SERVICES AGREEMENT

IMPORTANT: THE TERMS AND CONDITIONS SET OUT BELOW APPLY TO THE CUSTOMER'S PURCHASE OF DATACLARITY SERVICE CREDITS AND ALL SERVICES PROVIDED BY DATACLARITY CORPORATION TO CUSTOMER PURSUANT TO CLICKING A BOX INDICATING ACCEPTANCE OR EXECUTING AN ORDERING DOCUMENT, ORDER FORM AND/OR STATEMENT OF WORK THAT REFERENCES THESE SERVICE CREDITS AND SERVICES TERMS (COLLECTIVELY, THE "AGREEMENT").

By procuring the DataClarity Service Credits or Services, the person or entity procuring Service Credits or Services, ("Customer") is accepting all of the terms and conditions of this Agreement as published on DataClarity's website at www.dataclaritycorp.com/legal. Customer agrees that this Agreement forms a legally binding Agreement between the Customer and DataClarity Corporation or the applicable DataClarity Corporation Affiliate ("DataClarity"), and Customer agrees to be bound by all of the terms and conditions stated in this Agreement. In the event Customer is redirected to DataClarity's website, Customer agrees that Customer's use is subject to any terms of use or privacy policy posted thereon.

This Agreement was last updated on September 1, 2023. This Agreement is between Customer and DataClarity (collectively, the "Parties").

1. SERVICES

1.1 **Scope of Services.** DataClarity will provide to Customer the Services specified in each Order Form and/or SOW, subject to Customer's payment of all applicable fees as set forth in Section 6 (Fees, Invoices and Taxes).

1.2 **Order Form.** During the Term, DataClarity shall perform the Services outlined in an Order Form or SOW. DataClarity shall determine the manner and means of performing and providing the Services and shall use commercially reasonable efforts to provide the Services in accordance with any agreed or estimated time schedules set forth in the applicable Order Form or SOW. Any estimates in an Order Form or SOW are for informational purposes only and may change depending on the requirements of the project. These are estimates only of the amount of time required by DataClarity for the performance of the Services, and time shall not be of the essence. Customer will be invoiced for the actual (and not estimated) time spent in providing the Services to the Customer.

1.3 **Change Order.** Either Party may request changes to the Professional Services set forth in an Order Form or SOW ("Change Request"). No Change Request shall be effective or binding on either Party until is made in writing and executed by both Parties ("Change Order"). Each Change Order shall be governed by the terms of this Agreement and incorporated into this Agreement by reference.

1.4 **Customer Responsibilities**. Customer and its team shall reasonably cooperate with DataClarity in the performance of the Services and shall provide DataClarity with assistance from qualified personnel, information, feedback, instructions, consents, hardware, software and other equipment, data processing requirements, and access to premises necessary to enable the timely performance of the Services by DataClarity in the manner provided herein. Customer shall be responsible for the completeness and accuracy of all information, data, and materials provided by Customer to DataClarity. Customer hereby grants DataClarity a non-exclusive, non-transferable license to use all such materials and information of Customer as reasonably necessary for DataClarity to perform the Services. Customer acknowledges and agrees that DataClarity's ability to successfully provide the Services in a timely manner is contingent upon its receipt from Customer of the information, materials, and assistance requested. If any Services, in whole or in part, cannot be provided by DataClarity due to a Customer issue and Customer fails to provide DataClarity with reasonable advance notice, the time spent by DataClarity resources on such Services will be charged to Customer.

2. INTELLECTUAL PROPERTY

2.1 **Customer Ownership.** Customer retains all rights, title, and interest in and to the Customer Data. Customer owns the Customer Content, subject to DataClarity's rights in the underlying intellectual property described in Section 2.2 below.

