MVPR Master Services Agreement

IF YOU HAVE A SEPARATE, SIGNED AGREEMENT GOVERNING YOUR USE OF THE SERVICES, THE TERMS AND CONDITIONS OF SUCH OTHER AGREEMENT SHALL PREVAIL OVER ANY CONFLICTING TERMS OR CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT, BY (1) CHECKING A BOX INDICATING YOUR ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING THE SERVICES IN WHOLE OR IN PART, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DISAGREE, YOU DO NOT HAVE THE RIGHT TO USE THE SERVICES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY. THIS AGREEMENT IS EFFECTIVE AS OF THE EARLIER OF (A) YOUR INITIAL ACCESS TO THE SERVICE OR (B) THE EFFECTIVE DATE OF THE FIRST ORDER FORM REFERENCING THIS AGREEMENT ("EFFECTIVE DATE").

1. Definitions

All definitions used in the Agreement are specified in Annex A.

2. Agreement

2.1. This Agreement governs Your access to and use of the Services specified in the applicable Order. This Agreement will begin on the Effective Date and continue until the earlier of: (i) termination for cause in accordance with Section 12, or (ii) expiration of all Orders under this Agreement.

2.2. In the event of any inconsistencies between this Agreement and an Order, this Agreement shall take precedence over the Order, unless expressly indicated otherwise in such Order. An Order issued by an Authorised Reseller may not amend this Agreement without Our express written consent. Any terms included in Your purchase order, general terms of business, vendor registration portal or other document issued by You are for Your administrative convenience only and will not be binding on Us

3. Our Obligations

3.1. During the Subscription Term, and subject to the terms and conditions of this Agreement and any limitations specified in an Order, We shall: (i) make the Services available to You in accordance with the Documentation and Service Level Agreement, (ii) provide Support Services in accordance with the Support Services Description, and (iii) provide the Professional Services as further described in each Order.

3.2. We are solely responsible for all matters relating to the payment of Our employees and contractors, including without limitation providing compensation and other benefits such as vacation or sick pay, social security, medical care, unemployment or disability insurance, worker's compensation, health and welfare benefits, profit sharing, retirement/pension, or any employee stock option or stock purchase plans and complying with all other federal, state and local laws, rules and regulations governing such matters.

4. Rights of Access and Your Obligations

4.1. Subject to the terms of this Agreement, and except as otherwise permitted in the Documentation, during the Subscription Term, You may enable User access to and use of the MVPR Materials solely for Your internal business purposes in accordance with the limitations specified in the applicable Order and Metrics Definition and not for the benefit of any third parties. Your third party suppliers or contractors may access and use the MVPR Materials for the sole purpose of providing their goods and/or services to You.

4.2. You shall: (i) be responsible for Your Users' compliance with this Agreement, the Documentation and any use limitations specified in the applicable Order; (ii) use commercially reasonable efforts to prevent any unauthorised access to or use of the MVPR Materials and promptly notify Us in the event of any such unauthorized access or use; (iii) be solely liable for uploading Customer Data and making appropriate backups of such Customer Data; (iv) obtain any legally- necessary consents from and provide required privacy notices to any party whose Personal Data you input into the Service or otherwise provide Us; and (v) reasonably cooperate with Us on any matters relating to the Professional Services as set out in the Order.

4.3. You shall not: (i) use the Services for the benefit of anyone other than Yourself or Your Affiliates, unless expressly stated otherwise in an Order or the Documentation; (ii) send, store or transfer infringing, obscene, threatening, libellous or otherwise unlawful or tortious material, including material that violates privacy rights or Proprietary Rights in connection with the Services; (iii) knowingly input, store or transmit any Malware in connection with the Services; (iv) except as specified in the Documentation, modify, copy, translate or create derivative works based on the MVPR Materials or any part, feature, function or user interface thereof; or (v) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the MVPR Materials to build a competitive product or service or one with similar ideas, features, functions or graphics or to determine whether the MVPR Materials are within the scope of any patent.

