

# eXo PARTNER AGREEMENT

This eXo Partner Agreement (“Agreement”) is entered into between eXo Platform NA LLC with its principal place of business at 51 Federal Street, Suite 350, San Francisco, California 94105 (“eXo”) and the entity executing the appropriate Order Form which references this Agreement (“Partner”). Capitalized terms shall have the meaning set forth in Section 12 or throughout the Agreement. This Agreement is effective upon the date specified in such Order Form (“Effective Date”).

## 1. PARTNER PROGRAM.

**1.1** In exchange for the payment of applicable fees, Partner will be entitled to the benefits of the eXo Partner Program for the Partner Level described in an Addendum to this Agreement and on the Order Form entered into between the parties.

**1.2** eXo may supply to Partner the Services at the location, rates and for the duration specified in an Order Form. Each party will appoint a coordinator who will manage the provision of Services. Services may be ordered by Partner pursuant to a Statement of Work (“SOW”) describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before eXo shall commence work under such SOW. If the parties do not execute a separate SOW, the Services shall be provided as stated on the Order Form. Partner will reimburse eXo for reasonable travel and lodging expenses as incurred.

## 2. PAYMENTS.

**2.1 Fees.** During the term of this Agreement, Partner will pay to eXo the fees as specified on the applicable Order Form(s) and/or Addendum(s). In addition, Partner will pay all out-of-pocket travel and living expenses incurred in connection with eXo's provision of the Subscriptions and/or Services, if any, identified in the applicable Order Form(s).

**2.2 Taxes/Duties.** All fees and charges payable by Partner under this Agreement are exclusive of any (a) duties or (b) present or future sales, use, value added, excise, or other governmental or similar taxes applicable to this Agreement. eXo will separately itemize any applicable taxes and duties of which it is aware on each invoice, unless Partner furnishes eXo with a properly executed tax exemption certificate certifying that it does not owe such taxes and duties. Partner will be responsible for paying any applicable taxes and duties currently or hereafter assessed by a government agency, other than taxes based on eXo's net income. If any applicable law requires Partner to withhold amounts from any payments to eXo under this Agreement, (a) Partner will effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish eXo with tax receipts evidencing the payments of such amounts and (b) the sum payable by Partner upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, eXo receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount eXo would have received and retained absent the required deduction or withholding.

**2.3 Payment.** Unless otherwise indicated the applicable Order Form(s), payments of all invoices: (a) will be paid within thirty (30) days of the date of the invoice; and (b) will be made in U.S. dollars without right of set off or chargeback. All eXo supplied Products and Subscription Services will only be delivered to Partner electronically through the Internet. All fees are non-refundable. All amounts not paid when due are subject to a late fee of the lesser of one percent (1%) per month or the maximum amount allowable by law. eXo may also suspend provision of the Services and/or Subscription Services until such delinquency is corrected.

**2.4 Notification of Changes.** eXo will provide Partner with sixty (60) days written notice of any changes in the Partner Program, Products, fees for Subscriptions and/or Subscription Services, Services, and delivery schedules.

**2.5 Audit Rights.** Partner will, during this Agreement and for a period of two (2) years after termination, maintain records relating to contracts, Named Applications, Products, Services, invoices, accounts, complaints and other transactions relating to its performance under this Agreement. Partner agrees that eXo, upon at least ten (10) days prior written notice during business hours may at its own cost and expense directly or through an agent inspect such accounts, records and other information as may be required to verify Partner's compliance with this Agreement. The cost of the audit will be borne by eXo unless the audit reveals an underpayment by Partner to eXo, in which case Partner will immediately pay the amount of the underpayment and will pay for the cost of the audit.

**3. CONFIDENTIALITY.** Each party acknowledges that it acquires only the right to use the other party's Confidential Information under the terms and conditions of this Agreement and does not acquire any rights of ownership or title in the other party's Confidential Information. Each party will hold in confidence any Confidential Information received by it from the other and will protect the confidentiality of such with the same degree of care that it exercises with respect to its own information of like import, but in no event less than reasonable care, for a period of five (5) years from receipt; provided that to the extent the Confidential Information constitutes a trade secret(s) under law, the receiving party agrees to protect such information for so long as it qualifies as a trade secret under applicable law. Each party will only disclose Confidential Information to its employees, agents, representatives and authorized contractors (collectively "Representatives") having a need to know for the purposes of this Agreement. Each party will notify and inform such Representatives of each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Confidential Information and will obtain or have obtained its Representatives' agreements to comply with such limitations, duties, and obligations with regard to such Confidential Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of the Representatives related to the other party's Confidential Information. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of any of the proprietary restrictions set forth in this Section. In the event that a party is required to disclose Confidential Information pursuant to any applicable statute, regulation or order of a court of competent jurisdiction, that party will use commercially reasonable efforts to notify the other party of the required disclosure.

