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this Section.

**IN WITNESS WHEREOF**, EndpointX and Customer have each caused this Framework Agreement to be signed and delivered by their duly authorised representatives as of the Framework Effective Date.

<b>ENDPOINTX</b>		<b>CUSTOMER</b>	
<b>BY:</b>		<b>BY:</b>	
<b>NAME:</b>		<b>NAME:</b>	
<b>TITLE:</b>		<b>TITLE:</b>	
<b>SIGNATURE DATE:</b>		<b>SIGNATURE DATE:</b>	

## Framework Exhibit A: Definitions

These capitalised terms are defined as follows:

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity or otherwise.

"Affiliate" means any current or future corporation, partnership or other entity that is in or under the direct or indirect control of EndpointX or Customer. For purposes of the foregoing, "control" exists whenever there is an ownership, profits, voting or similar interest (including any right or option to obtain such an interest) representing at least 50% of the total interests of the pertinent entity then outstanding.

"Change of Control" means the sale of all or substantially all the assets of a signatory party; any merger, consolidation, or acquisition of such party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the shares of such signatory party in one or more related transactions.

"Confidential Information" means all nonpublic information, in any form, provided or made available by one Party or its Representatives (the "Discloser") to the other Party or its Representatives (the "Recipient") that is marked with a confidentiality marking or that the Recipient knows or should know to be confidential given the nature of the information. Confidential Information does not include any information that is: (a) already lawfully in the possession of, or known to, the Recipient without any obligation of confidentiality; (b) publicly available at the time of disclosure to the Recipient or which, after disclosure, becomes publicly available through no fault of the Recipient; (c) lawfully provided or disclosed to the Recipient by a non-party to this Framework Agreement without any obligation of confidentiality; or (d) independently developed by the Recipient, as established by documentary evidence, without the use of any Discloser Confidential Information.

"Customer" means the named signatory party labeled "Customer" and set forth on the first page of this Framework Agreement.

"Customer Properties" means any software, websites, APIs (application programming interfaces) or other products made or owned by Customer that may include or interface with one or more Products.

"Documentation" means any Product specifications set forth in a Order and any manuals or other documentation provided with the Product, in any form or medium that EndpointX makes available to Customer in hard copy or electronic form.

"Intellectual Property Rights" means any now known or hereafter known tangible and intangible: (a) rights associated with works of authorship throughout the world, including, but not limited to, copyrights and moral rights; (b) trademark and trade name rights and similar rights; (c) trade secrets; (d) patents; (e) all other intellectual property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues now or hereafter in force (including any rights in any of the foregoing).

"EndpointX" means the EndpointX entity set forth on the first page of this Framework Agreement, as well as its Affiliates and/or subsidiaries worldwide, as may be applicable from the context.

"EndpointX Properties" means any EndpointX proprietary products, software, APIs (application programming interfaces), web portals, and other technologies, information and materials provided by EndpointX to Customer pursuant to an Order, excluding all Third-Party Materials.

"Loss" means any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys'

fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Material Default" means a Party's breach of any material duties, obligations or responsibilities under this Framework Agreement or an Order, and failure to cure that breach within thirty (30) days after written notice specifying the breach; or (b) general assignment for the benefit of creditors, or ceasing to conduct its business or operations in the ordinary course, including becoming a party to any insolvency, bankruptcy, receivership, or similar proceeding, which is not dismissed within thirty (30) days after its commencement.

"Open Source Program" means any third-party code included in the Product that is used by EndpointX under a license that meets the Open Source Definition or the Free Software Definition, including without limitation any license approved by the Open Source Initiative.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organisation, trust, association or other entity.

"Product" means, collectively, the EndpointX Properties licensed to Customer by EndpointX pursuant to a specific Order, and (a) the version and modules of EndpointX's product identified in the applicable Order and (i) if licensed "as-a-Service," hosted by EndpointX or EndpointX's hosting service provider, or (ii) if licensed "On-Premise," hosted by You, whether at Your site or in a separate data center, (b) any software, applications, scripts, or materials, provided to or developed for You pursuant to a specific Order(s), and (c) all additions and updates to (including any updates provided by or from EndpointX), and derivative works of EndpointX licensed software made available to You under Your Agreement.

"Representative" means any director, officer, employee, agent, advisor, or consultant of either of the parties or any director, officer, employee, agent, advisor, or consultant of an Affiliate.

"Sales Order" means a mutually accepted order for purchase of one or more Product(s).

"Services" mean all services (including, but not limited to implementation, training, and other services) to be furnished to Customer by EndpointX, its suppliers, or its subcontractors hereunder, as described in an associated Order.

"Third-Party Materials" means all materials and information in any form or medium, including any Open Source Programs, Third-Party Software (as defined in an Order), or other software, documents, data, content, specifications, products, equipment, or components that are not proprietary to EndpointX.

"Work Order" means a mutually accepted order for professional services to be performed for You by EndpointX, including any related change orders or amendments.