

## DEFINITIONS AND INTERPRETATION

Last Updated: August 1, 2024

1. This Cyferd Definitions document (this “**Document**”) applies to, forms part of and is supplemental to the Cyferd Master Services Agreement known as ‘Cyferd – MSA (A) – 1 August 2024’ (the “**Agreement**”), each Order Form (as defined herein) and each Cyferd Policy (as defined herein).
2. Section 11.11 of the Agreement applies in this Document. Cyferd may change this Document by posting an updated version of this Document at <https://cyferd.com/cyferdcomm/us> and such updates will be effective upon posting.
3. References in this Document to Sections are to Sections of the Agreement.
4. In the Agreement, each Order Form and each Cyferd Policy the following words and expressions shall have the following meaning unless the context otherwise requires:

“ <b>Acceptable Use Policy</b> ”	the ‘ <b>Cyferd – Acceptable Use Policy</b> ’ ( <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> ) (being a Cyferd Policy) as the same is amended from time to time by Cyferd
“ <b>Access</b> ”	means Cyferd setting up an online account for Customer and creating the applicable Tenancy in question for Customer to enable Customer to access and use the Cyferd Product from/with that Tenancy in accordance with and subject to the terms of the Agreement and the applicable Order Form having strict regard to any Access/Usage Parameters and “ <b>Access to the Cyferd Product</b> ”, “ <b>Accessed</b> ”, “ <b>Accesses</b> ” and “ <b>Accessing</b> ” shall be construed accordingly
“ <b>Access/Usage Parameters</b> ”	means the scope of and any restrictions (designated as ‘ <i>Access/Usage Parameters</i> ’) to the Access to and use of the Cyferd Product as provided for in the Agreement, the applicable Order Form, in any Cyferd Policy, any other document that applies in the Agreement and/or otherwise in writing by Cyferd and Customer, from time to time that apply to the applicable Tenancy. For the avoidance of doubt different Tenancies could have different Access/Usage Parameters
“ <b>Administrative Data</b> ”	means the following data and information of or in connection with Customer (that is not Customer Data) that Cyferd holds in connection with Customer’s use of the Cyferd Product: (i) billing information; (ii) data logs; (iii) information relating to or obtained in connection with the provision of the Standard Support Services; (iv) information relating to Customer’s account with Cyferd; (v) Application Monitoring Data; and (vi) Aggregated Statistics
“ <b>Administrator</b> ”	means the person or persons designated by Customer who administers the Tenancy(ies) and the Cyferd Product to Customer and/or Authorized Users on Customer’s behalf and who has the oversight administrative function in respect of the Tenancy(ies)
“ <b>Affiliate</b> ”	means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity
“ <b>Aggregated Statistics</b> ”	as defined in Section 3.4 of the Agreement

“ <b>amendment</b> ”	means a novation, re-enactment, restatement, supplement, extension, variation or an amendment (and “ <b>amend</b> ” and “ <b>amended</b> ” shall be construed accordingly)
“ <b>Annual Pricing Policy</b> ”	the ‘ <b>Cyferd – Annual Pricing Policy</b> ’ ( <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> ) (being a Cyferd Policy) as the same is amended from time to time by Cyferd
“ <b>API</b> ”	means an application program interface that allows two or more different software programs to talk to each other and leverage and share information
“ <b>App</b> ”	means an application built on and using the Cyferd Product and “ <b>Apps</b> ” shall be construed accordingly. In this regard an “ <b>application</b> ” is made up of a collection of data entities associated together with additional meta data to automate process flows and control views. For this purpose, an App does <b>not</b> include a Mobile App or the Cyferd Web Client or any API or any Integration or any Feature
“ <b>App Usage</b> ”	means Customer’s (including all of its Authorized User’s) use of an App for/with Customer’s ‘live’ data and in a ‘live’ environment (and not in a development and/or test only environment) for each year of the applicable Initial Order Term (or the Initial Order Term where it is a year) and/or for each year of any applicable Extension Order Term (or any Extension Order Term where it is a year) (as the case may be)
“ <b>App Usage Fees</b> ”	means the annual fees payable by Customer for the App Usage in respect of that App as stated in the applicable Order Form and being assumed/estimated aggregate annual fees based on the (applicable) Customer’s Expected App Usage and subject to, at all times, the <b>App Usage Fees Policy</b> and the other applicable terms of the Agreement and the applicable Order Form
“ <b>App Usage Fees Policy</b> ”	the ‘ <b>Cyferd – App Usage Fees Policy</b> ’ ( <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> ) (being a Cyferd Policy) as the same is amended from time to time by Cyferd
“ <b>Applicable Currency</b> ”	means either Dollars, Sterling or euro as stated in the applicable Order Form. Where the Order Form does not expressly provide for the ‘ <i>Applicable Currency</i> ’ it shall mean Dollars
“ <b>Applicable Territory</b> ”	means the territory or those territories provided for in the that Order Form unless and to the extent it is illegal (including as a result of any embargo) for Customer’s Access to the Cyferd to be provided to or received within from time to time
“ <b>Application Monitoring Data</b> ”	as defined in Section 3.4 of the Agreement
“ <b>Authorized User</b> ”	means an employee or independent contractor of Customer or such other person or entity for whom an Authorized User Account set up for him/her/it by the Administrator and as a result is authorized by Customer to have Access to use of the Cyferd Product within the applicable Tenancy and at all times in accordance with and subject to the terms and conditions of the Agreement and the applicable Order Form and subject to the scope

