



Clari Inc.
Master Subscription Agreement

Customer:	
Effective Date:	

This Master Subscription Agreement permits Customer (as identified above) to purchase access to the Services provided by Clari Inc. and its Affiliates (“Clari”), as set forth in an order agreement (or other ordering document agreed to by the parties) (each an “Order Form”). This Agreement sets forth the terms and conditions under which the Services will be procured and used by Customer. This Agreement includes the DPA, the Policies, and any and all Order Forms and statements of work executed by the parties (collectively, the “Agreement”).

Accepted and agreed as of the effective date specified above (the “Effective Date”):

Customer:

Clari:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

1. SERVICES

- 1.1. **Provision of Services.** During the Subscription Term, Customer and its End Users may access and use the Services only for its internal business purposes and in accordance with this Agreement and the Documentation. Clari will provide the Services in accordance with this Agreement, including the Service Level Agreement.
- 1.2. **Data Exchange.** The Services allow Customer to import data from and export data to Customer’s own Third-Party Services. Customer authorizes Clari to access and exchange Customer Data with the Third-Party Services on Customer’s behalf during the Subscription Term. If Customer uses a Third-Party Service, Clari will not be responsible for any act or omission of the Third-Party Service, including the Third-Party Service’s access to, use, provision, modification, or deletion of Customer Data.
- 1.3. **Security and Privacy.** Clari will implement and maintain an industry-standard information security program with administrative, physical and technical safeguards designed to protect the Services and Customer Data, as described in the Security Addendum. Each party agrees to comply with the DPA, which is incorporated into this Agreement.
- 1.4. **Software.** If Clari provides any Software hereunder, Clari grants Customer a limited, non-exclusive right during the Subscription Term to use such Software (in object code form only) solely to help access and use the Services.
- 1.5. **Changes.** Clari may change or update the Services from time to time. If any changes materially reduce the overall functionality of the Services as described in the Documentation, Customer may submit a warranty claim to Clari within sixty (60) days of such changes, and Clari will use reasonable efforts to restore such functionality. If Clari cannot do so within sixty (60) days of Customer’s claim, either party may terminate this Agreement and Clari will provide Customer with a pro rata refund of fees paid in advance for the remainder of the applicable Subscription Term.
- 1.6. **Implementation Services.** The parties may enter into a statement of work (“SOW”) describing configuration, training, or other implementation services to be provided by Clari to Customer. Clari will be responsible for the provision of the services specified in the SOW.
- 1.7. **Future Functionality.** Customer agrees that it has not relied on the availability of any future functionality of the Service or any other future product or service in executing this Agreement or any Order Form.
- 1.8. **Affiliate Orders.** A Customer Affiliate may sign its own separate Order Form with Clari referencing this Agreement. The Order Form then creates a separate agreement between the Affiliate of Customer and Clari that incorporates this Agreement. The Customer Affiliate is then “Customer” under its agreement. Neither Customer or any Affiliate of

Customer has any rights or obligations under each other's agreement with Clari. Affiliates of Customer may also access and use the Services as End Users under Customer's Agreement.

- 1.9. **Support.** During the Subscription Term, Clari will provide support services to Customer as described in the Support Policy.

