



Pluto7 Free-Trial Terms & Conditions

This Free-Trial Terms and Conditions (this "Agreement") is a contract between **either Pluto Consulting Inc.**, (collectively with its affiliates herein referred to as "**Pluto7**"), and you or the entity or organization that you represent. If you are an individual using the Free-Trial Services for your own purposes: (1) all references to "Customer" are to you and (2) you represent and warrant that you are at least 18 years of age, or have otherwise reached the age of "majority" where you reside, and that you have the right, power and authority to enter into this Agreement.

If you are using the Free-Trial Services on behalf of an entity or organization that you represent: (1) all references to "Customer" are to that entity or organization and (2) you represent and warrant that you are at least 18 years of age, or have otherwise reached the age of "majority" where you reside, and that you have the right, power and authority to enter into this Agreement on behalf of Customer.

This Agreement becomes binding and effective on Customer upon the earliest of: (1) when you access or use the Free-Trial Services, (2) when you click an "I Accept," "Sign up" or similar button or checkbox referencing this Agreement, or (3) when you enter into a Free-Trial Order (as defined below) with Pluto7.

Capitalized terms not otherwise defined in this Agreement will have the respective meanings assigned to them in Section 23. Pluto7 may modify this Agreement from time to time, subject to the terms in Section 25 below.

1. **Free-Trial Orders**

This Agreement sets forth the terms pursuant to which Customer may access and use the Free-Trial Services in connection with one or more Free-Trial Orders. Subject to the terms of a Free-Trial Order, this Agreement provides Customer with a limited, non-exclusive, non-transferable, non sublicensable license to install and use, the Free Trial solution listed in your Free-Trial Order solely to evaluate its suitability for your internal business requirements in a non-production, evaluation environment and the collection, management and analysis of data generated by systems, platforms, services, software, devices, sites and/or networks that Customer uses in its own internal business operations (collectively, but exclusive of all Free-Trial Services and Paid Services, "Customer's Environment").

2. **Access and Use**

2.1 Subject to the applicable Free-Trial Order and this Agreement, Pluto7 hereby grants to Customer the right to access and use the Free-Trial Services in accordance with the Pluto7 documentation and instructions during the Free-Trial Term for Customer's Environment.

2.2 As between the Parties, Customer controls Customer's Environment and its individual components (each, a "Customer Component"), whether owned, leased or licensed by Customer, located on Customer's premises or cloud-based, used by Customer on a software-as-a-service basis or otherwise. Customer will be able to use the Free-Trial Services by establishing integrations or other connections to one or more Customer Components (each, a "Connection"). By implementing a Connection to a Customer Component, Customer hereby grants to Pluto7 the right, and is expressly instructing Pluto7, to access and interoperate with that Customer Component during the Free-Trial Term in order to provide and support the Free-Trial Services. Customer is responsible for complying with all applicable third-party terms, policies and licenses governing its access and use of Customer Components and associated data (collectively, "Third-Party Terms").

2.3 Through Customer's configuration and use of Connections and Free-Trial Services, Customer has control over the types and amounts of data from Customer's Environment that are submitted for Processing by the Services (collectively, "Customer Data"). By submitting Customer Data to the Free-Trial Services, Customer hereby grants to Pluto7 the right, and is expressly instructing Pluto7, to Process Customer Data during the Free-Trial Term in order to provide and support the Free-Trial Services and as



otherwise provided in this Agreement.

2.4 All rights granted by each Party to the other under this Section 2 are limited, nonexclusive and, except as otherwise provided in this Agreement, non-transferable.

3. **Support**

Subject to this Agreement, Pluto7 may, at its option, provide support to Authorized Users through the Services and by email.