2.2 **DataClarity Ownership.** DataClarity retains all right, title and interest in and to the DataClarity Software and all deliverables resulting from performance of the Services ("Deliverables"), including all concepts, ideas, methodologies, improvements, techniques,

designs, to the DataClarity Software, and know-how, but excluding any Customer Data incorporated into any such Deliverables. Provided that Customer is not in breach of any material term of this Agreement and is not in default of payment of any amounts due under this Agreement or the User License Agreement, DataClarity hereby grants Customer a non-exclusive, non-transferable license to use any Deliverables or Work Product created hereunder only in connection with Customer's authorized use of the DataClarity Software and subject to all the same terms and conditions as apply to the Software license and or provided with the Deliverables or Work Product. Except as expressly stated herein, DataClarity, its Affiliates or licensors reserve and retain all right, title and interest, and all Intellectual Property Rights embodied therein. DataClarity and its licensors reserve all rights not expressly granted.

3. CONFIDENTIAL INFORMATION. Each party (as "Receiving Party") agrees that any information including all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, pricing, documentation, or technical information provided by DataClarity (or its agents), performance information relating to DataClarity products, and the terms and conditions of this Agreement shall be deemed Confidential Information of DataClarity without any marking or further designation. Customer Data shall be deemed Customer's Confidential Information without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees or agents of the Receiving Party who had no access to such information; or e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure by the Receiving Party, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. The Parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of three (3) years following termination, provided that Customers obligations hereunder shall survive and continue in effect thereafter with respect to DataClarity's Confidential Information that continues to be a trade secret under applicable law.

4. FEEDBACK. From time to time, Customer might voluntarily provide DataClarity with input, suggestions, comments, ideas, or other feedback regarding DataClarity's business and technology direction and/or the possible creation, modification, correction, improvement or enhancement of the software, products and/or services of DataClarity, (collectively "Feedback"). If Customer elects to do so, DataClarity may freely use, publish, disclose, perform, copy, license, distribute, sell, exploit, modify, and create derivative works of this Feedback in any manner it sees fit for any purpose, including developing and improving the Services without any liability, royalty, restriction of any kind, or payment to Customer.

5. SERVICE CREDITS TERMS AND CONDITIONS

5.1 **DataClarity Currency or Service Credits**. Service Credits are units of measure to pay for DataClarity Services. Service Credits can be purchased from DataClarity by Customer and redeemed on eligible Services as set forth in Section 5.2 (Eligible Services). Details of the DataClarity Service Credits package(s) procured from DataClarity by Customer are contained in the Order Form. Subject to the Customer paying the Service Credits fee in full as detailed herein, Customer is entitled to receive from DataClarity the Service Credits quantity specified in the Order Form. Service Credits packages, service offerings and their redeemable rates can be found on DataClarity's website or provided by DataClarity upon request.

5.2 **Eligible Services.** Subject to Section 5.4 (Restrictions) and Section 5.7 (Additional Terms and Conditions) the Service Credits can be used by Customer to pay for the following eligible Services (exhaustive list): (a)

Professional Services; (b) Support Services; (c) Escrow Services; and (d) Source Code Licensing. Service Credits cannot be used for purchasing the following items (non-exhaustive list): (i) Online Services; (ii) Software licenses; (iii) travel and related expenses for onsite Services; and (iv) additional Service Credits.

5.3 **Fixed Term and Expiration**. Service Credits are valid for a fixed term, respectively twelve (12) months ("Validity Period") from the date of execution of the Order Form by Customer. After the expiration of the Validity Period, the Service Credits will cease to be valid, and any unused Service Credits will reset to zero (0). The Customer is entitled to start redeeming the purchased Service Credits on eligible Services from the date DataClarity receives the full payment from the Customer for the Service Credits fee as set forth in the Order Form.

5.4 **Restrictions.** Service Credits must be used within the Validity Period and are not transferrable. Any unused Service Credits within the Validity Period will not carryover, and will not be eligible for refund. Nothing in this Agreement will affect any previous orders made by Customer with DataClarity for Services. Customer cannot use the DataClarity Service Credits to pay for Services ordered or delivered prior to the start or after expiration of the Validity Period, regardless of whether the same or similar Services are included in the scope of the Service Credits procured under this Agreement. Customer is entitled to purchase additional Service Credits; however, Customer is not allowed to extend or top-up existing Service Credits purchases.

