

VESPA.ai – MASTER SERVICES AGREEMENT AND GENERAL TERMS

This Vespa.ai Master Services Agreement is entered into and becomes effective as of the Effective Date and is entered into by and between Vespa.ai Norway AS (“**Vespa.ai**”) and the Customer (as defined in the Order Forms), each a “**Party**” and collectively the “**Parties**”, which shall govern Customer’s use of the Services.

1. STRUCTURE OF THE AGREEMENT

- 1.1 The Agreement applies to Products that you purchase or otherwise acquire the right to access or use, including Subscriptions, Professional Services, Online Services and other Vespa.ai offerings (the “**Products**”, as further defined in Section 15), whether obtained directly from Vespa.ai or from a Business Partner. Affiliates of either Party may conduct business under the Agreement by signing an Order Form or other document that references these General Terms and may include additional terms relating to pricing, local requirements or other transaction details. Specific pricing established in an Order Form does not extend globally unless specifically agreed.
- 1.2 If you order Vespa.ai Products from a Business Partner, any agreement that you enter into with the Business Partner is solely between you and the Business Partner and will not be binding on Vespa.ai (except to the extent that your agreement with a Business Partner references to this Agreement).
- 1.3 The Customer’s right to use the Products is expressly conditioned on acceptance of the Agreement. By signing the Order Form or clicking the “ACCEPT” button (in connection with the registration process during which this Agreement has been presented, in which case your acceptance constitutes an Order Form) and/or using the Products, Customer is unconditionally consenting to be bound by and is becoming a Party to this Agreement. If you are accessing the Products on behalf of your employer or another entity, you represent and warrant that you have the authority to agree to this Agreement on its behalf. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and you (and the Customer) may not use the Products.

2. VESPA.AI SUBCONTRACTORS

Vespa.ai may at any time, and without notice, use the services of one or more Affiliates or third parties in connection with the performance of its obligations under the Agreement. Vespa.ai shall be responsible for the performance of its subcontractors, subject to the terms and conditions of the Agreement. The Parties may agree on the practical implications and distribution of obligations with respect to Vespa.ai’s use in the Order Form or statement of work.

3. TECHNICAL COOPERATION

- 3.1 The Customer shall cooperate in good faith with Vespa.ai to configure and enable delivery of the Products.
- 3.2 If delivery of Products is dependent on Customer Content, then Customer is responsible for delivering its Content per Vespa.ai’s guidance and is solely accountable for: (i) all account bandwidth usage and activity; (ii) associated charges and costs; (iii) monitoring application usage patterns; (iv) assessing network and Product suitability; (v) implementing token authentication and securing account credentials and Customer Data; and (vi) backing up all Customer Content, Customer Data and End User Data.

4. TERM AND TERMINATION

- 4.1 **Term.** The Agreement will commence on the Effective Date and continue unless and until terminated pursuant to the terms hereof (the “**Term**”).
- 4.2 **Termination for convenience.** Unless a specific service end date is specified or otherwise is agreed in an Order Form or Product Appendix, the Customer may terminate the Agreement or individual Products without cause upon sixty (60) days prior written notice, and Vespa.ai may terminate the same without cause upon thirty (30) days prior written notice. Subscriptions automatically renew for successive terms of the same duration as the original term, unless either Party

gives written notice to the other Party of its intention to not renew at least sixty (60) days (for Customer) or thirty (30) days (for Vespa.ai) before the expiration of the Subscription term.

4.3 **Termination for cause.** Either Party may terminate this Agreement for cause if the other Party: (i) has a receiver or administrator appointed, (ii) makes an assignment for creditors, (iii) undergoes bankruptcy proceedings which are not dismissed within 60 days, (iv) is liquidated or dissolved, (v) ceases business operations, or (vi) materially breaches the Agreement, with a 30-day cure period for Vespa.ai or 10 days for the Customer. Vespa.ai may also terminate for non-payment within 30 days of invoicing as set out in 5.2; and terminate or suspend Products without notice to prevent fraud, protect its network, avoid legal violations, enforcement or prevention of, subject to Vespa.ai's sole discretion, violation of use restrictions or Customer's representations or warranties under the Agreement, or if Vespa.ai stops offering the Services.

