



License

Terms & Conditions

Effective September 21, 2022

1. DEFINITIONS AND CONSTRUCTION

1.1. Definitions. Capitalized terms used in this Agreement shall have the respective meanings set forth in Section 14.

1.2. Subscription Forms and SOWs. The terms and conditions set forth in this Agreement shall be incorporated into, and shall govern, the performance of the obligations under any Subscription Form or SOW. In the event of a conflict or inconsistency between the terms of any Subscription Form or SOW and the terms of this Agreement, the Subscription Form or SOW shall control.

2. LICENSE

2.1. License. Subject to the terms and conditions of this Agreement, Immuta grants to Licensee a non-exclusive, non-sublicensable, non-transferable license, during the Subscription Term, to copy and use the Software, in object code form only, in the manner described in the Documentation for Licensee's internal business purposes. Licensee may use the Software for the benefit of a Licensee's customer, as long as Licensee does not provide a copy of the Software or resell use of the Software to a Licensee's customer.

2.2. Installation on Servers and Client Devices.

(a) Server Software. Instances or Installations may be distributed across multiple physical or virtual servers for purposes of redundancy or scalability. Licensee may install and use up to the maximum number of Instances or Installations set forth on the Subscription Form. It is possible to install multiple Instances or Installations on a single machine. In such a scenario, each Instance or Installation would count towards the Licensee limit. Licensee may contact Immuta to purchase licenses for additional Instances or Installations or for exemptions to this policy. Exemptions are typically granted for test and integration environments where no analytic work or development work is performed and where no audit of user activity is required.

(b) Hosted Environment. As an alternative to installing Server Software on Licensee-owned computers, Licensee may install and use the Server Software in a hosted environment, per the restrictions set forth in Section 2.2(a). In such event, Licensee shall be responsible for ensuring that the Software is only used for Licensee. Licensee is solely responsible for the relationship with a provider of a hosted environment.

(c) Client Software. Licensee may install the Client Software on each Client Device owned, operated or controlled by Licensee which is used by Authorized Users.

(d) Hadoop Software. Software components integrating with Hadoop may be installed on as many Licensee Systems as needed provided they are configured to interact with a licensed Immuta Instance.

(e) SparkSQL Software. Software components integrating with Hadoop may be installed on as many Licensee Systems as needed provided they are configured to interact with a licensed Immuta Instance.

2.3. Authorized Users. The Software may be accessed and used only by Authorized Users. Licensee shall be responsible for all actions of Authorized Users and their failure to comply with this Agreement.

2.4. Licensee Systems.

(a) Requirements. Licensee shall ensure that Licensee Systems comply with the hardware, software and/or operating system requirements set forth in the Documentation or at <https://documentation.immuta.com>.

(b) Responsibility. Licensee shall be solely responsible for ensuring that Licensee Systems are functional, compatible with the Software and are available for Licensee's use. Licensee shall provide notice to Immuta prior to making a change to Licensee Systems that interface with the Software or are used to run the Software that are likely to adversely impact the performance of the Software. Licensee understands that an SOW may be required to update the Software to adjust for such a change in Licensee Systems.

(c) Security. Licensee shall take all reasonable steps to ensure that no unauthorized persons have access to the Software and to ensure that no persons authorized to have such access take any action which would be in violation of this Agreement. Such steps shall include imposing password restrictions on use of the Software, securing Licensee's network on which the Software resides from outside intrusion, preventing the making of unauthorized copies of the Software, and administering and monitoring use of the Software.

