

Turbotic platform Terms End User License Agreement

Last modified: 2022-01-20

Thanks for choosing Turbotic PLATFORM! This End User License Agreement ("EULA") form an integral part of your agreement which governs your (the "Customer's") use of Turbotic PLATFORM designed to develop, manage and deploy automation and machine learning systems at scale, and any updates thereof (collectively, the "Turbotic Service", or "Service(s)"). Pricing and payment terms is governed by your agreement with your Turbotic platform reseller.

The terms of your Agreement shall remain unchanged during your initial subscription period. The version of this EULA that is current at the time of your renewal will apply throughout your renewal term. We will provide at least 90 days' notice for adverse material changes to this EULA.

1 Use of the Services

1.1 You and any Affiliates may access and use the Services for the duration of the subscription term in accordance with your Agreement with us. The Services are defined in the Service description available on our website. The Turbotic Cloud Service Level Agreement apply to certain service offerings. You will comply with the terms of this Agreement and all laws, regulations, and rules applicable to your use of the Services.

1.2 You may always find the current description of our Services on our website, which will explain what is included in the subscription plan of your choice as confirmed by your order. We will keep these service descriptions up to date with our continuous development, and we may therefore change and update the functionalities of these Services as we see fit.

1.3 Turbotic warrants that the Services' features will be consistent with the service specifications at the date of signing this Agreement and not deviate in any material aspect during your subscription term.

1.4 The Services must not be used to investigate their availability, performance, functionality or to develop competing services.

1.5 Trials and Evaluations. We offer trial versions as an Evaluation Subscription where you get to access the Services albeit with limited warranties, see the terms for the Evaluation Subscription in Section 4 of this EULA.

1.6 Please note that any mentions of savings in time or money, KPIs or performance metrics are based on Turbotic's customers' estimations provided in the Turbotic Service. This information is provided "as is" without any guarantees or implied warranties.

2 Provisions of the Service

2.1 Turbotic undertakes to deliver the Services in accordance with the Agreement and this EULA in a professional manner, exercising the care which can be expected of a reputable supplier in the industry.

2.2 Turbotic shall update and upgrade the Software and launch new versions of the Service in accordance with what Turbotic considers appropriate to maintain overall quality and functionality during your subscription term. Therefore, the Customer accepts that the Service may change over time without prior notice to the Customer. Turbotic may, even if it would cause some inconvenience to the Customer, introduce updates in the Service to protect it and for other security reasons.

2.3 Change, discontinuing of a material function: We will provide at least three months prior notice if we discontinue material functionality of a Service that you are using, except when a three month notice period would (a) pose a security or intellectual property issue or (b) is economically, or technically burdensome or (c) would cause us to violate legal requirements. If the Customer should not accept any such significant changes, the Customer may terminate the Agreement in accordance with the termination provisions.

2.4 We offer consulting and development services as well as expert advice on analytics and of creating customized reports on a consultancy basis after a written agreement between the Parties. The consultancy services are offered according to the then-current price list available upon request.

2.5 Some features may be offered as optional add-on modules at an additional cost and additional terms. No such features are invoiced without the Customer's prior approval.

3 Responsibilities of the Customer

3.1 The Customer warrants that the representative entering into the Agreement on its behalf has the necessary rights and authority to enter into a legally binding agreement with Turbotic on behalf of the Customer.

3.2 The Customer is responsible for:

- a) ensuring that the Services are used in accordance with applicable laws and regulations, including this EULA and the appendices to the Parties' Agreement;
- b) the accuracy, completeness and quality of any information submitted to Turbotic;
- c) maintaining licenses and adhering to the license terms of any software you run;
- d) ensuring that the Service is used in accordance with applicable data protection laws, this EULA, and the appendices to the Parties' Agreement. You are responsible for providing legally adequate privacy notices and obtaining necessary consents for the processing of any User personal data;
- e) ensuring that Customer Data is in an agreed-upon format, is not infected by viruses or anything else that could harm or influence our systems or Services negatively and does not infringe the intellectual property rights of third parties;

- f) meeting the system requirements for the Services which includes having access to an internet connection, network connection or 4G, as well as other software and equipment that has been designated by Turboctic in writing;
- g) following instructions are given by Turboctic relating the use of the Services; and
- h) assisting Turboctic to a reasonable extent and taking reasonable actions to enable us to deliver the Services.