#### **4. OWNERSHIP.**

**4.1** Other than the limited rights specifically granted in this Agreement. eXo will own all right, title, and interest in and to its pre-existing technology, the Products, Subscription Services, Services, and all modifications, enhancements and Derivative Works thereof, and all associated Intellectual Property Rights. Subject to eXo's rights in its pre-existing technology, Partner will own all right, title and interest in and to all Named Applications, if applicable, and all Intellectual Property Rights associated with such Named Applications.

**4.2 Trademarks** Partner will use eXo trademarks only in accordance with eXo's then-current Trademark Standards for Use. Any use by Partner of eXo trademarks will inure to the benefit of eXo.

**4.3** Partner acknowledges that in the course of performing any Services for Partner, eXo may create software or other works of authorship (collectively "Deliverables"). Subject to Partner's rights in the Partner Confidential Information, eXo shall own all right, title and interest in such Deliverables, including all intellectual property rights therein and thereto. eXo hereby grants to Partner an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute (internally and externally), transfer, exploit and make derivative works of any such Deliverables.

**4.4** Partner is not obtaining any intellectual property right in or to any training materials provided by eXo to Partner in connection with the provision to Partner of Services ("Materials"), other than the rights of use specifically granted in this Agreement. Subject to the terms of this Agreement, Partner will be entitled to keep and use all Materials provided by eXo to Partner. Materials may not be copied electronically or otherwise whether or not for archival purposes, modified including translated, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way.

#### **4.5 Restrictions.**

**4.5.1** Partner will not fork or bifurcate the source code for any eXo Community Edition Products into a separately maintained source code repository so that development done on the original code requires manual work to be transferred to the forked software or so that the forked software starts to have features not present in the original software.

**4.5.2** During the term of this Agreement and up until thirty six (36) months after the termination or expiration of this Agreement, Partner may not develop, market, distribute or offer any services related to any eXo Products, Derivative Works of such products, or any Partner software code made to work with eXo Products (such as application hosting services, training, technical support, configuration and customization services, etc.) except as outlined in this Agreement.

### **5. WARRANTIES.**

**5.1 Warranty and Acceptance.** Subscription Services and Services are deemed to be accepted by Partner upon delivery. eXo warrants that the Subscription Services and Services will be performed in a workmanlike manner and shall conform to standards of the industry. In case of breach of the foregoing warranty, Partner's sole remedy and eXo's sole obligation will be for eXo to re-perform the defective Services or Subscription Services.

**5.2** eXo warrants that the during the thirty (30) day period following the date that Product is initially licensed by Partner, the Products will substantially conform to the Documentation. In case of breach of the foregoing warranty, Partner's sole remedy and eXo' sole obligation will be for eXo to correct the defects in the Products.

**5.3** The warranties in Sections 5.1 and 5.2 are made to and for the benefit of Partner only. The warranties will apply only if: (i) the Products have been properly installed and used at all times and in accordance with the instructions in the applicable Documentation; (ii) no modification, alteration or addition has been made to the Products; and (iii) eXo receives written notification of the breach, in the case of the warranty in Section 5.1, within three (3) days following the performance of the relevant Services or Subscription Services and in the case of the warranty in Section 5.2, within thirty (30) days following the date the Products were initially delivered to Partner.