	of the permissions, restrictions and any special rights applied to such Access from time to time
<b>“Authorized User Account”</b>	means an account set up by or on behalf of Customer to help with the governance/administration of an Authorized User’s Access to the Cyferd Product within the applicable Tenancy, such account containing all requisite details for or in respect of such Authorized User including the usage permissions, restrictions and any special rights to be applied for that Authorized User and <b>“Authorized User Accounts”</b> shall be construed accordingly
<b>“Business Day”</b>	means a day other than a Saturday, Sunday, or holiday when banks in New York City, New York, are open for business
<b>“calendar year”</b>	as defined in the definition of ‘year’ in this Document
<b>“Claim”</b>	as defined in Section 9.1 of the Agreement
<b>“Commencement Date”</b>	means the date specified or deemed to be specified in the applicable Order Form
<b>“Confidential Information”</b>	means: (i) (where the Disclosing Party is Cyferd) Cyferd’s Confidential Information; or (ii) (where the Disclosing Party is Customer) the Disclosed Customer Data, the Administrative Data and any other information of Customer which Customer and Cyferd agree in writing should be ‘ <i>Confidential Information</i> ’ for the purposes of the Agreement and which is of a confidential or proprietary nature or commercially sensitive
<b>“Contract”</b>	means a legally binding contract, agreement, licence, commitment or other arrangement (whether or not reduced to writing)
<b>“Control”</b>	means the power to direct or cause the direction of the management and policies of a Party, whether through the ownership of voting securities, by contract or otherwise, and <b>“Controlled by”</b> and <b>“under common Control with”</b> have correlative meanings
<b>“Customer”</b>	means the person or entity specified or deemed to be specified as the ‘ <i>Customer</i> ’ in the Agreement or in the applicable Order Form(s) (as the case may be) or, in the case of a POC Trial where there is no Order Form, the person or entity designated in writing by Cyferd as the ‘ <i>Customer</i> ’ who is receiving the benefit of the POC Trial
<b>“Customer App Customisation”</b>	means the creation of and/or any modification, customisation, maintenance and/or update of or to an App by or on behalf of Customer that is not a Cyferd App Customisation or to the extent that it is not or does not include any Cyferd App Customisation(s) (and <b>“Customer App Customisations”</b> shall be construed accordingly)
<b>“Customer’s Authentication Set Up”</b>	means the authentication process(es) and/or requirements that an Authorized User will need to follow/comply with to enable the Access (or relevant part thereof) to be made available to that Authorized User, the frequency as to when the same will be required and which third-party’s or third-parties’ authentication tools/software is/are to be used and/or integrated for or in connection with such authentication process(es) and/or requirements (providing it is, in Cyferd’s sole opinion, a suitable ‘ <i>Identity Provider</i> ’)

