Showpad Master Subscription Agreement

This Master Subscription Agreement ("MSA") governs the procurement of Showpad Products and Services as set forth in the Sales Order (or other ordering document) which references this MSA. This MSA may govern multiple Sales Orders between Showpad and Customer (including between their Affiliates).

1. **Products and Services.**

   1.1. **Description**. The Products and Services include a marketing and sales software solution consisting of: (i) a cloud-based back-end which stores, analyzes, manages, distributes, and processes Customer Data; and (ii) front-end clients (e.g. mobile applications, web-Interface, plugins, system connectors) which allow for the retrieval, presentation, distribution, and management of the Customer Data and related analytics. Details about current features and functionality are described in the Documentation.

   1.2. **Future Functionality, Modifications, and Enhancements**. Customer's procurement is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Showpad regarding future functionality or features. The Products and Services are regularly updated and enhanced using a continuous delivery model during the Subscription Term. In some cases Showpad may deprecate, diminish, or remove certain features and functionality. If Showpad determines that any such change is likely to have a materially adverse impact on Customer's use of the Products and Services, Showpad will provide notice of such change. If Customer does not accept such change, Customer must notify Showpad within thirty (30) calendar days, and the Parties will attempt to negotiate an amicable resolution in good faith. Failure to notify Showpad will be deemed agreement to such change.

   1.3. **Professional Services**. If Customer procures Professional Services from Showpad, the specific details of the Professional Services will be described on the Sales Order on a per-project basis. Showpad does not provide any custom deliverables or services under the Agreement which would qualify as work-made-for-hire. Professional Services are not subject to any acceptance procedure. Professional Services will be performed remotely unless otherwise specified, in which case, Customer will be invoiced at cost for reasonable travel, hotel, and out-of-pocket expenses properly incurred by Showpad in connection with the Professional Services.

   1.4. **Technical Support Services**. Showpad's standard technical support services are included at no additional charge during the Subscription Term. Access to email technical support is provided to Customer's designated support administrators (up to 3) during normal business hours (Mon - Fri, 8am - 5pm in Customer's timezone). Access to online support resources (help.showpad.com) are available 24x7x365 to all Authorized Users.

   1.5. **Feedback and Usage Analytics**. Customer may provide feedback to Showpad about the Products and Services (e.g. technical support input, suggestions, or enhancement requests) and generate usage analytics (e.g. non-personal technical data and metadata from the Products and Services). Showpad may develop, modify, and improve the Products and Services based on Customer's feedback and usage analytics. Customer grants to Showpad a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit such feedback and usage analytics without restriction.

2. **License Grant and Restrictions.**

   2.1. **License Grant and Reservation of Rights**. Subject to ongoing compliance with the Agreement, Showpad grants Customer a non-exclusive and non-transferable license during the Subscription Term to permit Authorized Users to access, install, implement, and use the Products and Services solely for Customer's direct beneficial business purposes. Customer's rights to use the Products and Services, are limited to those expressly set forth in the Agreement, including limitations based on license type set forth in the Sales Order. Showpad retains all right, title, and interest in and to the Products and Services and all related intellectual property rights, including without limitation any modifications, updates, customizations, apps, or other add-ons.

   2.2. **Restrictions and Acceptable Use**. Except as explicitly permitted under the Agreement, Customer must not do any of the following with the Products and Services: (i) use in violation of any applicable law or regulation; (ii) use in a manner that would cause a material risk to the security or operations of Showpad or any of its other customers; (iii) disassemble, decompile, or reverse engineer; (iv) redistribute, republish, sell, rent, lease, host, sub-license, or permit usage on a time-sharing basis as part of a hosted service or on behalf of any third party; (v) remove, obscure, or alter any proprietary notices; or (vi) circumvent, disable, or stress test any security or other technological features.

   2.3. **Authorized Users**. Access to the Products and Services is limited to Authorized Users, and must not exceed the number of users specified in the Sales Order. Authorized User accounts may be reassigned by the Customer, but accounts must not be shared among multiple users. The Products and Services may not be accessed from more than five (5) unique devices per Authorized User. Customer agrees to: (i) supervise and monitor Authorized Users' use of the Products and Services; (ii) promptly report to Showpad any violation of the Agreement by its Authorized Users; (iii) immediately disable access for any user violating the Agreement; and (iv) ensure that no false or misleading personal information is used to create user accounts.