4. **Free-Trial Subscription**

Pluto7 will make the Free-Trial Services available to Customer until the earliest of: (a) the end of the period specified in the applicable Free-Trial Order; (b) the start date of any Paid Order for the applicable Services; (c) termination by Pluto7, at any time, in its sole discretion; or (d) termination by Customer pursuant to Section 25. Additional terms and conditions, may apply to Free-Trial Services and Customer agrees any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

5. **APIs and Tools**

One or more APIs will be available to Customer to assist with Customer's implementation of Connections, and Pluto7 makes client libraries available to facilitate Customer's coding against the API(s). In addition, Authorized Users may install a Pluto7-produced software agent on certain Customer Components to support Customer's collection of Customer Data. The code for these libraries and agents (collectively, "Ancillary Tools") are available in public repositories and are subject to the applicable open source licenses referenced in those repositories. Customer determines and controls what APIs and Ancillary Tools (if any) to use in connection with the Free-Trial Services. By using an API or Ancillary Tool in connection with the Free-Trial Services, Customer hereby agrees to do so in accordance with the Documentation and, in the case of the Ancillary Tool, with the applicable open source licenses (provided that if an applicable open source license for an Ancillary Tool contradicts rights or restrictions in the Documentation, the license will take precedence). The Ancillary Tools are not "Free-Trial Services" or "Support" for purposes of this Agreement.

6. **Hosting and Other Providers**

Pluto7 uses third-party hosting providers, other service providers and Pluto7 Affiliates to support the provision of the Free-Trial Services and Support in the ordinary course of its business, i.e., not specifically for Customer (collectively, "Ordinary Course Providers"). Pluto7 reserves the right to engage and substitute Ordinary Course Providers as it deems appropriate, but shall: (a) remain responsible to Customer for the provision of the Free-Trial Services and Support and (b) be liable for the actions and omissions of its Ordinary Course Providers undertaken in connection with Pluto7's performance of this Agreement to the same extent Pluto7 would be liable if performing the Free-Trial Services or Support directly. In no event shall providers of Customer Components be deemed Ordinary Course Providers for any purpose under this Agreement.

7. **Security and Privacy**

7.1 Each Party has obligations with respect to the security of the Free-Trial Services and Customer Data. Taking into account the nature and types of Customer Data, Pluto7 will employ administrative, physical and technical measures in accordance with applicable industry practice to protect the Free-Trial Services and prevent the accidental loss or unauthorized access, use, alteration or disclosure of Customer Data under its control during each Free-Trial Term.

7.2 Customer is responsible for properly configuring the Free-Trial Services in accordance with the Pluto7 documentation, and securing access passwords, keys, tokens or other credentials used by Customer in connection with the Free-Trial Services (collectively, "Customer Credentials"). Customer agrees to use reasonable efforts to prevent unauthorized access or use of the Free-Trial Services and to promptly notify Pluto7 if Customer believes (a) any Customer Credentials have been lost, stolen or made available to an unauthorized third party or (b) an unauthorized third party has accessed the Free-Trial



Services or Customer Data.

7.3 Except for limited Personal Information in Account Data, Pluto7 does not require Personal Information for Customers access and use of the Free-Trial Services. Customer shall limit Personal Information in Account Data to only that necessary for the creation and administration of its Pluto7 accounts. With regard to Customer Data, Customer shall not use the Free-Trial Services to Process any Sensitive Information and shall use reasonable efforts to restrict the inclusion of other Personal Information in Customer Data. The Documentation provides further information on both filtering Personal Information from, and masking Personal Information in, data before they are submitted to the Free-Trial Services.

7.4 Pluto7 may Process information about Customer's configuration and use of the Free-Trial Services ("Usage Data"), Customer Data and Account Data: (a) to manage Customer's account; (b) to provide and improve the Free-Trial Services and Support, including to address requests for Support and troubleshoot other issues; and (c) to provide Customer and Authorized Users insights, service and feature announcements and other reporting. Pluto7 may also Process Usage Data that has been aggregated and/or anonymized (including, for clarity, that does not allow a third party to identify Customer as the source of the information): (i) to develop new services and features and (ii) to promote Pluto7's services, including, for example, through analyses of patterns and trends. Pluto7's Processing of Usage Data, Customer Data and Account Data shall at all times be subject to Pluto7's obligations under this Agreement, including those of security under Section 7.1 and confidentiality under Section 11; any applicable Supplemental Terms; and, with respect to Account Data, the Privacy Policy.

