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Online Services Agreement

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TermScout Certified Contract



Online Services Agreement

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This Online Services Agreement (“**Agreement**”) is entered into by and between Transcend Inc., a Delaware corporation (“**Transcend**”) and the entity or person placing an order via an Order Form or accessing the Services (“**Customer**” or “**you**”). This Agreement consists of the terms and conditions set forth below and any Order Forms. Certain capitalized terms are defined in Section 11 (Definitions) and others are defined contextually in this Agreement.

If you are accessing or using the Services on behalf of an entity or organization: (a) all references to “Customer” or “you” are to that entity or organization and (b) you represent and warrant that you are at least eighteen (18) years of age (or have otherwise reached the age of majority where you reside), and that you have all right, power and authority to enter into this Agreement on behalf of Customer.

This Agreement becomes binding and effective on the earlier of (a) Customer’s initial access to the Services through any online provisions, registration or order process, (b) when you click a “Create Account,” “Sign Up,” or similar button or checkbox referencing this Agreement, or (c) the effective date of the first Order Form (such earliest date, the “**Effective Date**”). Transcend may modify this Agreement from time to time as permitted in Section 10.14 (Modifications to Agreement).

By indicating your acceptance of this Agreement or accessing or using the Services, you are agreeing to be bound by the terms and conditions of this Agreement. Each party expressly agrees that this Agreement is legally binding upon it. If you do not agree to the terms of this Agreement, do not access or use the Services.

If you and Transcend have entered into a signed agreement governing your access and use of the Services which remains active, such signed agreement supersedes this Online Services Agreement.

The parties agree as follows:

1. Transcend Services

1.1 Provision of Services. Customer and its Authorized Users and End Users may access and use the Services in accordance with this Agreement and the Documentation.

1.2 Security. Transcend will implement and maintain commercially reasonable technical and organizational security measures designed to prevent Security Incidents.

1.3 Privacy and Data Processing. The Data Processing Agreement set forth at <https://transcend.io/legal/data-processing-addendum/> ("DPA") is hereby agreed to by the parties and is incorporated into this Agreement by reference.

1.4 Customer Support. Transcend will provide any customer support included with your purchase in accordance with the terms of the applicable Customer Support Tier, as described at: <https://transcend.io/legal/customer-support>. Customer will automatically be enrolled in the Standard Support Tier at no additional charge.

1.5 Service Level Agreement. During the Subscription Term, the Services will be subject to the Service Level Agreement set forth at: <https://transcend.io/legal/service-level-agreement>.

1.6 Trial and Beta Services. Customer may receive access to the Services (or Service features) on a "trial," "evaluation," or "proof of concept" basis, or on an "early access," "alpha," "private Beta," "public Beta," "pre-release," "beta" or similar basis ("Trials and Betas"). Transcend will identify all Trials and Betas as such and any usage by Customer is optional. Use of Trials and Betas are only permitted for Customer's internal evaluation during the period designated by Transcend (or if not

designated, thirty (30) days), and may be subject to additional terms provided by Transcend and agreed by Customer. Trials and Betas, including their features and functionality: (a) may not be an official product and may not have been commercially released; (b) may not be in final form or be fully functional; (c) may contain errors, design flaws or other problems; (d) may generate or produce inaccurate information or unexpected or incorrect results; (e) may cause loss of data or communications, project delays or other unpredictable damage or loss; (f) may never be released as a commercial version; and (g) may be discontinued by Transcend in whole or in part, at any time and without any obligation or liability to Customer. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TRANSCEND PROVIDES NO WARRANTY, SLA, OR SUPPORT FOR TRIALS AND BETAS AND ITS LIABILITY FOR TRIALS AND BETAS WILL NOT EXCEED ONE THOUSAND U.S. DOLLARS (\$1,000).**

1.7 Purchase Through Channel Partner. If Customer purchases the Services through an authorized reseller, managed service provider, marketplace, or payment intermediary (a "**Channel Partner**"), then, notwithstanding anything to the contrary in this Agreement: (a) Customer's access to and use of the Services is also subject to Customer's written agreement with the Channel Partner (the "**Channel Partner Agreement**"), and the ordering, pricing, invoicing, payment, and purchasing terms of the Channel Partner Agreement govern to the extent they conflict with this Agreement; and (b) the Term begins on the effective date of Customer's initial order through the Channel Partner and continues for so long as Customer remains authorized to access the Services through that Channel Partner. Customer's continued access to the Services is conditioned on payment of the applicable fees, whether paid by Customer or through the Channel Partner. If such fees are not paid when due and remain unpaid thirty (30) days after Transcend's written notice to Customer, Transcend may suspend or terminate Customer's access. Where the non-payment is not attributable to Customer, Transcend will cooperate in good faith to transition Customer to a replacement Channel Partner or a direct subscription, using commercially reasonable efforts to avoid interruption of the Services.