<b>“Customer Data”</b>	means any electronic data and information (in any form including data, content, code, video, or other materials) that Customer or any of its Authorized Users or the Administrator Transmit to the Cyferd Product (including via any Tenancy, App or Feature) (but excluding Feedback)
<b>“Customer’s Expected App Usage”</b>	means the estimated and assumed App Usage Fees for the App Usage of that App as calculated by Cyferd based on (written) information provided by Customer to Cyferd (or to the Cyferd Partner in question where Ordered through a Cyferd Partner) and the (written) factors, assumptions and rationale set by or approved by Cyferd that underpins and supports the same and as the same may be amended from time in accordance with the <b>App Usage Fees Policy</b>
<b>“Cyferd Android App”</b>	means the software packaged for Authorized Users to install onto their mobile device from the ‘ <i>Google Play store</i> ’ to access a Tenancy and the related Customer Data. The Cyferd Android App is designed to offer a native experience on a mobile device operating the Android operating system and is licensed in connection with the Agreement and in particular the applicable EULA. The Administrator can block access from the Cyferd Android App if required
<b>“Cyferd Annual Platform Fee”</b>	means the then prevailing Enterprise annual Platform Fees for a Production Tenancy or a Development Tenancy or a User Acceptance Tenancy or any Other Non-Production Tenancy (as the case may be) as set out in the <b>Annual Pricing Policy</b>
<b>“Cyferd App”</b>	means an App created by or on behalf of Cyferd (whether as Professional Services, made available generally, and/or made available to purchase and/or otherwise) and whether or not for Customer and/or any other Cyferd customers (and “ <b>Cyferd Apps</b> ” shall be construed accordingly). Where there is a Contract in respect of the creation of/the making available or sale of the same (including any applicable PSA) and such Contract expressly provides that the Intellectual Property Rights in respect of the same belong to and shall remain vested in Cyferd or the relevant Licensor or such Contract is silent in respect of the ownership of Intellectual Property Rights in respect of the same then such App will be deemed to be a Cyferd App. Where there is no such separate Contract in respect of the creation of/the making available or sale of the same then such App will be deemed to be a Cyferd App
<b>“Cyferd App Customisation”</b>	means: (i) a Cyferd App to that extent; (ii) any general modification, customisation, maintenance and/or update of or to a Cyferd App by or on behalf of Cyferd; (iii) any modification, customisation, maintenance and/or update of or to a Cyferd App or any other App (including any Non-Cyferd App) by or on behalf of Cyferd (as Professional Services or otherwise) for Customer and/or any other Cyferd customers; and (iv) (to the extent not provided for in (i) to (iii) (inclusive)) in respect of any App, the extent to which the Cyferd Product (including any Features) and its underlying technology and software (whether for or on behalf of Cyferd, Customer, any other Cyferd customer, any applicable Cyferd Partner or any other applicable

person or entity): (a) creates that App; and/or (b) carries out, performs or executes any modification, customisation, maintenance and/or update to that App and/or the Cyferd Product (including any Features) and its underlying technology and software and the use of the same (and “**Cyferd App Customisations**” shall be construed accordingly). Where there is a Contract in respect of (ii), (iii) and/or (iv) (including any applicable PSA) and such Contract expressly provides that the Intellectual Property Rights in respect of the subject matter of (ii), (iii) and/or (iv) belong to and shall remain vested in Cyferd or the relevant Licensor or such Contract is silent in respect of the ownership of Intellectual Property Rights in respect of the same then the subject matter of (ii), (iii) and/or (iv) as applicable will be deemed to be a Cyferd App Customisation. Where there is no such separate Contract in respect of (ii), (iii) or (iv) then the subject matter of the same will be deemed to be a Cyferd App Customisation

**“Cyferd’s Confidential Information”**

means all confidential information (however recorded or preserved) that is disclosed or made available (in any form or by any method) by or on behalf of Cyferd or any of its Affiliates whether before, on or after the Effective Date and each and every Commencement Date relating to or in connection with Cyferd and its Affiliates (of any of them) including: (i) its/their business or affairs, financial or trading position, funding/proposed funding, assets, rights, interests, Intellectual Property Rights, customers, clients, suppliers, employees, plans, operations, methods, systems, processes, past, present or future products and/or services, past, present or future contracts, intentions or business/market opportunities; (ii) the Agreement and each and every Order Form (and all pricing and (if any) special terms therein); (iii) the Cyferd Product (including any Tenancy(ies), App(s) and Feature(s)) and/or any other products or services of Cyferd which relate to the Cyferd Product; (iv) the Documentation and any other technical or operational specifications or data relating to the Cyferd Product (including any Tenancy(ies), App(s) and Feature(s)) and/or any other products or services of Cyferd which relate to the Cyferd Product; (v) Cyferd’s Intellectual Property Rights; (vi) any Professional Services provided to Customer from time to time by or on behalf of Cyferd (including any scoping documents, plans and pricing and/or special terms in relation to the same); (vii) any information in respect of which Cyferd or any of its Affiliates owes an obligation of confidentiality to any third-party; and (viii) any other information that is identified as being of a confidential or proprietary nature or commercially sensitive

