

THEHIVE CLOUD PLATFORM - Software As A Service Agreement

This 'TheHive Cloud Platform Software As A Service Agreement' ("**Agreement**") is entered into on the date last signed ("**Effective Date**") between **StrangeBee SAS**, a French Joint stock company, incorporated with the Trade and Companies Register of Paris under number SIREN 844 289 520, having its registered office at 10 Rue de Penthièvre, 75008 Paris, FRANCE, VAT number: FR13844289520, (hereinafter referred to as "**StrangeBee**" which expression shall be deemed to include affiliates, legal representatives, successors and assigns); and the Customer entering this Agreement ("**Customer**")

By downloading, installing, accessing, or using 'TheHive5 Cloud Platform', you hereby agree to the terms of this Agreement. If you are entering into this Agreement on behalf of the Customer, you hereby represent that you have the authority to bind said Customer.

StrangeBee and Customer are referred to jointly as the "**Parties**" or singularly as a "**Party**".

EXHIBITS:

The following Exhibits are attached hereto and incorporated herein by this reference:

- A. License Grant and Restrictions
- B. Business Terms
- C. General Terms and Conditions

Please see Exhibit C for a full list of definitions for the capitalized terms which are not otherwise defined under this Agreement.

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties hereby agree to the terms and conditions set forth in this Agreement.

EXHIBIT "A"
License Grant and Restrictions

1. License

- 1.1. Grant of License. Subject to the payment of the Fees, StrangeBee will make the Software available to the Customer during the License Term according to the terms and conditions of this Agreement and the relevant fee quotation(s). StrangeBee hereby grants to the Customer a limited, non-sublicensable, non-exclusive, non-transferable license to (i) use the Software; and (ii) allow its Authorized Users to use the Software in accordance with the terms of this Agreement and the relevant fee quotation(s) ("**License**").
- 1.2. Authorized Users. The Licence granted to the Customer in Section 1.1 above shall extend only to Authorized Users. The Customer shall ensure that Authorized Users comply with terms and conditions of this Agreement while using the Software. Each login ID and password shall be used by one (1) Authorized User only. Use of a single login ID by multiple Authorized Users shall constitute a breach of this Agreement. The issuance of any new login ID for a new Authorized User shall not increase the number of Authorized Users beyond the procured License limit. The Customer shall use the Software and the License stated herein only in compliance with StrangeBee's user Documentation.
- 1.3. StrangeBee shall provide Support Services throughout the License Term between 9:00 a.m. and 6:00 p.m. Central European Time (CET), Monday through Friday. In addition, StrangeBee will make commercially reasonable efforts to provide application administration during non-business hours and weekends for critical issues. ("**Support Services**"). StrangeBee will use reasonable efforts to respond to Customer's reported Issues within the primary coverage hours mentioned herein and within the timeframe designated below.

Severity Level	Definition	Response Time
P0	The entire service is inaccessible or unusable.	1 Hour
P1	The issue causes a significant loss of service or is a significant error.	4 Hours
P2	The issue causes a minor reduction of service or is a minor error.	24 Hours
P3	Minor defects and errors that do not impede system operation in a normal manner.	48 hours

2. License Restrictions

- 2.1. Restrictions. Customer may not: (a) reproduce, modify, translate, disassemble, de-compile, reverse engineer, or otherwise attempt to determine the source code or protocols from the object code of the Software or knowingly permit or encourage any third party to do so, (b) resell, sublicense or distribute the Software or any derivatives including but not limited to reports, presentations, in any manner without the specific written consent of StrangeBee, (c) use the Software in any manner to assist or take part in the development, marketing, or sale of a product

potentially competitive to StrangeBee, (d) use the Software, or allow the transfer, transmission, export, or re-export of the Software or any portion thereof in violation of any laws or regulations administered by any government agency or (e) remove, obscure, or alter any copyright notice, trademarks, logos and trade names, or other proprietary rights notices affixed to, or contained within the Software or the Documentation.

2.2. Limited Rights. Customer's rights in the Software will be limited to those expressly granted in this Exhibit A of this Agreement, or a subsequent amendment hereto. StrangeBee reserves all rights and licenses in and to the Software not expressly granted to Customer under this Agreement.

3. CUSTOMER RESPONSIBILITIES

3.1. Connections. Customer is responsible for obtaining and maintaining, at its own cost, all telecommunications, broadband and computer equipment and services needed to access and use the Software.

