

Terms and conditions document



PLEASE READ THE TERMS AND CONDITIONS OF THIS ENTERPRISE AGREEMENT (THIS “AGREEMENT”) CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE PRODUCTS OR SERVICES FROM CRAXEL, INC. BY USING CRAXEL, INC. SOFTWARE, CUSTOMER AGREES TO AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. THIS AGREEMENT INCORPORATES PRODUCT APPENDICES. IF CUSTOMER DOES NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE OR MAKE FURTHER USE OF THE SOFTWARE OR SERVICES.

THIS AGREEMENT DATED 29th January 2026 (THE “EFFECTIVE DATE”) IS BETWEEN Crown Commercial Services (“CUSTOMER”) AND CRAXEL. (“CRAXEL”).

1. AGREEMENT MECHANICS

- 1.1. **ORDERING.** This Agreement applies to Craxel Products that Customer licenses or otherwise acquires the right to access or use, including Software Licenses, Software License Subscriptions, Professional Services, Online Services, Use Case Licenses, and other Craxel offerings. Customer may order Craxel Products directly from Craxel by submitting a Sales Order Form (“Sales Order”). Customer may order Craxel Products from a Craxel Business Partner using the Craxel Business Partner’s ordering process. Affiliates of either party may conduct business under this Agreement by signing a Sales Order or other document that references these General Terms and the applicable Product Appendices. The Sales Order may include additional terms relating to pricing, local requirements, or other details.
- 1.2. **AGREEMENT STRUCTURE.** This Agreement consists of three components. The (A) General Terms, (B) Craxel Enterprise Agreement Product Appendices, and (C) the form of Sales Order.

2. AGREEMENT STRUCTURE

- 2.1. **AGREEMENT TERM.** This Agreement begins on the Effective Date and continues until it is terminated as set forth below.
- 2.2. **SOFTWARE SUBSCRIPTION TERM.** Unless otherwise agreed in writing, a Software Subscription that Customer orders will start at the earliest of (A) Customer’s first use of the Software; (B) the date Customer purchased the Software Subscription; or (C) the start date contained in the Sales Order and will end at the expiration of the Subscription Term unless sooner terminated as set forth below. Any Units or Use Case License that Customer orders may only be used during the applicable Subscription Term and any unused Units or Use Case License will expire. Customer’s continued use of any Units or Use Case License after the expiration of the Subscription Term will be deemed a renewal of the Subscription Term for an additional year.

3. FEES AND PAYMENT

- 3.1. **PAYMENT OF FEES.** Customer must pay the fees according to the payment terms in the Sales Order. Except as expressly set forth in this Agreement and to the extent permitted by law, all payment obligations are non-cancelable, and Fees are non-refundable. All invoices will only be delivered electronically to Customer. Craxel may charge interest at a monthly rate equal to the lesser of 1% per month or the maximum rate permitted by applicable law on any overdue fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full. Any fees that are unpaid as of the date of termination or expiration will be immediately due and payable. Customer agrees to provide clear indication within its form of payment, or by emailing to ar@craxel.com, as to which invoices payment should be applied no later than the date of payment. If Customer is not a publicly traded corporation or government entity, upon Craxel's request, Customer will provide the necessary financial documents to allow Craxel to ascertain the creditworthiness of Customer.
- 3.2. **DETERMINING FEES/BASIS OF FEES.** Fees are determined by either the consumption or by Use Case Level.
 - 3.2.1 When licensed by Units, fees are determined by counting the Units associated with the applicable

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Craxel Product, as described in the corresponding Product Appendix and/or Sales Order Form. Craxel Products may include a base software subscription fee, as described in the corresponding Product Appendix and/or Sales Order. Customer agrees to order and pay for the appropriate type and quantity of Craxel Products based on the Units Customer uses or deploys. If during the term of this Agreement, the number of Units Customer uses or deploys exceeds the number of Units Customer has ordered and paid for, Customer will promptly report to Craxel or a Craxel Business Partner the number of additional Units used or deployed and the date(s) on which they were used or deployed. Craxel or the Craxel Business Partner will invoice Customer and Customer agrees to pay for the additional Units.

3.2.2 When licensed by Use Case, fees are determined by “Use Case Level”. The “level” of a solution-based or “Use Case” license is determined by the scope and complexity of the applicable deployment, including: (i) data complexity (number and complexity of data sources; data ingestion, cleansing, validation, and enrichment requirements; and data volume and velocity requirements); (ii) analytical outputs (the number, difficulty, and range of concurrent analytical use cases or outputs; and the performance requirements of those outputs); (iii) user base (the scale and scope of users and associated workflows); and (iv) operationalization requirements (compute and processing requirements; number and complexity of business units involved; custom tools, interfaces, or dashboards; cross-functional dependencies; and vendor personnel or resource requirements).