5. Fees and Payment

5.1. Except as expressly stated herein, Subscription Fees are non- refundable. Where Your Order is directly with MVPR, You shall pay Us the fees agreed in the applicable Order in accordance with the terms specified therein. Where you have ordered via an

Authorised Reseller, You shall pay the fees agreed with such Authorised Reseller. If You use the MVPR Materials in excess of the scope of this Agreement or the applicable Order, You shall pay all Fees attributable to such overuse in accordance with Our then current price list. You are responsible for paying, and will be invoiced for, any fees or charges associated with using Your vendor registration or payment processing tool(s).

5.2. If, in good faith, You dispute the accuracy of any portion of Our invoice, then You shall pay all undisputed portions of the invoice when due, but may withhold any portion that is disputed provided You provide Us with written notice of such dispute prior to the invoice due date and use commercially reasonable efforts to resolve the dispute promptly.

5.3. Unless otherwise specified in the applicable Order, all fees for the Services exclude any direct or indirect taxes, levies, duties, or similar governmental assessments, including without limitation, any sales, use, value-added, withholding, or similar taxes ("Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder directly to the taxing authority. As an exception to the foregoing, if We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, the appropriate amount shall be included as a line-item on Your invoice and will be payable by You, unless You provide Us with a valid tax exemption certificate authorised by the appropriate taxing authority. If any such withholding or deduction is required by law, You shall pay Us such additional amount(s) as will ensure that We receive the same total amount that We would have received if no such withholding or deduction had been required. We are solely responsible for taxes based upon Our net income, assets, payroll, property, and employees.

5.4. Without prejudice to any other rights We may have, if any undisputed invoice is not paid by its due date, or if We verify that You have not paid an Authorised Reseller in accordance with the relevant partner agreement, We shall be entitled to disable Your access to that part of the Services affected by Your non-payment upon thirty (30) days' prior written notice thereof.

6. Proprietary Rights

6.1. As between You and Us, We are and remain exclusive owners. of all right, title and interest (including without limitation the Proprietary Rights) in and to the MVPR Materials and Services, including all modifications and derivatives thereto. No rights are granted to You other than as expressly set forth herein.

6.2. As between You and Us, You are and remain the exclusive owner of all right, title and interest (including without limitation the Proprietary Rights) in and to the Customer Materials, including all modifications and derivatives thereto. Subject to this Agreement, You hereby grant Us and Our Representatives the right to access, use, process, aggregate and anonymize Customer Data and information derived from Your use of the Cloud Service to: (a) maintain and provide the Services; (b) meter Your consumption and ensure compliance with any limitations specified in an Order; and (c) perform such other actions as described in the Documentation or the MVPR Privacy Notice, or as otherwise authorised by

You in writing in connection with Your use of the Services. No rights are granted to Us other than as expressly set forth herein.

6.3. To the extent You provide feedback regarding Our Services, products, business or development plans, or technology roadmaps, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Services or other products (collectively "Feedback"), You hereby grant Us a worldwide, perpetual, irrevocable, royalty-free licence to use such Feedback without restriction. You are not obligated to provide Feedback and We are not obligated to use Feedback.

7. Confidentiality

7.1. Each party retains all Proprietary Rights in its Confidential Information. Except as expressly authorised herein, each Party will hold in confidence and not disclose any Confidential Information of the other party except: (i) to its Representatives who have a need to know such information for purposes of performing under this Agreement and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement; (ii) as permitted in writing by the other party; (iii) to the extent required under applicable law or regulation after giving the disclosing party (if legally allowed) an opportunity to seek legal protection or otherwise prevent or limit disclosure of the Confidential Information; or (iv) to the extent such Confidential Information becomes public through no fault of the receiving party. The parties each shall have the right to provide the Authorised Reseller with this Agreement. The parties will ensure that their Representatives comply with this Agreement and will be responsible for any unauthorised use or disclosure of Confidential Information by such Representatives.

7.2. Upon request, the receiving party shall destroy or return to the disclosing party all materials containing any of the Confidential Information. A party's obligation to return or destroy Confidential Information does not apply to the extent: (i) required by applicable law or regulation, or (ii) contained in archived computer system backup made in accordance with the receiving party's security or disaster recovery procedures, provided in each case that any retained Confidential Information shall remain subject to the confidentiality obligations of this Agreement until so returned or destroyed. The parties acknowledge that unauthorised disclosure of Confidential Information may cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure, the disclosing party shall be entitled to seek appropriate equitable relief in addition to any other remedies it might have at law.