5.5 **Price and payment**. The fee or price of the Service Credits package(s) is specified in the Order Form, and payment is due within thirty (30) days of the date of invoice as set forth in Section 6 (Fees, Invoices and Taxes). Customer will be invoiced upfront the full Service Credits fee after DataClarity's receipt of the Order Form signed by the Customer.

5.6 **Redemption and Services Scheduling**. If the Customer has bought multiple Service Credits packages, Customer must make express reference in writing to the Service Credits package purchased when making requests to DataClarity to redeem Service Credits or schedule Services. Provided that the Customer has enough Service Credits to fully pay for the Services, no invoice will be issued by DataClarity to Customer for such purchases or scheduling. The corresponding number of Service Credits will be subtracted from the Customer's available balance of Service Credits. However, if the Customer's remaining Service Credits are insufficient to cover the full amount, DataClarity will invoice the Customer for the difference after the remaining Service Credits have been applied, at DataClarity's then-current rates. Purchase of the DataClarity Service Credits does not guarantee delivery or performance of Services by DataClarity on a specific date, nor does it provide Customer with priority scheduling. Scheduling requests will be handled in the order that they are received by DataClarity and will be made based on resource availability. Delivery of Services purchased with Service Credits must occur prior to the expiration of Service Credits. Customer is required to schedule Services acquired with Service Credits a minimum of three (3) months before the expiration of the Validity Period. This early scheduling is essential to ensure DataClarity's resource availability and the successful delivery of Services within the Validity Period. Services scheduling is not effective until confirmed by DataClarity. Requests to redeem DataClarity Service Credits and schedule Services must be submitted by Customer to DataClarity via email at: customercare@dataclaritycorp.com.

5.7 **Additional Terms and Conditions.** Each of the Services procured using the DataClarity Service Credits might require Customer to enter into distinct agreements and are subject to their own separate respective terms and conditions, copies of which are available on DataClarity website or provided upon request. By executing this Agreement, Customer agrees to those additional terms and conditions with respect to the Services ordered using the DataClarity Service Credits that are governed by this Agreement. Customer acknowledges that the terms and conditions for the Services are available via DataClarity's website or provided upon request, and that the Customer has had the opportunity to review the terms and conditions prior to entering into this Agreement. Support Services purchased with Service Credits are subject to the additional terms and conditions of the applicable DataClarity's User License Agreement, DEV Support Policy and/or PROD Support Policy, which are made available at dataclaritycorp.com/legal. Customer acknowledges that Escrow Services and Source Code Licensing require Customer to enter into distinct, additional agreements and agrees to pay DataClarity the corresponding fees as outlined in these agreements.

6. FEES, INVOICING AND TAXES

6.1 **Fees and Invoicing**. Customer shall pay DataClarity all fees set forth in the applicable Order Form. If no rate is specified in the Order Form, DataClarity's standard

rates in effect at the time of the Order Form is executed will apply. Services are provided on either time and material basis or fixed fee basis, as provided in the Order Form or SOW. Any amount set forth in a time and material SOW is solely a good-faith estimate for Customer's budgeting and DataClarity's resource-scheduling purposes, and it is not a guarantee that the work will be completed for that amount. If the estimated amount is expended, DataClarity will continue to provide Services under the same rates and terms. For Services performed on a time and material basis, DataClarity will earn and be paid by Customer for actual time worked in connection with the performance of Services, and will invoice the Customer monthly. For Services purchased with Service Credits and/or fixed fee engagements, DataClarity will invoice Customer in advance, as provided in the Order Form or SOW, as applicable, unless otherwise expressly stated herein. In cases where Services are purchased with Service Credits and the actual requirements exceed the initial estimates provided by DataClarity to Customer, the additional Service Credits required to cover the expanded scope of services will be deducted from the Customer's available Service Credits balance. If the Customer's Service Credits are insufficient to cover the expanded services, DataClarity will invoice the Customer for the additional amount, calculated after applying the remaining Service Credits, at DataClarity's then-current rates. Customer shall pay all amounts invoiced within thirty (30) days of the date of the applicable invoice. Except as expressly set forth herein, all fees are non-refundable and are not contingent on any additional services or products to be provided. DataClarity reserves the right to apply late payment interest in accordance with applicable law. After written notice, DataClarity may, without limiting its other rights and remedies, suspend its performance of Services until payment is made in full. Fees and other charges described in the Agreement do not include sales, use, withholding, value-added, or other taxes. The Customer is responsible for paying all taxes associated with its purchase hereunder. If DataClarity is required to collect and pay taxes for which Customer is responsible under this section, DataClarity will invoice Customer and Customer shall pay DataClarity for such amounts, unless Customer provides DataClarity with a valid tax-exempt certificate. For clarity, DataClarity is solely responsible for taxes on its income, property, and employees.

