

Standard Terms and Conditions

1. GENERAL

1.1. Parties. Each party and their Affiliates may enter into Order Forms which are governed by the Master Terms. In the case of an Affiliate who has entered into an Order Form, references in the Agreement to “BIGBEAR” refer to BIGBEAR’s Affiliate, and references to “Client” refer to Client’s Affiliate. All Order Form(s) executed by the same entities, together with the Master Terms, collectively comprise a single Agreement between such entities. Accordingly, one or more separate Agreements may be created, each governed by the same Master Terms.

1.2. Precedence. If there is any conflict among any elements of the Agreement, the descending order of precedence will be (unless expressly stated otherwise for any particular terms): Order Form, Schedules, Master Terms (except the Schedules), Clauses 5.2 (Usage Restrictions) takes precedence over any conflicting term of the Agreement.

2. TERM

The Master Terms commence on the Effective Date specified above (the “Effective Date”) and will remain in force during the term of any Service. The term of each Service (and any permission granted) is set out on the Order Form.

3. CHARGES

3.1. Payment of Charges. BIGBEAR will invoice for the Charges and Client will pay the Charges within 30 days of the date of the invoice and without set-off, counterclaim or deduction. Recurring Charges accrue from the first day of the month following the date the relevant Service is made available by BIGBEAR until the end of the month in which a termination of the Service takes effect. BIGBEAR may apply a service charge of 1% per month or the highest lawful interest rate (whichever is lower) to all amounts not paid to BIGBEAR when due.

3.2. Payment of Taxes. Client will also pay applicable taxes and duties (including withholding taxes, but excluding income taxes imposed on BIGBEAR). Client will provide to BIGBEAR written evidence of any withholding tax paid by Client or any tax exemption on which Client wishes to rely.

3.3. Changes to Fees. Unless otherwise provided in an Order Form, BIGBEAR may increase or adjust the basis for calculating the Fees or recurring Related Charges effective on January 1 of each year by notifying Client on or before October 1 of the previous year. If BIGBEAR increases the Fees or Recurring Related Charges by more than the greater of 5% or the change in the OECD CPI, Client may terminate the affected Service by notifying BIGBEAR on or before November 1 of the previous year. Termination of such Service is effective on December 31 of that previous year or any later date Client specifies in its termination notice (but no later than June 30 of the year when that increase or adjustment takes effect). The Fees will be payable as increased or adjusted during any period in which BIGBEAR provides the Service following January 1.

4. PERFORMANCE AND COMPLIANCE

4.1. Obligations of the Parties. BIGBEAR will provide the Services to Client using reasonable skill and care. BIGBEAR will provide, and Client will use, the Services in accordance with (a) the operating specifications to run or access the Service; and (b) applicable laws and regulations. If Client is permitted to provide an Affiliate with access to any part of the Services, Client will ensure that such Affiliate complies with all provisions of the Agreement applicable to Client as if they were its own.

4.2. Export Control and Sanctions. Client warrants that neither it nor any Affiliate to which Client provides access to the Services is a specially designated or sanctioned entity under any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America and the European Union and its Member States. Client will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any such laws or regulations.

5. USAGE PERMISSIONS AND RESTRICTIONS

5.1. Usage. BIGBEAR permits Client to use the Services within the scope of use set out in the Master Terms and the relevant Schedule and/or Order Form.

5.2. Usage Restrictions.

(a) Client will not: (i) copy or modify any part of the Services; (ii) use or provide the Services in a service bureau or application service provider environment, on a white-labelled basis, or otherwise, for the benefit of any third party (other than third parties to the extent they are expressly permitted under the Agreement to receive access to the Services); (iii) use any Materials, or communications facilities or networks provided by or on behalf of BIGBEAR, other than to receive and properly use the Services; (iv) merge, modify, make derivative works of, decompile, disassemble, reproduce, republish or reverse-engineer the Services or Software or any part thereof (except as expressly permitted by law or regulation to achieve interoperability with other technology where such rights cannot be modified by agreement) or change the filename of Software; or (v) access or use the Services to build or support, directly or indirectly, products or services competitive to BIGBEAR.