2.5. Limitations.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall not, alone, through an Authorized User, an Affiliate or a Third Party (or allow an Authorized User, an Affiliate or a Third Party to): (a) modify the Software; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of the Software; (c) pledge, rent, lease, share, distribute, sell or create derivative works of the Software; (d) use the Software on a time sharing, service bureau, application service provider (ASP), rental or other similar basis, except as permitted in Section 2.2(b); (e) make copies of the Software, except as provided for in the license grant above; (f) remove, obscure, alter or deface any proprietary notice, label or mark in or on the Software; (g) distribute any copy of the Software to any Third Party; (h) disclose any results of testing or benchmarking of the Software to any Third Party; (i) deactivate, modify or impair the functioning of any disabling code in the Software; (j) circumvent or disable Immuta's copyright protection mechanisms or license management mechanisms; (k) use the Software in violation of any applicable Law or to support any illegal activity; or (l) attempt any of the foregoing.

(b) Customer agrees that, in the event it wishes to conduct a vulnerability or penetration test on the Immuta [Software][Service], Customer will (a) notify Immuta at least 30 days in advance of both the timing of and the third party conducting the test (which party is subject to Immuta's approval), (b) provide Immuta with copy of the results, and (c) provide Immuta with a reasonable opportunity to remediate any identified weaknesses (which Immuta will do so in its reasonable discretion). Customer agrees that such results will be considered the Confidential Information of Immuta.

2.6. Usage Reports. The Software will generate reports containing anonymized details and statistics regarding Licensee's use of the Software. Such reports may be configured to be manually generated by an Authorized User or automatically generated and delivered to Immuta and the Licensee. When configured for manual report generation, Licensee agrees to provide such reports to Immuta on a quarterly basis. When configured for automatic generation and delivery, Licensee agrees not to block or interfere with report generation or delivery. Such reports may be used by Immuta for the limited purposes of (a) verifying license-related data, (b) analyzing aggregate and/or anonymized usage data to improve the Software, and (c) improving the Licensee's use and adoption of Immuta. If the Usage Report indicates Licensee's use of the Software has exceeded that for which it is authorized under the applicable Subscription Form, Licensee shall promptly pay any additional fees for such excess use at the rates and charges set forth in the Subscription Form.

3. **FEES, EXPENSES AND OTHER PAYMENTS**

3.1 Fees. Licensee shall pay the Fees set forth on the Subscription Form. In the event that Licensee increases the number of seats across all Immuta Instances in accordance with Section 2.2(a), Immuta may invoice Licensee for an amount equal to the prorated annual license Fee per Seat multiplied by the increased number of Seats. Immuta may invoice Licensee for license Fees on or after the first day of each Subscription Term and on or after the last day of the month for any implementation work.

3.1. Payment Timing. Licensee agrees to pay Fees to Immuta in U.S. dollars within thirty (30) days, the Invoice Period, after the receipt of a correct and undisputed invoice from Immuta. Licensee will notify Immuta of any disputes in writing within such Invoice Period.. In the event of any overdue payments, Immuta may (a) suspend Licensee's right to use the Software and/or cease providing support until past-due payments are made and/or (b) impose a late charge of the lesser of 1.5% per month or the maximum allowed by law during such time as any payment is late as well as collection costs, including reasonable collection and attorney's fees. Immuta reserves the right to increase the applicable subscription fee for each renewal term by no more than the greater of six (6%) percent or the annual increase in the Consumer Price Index, provided notice of any such increase is provide to Licensee no later than sixty (60) days prior to the expiration of the then-current Subscription Term.

3.2. Taxes. Fees are exclusive of, and Licensee is responsible to pay, all federal, state, local and foreign taxes, levies and assessments in connection with this Agreement, excluding any tax based on Immuta's net income. Licensee shall be responsible for providing Immuta with a valid certificate of exemption from any tax imposed by a governmental authority hereunder. Fees shall be grossed-up for any non-refundable withholding tax imposed on such Fees by any governmental authority.

4. **SUPPORT**

4.1. General Support. Immuta will provide maintenance and support in accordance with the [Immuta Support Policy & Service Level Agreement](#).

5. USE AND RESTRICTIONS

5.1. Export. Immuta and the Licensee shall comply with all applicable export Laws of all jurisdictions with respect to the Software and obtain when needed, at its own expense, any required permits or export clearances. The Licensee is solely liable for any breach of export laws committed by Licensee in any jurisdiction.