- 3.3. **FAILURE TO PAY.** If Customer fails to pay any amount due under this Agreement according to the applicable payment terms (and not disputed in section 3.4), Craxel may, in its discretion, send Customer a reminder notice. If Customer fails to pay within fifteen (15) days of the payment due date, or within 15 days of any reminder notice, Craxel may, in its sole discretion, terminate the order or suspend or restrict the provision of any and all Products and Services.
- 3.4. **DISPUTES.** If Customer believes in good faith that Craxel has incorrectly invoiced Customer, Customer must contact Craxel in writing within thirty (30) days of the invoice date, specifying the error. In such case, Customer must pay the undisputed portions of Craxel’s invoice per the terms of this Agreement. Except to the extent Customer has correctly identified a material billing error, Customer must reimburse Craxel’s reasonable collection costs.
- 3.5. **TAXES.** Prices do not include applicable taxes. Craxel will invoice Customer for any applicable taxes, and Customer must pay these taxes. Where applicable, Customer must provide a tax-exemption claim to Craxel before placing an order. If Customer is required to withhold income taxes from its payment to Craxel, Customer agrees to send Craxel an official tax receipt within sixty (60) days of payment to Craxel.
- 3.6. **DELIVERY.** Software is deemed to be delivered and accepted by Customer on the earlier of the date the Software is made available for electronic download or physical shipment, if applicable. on-demand services and managed services are deemed to be delivered and accepted by Customer on the Subscription Term start date.
- 3.7. **BUSINESS PARTNER ORDERS.** Customer may procure certain Craxel Products through a Craxel Business Partner pursuant to a Reseller Agreement. Craxel will only be obligated to provide the Craxel Products to Customer in connection with a Reseller Arrangement if Craxel and the Craxel Business Partner have executed an Order Form for such purchase. Customer acknowledges and agrees that, solely in connection with the purchase by Customer through a Reseller Arrangement: (a) Craxel may share information with a Craxel Business Partner related to Customer’s use and consumption of Craxel Products; (b) notwithstanding anything to contrary in this Agreement, references to “Customer” in each of the defined the terms “Fees” and “Order Form” in this Agreement shall be replaced with “Craxel Business Partner,” and all payments of fees, refunds and credits, if any, are payable by or to the Craxel Business Partner; (c)

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this Agreement governs Customer's use of the Craxel Products, notwithstanding anything to the contrary in the Reseller Arrangement; and (d) a Craxel Business Partner is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Craxel or in any way concerning the Craxel Products.

4. LICENSE AND RESTRICTIONS

- 4.1. **LICENSE GRANT FOR OWN-TENANT SOFTWARE.** Subject to the terms and conditions of this Agreement, Craxel grants Customer for its direct beneficial business purposes, during the License Term, a non-transferable, non-exclusive license to: (A) install and use the Own-tenant Software in accordance with the Documentation for the Platforms, Instances, Use Case Levels, and Units set out in the Sales Order; and (b) make a reasonable number of copies of the Own-tenant Software for archival purposes and install and use the copies only when the primary copy has failed or is destroyed. Customer may also install copies of the Own-tenant Software in a disaster recovery environment, on a cold backup basis, for use solely in disaster recovery, and not for production, development, evaluation, or testing. For purposes of the prior sentence, cold backup basis means that the backup copies are completely disconnected from any use environment and not receiving automatic data updates, and those backup copies require a manual activation process to pick up the use environment load during the failure of the primary copies. This license does not include the right to use the software in any way which represents, or which could be reasonably construed to represent acts of Interorganizational Consensus where the parties are not employees, departments, or affiliates as defined in this agreement of the Customer.
- 4.2. **LICENSE CONDITIONS.** Except to the extent expressly permitted under this Agreement, Customer agrees as a condition of the licenses that it must not: (A) use the Products and Services in (1) violation of any applicable law or regulation (including, where applicable, COPPA and FISMA), or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, publicity or intellectual property laws); or (2) a manner that would cause a material risk to the security or operations of Craxel or any of its Customers, or to the continued normal operation of other Craxel Customers. (B) copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sub-license the Products and Services; (C) offer, use, or permit the use of the Products and Services in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as part of a hosted service, or on behalf of any third-party; (D) attempt to interact with the operating system underlying the on-demand services and managed services, or modify, create derivative works of, adapt, translate, reverse engineer (including monitoring or accessing the inputs and output flowing through a system or an application), decompile, or otherwise attempt to discover within any Craxel Technology, the source code, data representations, or underlying algorithms, processes and methods. (This restriction will not apply to the extent it limits any non-waivable right Customer may enjoy under applicable law); (E) remove, obscure, or alter any proprietary notices associated with the Products and Services (including any notices in Reports); (F) use any software components, modules, or other services that may be delivered with the Products and Services, but which are not licensed to Customer and identified in the Sales Order; (G) decouple any components of the Own-tenant Software for use on different Computers as the Own-tenant Software is designed and provided to Customer for use as a single product; or (H) share its login IDs and passwords, or allow use of the same login ID simultaneously by two or more Users, and Customer is responsible for unauthorized access to its login IDs and passwords.
- 4.3. **USAGE LIMITS.** Customer's usage of the Software is subject to usage limits, including, for example, the quantities for Units specified in an in-effect Sales Order. Use case licenses may also include usage or capacity limits.
- 4.4. **USE OF SOFTWARE.** Use of software on a device does not give Customer any right to implement Craxel's patents or other intellectual property in software or devices that access that device.
- 4.5. **ALL OTHER RIGHTS.** Craxel reserves all other rights not expressly granted in this Agreement.

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5. TERMINATION

5.1. FOR CAUSE

5.1.1. **FOR MATERIAL BREACH BY EITHER PARTY.** Either party may terminate this Agreement (in whole or with respect to any Sales Order or Craxel Product, whether obtained from Craxel or a Craxel Business Partner) by notice to the other party if (A) the other party materially breaches this Agreement, and does not cure the breach within thirty (30) days after written notice or (B) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, Craxel may, at its option and without limiting its other remedies, suspend (rather than terminate) any Subscriptions and/or Services if Customer breaches this Agreement (including with respect to payment of Fees) until the breach is remedied.