4.4 **Effects of termination.** Upon termination (i) all Customer rights to access or use Products and any other Vespa.ai Intellectual Property Rights shall cease, (ii) Customer shall pay all unpaid fees or charges accrued, (iii) all liabilities accrued before termination shall survive and (iv) as directed by Vespa.ai, Customer shall return or destroy, and certify in writing such destruction of, all copies of Vespa.ai Confidential Information.

5. FEES AND PAYMENT

5.1 **Taxes.** Vespa.ai charges exclude Taxes, which the Customer must pay unless a valid tax exemption certificate is provided. If such a certificate is submitted, Vespa.ai will apply the appropriate exemption from the receipt date. The Customer must notify Vespa.ai in writing if Customer disputes application of any Tax within three months of the invoice date; otherwise, Customer is bound to the invoiced amounts. If withholding taxes are legally required, the Customer should increase payments so Vespa.ai receives the full amount due. The Customer must also remit withheld taxes to the relevant authority and promptly provide Vespa.ai with proof of payment.

5.2 **Payment.** Customer will be invoiced electronically and monthly in arrears pursuant to the license fees and Product rates set out in the relevant Order Form. If no fees or rates are set out in the relevant Order Form, the then current rates set forth at <https://cloud.vespa.ai/pricing> shall apply. All payments are due within thirty (30) days of the date of invoice. Vespa.ai charges shall be invoiced and payable in United States dollars, unless otherwise mutually agreed in writing.

5.3 **Unpaid Invoices.** If an invoice remains unpaid for 30 days, Vespa.ai may (i) suspend Products, (ii) apply a late fee at 1.5% per month or the legal maximum, (iii) require a deposit or security for payment, or (iv) pursue other available remedies. To dispute an invoice, the Customer must, within 15 days, (i) pay the amount and (ii) notify Vespa.ai with dispute details and supporting documents; otherwise, the right to dispute is waived. The Parties will work to resolve disputes promptly.

5.4 **Guarantee.** If Vespa.ai has concerns about the Customer's ability to pay, it may require a cash deposit or other security as payment guarantee.

6. CUSTOMER CONTENT AND USE OF PRODUCTS

6.1 **Customer Content.** Customer or its licensors retain ownership of Customer Content. Customer represents and warrants that: (a) Customer has the necessary rights or permissions to use Customer Content; (b) the use of Customer Content by you, your Authorized Users, and Vespa.ai and its affiliates, vendors, and subprocessors does not misappropriate, violate or infringe the intellectual property rights or privacy rights of any third party, and all such use is lawful. Customer is prohibited from using the Products to store, create, or deploy any portion of Your Content that is regulated under the International Traffic in Arms Regulations (ITAR). Customer is responsible for ensuring that Customer Content is authorized for export, distribution, and use under the Export Administration Regulations (EAR) and other applicable laws and regulations, including privacy laws, and Vespa.ai reserves the right to review Customer Content for compliance purposes. Vespa.ai is not responsible under any circumstances for any claims, damages, or other actions relating to Customer Content. Customer agrees to promptly remove any Customer Content that violates the foregoing.

6.2 **License for Customer Content.** Customer grants to Vespa.ai, and to any third party providers on whose services Vespa.ai may depend to provide the Products, a worldwide, non-exclusive, royalty-free license to make, use, reproduce,

distribute, import, perform, and display Customer Content solely in connection with providing the Products to Customer. Except as set forth in this Section 6.2, Vespa.ai obtains no rights in Customer Content.

The above license does not grant Vespa.ai or any third party the right to access or interpret information contained in Confidential Customer Content unless explicitly authorized by the Customer. Such access, if permitted, will adhere strictly to Section 8.3. Vespa.ai and third-party providers are permitted to process, store, and manage Confidential Customer Content solely to enable the provision of Products, but must do so in a manner that ensures no access or interpretation of the content's specifics occurs.

