

Immuta Managed Cloud

License Terms & Conditions

AWS Marketplace

January 15, 2020

IMMUTA
AUTOMATE DATA GOVERNANCE.



1. DEFINITIONS AND CONSTRUCTION

1.1. Definitions. Capitalized terms used in this Agreement shall have the respective meanings set forth in Section 14.

2. LICENSE

2.1. License. Subject to the terms and conditions of this Agreement, Immuta grants to Subscriber a non-exclusive, non-sublicensable, non-transferable license, during the Subscription Term, to use the Services as described in the Documentation, this document and as described in any Acceptable Use Policy published at <https://www.immuta.com/legal/>.

2.2. Installation in Subscriber Cloud Infrastructure and on Client Devices.

(a) Service Components. The Service will provision some infrastructure resources within Subscriber's Cloud Provider account, configure such resources, and install components of the Service on those resources as described in this document, the Documentation, and the relevant Marketplace Product Listing. Subscriber actions required to facilitate this are described in Section 3.1, Subscriber Systems, and in the Documentation.

(b) Client Software. Subscriber may install the Client Software on each Client Device owned, operated or controlled by Subscriber which is used by Authorized Users.

(c) Hadoop Software. Software components integrating with Hadoop may be installed on as many Subscriber Systems as needed provided they are configured to interact with the Service or a separately licensed Immuta Instance.

(d) SparkSQL Software. Software components integrating with Spark/SparkSQL may be installed on as many Subscriber Systems as needed provided they are configured to interact with the Service or a separately licensed Immuta Instance.

(e) Immuta Databricks Software. Software components integrating Immuta with Databricks may be installed on as many Subscriber Systems as needed provided they are configured to interact with the Service or a separately licensed Immuta Instance.

(f) Immuta Snowflake Software. Software components integrating Immuta with Snowflake may be installed on as many Subscriber Systems as needed provided they are configured to interact with the Service or a separately licensed Immuta Instance.

2.3. Authorized Users. The Software may be accessed and used only by Authorized Users. Subscriber shall be responsible for all actions of Authorized Users and their failure to comply with this Agreement.

3. USE

3.1. Subscriber Systems.

(a) Requirements and Responsibilities. As the Service deploys some components of the Service into the Subscriber's Cloud Provider account, the Subscriber must provide Cloud Provider account credentials to the Service which have sufficient permission to manage resources as described in the Documentation. As described in Section 6.1.k, the Subscriber must not interfere with the operation of the Service.

(b) Responsibility. Subscriber shall allow the Service to provision and manage resources in the Subscriber's Cloud Provider account without interference. Subscriber shall use commercial third party ODBC drivers incorporated in the Service (e.g. the AWS Redshift ODBC driver) only in conjunction with databases properly licensed by that same third party.

(c) Security. Subscriber shall take all reasonable steps to ensure that no unauthorized persons have access to the Service and to ensure that no persons authorized to have such access take any action which would be in violation of this Agreement. Such steps shall include imposing password restrictions for the Service and not tampering with the infrastructure components managed by the Service within the Subscriber's Cloud Provider account.

3.2. Configuration. Subscriber shall be solely responsible for configuring the Service's policy engine to act on Subscriber Data in a manner that conforms with Subscriber's rules, applicable laws and regulations, and reasonable privacy and security standards. Subscriber shall be solely responsible for providing and installing within the Service's web interface ODBC drivers for any third party databases to which the Service will connect.

3.3. Maintenance Immuta will perform both proactive and reactive maintenance to the Service. Such maintenance is typically automated, but may be manual in certain situations. In the case of manual maintenance, it may be necessary for Immuta personnel to access Subscriber information, that relates to Subscriber's use of the Service, to resolve performance issues. Immuta personnel are trained to avoid accessing such information except as a last resort and to avoid copying Subscriber information off of systems deployed within the Subscriber's Cloud Provider account unless absolutely necessary for diagnostic and support purposes. Should it be necessary to copy any data out of the Service for diagnostic or support purposes, Immuta will ensure that only a minimal amount of data is copied, that minimal personnel have access to non-redacted and non-anonymized versions of the data, and that all non-redacted and non-anonymized versions of the data are destroyed after a reasonable time.