(b) Any Information, Materials or other rights provided with a Service are non-transferable and non-sublicensable by Client.

5.3. Trials and Testing. All trials or testing of Services are subject to the terms of the Agreement.

6. INTELLECTUAL PROPERTY AND FEEDBACK

6.1. Services. Client acknowledges that, as between the parties, all Intellectual Property Rights in the Services are (a) owned by BIGBEAR, its Affiliates or Third Party Providers, and (b) hereby reserved to BIGBEAR unless specifically granted in the Agreement. Client will not remove or conceal any proprietary rights notice in the Services, and will include such notices on any copy it is permitted to make.

6.2. Client Materials. BIGBEAR acknowledges that, as between the parties, all Intellectual Property Rights in the Client Materials are owned by Client or licensors to Client. Client grants BIGBEAR and BIGBEAR’s Affiliates the right to use the Anonymized Data to develop their services and products and to create and own derivative works based on the Anonymized Data. As between BIGBEAR and Client, all right, title, and interest in the Anonymized Data and any derivative works based on the Anonymized Data together with all intellectual property rights therein, belong to and are retained solely by BIGBEAR.

6.3. Use of Name. Neither party may use the other party’s name, trademarks or any derivatives of them, except for internal purposes or as required by law or regulation, without the other’s prior written consent, not to be unreasonably withheld. However, Client agrees that BIGBEAR may use Client’s name and logo in marketing materials, client lists and press releases to refer to Client as a customer of the Service(s).

7. SECURITY

Access to the Services may be subject to using passwords, smartcards, or other security devices (“Security Credentials”) provided by BIGBEAR. Such Security Credentials must not be shared. BIGBEAR may change Security Credentials with notice to Client or Client’s Users for security reasons. BIGBEAR will use reasonable efforts to (a) scan the Services for any code or device which is designed or intended to impair the operation of any computer or database or prevent or hinder access to, or the operation of, any program or data, using detection software generally accepted in the industry, (b) secure its computing environments according to generally accepted industry standards to ensure that the Services cannot be accessed by any unauthorised person or malicious software, and (c) remedy any security breach of which it becomes aware.

8. SUPPORT

8.1. Support Provided. To assist in resolving technical problems with the Services, BIGBEAR provides telephone and/or online