8. **Customer Responsibilities and Restrictions**

8.1 Customer will be solely responsible for: (a) Customer's Environment, including as necessary to enable Authorized Users' access and use of the Free-Trial Services; (b) Account Data, Customer Data and Customer Credentials (including activities conducted with Customer Credentials), subject to Pluto7's Processing obligations under this Agreement; (c) providing any required notices to, and receiving any required consents and authorizations from, Customer Component providers, Authorized Users and persons whose Personal Information may be included in Account Data, Customer Data or Customer Credentials; and (d) ensuring use of the Free-Trial Services is only for Customer's Environment and in accordance with the applicable Third-Party Terms.

8.2 No provision of this Agreement includes the right to, and Customer shall not, directly or indirectly: (a) enable any person or entity other than Authorized Users to access and use the Free-Trial Services; (b) attempt to gain unauthorized access to any Free-Trial Service or its related systems or networks; (c) use any Free-Trial Service to access Pluto7 Intellectual Property Rights except as permitted under this Agreement; (d) modify, copy or create any derivative work based upon a Free-Trial Service or any portion, feature or function of a Free-Trial Service; (e) resell, distribute or otherwise make available any Free-Trial Service to any third party, including as part of a managed services offering; (f) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, the Free-Trial Services or access or use the Free-Trial Services or documentation in order to (1) copy ideas, features, functions or graphics, (2) develop competing products or services, or (3) perform competitive analyses; (g) remove, obscure or alter any proprietary notice related to the Free-Trial Services; (h) send or store Malicious Code; (i) use or permit others to use the Free-Trial Services in violation of Applicable Law; or (j) use or permit others to use the Free-Trial Services other than as described in the applicable Free-Trial Order, documentation and this Agreement.

8.3 Pluto7 reserves the right to investigate potential violations of the above provisions of this Section 8. In the event Pluto7 reasonably believes a violation has occurred, in addition to any other remedies available at law or in equity, Pluto7 will have the right to suspend Authorized Users suspected of the violation from accessing the Free-Trial Services for so long as is reasonably necessary to address the potential violation. For clarity, Pluto7 reserves the right, but does not assume any obligation to Customer, to take any of the actions described in this Section 8.3.



9. **Compliance with Applicable Laws**

Customer agrees to comply with all Applicable Laws with respect to its performance of its obligations and exercise of its rights under this Agreement. Without limiting the foregoing:

- a. Customer shall comply with Applicable Laws concerning the privacy and protection of Personal Information. Without limiting Section 8.1, Customer will be solely responsible for providing any notices required by Applicable Law to, and receiving any consents and authorizations required by Applicable Law from, persons whose Personal Information may be included in Account Data, Customer Data or Customer Credentials.
- b. Customer shall comply with Applicable Laws concerning anti-bribery and anti-corruption, which may include the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010. As of the date of this Agreement and the date of each Free-Trial Order, Customer represents that it has neither received nor been offered any illegal or improper bribe, kickback, payment, gift or thing of value from any employee, agent or representative of Pluto7 or its Affiliates in connection with this Agreement. Customer agrees to promptly notify Pluto7 if it learns of any violation of the foregoing. This representation is not intended to include customary and reasonable gifts and entertainment provided in the ordinary course of business, to the extent such gifts and entertainment are permitted by Applicable Law.
- c. Customer shall (a) comply with Applicable Laws administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions ("Export Laws"), including designating countries, entities and persons ("Sanctions Targets") and (b) not directly or indirectly export, re-export or otherwise deliver Free-Trial Services to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of any Export Laws. Customer represents that it is not a Sanctions Target or prohibited from receiving Free-Trial Services pursuant to this Agreement under Applicable Laws, including Export Laws.

10. **Ownership**

As between the Parties: (a) Customer owns all right, title and interest in and to Customer's Environment and Customer Data, including in each case all associated Intellectual Property Rights, and (b) Pluto7 owns all right, title and interest in and to the Paid Services, Free-Trial Services, documentation and Feedback, including in each case all associated Intellectual Property Rights. Except for the rights expressly granted by one Party to the other in this Agreement, all rights are reserved by the granting Party.