3.3 Login information and other instructions provided by Turboctic shall be managed confidentially by the Customer and its Users. The Customer undertakes to immediately notify us if the employment of a User who has the authorization to administer company information has ended or if someone else has or is feared to have been granted unauthorized access to login information or other instructions.

3.4 The Customer or its Users may not:

- a) sub-license or resell the Software or the Services,
- b) copy, decompile, attempt to determine the source code, methods, algorithms, or procedures of elements of or the entire Services, including Software, or otherwise "reverse engineer", modify, adapt, or create new works or software based on the Services, except as set out in mandatory law, or
- c) attempt to circumvent license keys or other user restrictions of the Services as applicable.

4 Fees and Payment

4.1 Fees and payment for the Services are governed by your Agreement with the Turboctic platform reseller, your Business Partner.

5 Specific terms for evaluation use

5.1 These terms apply specifically to Users that are not yet paying customers to Turboctic and the Services.

5.2 By registering your trial company account, you acknowledge and agree to be bound by (i) the Subscription Plan and this EULA to the extent they apply to you, (ii) any potential acceptable use policy, and (iv) the Data Protection Addendum (to the extent it is applicable).

5.3 Your company account is provided to you "as is" and "as available", and Turboctic does not warrant any specific uptime or availability of the Services. You are subject to the rules that apply for the Customer in this EULA, with exception for the rules on (5) Intellectual Property Rights, (8) Indemnity, (9) Warranties, (12) Term and Termination.

5.4 Upon registration, you are granted a temporary company account for the Turboctic Service, which give you access to the Services with limited warranties and support. You will not receive the full warranties or support of our Service until you are a paying customer.

6 Intellectual Property Rights

6.1 Turboctic's Operating System, Software, System Data and Services are the exclusive property of Turboctic and our licensors. The Customer acknowledges and agrees that title to all portions of the Software and the Turboctic Confidential Information and all Intellectual Property

Rights therein, including all derivative works, ("Turbotic Elements") are and remain owned by Turboctic or its licensors. Turboctic reserves all rights not otherwise expressly granted in this Agreement and no licenses are granted by implication, estoppel or otherwise. The Customer agrees that it has no rights or claims of any type (other than the licenses granted under an applicable License) to the Turboctic Elements and irrevocably waives and releases each and any claim to title and ownership rights thereto. The licenses granted hereunder do not entitle the Customer to use the whole or any part of the Turboctic Elements or Intellectual Property Rights therein as reference or inspiration for developing or creating any other product based upon them.

6.2 Nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from the Customer to Turboctic with regard to any Customer Content or Third-Party Application Data, including any Intellectual Property Rights subsiding in such Customer Content or Process Automation.

6.3 You grant to us a non-exclusive, sub-licensable, royalty free, worldwide, perpetual and irrevocable license to use (i) Customer Content, (ii) Projects and (iii) any metadata originating from Customer Content, Projects, use of Third Party Applications, Third Party Application Data and the use of our Services, such as session information, logs, Usage Data, and any other System Data, and any method used by you in relation to the training, development, creation and/or deployment of a Project and your use of the Services, solely as necessary:

- a) to provide the Services and to allow Turboctic to perform under, and in accordance with this EULA and any Subscription Plan;
- b) to develop and improve the existing Services and any additional service offerings, features, and functionalities with respect to the Services;
- c) to compile aggregated statistics and reports for internal business.; and
- d) to detect and mitigate fraud, security incidents, unlawful use of the Services and to respond to any technical problems.

6.4 To the extent Customer provides to Turboctic any suggestions, ideas, modifications, feedback, error identifications or other information related to the Software or to the use of the Software ("Feedback"), Customer hereby grants to Turboctic a fully paid-up, irrevocable, perpetual, worldwide, non-exclusive license, with the right to grant sublicenses, to use such Feedback to improve Turboctic's products and services and to use, reproduce, prepare derivative works of, perform, display, make, sell and otherwise distribute such products and services.

6.5 Nothing in this section shall prevent Turboctic from developing and using any general knowledge, skills, experience, ideas, concepts, techniques, or know-how (other than Confidential Information of Customer) that are acquired or used by Turboctic during the applicable Agreement.

