

Deskpro

Customer Agreement

This Customer Agreement (“Agreement”) is a legal agreement between Deskpro, Inc. (“Deskpro”), a Delaware corporation on behalf of itself and its Affiliates and the customer on behalf of itself and its Affiliates (“Customer”) accessing the Products made available by Deskpro.

By using the Products, signing this Agreement, and/or clicking a checkbox indicates acceptance, Customer will be deemed to have accepted and agreed to be bound by this Agreement. If a person is entering into this Agreement on behalf of a company or other legal entity, such person represents that they have the authority to bind such entity to this Agreement and if such person does not have such authority or does not agree to this Agreement Customer must not accept this Agreement and may not use the Products.

1. Overview. This Agreement applies to Customer’s Orders for Products and related Support and Advisory Services. The terms of this Agreement apply to both Self-Hosted and Cloud Products, although certain terms apply only to Self-Hosted Products or Cloud Products, as described in this Agreement. Capitalized terms are defined at the end of this Agreement.

2. Products and Advisory Services

2.1 Permitted Use. Subject to this Agreement and during the applicable Subscription Term, Deskpro grants Customer a non-exclusive right to use the Products and related Support and Advisory Services for its internal business purposes, in accordance with the Documentation.

2.2 Restrictions. Except to the extent otherwise expressly permitted by this Agreement, Customer must not (and must not permit anyone else to: (a) rent, lease, sell, distribute or sublicense the Products or include them in an outsourcing offering, (b) provide access to the Products to a third party, other than to Users, (c) charge its customers a specific fee for use of the Products, but Customer may charge an overall fee for its own offerings (of which the Products are ancillary), (d) use the Products to develop a similar or competing product or service, (e) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Products, (f) modify or create derivative works of the Products, (g) interfere with or circumvent Product usage limits, or (h) remove, obscure or modify in any way any proprietary or other notices or attributions in the Products.

2.3 Cloud Products

2.3.1 Cloud Products. The Cloud Products include the Deskpro Cloud service, APIs, the Deskpro website and any other software, data, text, images, sounds, videos or other content made available via the Deskpro site or developed via the Deskpro API. Any new features added to or augmenting the Cloud Products are also subject to this Agreement.

2.3.2 Availability. Deskpro uses reasonable efforts to make the Cloud Products available 24 hours per day, 7 days per week except for: (a) short periods of planned downtime of less than 10 minutes in any 24 hour period, (b) planned downtime greater than 10 minutes for which Deskpro will endeavor to give at least 48 hours’ notice and will, where practical, schedule such downtime on Saturday or Sunday between 7 PM and 6 AM in Customer’s time zone, or (c) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of

Gods, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, technical failures beyond our control, internet service provider failures, or denial of service attacks.

2.3.3. Usage Restrictions. Cloud Products may be subject to limitations on the amount of data storage or bandwidth.

2.4 Self-Hosted Products

2.4.1 License. Subject to the terms of this Agreement, Deskpro grants Customer a limited non-exclusive, non-transferable license (with no right to sub-licence) during the Subscription Term to install, access and use the Self-Hosted Products in exchange for the Fees. Once the Subscription Term expires, Customer must either renew the licence or remove the Products from all systems. Once the licence has expired, the Products will automatically cease to function, if it is not renewed.

2.4.2 Attribution. Customer will keep the attribution and hyperlink to Deskpro and its website intact unless Customer upgrades to an appropriate plan to remove the attribution.

2.4.3 Number of Live Installations. Customer is permitted only a single, live, accessible installation of the Self-Hosted Products that is accessible from a unique URL. If Customer needs access to the Self-Hosted Products through multiple installations of the Self-Hosted Products, Customer will require additional licenses or Customer upgrades to an appropriate plan.

2.4.4 Test Installations. Customer is permitted to running a test installation, where the number of allowed instances is determined by the plan which Customer purchases. This installation must not be publicly available and can only be used for internal testing of the Self-Hosted Products. A separate license code is provided for such test installation which limits certain functionality.

2.4.5 Customer Infrastructure. Customer is responsible for ensuring all infrastructure and required third party products used to run Products is set up to at least meet the minimum specifications provided by Deskpro at support.deskpro.com. Customer is also responsible for backups of the Product data.

2.4.6 Account Information. Customer must provide Deskpro with accurate account information. This includes, but is not limited to providing Deskpro with the details of the cloud instance(s) or url of the computer(s) on which Customer has installed the Self-Hosted Products or enabling a service to share instance information with Deskpro.

