

# AMP DATABANK SERVICE LICENSE AGREEMENT

(version 01.1)

This Service License Agreement (the "**Agreement**") is entered into between AMERICAN MARKETING PARTNERSHIPS LLC (herein "AMP"), a Georgia limited liability company, with offices at 5555 Glenridge Connector, Suite 200, Atlanta, Georgia 30342 ("AMP") and the person agreeing to these terms ("**Customer**"). This Agreement is effective as of the date Customer clicks the "I Accept" button or a similar button, or indicates its acceptance of this Agreement by using the **Services** (the "**Effective Date**"). If Customer does not agree to these terms and conditions, Customer should click the "Cancel" button or a similar button, or make no further use of the Services. If you are accepting this Agreement on behalf of any person other than yourself (such as a family member or other user of your computer or other device), you represent and warrant that: (i) you have full legal authority to bind such other person(s) to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you do not have the legal authority to bind Customer, please do not click the "I Accept" button below.

This Agreement governs Customer's access to and use of the Services during the Term.

## 1. **Services.**

1. **Subscription to Services.** If Customer enters into a valid subscription license pursuant to this Agreement to the Services and is a limited partner in one of the limited partnerships for which AMP (or a subsidiary thereof) is a general partner, then, during the Term, AMP grants to Customer and Customer agrees to comply with a non-sublicensable, non-transferable, non-exclusive, limited license to use the Services. All subscription licenses purchased by Customer during the Term are subject to the terms of this Agreement. The license grants in this Section 1.1 (Subscription to Services) is subject to Customer's compliance with the terms of this Agreement.
2. **Provision of Services and Cloud Identity.** During the Term, AMP will make the Services available to Customer. To use the Services, Customer will need Cloud Identity (which may be the Customer's "Partner Identity Number" assigned by AMP). If Customer already has Cloud Identity, Customer start using the Services. If Customer does not have Cloud Identity, AMP will provision Customer with access to Cloud Identity. Also, Customer will need to download the AMP Software on the computer/devices.
3. **Computer/Device Ownership.** As part of providing the Services, AMP may verify that Customer owns or controls the computer(s)/device(s) on which the AMP Software is installed. If Customer does not own, or control, the computer/device, then AMP will have no obligation to provide Customer with the Services.
4. **New Features or Services.** AMP may make new applications, features or functionalities for the Services available from time to time, the use of which may be contingent upon Customer's agreement to additional terms.
5. **Facilities and Data Transfer.** All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where AMP stores and processes its own information of a similar type. As part of providing the Services, AMP may transfer, store and process Customer Data in the United States or any other country in which AMP or its agents maintain or licenses

facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

6. Modifications to the Services.

1. Changes to the Services. AMP may make commercially reasonable changes to the Services from time to time. If AMP makes a material change to the Services, including discontinuing the Services or features or portions thereof, AMP will inform Customer, by either sending an email to the Notification Email Address or alerting Customer through the Admin Console.
2. Changes to the Agreement. AMP may make changes to this Agreement, including any linked documents from time to time. Unless otherwise noted by AMP, material changes to the Agreement will become effective 30 days after they are posted, except if the changes apply to new functionality in which case they will be effective immediately.
3. [CONFIRM:] Changes to the Data Processing Amendment. AMP may only change the Data Processing Amendment where such change is required to comply with applicable law, applicable regulation, court order, or guidance issued by a governmental regulator or agency, where such change is expressly permitted by the Data Processing Amendment, or where such change:
  1. is commercially reasonable;
  2. does not result in a degradation of the overall security of the Services;
  3. does not expand the scope of or remove any restrictions on AMP's processing of Customer Personal Data, as described in Section 5.2 (Scope of Processing) of the Data Processing Amendment; and
  4. does not otherwise have a material adverse impact on Customer's rights under the Data Processing Amendment.