3.4. Maintenance Window On a weekly basis, Immuta may perform maintenance to the Service that results in downtime of up to 1 hour. Immuta may implement a Subscriber-selectable weekly 1 hour maintenance window in the Cloud Portal portion of the Service. Until such time that said feature is implemented, Immuta may perform maintenance resulting in up to 1 hour of down time on a weekly basis starting on Sunday at 2PM Eastern Time. Subscribers may file support tickets to request alternate timing which will be considered on a case by case basis.

3.5. Emergency Maintenance Immuta reserves the right to perform maintenance at any time that results in system down time should Immuta determine that the delay of such maintenance would create substantial security risk to Immuta, the Subscriber, or other subscribers, should Immuta determine that the delay of such maintenance pose a significant risk to the stable operation of the Service, or for other purposes for limited durations in the normal course of operating the service. Immuta will make commercially reasonable efforts to inform Subscriber of such maintenance in advance.

3.6. Usage and User Information

(a) Data Storage. The Service collects and stores usage and user information as described in this Section 3.6. Immuta implements industry best practices in the storage and use of that data.

(b) Usage Reports. The Service will generate reports containing anonymized details and statistics regarding Subscriber's use of the Service as well as information related to the performance of the Service. Such reports will be automatically generated and delivered to Immuta. Subscriber agrees not to block or interfere with report generation or delivery. Such reports may be used by Immuta for the limited purposes of (a) verifying license-related data and (b) analyzing aggregate and/or anonymized usage data to improve the Service.

(c) Subscriber User Information. In order to provide authenticated account management, support, improve user experience, and promote Immuta products and services, the Service requires end user contact information including full name, email address, company, and company organization. This information is not provided to third parties beyond those used to deliver the Service as described in Section 13.7.

(d) Service Logs & Metrics In addition to any specific information described in section 3.3, in order to provide Service maintenance, diagnostics, and improvements, certain general Service logs and metrics may be automatically transmitted to an Immuta managed log aggregation, management, and analytics system outside of the Subscriber's Cloud Infrastructure.

4. **FEES, EXPENSES AND OTHER PAYMENTS**

4.1. Fees. The cloud provider will bill or invoice the Subscriber for the Fees listed in the Marketplace Product Listing. The subscriber agrees to promptly pay any and all Fees listed on the bill or invoice received from the Cloud Provider according to the Cloud Provider's payment terms. In the event of any overdue payments, Immuta may suspend Subscriber's right to use the Service and/or block access to the Service and/or cease providing support until past-due payments, including collections costs inclusive of reasonable attorney's fees are made. If Subscriber's right to use the Service is terminated, Immuta may, at its sole discretion, deprovision Subscriber's accounts and service components including all metadata stored in the Service and all Subscriber backups.

4.2. Taxes. Fees are exclusive of, and Subscriber is responsible to pay, all federal, state, local and foreign taxes, levies and assessments in connection with this Agreement, excluding any tax based on Immuta's net income. Subscriber shall be responsible for

providing Immuta with a valid certificate of exemption from any tax imposed by a governmental authority hereunder. Fees shall be grossed-up for any non-refundable withholding tax imposed on such Fees by any governmental authority.

5. **SUPPORT**

5.1. General Support. Immuta will provide maintenance and support in accordance with the Immuta Support Policy & Service Level Agreement available at <https://www.immuta.com/legal/>. When available, chat-based support in the Service is provided as a courtesy on a good faith basis and is not subject to SLA targets. Subscribers with four or fewer Provisioned Users users receive a Service Level of Basic. Subscribers with five or more Provisioned Users receive a Service Level of Essential. All Subscribers receive Service Level Hours of 8x5 in the Eastern Timezone with a start of business hours of 8AM and following the US Federal Holiday schedule.

6. **RESTRICTIONS**

6.1. Limitations. Notwithstanding anything to the contrary in this Agreement, Subscriber shall not, alone, through an Authorized User, an Affiliate or a Third Party (or allow an Authorized User, an Affiliate or a Third Party to):