**“Cyferd customer”**

means any customer of Cyferd for the Cyferd Product from time to time (including Customer)

**“Cyferd Indemnitee”**

as defined in Section 9.1 of the Agreement

**“Cyferd iOS App”**

means the client software packaged for Authorized Users to install onto their mobile device from the ‘*App Store*’ to access a Tenancy and the related Customer Data. The Cyferd iOS App is designed to offer a native experience on a mobile device operating the iOS/Apple operating system and is licensed in connection with the Agreement

	and in particular the applicable EULA. The Administrator can block access from the Cyferd iOS App if required
<b>“Cyferd’s Intellectual Property Rights”</b>	means all Intellectual Property Rights owned and/or used by Cyferd (whether or not in connection with the Cyferd Product) from time to time including, without limitation, as set forth in Section 3.1 of the Agreement
<b>“Cyferd Marketplace”</b>	means Cyferd’s online marketplace of Apps, APIs and Integrations (as further described in the ‘ <b>Cyferd – Marketplace Terms of Use</b> ’ ( <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> ) as the same may be amended by Cyferd from time to time)
<b>“Cyferd Materials”</b>	means all of the Materials provided or made available by or on behalf of Cyferd, but excluding all Customer Data and all Non-Cyferd Materials
<b>“Cyferd Partner Order Form”</b>	means an order form (relating to Enterprise) entered into between the applicable Cyferd Partner and Customer for Customer’s Access to and use of the Cyferd Product, any applicable Tenancy(ies) and/or any other applicable Purchased Item(s) that the Cyferd Partner has the right to sell on behalf of Cyferd. To the extent that the order form contains other products and services it shall not form part of the Agreement or the Order Form.
<b>“Cyferd Partners”</b>	means the formally appointed (by Cyferd) partners of Cyferd in connection with the Cyferd Product from time to time (each such partner being a ‘ <i>Referral Partner</i> ’, a ‘ <i>Sales Partner</i> ’, a ‘ <i>Services Partner</i> ’, a ‘ <i>Solutions Partner</i> ’ or such other type of partner that Cyferd expressly designates as a ‘ <i>Cyferd Partner</i> ’ from time to time) and “ <b>Cyferd Partner</b> ” shall be construed accordingly
<b>“Cyferd Policies”</b>	means the applicable policies, ancillary terms and conditions, charters and documents of Cyferd which are set out at <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> which apply to Enterprise and which are designated by or on behalf of Cyferd as a ‘ <i>Cyferd Policy</i> ’ [each a “ <b>Cyferd Policy</b> ”]
<b>“Cyferd Product”</b>	means the cloud-native ‘Platform as a Service’ “ <b>PaaS</b> ” known as ‘Cyferd’ providing agile ‘ <i>Digital Transformation</i> ’ solutions
<b>“Cyferd Product Update”</b>	as defined in Section 3.6 of the Agreement
<b>“Cyferd Remote Agent”</b>	means the software in the form of an application, in object code form, initially provided or made available in connection with the Agreement and in particular the applicable EULA to Customer as well as updates thereto that Cyferd elects to make available at no additional charge that can be set up on Customer’s private network to enable/facilitate certain secure communication between Customer’s private network and Customer’s Tenancy(ies). This allows Customer to connect its on-premise systems and databases to its Tenancy(ies) without needing to open up its firewall to the internet. The Cyferd Remote Agent creates a continuous web socket connection to Customer’s Tenancy(ies) to allow for two-way communication (i.e. requesting/delivering data from/to on-premise integrations)
<b>“Cyferd Web Client”</b>	means the client front end that an Authorized User can access through a web browser. There is no install required to use the web client as it loads directly from the Cyferd