3. **Customer Data, Privacy, and Security.**

   3.1. **Ownership and Permitted Use**. As between Showpad and Customer, all Customer Data is Customer's property. Customer grants Showpad a non-exclusive, worldwide, royalty-free license to process, reproduce, display, copy, communicate, and otherwise use Customer Data solely (i) to the extent necessary to perform its obligations or enforce its rights under the Agreement, or (ii) where required or authorized by law.

   3.2. **Security**. Showpad will establish and maintain appropriate administrative, technical, and physical safeguards and controls to: (i) ensure the ongoing confidentiality, integrity, availability, and resilience of the Products and Services and Customer Data ; (ii) restore the availability and access to Customer Data data in a timely manner in the event of a physical or technical incident; (iii) have in place the process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing through the Products and Services.

   3.3. **Compliance with Privacy Laws**. Showpad will comply with applicable privacy and data protection laws governing its processing and storage of Customer Data in connection with its role as described in the Agreement. The Showpad Privacy Policy applies to the Agreement, and is incorporated by reference. If Customer's use of the Products and Services requires the Customer to enter into a data processing agreement, the Showpad DPA will be incorporated into the Agreement upon execution and submission by Customer.

   3.4. **Customer Responsibility and Obligations Regarding Customer Data**.

   3.4.1. Customer acknowledges and agrees that the Products and Services are not designed to serve as master storage of Customer

Data, and Customer is responsible for ensuring that master copies of the Customer Data are stored in a separate system.

3.4.2. Customer retains complete control over the installation, configuration, and usage of the Products and Services, and Showpad will not be responsible or liable for any deletion, corruption, damage, destruction, or unintended exposure of Customer Data due solely to acts or omissions of Customer.

3.4.3. Customer is responsible for ensuring that Customer Data does not violate the Agreement, third-party intellectual property rights, or applicable laws and regulations (including illegal, harmful, offensive, defamatory, misleading, obscene, or abusive material), and Customer will take reasonable steps to identify and promptly remove any such Customer Data.

3.4.4. Customer represents and warrants that Customer Data will not include any Sensitive Personal Information, and that all collection, transfer, and use of any Personal Data in connection with the products and Services will comply with all applicable privacy laws, regulations, self-regulatory guidelines (including proper disclosure via Customer's privacy policy and receipt of all consents required to process any Personal Data with the Products and Services).

4. **Fees, Payments, & Taxes.**

4.1. **Payments and Fees**. Customer must pay the Fees according to the payment terms in the Sales Order in the currency stated. All invoices will only be delivered electronically. Customer is responsible for maintaining complete and accurate billing and contact information within the billing center of the product. Customer agrees to provide clear indication with its payment as to which invoices (or portions thereof) the payment should be applied. Alternatively, these payment details can be emailed to Billing@Showpad.com no later than the date of payment.

4.2. **Failure to Pay**. If Customer fails to pay any amount due under the Agreement according to the payment terms in the Sales Order, Showpad will send Customer a reminder notice. If Customer fails to pay within 15 days of the date of the reminder notice, Showpad may, in its sole discretion, suspend or restrict the Products and Services. Showpad may charge interest at a monthly rate equal to the lesser of 1% per month or the maximum rate permitted by applicable law on any overdue fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full.

4.3. **Disputes**. If Customer believes that Showpad has incorrectly billed Customer, Customer must contact Showpad in writing within 30 days of the invoice date, specifying the error. Customer is not entitled to offset or deduct any amounts from Showpad's invoice unless (i) Customer has properly notified Showpad of the dispute, (ii) the dispute is made in good faith, and (iii) Showpad has approved a payment limited to the undisputed amounts.

4.4. **Taxes**. The fees stated in a Sales Order do not include Taxes. Customer is responsible for paying all applicable Taxes. If Showpad determines that Showpad has the legal obligation to pay or collect Taxes, Showpad will add such Taxes to the applicable invoice and Customer will be obligated to pay such Taxes, unless Customer provides Showpad with a valid tax exemption certificate from the appropriate taxing authority. If a taxing authority subsequently pursues Showpad for unpaid Taxes for which Customer is responsible under the Agreement and which Customer did not pay to Showpad, Showpad may invoice Customer and Customer will be obligated to pay such Taxes to Showpad or directly to the taxing authority, plus all applicable interest, penalties, and fees.

