

New Dynamic, LLC – Web Site Terms and Conditions of Use

1. Acceptance of Terms

Acceptance of Terms. By using this Web site (the “Site”) in any way, including using, transmitting, downloading, or uploading any of the services or functionality (the “Service”) made available or enabled via the Site by Company, or merely browsing the Site, you agree to these Terms of Service and the Company Privacy Policy, which is incorporated herein by reference. You may not use the Service, or accept these Terms, if (a) you are not of legal age to form a binding contract with Company; or (b) you are prohibited by law from receiving or using the Service. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms, in which case “you” or “your” shall refer to such entity. Company makes the Service available only if you have created a Company ID and password or other log-in ID and password (“Log-In Information”). The Service may also be subject to a subscription or other agreement, posted guidelines, rules or terms of service (“Additional Terms”). If there is any conflict between these Terms and the Additional Terms, the Additional Terms take precedence in relation to the Service. These Terms, and any applicable Additional Terms, are referred to herein as the “Terms.” Company may change the Terms from time to time at its sole discretion, and if Company makes any substantial changes, we will notify you by sending you an e-mail to the last e-mail address you provided to us and/or by posting notice of the change on the Site. Any material changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site or Service. Company may require you to provide consent to the updated Terms in a specified manner before further use of the Service is permitted. Otherwise, your continued use of the Site or the Service constitutes your acceptance of the changes. Please regularly check the Site to view the then-current Terms.

YOU MAY NOT ACCESS THE SERVICES IF YOU ARE OUR COMPETITOR, EXCEPT WITH OUR PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

2. License Grant and Restrictions

(a) License Grant. Subject to the terms and conditions of this Agreement, Company grants you a non-exclusive, non-transferable license to use the Service solely for your internal business purposes during the Term.

(b) Limitations. You agree that you will not: (a) permit any party to access and/or use the Service, other than the Users authorized under this Agreement; (b) rent, lease, loan, or sell access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including without limitation, any external websites that contain Third Party Content and that are linked to via the Service; (d) reverse engineer or access the Service in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service; (e) without Company’s express written permission, introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Service; (f) perform or publish any performance or benchmark tests or analyses relating to the Service or the use thereof; or (g) cover or obscure any page or part of the Service via HTML/CSS, scripting, or any other means, if any. Except as expressly set forth herein, no express or implied license or right of any kind is granted to you regarding the Service or any part thereof.

(c) License to Company Content. Company hereby grants you a license to view, download and print Content provided by Company (“Company Content”), subject to the following conditions: (a) you may access and use the Company Content solely for informational and internal purposes, in accordance with these Terms; (b) you may not modify or alter the Company Content; (c) you may not distribute or sell, rent, lease, license or otherwise make the Company Content available to others; and (d) you may not remove any copyright or other proprietary notices contained in the Company Content. Company reserves the right to revoke the authorization to view, download and print the Company Content at any time, and any such use shall be discontinued immediately upon notice from Company. The rights specified above are not applicable to the design, layout or look and feel of the Site. Such elements of the Site are protected by Intellectual Property Rights and may not be copied or imitated in whole or in part. No mark, graphic, sound or image from the Site may be copied or retransmitted unless expressly permitted

by Company.

(d) Usernames and Passwords. Company will provide each User a unique username and password to enable such User to access the Service pursuant to this Agreement. Each username and password may only be used to access the Service during one (1) concurrent login session. You acknowledge and agree that only Users are entitled to access the Service with the username and password provided by Company. You will provide to Company information and other assistance as necessary to enable Company to establish usernames for Users, and you will verify all User requests for account passwords. You will ensure that each username and password issued to a User will be used only by that User. You are responsible for maintaining the confidentiality of all Users' usernames and passwords, and are solely responsible for all activities that occur under these usernames. You agree (a) not to allow a third party to use your account, usernames or passwords at any time; and (b) to notify Company promptly of any actual or suspected unauthorized use of your account, usernames or passwords, or any other breach or suspected breach of these Terms. Company reserves the right to terminate any username and password, which Company reasonably determines may have been used by an unauthorized third party. User licenses cannot be shared or used by more than one individual User, but may be reassigned from time to time to a new User who is replacing a former User who has terminated employment or otherwise changed job status or function and no longer uses the Service.

(e) IP Ownership. The Service and all Intellectual Property Rights in the Service, the Content and any of the Company's proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical material or information made available to you by Company in providing the Service (the "Company Technology"). Company Technology are the exclusive property of Company or its suppliers. You hereby assign to Company any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you related to the Service, the Content or the Company Technology. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Service, the Content or the Company Technology, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Company Technology. All rights not expressly granted to you are reserved to Company.