6.3 Liability for use. The Products have not been tested in all situations under which they may be used. Vespa.ai will not be liable for the results obtained through use of the Products and Customer is solely responsible for determining appropriate uses for the Products and for all results and liabilities of such use. Products are not specifically designed, manufactured or intended for use in relation to nuclear facilities; aircraft control, navigation, or communication systems; weapons systems; direct life support systems; or other similar hazardous environments.

6.4 Use policies. Customer must adhere to Vespa.ai's usage directions and policies. Customer must not use the Products for activities that are illegal, harmful, or offensive, including but not limited to: (i) illegal content dissemination; (ii) compromising physical or digital security; (iii) handling sensitive personal, health or financial data; (iv) unauthorized network connections; (v) sending spam; (vi) benchmarking or creating competitive services; (vii) manipulating mail headers or impersonation; (viii) collecting use policy-violating responses; or (ix) supporting weapons or terrorism.

6.5 Monitoring. Vespa.ai or its hosting provider may monitor Customer Content to determine compliance with this Agreement and any other operating rules that may be established by Vespa.ai from time to time.

7. PERSONAL DATA

The Parties acknowledge and agree that the Products may involve the processing of personal data as part of the processing of Customer Data and End User Data, provided any processing of such personal data occurs exclusively at the direction and discretion of Customer, as exercised through workflows or other agreed means. Vespa.ai will only access, use, transfer or disclose to any third party such personal data to provide the Products and maintain ongoing business operations and in compliance with the Data Processing Agreement. Customer represent and warrant that your provision (and Vespa.ai's use) of Customer Data, Customer Content and End User Data under this Agreement will not require any additional consents or licenses, will comply with applicable law, and will not violate any intellectual property, proprietary, privacy, or other right of any third party.

8. CONFIDENTIALITY

8.1 Confidentiality Obligations. During the Term and for three years after, the Receiving Party shall not use, copy, or disclose Confidential Information except as allowed herein. All Confidential Information remains the property of the Disclosing Party. The Receiving Party must safeguard it using procedures at least as stringent as those for its own confidential information of a similar nature. Disclosure is permitted to representatives with a need to know who are bound by a similar confidentiality obligation. Disclosure is also allowed to comply with legal requirements, provided reasonable notice is given to the Disclosing Party (unless prohibited by law), and only the necessary information is disclosed. Transmission or storage of data within Vespa.ai's network does not constitute disclosure.

The Receiving Party must notify the Disclosing Party of any unauthorized use or disclosure and work to prevent further breaches. If Receiving Party violates or threatens to violate this Section 8, Disclosing Party shall be entitled to seek injunctive relief without the need to post bond, in addition to any other available legal or equitable remedies.

8.2 Feedback. If Customer provides to Vespa.ai suggestions, enhancement requests, recommendations, statistics or other comments or information regarding experience with the Services ("**Feedback**"), Customer agrees that Vespa.ai may use all Feedback provided in any manner and without limitation, attribution or any compensation due in any form. All such Feedback shall be deemed Vespa.ai's Confidential Information.

8.3 Confidential Customer Content. Notwithstanding anything to the contrary in this Agreement, no Vespa.ai employee or team member shall be allowed to access any Confidential Customer Content in relation to the provision of Online Services

without the prior explicit consent of Customer. If consent is granted, access to Confidential Customer Content shall in all events be limited in time, audited and closely monitored by Vespa.ai and used by Vespa.ai solely for the express purpose for which access has been granted.