6.6 Customer shall not delete or in any manner alter the copyright notices, trademarks, logos or related notices or other proprietary rights notices appearing on any Turboctic Elements.

7 License

7.1 Subject to the terms and conditions of this EULA and your applicable Subscription Plan, we grant you a limited worldwide, non-exclusive, non-transferable, revocable, non-sublicensable subscription-based license during the term set forth in the Agreement to access and use the Services.

7.2 Your license is granted for access and use by you and by the Users. The Services may only be used by such users, and you are fully liable for any acts and omissions on their behalf. If Turboctic finds that the licenses are misused, we have the right to terminate your license.

7.3 Turboctic reserves the right to, at any time, make any improvement, substitution or modification in the design, manufacture or configuration of the Software and Services provided that any such improvement, substitution or modification shall not result in any material change in the functionality or performance of the Services.

8 Marketing & Communications

8.1 Each Party may list the other's name and display the party's logo (among and with no greater prominence than other named customers/suppliers) in its public customer lists, subject to compliance with applicable trademark guidelines as may be updated from time to time. This permission may include naming Customer in a press release alongside other new customers, but Turboctic may not issue a press release announcing the relationship formed by the Agreement naming Customer solely without Customer's prior approval, which may be revoked at any time.

9 Confidentiality

9.1 Each Party undertakes during the term of the Agreement and for a period of five (5) years thereafter, that it shall not disclose to any third party, without the other Party's consent, such information regarding the other Party's operations which may be considered as a business or professional secret, or information which is covered by a duty of confidentiality as prescribed by law, including templates for any documents, forms and/or spreadsheets, algorithms and data models (the "Confidential Information"). Business and professional secrets shall at all times be treated as information that a Party has stated as being confidential. This undertaking of confidentiality shall not be limited in time for such Confidential Information that constitutes trade secrets according to applicable law or remains in the receiving party's possession.

9.2 The duty of confidentiality does not apply to such information which a Party is able to demonstrate became known to him in a manner other than through the use of the Services or which is in the public domain. Nor does the duty of confidentiality apply where a Party is liable to provide such information according to law, court or government order or binding stock exchange regulations or as part of a sale, merger and acquisition, or financing round when sharing information under confidentiality to the parties' professional legal and financial advisors. In the event that a Party is obliged by law to provide such information, the other Party shall be informed in respect thereof prior to such disclosure.

10 Restrictions

10.1 Except as for permitted by law, or by the Agreement, Customer shall not be entitled to:

- a) sell, lease, transfer, assign, sublicense or distribute the Services;
- b) reverse engineer, decompile disassemble, or otherwise reduce to human-perceivable form the Services or any part thereof;
- c) modify, revise, enhance, or alter the Services;
- d) use the Services to advertise malicious content, spyware, cause of security breached, trojans or the like;
- e) copy, emulate or make derivative works, or allow copies, emulations, or derivative works of the Services or of Turboctic's Intellectual Property Rights; nor
- f) record in any way or make available the structure or elements of the Services (such as, for example, platform, user interface) or tutorial videos of Turboctic or third parties.

11 Indemnity

11.1 The Customer shall indemnify and shall keep Turboctic indemnified against any and all liabilities, damages, losses, costs, and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by Turboctic and arising directly or indirectly as a result of any breach by the Customer of this EULA (a "Customer Indemnity Event").

11.2 Turboctic shall indemnify and shall keep indemnified the Customer against all direct damages, losses, costs, and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) arising from (a) any third-party claim that the Services violates any third-party intellectual property rights; or (b) that Turboctic failed to obtain any necessary permit, license, or consent in connection with this EULA (a "Provider Indemnity Event").

11.3 In the event that any Intellectual Property Infringement Claim is made, Turboctic may at its discretion and expense either: (a) obtain for Customer the right to continue to use the Services; (b) replace or modify the Services to avoid infringement while preserving substantially equivalent functionality; or (c) terminate this Agreement and Customer's right to use the Services upon written notice to Customer and refund to you the prepaid and unused fees covering the remainder of the term. This section states the entire obligation and liability of Turboctic with respect to infringement of third-party Intellectual Property Rights.