3. Payment

(a) Charges. This service is offered for free for a limited time and for a limited amount of data. In the event that Company decides to charge for the Service or place limits on the Service, the Company will notify you of these Additional Terms. If You choose to utilize a Service that requires a fee, You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. All payment obligations are non-cancelable and all amounts paid are nonrefundable. You are responsible for paying for all User licenses ordered for the License Term, whether or not the licenses are used. If You choose to utilize a Service that requires a fee, You may be required to provide Company with a valid credit card as a condition to signing up for the Service.

(b) Billing. Company shall be entitled to withhold performance and discontinue service until all amounts due are paid in full. Company's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States taxes based solely on Company's income. If You choose to utilize a Service that requires a fee, You agree to provide Company with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address and name and telephone number of an authorized billing contact. You agree to update this information within thirty (30) days of any change to it. If the contact information you have provided is false or fraudulent, Company may terminate your access to the Service in addition to any other legal remedies.

4. Customer Content and Conduct

(a) License; Warranty. You grant Company a non-exclusive, worldwide, royalty-free and fully paid license to use the Customer Content, as necessary, for purposes of providing the Service. All rights in and to the Customer Content not expressly granted to Company in this Agreement are reserved by you.

(b) Content and Conduct. You represent and warrant that any Customer Content shall not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (d) contain any viruses, worms or other malicious computer programming codes able to damage the Service, any Third Party Content, or other data of the Service; or (e) otherwise violate the rights of a third party. In addition, you agree not to use, or encourage or permit others to use, the Site or Service to (r) stalk and/or harass another; (s) harm minors

in any way; (t) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (u) forge headers or otherwise manipulate identifiers to disguise the origin of any Content posted on or transmitted through the Service; (v) use the Site, Service or Content such that it will mislead a third party into believing that he or she is interacting directly with Company or the Service; (w) engage in any chain letters contests, junk e-mail, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise); (x) use any Company domain name as a pseudonymous return e-mail address; (y) access or use the Site or Service in any manner that could damage, disable, overburden or impair any Company server or the networks connected to any Company server; or (z) market any goods or services for any business purposes (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by Company.

(c) Security and Backups. Company reserves the right to establish or modify its general practices and limits relating to the data limits of Customer Content. Company shall provide logical and physical security to ensure the logical and physical security of its equipment and Customer Content. During the Term, Company shall use commercially reasonable efforts to protect Customer Content behind a secure firewall system.

(d) Content Loss. You represent and warrant that you shall keep and maintain your own copy of all Customer Content that is provided to the Service and Company. Company is not obligated to back up any Customer Content that is posted on the Service. Company therefore recommends that you create backup copies of any Customer Content posted on the Service at your sole cost and expense. You agree that any use of the Service contrary to or in violation of your representations and warranties in this section constitutes improper and unauthorized use of the Service. You agree that Company may (but has no obligation to), in Company's sole discretion, remove or modify any Customer Content which it deems to violate your representations and warranties in this section. ANY DATA YOU UPLOAD OR ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR USAGE OF THE SERVICE WILL BE PERMANENTLY LOST IF YOU ALLOW YOUR ACCOUNT TO EXPIRE. YOUR ACCOUNT MAY EXPIRE IF IT IS NOT USED OR ACCESSED DURING ANY CONTIGUOUS 60 DAY PERIOD, UNLESS YOU HAVE PAID NON-EXPIRED VERBATIM CREDITS IN YOUR ACCOUNT. IF YOU ALLOW YOUR ACCOUNT TO EXPIRE YOUR DATA WILL BE PERMANENTLY LOST.

(e) Third Party Content. You represent and warrant that any Third Party Content that you use or have access to shall not (a) be copied, altered, or redistributed by you without the prior written consent of the owner of such Third Party Content; or (b) be used in any documents, reports, presentations or publications by you without the prior written consent and without attribution to the owner and/or author of such Third Party Content or to any other sources of such Third Party Content as may be appropriate.

(f) Company Use of Information; Privacy. Company collects information and data on how the Service is used by customers (such as, but not limited to, search terms used or how customers perform searches) and reserves the right to disclose to and share such information and data with third parties in an anonymous and aggregated form at its discretion. The terms of Company's Privacy Policy, available at <https://www.newdynamicllc.com/Privacy-Policy>, are hereby incorporated by reference into these Terms. In the event of a conflict between the terms of the Privacy Policy and these Terms, these Terms take precedence and control.