2. Customer Use of Services

2.1 Customer Administration. Customer is responsible for designating Authorized Users for its Services account, maintaining updated Authorized User contact information, and managing access to Authorized User accounts.

2.2 Customer Responsibilities. Customer is responsible for any use of the Services through its account. Customer will maintain the confidentiality of account credentials used by Authorized Users to access the Services. Customer will prevent unauthorized use of the Services and

promptly notify Transcend of any unauthorized use. Customer may not permit sharing of accounts and passwords.

2.3 Compliance. Customer may only use the Services in accordance with this Agreement, the Documentation, and the Acceptable Use Policy. Customer will obtain any permissions or consents from End Users and Authorized Users and comply with any privacy and data protection laws necessary to allow the operation of the Services.

2.4 Usage Limits. Use of the Services may be subject to usage limits set forth in Customer's Order Form or the Documentation.

2.5 Restrictions. Customer will not (and will not allow any Authorized User or third-party to): (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services, (b) modify or create derivative works based on the Services, (c) sell, resell, license, copy, rent, lease, distribute, time-share the Services or otherwise use the Services for the benefit of a third-party, (d) remove or alter proprietary notices from the Services, or (e) use the Services to create any other product.

2.6 Customer Third-Party Services. If Customer uses any Customer Third-Party Services with the Services: (a) Transcend will not be responsible for any act or omission of the third-party, including the third-party's access to or use of Customer Data; and (b) Transcend does not warrant or support any Customer Third-Party Service. Customer is responsible for complying with licenses and paying fees for Customer Third-Party Services.

2.7 Suspension. Any use of the Services by Customer or an Authorized User in breach of this Agreement, including the Acceptable Use Policy, or which may threaten the security, integrity or availability of Transcend's Services, may result in Transcend's immediate suspension of the Services, however, Transcend will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3. Ownership

3.1 Transcend Ownership. Except for the rights granted in Section 1 (Transcend Services), Transcend and its licensors own and reserve all right, title, and interest in and to the Services and the Transcend Technology.

3.2 Customer License. Except for the rights granted in this Section, as between the parties, Customer owns and reserves all right, title, and interest in and to the Customer Data. Customer

grants Transcend and its contractors a limited, worldwide, non-exclusive right to use the Customer Data solely to provide the Services. Transcend may use Usage Data: (i) for its internal business purposes, including to provide, maintain, secure, and improve the Services and develop new features and services, and (ii) to create and distribute reports and materials about the Services, provided that such data is aggregated and anonymized and cannot reasonably be used to identify Customer. Transcend may use Customer Account Data to provide the Services to Customer, including administering Customer and Authorized User accounts, and for other lawful business purposes in accordance with the Transcend Privacy Notice.

3.3 AI Features. Customer may submit Customer Data (including in the form of prompts or queries) to the AI Features ("Inputs") and receive outputs from the AI Features ("Outputs"). "AI Features" means large language models (LLMs) or other machine learning or artificial intelligence features of the Services. Transcend may not use Inputs or Outputs to train or otherwise improve AI Features, except solely for the benefit of Customer. Except for Transcend's express rights in the Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer's Inputs. Subject to this Agreement, including the Acceptable Use Policy, Transcend hereby grants to Customer a non-exclusive, worldwide, perpetual right and license to reproduce, distribute, publicly display, publicly perform and prepare derivative works of Outputs. Customer acknowledges that Outputs provided to Customer may be similar or identical to Outputs independently provided by Transcend to others.

3.4 Suggestions. Customer hereby grants to Transcend a worldwide, non-exclusive, transferable, sublicensable, perpetual, irrevocable license to use and create derivative works from any Suggestions provided to Transcend in connection with the Services. Transcend acknowledges and agrees that Suggestions are provided by Customer "as is" without warranty of any kind.

4. Fees and Payment

4.1 Fees. Customer will pay Transcend the fees for the Services set forth in the Order Form, invoice, or Transcend billing webpage within Customer's account, as applicable. All payments are due in U.S. dollars unless otherwise indicated by Transcend. Customer is responsible for providing complete and accurate billing and contact information to Transcend and updating Transcend of any changes. All fees paid are non-refundable and not subject to set-off.

4.2 Invoicing and Payment. Unless otherwise set forth in the Order Form or invoice, all fees will be invoiced in advance. If specified in the Order Form or invoice, usage-based fees may be invoiced monthly, in arrears. All invoices issued under this Agreement are due and payable according to the payment agreement in the Order Form, if applicable, or within thirty (30) days from the invoice

date. If the Customer requires the use of a purchase order or purchase order number, the Customer (a) must provide the purchase order number at the time of purchase and (b) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement and are void.