5. **Indemnification.**

5.1. **Showpad Obligations**. Showpad will (i) defend at its expense, and (ii) pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Showpad) for third-party Claims alleging the following:

5.1.1. The Products and Services directly infringe the third party's patent, copyright, or trademark; or Showpad has misappropriated the third party's trade secret.

5.1.2. A breach by Showpad of its obligations under applicable data protection laws and regulations, not caused by Customer's own acts or omissions.

5.2. **Customer Obligations**. Customer will (i) defend at its expense, and (ii) pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Customer) for third-party Claims alleging the following:

5.2.1. A breach by Customer of its obligations under applicable data protection laws and regulations, including failure to comply with its own data privacy policy and the terms of the Agreement.

5.2.2. The Customer Data infringes the third party's patent, copyright, trademark, or other intellectual property right.

5.2.3. Customer's use of the Products and Services in violation of law or this Agreement has harmed the third party.

5.3. **Conditions**. The indemnification obligations under this article are subject to the indemnified party (i) promptly giving written notice of the Claim to the indemnifying party, (ii) giving the indemnifying party sole control of the defense, negotiation, and settlement of the indemnified portion of the Claim, (iii) providing the indemnifying party with all reasonable assistance required to effectively defend the Claim.

5.4. **IP Exceptions**. Neither party will have any indemnification obligation or liability regarding a third-party intellectual property infringement Claim when the infringement was caused by: (i) a combination of the Products and Services with any component not supplied by Showpad, or with a third-party component activated at the sole risk of Customer; (ii) unauthorized alteration or modification of the Products and Services by anyone other than Showpad, or (iii) failure by Customer to use the latest version of the Products and Services as requested by Showpad.

5.5. **IP Remedies**. In the defense or settlement of any third-party intellectual property infringement Claim, Showpad may, at its sole option and expense: (i) procure for Customer a license to continue using the Products and Services in the same manner as antiquated by the Agreement; (ii) replace or modify the allegedly infringing Products and Services to avoid the infringement; or (iii) terminate Customer's license and access to the Products and Services (or its infringing part) and refund any prepaid unused Fees as of the date of termination. The remedies and obligations in this section of the Agreement are Showpad's sole and exclusive remedies and liability regarding the subject matter giving rise to any third-party intellectual property infringement Claim.

5.6. **Data Privacy Exceptions**. Neither party will have any indemnification obligation or liability regarding a third-party data security and privacy Claim when acts or omissions of the indemnified Party impedes or prevents the indemnifying Party's ability to meet its data security and privacy obligations under the Agreement.

6. **Limitation of Liability.**

6.1. **Disclaimer of Indirect Damages**. To the extent permitted by law, neither Party will, under any circumstances, be liable to the other Party or to any third party for indirect, consequential, incidental, special, or exemplary damages, or for lost profits or loss of business arising out of or related to the Agreement, even if the Party is apprised of the likelihood of such damages occurring.

6.2. **Cap on Liability**. To the extent permitted by law, under no circumstances will either Party's total liability of all kinds arising out of or related to the Agreement, regardless of the forum and regardless of whether any action or claim is based on contract, tort, or otherwise, exceed the total amounts paid by Customer under the Agreement during the 12 months immediately preceding the date of the event giving rise to the Claim. However, the limitations in the preceding sentence will not

limit: (i) the indemnification obligations of either Party, (ii) the liability of either Party for misappropriating the other Party's intellectual property (including violation of the license grant and restrictions), or (iii) the obligation of Customer to pay the Fees due under the Agreement.

6.3.   **Third-Party Products**. This MSA does not govern Customer's use of Third-Party Products used in connection with the Products and Services. Third-Party Products are governed solely by the terms and conditions between Customer and the Third-Party Product developer. Showpad does not make any commitments or claims regarding security, confidentiality, or performance of an Third-Party Products, and specifically disclaims any liability regarding Third-Party Products. Customer acknowledges and accepts that Third-Party Products: (i) are activated and used at the sole risk of Customer; (ii) not warranted, supported, or endorsed by Showpad; and (iii) may degrade the performance the Products and Services beyond Showpad's reasonable control. To the extent any Third-Party Product accesses, processes, or gathers Personal Data, the applicable third party is Customer's direct data processor, and is not acting as a data sub-processor of Showpad.

7.   **Term and Termination.**

7.1.   **Term**. The Subscription Term is set forth in the applicable Sales Order. This Master Subscription Agreement will apply to each Sales Order in which it is incorporated until the expiration of the Subscription Term, as modified by any applicable extension or early termination.