3.2. The Customer shall be responsible for Customer Data and its Authorized Users. Customer agrees to use reasonable measures to prevent and to promptly notify StrangeBee of any unauthorized access to Authorized User access credentials. Customer has exclusive control and responsibility for determining what data Customer submits to the Software, for obtaining all necessary consents and permissions for submission of Customer's Data and processing instructions to StrangeBee, and for the accuracy, quality and legality of Customer's Data. Customer is further responsible for the acts and omissions of Authorized Users in connection with this Agreement, for all use of the Software by Authorized Users, and for any breach of this Agreement by Authorized Users. Customer is responsible for taking additional measures outside of the Software to the extent the Software does not provide the controls that may be required or desired by the Customer.

EXHIBIT "B"
Business Terms

1. Pricing, Fees and Payment

- 1.1. The Customer shall pay StrangeBee the applicable Fees as per the payment terms specified in the relevant fee quotation(s). The Fees may be revised for the Software during any renewal of the Term of this Agreement by giving the Customer written notice sixty (60) days prior to the expiration of the then current Term of this Agreement.
- 1.2. Except as otherwise set forth herein, all Fees are non-refundable and non-cancellable. Should the Customer not pay any amounts when due, StrangeBee may (at its discretion and in addition to other remedies it may have) suspend the Customer's and its Authorized Users' access to the Service. The Customer shall pay StrangeBee a late fee at the highest rate allowable by law per month on all past due amounts. The Fees payable under this Agreement shall not include local, state, or federal sales, use, value-added, excise or personal property or other similar taxes or duties and any such taxes shall be assumed and paid by the Customer except those taxes based on the net income of StrangeBee. The Customer shall not set-off or offset against StrangeBee's invoices amounts that the Customer claims are due to it. The Customer will bring any claims or causes of action it may have in a separate action and the Customer waives any rights it may have to offset, set-off, or withhold payment for the Software provided by StrangeBee.

2. Ownership

- 2.1. Customer shall own all right, title, and interest in and to any Customer Data..
- 2.2. The Software is licensed to the Customer subject to the terms of Exhibit A of this Agreement. StrangeBee shall own and retain ownership of all right, title and interest in and to (i) the Software and any copies thereof including all modifications, improvements and Updates; (ii) the Documentation and any copies thereof; (iii) any ideas, suggestions, or feedback relating to the Software and the Documentation ("**Feedback**"); and (iv) all Intellectual Property Rights embodied within, and the derivative works thereof.
- 2.3. Accordingly, The Customer agrees that StrangeBee exclusively owns the Software (excluding Customer Data) and derivative works thereof (collectively, "**StrangeBee's Intellectual Property**") and that all title, right and interest thereto shall remain solely with StrangeBee. For the avoidance of doubt, StrangeBee exclusively owns any and all Intellectual Property Rights in pre-existing works of authorship and any works produced by StrangeBee during and post the expiry/terminations of this Agreement. StrangeBee warrants that it has the full right to license the Software to the Customer as described herein.
- 2.4. StrangeBee does not claim any right in Customer Data, and hereby expressly provides that the Customer Data shall not be a part of StrangeBee's Intellectual Property.

3. Confidentiality

- 3.1. Non-disclosure Obligations. Each Party to this Agreement may furnish the other Party with Confidential Information. The Parties agree that, during the Term and thereafter, each Receiving Party will hold Confidential Information of the Disclosing Party in confidence and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the Disclosing Party to any third party other than to business, financial, or legal advisors, or in furtherance of a proposed sale, acquisition, or merger of substantially all of the Party's business interests related to this Agreement as long as such disclosure is made under a duty of confidentiality. or (b) utilize Confidential Information for any purpose, except the performance of its obligations under this Agreement or as authorized in writing by the Disclosing Party. Each Receiving Party will limit the disclosure of Disclosing Party's Confidential Information to its employees, third party contractors or consultants with a need-to-know and who have been advised of the confidential nature thereof and who are contractually obligated to maintain such confidentiality through execution of a nondisclosure agreement that is at least as protective as the terms and conditions of this Agreement. The Receiving Party shall provide copies of these terms upon the written request of the Disclosing Party. Each Receiving Party shall be liable for any breach by any of its employees, third party contractors or consultants of the confidentiality obligations contained herein.
- 3.2. Required Disclosures. In the event a Receiving Party is required under applicable law, rule, regulation, court, or administrative order to disclose Confidential Information of the Disclosing Party, the Receiving Party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the Disclosing Party; (b) limit such disclosure to the extent practicable; and (c) make such disclosure only to the extent so required.