11. **Confidentiality**

11.1 As used in this Agreement, "Confidential Information" means any information disclosed by one Party, its Affiliates, business partners or their respective employees, agents or contractors (collectively, the "Discloser") that is designated as confidential, either orally or in writing, or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes without limitation: (a) Customer Data; (b) information relating to the Discloser's or its Affiliates' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (c) third-party information that the Discloser is obligated to keep confidential; and (d) the terms of this Agreement and all Free-Trial and Paid Orders. However, Confidential Information does not include any information that: (i) was known to the Party that receives any Confidential Information (the "Recipient") prior to receiving the same from the Discloser in connection with this Agreement; (ii) is independently developed by the Recipient without reference to or use of the Discloser's Confidential Information; (iii) is acquired by the Recipient from another source without restriction as to use or disclosure; or (iv) is or becomes publicly available through no fault or action of the Recipient.

11.2 The Recipient shall not (a) use the Discloser's Confidential Information for any purpose outside the scope of this Agreement without the Discloser's prior written consent or (b) disclose the Discloser's



Confidential Information to any person or entity, except to the Recipient's employees, agents, contractors and service providers who (i) are bound by non-use and non-disclosure obligations at least as protective as those contained in this Agreement and (ii) have a need to know the Confidential Information for the Recipient to exercise its rights or perform its obligations under this Agreement. Notwithstanding the foregoing, the Recipient may disclose the Discloser's Confidential Information to the limited extent any use or disclosure is required by Applicable Law or a valid and binding order of a governmental body (such as a subpoena or court order), provided that, to the extent permitted under Applicable Law, the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information. In the event of any breach or threatened breach by the Recipient of its obligations under this Section 11, the Discloser will be entitled to seek injunctive and other equitable relief to enforce such obligations.

12. Disclaimers

12.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OR GUARANTEE OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL FREE-TRIAL SERVICES, SUPPORT (IF ANY) AND ANY OTHER MATERIAL ARE PROVIDED BY PLUTO7 ON AN "AS IS" AND "AS AVAILABLE" BASIS. PLUTO7 MAKES NO REPRESENTATION OR WARRANTY, AND HAS NO SUPPORT OBLIGATIONS OR LIABILITY, WITH RESPECT TO ANY CUSTOMER COMPONENT. WITHOUT LIMITING THE OTHER PROVISIONS OF THIS SECTION 12, PLUTO7 MAKES NO WARRANTY OF ANY KIND THAT THE FREE-TRIAL SERVICES, DOCUMENTATION, ANCILLARY TOOLS OR ANY OTHER MATERIAL, OR RESULTS OF THE USE THEREOF, WILL: (a) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (b) OPERATE WITHOUT INTERRUPTION; (c) ACHIEVE ANY INTENDED RESULT; (d) BE ERROR FREE OR (e) BE COMPATIBLE, WORK WITH OR CONTINUE TO WORK WITH CUSTOMER COMPONENTS. ANY CHANGES TO CUSTOMER COMPONENTS (INCLUDING THEIR UNAVAILABILITY) OR THIRD-PARTY TERMS DURING AN ORDER TERM DO NOT AFFECT CUSTOMER'S OBLIGATIONS UNDER THE APPLICABLE ORDER OR THIS AGREEMENT.

13. Term and Termination

13.1 The term of this Agreement will continue through the last Free-Trial Term to be in effect as agreed upon by Pluto7 and submitted in writing.

13.2 Upon expiration or earlier termination of a Free-Trial Order: (a) all rights granted to Customer with respect to Free-Trial Services under such Free-Trial Order will terminate effective as of the effective date of termination and (b) Pluto7 will have no obligation to provide Free-Trial Services to Customer or Authorized Users after the effective date of the termination.

13.3 The provisions set forth in the following Sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: 7.4, 8.2, 9 through 15, and 17 through 25.

14. Indemnification

Customer agrees to defend, indemnify and hold harmless Pluto7, its Affiliates and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including without limitation attorneys' fees) arising out of or related to any legal claim, suit, action or proceeding by a third party arising out of or relating to any of the



following (collectively, "Customer-Controlled Matters"): (i) Customer's Environment, including Connections to Customer Components, whether enabled through APIs, Ancillary Tools or otherwise; (ii) Account Data, Customer Data or Customer Credentials (including activities conducted with Customer Credentials), subject to Pluto7's Processing obligations under this Agreement; or (iii) use of the Free-Trial Services by Customer or an Authorized User in a manner that breaches a Free-Trial Order, Services or this Agreement.

15. Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 15: (a) IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR THEIR EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT; AND (b) IN NO EVENT SHALL PLUTO7'S CUMULATIVE AND AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED TWO HUNDRED U.S. DOLLARS. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION (COLLECTIVELY, THE "EXCLUSIONS") APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF THE NON-BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE EXCLUSIONS SHALL NOT APPLY TO CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14 OR BREACH OF SECTION 8. THE PROVISIONS OF THIS SECTION 15 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE EXCLUSIONS IN DETERMINING TO ENTER INTO THIS AGREEMENT.

16. Publicity

Neither Party shall, except as otherwise required by Applicable Law or stock exchange requirements, issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other Party's marks or logos without the prior written consent of the other Party; provided, however, that Pluto7 may (subject its obligations of non-attribution under Section 7.4) include Customer's name and logo in its lists of Pluto7 customers, its public website and other promotional material.

17. Notices

Subject to change pursuant to this Section 17: (a) Pluto7's physical address for notices shall be Attn: Legal Notice, 174 Hobbs Ct, Milpitas, CA 95035 and its email address for notices is legal@Pluto7.com and (b) Customer's physical and email addresses for notices are those associated with its Order(s). Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently given: (i) one business day after being sent by overnight courier to the Party's physical address; (ii) three business days after being sent by registered mail, return receipt requested, to the Party's physical address; or (iii) one business day after being sent by email to the Party's email address. Either Party may change its address(es) for notice by providing notice to the other in accordance with this Section.

18. Assignment

Customer may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without Pluto7's prior written consent, and any purported assignment in violation of this Section 18 is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

19. Independent Parties; No Third-Party Beneficiaries

The Parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one Party as an employee, agent, joint venture partner or servant of another. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on



any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

20. Force Majeure

Pluto7 shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by acts of God; flood, fire or explosion; war, terrorism, invasion, riot or other civil unrest; embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency.

21. Governing Law; Venue

Except to the extent the issue arising under this Agreement is governed by United States federal law, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to the choice of law rules of that State. Any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in Santa Clara county, California, USA, and the Parties expressly consent to personal jurisdiction and venue in those courts. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods are specifically excluded from application to this Agreement.

22. Miscellaneous

This Agreement, together with all Free-Trial Orders, and, as and if applicable, any other additional terms and conditions as referenced herein are the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, questionnaires and other communications and agreements between the Parties (oral or written) relating to the subject matter of this Agreement. Any terms and conditions of any other instrument issued by Customer in connection with this Agreement which are in addition to, inconsistent with or different from the terms and conditions of this Agreement shall be of no force or effect. Additionally, this Agreement supersedes any confidentiality, non-disclosure, evaluation or trial agreement previously entered into by the Parties with respect Customer's or an Affiliate's evaluation of the Free-Trial Services or otherwise with respect to the Free-Trial Services. Except as otherwise provided in Section 25, this Agreement may be modified only by a written instrument duly executed by authorized representatives of the Parties. The failure of a Party to exercise or enforce any condition, term or provision of this Agreement will not operate as a waiver of such condition, term or provision. Any waiver by either Party of any condition, term or provision of this Agreement shall not be construed as a waiver of any other condition, term or provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement, the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; the word "or" is not exclusive; and the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole.

23. Definitions

Capitalized terms not otherwise defined in this Agreement shall have the respective meanings assigned to them in this Section 23.

- a. "Account Data" means information about Customer that Customer provides to Pluto7 in connection with the creation or administration of its Pluto7 account, such as first and last name, user name and email address of an Authorized User or Customer's billing contact. Customer shall ensure that all Account Data is current and accurate at all times during the applicable Free-Trial Term, and shall in no event include Sensitive Information in Account Data.
- b. "Affiliate" means, with respect to a Party, a business entity that directly or indirectly controls, is controlled by or is under common control with, such Party, where "control" means the direct or indirect ownership of more than 50% of the voting securities of a business entity.