7.2.   **Termination for Cause**.

7.2.1. If either Party commits a material breach of the Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate the Agreement, in whole or in part.

7.2.2. If a Party is in breach of the license grant, the non-breaching Party may terminate the Agreement, in whole or in part, immediately by giving the breaching Party written notice of the breach.

7.2.3. In the event a Party learns the other Party is subject to an insolvency event (e.g. failing to pay its obligations as they arise, being declared bankrupt, or commencing proceedings under any law providing debt relief to the Party) the Party that is not the subject of the insolvency event may terminate the Agreement immediately upon notice to the Party that is the subject of the insolvency event.

7.3.   **Suspension**. Showpad may, without limitation to any other rights or remedies, temporarily suspend access to the Products and Services if: (i) Customer's payment of Fees is more than thirty (30) days overdue (except for charges subject to a good faith dispute); or (ii) Customer's use of Products and Services poses a security risk or may adversely impact Showpad's systems. Whenever commercially reasonable, Showpad will provide advance notice to Customer of its intent to suspend access and provide alternative resolutions.

7.4.   **Effect of Termination or Expiration**.

7.4.1. All access to and use of the Products and Services must immediately cease upon termination or expiration.

7.4.2. If the Agreement is terminated for any reason other than Showpad's uncured material breach, Customer will be responsible for Fees covering the remainder of the then-current term.

7.4.3. If the Agreement is terminated for Showpad's uncured material breach, Showpad will provide Customer a pro-rata refund of all prepaid but unused Fees.

7.4.4. Each Party will return to the other Party or destroy all materials containing or reflecting any of the other Party's Confidential Information. Customer Data will be purged from Showpad systems in accordance with its internal data retention policies.

7.4.5. Showpad is not be obligated to retain any Customer Data for longer than thirty (30) calendar days after the applicable Subscription Term. During such period, Customer will be able to retrieve all Customer Data in its native format, and usage analytics from the Products and Services.

7.5.   **Survival**. The termination or expiration of the Agreement will not affect any provisions of the Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, payment obligations, confidentiality, term and termination, effect of termination, intellectual property, license compliance, limitation of liability, privacy, content monitoring, and the "General Provisions" section in this MSA.

8.   **Warranties, Disclaimers, and Remedies.**

8.1.   **Products and Services**. Showpad warrants that the Products and Services as delivered to Customer will materially conform to the Documentation and specifications set forth in the applicable Sales Order. Showpad further warrants that Showpad will perform Professional Services in a professional and workmanlike manner. Customer must notify Showpad of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appears.

8.2.   **Remedies**. To the extent permitted by law, Customer's sole and exclusive remedy arising out of or in connection with a breach of warranty is limited to replacement of the non-conforming Products and Services or re-performance of the Professional Service, as applicable. If in Showpad's sole discretion replacement or re-performance is not commercially reasonable, Showpad may terminate the applicable portion of the Sales Order and provide a refund of any prepaid unused fees for the applicable Product and Services.

8.3.   **Implied Warranties**. To the maximum extent permitted by law and except for the express warranties in this section, Showpad provides the Products and Services on an "as-is" basis. Showpad disclaims and makes no other representation or warranty of any kind, express, implied, or statutory (including claims about merchantability, title, non-infringement, accuracy, or fitness for a particular purpose). Customer acknowledges that (i) Showpad does not control Customer equipment or the transfer of data over communication networks, facilities, and devices (including the Internet); (ii) the Products and Services may be subject to limitations, interruptions, delays, cancellations, and other problems inherent in the use of such communications networks, facilities, and devices; and (iii) Customer is wholly responsible to install appropriate security updates and patches. Showpad is not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage resulting from these things.

9.   **Confidentiality.**

9.1.   **Use and Protection**. The receiving Party will only use Confidential Information for the purposes of the Agreement and will not reproduce, disseminate, or disclose Confidential Information to any person, except to its employees and authorized representatives (e.g. temporary employees, consultants, and contractors) who need to know the Confidential Information for the purposes of the Agreement and are bound by confidentiality obligations at least as restrictive as those in this section. The receiving Party will treat Confidential Information with the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care. The obligations in this section survive for three (3) years following expiration or termination of the Agreement.