5.1.2. **OTHER BREACHES.** Craxel may terminate this Agreement, in whole or in part, immediately upon written notice to Customer, if required by law; or Customer breaches any of the terms and conditions of Section 4.

5.2. **FOR CONVENIENCE.** Either party may terminate this Agreement by notice to the other party at any time if all Subscription Terms have expired.

5.3. SURVIVAL.

5.3.1. The termination or suspension of an individual Sales Order, Craxel Business Partner order, or any Craxel Products purchased from Craxel, or a Craxel Business Partner will not terminate or suspend any other Sales Order, Craxel Business Partner order, Craxel Product or the remainder of this Agreement unless specified in the notice of termination or suspension. If this Agreement is terminated in whole, all outstanding Sales Order(s) and Craxel Business Partner orders will terminate. If this Agreement, any Sales Order or Craxel Business Partner order is terminated, Customer agrees to pay for all Units or Use Case Licenses that Customer used or deployed or that were provided by Craxel up to the effective date of termination.

5.3.2. The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, payment obligations, confidentiality, term and termination, effect of termination, intellectual property ownership, permitted use, license compliance, limitation of liability, privacy, usage analytics and the "General Provisions" section in these General Terms.

6. REPRESENTATION AND WARRANTIES

6.1. Craxel represents and warrants that (A) it has the authority to enter into this Agreement; and (B) to its knowledge, the Software does not, at the time of delivery to Customer, include malicious mechanisms or code for the purpose of damaging or corrupting the Software.

6.2. **LIMITED WARRANTY.** If Customer follows the instructions included in the software documentation, the Software will perform substantially as described in the software documentation for a period of ninety (90) days from delivery. If the Software does not comply with this warranty and such non-compliance is reported by Customer to Craxel within the ninety (90) day warranty period, Craxel will do one of the following, selected at Craxel's reasonable discretion: either (A) repair the Software, or (B) terminate this Agreement and refund the relevant fees paid for such non-compliant software. This warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CRAXEL'S BREACH OF THIS WARRANTY.

6.3. **WARRANTY DISCLAIMERS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTION 6 ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND

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NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. CRAXEL MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES WILL MEET CUSTOMER REQUIREMENTS OR THAT OPERATION OR USE OF THE LICENSED SOFTWARE, CONTENT UPDATES, AND UPGRADES WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

6.4. **SUITABILITY.** Craxel Products have not been tested in all situations.

6.4.1. Craxel will not be liable for the results obtained when using Craxel Products. Customer is solely responsible for determining appropriate uses for Craxel Products and for all results of such use.

6.4.2. In particular, Craxel Products are not specifically designed or intended for nuclear, aircraft control, navigation, communication systems, weapon systems, direct life support systems, or other hazardous environments.

6.5 CRAXEL INDEMNIFICATION

6.5.1 Craxel shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that Customer's Software Subscription under Section 2 of this Agreement infringes or misappropriates such third party's U.S. intellectual property rights/U.S. patents, copyrights, or trade secrets, provided that Customer promptly notifies Craxel in writing of the claim, cooperates with Craxel and allows Craxel sole authority to control the defense and settlement of such claim.

6.5.2 If such Third-Party Claim is made or appears possible, Customer agrees to permit Craxel, at Craxel's sole discretion, to (A) modify or replace the Software, documentation, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Craxel determines that none of these alternatives is reasonably available, Craxel may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

6.5.3 This section 6 does not apply to the extent that the alleged infringement arises from: (A) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Craxel or authorized by Craxel in writing; (B) modifications to the Software not made by Craxel; or (C) use of any version other than the most current version of the Software delivered to Customer..

6.5.4 Sole Remedy. THIS SECTION 6 SETS FORTH CUSTOMER'S SOLE REMEDIES AND CRAXEL'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

7. CONFIDENTIALITY

7.1. The receiving party will treat Confidential Information with reasonable care and disclose only on a need-to-know basis or as permitted under this Agreement. The receiving party will only use Confidential Information for the purposes of performing its obligations or as permitted under this Agreement. However, a receiving party may disclose Confidential Information: (A) if approved by the other party in writing; (B) if required by law or regulation; (C) in the event of dispute between the parties, as necessary to establish the rights of either party; or (D) as necessary to provide the Products and Services licensed by Customer. In the case of (B) and (C), the disclosing party will provide reasonable advance notice to the other party and provide reasonable assistance to limit the scope of the disclosure unless prohibited by law or regulation.

7.2. For the purpose of this section 7 (Confidentiality) and the definition of "Confidential Information", a

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reference to a “party” means a Party and its Affiliates. The receiving party is responsible for ensuring that its representatives and Affiliates fully comply with the obligations of the receiving party under this section.