	Product (via the Tenancy(ies) in question) to the browser to allow Authorized Users access to all the eligible features of the Cyferd Product for the Tenancy(ies) in question. The Cyferd Web Client runs on any standard modern browsers (such as Google Chrome, Mozilla Firefox, Microsoft Edge, Apple Safari)
<b>“Database Services”</b>	as defined in Section 4.3 of the Agreement
<b>“Data Protection Policy”</b>	the ‘ <b>Cyferd – Data Protection Policy</b> ’ ( <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> ) (being a Cyferd Policy) as the same is amended from time to time by Cyferd
<b>“Developer License”</b>	means a Purchased Item ordered by Customer giving the right for Customer for the applicable Order Term: (i) build any App, (ii) give any Authorized User any build or similar permissions that would enable or imply that Authorized User could build any App; (iii) (notwithstanding (ii)) permit or allow the Administrator or any Authorized User to use any build or similar permissions that would enable or imply the Administrator/any Authorized User could build any App and subject to, at all times, the <b>Developer License Policy</b> and the Documentation and the other applicable terms of the Agreement and the applicable Order Form
<b>“Developer License Fees”</b>	means the aggregate subscription fee payable by Customer as stated/provided for in the applicable Order Form for the Developer License specified in that Order Form for each year of the Initial Order Term (or the Initial Order Term where it is a year) and/or any Extension Order Term (as the case may be)
<b>“Developer License Policy”</b>	the ‘ <b>Cyferd – Developer License Policy</b> ’ ( <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> ) (being a Cyferd Policy) as the same is amended from time to time by Cyferd
<b>“Development Tenancy”</b>	means a Non-Production Tenancy for Customer’s development use (for the creation, modification, customisation, maintenance and/or updating of Apps) and (if Customer does not have a separate User Acceptance Tenancy) for Customer’s testing (of Apps) use. Customer’s Access to and use of a Development Tenancy is subject to, inter alia, those Access/Usage Parameters that apply to a Development Tenancy and, separately, to a Non-Production Tenancy including those set out in Section 2.3 of the Agreement and the applicable Order Form
<b>“Disclosed Customer Data”</b>	as defined in Section 6.1 of the Agreement
<b>“Disclosing Party”</b>	as defined in Section 6.1 of the Agreement
<b>“Documentation”</b>	means the then current user and support documentation and guides (in whatever form) for (as applicable) the Cyferd Product (or any part including any Tenancy(ies), App(s) or Feature(s)) and/or any other Purchased Item(s) as the same is amended from time to time by Cyferd and which is provided/made available by Cyferd. Documentation is available upon the request of Customer at any time or upon Access
<b>“Dollars” and “\$”</b>	means the lawful currency of the United States of America
<b>“Effective Date”</b>	as defined in the first paragraph of the Agreement

<b>“Enterprise”</b>	means ‘ <i>Cyferd contract type</i> ’ to which the Agreement and each Order Form relates (and each Order Form will refer to ‘ <i>Enterprise</i> ’ as being the ‘ <i>Cyferd contract type</i> ’ in this regard) and <b>“Enterprise Agreements”</b> means all Enterprise agreements (being the equivalent of the Agreement) Cyferd is a party to, and <b>“Enterprise Agreement”</b> shall be construed accordingly. <b>“Enterprise Customer”</b> means a Cyferd customer who is party to an Enterprise Agreement and <b>“Enterprise Customers”</b> shall be construed accordingly
<b>“EULA”</b>	means an end user licence agreement between Cyferd (as licensor) and Customer (as licensee). A EULA may be required to be accepted by Customer and/or each Authorized User in respect of each of the Mobile Apps, the Cyferd Remote Agent, certain items purchased from the Cyferd Marketplace, and/or other applicable applications or software (which are not Apps)
<b>“euro”, “€” and “EUR”</b>	means the lawful single currency of the applicable participating member states of the European Union
<b>“Extension Order Term”</b>	as defined in Section 10.1 of the Agreement
<b>“Feature”</b>	means a particular/specific feature of the Cyferd Product that is not an App, but which is embedded into the Cyferd Product (and <b>“Features”</b> shall be construed accordingly). Certain Features can or will be made available to Customer as part of its Access to the Cyferd Product and such Access will be included in the applicable Platform Fee(s). Certain Features can or will be Premium Features and Access to and use of the same will need to be purchased by Customer separately for the applicable Premium Fees
<b>“Feedback”</b>	means any feedback and suggestions for improvement relating to or in connection with the Cyferd Product (or any part) any Cyferd Apps, any Cyferd App Customisations, any Features and/or any other Purchased Item(s) (or any part) provided (directly or indirectly) by Customer, the Administrator and/or any Authorized User to Cyferd
<b>“Fees”</b>	as defined in Section 1.1 of the Agreement (namely, Platform Fees, App Usage Fees, Premium Fees, Developer License Fees and any other specified fees, costs and/or expenses collectively)
<b>“Force Majeure”</b>	means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under the Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to the transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet
<b>“Hosting Policy”</b>	the <b>‘Cyferd – Hosting Policy’</b> ( <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> ) (being a Cyferd Policy) as the same is amended from time to time by Cyferd
<b>“Hosting Services”</b>	as defined in Section 4.2 of the Agreement
<b>“Indemnification Notice”</b>	as defined in Section 9.3 of the Agreement
<b>“Indemnified Party”</b>	as defined in Section 9.3 of the Agreement
<b>“Indemnifying Party”</b>	as defined in Section 9.3 of the Agreement