2. CUSTOMER'S USE OF THE SERVICES

- 2.1. **Subscriptions.** Except as set forth in an Order Form, the Services are made available as subscriptions and additional End Users may be added during the Subscription Term at the same price applicable to that subscription type, prorated for the remainder of the then-current Subscription Term.
- 2.2. **Customer Responsibilities.** Customer and End Users will only use the Services in accordance with this Agreement. Customer is responsible for any use of the Services through its account, including all use of the Services by Customer's End Users. Customer is responsible for designating one or more administrators for its Services account ("**Administrators**"), maintaining updated Administrator contact information, and managing access to Administrator accounts. Customer is responsible for maintaining secure access by End Users to the Services. Customer may not permit sharing of End User accounts and passwords.
- 2.3. **Compliance.** Customer represents and warrants that it has obtained any consents and will comply with applicable laws in its use of the Services, including as necessary to allow Clari to process, use, store and transfer Customer Data under this Agreement.
- 2.4. **Usage Limits.** Use of the Services may be subject to usage limits, if any (such as seat limitations, data usage limitations, or transaction quantity limitations), set forth in the Order Form ("**Usage Limits**"), and Customer agrees to comply with such Usage Limits.
- 2.5. **Restrictions.** Customer will not (and will not permit any third party to): (a) reverse engineer, decompile, disassemble, scrape, data mine, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services, (b) modify or create derivative works based on the Services, (c) copy, rent, lease, distribute, sublicense, or time-share the Services, or otherwise use the Services for the benefit of a third party, (d) remove or alter proprietary notices from the Services, (e) use the Services to create any other competitive product or service, (f) breach or circumvent any security or authentication measures of the Services, (g) interfere with or disrupt any part of the Services, or (h) submit viruses, worms, Trojan horses, corrupted files, or other destructive content to the Services.
- 2.6. **Suspension.** Without limiting Clari's other rights hereunder, Clari may suspend Customer's or an End User's right to use the Services if (a) Customer's or End User's use of the Services poses a security risk to, or may adversely affect the Services, Clari's systems or infrastructure, or a third party, (b) Customer is delinquent on its payment obligations hereunder, or (c) Customer is in material breach of this Agreement. Except in exigent circumstances, Clari will provide Customer prompt notice of any impending suspension and provide Customer a commercially reasonable opportunity to cure any issue prior to suspending Customer's or End User's right to use the Services. Once Customer resolves the issue requiring suspension, Clari will promptly restore Customer's or End User's right to use the Services.
- 2.7. **Prohibited Use.** Customer agrees that it will not submit any Prohibited Data to the Services, or use the Services for any High-Risk Activities. The Services are not intended to comply with HIPAA, and Clari is not a Business Associate under HIPAA. Notwithstanding anything to the contrary herein, Clari has no liability for Prohibited Data or Customer's use of the Services with High-Risk Activities.
- 2.8. **Trials, Early Access and Free Tiers Programs.** If Customer receives access to the Services or functionality on a free or trial basis, including early access programs, beta testing, free tier, pilot, limited release, developer preview, non-production, evaluation, or similar service (the "**Trials Programs**"), use is permitted only for Customer's internal evaluation during the period determined by Clari. Trials Programs are optional, are provided at Clari's sole discretion (subject to Customer's enrollment into any such program on the Clari Trials Programs online registration portal, or expressly on a mutually executed Order Form), and either party may terminate Trials Programs at any time for any reason. Trials Programs may be inoperable, incomplete, or include access to limited features. Notwithstanding anything else in this Agreement, Clari provides Trials Programs "AS IS" without warranty, indemnity, SLA, or support, and will have no liability for Trials Programs.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. **Reservation of Rights.** Except for Customer's use rights granted in Section 1.1, Clari and its licensors own and reserve all right, title and interest, including all intellectual property rights, in and to the Services.
- 3.2. **Customer License.** With respect to any Customer Data, Clari will have a non-exclusive right to internally use, copy, modify, transmit and display such data to provide the Services to Customer, and in an aggregated and anonymized form in order to provide, maintain and improve the Services.
- 3.3. **Feedback.** If Customer provides Clari with any suggestions for improvement or enhancement, recommendations, or other feedback with respect to the Services (collectively, "**Feedback**"), Customer grants Clari a perpetual, irrevocable, royalty-free, paid-up, sublicensable, right and license to use, display, reproduce, distribute and otherwise exploit Feedback for any purposes. Clari agrees that (i) Customer does not have to provide Feedback, and (ii) all Feedback is provided "AS IS". Feedback will not include any of Customer's pre-existing Confidential Information.
- 3.4. **Customer List.** Clari may use Customer's name, logo and marks to identify Customer as a Clari customer on Clari's website and in other marketing materials, and may verbally reference Customer as a customer of Clari.