- (a) modify the Service or underlying components;
- (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of the Service or underlying components;
- (c) pledge, rent, lease, share, distribute, sell or create derivative works of the Service;
- (d) use the Service on a time sharing, service bureau, application service provider (ASP), rental or other similar basis, except (i) when acting under the terms of a separate contractual agreement with Immuta that allows for such usage, or except when either (ii) using the Service as a data brokerage or (iii) when allowing third parties to expose data to the Subscriber for the Subscriber's internal use;
- (e) make copies of the Service or underlying components;
- (f) remove, obscure, alter or deface any proprietary notice, label or mark in or on the Service;
- (g) distribute any copy of the Service or underlying components to any Third Party;
- (h) disclose any results of testing or benchmarking of the Service or underlying components to any Third Party;
- (i) deactivate, modify or impair the functioning of any disabling code in the Service or underlying components;
- (j) circumvent or disable Immuta's copyright protection mechanisms or license management mechanisms;
- (k) access, manage, modify, delete, login at the operating system, Kubernetes, or container level, destroy, or otherwise interfere or interact with components of the Service provisioned by the Service in the Subscriber's Cloud Provider account by any mechanism other than a user interface or API that is a documented part of the service;
- (l) use the Service in violation of any applicable Law or to support any illegal activity or activity that is threatening, damaging to Immuta's reputation, infringing, fraudulent, libelous, tortious or in violation of third-party rights;
- (m) to build or promote software, services, or other products that are competitive in nature to the Service or Immuta products or to use the Service when building, designing, or otherwise contemplating the creation of services, products, or software that would be competitive to the Service or an Immuta product;
- (n) or attempt any of the foregoing.

6.2. Export. Subscriber agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Subscriber represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been

designated by the U.S. government as a “terrorist supporting” country, (ii) Subscriber will not (and will not permit any third parties to) access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Subscriber will not submit to the Service any information that is controlled under the U.S. International Traffic in Arms Regulations

6.3. Trademark and Names. This Agreement does not grant either Party the right to use any trademark, trade name or logo of the other Party in any press release, advertising or promotional material, except that Immuta may use the name and logo of Subscriber in its customer lists and on its website or as otherwise agreed by the parties.

7. **OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS**

7.1. Ownership. Subscriber acknowledges and agrees that Immuta and its licensors are the owners of all right, title and interest in and to the Service and all Intellectual Property Rights therein, and that Subscriber shall not obtain or claim any ownership interest therein.

7.2. Non-Distribution of Software. Subscriber acknowledges that while portions of the Service are installed on compute and storage infrastructure purchased by the Subscriber from a Cloud Provider, Immuta provides access to the Service and is not distributing the software upon which the Service is based to the Subscriber.

7.3. Analytical Output. Immuta acknowledges and agrees that Subscriber and its licensors are the owners of all right, title and interest in and to any (a) analytical output generated by Subscriber using Subscriber Data; (b) any code created by Subscriber to generate such analytical output; and (c) all Intellectual Property rights in any of the foregoing, and that Immuta shall not obtain or claim any ownership interest therein.

7.4. Feedback License. Subscriber hereby grants to Immuta a non-exclusive, royalty-free, worldwide, irrevocable, perpetual, sublicensable, transferable license to copy, use, modify, prepare derivative works of, distribute, publicly perform, display and otherwise utilize any Feedback provided by Subscriber.

7.5. Reporting. Subscriber shall promptly report to Immuta any actual or suspected breach of this Section 7, and shall take such further steps as may reasonably be requested by Immuta to prevent or remedy any such breach.

7.6. Relief. In the event a Party breaches or threatens to breach any provision of Sections 2, 3, 4, 6, 7 or 8 of this Agreement, the other Party shall be entitled to seek injunctive or other equitable relief, in addition to other remedies afforded by Law, to prevent or restrain such breach or threatened breach.

8. **CONFIDENTIAL INFORMATION**

8.1. Neither Party shall (a) use Confidential Information of the other Party for any purpose other than to exercise its rights or perform its obligations under this Agreement or (b) disclose Confidential Information to any third party, except to its officers, directors, employees and consultants who reasonably need to know such information and are bound by obligations of confidentiality consistent with this Agreement. Each Party shall protect Confidential Information of the other Party at least to the extent such Party protects its own information of like nature, but using no less than reasonable care. In addition, a Party may disclose the existence and terms of this Agreement to its actual or potential investors or financiers that have been informed of the confidential nature of such information. In the event Licensee elects to utilize Immuta’s Sensitive Data Discovery feature, then Licensee acknowledges that certain Licensee Data will be communicated to Immuta’s third party cloud infrastructure providers for the purposes of (a) determining the categorical type of the data (e.g., person name, date, phone number) for the Licensee’s benefit and (b) generating aggregated, anonymized statistics (which do not include the actual Licensee Data) related to the determined categorical type to improve the feature. Each Party’s Confidential Information shall remain the property of such Party.