8. LICENSE COMPLIANCE

- 8.1. Craxel may, at its own expense and no more than once every twelve (12) months, appoint its own personnel or an independent third-party (or both) to verify that Customer’s use, installation, or deployment of the Products and Services comply with terms of this agreement.
- 8.2. Any verification may include an onsite audit conducted at Customer’s relevant places of business upon seven (7) days’ prior notice, during regular business hours, and will not unreasonably interfere with Customer’s business activities.
- 8.3. If the verification shows that Customer, its Affiliates or third-party contractors of Customer or its Affiliates are deploying, installing or using the Products and Services (or other Craxel Technology used in conjunction with the Products and Services): (A) beyond the quantity that was legitimately licensed; or (B) in any way not permitted under this Agreement, so that additional fees apply, without limiting Craxel’s rights at law or in equity, Customer must pay the additional license fees and any applicable related maintenance and support fees within thirty (30) days of invoice date. If use, deployment, or installation exceeds 5% of that which is permitted under this Agreement, Customer must pay Craxel’s reasonable costs of conducting the verification, in addition to paying the additional fees.

9. LIMITATIONS

- 9.1. **DISCLAIMER OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 9.2. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL CRAXEL OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO CUSTOMER FOR (A) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (B) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS LICENSE AGREEMENT, EVEN IF CRAXEL OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL CRAXEL’S LIABILITY EXCEED THE FEES CUSTOMER PAID FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT CRAXEL’S LIABILITY TO CUSTOMER FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT CUSTOMER ACCEPTS THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES. THIS CLAUSE SHALL NOT IMPAIR THE US GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733.

10. GENERAL PROVISIONS

- 10.1. **ALL RIGHTS RESERVED.** Craxel grants to Customer only those rights expressly granted in this Agreement with respect to the Craxel Products and reserves all other rights in and to the Craxel Products (including all

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intellectual property rights). Craxel may collect and use for any purpose aggregate anonymous data about Customer use of the Craxel Products. Nothing in this Agreement will limit Craxel from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials, or services to those that might be delivered to Customer. Nothing will prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under Section 7 of this Agreement.

10.2. EXPORT REGULATIONS. Craxel may supply Customer with Controlled Materials. Craxel's Products are subject to United States export laws and regulations. Customer must comply with all domestic and international export laws and regulations that apply to the software. Customer agrees to comply with all relevant laws and Customer agrees not to export the software in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. Customer agrees to comply with all other applicable export and import laws or regulations, including any local laws in Customer jurisdiction concerning Customer right to import, export or use Controlled Materials and agree that Craxel is not responsible for Customer's compliance. In addition, Customer will not, and will not allow third parties under Customer's control, (A) to provide Craxel with Client Information that requires an export license under applicable export control laws or (B) to process or store any Client Information that is subject to the ITAR. Customer acknowledges that to provide the Services, it may be necessary for Client Information to be transferred between Craxel, its Affiliates, Craxel Business Partners, vendors, and/or subcontractors, which may be located worldwide.

10.3. THIRD PARTY PROGRAMS. Craxel Software Products may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This Agreement does not alter any rights or obligations Customer may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this Agreement shall apply to such Third Party Programs.

10.4. ASSIGNMENT.

10.4.1. Upon written notice, either party may assign this Agreement to (a) an Affiliate; or (b) a successor or acquirer pursuant to a merger or sale of all or substantially all of such party's assets if, in each case, the assignee's financial condition and creditworthiness are deemed sufficient by the non-assigning party and the assignment will not affect the non-assigning party's obligations under this Agreement. Any other assignment will be deemed void and ineffective without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

10.4.2. Customer may assign this Agreement in its entirety to a surviving person or entity under a merger or acquisition of Customer, upon written notice to Craxel if the assignment does not expand the scope of the license granted in the Products and Services and if the assignee agrees in writing, for the benefit of Craxel, to assume all of Customer's obligations under this Agreement.

10.4.3. Craxel may assign this Agreement or delegate its obligations, in whole or in part, to its Affiliates or in connection with a merger, change of control, or acquisition of Craxel or the assets of the business to which this Agreement relates, upon written notice to Customer.

10.4.4. Except as provided in this section 10.4 (Assignment), Customer may not assign, voluntarily, by operation of law or otherwise, any rights or obligations under this Agreement without the prior, written consent of Craxel.

10.4.5. Any assignment in derogation of this section will be null and void.

10.5. GOVERNING LAW AND CLAIMS. This Agreement, and any claim, controversy or dispute arising out of or related to this Agreement, are governed by, and construed in accordance with the laws of the

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Commonwealth of Virginia without giving effect to any conflicts of laws provision.

To the extent permissible, the United Nations Convention on Contracts for the International Sale of Goods will not apply, even if adopted as part of the laws of the Commonwealth of Virginia. Any claim, suit, action or proceeding arising out of or relating to this Agreement or its subject matter will be brought exclusively in the state courts of Fairfax County, Virginia, and the federal court located in Alexandria, Virginia, and each party irrevocably submits to the exclusive jurisdiction and venue. No claim or action, regardless of form, arising out of or related to this Agreement may be brought by either party more than one (1) year after the party first became aware or reasonably should have been aware of the basis for the claim. To the fullest extent permitted, each party waives the right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