<b>“Initial Order Term”</b>	as defined in Section 10.1 of the Agreement. In respect of the Main Subscription cannot be less than 12 (twelve) months beginning with the applicable Commencement Date and will be in multiples of 12 (twelve) month periods
<b>“Integration”</b>	means the record that is created and securely managed in a Tenancy that provides the access details for a connection to an external source system
<b>“Intellectual Property Rights”</b>	means copyright, rights relating to copyright such as moral rights and performers rights, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, trade names, geographical indications, service marks, design right, rights in get-up, database rights, databases, data exclusivity rights, utility models, chip topography rights, mask works, domain names, rights in computer software, the right to sue for infringement, unfair competition and passing off and all similar rights of whatever nature, any other intellectual property rights, and all similar rights of whatever nature and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing
<b>“know-how”</b>	means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, the results and procedures for experiments and tests, reports, component lists, manuals, instructions, designs, sketches, drawings, information relating to customers and suppliers (whether written or in any other form and whether confidential or not)
<b>“Licensor”</b>	means a third-party who owns any Intellectual Property Rights in any Relevant Item (or part of it) the use of which by Cyferd has been or is deemed to have been licenced to Cyferd for such purpose or for which Cyferd has the right to use the same for such purpose (whether under any Contract or otherwise)
<b>“Losses”</b>	means all losses, liabilities, compensation, reasonably and properly incurred costs, charges and expenses, actions, proceedings, claims and demands (including but not limited to any interest, penalties and reasonably and properly incurred legal and professional costs and expenses)
<b>“Main Subscription”</b>	means Customer’s Order for Access to the Cyferd Product which includes its first Production Tenancy (which will typically be part of its first Order) or (if and when that Order has been terminated) its then earliest existing and subsisting Order for Access to the Cyferd Product which includes a Production Tenancy
<b>“malicious code” or “Malicious Code”</b>	means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses
<b>“Materials”</b>	means all services, data, information, content, Intellectual Property Rights, websites, software, personnel and other materials provided in connection with the Cyferd Product (or any part including any Tenancy, App or Feature) and any other Purchased Item(s) but excluding all Customer Data

<b>“Mobile App”</b>	means the Cyferd Android App or the Cyferd iOS App and <b>“Mobile Apps”</b> shall be construed accordingly
<b>“month”</b>	means a calendar (based on the Gregorian calendar) month and <b>“months”</b> and <b>“monthly”</b> shall be construed accordingly
<b>“No Liability Matter”</b>	as defined in Section 9.2 of the Agreement
<b>“Non-Cyferd App”</b>	means an App which is not a Cyferd App, and <b>“Non-Cyferd Apps”</b> shall be construed accordingly
<b>“Non-Cyferd Materials”</b>	means Materials provided, controlled or owned by or on behalf of a third-party the use of which is subject to a separate Contract between Customer and the relevant third-party (including such Non-Cyferd Materials which may be linked to, interact with or used by the Cyferd Product (including any Tenancy(ies), App(s) and Feature(s)) and any other Purchased Item(s)) and all other Materials expressly identified as ‘ <i>Non-Cyferd Materials</i> ’ in the Agreement, any Order Form and/or the Documentation
<b>“Non-Cyferd Products/Services”</b>	means products or services not provided by or on behalf of Cyferd but by or on behalf of a third-party (including via the Cyferd Marketplace) and could include Non-Cyferd Apps and/or Non-Cyferd Materials
<b>“Non-Production Tenancy”</b>	means a Development Tenancy, a User Acceptance Tenancy or an Other Non-Production Tenancy
<b>“Open Source Software”</b>	means any software subject to a version of the General Public Licence, together with any other ‘open source’ software falling within the Open Source Definition issued by the Open Source Initiative ( <a href="http://www.opensource.org/docs/osd">www.opensource.org/docs/osd</a> ) at the Effective Date or the applicable Commencement Date and any ‘free software’ as defined by the Free Software Foundation ( <a href="http://www.gnu.org/philosophy/free-sw.html">www.gnu.org/philosophy/free-sw.html</a> ) at the Effective Date or the applicable Commencement Date
<b>“Order”</b>	means the order being the subject matter of an Order Form and <b>“Ordered”</b> and <b>“Orders”</b> shall be construed accordingly
<b>“Order Acceptance”</b>	means when the applicable Cyferd Partner Order Form in question has been accepted by Cyferd which will be the date Cyferd acknowledges in writing to the Cyferd Partner its receipt and acceptance of an Order Confirmation from the applicable Cyferd Partner in respect of the Cyferd Partner Order Form in question. Order Acceptance can be after the applicable Commencement Date. For the avoidance of doubt unless and until Order Acceptance has occurred the Cyferd Partner Order Form will not be an Order Form.
<b>“Order Confirmation”</b>	means together: (i) written confirmation in the form required by Cyferd containing certain key details about the applicable Cyferd Partner Order Form to enable Cyferd set up Access and/or use of the Purchased Item(s) in question; and (ii) a complete copy of the Cyferd Partner Order Form
<b>“Order Form”</b>	means (i): an order form entered into between Cyferd and Customer (relating to Enterprise) for Customer’s Access to and use of the Cyferd Product, any applicable Tenancy(ies) and/or any other applicable Purchased