11.4 As a condition to the indemnity set out in this section, the party set out to be indemnified (Indemnified Party) must give the other party (Indemnifying Party) written notice about the Indemnity Event

- a) upon becoming aware of an actual or potential Indemnity Event;
- b) provide to the Indemnified Party all such assistance as may be reasonably requested by Indemnified Party in relation to the Indemnity Event;
- c) allow the Indemnified Party the exclusive conduct of all disputes, proceedings, negotiations, and settlements with third parties relating to the Indemnity Event; and

- d) not admit liability to any third party in connection with the Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Indemnity Event without the prior written consent of the Indemnified Party.

11.5 The indemnity protection set out in this section shall be subject to the limitations and exclusions of liability set out in this EULA, except for Intellectual Property and Confidentiality violations.

12 Limitation of Liability

12.1 Neither Party shall be liable in any case for loss of profit or other indirect damage, loss or consequential damage, or loss of data or use of data to the maximum extent permitted by law. This also includes the Party's liability to third parties (such as the Customer's customers), even if the Party is informed that such damage may occur.

12.2 Each Party's total aggregate liability in respect of all causes of action arising out of or in connection with the performance of this Agreement (whether for breach of contract, strict liability, tort (including negligence, misrepresentation or otherwise) ("Claim") shall not exceed the greater of 100% of the fees paid or payable by Customer to Business Partner for the Services in the twelve (12) months preceding the Claim, or if the Claim arose during any period before twelve months had elapsed from the effective date, during the shorter period, for the materials or services that actually caused the loss cost Claim or damage.

12.3 The Customer acknowledges and agrees that this limitation of liability forms a fundamental basis of the bargain offered to the Customer, and in the case where no such limitation is made, the annual term and fees payable for the Services under this Agreement would have been different.

12.4 The limitation of liability shall not apply to damages that cannot be limited or excluded by law, such as death, personal injury, fraud or fraudulent misrepresentation, liability in case of Customer's breach of Turbotic's intellectual property rights, or breach of the confidentiality undertaking, or if damage has occurred as a result of whether the Party has acted grossly negligently or intentionally.

13 Warranties

13.1 Limited Warranty. Turbotic warrants that the Services will substantially conform in all material respects to the specifications set forth in the current information as set out on the website and will be rendered in a professional manner and in line with good security practices.

13.2 Except as otherwise stated, Turbotic does not warrant that the functions contained in the Services, or any result of the Services and Solutions will meet Customer's expectations or requirements or that the operation of the Services will be uninterrupted or error-free. Turbotic shall have no liability for data quality as the data visualized in Turbotic's Service is generated in Customer's systems and in any Third-Party Applications. Except as provided above in section 9.1, the Services are provided as is without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title,

and the entire risk as to the quality and performance of the Services is with the Customer.

13.3 It is your sole responsibility to develop and implement a satisfactory full data backup and a disaster recovery capability facilitating complete data recovery, including restoration or reconstruction of all lost or altered files data or programs. You are also responsible for ensuring the security of all your Confidential Information, Content, and any personal data.

13.4 Claims must be submitted in writing within three (3) months from the occurrence of the damaging event, otherwise the Party loses the opportunity to make a claim.

14 Data Protection and Security

14.1 Each Party shall comply with its obligations under applicable data protection legislation and legislation about Artificial Intelligence. In case personal data is submitted to Turbotic in order for Turbotic to provide the Services to Customer, the parties shall then, upon the Customer's request, negotiate and sign a data protection agreement, which when executed shall form part of the parties' Agreement.

14.2 Turbotic will provide the Services and support subject to security measures in line with good security practices and relevant industry best practices.

15 Force Majeure

15.1 The Parties are not responsible for events beyond their control ("Force Majeure"). Force Majeure means, that neither Party to these Agreement shall have liability or responsibility to the other Party for any delay, failure to perform, service interruption, outage, damage, malfunction, or any consequence thereof or damage resulting therefrom, due to any circumstance beyond the Party's reasonable control including, but not limited to, inclement weather, climate change, resource shortages, all acts of nature and acts of God, strikes, civil disturbances, riots, terrorist acts, unavailability of or delays in goods or services needed from third parties including but not limited to third party hardware, software, data centre, collocation, and cloud service providers, interruption or outage of or delay in telecommunications including the public Internet, voice lines, data lines, or any telecommunications equipment or service, transportation, delivery, power outages, electrical or other utility services, failure of third party hardware, software or services, or any acts or omissions of any third parties.