6.2 **Incidental Expenses.** Customer shall reimburse DataClarity for actual and reasonable travel, lodging, and meal expenses, and such other costs and expenses as DataClarity may incur in connection with the performance and provision of the Services ("Expenses"). DataClarity will provide documentation related to Expenses, as reasonably requested by the Customer.

7. TERM AND TERMINATION

7.1 **Term.** The term of this Agreement shall commence on the effective date of the applicable Order Form and shall continue until terminated as set forth herein.

7.2 **Termination for Convenience.** Services (excluding Services purchased with Service Credits or charged on a fixed fee basis) may be terminated by either party upon thirty (30) days' prior written notice. To the extent there are SOWs or Order Forms in effect when a party terminates this Agreement, such SOWs or Order Forms shall continue to be governed by this Agreement as if it had not been terminated. Customer may terminate an individual SOW or Order Form for convenience to the extent set forth in such SOW or Order Form.

7.3 **Termination for Cause.** Either party may terminate this Agreement (including all related Order Forms or SOWs) if the other party (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach including without limitation Customer failure to pay, any amounts payable hereunder within ten (10) days after receiving written notice from DataClarity that payment is past due; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

7.4 **Effect of Termination.** Upon the termination of this Agreement (or an Order Form or SOW), (a) all licenses and rights granted to Customer under this Agreement (or such Order Form or SOW) will immediately terminate; (b) Customer shall return or destroy all copies of Confidential Information in its possession under this Agreement (or such Order Form or SOW); and (c) Customer shall pay all amounts due and payable to DataClarity under this Agreement (or such Order Form or SOW) for all Services provided until the date of termination. In the event DataClarity terminates a SOW or Order Form for cause, any prepaid fees for Services purchased with Service Credits or charged on a fixed fee basis are non-refundable, unless expressly stated otherwise in the applicable SOW or Order Form.

7.5 **Survival**. The following sections shall survive any expiration or termination of this Agreement: 2 (Intellectual Property), 3 (Confidential Information), 6 (Fees, Invoices and Taxes), 7.4 (Effect of Termination), 8.4 (Warranty Disclaimer), 9 (Limitation of Liability), and 11 (General Provisions).

8. WARRANTY

8.1 **Good industry practices.** DataClarity warrants to Customer that its Services will be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Services.

8.2 **Remedy.** Provided Customer has notified DataClarity in accordance with section 11.5 of a warranty breach, and DataClarity validates the existence of such warranty breach, DataClarity will, at its option: (a) re-perform the applicable Services or Deliverables; or (b) refund the fee paid or reallocate quota for the specific non-conforming Services or Deliverables. DataClarity shall have no obligation with respect to a warranty claim unless notified of such claim in writing within thirty (30) days following performance of the non-conforming Services, specifying the breach in reasonable detail. Customer shall provide reasonable assistance to DataClarity in support of its efforts to furnish a remedy for any breach of this warranty. This is the Customer's sole and exclusive remedy for a warranty breach.

8.3 **Exclusions.** This warranty shall not apply: (a) if Deliverables are not used in accordance with any applicable documentation provided or (b) if the alleged warranty breach is caused by a modification to the Deliverables or third-party software.