**5.4 Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PRODUCT, SERVICES AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS" AND EXO MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBSCRIPTION SERVICES, SERVICES, DELIVERABLES, WORK PRODUCT, PRODUCTS, THE DOCUMENTATION OR ANY MATERIALS FURNISHED OR PROVIDED TO PARTNER UNDER THIS AGREEMENT. EXO DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES, DELIVERABLES, WORK PRODUCT, SERVICES, PRODUCTS, THE DOCUMENTATION OR ANY MATERIALS FURNISHED OR PROVIDED TO PARTNER UNDER THIS AGREEMENT WILL OPERATE UNINTERRUPTED OR THAT THEY WILL BE FREE FROM DEFECTS OR THAT THE PRODUCTS ARE DESIGNED TO MEET PARTNER'S BUSINESS REQUIREMENTS. EXO HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY OF DATA, SYSTEM INTEGRATION, COURSE OF PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SUBSCRIPTION SERVICES, SERVICES, DELIVERABLES, WORK PRODUCT, PRODUCTS, THE DOCUMENTATION OR ANY MATERIALS FURNISHED OR PROVIDED TO PARTNER UNDER THIS AGREEMENT. PARTNER ACKNOWLEDGES THAT THE PROEUCTS ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY HIGH RISK OR STRICT LIABILITY ACTIVITY (INCLUDING, WITHOUT LIMITATION, AIR OR SPACE TRAVEL, POWER PLANT OPERATION, OR LIFE SUPPORT OR EMERGENCY MEDICAL OPERATIONS) AND THAT EXO MAKES NO WARRANTY AND SHALL HAVE NO LIABILITY IN CONNECTION WITH ANY USE OF THE PRODUCTS IN SUCH SITUATIONS.

**6. LIMITATION OF LIABILITY.** EXO WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT (INCLUDING NEGLIGENCE), WHETHER OR NOT FORESEEABLE, EVEN IF EXO HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXO'S AGGREGATE LIFETIME CUMULATIVE LIABILITY FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT, WILL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EXO'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE FEES PAID BY PARTNER TO EXO

UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. THE REMEDIES SPECIFICALLY PROVIDED BY THIS AGREEMENT SET FORTH PARTNER'S EXCLUSIVE REMEDIES AND ALLOCATE BETWEEN EXO AND PARTNER THE RISKS UNDER THIS AGREEMENT, SOME OF WHICH MAY BE UNKNOWN OR UNDETERMINABLE. NEITHER PARTY SHALL BRING ANY CLAIM BASED ON THE PRODUCTS, SERVICES OR THE SUBSCRIPTION SERVICES PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

## **7. TERM AND TERMINATION.**

**7.1 Term.** This Agreement will commence on the Effective Date, and, unless stated on an Order Form, will remain in effect for a period of one (1) year. Thereafter, this Agreement will automatically renew at additional one (1) year periods at the then-current price, unless either party provides at least sixty (60) days prior written notice to the other party of its intent not to renew.

**7.2 Termination.** This Agreement may be terminated by a party for cause immediately if (a) the other ceases to do business, or otherwise terminates its business operations; or (b) the other materially breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days of written notice describing the breach. In addition, eXo may terminate this Agreement at any time by providing Partner with ninety (90) days prior written notice.

**7.3 Effect of Termination.** Upon termination of this Agreement by either party (a) all rights and licenses of Partner and eXo hereunder will terminate and no further licenses may be granted by Partner, except that licenses granted to End Customers in accordance with this Agreement will remain in effect in accordance with their terms; and (b) each party will immediately return to the other party all Confidential Information in its possession, custody or control in whichever form held (including all copies or embodiments of the Confidential Information) and will cease using any trademarks, service marks and other designations of the other party. To remove all doubt, except as set forth in this Agreement, it is hereby clarified that Partner will not be entitled to any additional remuneration, or reimbursement of any expenses based on the expiration or termination of this Agreement.

**7.4 Survival.** Sections 3, 4, 5.4, 6, 7.3, 7.4, 11 and 12 will survive the expiration or termination of this Agreement.

**8. MARKETING.** eXo will include the Partner company logo and profile on eXo website. Partner will include the eXo company logo on Partner website in accordance with the eXo Trademark Standards for Use. Each party may issue a press release announcing that Partner is an eXo Certified Partner. Each party will provide a quote from an executive to support the other party's press release. All marketing activities are subject to written approval by both Partner and eXo.

**9. REQUIRED CONSENTS.** In the event that Partner provides eXo with access to any third party software, Partner will ensure that it has the proper licenses or approvals necessary for eXo or its subcontractors to access and use such software to the extent necessary for eXo to perform the Services.

**10. GOVERNMENT RIGHTS.** The Products under this Agreement are "commercial computer Products" as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer Products and/or commercial computer Products documentation subject to the terms and this Agreement as specified in 48C.F.R. 12.212 (Computer Products) and 12.11 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer Products and/or commercial computer Products documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors. Partner will not export the Products in violation of the export laws of the United States or of any other country.