If AMP makes a material change to the Data Processing Amendment in accordance with this Section, AMP will post the modified Data Processing Amendment to the URL containing those terms

7. No Operational Warranty.

1. Customer acknowledges that the AMP Software may have an adverse effect on the operation, processing speed, and functionality of the computer/devices on which it the AMP Software is installed, as well as the “bandwidth” and cost of use of internet by the computer/device.

8. Intellectual Property Rights; Feedback

1. Intellectual Property Rights. Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. Intellectual Property Rights in and to the content accessed through the Services are the property of the applicable content owner and may be protected by applicable laws. As between the parties, AMP (and/or its licensors or suppliers) owns all Intellectual Property Rights in the Services.
2. Customer Feedback. If Customer provides AMP with Feedback about the Services, then AMP may use that information without obligation to Customer, and Customer hereby irrevocably assigns to AMP all right, title, and interest in that Feedback.

2. **Customer No Access to Customer Data; Data Processing.** AMP will not access or use Customer Data, except as necessary to provide the Services to Customer. Such access and use will be in accordance with the Data Processing Amendment. **Customer agrees that Customer shall have NO rights to access the Customer Data, but shall only have the right to require AMP to delete all Customer Data upon termination of this Agreement as provided herein.**
3. **Customer Obligations.**
  1. Compliance. Customer must ensure that all use of the Services by Customer complies with this Agreement.
  2. Notification Email Address. Customer is required to provide a current and accurate Notification Email Address to AMP. During the Term, Customer will make commercially reasonable efforts to review and designate a current and accurate Notification Email Address in the Admin Console to ensure Customer receives email notifications from AMP. Customer understands that AMP will rely on the Notification Email Address provided by Customer to send email notifications required under this Agreement. Failure on Customer's behalf to provide a current and accurate Notification Email Address to AMP will not be construed or deemed as a breach of any kind by AMP of its notification obligations under this Agreement.
  3. Use of Customer Data. Customer agrees that the purpose of this Agreement is to facilitate Customer storing Customer Data with AMP, to be used only by AMP to arrange for the Customer's Limited Partnership to market and sell such Customer Data for the benefit of Customer (a "Data Marketing Opportunity"). Prior to AMP providing any Customer Data to any third party, AMP shall notify Customer of such Data Marketing Opportunity. Customer will have the sole right to "opt in" to such Data Marketing Opportunity. In addition, if required applicable law, AMP will provide governmental officials access to Customer Data but will use best efforts to resist providing any identifying information regarding Customer. AMP will, to the extent possible, provide Customer advance written notice of any such event.
4. **Restrictions.**
  1. Generally. Customer will not, and will not allow others to do any of the following unless required by law, or unless AMP consents in writing: (i) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Services, or any component thereof; (ii) copy or make derivative works of the Services, attempt to extract the source code of the Services, or otherwise attempt to reduce the Services to human perceivable form; (iii) use the Services for High Risk Activities; (iv) transfer, sublicense, distribute, sell, lease the Services or any component of the Services; (v) remove or alter any Brand Features or other proprietary notices included with the Services; (vi) violate, or encourage the violation of, the legal rights of others; and (vii) use the Services for any unlawful, invasive, infringing, defamatory, or fraudulent purposes.
  2. Third Party Components. To the extent the Services includes components governed by open source licenses with provisions inconsistent with this Agreement, those components are instead governed solely by the applicable open source licenses. To the extent the Services includes components governed by open source licenses requiring the provision of corresponding source code for those components, AMP hereby provides that source code consistent with those licenses. AMP hereby provides the Third Party Component Notice.
5. **Technical Support.**
  1. By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services.

Customer will use commercially reasonable efforts to resolve support issues before escalating them to AMP.