	Item(s); or (ii) (where Ordered through a Cyferd Partner) a Cyferd Partner Order Form strictly provided Order Acceptance has occurred in that regard. Where and to the extent such order form contains other products and services (including Professional Services/similar services) it shall not form part of the Agreement or the Order Form. <b>“Order Forms”</b> and <b>“Order Form(s)”</b> shall be construed accordingly
<b>“Order Term”</b>	as defined in Section 10.1 of the Agreement
<b>“Other Non-Production Tenancy”</b>	means a Non-Production Tenancy for Customer's use in a 'non-live' environment ( <i>'non-live'</i> being in terms of Customer's data and/or everyday business operations). It could be similar to a Development Tenancy and/or a User Acceptance Tenancy. Customer's Access to and use of any Other Non-Production Tenancy is subject to, inter alia, those Access/Usage Parameters that apply to a Non-Production Tenancy including those set out in Section 2.3 of the Agreement and the applicable Order Form
<b>“PaaS”</b>	as defined in the definition of ' <i>Cyferd Product</i> ' in this Document
<b>“Permitted Purpose”</b>	means use solely for Customer's internal business operations in accordance with the applicable Documentation and the Agreement. Permitted Purpose expressly excludes anything that would cause Customer to be in breach of an Access/Usage Parameter or otherwise be in breach of the Agreement
<b>“Platform Fees”</b>	means the subscription fees payable by Customer as stated/provided for in the applicable Order Form for Access to the Cyferd Product via the Tenancy(ies) specified in that Order Form for each year of the applicable Initial Order Term and/or any applicable Extension Order Term (as the case may be). Where the Order Form is for more than one Tenancy this could be on an aggregate or per Tenancy basis in the Order Form
<b>“POC Trial”</b>	means a 'proof of concept' trial being time-bound access to a dedicated Cyferd operated tenancy for the purposes of evaluating the Cyferd Product's features and functionality
<b>“Premium Feature”</b>	means a Feature that is not available free of charge but is or will be available for (an) additional payment(s) on a subscription basis
<b>“Premium Fees”</b>	means fees payable by Customer to Cyferd for Ordered Premium Feature(s) and/or Premium Subscription(s)
<b>“Premium Subscription”</b>	means a subscription or the like that is or will be available for (an) additional payment(s) on a subscription basis
<b>“Privacy Policy (Platform)”</b>	the ' <b>Cyferd – Privacy Policy (Platform)</b> ' ( <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> ) (being a Cyferd Policy) as the same is amended from time to time by Cyferd
<b>“Production Tenancy”</b>	means a Tenancy for Customer's main use in a 'live' environment ( <i>'live'</i> being in terms of Customer's data and/or everyday business operations). Customer's Access to and use of a Production Tenancy is subject to, inter alia, those Access/Usage Parameters that apply to a