2.5 Advisory Services. Customer may purchase Advisory Services from Deskpro. Advisory Services are only for Customer's internal use and Customer may not use the Advisory Services to supply any consulting services or training services to any third party. Advisory Services must be used within ninety (90) days of purchase.

2.6 Service Credits. Customer may purchase service credits which may be used for variable costs usage-based features of the Products. Fees paid for service credits are non-refundable.

2.7 Data Processing Agreement. The DPA applies to Customer's use of Cloud Products and related Support and Advisory Services and forms part of this Agreement.

2.8 AI Tools.

2.8.1 Customer-Licensed AI Tools. The Products are configurable with certain AI Tools which Customer has independently licensed from a third party ("Customer-Licensed AI Tools"). Upon Customer's request, Deskpro will evaluate and confirm that a Customer-Licensed AI Tool can be deployed with Customer's use of a Product. Customer is solely responsible for the use of the Customer-Licensed AI Tools in accordance with the terms and conditions set forth in the applicable license. Notwithstanding anything in this Agreement to the contrary in relation to

Products, Deskpro is not responsible for, and Customer is solely responsible for: (a) the availability of and the access to the Customer-Licensed AI Tools; and (b) the Customer's use of the Customer-Licensed AI Tools.

2.8.2 In-Product AI Tools. In its Order, Customer may opt-in to accessing and using AI Tools that are available within the Product by Deskpro ("In-Product AI Tools"). In-Product AI Tools may contain third-party products that require Customer to be bound by additional third-party terms. As applicable, Deskpro shall make such third-party terms available to the Customer, and Customer shall be required to accept such terms to access and use the In-Product AI Tools that include the third-party product(s). If Customer does not agree to abide by the applicable terms for any third-party products, then Customer should not install, access or use such third-party products or any In-Product AI Tools that include or incorporate such third-party products.

2.8.3 Customer Responsibilities. In connection with the Customer-Licensed AI Tools and the In-Product AI Tools, Customer and its Users are responsible for: (a) the selection, content, and submission of all Input; (b) ensuring the use is in compliance with all applicable laws and is not used for unlawful, fraudulent, offensive, or obscene activity; (c) evaluating (including by human review) Output for accuracy, completeness, and other factors relevant to use of the Output; (d) any decisions, actions and reliance on the Output; and (e) adherence to the Deskpro AI Acceptable Use Policy, found at <https://www.deskpro.com/legal/ai/acceptable-use-policy> which is incorporated by reference herein.

2.8.4 Deskpro's AI Policy. Deskpro is dedicated to securely and ethically offer, deploy, support, and use AI Tools as set forth in more detail in its Deskpro AI Policy, found at <https://www.deskpro.com/legal/ai/code-of-conduct> which is incorporated into this Agreement by reference.

3. Users

3.1 Responsibility for Users. Customer may authorize Users to access and use the Products in accordance with this Agreement and the Documentation. Customer is responsible for Users' compliance with this Agreement and all activities of its Users, including Orders they may place, applications enabled, and how Users access and use Customer Content.

3.2 Login Credentials. Customer must ensure that each User keeps its login credentials confidential and must promptly notify Deskpro if it becomes aware of any unauthorized access to any User login credentials or other unauthorized access to or use of the Products.

4. Content

4.1 Responsibility for Customer Content. Customer is responsible for all Customer Content posted and activity that occurs using the Products. In addition, Customer assumes all responsibility for backing up of Customer Content. Deskpro acquires no right, title or interest in any Customer Content. Deskpro will neither modify nor disclose Customer Content to a third party except as necessary to provide the Products, to prevent or address technical issues, to respond to Customer requests for Support, or as compelled to by law.

4.2 Error Reports. When the Products encounter an error, this error may be automatically logged with the Deskpro servers to enable Deskpro to rapidly resolve any potential problems with the Products. Although technical steps have been taken to prevent it, it is possible that confidential information may be included in these reports.

4.3 Access to Server. If in a response to a request for technical support, Customer provides Deskpro direct access to its Products installation, either by providing usernames and passwords or using the remote access tool

built into Products, Customer accepts that Customer will be providing Deskpro with full access to the Products and all related data.

4.4 Anonymised Data. Deskpro may collect usage data from Products. Customer agrees that Deskpro may use, disclose, market and licence aggregated, anonymised usage data for any purpose without restriction.