- access to its helpdesk, or may provide self-help tools. Client will provide BIGBEAR with reasonable assistance and prompt access to Client's systems or its site. In providing support, BIGBEAR will comply with Client's reasonable security, health and safety, and confidentiality procedures that are provided to BIGBEAR in advance in writing.
- 8.2. Remote Support. BIGBEAR may seek Client's consent to install software agents on Client's systems to provide support or access to Software remotely. If Client withholds consent and BIGBEAR provides alternative support or access, additional Charges may apply.
- 8.3. Support Exceptions. If BIGBEAR elects to provide support for any of the following, then additional Charges may apply: (a) issues caused by Client or third party information or materials; (b) any Services, or any versions of Services, that BIGBEAR has advised Client are unsupported; (c) issues caused by Client's failure to follow BIGBEAR's instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to BIGBEAR; or (f) Client's networking or operating environment.
- 9. CHANGES**
- 9.1. Updates and Upgrades. Client will promptly install any Update provided by BIGBEAR, and any Upgrade that BIGBEAR makes available to Client, at no additional charge. BIGBEAR may make other Upgrades available to Client that are subject to additional Charges.
- 10. TERMINATION AND CONSEQUENCES OF TERMINATION**
- 10.1. Obsolescence. Six months following the general availability of an Update or Upgrade to any Service (whether designated with the same Service name or not), the prior version of such Service shall be deemed obsolete. BIGBEAR will have no obligation to provide or support obsolete Services or versions of Services. In the case of a version obsolescence described in this Section, the term of the affected Service will continue unless the new version is subject to additional Charges, in which case Client may terminate the Service by providing BIGBEAR with 30 days' notice after the date of BIGBEAR's notice.
- 10.2. Termination for Breach. Either party may terminate the Agreement, upon notice, if the other party materially breaches the Agreement and the breach (a) remains unremedied 30 days after the date the breaching party receives a notice from the other party describing the breach and requiring it to be cured, or (b) is incapable of being cured. However, if the material breach relates solely to one or more Services (but not all the Services), the non-breaching party only may terminate the relevant Service(s).
- 10.3. Termination for Insolvency. Either party may terminate the Agreement, immediately upon notice, if: (i) the other party enters into a composition with its creditors; (ii) a court order is made for the winding up of the other party; (iii) an effective resolution is passed for the winding up of the other party (other than for the purposes of amalgamation or reconstruction); (iv) the other party has a receiver, manager, administrative receiver or administrator appointed with respect to it, (v) the other party ceases to be able to pay its debts as they fall due; (vi) the other party takes or suffers any action similar to any of the above on account of debt in any jurisdiction.
- 10.4. Injunctive Relief. Nothing in this Agreement prevents BIGBEAR or Client from seeking an immediate injunction or similar remedy from a court of competent jurisdiction to prevent or restrain breaches of the Agreement.
- 10.5. Refunds. Where BIGBEAR terminates a Service other than under clauses 10.2 (Termination for Breach) or 10.3 (Termination for Insolvency), or Client terminates a Service where the Agreement permits it to, Client will be entitled to a pro rata refund of any recurring Fees that Client has paid in advance for the terminated Service.
- 10.6. Delete or Return Information and Materials. Following termination, and at any time with respect to Confidential Information, (a) at Client's request BIGBEAR will promptly return, delete or destroy all Client Materials and Client's Confidential Information, and (b) at BIGBEAR's request Client will promptly return, delete or destroy all Information, Materials, and BIGBEAR's Confidential Information. However, each party may retain copies to the extent required by, and used only to (i) comply with, law or regulation, and (ii) support the enforcement or defense of a party's rights under the Agreement. This clause 10.6 will not apply to the extent BIGBEAR has granted Client a perpetual right to Information or Materials unless BIGBEAR is terminating that perpetual right under clauses 10.2 (Termination for Breach) or 10.3 (Termination for Insolvency). For the avoidance of doubt, BIGBEAR will not be required to return, delete or destroy any Anonymized Data.
- 10.7. Survival of Terms. Termination of all or any part of the Agreement will not affect a party's respective accrued rights and obligations. The following clauses will survive termination: 3.1 (Payment of Charges), 3.2 (Payment of Taxes), 10.5 (Refunds), 10.6 (Delete or Return Information and Materials), 10.7 (Survival of Terms), and 11 to 17 (Confidentiality; Data Privacy; Audit; Disclaimers; Limitation of Liability; Indemnity and Miscellaneous), along with any others that by their nature should survive.
- 11. CONFIDENTIALITY**
- 11.1. Non-disclosure. The Receiving Party will hold the Disclosing Party's Confidential Information in confidence and will not disclose any part of it to any third party except to its Affiliates, consultants and third-party contractors (including financial advisors, accountants and attorneys) (collectively, "**Representatives**") who are acting on behalf of the Receiving Party and are bound by, or are otherwise protected by legal privilege or confidentiality and non-disclosure commitments substantially similar to those contained in this Agreement. If a Receiving Party is legally compelled to disclose the Disclosing Party's Confidential Information, the Receiving Party shall (a) provide prompt notice (if legally permissible) to the Disclosing Party so that the Disclosing Party can seek a protective order or other appropriate remedy, and (b) limit any such disclosure to the extent of the legal requirement and the disclosed information will remain Confidential Information despite such disclosure.
- 11.2. Exceptions. These obligations of confidentiality do not apply to information which: (a) is or becomes (through no act or omission of the Receiving Party), generally available to the public; (b) becomes known to the Receiving Party or any of its Affiliates on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the Receiving Party or any of its Affiliates prior to such disclosure; (d) is independently developed by the Receiving Party or any of its Affiliates; or (e) the Disclosing Party agrees is not confidential or may be disclosed, to the extent of that consent.
- 12. DATA PRIVACY**
- 12.1. Data Privacy Laws. The parties will at all times process Client Personal Data in accordance with applicable laws or regulations governing the processing of Personally Identifiable Information.
- 12.2. Regulatory Requirements. Client shall ensure that any Client Personal Data that it discloses to BIGBEAR (including when it uploads such Client Personal Data into a Service hosted by BIGBEAR) is disclosed in accordance with the laws and regulations applicable to Client.
- 13. AUDIT**
- 13.1. Audit Rights. BIGBEAR has the right (by itself or through its representatives) to audit Client, on at least 10 business days' notice and during normal business hours, to verify whether Client is complying with the Agreement. BIGBEAR will comply with Client's reasonable security, health and safety, and confidentiality procedures that are provided to BIGBEAR in advance in writing. BIGBEAR will not audit more than once in every 12 months per Client location, unless (i) BIGBEAR has cause to suspect, or an audit reveals, that Client is non-compliant, or (ii) where required to do so by a Third Party Provider with respect to its Information or Materials.
- 13.2. Charges and Costs. If the audit reveals that Client has breached the Agreement, Client will pay (a) any underpaid charges with respect to any period of non-compliance, and (b) the costs of undertaking the audit if Client has underpaid the charges by more than 5% or where such costs are imposed on BIGBEAR by a Third Party Provider.