- 10.6. **NOTICES.** Notices must be in English, in writing, and will be deemed given upon receipt, after being sent using a method that provides for positive confirmation of delivery, including through an automated receipt or by electronic log, to the address(es) or email address provided by Customer. Any notice from Customer to Craxel must include a copy sent to: CM Law PLLC, 1701 Pennsylvania Avenue, N.W. , Suite 200, Washington, D.C. 20006; Attn: Ernest Stern, Esq. Email: estern@cm.law. Billing notices to Customer will be addressed to the billing contact designated by Customer.
- 10.7. **CUSTOMER'S PURCHASE ORDER.** Any terms or conditions in Customer's purchase order or any other related documentation submitted by or on behalf of Customer to Craxel (or any other party, such as a Craxel Business Partner) do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both Customer and Craxel.
- 10.8. **NO AGENCY.** The parties are independent contractors and nothing in this Agreement creates an employment, partnership, joint venture, trust, fiduciary, or agency relationship between the parties or any Affiliate. No party has authority to bind the other party. Each party, including Client, is solely responsible for supervision, control, and payment of its personnel. Craxel may subcontract Services to third parties or Affiliates as long as: (A) subcontractors agree to protect Confidential Information and (B) Craxel remains responsible to Customer for performance of its obligations.
- 10.9. **COMPLIANCE WITH APPLICABLE LAW.** Customer is solely responsible for compliance with, and Customer agrees to comply with, all applicable laws, rules, and regulations in connection with Customer use of the Software.
- 10.10. **THIRD-PARTY ACCESS.** Customer may allow a third-party contractor to operate, use or access the Products and Services solely on Customer's behalf, provided such use or access is only for Customer's direct beneficial business purposes. Customer is responsible for ensuring that any third-party or Affiliate operating, using, or accessing the Products and Services on Customer's behalf complies with the terms of this Agreement. Customer is responsible for and liable for the acts or omissions of such Affiliate or third-party as if they were Customer's acts or omissions.
- 10.11. **WAIVER MODIFICATION.**
- 10.11.1. A waiver by a party under this Agreement is only valid if in writing and signed by an authorized representative of such party. A delay or failure of a party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights.
- 10.11.2. Neither Party's waiver of the breach of any provision constitutes a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the Parties.

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- 10.12. **FORCE MAJEURE.** Neither party is liable for failure to perform its obligations under this Agreement (except for any payment obligations) to the extent that performance is delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labor action, fire, flood, earthquake, denial of service attacks and other malicious conduct, utility failures, power outages, or governmental acts, orders, or restrictions.
- 10.13. **ENTIRE AGREEMENT/COMPLETE AGREEMENT.** This Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter. Any terms contained in any other documentation that Customer delivers to Craxel, including any purchase order or other order-related document (other than an Order Form), are void and will not become part of this Agreement or otherwise bind the parties. If there is a conflict between the General Terms, the Product Appendices and/or a Sales Order, the General Terms will control unless otherwise expressly provided in the Product Appendices or Order Form.
- 10.14. **COUNTERPARTS.** This Agreement (or a component) may be executed in one or more counterparts, each of which constitutes an original and all of which taken together constitutes the same agreement. Each party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.
- 10.15. **SEVERABILITY.** If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the term and this Agreement will continue in full force and effect.
- 10.16. **U.S. GOVERNMENT RESTRICTED RIGHTS.** For US Government end users: Customer acknowledges that Products and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items; and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

11. DEFINITIONS

- 11.1. **"AGREEMENT"** means these General Terms, the applicable Product Appendices, and the Sales Order together with any exhibits included in the applicable Sales Order.
- 11.2. **"AFFILIATE"** means, for a party, any other entity that controls, is controlled by, or under common control with, the party. For the purposes of this definition, the term "control" means the direct or indirect power to direct the affairs of the other entity through at least 50% of the shares, voting rights, participation, or economic interest in this entity.
- 11.3. **"CRAXEL BUSINESS PARTNER"** means a distributor, reseller, OEM, cloud provider, or other third party authorized to resell or distribute Craxel Products.
- 11.4. **"CONFIDENTIAL INFORMATION"** means information disclosed by the Discloser to the Recipient during the term of this Agreement that (A) is marked confidential; (B) if disclosed orally, is clearly described as confidential at the time of disclosure and is subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure; or (C) is of a nature that the Recipient knows is confidential to the Discloser or should reasonably be expected to know is confidential. Craxel Technology will be deemed Confidential Information without any marking or further designation. "Confidential Information" does not include information that: (1) has become public knowledge through no fault of the receiving party; (2) was known to the receiving party, free of any confidentiality obligations,

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before its disclosure by the disclosing party; (3) becomes known to the receiving party, free of any confidentiality obligations, from a source other than the disclosing party; or (4) is independently developed by the receiving party without use of Confidential Information.

- 11.5. **“CONTROLLED MATERIALS”** means software or technical information that is subject to the United States Export Administration Regulation.
- 11.6. **“CUSTOMER”** means the entity identified in the Sales Order as “Customer” or otherwise identified in the Sales Order as the end user Customer.
- 11.7. **“INTERORGANIZATIONAL CONSENSUS”** means hosting or use of any Craxel Software by the Customer in a manner which supports shared participation in or shared control over the ability to validate and or write transactions to the Software where the participants in such a process are not exclusively the Customer itself or an Affiliates of the Customer as defined in this agreement.
- 11.8. **“OWN-TENANT”** means installed on the Customer’s computer, whether owned, leased, or rented, including within a computer rented or leased from a cloud provider and controlled by the Customer.
- 11.9. **“Products”** means any licensed software, services, and/or support/maintenance subscriptions.
- 11.10. **“PROFESSIONAL SERVICES”** means any consulting, training, implementation, or technical services provided by Craxel to Customer, as set out in the Sales Order.
- 11.11. **“SALES ORDER”** means the sales order form, statement of work, or other written document for the Products and Services that is either (A) executed between Craxel and Customer; or (B) if no such documents are executed between Craxel and Customer and Customer is purchasing through a Craxel Business Partner, executed between Customer and the Craxel Business Partner.
- 11.12. **“SUBSCRIPTION”** means a time-limited product offering.
- 11.13. **“UNITS”** means the basis for which Fees are determined for Craxel Products on a capacity or consumption basis as set forth in Product Appendixes or a Sales Order Form.
- 11.14. **“USE CASE LEVEL”** means the basis for which Fees are determined for Craxel Products on a solution-based or “Use Case” license as set forth in Product Appendixes or a Sales Order Form.