4.5 Privacy Policy. By agreeing to this Agreement Customer agrees to the terms of the Deskpro Privacy Policy.

4.6 Protected Health Information. If Customer makes any Protected Health Information available, the terms of the Business Associate Agreement at <https://www.deskpro.com/legal/baa> will apply.

5. Confidentiality. Receiving Party will (a) hold the Confidential Information in trust and confidence and avoid the disclosure or release of Confidential Information to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (b) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this Agreement. Receiving Party will disclose the Confidential Information only to those of its personnel having a need to know such Confidential Information and will be responsible for all violations of this Section by such personnel. Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that Receiving Party, if legally permissible, gives Disclosing Party notice to allow Disclosing Party to seek a protective order or other appropriate remedy, discloses only such Confidential Information as is required by the governmental entity, and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information disclosed. Notwithstanding the above, Customer agrees that Deskpro, its employees and agents will be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of this Agreement.

6. Intellectual Property

6.1 Intellectual Property. Customer acknowledges and agrees that all intellectual property rights in the Products, Documentation and Trademarks vest and will always remain vested in Deskpro. Customer has no right, title or interest in or to such intellectual property rights other than as expressly set out in this Agreement.

6.2 Third Party Software. The Products are made available with certain open source and other software which is not owned by Deskpro. These products contain separate licences within their software. These products and their intellectual property rights vest and remain vested in their respective owners.

6.3 Feedback. Deskpro will have a royalty-free, worldwide, irrevocable, perpetual license to use any suggestions, feature requests, feedback, comments and recommendations submitted by Customer or Users submitted directly to Deskpro via email or other channel.

7. Warranties and Disclaimers

7.1 Deskpro Warranties

7.1.1 Products. Deskpro warrants for a period of thirty (30) days following the date the Products are initially licensed by Customer, the Products will substantially conform to the description contained in the applicable Documentation. If, during the Warranty Period, the Products do not substantially conform to the description contained in the applicable Documentation, Customer's sole remedy is that Deskpro will perform the Support.

7.1.2 Advisory Services. Deskpro warrants that the Advisory Services will be performed in a workmanlike manner and will conform to standards of the industry. If the Advisory Services are not performed as set forth above, Customer's sole remedy is that Deskpro will re-perform the applicable Advisory Services.

7.1.3 Free Trial. If the Products are made available for a free trial, it is available on an as-is basis without any warranties. The Products will be available until the end of the free trial period. Customer is responsible for entering payment information prior to the expiration of the trial if Customer wants to continue to use the Products. If Customer has not entered payment details, then upon expiration of a trial, the license will end and any data previously entered into the Products may be permanently lost.

7.2 Customer Warranties. Customer warrants that: (a) it will not use the Products: for any illegal or unauthorized purpose, to send any unsolicited emails or spam, to transmit infringing, threatening, offensive, libelous or otherwise unlawful material, to store or transmit malicious code, or to reverse engineer any encrypted source code or attempt to bypass code used to manage licensing restrictions, (b) it will prevent unauthorized access to the Products, secure passwords, and promptly notify Deskpro of any unauthorized access or use of the Products, and (c) it will not lease, license, sublicense, sell, resell, rent, or otherwise commercially exploit the Products to any third party.

7.3 Disclaimer. EXCEPT AS PROVIDED IN THIS SECTION, THE PRODUCTS, SUPPORT, ADVISORY SERVICES, AND EACH API IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED UNDER LAW. DESKPRO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT DESKPRO DOES NOT WARRANT THAT THE PRODUCTS AND APIS WILL BE UNINTERRUPTED, SECURE, BUG-FREE OR VIRUS-FREE AND NO STATEMENT OR COMMUNICATION WITH DESKPRO WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

8. Payment Terms

8.1 User Accounts. The Products are licensed on a per User basis. Customer is responsible for ensuring that the number of Users using the Products is less than or equal to the number of User accounts Customer has purchased. Only one individual person may use an individual User account. Customer is responsible for ensuring that Users do not share accounts. To increase the number of Users, Customer will be charged a time adjusted amount for those Users up to the next licence renewal date. If Customer decreases the number of User accounts, the lower price will be reflected in the next renewal date, but no refund will be given for any unused accounts.

8.2 Term. The Subscription Term will commence as specified in the Order. Deskpro reserves the right to change prices at any time. If Customer keeps a payment card on file, in order to maintain continuity of service, Deskpro will charge the card ten (10) days prior to the license expiration for a subscription extension. Customer can prevent this charge by disabling auto-renewals in the Deskpro billing dashboard. Deskpro does not retain credit card details and at no point stores any credit card data. Customer card details are retained by third-party secure processors who provide a mechanism to re-bill the same card.