14. DISCLAIMERS

14.1. **General Disclaimer.** All warranties, conditions and other terms implied by statute or common law including, without limitation, warranties or other terms including warranties as to merchantability, satisfactory quality and fitness for a particular purpose, are excluded. BIGBEAR does not warrant that the Services (or services, information or material supplied to BIGBEAR on which all or part of a Service depends) will be delivered free of any interruptions, delays, omissions or errors ("Faults"), or that all Faults will be corrected.

14.2. **Client Data.** Client agrees and acknowledges that it will input its own information into the Services and that it does not rely, directly or indirectly on BIGBEAR for the input of any information into the Services. Client warrants and represents that it owns all right, title and interest in the Client Materials and information it inputs into the Service, and that such information and materials do not violate the rights of any third party. Client agrees and acknowledges that the Service's output and performance depend on the accuracy and completeness of Client's information and the timeliness of the information input by the Client into the Services. Client further agrees and acknowledges that errors, omissions in the Client's information or delays in Client's input of information into the Services may cause inaccuracies in the output and results obtained from the Services. BIGBEAR shall not be responsible or held liable for any errors, omissions, inaccuracies or Damages resulting from the Client's input of its own information into the Services.

15. LIMITATION OF LIABILITY

15.1. **Unlimited Liability.** The limits on liability in clause 15.2 (Liability Cap) do not apply to: (a) a party's fraud, fraudulent misrepresentation, willful misconduct, or conduct that evinces a reckless disregard for the rights of others; (b) negligence causing death or personal injury, (c) breach of clause 11 (Confidentiality) or Clause 5.2 (Usage Restrictions); (d) any indemnification obligations, or (e) Client's liability to pay the Charges. Nothing in this Agreement limits liability that cannot be limited under law.

15.2. **Liability Cap.** Each party's aggregate liability to the other in any calendar year for Damages (in contract, tort or otherwise) arising out of or in connection with the Agreement will not exceed the Fees paid or payable by Client to BIGBEAR under the Agreement during the 12 month period immediately preceding the incident (or the first incident in a series) giving rise to any claim for those Damages.

15.3. **Exclusions.** Neither party will be liable for any: (a) indirect, incidental, punitive, special or consequential Damages arising out of or in connection with the Agreement; (b) loss of data (except that BIGBEAR shall be liable to restore data from any available back-ups); or (c) loss of profits (except with respect to the Charges); even if such Damages or losses in (a)-(c) could have been foreseen or prevented.

15.4. **Force Majeure.** Neither party will be liable for any Damages or failure to perform its obligations under the Agreement due to circumstances beyond its reasonable control. If such circumstances cause material deficiencies in the Services and continue for more than 30 days, either party may terminate any affected Service upon notice to the other party.