5.2. Trademark and Names. This Agreement does not grant either Party the right to use any trademark, trade name or logo of the other Party in any press release, advertising or promotional material, except that Immuta may use the name and logo of Licensee in its customer lists and on its website or as otherwise agreed by the parties.

6. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS

6.1. Ownership. Licensee acknowledges and agrees that Immuta and its licensors are the owners of all right, title and interest in and to the Software and all Intellectual Property Rights therein, and that Licensee shall not obtain or claim any ownership interest therein.

6.2. Analytical Output. Immuta acknowledges and agrees that Licensee and its licensors are the owners of all right, title and interest in and to any (a) analytical output generated by Licensee using Licensee Data; (b) any code created by Licensee to generate such analytical output; and (c) all Intellectual Property rights in any of the foregoing, and that Immuta shall not obtain or claim any ownership interest therein.

6.3. Feedback License. Licensee hereby grants to Immuta a non-exclusive, royalty-free, worldwide, irrevocable, perpetual, sublicensable, transferable license to copy, use, modify, prepare derivative works of, distribute, publicly perform, display and otherwise utilize any Feedback provided by Licensee.

6.4. Reporting. Licensee shall promptly report to Immuta any actual or suspected breach of this Section 6, and shall take such further steps as may reasonably be requested by Immuta to prevent or remedy any such breach.

6.5. Relief. In the event a Party breaches or threatens to breach any provision of Sections 2, 5, 6 or 7 of this Agreement, the other Party shall be entitled to seek injunctive or other equitable relief, in addition to other remedies afforded by Law, to prevent or restrain such breach or threatened breach.

7. CONFIDENTIAL INFORMATION

7.1. Neither Party shall (a) use Confidential Information of the other Party for any purpose other than to exercise its rights or perform its obligations under this Agreement or (b) disclose Confidential Information to any third party, except to its officers, directors, employees, and consultants who reasonably need to know such information and are bound by obligations of confidentiality consistent with this Agreement. Each Party shall protect Confidential Information of the other Party at least to the extent such Party protects its own information of like nature, but using no less than reasonable care. In addition, a Party may disclose the existence and terms of this Agreement to its actual or potential investors or financiers that have been informed of the confidential nature of such information.

(a) With respect to versions 2020.2 and higher of Immuta, in the event Licensee elects to utilize Immuta's External Sensitive Data Discovery feature, then Licensee acknowledges that certain Licensee Data will be communicated to Immuta's third party cloud infrastructure providers for the purposes of (a) determining the categorical type of the data (e.g., person name, date, phone number) for the Licensee's benefit and (b) generating aggregated, anonymized statistics (which do not include the actual Licensee Data) related to the determined categorical type to improve the feature. Each Party's Confidential Information shall remain the property of such Party. For the avoidance of doubt, this does not apply to Immuta's Internal Sensitive Data Discovery feature, the use of which does not communicate any information outside of the customer's Immuta installation.

(b) With respect to versions 2.8.x and lower of Immuta, in the event Licensee elects to utilize Immuta's Sensitive Data Discovery feature, then Licensee acknowledges that certain Licensee Data will be communicated to Immuta's third party cloud infrastructure providers for the purposes of (a) determining the categorical type of the data (e.g., person name, date, phone number) for the Licensee's benefit and (b) generating aggregated, anonymized statistics (which do not include the actual Licensee Data) related to the determined categorical type to improve the feature. Each Party's Confidential Information shall remain the property of such Party.

7.2. The obligations set forth in Section 7.1 shall not restrict any disclosure required by applicable Law or pursuant to the rules of a securities exchange, as long as the Party that will make such disclosure (a) notifies the other Party prior to making such disclosure, to the extent permitted by applicable Law; (b) cooperates with the other Party to context such disclosure, at the other Party's expense; (c) seeks confidential treatment, a protective order or the like; and (d) only discloses the minimum amount of Confidential Information required to be disclosed.