9. RESERVATION OF RIGHTS

- 9.1 Vespa.ai and its licensors and suppliers retain all rights to Intellectual Property Rights and intangible property relating to the Products, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other Intellectual Property Rights therein unless otherwise indicated. Customer acknowledges that any and all Intellectual Property Rights to the Products and any Vespa.ai documentation or other materials that Customer is given access to by Vespa.ai, including any amendments, modifications, changes or improvements made thereto, shall be the sole and exclusive property of Vespa.ai, or its licensors or suppliers (as the case may be).
- 9.2 Vespa.ai grants to Customer only those rights expressly granted in the Agreement with respect to the Products and reserves all other rights in and to the Products (including all Intellectual Property Rights). With the sole exception of the license granted pursuant to the Product Appendices, nothing in the Agreement shall be construed to transfer or license any Intellectual Property Rights from Vespa.ai, or any of its licensors or suppliers to Customer or any third party.
- 9.3 Vespa.ai may collect and use for any purpose aggregate anonymous data about your use of the Products or general knowledge obtained that is not Confidential Information. Nothing in this Agreement will limit Vespa.ai from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those that might be delivered to you. Nothing will prohibit or restrict either Party's right to develop, use or market products or services similar to or competitive with the other Party; provided, however, that neither Party is relieved of its obligations under this Agreement.
- 9.4 If a third party asserts to Customer that the Products, in whole or in part, infringe any third party Intellectual Property Rights, then Customer will inform Vespa.ai in writing as soon as possible. Vespa.ai, or whoever Vespa.ai appoints, shall deal with any such bona fide claims at its own expense. Customer shall, to a reasonable extent, assist Vespa.ai in the defence of such third party claim.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 Each Party represents and warrants that: (a) it has the requisite authority to enter into and fulfil this Agreement; (b) it has obtained and will adhere to necessary third-party and governmental consents, licenses and permits; (c) no existing legal or contractual obligations hinder their participation in this Agreement; (d) necessary corporate actions have authorized this Agreement's enactment and delivery; and (e) it shall comply with all applicable laws, rules and regulations in its performance hereunder.
- 10.2 Customer represents and warrants that Customer and its Affiliates are not, and that none of Customer's known End Users are, (a) designated on any governmental list of restricted parties; (b) located in or otherwise ordinarily resident in any country where governmental sanctions or embargo provisions prohibit the provision of the Products; or (c) otherwise prohibited from using, benefiting from or accessing the Products.
- 10.3 Customer hereby acknowledges that the Products may include utilization of Vespa which is an open source software and the use contemplated of this open source software is subject solely to the following license terms: <https://github.com/vespa-engine/vespa/blob/master/LICENSE>. Vespa.ai disclaims any responsibility for defects or errors inherent in the open source software itself. The open source software is provided 'as-is' under its own license terms, with no warranties or guarantees from Vespa.ai.

11. DISCLAIMER

Customer's use of the Products is at its sole risk. The Products are provided "as is". Vespa.ai and its licensors, suppliers and distributors disclaim all warranties, express or implied, to the extent allowed by mandatory law, including without limitation implied warranties of merchantability, satisfactory quality, fitness for a particular purpose or need, and non-infringement. Further, Vespa.ai and its licensors and suppliers do not warrant or make any representations that the Products are free of defects, secure, virus free, able to operate on an uninterrupted basis, or that errors in the services will be corrected.

Vespa.ai and its licensors, suppliers and distributors also do not warrant or make any representations regarding the quality, accuracy, or completeness of content or data downloaded, uploaded, or transferred using the service.

12. LIMITATION OF LIABILITY

12.1 **General Limitation.** To the extent allowed by mandatory law, in no event shall Vespa.ai be liable for indirect, incidental, special, consequential, punitive or exemplary damages of any kind. Vespa.ai shall have no liability for bandwidth theft, denial of service attacks or other malicious acts by third parties. Vespa.ai's aggregate liability for any and all causes of actions, claims and damages in connection with this Agreement is limited to the lesser of (a) direct damages proven by Customer or (b) the amount of fees or charges paid by Customer to Vespa.ai during the six (6) month period before the date on which any claim arose.