4. Representations and Warranties

- 4.1. Each Party represents and warrants that it has the power and authority to enter into this Agreement and that its respective provision and use of the License is in compliance with laws applicable to such Party.
- 4.2. Limited Warranty. StrangeBee warrants that (a) to the best of its knowledge, the Software and related Documentation do not infringe on any patents, copyrights or trademarks or constitute misappropriation of third party proprietary information; (b) it has used commercially reasonable efforts in accordance with industry standards to screen the Software, and to its knowledge, the Software, as delivered, does not contain any virus or any vulnerabilities known to it at the time of delivery; (d) Under normal authorised use the Software, including any Updates, will substantially conform to the Documentation; (e) Support Services will be performed diligently by skilled and qualified personnel in a professional and workmanlike manner, in accordance with professional and industry standards; (f) StrangeBee will (at its own cost) rectify any reproducible errors in the Software notified to it during the duration of this License. This constitutes the Customer's sole remedy for breaches of warranty under these Agreement.

4.3. Disclaimer of Warranties. The Software and related documentation are provided by StrangeBee “As Is” and it makes no warranties that the Software is free from errors or “bugs” or that the Customer will be able to operate the Software without interruption or problems. Except for the express warranties set forth in this clause 4, StrangeBee hereby disclaims all warranties, express or implied, with respect to the Software and, Support Services, including but not limited to, the implied warranties of non-infringement, merchantability and fitness for a particular purpose. Customer acknowledges and agrees that the Software is a ‘*Security Incident Management*’ tool only and not a substitute for any security measures. The use of the Software is at the Customer’s sole risk.

5. Indemnity

5.1. Subject to the terms of this clause 5, StrangeBee shall indemnify and defend the Customer and, at its option, defend any claim brought against the Customer by a third party alleging that the use of the Software or Documentation (i) , infringes any patent, copyright or trademark registered with the WIPO (World Intellectual Property Organisation) prior to the date on which StrangeBee provided the Customer access to the Software, or misappropriates any third party’s trade secret (collectively, an “**Infringement Claim**”); provided, however, that (i) the Customer gives StrangeBee prompt notification in writing of any such Infringement Claim and reasonable assistance, at StrangeBee’s expense, in the defence of such Infringement Claim; and (ii) StrangeBee has the sole authority to defend or settle such Infringement Claims so long as any such settlement shall not include a financial obligation on, or an admission of liability by the Customer.

5.2. Rights Upon Infringement. If Customer’s use of the Software hereunder is, or in StrangeBee’s opinion is likely to be, enjoined due to the type of infringement specified in Section 5.1 (i) above, StrangeBee shall at its sole expense do one of the following: (a) procure for Customer the right to continue using the Software under the terms of this Agreement; (b) replace or modify the infringing elements on the Software to the extent that it is non-infringing and substantially equivalent in function to the Software; or (c) if options (a) and (b) above cannot be accomplished despite StrangeBee’s reasonable efforts, then the Customer shall have the option to terminate this Agreement and StrangeBee shall provide payment to the Customer equal to a pro-rata share of the prepaid Fees based upon the portion of the License Term that has been consumed.

5.3. Exclusions. Notwithstanding the terms of Section 5.1, StrangeBee will have no liability for any infringement claim of any kind to the extent it results from: (a) modification of the Software by the Customer, its Affiliates, its Authorized Users or any third party on Customer’s behalf; (b) unauthorized or unlicensed use of the Software by Customer its Affiliates, its Authorized Users or any third party on Customer’s behalf; (c) the combination, operation or use of with equipment, devices or software not authorized by StrangeBee to the extent such a claim would have been avoided if the Software was not used in such combination; or (d) failure of Customer to use updated or modified the Software provided by StrangeBee to avoid infringement on the same terms as its makes it generally available to substantially similar customers.

5.4. Sole Remedy. The provisions of this Section 5 set forth StrangeBee's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement of any third-party Intellectual Property Rights of any kind.

5.5. Customer Indemnity. Customer will indemnify StrangeBee and, at its option, defend any action brought against StrangeBee to the extent that it is based upon a third party claim arising out of (i) Customer's, its Affiliates', its Authorized Users' or any third party on its behalf's unauthorized or unlicensed use of the Software; (ii) Customer's violation of a third party's Intellectual Property Rights or privacy rights; (iii) Customer's gross negligence or wilful acts resulting in the death, disability or damage of property of such third party; and will pay any costs, damages including reasonable attorneys' fees attributable to such claim that are awarded against StrangeBee, provided that StrangeBee (a) notifies Customer in writing of the claim within ten (10) days after becoming aware of such claim; (b) grants Customer sole control of the defence and settlement of the claim, if the Customer assumes such defence; and (c) provides Customer with all assistance, information and authority reasonably required for the defence and settlement of the claim.