8. Data Protection and Customer Data

8.1. We shall maintain appropriate administrative, physical, organisational, and technical safeguards for protection of the security, confidentiality and integrity of Your Customer Data, including but not limited to measures designed to protect against the unauthorised access to or disclosure of Customer Data as described in the Trust Centre.

8.2. If in the course of providing the Services We process any Personal Data contained in the Customer Data, the Data Processing Agreement shall apply to such processing.

8.3. Customer Data is available to You for export or download at any time during the Subscription Term. If not separately agreed between the parties in writing, within 30 days of the termination or expiration of Your Subscription, We will delete or destroy any

Customer Data then in Our possession unless applicable law requires retention for a longer period. Any retained data is subject to the confidentiality provisions of this Agreement.

9. Warranties

9.1. We warrant that during the applicable Subscription Term: (a) the Services will substantially perform as specified in the Documentation when used in accordance with the terms of this Agreement; (b) We will not materially reduce the overall level of beneficial service provided to you under the Service Level Agreement; (c) the Services have been and will for the duration of the Subscription Term continue to be tested for Malware (including without limitation scanning with current versions of industry standard antivirus software); and (d) Professional Services will be performed in a professional, workman- like manner with reasonable skill and care in accordance with industry standards.

9.2. Our sole liability (and Your exclusive remedy) for any breach of the foregoing warranty shall be to correct the nonconformity, provide You with a functionally equivalent replacement or, in the case of Professional Services, reperform the nonconforming services, provided you have notified us of such nonconformity within thirty (30) days of the performance thereof. If We cannot reasonably make such correction, substitution or reperformance, as determined in Our sole discretion acting in good faith, We will refund You (or, in the case Your Subscription is purchased through an Authorised Reseller, arrange through such Authorised Reseller, the refund of) any prepaid fees covering the remainder of the Subscription Term for the nonconforming Service (or any Fees paid for the nonconforming Professional Services) and terminate Your access to and use of the affected Service for which You have received the refund.

9.3. Each party warrants to the other that: (a) it has the authority to enter into the Agreement, to grant the rights granted by it under the Agreement, and to perform its obligations under the Agreement; and (b) it will comply with any law or regulation applicable to such party in performance of its duties and obligations under this Agreement.

9.4. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. Indemnification

10.1. Our Indemnification Obligations. We shall defend and/or settle, at Our expense, any third-party claim brought against You, Your Affiliates or Your Representatives alleging that use of the Services (or any part thereof) in compliance with the terms of this Agreement infringes the Proprietary Rights of such third-party ("Infringement Claim"). We shall indemnify You and Your Representatives against any Losses arising from the Infringement Claim or settlement amounts agreed to in writing by Us in relation to the Infringement Claim. In the event of an Infringement Claim, and in addition to our indemnity obligations, We shall, at Our option and expense: (i) modify or replace the affected Service to eliminate the alleged infringement without loss of material functionality; (ii) procure a license to enable You to continue using the Services; or (iii) terminate Your Order for the affected Services with immediate effect and refund any prepaid Fees covering the remainder of the applicable Subscription Term.

10.2. Your Indemnification Obligations. You shall defend and/or settle, at Your expense, any third-party claim brought against Us or Our Representatives arising from or related to the Customer Materials ("Customer Materials Claim"). You shall indemnify Us and Our Representatives against any Losses arising from or related to the Customer Materials Claim or settlement amounts agreed to in writing by You in relation to such Customer Materials Claim.

10.3. Conditions. A party relying on an indemnity hereunder must: (i) provide prompt written notice that a claim has been made, provided that an indemnifying party shall only be relieved of its obligations hereunder if and to the extent it is prejudiced by a delay in such notification; (ii) cooperate in the defence of the claim; (iii) not make any admissions related to the claim; (iv) allow the indemnifying party to exclusively control the defence, negotiations and any settlement of the claim; and (v) use reasonable efforts to mitigate against Losses.

10.4. Exclusive Remedy. To the extent permitted by applicable law, this Section 10 constitutes the indemnifying party's sole liability, and the indemnified party's exclusive remedy, for any third-party claim described herein.