4. FEES AND PAYMENT

- 4.1. **Fees.** Customer agrees to pay Clari the fees for the Services set forth in the Order Form. All payments are due in U.S. dollars unless otherwise indicated on the Order Form or invoice. Customer is responsible for providing complete and accurate billing and contact information to Clari and updating Clari of any changes. Except as expressly set forth herein, all fees paid are non-refundable and not subject to set-off.
- 4.2. **Invoicing and Payment.** Unless otherwise expressly set forth in an Order Form or SOW, all fees are non-cancelable, will be invoiced in advance and are due within thirty (30) days from the date of Clari's invoice. If Customer provides Clari with credit card information for payment, Customer authorizes Clari to charge the credit card for the Services listed in the Order Form for the Subscription Term, or for additional subscriptions added to the Subscription Term. If Customer requires the use of a purchase order or purchase order number, Customer (a) must provide the purchase order number at the time of purchase, and (b) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement and are void.
- 4.3. **Late Payments.** Past due amounts are subject to a finance charge of 1.5% per month (or, if less, the highest rate permitted by law) from the payment due date until paid in full, and Customer agrees to reimburse Clari for all reasonable costs of collection (including attorneys' fees).
- 4.4. **Taxes.** Customer is responsible for all taxes that apply to its Order Forms, except those directly relating to Clari's net income, gross receipts, or capital stock. Clari will invoice Customer for sales tax when required to do so and Customer will pay the tax unless Customer provides Clari with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. TERM AND TERMINATION

- 5.1. **Agreement Term.** The Agreement begins on the Effective Date and will remain in effect until terminated as set out below.
- 5.2. **Termination.** Either party may terminate this Agreement on thirty (30) days' prior written notice if there are no Order Forms in effect. Unless otherwise expressly stated in an Order Form, all multi-year subscriptions are committed for the entire duration of the Subscription Term (even if payable in annual installments). Either party may also terminate this Agreement and any then-current Order Form if: (a) the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice (provided that, the notice must provide sufficient detail regarding the breach and expressly state the intent to terminate if not cured), or (b) the other party ceases its business operations or becomes subject to insolvency proceedings.
- 5.3. **Effect of Termination.** If this Agreement is terminated as authorized hereunder, all Order Forms will terminate. If this Agreement is terminated by Customer pursuant to Sections 1.5 or 5.2(a) or (b), or by Clari as set forth in Section 8.1, Clari will refund to Customer a pro rata portion of all fees paid in advance for the remainder of the applicable Subscription Term. If this Agreement is terminated or otherwise expires (a) the rights granted by one party to the other will cease immediately except as otherwise set forth in this Section 5.3, (b) upon request made by Customer within 45 days after the effective date of termination or expiration of the Agreement, Clari will make Customer Data available to Customer for export or download, (c) after 45 days Clari will have no obligation to maintain any Customer Data, and (d) the following Sections will survive: 3 (Intellectual Property Rights), 4 (Fees and Payment), 5.3 (Effect of

Termination), 6 (Confidentiality), 7 (Warranties and Disclaimers), 8 (Indemnification), 9 (Limitation on Liability), 10 (Governing Law and Disputes), 11 (General), and 12 (Definitions).