8.4 **Warranty Disclaimer**. Except as expressly set forth in Section 8.2 above, the Services and any Deliverables provided under this Agreement are provided "as is," without representations or warranties of any kind. DataClarity expressly disclaims all other warranties, express, implied or statutory, including the implied warranties of merchantability, title, fitness for a particular purpose and non-infringement, and any implied warranties arising out of course of performance or course of dealing, except to the extent that any warranties implied by law cannot be validly waived. DataClarity does not warrant error-free or uninterrupted operation of any Services or Deliverables or that DataClarity will correct all non-conformities.

9. LIMITATION OF LIABILITY. In no event shall DataClarity and its affiliates, subsidiaries, directors, officers, employees, agents, partners, suppliers, vendors, or licensors be liable to Customer or any third party under contract, tort, strict liability, negligence, warranty or any other legal or equitable theory with respect to the Services for any lost profits, data loss or inaccurate data, cost of procurement of substitute goods or services, loss of goodwill, or for any special, indirect, incidental, punitive, compensatory or consequential damages of any kind whatsoever, even if informed of the possibility of such damages in advance, or for any direct damages arising under or related to this Agreement. Except for death or personal injury caused by a party's negligence or Customer's violation of DataClarity's Intellectual Property Rights, for any Services provided under or in connection with this Agreement, under no circumstances and regardless of the nature of any claim shall the maximum aggregate liability of either party (or their respective Affiliates or Consultants) to the other party exceed the total fees paid for the applicable Services under the relevant Order Form or SOW, or in the case of Services which are subscription-based or billed on a monthly or annual basis, the fees paid in the twelve (12) month period preceding the date of the incident giving rose to the liability. The foregoing limitations shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

10. NON-SOLICITATION. Neither party shall knowingly solicit or hire the other party's employees involved in the Services during the term or for one (1) year from the termination of the applicable Order Form without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

11. GENERAL PROVISIONS

11.1 **Assignment.** This Agreement or any of the rights or obligations hereunder may not be assigned by Customer without the prior written consent of DataClarity.

11.2 **Governing Law.** Excluding conflict of law rules, this Agreement is governed by and construed under the laws of the State of North Carolina, U.S.

11.3 **Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the effective date of this Agreement and which are beyond the reasonable control of the Parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event

prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or remove the force majeure at reasonable cost.

11.4 **Independent Contractors**. The Parties to this Agreement are independent contractors. Nothing in this Agreement will be construed to create any agency, joint venture, employment, partnership, fiduciary relationship, agency, or similar relationship between the Parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

11.5 **Notices.** All notices and other communications given or made pursuant to this Agreement concerning a breach, violation, or termination hereof will be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier. All notices or other communications to DataClarity shall be sent to DataClarity Corporation at 4242 Six Forks Road, Suite 1550, Raleigh, NC 27609, to the attention of "Legal Department" or via email at legal@DataClarityCorp.com. Unless otherwise specified by the Customer all notices to Customer shall be sent to the address provided by Customer in the Order Form or ordering document.

11.6 **Waiver.** No term of this Agreement will be deemed waived, and no breach excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same. Neither this Agreement nor any Order Form shall be dependent on Customer issuing a purchase order or other business form, including any electronic invoicing portals or vendor registration process employed by Customer. Customer acknowledges that any purchase order is for its administrative convenience only and that DataClarity has the right to issue an invoice and collect payment without a corresponding purchase order. Any additional or conflicting terms or conditions in any purchase order or other ordering documentation shall have no legal force or effect.

11.7 **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in force and effect.

11.8 **Entire Agreement and Order of Precedence**. This Agreement (including each Order Form, Change Order, SOW, and any other referenced documents or attachments) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral Agreements and communications relating to the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by a duly authorized representative of each Party to this Agreement. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or in any other Customer order documentation (excluding Order Forms) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form; (2) any exhibit, schedule or addendum to this Agreement or any documents referenced therein; and (3) the body of this Agreement.

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

11.10 **Other Provisions.** Any terms not defined in this Agreement will have the meaning ascribed to them in any other part of the Agreement. The headings in this Agreement are for convenience only and are to be ignored in construing this Agreement. Any reference in this Agreement to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time. Where the context so admits, the singular includes the plural and vice versa.