8.3 Early Termination. There are no refunds or credits for early termination of a Subscription.

8.4 Fees and Payment. Customer agrees to pay Deskpro the applicable Fees. In addition, Customer will pay all sales, use, value added, withholding, excise taxes and other tax, duty, custom and similar fees levied upon the delivery or use of the Products, Support, and Advisory Services described in this Agreement. All invoices are due and payable upon receipt. Payments are non-refundable and will be made without right of set-off or chargeback. If Customer does not pay the invoices when due, Deskpro may charge interest at one percent (1%) per month on the

unpaid balance. If Customer fails to pay Fees in accordance with this Section, Deskpro may suspend the license and fulfilling its obligations under this Agreement until such payment is received by Deskpro. If any applicable law requires Customer to withhold amounts from any payments to Deskpro under this Agreement, Customer will emit such amounts to the appropriate taxing authorities and promptly furnish Deskpro with tax receipts evidencing the payments of such amounts and the sum payable by Customer upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, Deskpro receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Deskpro would have received and retained absent the deduction or withholding.

8.5 Audit. Deskpro may audit the use of the Products for compliance with the terms of Agreement at any time. Deskpro may do this by receiving licensing data from the Products. Customer must not interfere with this communication. In the event that such audit reveals any use of the Products by Customer other than in full compliance with the terms of Agreement, Customer will reimburse Deskpro reasonable expenses related to such audit in addition to any other liabilities Customer may incur as a result of such non-compliance.

9. Limitation of Liability. UNDER NO CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WILL DESKPRO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF BUSINESS, PROFITS, DATA OR OTHER LOSS, WHICH RESULTS FROM THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DESKPRO'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE AGGREGATE FEES DUE BY CUSTOMER TO DESKPRO UNDER THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTHS.

10. Term and Termination

10.1 Agreement Term. This Agreement commences on the date accepted by Customer and it continues until all Subscription Terms for the Products have expired or been terminated.

10.2 Subscription Term. The Subscription Term will commence on the date specified in the Order and will continue during the time Customer pays the applicable Fees.

10.3 Termination. Either party may terminate this Agreement by providing written notice in the event that the other party breaches this Agreement and does not cure such breach within thirty (30) days of written notice.

10.4 Effect of Termination. On termination of this Agreement or the expiration or termination of the Subscription Term, all rights and licences granted under it will automatically terminate, Customer's accounts may be deleted and any data previously entered by Customer will be permanently lost. Customer will immediately cease all use of the Products, remove any reference to Deskpro and the Products from Customer's Website, and destroy all copies and expunge them from any databases in its possession or control. Sections 5 (Confidentiality), 6 (Intellectual Property), 7.3 (Disclaimer), Section 8 (Payment Terms), 9 (Limitation of Liability), 10.4 (Effect of Termination), 11 (Interpretation) and 12 (Definitions) will survive the expiration or termination of this Agreement.

11. Interpretation

11.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous discussions, proposals

and agreements between the parties relating to the subject matter of this Agreement. No amendment, modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. Purchase orders will be for the sole purpose of defining quantities, prices and describing the Products and Advisory Services to be provided under this Agreement and to this extent only are incorporated as a part of this Agreement and all other terms in purchase orders are rejected.

11.2 Waiver of Term. Waiver of any term, provision or condition of this Agreement will be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.

11.3 Enforcement of Agreement. No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.

11.4 Invalidity. If any provision of this Agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever that provision will be divisible from this Agreement and will be deemed to be deleted from this Agreement and the validity of the remaining provisions will not be affected. If any such deletion materially affects the interpretation of this Agreement, the parties will use reasonable efforts to negotiate in good faith with a view to agreeing a substitute provision that as closely as possible reflects the commercial intention of the parties.

11.5 Force Majeure. Neither party will be liable to the other for any delay or failure to perform due to causes beyond its reasonable control (excluding payment of monies due).

11.6 No Third Party Beneficiaries. Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of Deskpro and Customer and do not create any right in favor of any third party.

11.7 Government Regulation. Customer acknowledges that the Products are subject to export restrictions by the U.S. government and import restrictions by certain foreign governments. Customer may not export or re-export the Products except in compliance with the U.S. Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. Customer will not and will not allow any third-party to remove or export from the United States or allow the export or re-export of any Product or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Products are further restricted from being used for terrorist activity or the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the U.S. government. Customer will at all times comply with all applicable laws and regulations in its performance under this Agreement, including without limitation any applicable anti-corruption laws.