## **11. GENERAL TERMS.**

**11.1 Force Majeure.** With the exception of payment obligations, a party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform.

**11.2 Relationship of Parties.** This Agreement is not intended to create a relationship such as a partnership, franchise, joint venture, agency, or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.

**11.3 Notices.** All written notices required by this Agreement must be delivered either in person or by a means evidenced by a delivery receipt. All notices will be effective upon receipt, and shall be addressed to eXo at eXo NA, LLC, 51 Federal Street, Suite 305, San Francisco, CA 94107, and to Partner at the address specified during the registration process.

**11.4 Assignment.** This Agreement and any rights or obligations of Partner under it may not be assigned, subcontracted or otherwise transferred by Partner, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of eXo, and any attempt to assign this Agreement by Partner without such consent shall be null and void and of no force and effect. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

**11.5 Conflicting Terms.** In the event of any conflict between the terms of this Agreement and an Order Form, the terms of the Order Form will prevail.

**11.6 Waiver or Delay.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

**11.7 Provisions Found Invalid.** If any term or provision of this Agreement is found to be invalid under any applicable statute or rule of law then, that provision notwithstanding, this Agreement will remain in full force and effect and such provision will be deemed omitted; provided, however, in lieu of such omitted provision there will be added to this Agreement a valid provision which is as nearly identical to the omitted provision as possible.

**11.8 Construction.** This Agreement has been negotiated by the parties, each of which has been represented by counsel. This Agreement will be fairly interpreted in accordance with its terms, without any strict construction in favor of or against either party.

**11.9 Any action related to this Agreement will be governed by New York law and controlling U.S. federal law without regard for its choice of law provisions. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in New York, New York for resolution of any disputes arising out of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) will not apply in any respect to this Agreement.**

**11.10 Dispute Resolution.** If Partner is not satisfied with eXo, or the Products or Subscription Services provided by eXo, Partner agrees to give eXo a written description of the problem(s) and to make a good faith effort to amicably resolve the problem with eXo before commencing any proceeding. eXo also agrees to make a good faith effort to amicably resolve any problem with Partner before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. No claim or action, regardless of form, arising out of this Agreement or an SOW may be brought by either party more than one (1) year after the cause of action has accrued.

**11.11 Export.** Partner will not export the Products in violation of the export laws of the United States or of any other country.

**11.12 Non-Solicitation.** During the term of this Agreement and for a period of one (1) year thereafter, neither party will directly or indirectly, either alone or in association with others, (a) solicit, or permit any of its Affiliates to solicit, any employee of the other party or its Affiliates to leave the employ of the other party or any of its Affiliates, or (b) solicit for employment, hire, or engage as an independent contractor, or permit any of its Affiliates to solicit for employment, hire, or engage as an independent contractor, any person who was employed by the other party or its Affiliates; provided, that this clause (b) will not apply to any individual whose employment with the other party or any of its Affiliates has been terminated for a period of six (6) months or longer and provided further that this Section will not prohibit general advertisement of employment opportunities not specifically targeting any employee(s) of the other party or its Affiliates.

**11.13 Entire Agreement.** This Agreement together with the attached Addendum(s) and any applicable Order Forms and SOWs constitutes the entire agreement between the parties relating hereto and will supersede all prior agreements and understandings concerning the subject matter hereof. This Agreement may not be changed except in writing and signed by both parties. No terms, provisions or conditions of any order form, acknowledgement or other business form that Partner may use in connection with the acquisition or licensing of the Products will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of eXo to object to such terms, provisions or conditions. Any such additional or conflicting terms and conditions on any Partner Order Form, acknowledgement or other business form are hereby rejected by eXo. Purchase orders will be for the sole purpose of defining quantities, prices and describing the Products, Subscription Services and/or Services to be provided under this Agreement, and to this extent only are incorporated as a part of this Agreement and all other terms in purchase orders are rejected.

## 12. DEFINITIONS.

“Affiliate” means an entity that a party, directly or indirectly, controls, an entity that controls a party or an entity that is under common control with a party. For purposes of this provision, control means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity.

“Business Day” means 8h-18h GMT, from Monday to Friday, excluding eXo holidays.