8.2. The obligations set forth in Section 8.1 shall not restrict any disclosure required by applicable Law or pursuant to the rules of a securities exchange, as long as the Party that will make such disclosure (a) notifies the other Party prior to making such disclosure, to the extent permitted by applicable Law; (b) cooperates with the other Party to context such disclosure, at the other Party’s expense; (c) seeks confidential treatment, a protective order or the like; and (d) only discloses the minimum amount of Confidential Information required to be disclosed.

8.3. Upon the expiration or termination of this Agreement, or the earlier request of the other Party, each Party shall return the other Party’s Confidential Information to the other Party, or destroy such Confidential Information. However, each Party may retain data

consistent with its backup and retention practices and one (1) additional copy of Confidential Information to confirm its compliance with this Agreement

9. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

9.1. THE SUBSCRIBER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT THE SUBSCRIBER'S SOLE RISK. IMMUTA, ITS AFFILIATES, AND THEIR SUPPLIERS DO NOT WARRANT THAT USE OF THE SERVICE WILL BE UNINTERRUPTED, VULNERABILITY FREE, OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, NOR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SERVICE.

9.2. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS.

9.3. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL IMMUTA, ITS AFFILIATES, AND THEIR SUPPLIERS, BE LIABLE TO THE SUBSCRIBER FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION OR FOR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF USE OF THE SERVICE OR ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE SERVICES, OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO OR ON THE SERVICE. THE SUBSCRIBER AGREES THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF IMMUTA, ITS AFFILIATES, AND THEIR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT WILL IMMUTA'S AGGREGATE MONETARY LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY SUBSCRIBER DURING THE 12 MONTHS PRECEDING THE CLAIM IN QUESTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SUBSCRIBER ALSO SPECIFICALLY ACKNOWLEDGE THAT IMMUTA, ITS AFFILIATES, AND THEIR SUPPLIERS ARE NOT LIABLE FOR ANY ACTUAL OR ALLEGED DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF THE SERVICES OR ANY OTHER THIRD PARTIES.

9.4. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO THE SUBSCRIBER, THE LIMITATIONS WILL APPLY TO THE SUBSCRIBER ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10. INDEMNIFICATION

10.1. Indemnification. Subscriber agrees to defend, indemnify and hold harmless Immuta, its Affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of the Services by Subscriber. Immuta reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section 10.1. In such event, Subscriber shall provide Immuta with such cooperation as is reasonably requested by Immuta..

11. TERM AND TERMINATION

11.1. Term. The term of this agreement shall commence on the date of Subscriber's subscription to the Service and continue until termination.

11.2. Termination. This Agreement may be terminated as follows:

- (a) by Immuta with ten (10) days notice, if the Subscriber has breached this Agreement or if
- (b) by Subscriber at the end of the contract duration specified in the Marketplace Product Listing within the Cloud Provider Marketplace if the Subscriber declines to renew the contract
- (c) by Immuta with ten (10) days notice if, at the sole discretion of Immuta, the Subscriber has, in Immuta's judgement, made excessive or abusive use of Immuta's support resources or made excessive or abusive use of shared tenancy portions of the Service including but not limited to accounts, documentation, support, learning management, subscription management, and infrastructure provisioning systems.

11.3. Effects of Termination.

- (a) Except as expressly provided herein, upon any expiration or termination of this Agreement, all rights, licenses and obligations of the Parties shall immediately cease and terminate.
- (b) Upon any expiration or termination of this Agreement, Subscriber shall immediately uninstall and delete all copies of the Cleint Software, Hadoop Software, Databricks Software, Snowflake Software, and SparkSQL Software that are in the possession of or contained in computer memory or data storage apparatus of Subscriber or under the control of Subscriber. Immuta will destroy all Service components deployed into Subscriber's Cloud Provider account and will deprovision Subscriber's access to other portions of the Service. Should the Subscriber interfere with Immuta management of Service components provisioned in the Subscriber's Cloud Provider account, Subscriber shall immediately destroy all infrastructure components provisioned by the Service and certify destruction to Immuta. In any case, Immuta is not responsible nor liable for any infrastructure not deprovisioned upon termination.
- (c) The provisions of Sections 4, 6, 7, 8, 9, 10, 11, 12 and 13, and any accrued obligations, shall survive the termination or expiration of this Agreement in accordance with their terms.
- (d) Termination shall be in addition to, and shall not prejudice, any remedy at law or in equity.