2. By AMP. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to AMP in accordance with the TSS Guidelines.
6. **Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY OR THEIR LICENSORS MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. AMP DOES NOT WARRANT AND MAKES NO REPRESENTATIONS (I) THAT THE OPERATION OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, (II) ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES, AND (III) THAT THE SERVICES ARE DESIGNED OR INTENDED FOR HIGH RISK ACTIVITIES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.**
7. **Term and Termination.** The terms of the Agreement becomes effective on the Service Commencement Date and will continue until terminated as provided herein.
  - 1.
  2. Termination for Breach. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.
  3. Termination upon Notice by either party. Customer will have the right to terminate this Agreement by emailing AMP at the following address: [AMPDataBankAdmin@americanmarketinglp.com](mailto:AMPDataBankAdmin@americanmarketinglp.com) with a written request to terminate this Agreement and to delete all Customer Data. AMP will have the right to terminate this Agreement upon 30 days written notice to Customer that AMP intends to terminate this Agreement and delete Customer's Personal Data.
  4. Effects of Termination; Deletion of Customer Data.
    1. Termination of the Agreement is effective immediately unless otherwise specified in the termination notice. Customer will cease use the Services as of the termination date.
    2. After the termination date AMP will delete all Customer Data as soon as practicable but in any event within 30 days after termination; and (iv) upon request each party will promptly use reasonable efforts to return or destroy any remaining Confidential Information of the other party.
  5. UPDATE. Survival. The following Sections will survive termination of this Agreement: The following Sections will survive termination of this Agreement: Section 11 (Intellectual Property Rights; Feedback); Section 4 (Restrictions); Section 5 (Orders via Admin Console – Billing and Payment); Section 8 (Disclaimers); Section 9.1(B); Section 9.3 (Effects of Termination); Section 9.4 (Survival); Section 11 (Confidentiality); Section 12 (Defense and Indemnity); Section 13 (Limitation of Liability); Section 15 (Miscellaneous); and Section 16 (Definitions). All other terms necessary for a party to

meet its obligations under this Section 9.4 (Survival) or by its nature is intended to survive will continue to survive.

8. **Suspension.**

1. **Emergency Security Issues.** If there is an Emergency Security Issue, then AMP may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If AMP Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, AMP will provide Customer the reason for the Suspension as soon as is reasonably possible.
2. **Suspension to Comply with Laws.** AMP may at its sole discretion Suspend the provision of any Services at any time if required to comply with any applicable law.

9. **Confidentiality.** The recipient will not disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, and that they keep it confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

10. **Defense and Indemnity.**

1. **Definitions.**
  1. **"Indemnified Liabilities"** means any (i) settlement amounts approved by the indemnifying party; and (ii) damages and costs in final judgment awarded against the indemnified part(ies) by a competent court.
  2. **"Third-Party Legal Proceeding"** means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any civil, administrative, investigative or appellate proceeding).
2. [UPDATE] **Obligations.** Subject to Section 12.4 (Conditions) and Section 13 (Limitation of Liability):
  1. **AMP's Obligations.** AMP will defend Customer and its affiliates, and indemnify them against Indemnified Liabilities, in any Third-Party Legal Proceeding to the extent arising from any allegation that Customer's use of AMP's technology used to provide the Services (excluding any open source software) in accordance with this Agreement infringes the third party's Intellectual Property Rights.
  2. **Customer's Obligations.** Unless prohibited by applicable law and without waiving sovereign immunity, Customer will defend AMP and its affiliates, and indemnify them against Indemnified Liabilities, in any Third Party Legal Proceeding to the extent arising from:
    1. an allegation that AMP's use of Customer's Brand Features in accordance with this Agreement infringes the third party's Intellectual Property Rights;
    2. an allegation made against AMP for infringement or misappropriation based on conduct by Customer as described in Section 12.3; or
    3. Customer's breach of Section 12.5 (Export Compliance).
3. [UPDATE] **Exclusions.** This Section 12 (Defense and Indemnity) will not apply to the extent the underlying allegation arises from:
  1. the indemnified party's breach of this Agreement;
  2. modification to AMP's technology by anyone other than AMP;
  3. combination of AMP's technology with materials not provided by AMP;