9.2.   **Permitted Disclosure**. The receiving Party may disclose Confidential Information: (i) as approved in a writing signed by the disclosing Party; (ii) as necessary to comply with any law or valid order of a court or other governmental body; or (iii) as necessary to establish the rights of either Party, but in the case of (ii) and (iii), only if the receiving Party promptly notifies the disclosing Party of the details of the required disclosure and gives the disclosing Party all assistance reasonably required by the disclosing Party to enable the disclosing Party to take

available steps to prevent the disclosure or to ensure that disclosure occurs subject to an appropriate obligation of confidence.

10. **General Provisions.**

10.1. **Relationship**. Showpad will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of the Agreement. the Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary relationship between the Parties.

10.2. **Notices**. Any notice given under the Agreement must be in writing and delivered by email to the following addresses (or alternative addresses provided in writing by each Party): Legal.Notifications@Showpad.com (to Showpad); the primary billing email address set forth in the Sales Order (to Customer). All notices will be deemed to have been delivered the second business day after sending by email.

10.3. **Waiver, Modification**. No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies. The Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the Parties.

10.4. **Severability**. If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid, the provision may be interpreted by the court so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining portions of the Agreement will remain in full force and effect.

10.5. **Independent Allocations of Risk**. Each provision of the Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of the Agreement between the Parties. This allocation is reflected in the pricing offered by Showpad to Customer and is an essential element of the basis of the bargain between the Parties.

10.6. **Assignment**. Neither party may assign any of its rights or obligations under the Agreement without the prior written consent of the other Party (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either Party may assign the Agreement in its entirety (including all rights and obligations) without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any purported assignment violation of this section will be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

10.7. **Force Majeure**. Neither Party will be liable for, or be considered to be in breach of the Agreement on account of any delay or failure to perform as required by the Agreement as a result of any unforeseeable or exceptional situation beyond its reasonable control, so long as the non-performing Party (i) did not cause such situation by its own negligent acts or omissions, and (ii) exercised all due diligence and used commercially reasonable efforts to avoid such situation and mitigate the impact.

10.8. **No Third-Party Beneficiaries**. There are no third-party beneficiaries to the Agreement, including, without limitation, Permitted Third Parties or Authorized Users.

10.9. **Entire Agreement**. the Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the subject matter.

10.10. **Customer's Purchase Order**. Any terms or conditions in Customer's purchase order or any other related documents submitted by or on behalf of Customer to Showpad do not form part of the Agreement

and are void, unless otherwise expressly agreed in writing and signed by the Parties.

10.11. **Counterparts**. The Agreement (or a component) may be executed in counterparts, which taken together will form one legal instrument.

10.12. **Trade Rules**. Customer acknowledges that the Products and Services may be subject to the trade control laws and regulations of the United States and other national governments, and Customer agrees to comply with them.

10.13. **Anti-Corruption**. Customer acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Showpad's employees or agents in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Showpad of such violation.

10.14. **U.S. Government Licensing**. For US Government end users: Customer acknowledges that Products and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items; and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

10.15. **Governing Law, Venue, and Disputes**. The Agreement is governed by and construed under the laws of Belgium (for Agreements with Showpad NV) or the laws state of Illinois (for Agreements with Showpad, Inc.) without regard to any conflict of law rules or principles, and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods. The Parties irrevocably submit to the exclusive jurisdiction of the courts of competent jurisdiction in Ghent, Belgium (for Agreements with Showpad NV) or Cook County, IL (for Agreements with Showpad Inc.). Parties will first try to settle any dispute between them amicably in good-faith negotiations prior to seeking enforcement from a court.

10.16. **General**. Where relevant, a reference in the Agreement to Customer should be construed as equally including a reference to Customer's Authorized Users and Affiliates. Similarly, a reference in the Agreement to Showpad should be construed as equally including a reference to Showpad's Affiliates. Any obligation in the Agreement not to do something includes an obligation not to support or allow that thing to be done.

11. **Definitions.**

11.1. "**Affiliate(s)**" means, for a Party, any other entity that controls, is controlled by, or under common control with, the Party. For the purposes of this definition, the term "control" means the direct or indirect power to direct the affairs of an entity through at least 50% of the shares, voting rights, participation, or economic interest in such entity.

11.2. "**Agreement**" means the applicable Sales Order and this Master Subscription Agreement (including all exhibits, addenda, and amendments which are properly attached or incorporated by reference).