(g) Copyright Policy. Company reserves the right to terminate its agreement with any customer who repeatedly infringes third party copyright rights upon prompt notification to Company by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that a copyrighted work has been copied and posted via the Service in a way that constitutes copyright infringement, you shall provide Company with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification and location in connection with the Service of the copyrighted work that you claim has been infringed; (c) a written statement by you that you have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law; (d) your name and contact information, such as telephone number or e-mail address; and (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Company's Copyright Agent for notice of claims of copyright infringement is as follows:

5. Limited Warranty and Disclaimer

(a) Limited Warranty. Company warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will materially conform to Company's then current Documentation for the Service under normal use and circumstances. If you notify Company of a breach of warranty, Company will reperform the nonconforming service. The foregoing constitutes your sole and exclusive remedy for any breach of warranty.

(b) Disclaimer. The limited warranty set forth in these Terms is made for your benefit only. Except as expressly provided in this section and to the maximum extent permitted by applicable law, the Service is provided "as is," and Company makes no (and hereby disclaims all) warranties, representations, or conditions, whether written, oral, express, implied or statutory, including, without limitation, any implied warranties of merchantability, title, noninfringement, or fitness for a particular purpose, with respect to the use, misuse, or inability to use the Service (in whole or in part) or any other products or services provided to Customer by Company. Company does not warrant that all errors can be corrected, or that operation of the Service shall be uninterrupted or error-free.

(c) Internet Delays. The Service may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Company is not responsible for any delays, delivery failures or other damages resulting from such problems.

(d) Data Errors. The Service is limited by the nature and type of data loaded for processing. There is no guarantee or warranty that the Service will lead to accurate results or be error free. You agree that you are solely responsible for any decisions that you may take after access to the Service and that the Service is not intended to replace your judgment. It is merely a tool and is dependent on a variety of factors outside of Company's control, such as the quality of the Customer Content and the completeness of the Customer Content.

(e) Limitation of Liability

Types of Damages. To the extent legally permitted under applicable law, In no event shall Company, or its suppliers, be liable to Customer for any special, indirect, incidental or consequential damages, including damages or costs due to loss of profits, data, use or goodwill, personal or property damage resulting from or in connection with Company's performance hereunder or the use, misuse, or inability to use the Service or other products or services hereunder, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if Company has been notified of the likelihood of such damages. In no event shall Company be liable for procurement costs of substitute products or services.

(f) Amount of Damages. The maximum liability of Company arising out of or in any way connected to these Terms shall not exceed the fees paid by Customer to Company during the six (6) months immediately preceding the claim. The existence of one or more claims under these Terms will not increase Company's liability. In no event shall Company's suppliers have any liability arising out of or in any way connected to these Terms.

(g) Basis of the Bargain. The parties agree that the limitations of liability set forth in this section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

(h) Additional Rights. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

6. Confidentiality

(a) Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall

include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

(b) Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. Revisions and Errata

The materials appearing on Company's web site could include technical, typographical, or photographic errors. Company does not warrant that any of the materials on its web site are accurate, complete, or current. Company may make changes to the materials contained on its web site at any time without notice. Company does not, however, make any commitment to update the materials.

8. Links

Company has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Company of the site. Use of any such linked web site is at the user's own risk.

9. Indemnification

(a) By Company. Company will defend at its expense any suit brought against you, and will pay any settlement Company makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Service misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any United States copyright. If any portion of the Service becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option: (a) procure for you the right to continue using the Service; (b) replace the Service with non-infringing services which do not materially impair the functionality of the Service; (c) modify the Service so that it becomes non-infringing; or (d) terminate the Service and refund any fees actually paid by you to Company for the remainder of the License Term then in effect, and upon such termination, you will immediately cease all use of the Service. Notwithstanding the foregoing, Company shall have no obligation under this section or otherwise with respect to any infringement claim based upon (w) any use of the Service not in accordance with these Terms or the Documentation; (x) Company's conformance to your specifications; (y) any use of the Service in combination with other products, equipment, software or Content not supplied by Company; or (z) any modification of the Service by any person other than Company or its authorized agents. This subsection states your sole and exclusive remedy for infringement claims and actions.

(b) By You. You will defend at your expense any suit brought against Company and will pay any settlement you make or approve, or any damages finally awarded in such suit insofar as such suit is based on a claim by any third

party based upon, resulting from or related to any improper or unauthorized use of the Service by you or your Users. This section states the sole and exclusive remedy of Company for such claims and actions.