7.3. Upon the expiration or termination of this Agreement, or the earlier request of the other Party, each Party shall return the other Party's Confidential Information to the other Party, or destroy such Confidential Information. However, each Party may retain data consistent with its backup and retention practices and one (1) additional copy of Confidential Information to confirm its compliance with this Agreement

8. **SUPPORT; CONFIGURATION**

8.1. Support. Immuta provides standard support Services (the "Support Services") as described in the then-current Immuta Support Policy available at: <https://www.immuta.com/legal/> (the "Support Policy").

8.2. Configuration. Licensee shall be solely responsible for configuring the Software's policy engine to act on Licensee Data in a manner that conforms with Licensee's rules, applicable laws and regulations, and reasonable privacy and security standards.

9. **WARRANTIES**

9.1. Limited Warranty. Immuta warrants that the Software shall perform substantially in accordance with its Documentation.

9.2. Warranty Remedies. If, during the warranty period set forth in Section 9.1 above, Licensee believes that the Software does not conform with the above warranty, Licensee shall promptly notify Immuta and provide Immuta with sufficient documentation of such nonconformity to enable Immuta to reproduce and verify such nonconformity. Immuta's sole obligations and Licensee's sole remedies with respect to any such claim of nonconformity shall be (a) to provide Licensee with instructions for curing such nonconformity, (b) to provide Licensee with an updated version of such item which is free of such nonconformity, (c) to provide Licensee with a functionally equivalent software package which is free of such nonconformity and which, following delivery, will be regarded as an item of Immuta Software under this Agreement, or (d) in the event Immuta is unable to accomplish any of the above after using its commercially reasonable efforts, accept a return of all such nonconforming Software and refund to Licensee the prepaid, unused license Fees.

9.3. Limitation. The warranties set forth in this Section 9 shall not be applicable in the event that the nonconformity arises from (a) any modification to the Software not made by Immuta; (b) use of the Software in a manner not described in the applicable Documentation; (c) use of the Software in or for any unlawful, improper or inappropriate manner or purpose; (d) the negligence or willful misconduct of any user of the Software; or (e) combination of the Software with any products or services not provided by Immuta.

9.4. Disclaimer. EXCEPT AS SET FORTH IN SECTION 9.1, IMMUTA DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, INTERFERENCE WITH ENJOYMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. IMMUTA SPECIFICALLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THIRD PARTY PRODUCTS OR THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

10. **LIMITATIONS OF LIABILITY**

10.1. Limitation of Liability. EXCEPT FOR (a) A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, (B) THE PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 11, AND (C) A BREACH

BY A PARTY OF SECTIONS 2 OR 7 (SUBJECT TO SECTION 8.1), NEITHER PARTY SHALL BE LIABLE FOR AGGREGATE MONETARY DAMAGES, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY), IN EXCESS OF THE TOTAL LICENSE FEES PAID BY LICENSEE UNDER THE APPLICABLE SUBSCRIPTION FORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM IN QUESTION. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

11. INDEMNIFICATION

11.1. Immuta Indemnity. Immuta shall indemnify Licensee against any damages, settlements, costs and expenses (including reasonable attorneys' fees) awarded against Licensee and shall defend Licensee in any suit, claim or proceeding brought by a Third Party to the extent alleging that use by Licensee of the Software infringes, violates or misappropriates any United States Intellectual Property Right of such Third Party.

11.2. Additional Remedies. In the event that the Software is found to infringe, misappropriate or violate any United States Intellectual Property Right of a Third Party, Immuta shall, at its option and expense, to: (a) procure for Licensee the right to continue to use the applicable Software as provided in this Agreement; (b) replace or modify the applicable Software so that it becomes noninfringing (as long as the functionality is materially unchanged); or (c) if the preceding clauses (a) and (b) are not commercially practicable, terminate the license to such Software and refund to Licensee the prepaid, unused license Fees paid to Immuta by Licensee in respect of such Software.

