Terms of Use

These Terms of Use ("**Terms**") govern access to and use of the Services and sets forth the terms and conditions under which nZero, Inc., a Delaware corporation with offices located at 50 South Virginia Street, PO Box 388, Reno, NV 89501 ("**Provider**" or "**we**") agrees to provide the Services and Documentation to a customer ("**Customer**" or "**you**") in connection with an agreed-upon and executed Order Form. These Terms govern all executed Order Forms between Provider and Customer, including any additions to or modifications of such Order Forms.

1. <u>Definitions</u>. Capitalized terms used in these Terms shall have the meanings ascribed to them in **Exhibit A** or within these Terms.

Access and Use.

- (a) <u>Subscription</u>. Subject to and conditioned on your payment of Fees (as defined in Section 4), execution of an Order Form, and compliance with the terms and conditions of these Terms, Provider hereby grants you a non-exclusive, non-transferable subscription to the Services and the Documentation during the Term (as defined in Section 11) solely in connection with your use of the Services. The foregoing grants are limited to your internal business purposes. Such internal business purposes do not include use by any parent, subsidiary, or affiliate of Customer, or any third party, and Customer shall not permit any such use. Provider shall provide to you the necessary passwords and network links or connections to allow you to access the Services. The scope of your access to, and use of, the Services will be further prescribed in an Order Form.
- (b) <u>Use Restrictions</u>. Your use of the Services and Documentation is on a subscription basis only. You shall not use the Services for any purposes beyond the scope of the access granted in these Terms. You shall not at any time, directly or indirectly, permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- (c) <u>Reservation of Rights</u>. Provider reserves all right, title and interest not expressly granted to you in these Terms. Except for the limited rights and subscriptions expressly provided under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.
- (d) <u>Suspension</u>. Notwithstanding anything to the contrary in these Terms, Provider may temporarily suspend your and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) your or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) you, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, you have ceased to continue your business in the ordinary course, made an assignment for the

benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to you or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable you to access the Services; or (iii) in accordance with Section 4(a)(ii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension. A Service Suspension shall not act as a waiver of Provider's right to terminate a Customer's access to the Services for any action described in this section that meets the requirements of Section 11(b). Customer's responsibility to pay Fees under these Terms and any applicable Order Form shall be suspended for the duration of a Service Suspension only under subsection (ii) of this Section 2(d). For all other Service Suspensions, Customer remains responsible for all Fees up to and including the date Provider terminates Customer's access to the Services.

- (e) <u>Aggregated Statistics</u>. Notwithstanding anything to the contrary in these Terms, Provider may collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You acknowledge that Provider may compile Aggregated Statistics based on Customer Data input into the Services, and Customer hereby grants to Provider a royalty-free, non-exclusive, irrevocable, worldwide license to use Customer Data solely as a component of Aggregated Statistics. For the avoidance of doubt, Provider may use Aggregated Statistics at Provider's discretion as long as such Customer Data remains encrypted, anonymized and contained within Aggregated Statistics.
- 3. <u>Customer Responsibilities</u>. Customer is responsible and liable for all Customer Data and all uses of the Services and Documentation resulting from access provided by Provider, directly or indirectly, whether such access or use is permitted by or in violation of these Terms. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Terms if taken by Customer will be deemed a breach of these Terms by Customer.

4. <u>Fees and Payment.</u>

- (a) Customer shall pay Provider the fees ("Fees") as set forth in your Order Form without offset or deduction. The Fees include both a one-time up-front payment for Onboarding Services (as defined in your Order Form) and annual recurring fees ("Recurring Fees"). Customer shall make all payments hereunder in US dollars on or before the due date set forth in your Order Form. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments, including attorneys' fees, court costs, and collection agency fees; and (ii) if such failure continues for five (5) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. All Fees and other amounts payable by Customer are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder.
- (b) Unless otherwise provided in your Order Form, the Recurring Fees shall automatically increase by 3% per year.

5. Confidential Information.

- (a) Except as otherwise expressly permitted in writing by the Disclosing Party, Confidential Information will be used by the Receiving Party solely for the purpose of performing its duties under these Terms and as required for its administration. The Receiving Party will maintain Confidential Information in confidence and not disclose Confidential Information except as required by applicable law, regulation, or legal process, and except that the Receiving Party may disclose Confidential Information to its employees, contractors, lawyers, accountants or other business professionals needing to know such Confidential Information for the Receiving Party's performance under these Terms or its administration, so long as any person or entity to whom Confidential Information is disclosed is bound by law or written agreement to maintain such information in confidence under terms at least as stringent as those applicable to the Receiving Party in this Section.
- (b) The Receiving Party will exercise the same degree of care for Confidential Information as it normally takes to preserve its own confidential or proprietary information, but in any event at least a reasonable degree of care. Without limiting the foregoing, the Receiving Party will take such actions to cause its employees, agents, advisors and subcontractors to comply in all respects with these confidentiality provisions as it normally takes with respect to its own confidential or proprietary information. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it will promptly notify the Disclosing Party in writing so that the Disclosing Party may at its own expense seek a protective order or other appropriate remedy, and the Receiving Party will provide reasonable assistance to any efforts of the Disclosing Party to seek such order or remedy.
- (c) Upon written request from the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party all Confidential Information, and destroy or return to the Disclosing Party all Confidential Information in electronic or hard copy. The provisions of this Section shall survive the termination or expiration of all Order Forms but lapse seven (7) years after disclosure.
- (d) Notwithstanding the provisions of Sections 9 and 10 of these Terms, in the event of a breach of the provisions of this Section 5, the parties agree that the Disclosing Party may suffer irreparable damage for which monetary compensation is insufficient and, as such, the Disclosing Party may seek any available remedy at law or in equity, including seeking an injunction or temporary restraining order against the Receiving Party for improper disclosure of Confidential Information.