4.3 Payment Disputes. Customer must notify Transcend in writing of any good-faith invoice dispute within thirty (30) days of the applicable invoice date and reasonably cooperate with Transcend in resolving any dispute. If the parties are unable to resolve a dispute within ten (10) days of Customer's notice, each party shall have the right to seek any remedies it may have under this Agreement, at law or in equity. Undisputed amounts must be paid in full in accordance with this Section 4.

4.4 Late Payments. If any undisputed fees are thirty (30) or more days overdue, Transcend may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full, provided that Transcend will give Customer at least fifteen (15) days' prior written notice of the suspension. Past due amounts are subject to a finance charge of 1.5% per month (or the highest rate permitted by law) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Transcend in collecting past due amounts.

4.5 Taxes. Customer is responsible for all taxes, except those directly relating to Transcend's net income, gross receipts, or capital stock. Transcend will invoice Customer for sales tax when required to do so and Customer will pay the tax unless Customer provides Transcend with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Term and Termination

5.1 Term. The Agreement will remain in effect for the Term.

5.2 Subscription Terms. Unless otherwise set forth in an Order Form or other order confirmation, subscriptions will automatically renew for subscriptions of the same length as the Initial Subscription Term, unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the Subscription Term. Transcend may revise the rates for the Services by providing Customer with at least forty-five (45) days' notice prior to the renewal.

5.3 Termination. Either party may terminate this Agreement if (a) the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of

written notice, or (b) the other party ceases its business operations or becomes subject to insolvency proceedings.

5.4 Effect of Termination. If this Agreement is terminated by Customer in accordance with the "Termination" Section above, Transcend will refund Customer any prepaid fees covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. If this Agreement is terminated by Transcend in accordance with the "Termination" Section above, Customer will immediately pay any unpaid fees, including those covering the remainder of the Subscription Term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Transcend for the period prior to the effective date of termination. If this Agreement expires or is terminated, then (a) the rights granted by one party to the other will cease immediately except as otherwise set forth in this Section, and (b) the following Sections will survive: 3 (Ownership), 4 (Fees and Payment), 5.4 (Effect of Termination), 6 (Confidentiality), 7 (Limited Warranty), 8 (Indemnification), 9 (Limitation of Liability), 10 (General Provisions), 11 (Definitions).

6. Confidentiality

6.1 Definition of Confidential Information. "Confidential Information" means any non-public business or technical information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") under this Agreement that is marked as confidential or would normally be considered confidential to a reasonable person under the circumstances. This Agreement, Order Forms, and the Transcend Technology will be Confidential Information of Transcend. Customer Data will be Confidential Information of Customer. Confidential Information will not include any information that (a) is or becomes public through no fault of the Receiving Party, (b) was known to the Receiving Party prior to receipt, (c) is obtained by the Receiving Party from a third-party not under an obligation of confidentiality, and (d) is independently developed by Receiving Party without use of the Disclosing Party's Confidential Information.

6.2 Obligations. The Receiving Party will (a) not use the Disclosing Party's Confidential Information for any purpose outside of the scope of this Agreement and (b) except as authorized or directed by the Customer to provide Confidential Information to a Customer Third-Party Service, limit access to the Disclosing Party's Confidential Information to its and its Affiliate's employees, contractors, and advisors who need access to the Confidential Information for any purpose not outside of the scope of this Agreement and who have agreed to confidentiality provisions with the Receiving Party containing similar protections to the protections for Confidential Information in this Agreement.

6.3 Compelled Disclosure. Each party may disclose the other party's Confidential Information when required by law or regulation so long as the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure, to the extent permitted, and reasonable assistance at the Disclosing Party's cost to contest or limit the disclosure. If the Receiving Party is compelled to disclose the Confidential Information, the Receiving Party will disclose the minimum extent of Confidential Information necessary.

6.4 Ownership; Return of Confidential Information. Except as otherwise set forth in this Agreement, all Confidential Information remains the property of Disclosing Party and no license or other rights to Confidential Information are granted to the Receiving Party hereunder. The Receiving Party will promptly destroy or return all Confidential Information, including documents containing Confidential Information, upon the Disclosing Party's written request.

6.5 Duration of Obligations. All rights and obligations regarding Confidential Information will survive for a period of three (3) years following expiration or termination of this Agreement (except that the rights and obligations regarding Confidential Information that constitutes a trade secret of Disclosing Party will continue for so long as such Confidential Information retains its trade secret status under applicable law).