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THIS PRODUCT APPENDIX GOVERNS CUSTOMER USE OF THE BLACK FOREST KNOWLEDGE INFRASTRUCTURE™ (BFKI) AND IS SUBJECT TO THE CRAXEL ENTERPRISE AGREEMENT GENERAL TERMS OR, AS APPLICABLE, OTHER BASE AGREEMENT BETWEEN CUSTOMER AND CRAXEL. IN THE EVENT OF CONFLICT, INCONSISTENCY, OR DIFFERENCE BETWEEN THIS PRODUCT APPENDIX AND AN EXHIBIT TO THIS PRODUCT APPENDIX, THE TERMS OF THE EXHIBIT CONTROL.

CRAXEL MAY MODIFY THIS APPENDIX BY POSTING A REVISED VERSION AT <https://www.craxel.com/agreements>, OR BY PROVIDING NOTICE USING REASONABLE MEANS. IF CUSTOMER DOES NOT AGREE TO THE REVISED VERSION, THEN, (A) THE EXISTING APPENDIX WILL CONTINUE TO APPLY TO CRAXEL BLACK FOREST KNOWLEDGE INFRASTRUCTURE™ SUBSCRIPTION THAT CUSTOMER HAS PURCHASED AS OF THE UPDATE FOR THE REMAINDER OF THE THEN-CURRENT SUBSCRIPTION TERM.

1. **LICENSED SOFTWARE.** The Licensed Software shall mean Licensor's Black Forest Knowledge Infrastructure™ (BFKI).
2. **GRANT OF LIMITED LICENSE.** Subject to Customer's continuous compliance with this Agreement and payment of applicable license fees, Craxel grants Customer a non-exclusive, revocable, non-transferable, non-sublicensable, and limited license to install and use the Software (A) in the territory or region where Customer obtains the Software from Craxel or Craxel Business Partner, (B) during the term of such license ("License Term"), within the scope of the License Type, base subscription, and number of reserved or on-demand Units. Upon the expiration or termination of the License Term, Customer may not use the Software unless Customer has renewed the license.
3. **USE RIGHTS.** Black Forest Knowledge Infrastructure™ is licensed based on the consumption of Units or "Use Case Level". Units include "Processing Units", "Object Storage Units", "Block Storage Units", "Block Read Units", "Block Write Units", "Object Read Units", "Object Write Units". "Use Case Level" is for solutions-based or "Use Case" licensing.
 - 3.1. **SOFTWARE SUBSCRIPTION.** Before running the software, Customer must have a valid Black Forest Knowledge Infrastructure™ subscription for the on-demand consumption of Units, a subscription for reserved Units, or a Use Case Level License from the commencement of your use or deployment of such Subscription or a part thereof. Customer is licensed to access and use Craxel Black Forest Knowledge Infrastructure™ software in compliance with this Agreement and the terms of the Sales Order. This includes:
 - 3.1.1. Authorization to run the number of instances of BFKI and its subcomponents specified in the Sales Order
 - 3.1.2. Access to BFKI software and updates
 - 3.1.3. Access to Craxel-provided support for BFKI-related support cases
 - 3.2. **PROCESSING UNITS.** Black Forest Knowledge Infrastructure™ consumes "Processing Units" as specified in the in-effect Sales Order(s). Customer is authorized to use BFKI for the number of reserved "Processing Units", if any, specified in the in-effect Sales Orders. Customer is authorized to use BFKI for the on-demand consumption of "Processing Units" as specified in the Sales Order. "Processing Units" consumed above the specified reserved "Processing Units" will be treated as on-demand "Processing Units". Customer is not authorized to exceed the maximum consumption of "Processing Units" specified in the in-effect Sales Orders.