11.3. Exceptions. Immuta shall have no obligation to indemnify or defend Licensee to the extent that any claim is based on: (a) use of the Software in conjunction with any data (including Licensee Data), equipment or software not provided by Immuta; (b) use of the Software in a manner not described in the applicable Documentation; (c) any modification to the Software not made by Immuta; (d) use of the Software in or for any unlawful, improper or inappropriate manner or purpose; or (e) any claim of infringement, violation or misappropriation of any Intellectual Property Right in which Licensee or any Affiliate of Licensee has an interest.

11.4. Licensee Indemnity. Licensee shall indemnify Immuta against any damages, settlements, costs and expenses (including reasonable attorneys' fees) awarded against Immuta and shall defend Immuta in any suit, claim or proceeding brought by a Third Party to the extent arising from any circumstance described in Section 11.3 caused by Licensee or any Authorized User.

11.5. Procedures. The indemnification obligations set forth above are conditioned on the indemnitee (a) promptly notifying the indemnifying Party in writing of such suit, claim or proceeding, (b) reasonably cooperating in the defense of such suit, claim or proceeding, and (c) allowing the indemnifying Party to have sole control over the defense and/or settlement of any such suit, claim or proceeding. The indemnitee may participate in the defense of any such suit, claim or proceeding with counsel of its own choosing at its own expense. The indemnifying Party shall have no liability for settlements or costs incurred without its consent.

11.6. Exclusive Remedy. The remedies set forth in this Section 11 shall constitute the exclusive obligations and remedies of the Parties with respect to any Intellectual Property Rights infringement claims.

12. TERM AND TERMINATION

12.1. Term. Unless earlier terminated in accordance with this Section 12, the term of this Agreement shall commence on the Effective Date and continue until the expiration or termination of the last Subscription Term under an active Subscription Form. Each individual Subscription Term shall automatically renew for subsequent durations as set forth in the Subscription Form, unless Licensee informs Immuta in writing of its intent to terminate all subsequent Subscription Terms at least 30 days prior to the end of the then-current Subscription Term.

12.2. Termination. This Agreement or any Subscription Form may be terminated (a) by either Party, if the other Party has materially breached this Agreement, and such breach remains uncured for at least thirty (30) days following written notice thereof; or (b) by either Party, upon written notice to the other Party, if any assignment is made by such Party for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of such Party's property, or if such Party files a voluntary petition under federal bankruptcy laws or similar state or foreign statutes or such a petition is filed against such Party and is not dismissed within forty-five (45) days.

12.3. Effects of Termination.

(a) Except as expressly provided herein, upon any expiration or termination of this Agreement, all rights, licenses and obligations of the Parties shall immediately cease and terminate.

(b) Upon any expiration or termination of this Agreement, Licensee shall immediately uninstall and delete all copies of the Software that are in the possession of or contained in computer memory or data storage apparatus of Licensee or under the control of Licensee and retrieve all copies in the possession of all Authorized Users.

(c) The provisions of Sections 2.5, 6, 7, 9.4, 10, 11, 12.3 and 13, and any accrued obligations, shall survive the termination or expiration of this Agreement in accordance with their terms.

(d) Termination shall be in addition to, and shall not prejudice, any remedy at law or in equity.

13. MISCELLANEOUS

13.1. Entire Agreement. This Agreement (together with all Subscription Forms) constitutes the entire agreement between the Parties with respect to use and license of the Software and hereby supersedes and terminates any prior agreements or understandings relating to such subject matter. No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either Party unless in writing and signed by duly authorized officers of Immuta and Licensee.

13.2. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any Law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable, unless such construction would materially alter the meaning of this Agreement.