11.3. "**Authorized User(s)**" means employees of Customer or its Affiliates or a Permitted Third Party for whom Customer has provided details and created a unique username and password under Customer's Showpad account.

11.4. "**Claim**" means a claim, demand, action, or legal proceeding filed against a Party.

11.5. "**Confidential Information**" non-public or proprietary information about the disclosing Party's business (including copies, summaries, and extracts) which is (i) disclosed in tangible form and is identified in writing as confidential at the time of disclosure, (ii) disclosed in non-tangible form that is unambiguously identified as confidential at the time of disclosure, and (iii) disclosed in such a manner, or of such a nature, that a reasonable person under the same circumstances would clearly understand the information to be confidential. Confidential Information does not include information that (i) is or becomes generally publicly available through no fault of the receiving Party, (ii) was known to the receiving Party, free of any confidentiality obligations, before its disclosure by the disclosing Party, (iii) becomes known to the receiving Party, free of any confidentiality obligations, from a source other than the disclosing Party, or (iv) is independently developed by the receiving Party without use of or reference to the Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession.

11.6. "**Customer Data**" means all files, content (including audio, video, text, or images), and data (including Personal Data) belonging to or controlled by the Customer which is uploaded into, or generated by the Products and Services, or otherwise provided to Showpad for processing pursuant to the Agreement.

11.7. "**Customer**" means the entity entering the Agreement with Showpad and identified in the Sales Order, including, as applicable, Customer's Affiliates.

11.8. "**Documentation**" means written technical and usage documentation about the Products and Services published by Showpad.

11.9. "**Fees**" means the fees payable for the Products and Services specified in the Sales Order.

11.10. "**Party**" means Showpad or Customer, as applicable.

11.11. "**Permitted Third Party**" means an individual or entity under contract with Customer who needs to access the Products and Services to perform its contractual obligations to Customer and who is not Showpad's competitor.

11.12. "**Personal Data**" means information, taken alone or in combination with other data, which may be used to identify, directly or indirectly, a specific individual.

11.13. "**Products and Services**" means the Showpad technology, software, and Professional Services (including any deliverables) set out in the Sales Order.

11.14. "**Professional Services**" means any consulting, training, implementation, or technical services provided by Showpad to Customer, as set out in the Sales Order.

11.15. "**Sales Order**" means the sales order form, statement of work, or other written document detailing the Products and Services being procured by Customer, and which references this MSA.

11.16. "**Sensitive Personal Information**" means information of a sensitive nature, including without limitation, personal financial and financial account information, sexual orientation, personal medical or health information, personal information of children under 13, personal education records, and social security, national identity, national insurance, and similar personal identifiers. Where specific privacy or data protection laws apply (e.g. the General Data Protection Regulation (GDPR), the Gramm-Leach-Bliley Act (GLB), Health Insurance Portability and Accountability Act of 1996 (HIPAA), US Children's Online Privacy Protection Act (COPPA), Family Educational Rights and Privacy Act (FERPA)) and those laws define Sensitive Personal Information or a similar term (e.g. "Sensitive Personal Data" or "Protected Health Information"), Sensitive Personal Information will adopt the meaning from the applicable law or regulation.

11.17. "**Showpad**" means one or both of the following: (i) If the Customer is in the North America, South America, Australia, or New Zealand – Showpad, Inc. located in Chicago, IL, US; (ii) If the Customer is anywhere else in the world – Showpad NV located in Ghent, Belgium.

1.1. "**Showpad Privacy Policy**" means the privacy policy maintained at www.showpad.com/privacy-policy, as updated from time to time.

1.2. "**Showpad DPA**" means the data processing agreement made available to Customer at www.showpad.com/dpa.

1.3. "**Subscription Term**" means the duration of the subscription for Products and Services, as stated in the Sales Order, and modified by any applicable extension or early termination.

1.4. "**Taxes**" means any local, state, provincial, federal, or foreign taxes (e.g., value-added, sales, or use taxes), or fees, duties, or other governmental charges resulting from the Agreement.

1.5. "**Third-Party Product(s)**" means any product, platform, or service not developed by Showpad which enhances, manipulates, integrates with, interacts with, interoperates with, or adds functionality to the Products and Services or Customer Data. Third-Party Products may include public APIs, stand-alone software, or hardware. Third-Party Products may be obtained directly from the developer or through a reseller. Showpad may act as a reseller for some Third-Party Products.