6. CONFIDENTIALITY

- 6.1. **Definition of Confidential Information.** “**Confidential Information**” means any information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) under this Agreement that is marked as confidential or should be considered confidential to a reasonable person under the circumstances. Clari’s Confidential Information includes the terms and conditions of this Agreement, the Services, Documentation, and any technical or performance information about the Services. Customer’s Confidential Information includes Customer Data. Confidential Information will not include any information that the Receiving Party can prove by credible evidence (a) is or becomes public through no fault of the Receiving Party, (b) was rightfully possessed or known to the Receiving Party prior to receipt from the Disclosing Party, (c) is obtained by the Receiving Party from a third party not under an obligation of confidentiality, or (d) is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information.
- 6.2. **Obligations.** The Receiving Party will (a) protect the Disclosing Party’s Confidential Information using the same degree of care it uses to protect its own confidential information but no less than a reasonable degree of care, (b) not use the Disclosing Party’s Confidential Information for any purpose outside of the scope of this Agreement, and (c) except as authorized or directed by Customer to provide Confidential Information to a Third-Party Service, limit access to the Disclosing Party’s Confidential Information to its and its Affiliates’ employees, agents and contractors who need access to the Confidential Information for the purpose of this Agreement, and who have agreed to confidentiality obligations no less protective than those in this Agreement, and provided it remains responsible for their compliance with this Agreement. Either party may disclose this Agreement and any Order Forms to its advisors and potential investors and acquirers (subject to reasonable confidentiality obligations).
- 6.3. **Compelled Disclosure.** Each party may disclose the other party’s Confidential Information when required by law or regulation so long as the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure, to the extent permitted, and reasonable assistance at the Disclosing Party’s cost to contest or limit the disclosure. If the Receiving Party is compelled to disclose the Confidential Information, the Receiving Party will disclose the minimum extent of Confidential Information necessary.
- 6.4. **Remedies.** If the Receiving Party discloses or uses, or threatens to disclose or use, any of the Disclosing Party’s Confidential Information in breach of this Section 6, in addition to any other available rights and remedies, the Disclosing Party shall have the right to seek appropriate equitable relief to enjoin such acts.

7. WARRANTIES AND DISCLAIMERS

- 7.1. **Clari Warranties.** Clari represents and warrants to Customer that (a) the Services will materially comply with the Documentation, (b) the Services will be provided in a professional and competent manner in accordance with industry standards, (c) the Services provided hereunder are and will be in compliance with all applicable federal, state and local laws and government rules and regulations, and (d) the Services will not cause any viruses, worms, time bombs, Trojan horses or other harmful, malicious or destructive code to be installed or introduced on Customer’s computer, telecommunication or other information systems.
- 7.2. **Customer Data.** Customer is responsible for its Customer Data, and represents and warrants that it owns all right, title and interest, or possesses sufficient license rights, in and to the Customer Data as may be necessary to permit the use contemplated under this Agreement.
- 7.3. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SERVICES ARE PROVIDED “AS IS”. CLARI MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED BY LAW, STATUTORY OR OTHERWISE REGARDING THE SERVICES, ANY OUTPUT FROM THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING CLARI’S EXPRESS OBLIGATIONS UNDER THE SLA, CLARI DOES NOT WARRANT THAT CUSTOMER’S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

8. INDEMNIFICATION

- 8.1. **Indemnification by Clari.** Clari will defend Customer from and against all third-party claims, lawsuits, actions and demands arising out of an allegation that the Services infringe or misappropriate any patent, copyright, trademark or trade secret of such third party, and will indemnify and hold Customer harmless from all reasonable attorneys' fees incurred and damages and other costs awarded in a final judgment, or amounts paid in a settlement consented to as set forth in Section 8.3. In no event will Clari have obligations or liability under this Section arising from: (a) use of the Services in a modified form or in combination with materials or technology not furnished by Clari, and (b) any content, information, or data provided by Customer, End Users, or other third parties, or (c) Trials Programs. For any claim covered by this Section, Clari will, at its election, either (i) procure the rights to use the portion of the Services alleged to be infringing, (ii) replace or modify the alleged infringing portion of the Services with a non-infringing alternative, or (iii) terminate this Agreement and provide Customer with a refund as set forth in Section 5.3.
- 8.2. **Indemnification by Customer.** Customer will defend Clari and its Affiliates from and against all third-party claims, lawsuits, actions and demands arising out of an allegation regarding (a) Customer Data, or (b) use of the Services by Customer or End Users in violation of this Agreement, and will indemnify and hold Clari and its Affiliates harmless from all reasonable attorneys' fees incurred and damages and other costs awarded in a final judgment, or amounts paid in a settlement consented to as set forth in Section 8.3.
- 8.3. **Procedures.** The indemnifying party's indemnity obligations are contingent on the indemnitee providing the indemnifying party with (i) prompt written notice of all claims and threats thereof (but failure to do so will not reduce the indemnifying party's indemnity obligations except to the extent it is materially prejudiced by such failure), (ii) sole control of all defense and settlement activities, and (iii) all reasonably requested assistance with respect thereto at the indemnifying party's expense for reasonable costs. Any settlement requiring the indemnitee to admit liability will require that party's prior written consent, such consent not to be unreasonably withheld or delayed. The indemnitee may participate in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATION ON LIABILITY