6. <u>Intellectual Property Ownership; Feedback.</u>

- (a) <u>Provider IP</u>. You acknowledge that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.
- (b) <u>Customer Data</u>. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data and Provider shall at all times keep Customer Data confidential. In addition to the license granted in Section 2(e), you hereby grant to Provider a non-exclusive, royalty-free, worldwide license to host, copy, transmit, reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data, solely as may be necessary for Provider to provide the Services to Customer and subject to the confidentiality

restrictions in this section and in Section 5. This license grant includes the ability of Provider to acquire Customer Data from third party services that have confidentiality obligations at least as restrictive as those in this Agreement.

- (c) Feedback. If you or any of your employees or contractors send or transmit any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. You hereby assign to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.
- (d) <u>Marketing</u>. Customer grants Provider the limited right to use Customer's name and any trademarks or logos associated with Customer on Provider's website and in Provider's marketing materials for so long as Customer remains a customer of Provider. This limited grant of use does not grant Provider any ownership rights in Customer's intellectual property.
- 7. Warranty Disclaimer. THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
- Data Privacy and Security. Provider takes reasonable administrative, technical and physical safeguards to protect Customer's information. Customer acknowledges and understands that, for purposes of data privacy protections, Provider collects the following personal information from the Customer: first and last name, email address, and phone number. All other information collected is usage information and is de-identified or anonymized so that it is not associated with any particular user/individual/customer. Further, the personal data Provider collects from Customer is limited to information about individuals who are acting in commercial and/or employment contexts only. Provider does not: (1) collect or use any of Customer's information for targeted advertising; (2) sell, lease or rent Customer's personal information; or (3) use Customer's personal information for profiling. As such, none of the personal information Provider collects is subject to any United States data breach notification laws or any United States consumer privacy laws, including, but not limited to: the California Customer Privacy Act, the California Privacy Rights Act, the Colorado Privacy Act, Customer Protection Act, the Nebraska Consumer Data Privacy Act, the Nevada Privacy Law, the New York Privacy Act, the Texas Consumer Privacy Act, the Virginia Consumer Data Protection Act., etc. If provision of the Services requires transfer of any personal information outside of the United Kingdom, European Union, the European Economic Area, or Switzerland, Provider and Customer shall comply with all applicable requirements of the European Union's General Data Protection Regulation ("GDPR") or the United Kingdom GDPR as set out in section 3 or the European Union (Withdrawal) Act of 2018, as the case may be. The GDPR Standard Contractual Clauses of the Transfer of Personal Data to Third Countries

Pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council are hereby incorporated into these Terms by reference where necessary. To the extent Provider shares Customer's information to have another entity process it, Provider will maintain a written contract with said data processor to govern how the processes shall process the Customer Data as required by applicable law. Further, Provider does not collect Customer's information for commercial purposes as Provider only uses information Provider collects from Customer to conduct internal purposes, for research and development, and analysis and analytic purposes. To the extent Provider's data collection, sharing, and/or use practices do implicate regulation under any data privacy and/or data consumer privacy law or regulation, Provider shall comply. For more information about Provider's data collection and privacy practices, see Provider's Privacy Policy.

9. Indemnification.

- (a) Provider Indemnification. Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services infringe or misappropriate such third party's United States intellectual property rights. If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate its provision of Services, in their entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 9(a) will not apply to the extent that the alleged infringement arises from: (iii) use of Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (iv) modifications to the Services not made by Provider; or (v) Customer Data.
- (b) <u>Customer Indemnification</u>. Customer shall indemnify, defend, and hold harmless Provider from and against any Losses resulting from any Third-Party Claim: (i) based on Provider's access and acquisition of Customer Data in compliance with this Agreement or other authorization by Customer; or (ii) that the Customer Data infringes or misappropriates such third party's United States intellectual property rights. Customer shall further indemnify, defend, and hold harmless Provider from and against any Losses resulting from and any Third-Party Claims based on Customer's or any Authorized User's (iii) negligence or willful misconduct; (iv) use of the Services in a manner not authorized by these Terms; (v) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (vi) provision of third-party software or applications to Provider without necessary authorization from such third party; or (vii) modifications to the Services not made by Provider.
- (c) <u>Sole Remedy</u>. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
- 10. <u>Limitations of Liability</u>. EXCEPT FOR BREACHES UNDER PARAGRAPH 5 OR CLAIMS FOR INDEMNIFICATION UNDER PARAGRAPH 9, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR

ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT FOR BREACHES UNDER PARAGRAPH 5 OR CLAIMS FOR INDEMNIFICATION UNDER PARAGRAPH 9, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER ALL ORDER FORMS IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

- (a) <u>Term.</u> These Terms are in effect beginning on the first date Customer executes an Order Form and will remain in effect until the Customer has no open Order Forms.
- (b) <u>Termination</u>. In addition to any other express termination right set forth in these Terms:
 - (i) Provider may terminate its provision of Services, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than five (5) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(b);
 - (ii) either party may terminate one or more open affected Order Forms, effective on written notice to the other party, if the other party materially breaches these Terms, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; or
 - (iii) either party may terminate all open Order Forms, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (c) <u>Effect of Expiration or Termination</u>. Upon expiration or earlier termination of all open Order Forms, Customer shall immediately discontinue use of the Services. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination.
- (d) <u>Survival</u>. The provisions of these Terms that, by their nature, survive their expiration or termination shall so survive.

12. <u>Arbitration</u>. Any dispute arising from or relating to these Terms shall be arbitrated in Washoe County, Nevada. The arbitration shall be conducted in conformance with the Nevada Arbitration Act. Judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing Party in any dispute arising out of these Terms shall be entitled to its actual attorneys' fees and costs.

13. Miscellaneous.

- (a) <u>Modifications</u>. Provider may modify these terms by posting an amended version on its website and sending Customer written notice thereof. Such amendment will become effective 30 days after such notice unless Customer provides Provider with written notice of its rejection of the modifications within such 30-day period, in which case the previous Terms shall continue to govern Customer's use of the Services. Customer's continued use of the Services after such 30-day notice period will confirm Customer's consent to such amendment. These Terms may not be amended in any other way except through a written agreement by authorized representatives of each party.
- (b) Force Majeure. In no event shall either party be liable to the other party, or be deemed to have breached these Terms, for any failure or delay in performing its obligations under these Terms, other than the obligation to pay money, if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo (collectively, each a "Force Majeure Event"). The party subject to the Force Majeure Event shall provide the other party prompt written notice describing the particulars of the Force Majeure Event and shall proceed with all reasonable diligence to remedy its inability to perform.
- (c) <u>Governing Law</u>. These Terms are governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Nevada.
- Miscellaneous. These Terms, along with all open Order Forms, constitute the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of a conflict between these Terms and your Order Form, these Terms will prevail unless your Order Form references the specific sections of these Terms over which it prevails. Any notices to us must be sent either (i) electronically to the primary contact identified in your Order Form, with a copy to legal@nzero.com, or (ii) to our address set forth above and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure by either party to act with respect to a breach of these Terms does not constitute a waiver and will

not limit the other party's rights with respect to such breach or any subsequent breaches. A party's rights and obligations under any Order Form may not be assigned or transferred by either party without the other party's prior written consent, provided that either party may assign such rights and obligations to an entity acquiring all or substantially all of the assigning party's assets and liabilities. Unless expressly provided in these Terms, nothing herein is intended or shall be construed to confer any benefit upon a third party. These Terms shall not be interpreted to create an association, joint venture, or partnership between the parties nor to impose any partnership obligation or liability upon either party. Unless expressly provided herein, neither party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other party.

EXHIBIT A

- "Aggregated Statistics" means combinations of Customer Data with Provider data sets, as well as data and information related to Customer's use of the Services that is used by Provider in an aggregated and anonymized manner.
- "Authorized User" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to these Terms and (ii) for whom access to the Services has been purchased hereunder.
- "Confidential Information" means any information about a party's business affairs, goods and services, and materials comprising or relating to intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether oral or written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" which one party ("Disclosing Party") provides to the other party ("Receiving Party") in the course of the work under these Terms. Confidential Information does not include any information that is or becomes publicly available without breach of these Terms by the Receiving Party, is independently developed by the Receiving Party without reference to any Confidential Information or is rightfully received by the Receiving Party from a third party without an obligation of confidentiality, or can be demonstrated already to have been known by the Receiving Party at the time of receipt from the Disclosing Party. Customer Data is Confidential Information, but Aggregated Statistics are not Confidential Information.
- "Customer Data" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.
- "Documentation" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services.
- "Order Form" means the document or documents that describe the scope of the Services to which Customer subscribes and the Fees for such Services and related offerings, and incorporates any associated statements of work.
- "Provider IP" means all intellectual property, trade secrets, and other proprietary information underlying and supporting the Services and the Documentation, regardless of whether such information is formally protected by patent, trademark, or other designation of intellectual property rights. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.
- "Services" means all subscriptions and service offerings described in an Order Form.