“Confidential Information” means information or materials provided by one party to the other which has value because it is not generally known and which the disclosing party uses reasonable means to protect and includes without limitation any information which are in tangible form and labeled “confidential” or the like, or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, are summarized, appropriately labeled and provided in tangible form. The following information shall be considered Confidential Information whether or not marked or identified as such: information regarding eXo pricing, product roadmaps and strategic marketing plans. Confidential Information excludes information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of Confidential Information of the disclosing party; or (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party.

“Consultative Support”, if applicable, are as described in the attached Addendum(s) and applicable Order Form.

“CORE Processor” means the unit that reads and executes program instructions.

“Derivative Work” means: (a) for copyrightable or copyrighted material (including materials subject to mask work rights), a work which is based upon one or more pre-existing works, such as a revision, modification, translation, abridgement, condensation, expansion, collection, compilation, or any other form in which such pre-existing works may be recast, transformed, or adapted; (b) for patentable or patented materials, any adaptation, addition, improvement, or combination; and (c) for material subject to trade secret protection, any new material, information, or data relating to and derived from such existing trade secret material, including new material which may be protectable by copyright, patent, or other proprietary rights. Each of the above will be considered a “Derivative Work” only to the extent that, in the absence of this Agreement or other authorization by the owner of the pre-existing work, preparation, copying, use, distribution, and/or display would constitute an infringement of a party's Intellectual Property Rights in such pre-existing work.

“Development Support”, if applicable, is as described in the attached Addendum(s).

“Documentation” means the standard end-user technical documentation and specifications that eXo supplies with the Product, as revised by eXo from time to time. Advertising and marketing materials are not Documentation.



“End Customer” means any end user customer purchasing the eXo Named Application, Subscriptions, Services and/or Subscription Services for its own internal use and not for resale to a third party.

“Error” means a failure of the Product qualified as such by eXo.

“eXo Certified Professional” means an employee of Partner who has successfully completed the certification training including without limitation the eXo Certification Test.

“eXo Certification Test” means the standard eXo certification test.

“Intellectual Property Rights” means all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including all: (a) patent rights; (b) rights associated with works of authorship including copyrights and mask work rights; (c) rights relating to the protection of trade secrets and confidential information; (d) trademarks, service marks, trade dress and trade names; and (e) any right analogous to those set forth in this Agreement and any other proprietary rights relating to intangible property.

“List Price” means the then-current list price, as may be modified from time to time by eXo with at least sixty (60) days prior written notice.

“Major Release” means a later version of the Product identified by a change in the first digit (X) of the version numbering scheme (X.y.z).

“Minor Release” means a later version of the Product identified by a change in the second digit (Y) of the version numbering scheme (x.Y.z)

“Maintenance Release” means a later version of the Product identified by a change in the third digit (Z) of the version numbering scheme (x.y.Z).

“Named Applications” mean the software products developed by Partner incorporating the Products with the Partner Products identified in an Order Form.

“Named Contact” means an employee of Partner who is proficient on the Product.

“Open Source Software” means various open source software components licensed under the terms of applicable open source license agreements included in the materials relating to such software. Open Source Software is composed of individual software components, each of which has its own copyright and its own applicable license conditions.

“Order Form” means an order form, whether in written or electronic form, defining the Subscriptions, Services and/or Subscription Services.

“Product(s)” means the software in object code format provided by eXo to Customer, as specified on the Order Form, licensed under this Agreement as of the Effective Date or a future date, including any Documentation incorporated therein, and Updates to such software that eXo may provide to Customer from time to time as part of Subscription Services.

“Production Support” means support for the Product in a production environment.

“Remote Assistance” refers to services provided to eXo customers that specifically address customer installations of the Product. These service sessions are usually fulfilled over the phone and through interactive web discussions, have a pre-defined outcome and a fixed scope.

“Services” means consulting and/or training services provided by eXo and as specified in an Order Form.

“Subscription” means the license for the Product and Subscription Services ordered and paid for by Customer and provided by eXo as specified on the Order Form.

“Subscription Services” means subscription and support services provided by eXo for Products, as specified in the attached Addendum(s).

“Subscription Term” means the term of the Subscription as specified on the applicable Order Form.

“Territory” means the geographical territory specified, if any, in an Addendum.

“Update” means a Release, Version, or Maintenance Fix of the Product.