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- 3.3. **BLOCK READ UNITS.** Black Forest Knowledge Infrastructure™ consumes “Block Read Units” as specified in the in-effect Sales Orders. Customer is authorized to use BFKI for the number of reserved “Block Read Units”, if any, specified in the in-effect Sales Orders. Customer is authorized to use BFKI for the on-demand consumption of “Block Read Units” as specified in the Sales Order. “Block Read Units” consumed above the specified reserved “Block Read Units” will be treated as on-demand “Block Read Units”. Customer is not authorized to exceed the maximum consumption of “Block Read Units” specified in the in-effect Sales Orders.
- 3.4. **BLOCK STORAGE UNITS.** Black Forest Knowledge Infrastructure™ consumes “Block Storage Units” as specified in the in-effect Sales Orders. Customer is authorized to use BFKI for the number of reserved “Block Storage Units”, if any, specified in the in-effect Sales Orders. Customer is authorized to use BFKI for the on-demand consumption of “Block Storage Units” as specified in the Sales Order. “Block Storage Units” consumed above the specified reserved “Block Storage Units” will be treated as on-demand “Block Storage Units”. Customer is not authorized to exceed the maximum consumption of “Block Storage Units” specified in the in-effect Sales Orders.
- 3.5. **BLOCK WRITE UNITS.** Black Forest Knowledge Infrastructure™ consumes “Block Write Units” as specified in the in-effect Sales Orders. Customer is authorized to use BFKI for the number of reserved “Block Write Units”, if any, specified in the in-effect Sales Orders. Customer is authorized to use BFKI for the on-demand consumption of “Block Write Units” as specified in the Sales Order. “Block Write Units” consumed above the specified reserved “Block Write Units” will be treated as on-demand “Block Write Units”. Customer is not authorized to exceed the maximum consumption of “Block Write Units” specified in the in-effect Sales Orders.
- 3.6. **OBJECT STORAGE UNITS.** Black Forest Knowledge Infrastructure™ consumes “Object Storage Units” as specified in the in-effect Sales Orders. Customer is authorized to use BFKI for the number of reserved “Object Storage Units”, if any, specified in the in-effect Sales Orders. Customer is authorized to use BFKI for the on-demand consumption of “Object Storage Units” as specified in the Sales Order. “Object Storage Units” consumed above the specified reserved “Object Storage Units” will be treated as on-demand “Object Storage Units”. Customer is not authorized to exceed the maximum consumption of “Object Storage Units” specified in the in-effect Sales Orders.
- 3.7. **OBJECT READ UNITS.** Black Forest Knowledge Infrastructure™ consumes “Object Read Units” as specified in the in-effect Sales Orders. Customer is authorized to use BFKI for the number of reserved “Object Read Units”, if any, specified in the in-effect Sales Orders. Customer is authorized to use BFKI for the on-demand consumption of “Object Read Units” as specified in the Sales Order. “Object Read Units” consumed above the specified reserved “Object Read Units” will be treated as on-demand “Object Read Units”. Customer is not authorized to exceed the maximum consumption of “Object Read Units” specified in the in-effect Sales Orders.
- 3.8. **OBJECT WRITE UNITS.** Black Forest Knowledge Infrastructure™ consumes “Object Write Units” as specified in the in-effect Sales Orders. Customer is authorized to use BFKI for the number of reserved “Object Write Units”, if any, specified in the in-effect Sales Orders. Customer is authorized to use BFKI for the on-demand consumption of “Object Write Units” as specified in the Sales Order. “Object Write Units” consumed above the specified reserved “Object Write Units” will be treated as on-demand “Object Write Units”. Customer is not authorized to exceed the maximum consumption of “Object Write Units” specified in the in-effect Sales Orders.

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- 3.9. **USE CASE LEVEL.** Black Forest Knowledge Infrastructure™ may be licensed on a “Use Case Level” basis as specified in the in-effect Sales Orders. The “level” of a solution-based or “Use Case” license is determined by the scope and complexity of the applicable deployment, including:
- (i) data complexity (number and complexity of data sources; data ingestion, cleansing, validation, and enrichment requirements; and data volume and velocity requirements);
 - (ii) analytical outputs (the number, difficulty, and range of concurrent analytical use cases or outputs; and the performance requirements of those outputs);
 - (iii) user base (the scale and scope of users and associated workflows); and
 - (iv) operationalization requirements (compute and processing requirements; number and complexity of business units involved; custom tools, interfaces, or dashboards; cross-functional dependencies; and vendor personnel or resource requirements).
- 3.10. **TERM.** Software subscriptions are term-based and in-effect between the start date and end date specified in the Sales Order Form. Software subscriptions will expire if not renewed.
- 3.11. **RUNNING AN INSTANCE OF THE SOFTWARE.** An “Instance” of the software may be run on the number of servers specified in the Sales Order. Each component of the software may have limitations on the number of servers that may be used.
- 3.12. **CREATING AND STORING SOFTWARE ON YOUR SERVERS OR STORAGE MEDIA.** You may store the Licensed Software on any of your servers or storage media.
- 3.13. **ADDITIONAL TERMS.** BFKI and its subcomponents are not approved or supported for use in configurations beyond what is identified in Craxel’s official documentation.
- 3.14. **SOFTWARE SUPPORT TERMS**
- 3.14.1. **TRIALS AND EVALUATIONS.** In the case of a trial or evaluation activity such as a proof of concept, Craxel software is only approved for usage in compliance with the terms of the trial or evaluation agreement. Use of Craxel software exceeding these terms is unauthorized use and Customer is required to pay the fees for all consumed Units.
 - 3.14.2. **SUPPORT FROM A CRAXEL BUSINESS PARTNER.** If the Customer procures Craxel support from an authorized Craxel Business Partner, Customer should work through the Craxel Business Partner’s support processes and not directly engage with Craxel support.
 - 3.14.3. **SUPPORT COVERAGE.** Craxel support is provided in the English language. Craxel support extends to the boundary of Craxel software as it is delivered to the Customer. Craxel support does not include support for underlying Customer-provided infrastructure components to include host operating systems, external services, or integration with other 3rd-party software not included in Craxel product documentation. Craxel support does not include Customer operational activities such as data recovery, data migration, or remote support. These activities may potentially be performed by Craxel professional services or authorized Craxel Business Partners under separate Sales Orders.