11.8 Use by the United States Government. The Products and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Products and Documentation by the U.S. Government will be governed solely by the terms of this Agreement.

11.9 Notices. All notices to Deskpro must be in writing and sent to legal@deskpro.com. All notices to Customer must be in writing and sent to the email address on file with Deskpro.

11.10 Governing Law and Venue. This Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation, will be governed by and construed in accordance with the laws of New York without regard for its choice of law provisions. Each party irrevocably agrees to bring any litigation under this Agreement exclusively in a court of competent jurisdiction located in New York. Each party submits to the exclusive jurisdiction of the courts of New York to hear and determine any suit, action or proceedings or settle any disputes arising out of or in connection with this Agreement.

12. Definitions

“Advisory Services” mean the training and consulting services for the Products offered by Deskpro related to the Products.

“Affiliate” means an entity which controls, is controlled by or under common control with Partner where control means ownership of the majority of assets or stock of the entity.

“AI Tools” mean machine-based systems: (i) designed to operate with varying levels of autonomy, and may exhibit adaptiveness after deployment; and (ii) that infers from the Input it receives how to generate Output can influence physical or virtual environments .

“API” means a software interface which enables two or more computer programs or components to communicate with each other.

“Confidential Information” means any and all information or proprietary materials (in every form and media) not generally known and which is disclosed or made available by or on behalf of the Disclosing Party to the Receiving Party in connection with the transactions contemplated under this Agreement, including, but not limited to: (a) all trade secrets, (b) existing or contemplated software, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any related information, and (c) information relating to business plans, sales or marketing methods and customer lists or requirements. Confidential Information does not include information which the Receiving Party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by Receiving Party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by Receiving Party, or (iv) is independently developed by Receiving Party without regard to the Confidential Information.

“Customer Content” means text, images, data, files or other material which is created, posted, or shared by or on behalf of Customer while using the Products.

“Customer Input” means information, data, materials, text, prompts, images, works, code, or other content that is input, entered, posted, uploaded, submitted, transferred, or otherwise transmitted by or on behalf of Customer or any other User through the AI Tool. For purposes of clarity, Customer Input is Customer Content.

“Cloud Products” mean the Deskpro cloud products, including any client software for the cloud products.

“Disclosing Party” means the party disclosing Confidential Information.

“Documentation” means the user and technical documentation for the applicable Products published by Deskpro with the Products.

“DPA” means the Deskpro Data Processing Addendum at www.deskpro.com/legal/dpa.

“Effective Date” means the date on which Customer accepts the terms in this Agreement.

“Error” means a failure of the Products to materially conform in all material respects to the specifications as described in the applicable Documentation.

“Fee” means the amounts to be paid for the Products, Support and Advisory Services.

“Intellectual Property Rights” mean patents, rights in designs, trademarks, trading, business or domain names and email addresses, copyrights (including any such rights in typographical arrangements, websites or software) whether registered or not and any applications to register or rights to apply for registration of any of the foregoing, rights in inventions, know how, trade secrets and other confidential information, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world.

“Order” means the Deskpro ordering document or online order specifying the Products, Support and Advisory Services to be provided under this Agreement.

“Output” means information, data, materials, text, images, code, works, predictions, recommendations, decisions or other content generated by or otherwise provided by the AI Tool in response to a Customer Input.

“Privacy Policy” means the Deskpro privacy policy at <https://www.deskpro.com/legal/privacy>.

“Protected Health Information” or “PHI” means protected health information as defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009.

“Products” mean the Cloud Products and Self-Hosted Products made available by Deskpro under this Agreement, as well as any Updates made available as part of Support.

“Receiving Party” means the party receiving the Confidential Information.

“Self-Hosted Products” mean the Products installed in Customer’s cloud or at Customer’s premises.

“Subscription” means the term license and Support Services for the Products provided during the Subscription Term.

“Subscription Term” means the length of the license term for the Products.

“Support” means the support for the Products corresponding to the applicable Subscription, as further described at www.deskpro.com/legal/support.

“Trademark” means the trademarks, names and logos of Deskpro.

“Updates” mean the generally-available updates and upgrades made available to Customer as part of Support.

“User” means a person who accesses any of the Products.

“Website” means pages or a related group of pages linked together using the hypertext transfer protocol (“http”).