12.2 **Force Majeure.** Neither Party is liable for delays or failures due to unforeseen events beyond their control ("**Force Majeure Event**"). Payment for Products before such events may be delayed but not excused. The affected Party must notify the other promptly, and obligations are suspended during the Force Majeure Event. If a Product or payment or other obligation cannot be performed for 30 days, either Party may terminate it, with Vespa.ai entitled to payment for all accrued fees. Each Party bears its own costs, and Vespa.ai has no further service obligations affected by the event.

13. INDEMNIFICATION

13.1 **Indemnification.** Customer shall, at its cost, defend, indemnify and hold harmless Vespa.ai and its officers, directors, employees, agents and permitted successors and assigns (each a "**Vespa.ai Indemnitee**") through a final judgment or settlement, from and against any third-party claim, action, suit, proceeding, judgments, settlements, losses, damages, expenses (including reasonable legal fees and expenses) and costs (including allocable costs of in-house counsel) ("**Claim**") brought against a Vespa.ai Indemnitee arising out of or based upon (a) loss of or damage to real or tangible personal property to the extent that such Claims were alleged to have been proximately caused by any negligent act, omission or willful misconduct of Customer, its agents or employees, (b) operation or use of Customer's products, websites or services, (c) Customer Content, (d) unauthorized use of or access to hardware, software and systems used by Vespa.ai to provide services, (e) Vespa.ai's compliance with Customer specifications, (f) a combination or modification of the Services or Vespa.ai equipment by or on behalf of Customer by anyone other than Vespa.ai or its authorized agents, (h) use of other than the then-current, unaltered release of any Vespa.ai-provided software used in the Service, or (i) a breach by Customer of its obligations under the Vespa.ai Data Processing Terms and Conditions.

13.2 **Process.** The Vespa.ai Indemnitee shall (a) promptly provide notice to Customer of any Claim for which indemnity is claimed (provided, that, any delay in providing notice shall not relieve Customer of its obligations hereunder, except to the extent that Customer is materially prejudiced by such delay), (b) permit Customer to control the defence of any such Claim and (c) provide reasonable assistance at Customer's reasonable cost. Subject to the foregoing, in any Claim for which indemnification is sought, Customer may select legal counsel to represent the Vespa.ai Indemnitee (such counsel to be reasonably satisfactory to the Vespa.ai Indemnitee) and to otherwise control the defence. If Customer elects to control the defence, the Vespa.ai Indemnitee may fully participate in the defence at its own cost. If Customer, within a reasonable time after receipt of notice of Claim, fails to defend the Vespa.ai Indemnitee, the Vespa.ai Indemnitee may defend and compromise or settle the Claim at Customer's cost. Notwithstanding the foregoing, Customer may not consent to entry of any judgment or enter into any settlement that imposes liability or obligations on the Vespa.ai Indemnitee or diminishes the Vespa.ai Indemnitee's rights, without obtaining the Vespa.ai Indemnitee's express prior consent, such consent not to be unreasonably withheld or delayed, other than cessation of infringing activity, confidential treatment of the settlement, and/or payment of money that is fully indemnified by Customer under this Agreement.

14. GENERAL

14.1 **Complete Agreement.** This Agreement is the complete agreement between the Parties regarding its subject matter and replaces all prior agreements and proposals. Any terms Customer provides to Vespa.ai, such as in purchase orders, are void unless they are in an Order Form and explicitly accepted by Vespa.ai. If there is a conflict between the General Terms, Product Appendices, or an Order Form, the General Terms will prevail unless the Appendices or Order Form specify otherwise. Except as otherwise expressly stated herein, no amendment to this Agreement is valid unless in writing and signed by both Parties.