- c. "Applicable Laws" means any and all governmental laws, rules, directives, regulations or orders that are applicable to a particular Party's performance under this Agreement.
- d. "Authorized User" means an individual employee, agent or contractor of Customer for whom subscriptions to Free-Trial Services have been acquired pursuant to the terms of the applicable Free-Trial Order and this Agreement, and who has been supplied user credentials for the Free-Trial Services by Customer (or by Pluto7 at Customer's request).
- e. "Feedback" means bug reports, suggestions or other feedback with respect to the Free-Trial Services, Paid Services or documentation provided by Customer to Pluto7, exclusive of any Customer Confidential Information therein.
- f. "Free-Trial Order" means an order for Free-Trial Services pursuant to this Agreement completed and submitted by Customer online at the Pluto7 site and accepted by Pluto7, including any Customer registration for Free-Trial Services, or executed by Pluto7 and Customer.
- g. "Free-Trial Services" means (a) any Services made available by Pluto7 to Customer free of charge under a Free-Trial Order and (b) any alpha, beta or other pre-commercial releases of a Pluto7 solution or service (or feature of functionality of a solution or service) made available by Pluto7 to Customer free of charge under a Free-Trial Order.
- h. "Free-Trial Term" means, with respect to each Free-Trial Order, the period from the effective date of the Free-Trial Order through termination pursuant to Section 13.
- i. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- j. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- k. "Paid Order" means an order for Services entered into by Pluto7 and Customer, under which Customer commits to pay for the Services. If Customer enters into a Paid Order, Customer's access and use of the applicable Services will be subject to such written agreement for the applicable Services, in which case that agreement will govern.
- l. "Paid Services" means the Services to which Customer subscribes through, or otherwise uses following, a Paid Order.
- m. "Party" means each of Pluto7 and Customer.
- n. "Personal Information" means information relating to an identified or identifiable natural person that is protected by Applicable Laws with respect to privacy where the individual resides.
- o. "Privacy Policy" means Pluto7's standard Privacy Policy, currently available at <https://pluto7.com/privacy-policy/#:~:text=Pluto7%20is%20committed%20to%20maintaining,our%20products%2C%20solutions%20or%20service>.
- p. "Process" means to perform an operation or set of operations on data, content or information, including to submit, transmit, post, transfer, disclose, collect, record, organize, structure, store, adapt or alter; "Processing" has a correlative meaning.
- q. "Sensitive Information" means the following categories of Personal Information: (a) government-issued identification numbers, including Social Security numbers; (b) financial account data; (c) biometric, genetic, health or insurance data; (d) financial information; (e) data revealing race, ethnicity, political opinions, religion, philosophical beliefs or trade union membership; (f) data concerning sex life or sexual orientation; and (g) data relating criminal convictions and offenses. Without limiting the foregoing, the term "Sensitive Information" includes Personal Information that is subject to specific or heightened requirements under Applicable Law or industry standards, such as Social Security numbers in the United States, protected health information under the U.S. Health Insurance Portability and Accountability Act, nonpublic personal



information under the U.S. Gramm-Leach-Bliley Act, cardholder data under the PCI Data Security Standard, and special categories of personal data under the GDPR.

- r. "Services" means the services that are made available by Pluto7 pursuant to any other written agreement with the Customer.
- s. "Support" means Pluto7's standard customer support for the Services as shared by Pluto7 from time to time.

24. Counterparts

Any written Free-Trial Order may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Delivery of an executed counterpart of a signature page to a Free-Trial Order by fax or by email of a scanned copy, or execution and delivery through an electronic signature service (such as DocuSign), shall be effective as delivery of an original executed counterpart of the relevant Free-Trial Order.

25. Changes to this Agreement

Pluto7 may modify this Agreement at any time by posting a revised version at <https://ai.pluto7.com/hubfs/P7%20Free-Trial%20Terms%20&%20Conditions.docx.pdf> , which modifications will become effective as of the first day of the calendar month following the month in which they were first posted. If Customer objects to the updated Agreement, as its sole and exclusive remedy, Customer may choose to stop using the Free-Trial Services and terminate all Free-Trial Orders and this Agreement upon written notice to Pluto7. For the avoidance of doubt, any Free-Trial Order is subject to the version of the Agreement in effect at the time of the Free-Trial Order.