15.2 If either party fails to perform or is delayed in performing its obligations under this Agreement due to an Event of Force Majeure for a period greater than ninety (90) days or notifies the other in writing that it reasonably anticipates that it will fail to perform or, be delayed in performing its obligations for a period greater than ninety (90) days, then the unaffected party shall be entitled to terminate this Agreement forthwith upon written notice.

16 Term and Termination

16.1 This EULA shall enter into force when accepted by you when opening your account with us or when executing your Subscription Plan, as applicable. This EULA will continue for the period set forth in your agreement, which is unless otherwise agreed 24 months, unless terminated earlier in accordance with this section.

Your agreement will renew for additional periods of time of twelve (12) months at the time, unless terminated.

16.2 You may terminate your subscription to the Services and this EULA by providing written notice to us. If not otherwise agreed, you may terminate this Agreement at your convenience by giving nine (9) months written notice to us. No refunds will be given for cancellation or termination of your subscription.

16.3 Turbotic may terminate the Agreement by giving to the Customer not less than 14 days written notice of termination in case of a material breach by Customer that is not possible to remedy within an additional 14-day period after receiving notice of such breach.

16.4 Upon termination or expiration of the Agreement, all rights and licenses granted hereunder shall terminate immediately, any Confidential Information shall be destroyed, and you shall stop using the Services and purge any traces of the Services from your systems and websites and Customer shall remit in full any payments due to Turbotic according to this EULA.

16.5 Upon written request, you may retrieve any Customer Content and models from the Services prior to the termination date. Subject to additional fees payable to Turbotic, you may retrieve any remaining information and content from the Services. After the termination date Turbotic will delete any accounts, Customer Content, and information after which such information no longer can be retrieved.

17 General Rules

17.1 The status of the Parties is that of independent contractors. Nothing contained in the Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

17.2 Updates to this EULA. Turbotic may make modifications to this EULA. Any updates this EULA will be published on our website, be sent to you by email or published in the administrator's portal, or otherwise as required by law. The updated EULA will apply from the date of publication on our website (see the date of "Last Modified") and your continued use of our Services will constitute your acceptance.

17.3 Surviving terms. The following sections of the Parties' Agreement shall survive the expiration or termination of this Agreement: Term and Termination; License; Restrictions; Data Protection and Security; Confidentiality; Warranties; Indemnities; Governing Law and Dispute Resolution. Any provision under this EULA that, by its nature or to give effect to its meaning or purpose, should survive termination or expiration of this EULA and apply to respective successors and assignees.

17.4 Entire Agreement. The Agreement with appendices constitutes the entire agreement between the Parties, and no promise, undertaking, representation, warranty, or statement by either Party prior to the date of the Agreement shall affect the Agreement.

17.5 Assignment. The Agreement may be assigned by either party without notice in the event of a merger or sale of substantially or all of the assigning company's assets or stock. Turbotic may assign our rights to any other entity at our discretion. The obligations under the Agreement shall be binding on and inure to the benefit of both

Customer and Turbotic, their successors, and permitted assigns.

17.6 Severability. If any provision of the Agreement is found to be held invalid by a court competent jurisdiction, that provision only will be limited to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

17.7 Waiver. The waiver or failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

18 Definitions

18.1 "*Agreement*" refers to the Subscription Plan, or other agreement as executed by the Customer which sets out the Customer's identity, ordered Services, price, contract period etc. and any subsequent duly executed amendments, together with:

- a) these Turbotic PLATFORM Terms of Service; and
- b) the Turbotic Cloud Service Level Agreement (if applicable).

The most current, as well as historical versions, of any appendices are available on our website, where you will always be able to see which version was applicable when you signed this Agreement. Changes to the appendices are governed in this EULA.

If the provisions of the Agreement are inconsistent, the Subscription Plan shall take precedence. If the provisions of this EULA or the Documentation are inconsistent, the appendices shall take precedence over each other in the order specified above unless the circumstances clearly require otherwise. The Service Level Agreement, shall, however, always be given priority with regards to provisions on service levels and support. Written agreements reached by the Parties later shall take precedence over documents with an older date.