13.3. Assignment. Neither this Agreement nor any rights, obligations or licenses granted hereunder may be assigned or delegated by a Party without the prior consent of the other Party, except in connection with a merger, acquisition or change of control of such Party or with subcontracting in the normal course of a Party's business. This Agreement shall inure to the benefit of the Parties and their permitted successors and assigns.

13.4. Notices. Any notice, consent or approval by a Party under this Agreement shall be in writing and either personally delivered, sent via reputable express courier (e.g., FedEx) or certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth on the Subscription Form or another address provided by the other Party in accordance with this Section 14.4. All notices shall be in English and shall be deemed effective on the date of personal delivery, two (2) days after deposit with an express courier or five (5) days after deposit in the mail.

13.5. Force Majeure. Except for payment obligations, neither Party shall have responsibility for any failure to perform or delay in performance that results from any action beyond its reasonable control, including acts of war, terrorism, fire, labor actions or actions of the other Party. The affected Party shall notify the other Party promptly after such action.

13.6. Commercial Software. The Software has been developed exclusively at private expense and qualifies as a "commercial item" consisting of "commercial computer software" or "computer software documentation" as such terms are defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of any of the foregoing by the U.S. Government are subject to restrictions set forth in this Agreement, in accordance with FAR 12.212 or DFARS 227.7202-4, as applicable.

13.7. Governing Law and Jurisdiction. The validity, construction and interpretation of this Agreement, and the rights and duties of the Parties, shall be governed by and construed in accordance with the Laws of the State of Delaware, excluding its choice of Law rules, the Uniform Computer Information Transactions Act, and any application of the United Nations Convention on Contracts for the International Sale of Goods. The Parties consent to the exclusive jurisdiction of state or federal courts located in Kent County, Delaware in connection with any controversy arising out of the operation of this Agreement.

13.8. No Waiver. The waiver by either Party of a breach of a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has, or may have thereunder, operate as a waiver of any right, power or privilege by such Party.

13.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. This Agreement may be executed by the exchange of signature pages in electronic format (including PDF) or digital signatures.

13.10. Independent Contractors; Non-exclusivity. The Parties are independent contractors with respect to each other. The relationship of the Parties is non-exclusive. Immuta may provide the Software to any Third Party, and Licensee may license software that is similar to the Software from any Third Party.

13.11. No Third Party Beneficiaries. This Agreement shall not benefit, or create a cause of action in or on behalf of, any person other than the Parties.

13.12. Future Commitments. Licensee acknowledges that Immuta has made no commitments or promises orally or in writing with respect to delivery of any future software features or functions except as explicitly stated herein. In relation to any future software features or functions, all presentations, RFP responses and/or product roadmap documents, information or discussions, either prior to or following the date herein, are for informational purposes only, and Immuta has no obligation to provide any future releases or upgrades or any features, enhancements or functions, unless specifically agreed to in writing by both parties. Licensee acknowledges that no purchasing decisions are based upon any future software features or functions.

13.13. Insurance. During the Term of the Agreement, Immuta shall maintain insurance policies in the minimum amounts below.

(a) General Liability of up to \$1,000,000 per incident, \$2,000,000 in aggregate with a provision to include automobile insurance for hired vehicles.

(b) Worker's Compensation and Employer's liability per statute.

(c) Errors and Omissions coverage of \$2,000,000

(d) Cyber Liability coverage of \$1,000,000

14. DEFINITIONS

14.1. "Affiliate" means, as to a Party, such Party's parent corporation, an entity under control of such Party's parent corporation at any tier, or an entity controlled by such Party at any tier, where "control" means the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of fifty percent (50%) or more of the outstanding voting securities or otherwise.

14.2. "Aggregated/Anonymized Data" means Licensee Data that has been aggregated and/or anonymized such that individual record data is reasonably obscured.

14.3. "Authorized Users" means employees of Licensee and any Third Parties acting on Licensee's behalf who have a need to use the Software to accomplish Licensee's internal business purposes and who are bound in writing (a) to protect the Software and the Confidential Information of Immuta and (b) to comply with all restrictions of this Agreement.