- 14.2 **No Third-Party Beneficiaries.** This Agreement is not intended to be for the benefit of, and will not be enforceable by, any third-party including (without limitation) any insurance providers or Customers.
- 14.3 **Non-solicitation.** During the term of this Agreement and for a period of twelve (12) months following its termination or expiration, the Customer agrees not to, directly or indirectly, solicit, recruit, or hire any employee or consultant of Vespa.ai or its Affiliates, nor encourage any such individual to terminate their employment or engagement with Vespa.ai or its Affiliates. In the event of a breach of this non-solicitation obligation, the Customer agrees to pay Vespa.ai a liquidated damages fee equal to twice the annual salary of the relevant employee or consultant. The Parties acknowledge that this amount is a reasonable estimate of the damages Vespa.ai would incur due to such a breach and is not a penalty.
- 14.4 **Publicity.** Customer shall not use Vespa.ai's identifying symbols or otherwise refer to Vespa.ai, except as with Vespa.ai's express prior written consent. Customer grants Vespa.ai permission to use Customer's logo and/or name on the Vespa.ai website, and for sales and marketing purposes. All other uses of Customer's proprietary identifying symbols shall be subject to Customer's consent, which shall not be unreasonably withheld.
- 14.5 **Assignment.** Neither Party may assign this Agreement or parts of it without the other Party's prior written consent except that Vespa.ai may freely assign its rights and obligations (a) to an Affiliate or (b) in connection with a Change of Control. This Agreement shall be binding upon and inure to the benefit of all permitted successors and assigns.
- 14.6 **Export Controls.** The Products, Confidential Information, software, technology, content, or other materials covered under this Agreement may be subject to the import and export control laws of the United States and Norway and other applicable countries. Customer agrees to comply with all applicable export and import laws and regulations.
- 14.7 **Anti-corruption Compliance.** Customer agrees to comply with all applicable anti-corruption laws. Customer represents and warrants that in the performance of its obligations under this Agreement, it has not nor will it act in violation of anti-corruption laws. Customer must keep accurate books and records in relation to this Agreement and make those records available to Vespa.ai upon request and with reasonable notice.
- 14.8 **Survival.** The Parties' rights and obligations which by their nature must survive termination or expiration of the Agreement in order to achieve its fundamental purpose, including as set forth in Sections 5.3 (Invoice Disputes), 8 (Confidentiality), 9 (Reservation of Rights), 11 (Disclaimer), 12 (Limitation of Liability), 12.2 (Indemnification) and 14 (Miscellaneous), shall survive termination or expiration of this Agreement.
- 14.9 **Governing Law and Jurisdiction.** This Agreement, the interpretation thereof and any dispute arising between the Parties related to this Agreement, shall be exclusively governed by the laws of Norway and any and all disputes arising out of or relating to the Agreement shall be brought exclusively to the courts of Trondheim, Norway. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

15. DEFINITIONS

15.1 In addition to definitions elsewhere in this Agreement, the following definitions shall apply:

Affiliate	means an entity which at the relevant time is directly or indirectly Controlled by, Controlling or under common Control with a Party, now or in the future. An entity shall " Control " another entity when it owns more than 50% of the equity or other voting interests, or otherwise has primary management or operational responsibility.
Agreement	means these General Terms, any applicable Product Appendices (which may include end use license agreements) applicable to Customer's Products, and, if applicable, any and all Order Forms, as well as any other appendices, attachments or legal terms made applicable by reference therein or hereto.
Business Day	means any calendar day that is neither a Saturday, a Sunday or a public holiday in Norway.
Business Partner	means a distributor, reseller, OEM or other third party authorized to resell or distribute Vespa.ai Products.
Change of Control	means one or more transactions whereby (a) Control of a Party is transferred, directly or indirectly, whether by operation of law or otherwise, (b) all or substantially all of such Party's assets or equity securities are acquired by a natural or legal person or (c) such Party is

merged or consolidated with or into another entity; provided, that, in any case, such Party's equity owners of record immediately before such transaction(s) shall, immediately after such transaction(s), hold less than 50% of the voting power of the succeeding, acquiring or surviving entity.