16. INDEMNITY

16.1. **BIGBEAR Indemnity.** BIGBEAR will indemnify Client against Damages Client incurs as a result of any third party claim that the Services infringe the Intellectual Property Rights of a third party in the locations where Client is permitted by BIGBEAR to use the Services, except if the Damage results from: (a) the combination of all or part of the Service with other products or technology not supplied by BIGBEAR; (b) modification of all or part of the Service other than by BIGBEAR or its subcontractors; (c) use of a version of the Service after BIGBEAR has notified Client of a requirement to use a subsequent version; or (d) Client's breach of the Agreement. This indemnity will extend to Client's Affiliates to which Client makes the Services available in accordance with the Agreement.

16.2. **BIGBEAR's Remedial Options.** BIGBEAR may remedy any alleged or anticipated infringement of a third-party Intellectual Property Right by: (a) procuring the right for Client to continue using the Service in accordance with this Agreement;

or (b) replacing affected Information and/or Materials with replacement(s) that do not alter the fundamental nature of the relevant Service.

16.3. **Client Indemnity.** Client will indemnify BIGBEAR and its Affiliates against Damages they incur as a result of a third party claim: (a) alleging that their use of Client Materials infringes the Intellectual Property Rights of a third party; (b) arising from Client's, its Affiliates' or their sub-contractors' use of the Services, including communications and networks, in breach of the Agreement; (c) (b) arising from Client's or its Affiliates' breach of the Agreement; or (d) asserted by any person accessing any part of a Service through Client (except to the extent of any indemnity BIGBEAR provides under clause 16.1 (BIGBEAR Indemnity)).

16.4. **Conduct of Claims.** The indemnification obligations in clause 16 are conditioned on the indemnified party: (a) providing the indemnifying party with prompt notice of the details of the claim and, if the indemnifying party requests it, control of the claim; (b) co-operating, at the indemnifying party's or relevant Third Party Provider's expense, in the defense or prosecution of the claim; and (c) not making any admission or taking steps to settle any claim without the indemnifying party's prior written approval. The indemnified party may participate, at its expense, in the defense of any such claims through legal counsel of its choice.

17. MISCELLANEOUS

17.1. **Notices.** All notices under the Agreement must be in writing and sent by email (except for notices of breach of the Agreement which may not be sent by email) or registered mail, courier, fax or delivered in person at the address set out on the latest Order Form between the parties (or such other more recent address notified to the other). However, BIGBEAR may give technical or operational notices or notices of Third Party Provider restrictions via publication online or within the Services themselves.

17.2. **Choice of Law and Jurisdiction.** The Agreement and any dispute or claim arising out of or in connection with the Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the State of Delaware's conflict of laws rules to the extent those rules would require applying another jurisdiction's laws. Each party hereby consents to the non-exclusive jurisdiction of the federal and state courts of the State of Delaware to settle all disputes or claims arising out of or in connection with the Agreement.

17.3. **Assignment.** Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. However, BIGBEAR may, without Client's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with BIGBEAR's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of BIGBEAR or any similar business transaction.

17.4. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

17.5. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

17.6. **Entire Agreement.** The Agreement contains the entire understanding between the parties regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter. Each party acknowledges that in entering into the Agreement it has not relied on any representations made by the other party that are not expressed in the Agreement.

17.7. **Signature and Amendment.** The Agreement is binding when countersigned by Client provided that Client has not made any changes to the Agreement. The Agreement may be varied only by a written amendment signed by both parties.

18. DEFINITIONS AND INTERPRETATION

Access Declaration - any report that BIGBEAR requires Client to complete and return in connection with Services where Client controls, or is required to disclose, any access to the Services.

Affiliate – in the case of BIGBEAR, BigBear.AI, LLC and any entity that, from time to time, is directly or indirectly controlled by BigBear.AI, Inc; in the case of Client, any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control of Client. “Control” means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

Agreement - the Master Terms, together with all Order Forms and Access Declarations, and other schedules, exhibits or addenda referred to or incorporated in them, each between the same parties.

Anonymized Data -- information related to Client’s use of the Services or Client information provided to BIGBEAR (whether by direct input into the Services, by way of feedback from the Client or otherwise), and anonymized by BIGBEAR, for inclusion in any service of BIGBEAR or its Affiliates for distribution to its customers.

BIGBEAR - the BIGBEAR entity signing these Master Terms or its Affiliate referred to in clause 1.1 (Parties) as relevant to the Agreement.