4. failure to use the most current, supported version of AMP's technology provided under this Agreement; or
  5. compliance with Customer's design or request for customized features.
4. Conditions.
1. The indemnified party must promptly notify the indemnifying party of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If a breach of this Subsection (a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under this Section 12 (Defense and Indemnity) will be reduced in proportion to the prejudice.
  2. The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following:
    1. the indemnified party has the right to approve controlling counsel, such approval not to be unreasonably withheld (and which approval may be withheld or withdrawn if there is a conflict of interest);
    2. the indemnified party may appoint its own non-controlling counsel, at its own expense; and
    3. any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.
5. Remedies.
1. If AMP's technology is subject to an Intellectual Property Rights allegation or Third-Party Legal Proceeding, AMP may do the following at its sole option and expense:
    1. procure the right to continue providing the Services in compliance with this Agreement; or
    2. modify the Services without materially reducing their functionality; or
    3. replace the Services with a functionally-equivalent alternative.
  2. If an injunction prevents continued use of the Services, AMP will use commercially reasonable efforts to provide one of the remedies in Section 12.5(A) in its sole expense.
  3. If the remedies under Section 12.5(A) are not commercially reasonable in the circumstances, or are not provided within 30 days of an injunction, then AMP will notify Customer and the parties will discuss practical remedies in good faith. If the parties cannot agree on remedies within 15 days of initiating discussions, then:
    1. either party may terminate the Agreement on written notice to the other; or
    2. AMP may terminate or suspend the impacted portion of the Services (but not the entirety of the Services) on written notice to Customer; and
    3. within 45 days after a termination of the Agreement under section 12.5(C)(i) or termination of the impacted portion of the Services under Section 12.5(c)(ii), AMP will refund to Reseller any fees paid to AMP in respect of the Services, or terminated portion of the Services, for the period following either the termination or (if earlier) the injunction. Customer's eligibility to receive a refund in respect of the Services for

such period will then be governed by the terms of the Reseller Agreement.

6. Sole Rights and Obligations. Without affecting either party's termination rights, this Section 12 states the parties' only rights and obligations under this Agreement for Intellectual Property Rights-related allegations and Third-Party Legal Proceedings.

**11. Limitation of Liability.**

1. LIABILITY. IN SECTION 13, "**LIABILITY**" MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, INCLUDING FOR NEGLIGENCE. LIABILITY INCLUDES ALL AMOUNTS A PARTY INCURS TO FULFILL SECTION 12 (DEFENSE AND INDEMNITY).
2. LIMITATIONS. SUBJECT TO SECTION 13.3 (EXCEPTIONS TO LIMITATIONS):
  1. NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR:
    1. THE OTHER PARTY'S LOST REVENUES;
    2. INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE);
    - OR;
    3. EXEMPLARY OR PUNITIVE DAMAGES; AND
  2. EXCEPT AS SET FORTH IN SUBSECTION (C), EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF: (i) THE TOTAL AMOUNT PAID AND PAYABLE TO AMP BY, AS APPLICABLE, (A) RESELLER ON BEHALF OF CUSTOMER HEREUNDER OR (B) CUSTOMER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY; OR (ii) US\$250,000.
  3. AMP'S TOTAL AGGREGATE LIABILITY UNDER SECTION 1.3 (TRIAL SUBSCRIPTION) IS LIMITED TO (i) THE AMOUNT PAID BY CUSTOMER TO AMP UNDER THIS AGREEMENT FOR TRIAL SUBSCRIPTIONS DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY; OR (II) US\$15,000.
3. EXCEPTIONS TO LIMITATIONS. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR:
  1. DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS;
  2. FRAUD OR FRAUDULENT MISREPRESENTATION;
  3. BREACH OF SECTION 11 (CONFIDENTIALITY);
  4. INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR
  5. MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. **Publicity.** Customer agrees that AMP may include Customer's name and Brand Features in a list of AMP customers. Customer also agrees that AMP may verbally reference Customer as a customer of the AMP products or Services that are the subject of this Agreement.