- 9.1. **Limitation on Indirect Liability.** EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY (NOR ITS AFFILIATES' OR SUPPLIERS') WILL BE LIABLE TO THE OTHER PARTY (OR ANY THIRD PARTY) IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, OR LOSS OF BUSINESS OR PROFITS), EVEN IF FORESEEABLE.
- 9.2. **Liability Cap.** EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY'S (NOR ITS AFFILIATES' OR SUPPLIERS') LIABILITY IN CONNECTION WITH THIS AGREEMENT WILL EXCEED, IN THE AGGREGATE, THE AMOUNT CUSTOMER HAS PAID OR IS PAYABLE TO CLARI FOR THE THEN-CURRENT ANNUAL SUBSCRIPTION TERM.
- 9.3. **Excluded Claims.** This Section 9 will not apply to a party's infringement of the other party's intellectual property rights, or grossly negligent or willful breach of Section 6 (Confidentiality) (the "Excluded Claims").
- 9.4. **Application.** This Section will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, and will survive and apply even if a remedy otherwise fails of its essential purpose.

10. GOVERNING LAW AND DISPUTES

- 10.1. **Governing Law.** This Agreement will be governed by California law, without regard for any conflict of law provisions.
- 10.2. **Arbitration.** Other than with respect to Customer's payment obligations, all disputes in connection with this Agreement will be subject to final and binding arbitration in accordance with the rules and procedures of the American Arbitration Association. To the extent the expedited rules and procedures are available, they will be used. The arbitration will take place in Santa Clara County in the English language. Notwithstanding the foregoing, claims for injunctive or other equitable relief may be brought by either party, immediately at any time, in court. If a claim cannot legally be arbitrated (as determined by the arbitrator), or is brought pursuant to the preceding sentence, Clari and Customer consent to the exclusive jurisdiction and venue of the federal or state courts of Santa Clara County, California.