	Production Tenancy including those set out in Section 2.3 of the Agreement and the applicable Order Form
<b>“Professional Fees”</b>	means fees payable by Customer to Cyferd in respect of any Professional Services
<b>“Professional Services”</b>	means the ‘ <i>Professional Services</i> ’ (as defined in the PSA Terms)
<b>“PSA”</b>	means, where Customer orders certain Professional Services as defined in the PSA Terms from Cyferd, the overall agreement between Cyferd and Customer in respect of such Professional Services in question and includes, inter alia, the applicable order form (which could be included in an Order Form) and the PSA Terms
<b>“PSA Terms”</b>	means, where Customer orders certain Professional Services from Cyferd, the ‘ <i>Professional Services Terms and Conditions</i> ’ between Cyferd and Customer (set out at <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> ) referred to in, and which applies to, the applicable order form (which could be included in but will not form part of an Order Form) for the provision by or on behalf of Cyferd of those Professional Services being the subject matter of the PSA
<b>“Purchased Item”</b>	means a product and/or service being the subject matter of an Order Form but not including any products and/or services referred to in the Agreement, any Order Form and/or this Document as not forming part of or being governed by the Agreement or the Order Form (and <b>“Purchased Items”</b> shall be construed accordingly). Purchased Items will include: Access of the Cyferd Product (including all Tenancies), any Premium Features, any Premium Subscriptions, a Developer Licence and App Usage
<b>“Receiving Party”</b>	as defined in Section 6.1 of the Agreement
<b>“Relevant Items”</b>	as defined in Section 3.1 of the Agreement (and <b>“Relevant Item”</b> shall be construed accordingly)
<b>“Standard Support Services”</b>	as defined in Section 4.1 of the Agreement
<b>“Standard Support Services Policy”</b>	the ‘ <b>Cyferd – Standard Support Services Policy</b> ’ ( <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> ) (being a Cyferd Policy) as the same is amended from time to time by Cyferd
<b>“Sterling” and “£”</b>	means the lawful currency of the United Kingdom
<b>“Storage of and Access to Customer Data Policy”</b>	the ‘ <b>Cyferd – Storage of and Access to Customer Data Policy</b> ’ ( <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> ) (being a Cyferd Policy) as the same is amended from time to time by Cyferd
<b>“Taxes”</b>	as defined in Section 5.3 of the Agreement
<b>“tenancy”</b>	means a unique account of the Cyferd Product created by Cyferd for a Cyferd customer/Cyferd with its own URL enabling that Customer/Cyferd to, inter alia, Access and use the Cyferd Product (including any App(s) and Feature(s)) and <b>“tenancies”</b> and <b>“tenancy(ies)”</b> shall be construed accordingly. Each tenancy is segregated from all other tenancy(ies). For the avoidance of doubt a tenancy is not a separate stand-alone instance but still part of a multi tenancy cloud environment. A Tenancy is also a tenancy

<b>“Tenancy”</b>	means a tenancy enabling the applicable Customer to Access and use the Cyferd Product (including any App(s) and Feature(s)) and any other applicable Purchased Item(s), in accordance with and subject to the terms of the Agreement and the applicable Order Form having strict regard to any Access/Usage Parameters and <b>“Tenancies”</b> and <b>“Tenancy(ies)”</b> shall be construed accordingly
<b>“Term”</b>	as defined in Section 10.1 of the Agreement
<b>“Third Party Technology”</b>	as defined in Section 2.5 of the Agreement
<b>“Transmit”, “Transmitted”, “Transmitting”</b>	as defined in Section 3.3 of the Agreement
<b>“Update”</b>	as defined in Section 11.1 of the Agreement
<b>“Update Notification”</b>	as defined in Section 11.1 of the Agreement
<b>“Uptime Policy”</b>	the <b>‘Cyferd – Uptime Policy’</b> ( <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> ) (being a Cyferd Policy) as the same is amended from time to time by Cyferd
<b>“User Acceptance Tenancy”</b>	means a Non-Production Tenancy for Customer’s testing (of Apps) use. Customer’s Access to and use of a User Acceptance Tenancy is subject to, inter alia, those Access/Usage Parameters that apply to a User Acceptance Tenancy and, separately, to a Non-Production Tenancy including those set out in Section 2.3 of the Agreement and the applicable Order Form
<b>“User Notice”</b>	the <b>‘Cyferd – User Notice’</b> ( <a href="https://cyferd.com/cyferdcomm/us">https://cyferd.com/cyferdcomm/us</a> ) (being a Cyferd Policy) as the same is amended from time to time by Cyferd
<b>“VAT”</b>	means any value added tax or sales tax or other tax of a similar nature
<b>“year”</b>	means a period of 12 (twelve) months and <b>“years”</b> , <b>“annual”</b> , <b>“yearly”</b> and <b>“annually”</b> shall be construed accordingly and <b>“calendar year”</b> shall mean a year beginning with and including 1 January