12. DEFINITIONS. Unless defined elsewhere in this Agreement, the commonly used capitalized terms are defined below. All undefined capitalized terms used herein shall have the same meaning as set forth in the DataClarity User License Agreement.

"Affiliate" of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

"Agreement" means this Agreement and any Order Form or documents incorporated into an Order Form.

"Consultants" means employees and third-party contractors which DataClarity utilizes to provide Services to Customer.

"Customer Content" includes any content or data provided or uploaded into the Software by Customer or Customer's authorized end users.

"Customer Data" means any business information or other data which Customer imports or provides to

DataClarity for inputting into the Software, including all data contained in reports, dashboards, storyboards, or visualizations created by using the Software.

"Documentation" means DataClarity's then-current technical and functional documentation as well as any license roles and descriptions, if applicable, as the same may be provided by, and modified from time to time in the sole discretion of DataClarity.

"Escrow Services" means services made available by DataClarity to Customer under a software escrow agreement and subject to Customer's purchase of the Escrow Services. Escrow Services can be purchased with DataClarity Service Credits.

"Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, all copyrights, trademarks, trade names, service marks, trade secrets, know-how, moral rights, contract rights, confidentiality rights, and other intangible proprietary rights including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

"Online Services" means any online, web-based services and associated online components made available by DataClarity to Customer under a separate agreement.

"Order Form" means an ordering document or online order specifying the Service Credits packages to be purchased by Customer and/or the Services to be provided hereunder that is entered into between Customer and DataClarity or any of their Affiliates, including any exhibits and supplements thereto or SOW that references this Agreement, and which are incorporated into this Agreement by reference.

"Party" or **"Parties"** means DataClarity and Customer, individually and collectively, as the case may be.

"Professional Services" means any mutually agreed upon consulting and/or training services provided by DataClarity and/or its Affiliates and Consultants to Customer in connection with the Software as specified in the applicable Order Form and/or SOW, including the provision of any Deliverables specified in such Order Form and/or SOW. Unless otherwise specified in the applicable ordering document or SOW, the scope of Professional Services provided hereunder consists solely of assistance with Software installation and configuration, content development, application integration, solution architecture, and technical enablement.

"Services" means any services provided by DataClarity and/or its Affiliates and Consultants to Customer in connection with the Software as specified in the applicable Order Form or SOW. This Agreement does not convey any right to access and/or use Online Services, Escrow Services or Source Code Licensing. Any use of Online Services, Escrow Services, or Source Code Licensing by Customer is governed by separate agreements and subject to Customer's purchase of those services.

"Software" means a generally available release of DataClarity's proprietary software in object code form, licensed to Customer pursuant to a separate Agreement between the Parties.

"Source Code Licensing" means the written source code license agreement signed by the Customer under which DataClarity separately licenses the Software source code to Customer, contingent upon Customer's paying an agreed-upon fee for this license. DataClarity Service Credits can be used to pay for Source Code Licensing.

"Statement of Work (SOW)" means any written statement of work or work order executed by the Parties specifically referencing this Agreement, which describes Professional Services to be provided hereunder and details the estimate of fees associated with labor requirements and may also set forth dependencies and other technical specifications or related information.

"Support Services" means technical support services that DataClarity makes available to Customer to purchase with Service Credits under this Agreement and applicable Order Form. Unless otherwise specified in the applicable Order Form or ordering document, the scope of Support Services referenced hereunder consists solely in Development *(DEV)* Support and Production *(PROD)* Support services for DataClarity's proprietary Software. Support Services are subject to the terms and conditions of the DataClarity's User License Agreement, DEV Support Policy and/or PROD Support Policy which are made available at dataclaritycorp.com/legal.

"User License Agreement" means the written end user license agreement, either signed or click-through, under which DataClarity licenses Software to Customer.

"Work Product" means any work product or tangible results produced by or with DataClarity, including works created for or in cooperation with Customer.