11. GENERAL

- 11.1. **Entire Agreement.** All attachments to this Agreement, SOWs, and Order Forms executed by the parties are hereby incorporated into this Agreement by reference. This Agreement constitutes the entire agreement between Customer and Clari with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous agreements whether written or oral, including any non-disclosure agreements. Except as otherwise set forth in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless set forth in writing and signed by each party's authorized representative. Clari may modify the Policies to reflect ongoing development practices, but any such modifications will not materially decrease Clari's obligations during a Subscription Term. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: Order Form, the SOW, the Agreement, and the Documentation. If a court of competent jurisdiction finds any term of this Agreement to be unenforceable, the unenforceable term will be modified to reflect the parties' intention and only to the extent necessary to make the term enforceable. The remaining provisions of the Agreement will remain in effect.
- 11.2. **Notices.** Notices must be sent by first class mail or overnight courier and are deemed given when received. Non-legal notices to Customer may also be sent to the applicable Administrator account email address and are deemed given when sent. Notices to Clari must be sent to Clari Inc., Attn: Legal Department, 1154 Sonora Court, Sunnyvale, CA 94086, with a copy emailed to legal@clari.com.
- 11.3. **Assignment.** Neither party may assign or transfer this Agreement without the other party's written consent; provided that, either party may, without consent, assign this Agreement to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any other attempt to transfer or assign this Agreement is void. Subject to the restrictions in this Section, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 11.4. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, joint venture, or agency relationship between the parties.
- 11.5. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 11.6. **Construction.** Any ambiguity in the Agreement will be interpreted equitably without regard to which party drafted the Agreement. "Including" and "include" will be construed to mean "including without limitation."
- 11.7. **Force Majeure.** Except for payment obligations, neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, labor disputes, governmental action, utilities failures, and Internet disturbance) beyond its reasonable control.
- 11.8. **Waiver.** No failure or delay by either party in exercising a right under this Agreement will constitute a waiver of that right. A waiver of a default is not a waiver of any subsequent default.
- 11.9. **Subcontractors.** Clari may use subcontractors which may exercise Clari's rights under this Agreement, provided that Clari is responsible for any such subcontractors' compliance with this Agreement.
- 11.10. **Export Compliance.** The Services may be subject to export restriction laws and regulations in the U.S. and any other applicable jurisdiction and Customer is responsible for compliance regarding Customer's and its End Users' use of the Services. Customer will not permit End Users to use the Services from a U.S. embargoed country.

12. DEFINITIONS

- 12.1. **"Affiliate"** means any entity that owns or controls, is owned or controlled by, or is under common ownership or control with a party, where "ownership" means the ownership of fifty percent (50%) or more of an entity's voting equity securities or other equivalent voting interests, and "control" means the ability to direct the management and policies of an entity.
- 12.2. **"Customer Data"** means data and information submitted to the Services by Customer or its End Users, including data and information submitted to the Services from Third-Party Services authorized by Customer.
- 12.3. **"Documentation"** means any Clari-provided written documentation, usage guidelines and standard technical documentation.
- 12.4. **"DPA"** means the Clari Data Processing Addendum, available [here](#).
- 12.5. **"End Users"** means users of Customer's Services account. End Users may include, but are not limited to, for example, Customer's and its Affiliates' employees, agents and consultants.
- 12.6. **"High-Risk Activities"** means activities where Customer's use of the Services, or failure of the Services could lead to death, personal injury, or environmental damage, including but not limited to nuclear facilities and emergency services.

- 12.7. **“Initial Subscription Term”** means the term for the applicable Services starting on the subscription start date set forth on Customer’s first Order Form and continuing for the period set forth in that Order Form.
- 12.8. **“Policies”** means the Security Addendum, the Support Policy and the SLA.
- 12.9. **“Prohibited Data”** means (a) patient, medical or other Protected Health Information (PHI) governed by the Health Insurance Portability and Accountability Act (HIPAA), or (b) information regulated under the Children’s Online Privacy Protection Rule (COPPA), or the Gramm-Leach-Bliley Act.
- 12.10. **“Services”** means the services and products, as modified from time to time, ordered by Customer under an Order Form, or otherwise provided by Clari to Customer under this Agreement. The Services also include the Software and Documentation but do not include Third-Party Services.
- 12.11. **“Service Level Agreement”** or **“SLA”** means the Clari Service Level Agreement, available [here](#).
- 12.12. **“Software”** means any Clari client software, scripts, apps, or other code Clari provides to Customer for Customer to use with the Services.
- 12.13. **“Security Addendum”** means the Clari Security Addendum, available [here](#).
- 12.14. **“Support Policy”** means the Clari Support Policy, available [here](#).
- 12.15. **“Subscription Term”** means the Initial Subscription Term and any renewal terms for the Services.
- 12.16. **“Third-Party Services”** means products or services offered by a third party that interoperate with the Services for which Customer has an account and has connected the account with the Services.