**13. Miscellaneous.**

1. Notices. All notices of termination or breach must be in writing and addressed to the other party's Legal Department. The address for notices being sent to AMP's Legal Department is [admin@Americanmarketinglp.com](mailto:admin@Americanmarketinglp.com). All other notices must be in English,

in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

2. Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.
3. Change of Control. If a party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) that party will give written notice to the other party within 30 days after the change of control, and (b) the other party may immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice.
4. Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
5. Export Compliance. Customer will comply with, and will obtain all prior authorization from the competent government authorities required by, the Export Control Laws.
6. No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
7. No Agency. This Agreement does not create any agency, partnership or joint venture between the parties.
8. No Third Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.
9. Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.
10. Governing Law.
  1. This Agreement is governed by Georgia law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN FULTON COUNTY, GEORGIA.
  2. The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("Rules"). (c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Fulton County, Georgia, USA. (d) The arbitrator may not decide by equity. (e) Subject to the confidentiality requirements in Subsection (g), either party may petition any competent court, to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Fulton County, Georgia, USA, are competent to grant any order under this Subsection (e). (f) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property. (g) Any arbitration proceeding conducted in accordance with this Section will be considered



Confidential Information under this Agreement's confidentiality section, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. In addition to the disclosure rights in this Agreement's confidentiality section, the parties may disclose the information described in this Subsection (g) to a competent court as may be necessary to file any order under Subsection (e) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private). (h) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees. (i) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

11. Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.
12. Conflicting Terms. If there is a conflict between any terms of this Agreement and an Order Form, the terms of the Order Form will control followed by the terms of this Agreement, in that order.
13. Conflicting Languages. If this Agreement is translated into any other language, and there is a discrepancy between the English text and the text of the other language, the English text will govern.
14. Counterparts. The parties may enter into this Agreement by AMP's acceptance of Customer's online acceptance facility (provided by AMP), which may be executed in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.
15. Entire Agreement. This Agreement and all documents referenced herein or therein or attached to this Agreement, sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. Furthermore, this Agreement supersedes any Customer Minimum Terms (if any) that Reseller incorporated into the Reseller Agreement governing the use of the Services. In entering into this Agreement neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

#### 14. Definitions.

**"Affiliate"** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

**"Additional Products"** means products, services and applications that are not part of the Services but that may be accessible through website links provided by AMP by email to Customer from time to time, and any updates AMP may make available thereby from time to time.

**"Additional Product Terms"** means those separate terms of services corresponding to the applicable Additional Product, as such terms can be found at links provided by AMP by email to Customer from time to time, and any updates AMP may make to such services from time to time.

"**Administrators**" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

"**API TOS**" means the terms governing Customer's use of APIs made available to Customer with the Services and which can be found at the following URL: \_\_\_\_\_ or such other URL as AMP may provide from time to time, and any updates AMP may make to such terms from time to time.

"**Auto Update Policy**" means the policy at this URL: <https://support.AMP.com/chrome/a/answer/6220366> or such other URL as AMP may provide from time to time, and any updates AMP may make to such policy from time to time.

"**Brand Features**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"**Cloud Identity**" means the AMP Cloud Identity – Free offering and services described at the following URL: <https://cloud.AMP.com/terms/identity/user-features>, or such URL AMP may provide from time to time, and any updates AMP may make to such services from time to time.

"**Cloud Identity Terms**" means the terms which governs use of the Cloud Identity-Free services and which can be found at this URL: [https://cloud.AMP.com/terms/identity/na\\_terms](https://cloud.AMP.com/terms/identity/na_terms), or such URL as AMP may provide from time to time, and any updates AMP may make to such terms from time to time.

"**Confidential Information**" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party.

"**Control**" means control of greater than fifty percent of the voting rights or equity interests of a party.

"**Customer Data**" means data provided by or on behalf of Customer or End Users via the Service and related technical support.

"**Customer Personal Data**" means personal data contained within the Customer Data.