6. Limitation of Liability

6.1. Disclaimer of Consequential Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. STRANGEBEE SHALL HAVE NO LIABILITY FOR THE CUSTOMER'S PROVISION OF ITS OWN SERVICES TO THEIR CUSTOMERS.

6.2. Aggregate Liability. EXCEPT FOR CUSTOMER'S BREACH OF PAYMENT OBLIGATIONS (SECTION 1), EITHER PARTY'S BREACH OF SECTION 3 (CONFIDENTIALITY), AND EITHER PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT, EACH PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY FOR DIRECT DAMAGES, WILL BE LIMITED TO AND WILL NOT EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO STRANGEBEE BY THE CUSTOMER DURING THE TERM OF THIS AGREEMENT. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

7. Term and Termination

7.1. Term. This Agreement will begin on the Effective Date and will remain in effect for the period as provided under the relevant fee quotation(s). The Parties may, subject to mutually agreed terms and pricing decide to extend the Term of this Agreement at any time before the end of the current Term.

- 7.2. Termination for Cause. Each Party will have the right to terminate this Agreement and any and the License, or other ancillary documents incorporated hereunder if the other Party or any of its officers, agents, or employees involved in the performance of this Agreement: (i) breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof; (ii) is convicted of any crime or offense pertaining to this Agreement; or (iii) if a Party becomes insolvent or proceedings are initiated by or against the Party under any law relating to bankruptcy, insolvency or the relief of debtors.
- 7.3. Effect of Termination. Upon any termination or expiration of this Agreement, all the Software Licenses granted pursuant to this Agreement and its corresponding Support Services shall terminate in sixty (60) days unless such termination is due to a material breach of contract by the Customer upon which Customer's License with respect to the Software shall terminate immediately. Upon termination, the Customer will promptly return or destroy all copies and portions thereof of the Software, in all forms and types of media. Each Party shall either return or destroy all copies of all Confidential Information belonging to the other Party. StrangeBee shall not be obligated to make the Customer Data available after the termination date, unless the Parties agree to such services in writing.
- 7.4. Survival. The rights and obligations of the Parties contained in Section 2.1 of Exhibit A, Sections 1, 2, 3, 5, 6, 7.3 and 7.4 of Exhibit B and Section 1 of Exhibit C will survive the termination or expiration of this Agreement. Notwithstanding the foregoing, all terms that are by nature intended to survive shall survive.

8. Specific Terms for License Purchase via a Reseller

- 8.1. If a Customer purchases License through an authorized reseller of StrangeBee ("Reseller"):
- (a) Customer will pay any owed amounts to the Reseller, as agreed between Customer and the Reseller. Customer acknowledges and hereby agrees that StrangeBee may suspend or terminate Customer's License if it does not receive such amounts from the Reseller.
 - (b) Customer's use of the Software is governed solely by this Agreement.
 - (c) Reseller may not make any commitments, representations, or warranties on behalf of StrangeBee.
 - (d) The amounts paid by the Reseller to StrangeBee for the grant of License and Customer's use of the Software under this Agreement will be deemed as the amount actually paid under this Agreement for inter alia the purpose of calculating the liability under Section 6 (Limitation of Liability).

EXHIBIT "C"
General Terms and Conditions

1. General

1.1. Dispute Resolution, Governing Law and Jurisdiction.

- a) Dispute Resolution. All disputes and differences arising out of or in connection with any of the matters set out in this Agreement ("Dispute"), if not resolved by amicable settlement within 30 (thirty) days from the date of Dispute, shall be referred, upon application of any party, to binding arbitration in accordance with the ICC Rules of Arbitration. The number of arbitrators shall be 3 (three), 1 (one) arbitrator shall be appointed by each Party and the 2 (two) arbitrators so appointed shall appoint the third arbitrator. The Dispute shall be referred to the ICC International Court of Arbitration. The arbitration shall be conducted in English, and the seat of arbitration shall be at London, United Kingdom.
- b) Governing Law and Jurisdiction. Subject to the provisions of the clause above, this Agreement shall be governed and construed in accordance with laws of England and Wales, and the competent courts of London shall have the exclusive jurisdiction to entertain any Dispute arising out of or in connection with this Agreement.

1.2. Relationship of Parties. The Parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

1.3. Public Statements. Neither Party may use the other Party's name or trademarks or refer to the other Party directly or indirectly in any media release, public announcement, or public disclosure relating to the Agreement or its subject matter, including, but not limited to, in any promotional or marketing material or business presentations without the other Party's prior consent in each case.