11. Limitation of Liability

11.1. GENERAL LIMITATION. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT OF FEES PAYABLE BY YOU FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE DATE OF THE EVENT FOR WHICH THE LIABILITY ARISES; OR (B) EUR 50,000. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY.

11.2. DISCLAIMER OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR SUPPLIERS BE LIABLE IN RELATION TO THIS AGREEMENT FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION, LOSS OF REVENUE, OR COSTS OF COVER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3. EXCLUSIONS. THE LIMITATIONS IN SECTION 11.1 (GENERAL LIMITATION) SHALL NOT APPLY TO EITHER PARTY'S: (A) INDEMNIFICATION OBLIGATIONS, (B) LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE OR THAT OF ITS REPRESENTATIVES, (C) FRAUD OR FRAUDULENT MISREPRESENTATION, (D) WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, (E) VIOLATION OF THE OTHER PARTY'S PROPRIETARY RIGHTS, (F) PAYMENT OR REFUND OBLIGATIONS UNDER THIS AGREEMENT (AS APPLICABLE), (G) LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, OR (H) A BREACH OF SECTION 7 (CONFIDENTIALITY)

12. Term and Termination

12.1. Subscriptions. The Initial Subscription Term of each Subscription shall be as agreed in the applicable Order. Thereafter, You may renew a Subscription for successive periods of 6 months (each a "Renewal Term") by providing at least thirty (30) days' prior written notice to Us of its intention to renew the Subscription. We may increase the Subscription Fees applicable to a Renewal Term. Such increase shall not exceed 7% per annum.

12.2. Professional Services Term. Each Order for Professional Services shall take effect on the Order date and remain in effect until all Professional Services under such Order have been provided.

12.3. Termination for Breach. Without prejudice to any other rights or remedies to which a party may be entitled, either party may terminate an Order without liability to the other at any time with immediate effect upon written notice if the other party is in material breach of any of its obligations under this Agreement or an Order and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days of notice of the breach. Termination of one Order shall have no effect on any other Order.

12.4. Termination for Legal Cause. Either party may immediately suspend performance or terminate an Order upon written notice if an applicable law or an applicable government or court order prohibits its continued performance thereunder.

12.5. Effect of Termination. Upon termination in accordance with this Section, and upon expiration of the Subscription Term, You shall immediately cease use of and access to the applicable Service and any Non-MVPR Application.

13. Export

The Services (and derivatives thereof) may be subject to import, export control and sanctions laws and regulations of various global jurisdictions ("Export Laws"). Unless expressly required by local law, You will not and will not allow any third party to: (i) export, re export or transfer any part of the Services to countries, persons or entities prohibited by Export Laws or (ii) permit any User to access or use the Services in or from an applicable embargoed country or region. You are solely responsible for compliance with Export Laws applicable to Customer Data. We may block, restrict, limit or suspend access to the Services by any User that is subject to any applicable sanctions or embargoes. Each party represents that as of the Effective Date, it is not named on any U.S. government denied-party list.

14. Governing Law

14.1. General. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement Excluding conflict of laws rules.

14.2. Governing Law. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the laws of England and Wales.

14.3 Dispute Resolution. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

15. General Terms

15.1. Subcontractors. We may delegate Our performance of the Services to third parties, including those specified in the Data Processing Agreement, Our Affiliates and as otherwise agreed by You in writing. We remain responsible for the performance of Our obligations under this Agreement notwithstanding any such delegation.

15.2. Assignment. You may not assign Your rights or obligations hereunder without Our advance written consent. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

15.3. Independent Contractors. The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment or any such similar relationship between You and Us.

15.4. Reference Customer. You agree that We may disclose You as a customer of Ours and use Your name and logo on Our website and in Our promotional materials.

15.5. Third Party Beneficiaries. Nothing in this Agreement is intended to, nor shall create, any right enforceable by any third party not a party to this Agreement. The consent of a third party shall not be required for the amendment, variation or termination of this Agreement.

15.6. Code of Conduct. The parties are committed to conducting business fairly, impartially, and in an ethical manner. In that respect, each party, on behalf of itself and its participating Affiliates, declares to have established and implemented a code of business conduct and ethical standards, and will perform its obligations under this Agreement in accordance with such code.