Charges - the Fees and any applicable Related Charges.

Client - the entity signing these Master Terms or its Affiliate referred to in clause 1.1 (Parties) as relevant to the Agreement.

Client Materials – means (a) information, software, or other materials provided to BIGBEAR by or on behalf of Client, which BIGBEAR is required to host, use or modify in the provision of a Service, and (b) Client’s Contributed Data..

Client Personal Data - the Personally Identifiable Information provided to BIGBEAR for the purpose of the provision of the Services.

Confidential Information - information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement, but excluding the information listed in clause 11.2 (Confidentiality Exceptions) and Contributed Data.

Contributed Data - information created by BIGBEAR customers and provided to BIGBEAR, and accepted by BIGBEAR, for inclusion in any service of BIGBEAR or its Affiliates for distribution to its customers.

Damage(s) - any loss, damage or cost.

Derived Data - Information modified by Client (e.g. perform calculations or combining it with other data) to such a degree that it cannot be (a) recognized as deriving from the Information, (b) reverse engineered or (c) otherwise traced back to the Information, without an extraordinary amount of time and effort other than by the creator. All other Information that does not satisfy these criteria constitutes “Information.”

Disclosing Party - a party who discloses Confidential Information, and a party’s Affiliates who disclose Confidential Information.

Fees - fees BIGBEAR charges for the supply of a Service as specified or referred to in the relevant Order Form(s) or related schedules.

Information - the information (including, but not limited to, data, text, images and sound recordings) contained in the relevant Service in raw form and such information as it may be modified by Client, except to the extent that the modified information is Derived Data.

Intellectual Property Rights - database rights, design rights, moral rights, the rights in and to patents, trademarks, service marks, trade and service names, copyrights, know-how and trade secrets, and all rights or forms of protection of a similar nature or having similar or equivalent effect which may subsist anywhere in the world now existing or hereafter arising.

Master Terms – this document, including its Schedules, as amended from time to time.

Materials - hardware, Software, and related documentation supplied by BIGBEAR or its Affiliates.

OECD CPI - the consumer price index (all items) applicable to the jurisdiction in which Client is located, as published by the Organization for Economic Co-operation and Development (OECD), or if an Agreement is entered into with a Client outside the OECD, the local equivalent consumer price index for the

country in which that Client is located. The change in the OECD CPI is calculated as the annual percentage change from the OECD CPI published on the last business day in July preceding the date the price increase takes effect.

Order Form - the BIGBEAR form BIGBEAR has accepted that lists or describes the services and products to be supplied to Client, including any statement of work BIGBEAR has accepted that details the professional services Client orders.

Personally Identifiable Information - Any information that, alone or in combination with other information, can be used to identify, locate or contact an individual, including information constituting “personal data” as defined in the European Union Data Protection Directive (94/46/EC).

Receiving Party - a party, or a party’s Affiliates, who receives Confidential Information from the Disclosing Party.

Related Charges – any additional charges specified on the Order Form or related schedules

Schedule(s) – schedule(s) that are attached and incorporated into this document, as required (e.g., setting out additional or specific terms and conditions relating to certain categories or types of Services).

Service(s) - any services or products BIGBEAR supplies pursuant to an Order Form, which may include providing Information or Materials.

Software - software (including Updates, Upgrades and application programming interfaces (APIs)) and related documentation provided by BIGBEAR or its Affiliates.

Subsidiary – an Affiliate over which a party owns directly or indirectly more than 50% of the issued share capital and over which the party exercises direct or indirect control.

Third Party Provider - a third party (other than a party and its Affiliates) whose Information, Materials or services are included or used in a Service.

Updates - any bug fixes, service packs or patches, or maintenance releases to the Services.

Upgrade - any release or version of a Service which includes new features or additional functionality.

User – (a) each individual employed by Client, or contractor acting under Client’s direction in the ordinary course of Client’s business, in each case authorized or allowed by BIGBEAR to access the relevant Service; (b) in the context of Access Declarations, such employees or contractors of Client’s Subsidiaries; or (c) each individual, group of individuals or software application specifically designated as a User on an Order Form.