12. CHANGES TO TERMS

12.1. These Terms, or any part thereof, may be modified by Immuta, including the addition or removal of terms at any time subject to the terms of the Marketplace through which you subscribed to Immuta. Notice will be provided through any applicable Marketplace mechanism as well as an article published to the Announcements section of the Immuta support site. The effective date of changes shall be the later of the date on which the notice is published to the Immuta support site or after the expiration of any minimum notice period required by the applicable Marketplace.

13. MISCELLANEOUS

13.1. Entire Agreement. This Agreement (together with the subscription terms contained in the agreement between Subscriber and the Cloud Provider) constitutes the entire agreement between the Parties with respect to use and license of the Service and hereby supersedes and terminates any prior agreements or understandings relating to such subject matter. No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either Party unless in writing and signed by duly authorized officers of Immuta and Subscriber.

13.2. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any Law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable, unless such construction would materially alter the meaning of this Agreement.

13.3. Assignment. Neither this Agreement nor any rights, obligations or licenses granted hereunder may be assigned or delegated by a Party without the prior consent of the other Party, except in connection with a merger, acquisition or change of control of such Party or with subcontracting in the normal course of a Party's business. This Agreement shall inure to the benefit of the Parties and their permitted successors and assigns.

13.4. Notices. Any notice, consent or approval by a Party under this Agreement shall be through Cloud Provider electronic channels, to Subscriber via email, or to Immuta via Immuta's support portal. All notices shall be in English and shall be deemed effective on the date of notification when delivered.

13.5. Force Majeure. Except for payment obligations, neither Party shall have responsibility for any failure to perform or delay in performance that results from any action beyond its reasonable control, including acts of war, terrorism, fire, labor actions or actions of the other Party. The affected Party shall notify the other Party promptly after such action.

13.6. Commercial Software. The software comprising the Service has been developed exclusively at private expense and qualifies as a "commercial item" consisting of "commercial computer software" or "computer software documentation" as such terms are defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of any of the foregoing by the U.S. Government are subject to restrictions set forth in this Agreement, in accordance with FAR 12.212 or DFARS 227.7202-4, as applicable.

13.7. Third Party Services. Immuta provides the Service using Third Party services and systems (including but not limited to log storage, aggregation, analysis, infrastructure as a service, behavior analytics, and software as a service based support). Such services and systems may store information derived from Subscriber usage and may store a limited amount of information regarding users of the Service, such as name and email address, in order to provide the Service.

13.8. Governing Law and Jurisdiction. The validity, construction and interpretation of this Agreement, and the rights and duties of the Parties, shall be governed by and construed in accordance with the Laws of the State of Delaware, excluding its choice of Law rules, the Uniform Computer Information Transactions Act, and any application of the United Nations Convention on Contracts for the International Sale of Goods. The Parties consent to the exclusive jurisdiction of state or federal courts located in Kent County, Delaware in connection with any controversy arising out of the operation of this Agreement.

13.9. No Waiver. The waiver by either Party of a breach of a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has, or may have thereunder, operate as a waiver of any right, power or privilege by such Party.

13.10. Independent Contractors; Non-exclusivity. The Parties are independent contractors with respect to each other. The relationship of the Parties is non-exclusive. Immuta may provide the Service to any Third Party, and Subscriber may license software that is similar to the Service from any Third Party.

13.11. No Third Party Beneficiaries. This Agreement shall not benefit, or create a cause of action in or on behalf of, any person other than the Parties.

13.12. Future Commitments. Subscriber acknowledges that Immuta has made no commitments or promises orally or in writing with respect to delivery of any future software features or functions except as explicitly stated herein. In relation to any future software features or functions, all presentations, RFP responses and/or product roadmap documents, information or discussions, either prior to or following the date herein, are for informational purposes only, and Immuta has no obligation to provide any future releases or upgrades or any features, enhancements or functions, unless specifically agreed to in writing by both parties. Subscriber acknowledges that no purchasing decisions are based upon any future software features or functions.

14. **DEFINITIONS**

14.1. "Affiliate" means, as to a Party, such Party's parent corporation, an entity under control of such Party's parent corporation at any tier, or an entity controlled by such Party at any tier, where "control" means the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of fifty percent (50%) or more of the outstanding voting securities or otherwise.

14.2. "Aggregated/Anonymized Data" means Subscriber Data that has been aggregated and/or anonymized such that individual record data is reasonably obscured.