"**Data Processing Amendment**" means the agreement which governs AMP's processing of Customer Data if Customer is subject to GDPR requirements and which terms can be found at the following URL: [https://www.AMP.com/chrome/terms/dpa\\_terms.html](https://www.AMP.com/chrome/terms/dpa_terms.html), or other such URL as AMP may provide from time to time, and any updates AMP may make to such agreement from time to time.

"**Emergency Security Issue**" means either: (a) Customer's or End Users' use of the Services in violation of the Agreement, in a way that disrupts: (i) the Services; (ii) other customers' use of the Services; or (iii) the AMP network or servers used to provide the Services; or (b) to prevent unauthorized third party access to the Services or data within the Services.

**"End Users"** means the individuals Customer permits to use Customer Hardware who may or may not be managed by Customer via the Services.

**"Export Control Laws"** means all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

**"Fees"** means the amounts invoiced to Customer by AMP or Reseller for the Services.

**"Feedback"** means feedback or suggestions about the Services provided to AMP by Customer.

**"AMP Provided Domain"** means the subdomain(s) created by AMP, using a AMP owned domain, and provisioned to Customer for Customer's use with the Services.

**"AMP Subdomain License Agreement"** means the agreement at this URL: <https://www.AMP.com/chrome/terms/devicemanagement-subdomain/>, or other such URL as AMP may provide from time to time, and any updates AMP may make to such agreement from time to time.

**"High Risk Activities"** means uses such as the operation of nuclear facilities, air traffic control or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

**"Intellectual Property Rights"** means current and future worldwide rights under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

**"Notification Email Address"** means the email address(es) designated by Customer to receive email notifications from AMP, as such email address(es) are reflected in the Admin Console. Customer may change this email address(es) through the Admin Console.

**"Order Form"** means the written or online order document indicating that Customer has signed up for the Services, describing the following, including but not limited to: the Services SKU ordered; Fees; and quantity, that is either submitted to AMP by Customer or by Reseller on Customer's behalf. Each Order Form is subject to the terms of this Agreement.

**"Reseller"** means a designee within AMP's applicable reseller or retail channels authorized to make the Services or Supported AMP OS Hardware available to Customer.

**"Reseller Agreement"** means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of this Agreement.

**"Reseller Console"** means the web interface and related tools provided by AMP to Reseller to facilitate order management and provisioning, and management and suspension of Customer accounts for the applicable Services.

**"Reseller Console Trial Terms"** means the terms governing Customer's use of trial licenses to the applicable Services provisioned to Customer from its Reseller via the Reseller Console and which trial terms are set forth at the following URL: [https://cloud.AMP.com/terms/chrome-enterprise/enterprise\\_reseller\\_trial](https://cloud.AMP.com/terms/chrome-enterprise/enterprise_reseller_trial), or other such URL as AMP may provide from time to time, and any updates AMP may make to such trial terms from time to time.

**"Services"** means the following AMP service offerings governed by this Agreement:

Regular download and cloud storage (by Customer ID) of the following information:

- Customer's online browser search activity when using one of the [LICENSED BROWSER PRODUCTS]
- Time of use of Customer's browser search activity
- [OTHER INFORMATION]
- and any updates AMP may make to such services from time to time by email to Customer.

**"Service Commencement Date"** means the date AMP makes the Services available to Customer.

**"Software"** means the AMP DataBank Software, in binary executable form only, which is installed by Customer on a Customer owned computer or device.

**"Third Party Products"** means any non-AMP branded products, software, or Services.

**"Third Party Request"** means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

**"TSS"** means the technical support services provided by AMP for the Services identified in the Order Form in accordance with the TSS Guidelines.

**"TSS Guidelines"** means AMP's then-current technical support services guidelines for the Services, which is available at the following URL: \_\_\_\_\_, or other such URL as AMP may provide from time to time, and any updates AMP may make to such guidelines from time to time.

**"Upgrades"** means additional subscription licenses purchased by Customer during the Term.