18.2 "*Affiliate*" means as to a party, any other person that directly or indirectly controls, or is controlled by or under common control with such entity, with 'control' as applied to any person being the direct or indirect ownership of more than fifty per cent (50%) of the equity or voting interest in such person.

18.3 "*Commencement Date*" means the date Customer indicates acceptance of the terms of the applicable Agreement, or on such other date as shall have been agreed between the parties, whichever is the earlier.

18.4 "*Confidential Information*" for the purpose this EULA, shall mean any and all information, including Customer-Specific Usage Data and Customer-Specific System Data, (whether oral, written or in some other tangible or disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party") or that is otherwise obtained by the Receiving Party under or in connection with the applicable Agreement and that is marked as confidential, by its nature is confidential or relates to the business, products or affairs of the Disclosing Party, including any technical information concerning the design and operation of the Software.

18.5 "*Connection Mean(s)*" means if necessary to connect Third Party Application with the Service, including but not limited to APIs, accessible IP-addresses, IT credentials etc. that enables the connection of Third-

Party Application to Service and import of Third-Party Application Data into the Service.

18.6 “*Customer Content*” means any information or data that a customer has uploaded to the Service, including machine images, text, audio, graphics, photo, video and or audio materials or combination thereof.

18.7 “*Documentation*” means the user manuals, help files, release notes and other documentation (excluding marketing materials) published by Turbotic that is made available to Customer in connection with the Service.

18.8 “*Intellectual Property Rights*” means any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, Know-How, Look and Feel, domain names and all similar rights (whether registered or capable of registration and whether subsisting in any part of the world) together with any and all goodwill relating or attached thereto and all extensions and renewals thereof.

18.9 “*Know-How*” means any know-how, confidential information, trade secrets, experience, drawings, designs, production methods, code, notes, flow charts discoveries, specifications, diagrams, technology, research, methods of formulation, results of tests and field trials, specifications of materials, composites of materials, formulae and processes and technical information including the benefit of all related obligations of confidentiality.

18.10 “*Look and Feel or Elements*” means visual presentation, colour scheme, logic, and structure, presentation, graphics, website navigation methods, HTML code, meta-tag structures and similar.

18.11 “*Projects*” means any Customer processes and procedures that are automated via using the Service and the applicable Third-Party Applications.

18.12 “*Solutions*” means any automated solution published in any Third-Party Application (including but not limited to: RPA Process, Low Code Application, AI/ML model etc.), including associated metadata, that is imported into the Service, as applicable.

18.13 “*Software*” means the Turbotic Operating System, including any developments, modifications and/or variations thereto.

18.14 “*Subscription Plan*” means the agreement executed by the Customer, where a customer selects its package of features and usage limitations.

18.15 “*Support Services*” means the standard maintenance and support services specified in the Turbotic Maintenance & Support Terms current from time to time and available on the Turbotic customer portal and/or Turbotic’s website as applicable.

18.16 “*System Data*” refers to Turbotic’s proprietary data on how the Services and integrated Third Party Applications work and are used by Customer, such as, but not limited to, availability, response times, number of transactions and calls in our Service, number of executions, errors, exceptions, predictions, click data, visit data or session data, as well as information from Third Party Application and metadata such as generic names or processes versions of Project, Session, and Solutions.

18.17 “*Third Party Application*” refers to the applications and software not managed by Customer or Turbotic, where (a) the copyright to which clearly belongs to a company other than Turbotic, an Affiliate or the Customer, and nothing else follows from the Agreement, or (b) as specified as Third Party Applications in the Agreement.

18.18 “*Third Party Application Data*” refers to data and metadata created by Customer using Third Party Application, that, using Connection means, is imported to the Software to be used by User within the Software. Including but not limited to Solution(s), and related metadata such as name and version of Solution and related Solution metadata such as logs number of executions, errors exceptions etc. of said Solution(s) and related Solution status data such as availability, uptime etc.

18.19 “*Turbotic*”, means Turbotic AB, reg. no. 55926206-7701, a company incorporated in Sweden, including any affiliates.

18.20 “*Usage Data*” refers to the Customer’s proprietary customer-specific data that identifies the Customer and/or its Users, which they generate when using the Service as profile data and other customer-specific Usage Data.

18.21 “*User*” refers to the Customer’s or its Affiliates’ users of the Service.