(c) Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the following: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

10. Termination

(a) Term. These Terms will continue to apply until terminated by either you or Company as set forth below (the "Term").

(b) Termination by You. If you want to terminate your agreement with Company, you may do so by (a) notifying Company at any time; and (b) closing your accounts for the Service, where Company has made this option available to you. Your notice should be sent, in writing, to Company's address set forth below.

(c) Termination by Company. Company may at any time terminate its agreement with you if (a) you have breached any provision of these Terms (or have acted in a manner that clearly shows you do not intend to, or are unable to, comply with these Terms); (b) Company is required to do so by law (for example, where the provision of the Site or Service to you is, or becomes, unlawful); (c) the provision of the Service to you by Company is, in Company's opinion, no longer commercially viable; or (d) Company has elected to discontinue the Site or the Service (or any part thereof).

(d) Effect of Termination. Termination of your account includes: (a) removal of access to all offerings within the Service; (b) deletion of your password and all related information; and (c) barring of further use of the Service. Upon expiration or termination, you shall promptly discontinue use of the Site and the Service. However, Sections 3.5 (IP Ownership), 4 (Payment), 5.1 (License; Warranty), 5.4 (Content Loss), 6 (Third Party Content), 9 (Limited Warranty and Disclaimer), 10 (Limitation of Liability), 11 (Indemnification), 12 (Termination) and 13 (Miscellaneous) of these Terms will survive any termination of the Terms.

11. Miscellaneous

(a) Governing Law and Venue. These Terms and any action related thereto will be governed and interpreted by and under the laws of the State of Kansas, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for the county in which Company's principal place of business is located for any lawsuit filed there against Customer by Company arising from or related to these Terms. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. The laws of the jurisdiction where Customer is located may be different from Kansas law. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Service hereunder.

(b) Export. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

(c) Local Laws. Company and its suppliers make no representation that the Service is appropriate or available for use in locations other than the United States. If you use the Service from outside the United States, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited.

(d) Severability. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will remain enforceable and the invalid or unenforceable provision will be deemed

modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Customer agrees that Section 10 (Limitation of Liability) will remain in effect notwithstanding the unenforceability of any provision in Section 11 (Limited Warranty and Disclaimer).

(e) Waiver. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

(f) Remedies. The parties acknowledge that any actual or threatened breach of Section 3 (License Grant and Restrictions) will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce these Terms, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

(g) No Assignment. Neither party shall assign, subcontract, delegate, or otherwise transfer these Terms, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign these Terms in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. These Terms shall be binding upon the parties and their respective successors and permitted assigns.

(h) Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of these Terms if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

(i) Independent Contractors. Customer's relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have and will not represent to any third party that it has, any authority to act on behalf of Company.

(j) Notices. You are responsible for updating your data to provide Company with your most current e-mail address. In the event that the last e-mail address you have provided to Company is not valid, or for any reason is not capable of delivering to you any notices required by these Terms, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described on the notice. Any notice provided to Company pursuant to these Terms should be sent to privacy@newdynamicllc.com.

(k) Entire Agreement. These Terms are the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersede and merge all prior discussions between the parties with respect to such subject matters. No modification of or amendment to these Terms, or any waiver of any rights under these Terms, will be effective unless in writing and signed by an authorized signatory of Customer and an officer of Company.

12. Definitions

Capitalized terms shall have the meanings set forth in this section, or in the section where they are first used.

"Content" means, without limitation, any and all information, data, results, files, links, images, notes, works of authorship, articles, feedback, or other materials.

"Customer Content" means any Content provided, imported or uploaded to, or otherwise used by you or on your behalf with the Services.

"Documentation" means all specifications, user manuals, and other technical materials relating to the Services.

"Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case

in any jurisdiction throughout the world.

“License Administrator(s)” means those Users designated by you who are authorized to purchase licenses using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service.

“Online Order Center” means the Company’s online application that allows the License Administrator to add additional Users to the Service.

“License Term” means the period during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s).

“Order Form” means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form and specifying, among other things, the number of licenses and other service contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties each form to be incorporated into and become a part of these Terms.

“Third Party Content” means any Content provided, imported or uploaded to the Service by a party other than the parties to this Agreement.

“Users” means Customer’s employees who are authorized to utilize the Service and who are provided with access to the Service by virtue of a password or the equivalent thereof.