Confidential Customer Content	means categories of Customer Content used in relation to Online Services, and which are defined by Vespa.ai as sensitive to the Customer, as further specified by Vespa.ai's at all times latest security whitepaper version (available at https://cloud.vespa.ai/en/security/whitepaper). This includes, but is not limited to, configuration server data, node data and logs and core / heap dumps as defined in the whitepaper.
Confidential Information	means any information that the disclosing Party, its Affiliates or agents (each, " Disclosing Party ") discloses during the Term to the receiving Party, its Affiliates or agents (each, " Receiving Party ") which is Confidential Customer Content, or is designated as confidential by the Disclosing Party or which the Receiving Party reasonably should understand is confidential due to the circumstances of disclosure or the nature of the information, and that relates to Disclosing Party, its products, services, developments, trade secrets, know-how, or personnel. " Confidential Information " shall not include information that (a) was already known to Receiving Party without an obligation of confidentiality at the time of disclosure; (b) is or becomes publicly known or available through no wrongful act of Receiving Party; (c) is rightfully received from a third party without restriction and without breach of this Agreement; (d) is developed by a party without the use of any proprietary, non-public information provided by the other party under this Agreement; (e) information and data intended for, and necessary to implement the, transmission to and from end-users; or (f) the information is licensed under an open source license (as defined by the Open Source Initiative (https://opensource.org))
Customer Content	means any information, data, materials or content provided by Customer for and used in association with the Products, including applications, software code, documentation, materials, information, text files, or images.
Customer Data	means information that identifies Customer, that is provided to Vespa.ai for purposes of account creation, billing, authentication, authorization or configuration, and may include Customer's name, contact and billing information, IP address, hostnames and other metadata required for Services configuration (e.g., delivery or ingest).
Data Processing Agreement	means the at all times latest version of the Vespa.ai Data Processing Agreement, to be updated from time to time, available at https://vespa.ai/data-processing-agreement/ or https://vespa.ai/product-terms/ , as referenced in Section 7 above and included herein by reference.
Effective Date	means the date of the last of the Parties' signatures below or on the applicable Order Form, whichever is first.
End User	means a person who uses, benefits from, or accesses the Services via Customer's services or online site.
End User Data	means information that identifies an End User and is necessary to implement and use the HTTP or HTTP/S protocol in connection with providing the Services, including IP address.
General Terms	means the terms contained in this document.
Intellectual Property Rights	means all patents, copyrights, trade secrets, trademarks and service marks, trade names, trade dress, goodwill and marketing rights related thereto, works of authorship, inventions, discoveries, improvements, enhancements, methods, processes, formulas, designs, techniques, derivative works, know how, all other intellectual property or proprietary rights (registered or not) and equivalents or similar forms of protection existing worldwide, and all applications for and registrations in such rights.
Non-Standard Version	means an older version of Vespa than the newest minor or major version change, as further defined in Section 2 below.
Online Services	means Vespa.ai branded cloud or hosted services offerings and support services, such as Vespa Cloud.
Order Form	means Vespa.ai's standard ordering document(s) or online purchasing form used to order Products, as accepted in writing by Vespa.ai.
Products	means Software, Services and other Vespa.ai branded offerings made available by Vespa.ai, excluding Vespa Open Source.

Product Appendices	means the Vespa.ai Product Appendices (a) set forth here https://vespa.ai/product-terms/ ; or (b) for Professional Services, that are also incorporated into an applicable statement of work or Order Form.
Professional Services	means consulting services provided by Vespa.ai, as further defined in the relevant Product Appendix and Order Form(s).
Services	means Vespa.ai branded services offered as subscriptions, Professional Services, Online Services, or other services offered by Vespa.ai, excluding provision Vespa Open Source.
Software	Means software products and services provided by Vespa.ai, excluding Vespa Open Source.
Subscription	means a time bound Vespa.ai offering.
Taxes	means any applicable local, foreign, sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like charges, and tax-related and other surcharges, including any related penalties and interests however designated.
Vespa Open Source	means open-source licensed Vespa software (https://github.com/vespa-engine/vespa/blob/master/LICENSE)
Your Products / Customer's Products	means the Vespa.ai Products that you have purchased, licensed, or otherwise acquired the right to access or use.