14.3. "Authorized Users" means employees of Subscriber and its Third Party consultants acting on Subscriber's behalf who have a need to use the Service to accomplish Subscriber's internal business purposes and who are bound in writing (a) to protect the Service and the Confidential Information of Immuta and (b) to comply with all restrictions of this Agreement.

- 14.4. “Client Device” means hand-held computers or other personal information management devices, or any other computer, terminal, or device on which the Client Software is installed and which is used to access via that client data brokered by an instance of Immuta.
- 14.5. “Client Software” means those components of the Service designated in the Documentation to operate on Client Devices.
- 14.6. “Confidential Information” of a Party means all information or documentation of such Party, whether disclosed to or accessed by such Party in connection with this Agreement, that is identified in writing as confidential, restricted or in a similar manner, or any other information or documentation that is treated as confidential by the disclosing Party, including (a) with respect to Subscriber, any Subscriber Data and (b) with respect to each Party, the terms of this Agreement and any business information, plans, policies or processes; and (c) with respect to Immuta, the Service; provided that, except to the extent otherwise provided by Law, the term “Confidential Information” excludes information that (i) is independently developed by the recipient, as demonstrated by the recipient’s written records, without violating the disclosing Party’s proprietary rights, (ii) is or becomes generally known to the public, other than through unauthorized disclosure, (iii) is already known by the recipient at the time of disclosure, as demonstrated by the recipient’s written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreement between the Parties entered into prior to the Effective Date, or (iv) Aggregated/Anonymized Data.
- 14.7. “Subscriber” means the legal entity purchasing the Service from the Cloud Provider.
- 14.8. “Documentation” means the content at <https://documentation.immuta.com/>, any manuals, handbooks, slides, training documents, in-application guidance, and other written or electronic material accompanying the Service.
- 14.9. “Feedback” means any suggestion, enhancement request, idea, Usage Report, system metric, recommendation or other feedback provided by Subscriber or any Authorized User regarding the Service.
- 14.10. “Fees” means the fees as described in the relevant Marketplace Product Listing.
- 14.11. “Service” The delivery of Immuta’s software, which , in conjunction with account management,
- 14.12. “Client Software” means the Immuta Software components described in Section 2.2..
- 14.13. “Instance” or “Installation” means the installation of the set of Immuta software components needed to make a functional Immuta system.
- 14.14. “Intellectual Property Rights” means patents, copyrights, trademarks, trade secrets or other intellectual and intangible property rights, including all registrations and applications therefor, and all continuations, continuations in part, divisional applications, and renewals of any of the foregoing.
- 14.15. “Law” means any law, declaration, decree, directive, legislative enhancement, order, ordinance, regulation, rule, guidance or other binding restriction or requirement of a governmental authority, as may be amended, changed or updated from time to time.
- 14.16. “Subscriber Data” means any data or other content provided or used by Subscriber for use in connection with the Service.
- 14.17. “Subscriber Systems” means (a) any software owned or licensed by Subscriber, other than pursuant to this Agreement; and (b) any hardware, equipment or other assets used by Subscriber, including any hosted hardware.
- 14.18. “Party” means Immuta or Subscriber, and “Parties” means both Immuta and Subscriber.
- 14.19. “Third Party” means a person or entity that is not a Party or an Affiliate of a Party.
- 14.20. “Third Party Products” means Third Party databases, operating systems, network applications, drivers, and other software and hardware which may be required for Subscriber’s intended use case for, or is otherwise used by Subscriber with, the Service.
- 14.21. “Subscription Term” means the time between the commencement of the Term as described in Section 11.1 and the termination of the Term as described in Section 11.2.

14.22. “Usage Report” has the meaning set forth in Section 3.6.

14.23. Cloud Infrastructure means the hardware, virtualized hardware, software, APIs, and related systems purchased by the Subscriber, or on the Subscriber’s behalf by the Service within the Subscriber’s Cloud Provider account, from a Cloud Provider.

14.24. Cloud Provider means the Infrastructure as a Service provider, such as Amazon Web Services, Microsoft Azure, Google Cloud Platform, etc., with which the customer has an account.

14.25. Provisioned User any user account that has logged into your Immuta Instance and has not been disabled by a User Administrator.

14.26. “Cloud Provider Marketplace” or Marketplace is the online store run by a Cloud Provider through which you can purchase a subscription to the Service entering into this legal agreement.

14.27. Marketplace Product Listing, Marketplace Listing, or Listing, the web page in the Cloud Provider Marketplace describing this service and providing the form to submit to subscribe to this Service and enter into this legal agreement.