15.7. Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the parties regarding Your use of and access to the Services and supersedes all prior and contemporaneous agreements, proposals and representations, whether written or oral, concerning the subject matter hereof. This Agreement cannot be altered, amended or modified except in a writing accepted by duly authorised representatives of the parties. The parties agree that any representation, warranty or condition not expressly contained in this Agreement or in an authorised written amendment hereto shall not be enforceable by either Party.

15.8. Severability. If any court of competent jurisdiction finds any provision of this Agreement to be invalid, unenforceable or illegal, such provision shall be severed from this Agreement, but the other provisions of this Agreement shall remain in full force and effect.

15.9. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

15.10. Non-exclusive remedies. Except where an exclusive remedy is specified in this Agreement, the exercise by either party of any remedy under the Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

15.11. Force Majeure. Neither party shall be in breach of its obligations under this Agreement or incur any liability to the other party for any delay or failure to perform its obligations hereunder if and to the extent such delay or non- performance is caused by a Force Majeure Event. The party affected by the Force Majeure Event shall: (i) promptly inform the other party of such delay or non performance; (ii) use commercially reasonable efforts to avoid or remove the underlying cause of the delay or non-performance; and (iii) resume performance hereunder as soon as reasonably practicable following the removal of the Force Majeure Event.

15.12. Notices. All notices hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, or (ii) two business days after sending by email. Emails to Us shall be directed to Founder at (tom@mvpr.io), and e-mails to You shall be addressed to the administrative contact designated in Your Order. Notices relating to a party's indemnity obligations must be sent by registered mail and email.

15.13. Surviving Provisions. The terms which by their nature are intended to survive termination or expiration of the Agreement shall survive any such termination and expiration.

15.14. Language. Regardless of any language into which this Agreement may be translated, the official, controlling, and governing version of this Agreement shall be exclusively the English language version.

Annex A Definitions

1. “Affiliate”: any entity that directly or indirectly controls, is controlled by, or is under common control with You or Us, as the case may be, but only for so long as the control exists. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests.
2. “Agreement”: these Terms and any Order between You and Us.
3. “Authorised Reseller”: a reseller, distributor or other partner authorised by MVPR to sell MVPR products or services.
4. “MVPR Materials”: any software, programs, tools, systems, data, documentation, MVPR Confidential Information, Early Adopter Features, the Services, or other materials made available by Us to You under this Agreement.
5. “MVPR Privacy Notice”: the then-current privacy notice found at https://mvpr.io/privacy-policy and incorporated herein by reference.
6. “Cloud Service”: the MVPR software-as-a-service platform hosted on Your cloud provider’s infrastructure or Our cloud provider’s infrastructure, the On-premise Component (if applicable), and the online supporting documents, but excluding Non-MVPR Applications and any links to third-party products or services contained in the Cloud Service.
7. “Confidential Information”: any information disclosed to a party by the other party concerning the business or affairs , including but not limited to information relating to the operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information of such party which: a) are clearly identified as “Confidential” or “Proprietary” or are marked with a similar legend; b) are identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within a reasonable period of time after disclosure; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. Confidential Information excludes information collected, processed, or disclosed pursuant to the terms this Agreement and that has been aggregated and anonymized in accordance herewith. For purposes of this definition, references to a “party” shall include such party’s Representatives.
8. “Customer Data”: the (i) data and information provided by You to Us and/or inputted, uploaded and/or shared by You, Your Users or Us on Your behalf, for the purpose of using the Cloud Service or facilitating Your use of the Services, or (ii) data You collect and process through Your use of the Cloud Service.
9. “Customer Materials”: any materials, data, information, software, equipment or other resources owned by or licensed to You and made available to Us pursuant to facilitating Your use of the Services, including Customer Data and Output.
10. “Data Processing Agreement”: the then-current Data Processing Agreement (including its supplements and annexes) in effect as of the effective date of Your Initial Subscription Term and each subsequent Renewal Term (as applicable) found at https://mvpr.io/privacy-policy and incorporated herein by reference.
11. “Data Protection Laws”: all applicable laws, rules, regulations, decrees, or other enactments, orders, mandates, or resolutions relating to privacy, data security, and/or data protection, and any implementing, derivative or related legislation, rule, and regulation as amended, extended, repealed and replaced, or re-enacted, as well as any applicable industry self-regulatory programs related to the collection, use, disclosure, and security of Personal Data.
12. “Early Adopter Features”: any pre-general availability products or features provided to You by Us as part of a trial or feedback initiative that are clearly designated as beta, pilot, limited release, non- production or by a similar description, as further detailed in the relevant Order or acceptance form.
13. 13.“Fees”: the fees payable by You for the Services as set out in an Order.
14. “Force Majeure Event”: acts, events, omissions or accidents beyond a party’s reasonable control, including, without limitation, strikes, industrial disputes, failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, act of terror, Internet service provider failure or delay, denial of service attack, fire, flood or storm, but excluding (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
15. “Inappropriate Content”: content which (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates or promotes illegal activity; (c) depicts sexually explicit images; (d) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or (e) causes damage or injury to any person or property.
16. “Initial Subscription Term”: the initial term of Your Subscription as agreed in the Order.
17. “Malware”: any program or device (including any software, code or file) which is intended to prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, telecommunications service, equipment or network or any other service or device, including without limitation worms, trojan horses, viruses, ransomware, trap doors and other similar malicious devices.
18. “Non-MVPR Application”: a third-party software application or functionality that interoperates with all or part of the Services. Your use of or access to Non-MVPR Applications is subject to the applicable third-party terms and conditions.