14.4. "Client Device" means hand-held computers or other personal information management devices, or any other computer, terminal, or device on which the Client Software is installed and which is used to access via that client data brokered by an instance of Immuta.

14.5. "Client Software" means those components of the Software designated in the Documentation to operate on Client Devices.

14.6. "Confidential Information" of a Party means all information or documentation of such Party, whether disclosed to or accessed by such Party in connection with this Agreement, that is identified in writing as confidential, restricted or in a similar manner, or any other information or documentation that is treated as confidential by the disclosing Party, including (a) with respect to Licensee, any Licensee Data and (b) with respect to each Party, the terms of this Agreement and any business information, plans, policies or processes; and (c) with respect to Immuta, the Software; provided that, except to the extent otherwise provided by Law, the term "Confidential Information" excludes information that (i) is independently developed by

the recipient, as demonstrated by the recipient's written records, without violating the disclosing Party's proprietary rights, (ii) is or becomes generally known to the public, other than through unauthorized disclosure, (iii) is already known by the recipient at the time of disclosure, as demonstrated by the recipient's written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreement between the Parties entered into prior to the Effective Date, or (iv) Aggregated/Anonymized Data.

14.7. "Customer" means Licensee.

14.8. "Documentation" means any manuals, handbooks and other written or electronic material accompanying the Software.

14.9. "Feedback" means any suggestion, enhancement request, idea, Usage Report, recommendation or other feedback provided by Licensee or any Authorized User regarding the Software.

14.10. "Fees" means the fees set forth in a Subscription Form.

14.11. "Software" means all Immuta software products listed in a Subscription Form, together with all updates, revisions, customizations, modifications, error corrections, improvements and enhancements thereof which are provided by Immuta to Licensee. The Software includes Server Software, Client Software and Documentation, as well as any software or other deliverables that may be set forth in an SOW.

14.12. "Instance" or "Installation" means the installation of the set of Immuta software components needed to make a functional Immuta system.

14.13. "Intellectual Property Rights" means patents, copyrights, trademarks, trade secrets or other intellectual and intangible property rights, including all registrations and applications therefor, and all continuations, continuations in part, divisional applications, and renewals of any of the foregoing.

14.14. "Law" means any law, declaration, decree, directive, legislative enhancement, order, ordinance, regulation, rule, guidance or other binding restriction or requirement of a governmental authority, as may be amended, changed or updated from time to time.

14.15. "Licensee Data" means any data or other content provided or used by Licensee for use in connection with the Software.

14.16. "Licensee Systems" means (a) any software owned or licensed by Licensee, other than pursuant to this Agreement; and (b) any hardware, equipment or other assets used by Licensee, including any hosted hardware.

14.17. "Party" means Immuta or Licensee, and "Parties" means both Immuta and Licensee.

14.18. "Server Software" means those components of the Software designated in the Documentation to operate on server computers or in a hosted environment and typically designed to be accessed by multiple concurrent Authorized Users simultaneously.

14.19. "Third Party" means a person or entity that is not a Party or an Affiliate of a Party.

14.20. "Third Party Products" means Third Party databases, operating systems, network applications, drivers, and other software and hardware which may be required for Licensee's intended use case for, or is otherwise used by Licensee with, the Software.

14.21. "Seats" a unit of the license equating to an individual person or non-person entity using the Software that is performing analytic work, the development of analytic tools or models, or that is being audited distinctly from another person or non-person entity.

14.22. "SOW" means a statement of work executed by the Parties pursuant to this Agreement to this Agreement.

14.23. "Subscription Form" means an order form executed by the Parties which indicates the Software, the Fees and any other commercial terms between the Parties.

14.24. "Subscription Term" means the subscription term for the Software set forth in a Subscription Form commencing on the date of the Subscription Form.

14.25. "Usage Report" has the meaning set forth in Section 2.6