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- 3.14.4. **SERVICE LEVELS.** Craxel will use reasonable efforts to provide support meeting the Craxel Service Level Agreements (SLA) as follows or as otherwise specified in the Sales Order:
- 3.14.4.1. **STANDARD SUPPORT.** Craxel will provide support within standard business hours for all support cases. Customers are approved to open unlimited support cases with Craxel support. Response times to Customer support cases will be based on severity of the support case during Working Hours of 9:00am – 6:00pm EST/EDT, Monday through Friday.
- 3.14.4.2. **PREMIUM SUPPORT.** Craxel provides the same level of support as Standard Support with the addition of 24 hours a day, 5 days a week for support cases identified as High Severity.
- 3.14.5. **GETTING SUPPORT.** All support activities are conducted via Craxel's Customer Support Portal accessible at <https://support.craxel.com>. Access to the Craxel Customer Support Portal and Craxel support is available to all Customers with valid Sales Orders.
- 3.15. **SOFTWARE LIFE CYCLE.** Craxel actively develops product major releases for a period of two years which includes Craxel support, new capability development, bug fixes, and security updates. After active development is complete, the product's major release transitions to maintenance for an additional period of 5 years where it will still be supported by Craxel support and receive select software updates at the sole discretion of Craxel to include security patches and critical bug fixes. At the conclusion of maintenance mode, the product major release will no longer be supported by Craxel support and no longer receive any software updates.
- 3.16. **SOFTWARE SUBSCRIPTIONS IN A PUBLIC CLOUD**
- 3.16.1. **USAGE REPORTING.** Consent to the cloud vendor reporting to Craxel usage of Craxel's software in the vendor's cloud (necessary for cloud marketplaces).
- 3.16.2. **PUBLIC CLOUD TERMS OF SERVICE.** Craxel Software Subscription Fees do not include any fees that may be due to the Cloud Provider for their services. Craxel is not a party to Customer's agreement with the Cloud Provider and is not responsible for providing access to the Cloud Provider or performing any other obligations of the Cloud Provider. The Cloud Provider is solely responsible and liable for the Cloud Provider's services.
4. **THIRD PARTY PROGRAMS.** This Licensed Software may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This License Agreement does not alter any rights or obligations You may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third-Party Programs.
5. **DEFINITIONS**
- 5.1. **"AGREEMENT"** means these General Terms, the applicable Product Appendices, and the Sales Order together with any exhibits included in the applicable Sales Order.
- 5.2. **"BLOCK READ UNITS"** – A block read unit is a billing metric that measures the amount of data read from a block storage device or service by a Craxel Product.
- 5.3. **"BLOCK STORAGE"** – Block storage is a type of data storage that stores data in blocks on a physical or cloud-based storage device.
- 5.4. **"BLOCK STORAGE UNITS"** – Block storage units is a billing metric that measures the amount of data stored in a block storage device or service managed by a Craxel Product for a defined period of time, such as a month or year.

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- 5.5. **"BLOCK WRITE UNITS"** – A block write unit is a billing metric that measures the amount of data written to a block storage device or service by a Craxel Product.
- 5.6. **"CLOUD PROVIDER"** – A commercial or private vendor delivering infrastructure computing services (e.g., compute, network, storage).
- 5.7. **"CUSTOMER"** means the entity identified in the Sales Order as "Customer" or otherwise identified in the Sales Order as the end user customer.
- 5.8. **"OBJECT READ UNITS"** – A block read unit is a billing metric that measures the amount of data read from an object storage device or service by a Craxel Product.
- 5.9. **"OBJECT STORAGE"** – Object storage is a data storage device or service where data is organized into distinct units called "objects".
- 5.10. **"OBJECT STORAGE UNITS"** – Object storage units is a billing metric that measures the amount of data stored in an object storage device or service managed by a Craxel Product for a defined period of time, such as a month or year.
- 5.11. **"OBJECT WRITE UNITS"** – An object write unit is a billing metric that measures the amount of data written to an object storage device or service by a Craxel Product.
- 5.12. **"OWN-TENANT"** means installed on the Customer's computer, whether owned, leased, or rented, including within a computer rented or leased from a cloud provider and controlled by the Customer.
- 5.13. **"PROCESSING UNITS"** – A processing unit is a billing metric that measures the portion of a compute resource, such as a physical CPU core, consumed during a period of time, typically one hour.
- 5.14. **"PROFESSIONAL SERVICES"** means any consulting, training, implementation, or technical services provided by Craxel to Customer, as set out in the Sales Order.
- 5.15. **"SALES ORDER"** means the sales order form, statement of work, or other written document for the Products and Services that is either (A) executed between Craxel and Customer; or (B) if no such documents are executed between Craxel and Customer and Customer is purchasing through a Craxel Business Partner, executed between Customer and the Craxel Business Partner.
- 5.16. **"SUBSCRIPTION"** means a time-limited software license.
- 5.17. **"UNITS"** are billing metrics that provide the basis for which Fees are determined for Craxel Products as set forth in Product Appendixes or a Sales Order Form.
- 5.18. **"USE CASE LEVEL"** means the "level" of a solution-based or "Use Case" license which is determined by the scope and complexity of the applicable deployment.