1.4. Equitable Relief. The Parties agree that a material breach of the License or confidentiality provisions of this Agreement may cause irreparable injury to the innocent Party for which monetary damages would not be an adequate remedy, and therefore the Party thus injured shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law.

1.5. Force Majeure. Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or internet equipment or service, other catastrophes, or any other occurrences which are beyond such Party's control.

1.6. Assignment. Neither Party may assign this Agreement in whole or in part, without the other Party's prior written consent which consent shall not be unreasonably withheld or delayed. Any purported assignment in violation of this section shall be considered null and void. Notwithstanding the preceding, either Party may assign its rights and obligations under this

Agreement to its Affiliate or an acquirer of all or substantially all of its business or assets (including without limitation by a change in control); provided that (i) the assigning Party gives the other Party reasonable notice of such assignment, and (ii) the assignee expressly assumes obligations under this Agreement in writing and has adequate resources to meet its obligations hereunder. Upon completion of any assignment under this section, the assigning Party shall have no further liability with respect to any of the rights or obligations assigned. However, the non-assigning Party reserves the right to terminate this Agreement immediately upon written notice if (i) the assignee is a competitor of the non-assigning Party, or (ii) there is an attempted assignment of this Agreement not in accordance with this sub-section.

- 1.7. Subcontracting. StrangeBee may subcontract to any third party any of the Services to be provided to the Customer as part of this Agreement provided that StrangeBee shall remain responsible for performance of such services by its subcontractors.
- 1.8. Severability. The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity or enforceability of any other provision under this Agreement.
- 1.9. Waiver. The failure of either Party to enforce at any time the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either Party to enforce each and every such provision thereafter. The express waiver by either Party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.
- 1.10. Entire Agreement. This Agreement, including all exhibits attached hereto, is the entire agreement of the Parties and supersedes any prior representations, agreements, negotiations, or understandings between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
- 1.11. Notices. All notices required or permitted under this Agreement will be in writing and delivered by email, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other addresses as may be specified by either Party to the other in accordance with this section. Either Party may change its address for notices under this Agreement by giving written notice to the other Party by the means specified in this section.

2. Definitions

- 2.1. **"TheHive Cloud Platform/Software"** means a hosted and managed platform powered by the "TheHive" and "Cortex", along with Support Services, where **"TheHive"** means the computer software, including any Updates thereto.
- 2.2. **"Affiliate"** means with respect to a Party, any person or entity that controls, is controlled by, or is under common control with such Party, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities.

- 2.3. **“Authorized User”** means a named individual that: (a) is an employee, representative, consultant, contractor or agent of the Customer or their Affiliates; (b) is authorized to use the Software pursuant to this Agreement; and (c) has been supplied a user identification and password by the Customer.
- 2.4. **“Confidential Information”** means non-public information that is transmitted or otherwise provided by or on behalf of a Party to this Agreement (the **“Disclosing Party”**) to the other Party (the **“Receiving Party”**) in connection with this Agreement and the activities hereunder, and that should reasonably be understood by the Receiving Party to be Confidential Information due to the nature of such information or the presence of legends or other markings (including, but not limited to, **“Confidential”** and **“Restricted”**) to be proprietary and confidential to the Disclosing Party. Confidential Information includes, but is not limited to, the terms, conditions and pricing under this Agreement and information related to the performance of the Software. Confidential Information of StrangeBee includes, without limitation, the Software, all software provided with the Software, Documentation, the source code, and all algorithms, methods, techniques, and processes revealed by the source code. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the Receiving Party without an obligation to maintain its confidentiality prior to receipt from Disclosing Party, as evidenced by the Receiving Party’s written records; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the Receiving Party in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) was developed by the Receiving Party independently of and without reference to Confidential Information, as evidenced by the written records of the Receiving Party.
- 2.5. **“Data”** shall mean the Authorized User data accessed/ maintained in the Software.
- 2.6. **“Documentation”** means any written, electronic, or recorded work provided to the Customer in connection with the Software that describes the functions and features of the Software.
- 2.7. **“Fees”** shall mean fees for the Software or any other fees under this Agreement and the relevant fee quotation(s).
- 2.8. **“Intellectual Property Rights”** means copyright rights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors’ rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the laws of France, or any other state, country or jurisdiction.
- 2.9. **“License Term/Term”** means the subscription term as specified in the relevant fee quotation(s) during which the Customer has a License to use the Software.
- 2.10. **“Updates”** means subsequent releases of the Software and/or the Documentation provided hereunder, such as (a) bug or error fixes, patches, workarounds, and maintenance releases, and (b) releases that introduce new and significant features and functionality.