19. “On-premise Component”: on-premise software that may be provided with, and that operates in conjunction with, the Cloud Service. When made available, You may download and install the On- premise Component. You are responsible for the installation and operation of the On-premise Component, including any updates. The Service Level Agreement does not apply to On-premise Components. If and to the extent an On-premise Component is subject to third party license terms, We will make those terms available to You with the relevant On-premise Component.

20. “Order”: an ordering document, online order form or statement of work that: (i) references this Master Services Agreement and (ii) specifies the Services ordered and the Fees owed. Orders may be between You and Us or You and an Authorized Reseller.

21. “Personal Data”: any data and information relating to an identified or identifiable living individual person as defined under applicable Data Protection Laws.

22. “Professional Services”: the consulting and/or professional services related to the Services provided by Us to You as described in the applicable Order. Except as expressly agreed otherwise in an Order, Professional Services are limited to implementation and configuration support relating to the Cloud Service and shall in no event be considered a “works made for hire” engagement.

23. “Proprietary Rights”: rights in patents, utility models, trademarks, service marks, trade names, other trade- identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights, anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.

24. “Representatives”: of a party are its and its Affiliates’ employees, officers, directors, advisers, agents and subcontractors.

25. “Renewal Term”: has the meaning set out in Section 12.1.

26. “Representatives”: of a party are its and its Affiliates’ employees, directors, advisers and subcontractors.

27. “Services”: the services described in an Order or made available to You under this Agreement, including the Cloud Service, Support Services, Additional Services, Online Training Services and Professional Services, each as described in the applicable Documentation. Services exclude Non-MVPR Applications and any other third- party products or services contained in the Services.

28. “Subscription”: the subscriptions You purchase under an Order for Your use of and access to the Cloud Service in accordance with the Agreement.

29. “Subscription Term”: the Initial Subscription Term and any subsequent Renewal Terms.

30. “Support Services”: the support services, as described in the Support Services Description, that We provide to You in respect of the Cloud Service.

31. “Taxes”: any applicable sales, use, value added, duties, assessments, excise, withholding or other taxes assessable by any jurisdiction whatsoever based on the applicable Order.

32. “Terms”: this MVPR Master Services Agreement.

33. “User”: those employees, agents and independent contractors of Yours or Your Affiliates who are authorized by You to access and use the Cloud Service in accordance with the Agreement, and to whom You have supplied a user identification and password (if applicable).

34. “We”, “Us”, “Our” or “MVPR”: the MV Public Relations Ltd entity entering into the applicable Order with You.

35. “You” or “Your”: the company or other legal entity that enters into the applicable Order with MV Public Relations Ltd.