6.6 Injunctive Relief. The parties agree that a breach of this Section 6 may cause substantial and irreparable harm to the Disclosing Party and in the face of such a breach, the Disclosing Party has the right to seek applicable equitable relief.

7. Limited Warranty

7.1 Conformance Warranty. Transcend warrants, for Customer's benefit only, that: (i) the Services will operate in substantial conformity with the applicable Documentation, (ii) the functionality of the Services will not be materially reduced during Customer's applicable Subscription Term, compared to that at the start of such Subscription Term, and (iii) any Technical Services will be provided to Customer in a professional and workmanlike manner. Transcend's sole liability (and Customer's sole and exclusive remedy) for any breach of the foregoing warranties shall be, at no charge to Customer, for Transcend to use commercially reasonable efforts to (a) correct the reported non-conformity of the Services or (b) reperform the affected Technical Services, as applicable. If Transcend determines such remedy to be impracticable, either party may terminate the affected Subscription Term or applicable Technical Services, as applicable, and Customer will receive as its sole remedy a refund of any fees Customer has pre-paid for the terminated portion of the applicable Services or Technical Services. The limited warranties set forth in this Section 7.1 shall not apply: (i) if Customer fails to notify Transcend within thirty (30) days of the date on

which Customer first identified the non-conformity or deficiency, (ii) if the non-conformity or deficiency was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) to Trials and Betas or any use of the Services provided on a no-charge or evaluation basis.

7.2 Legal Compliance Warranty. Transcend warrants that it shall comply with all applicable laws in its provision of the Services.

7.3 Corporate Power and Authority Warranty. Each party warrants that it has the full corporate right, power and authority to enter into this Agreement and perform its obligations hereunder.

7.4 Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES SET OUT IN THIS SECTION, TO THE FULLEST EXTENT PERMITTED BY LAW, TRANSCEND AND ITS AFFILIATES (A) MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR (II) THAT THE SERVICES, INCLUDING ANY OUTPUTS FROM THE AI FEATURES ARE ACCURATE, COMPLETE, OR RELIABLE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TRANSCEND WILL NOT BE LIABLE FOR THE ACTS AND OMISSIONS OF ANY CUSTOMER THIRD-PARTY SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS COMPLIANCE WITH ANY LAWS, AND TRANSCEND DISCLAIMS ALL LIABILITY RELATED TO CUSTOMER'S COMPLIANCE WITH LAWS.

8. Indemnification

8.1 Indemnification by Customer. Customer will indemnify, defend, and hold harmless Transcend from and against all damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from a third-party claim regarding Customer Data obtained or processed by Customer in violation of the law or a third-party's rights.

8.2 Indemnification by Transcend. Transcend will indemnify, defend, and hold harmless Customer from and against all damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from a third-party claim regarding an allegation that the Services, when used as authorized under this Agreement, infringe or misappropriate any intellectual property right of such third-party. In no event will Transcend have obligations or liability under this Section arising from: (a) Customer's use of the Services in a modified form or in combination with materials not furnished by Transcend, (b) Services performed according to Customer specifications, or (c) any content, information, or data provided by Customer. For any claim covered by this Section,

Transcend may, at its election (i) procure the rights to use the portion of the Services alleged to be infringing, (ii) replace the alleged infringing portion of the Services with a non-infringing alternative, or (iii) terminate the allegedly infringing portion of the Services, or this Agreement, and provide Customer with a pro rata refund of prepaid fees for the affected Services.

8.3 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed, and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD-PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. Limitation of Liability

9.1 Limitation on Indirect Liability. EXCEPT FOR EXCLUDED CLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR (B) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, OR SERVICE INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES (IN EACH CASE WHETHER DIRECT OR INDIRECT), REGARDLESS OF THE LEGAL THEORY, REGARDLESS OF WHETHER A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A LIMITED REMEDY SET FORTH IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9.2 Liability Cap. EXCEPT FOR EXCLUDED CLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT CUSTOMER HAS PAID OR IS PAYABLE FOR CUSTOMER'S USE OF THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

9.3 Excluded Claims. "Excluded Claims" means (a) any claim arising from Customer's breach of Sections 2.2 (Customer Responsibilities), 2.3 (Compliance), or 2.5 (Restrictions); (b) any amounts payable to third parties pursuant to Customer's indemnification obligations under Section 8.1 (Indemnification by Customer) or Transcend's indemnification obligations under Section 8.2 (Indemnification by Transcend); or (c) either party's breach of Section 6 (Confidentiality) (excluding any claims related to Customer Data).

10. General Provisions

10.1 Entire Agreement. All attachments to the Agreement and Order Forms executed by the parties are hereby incorporated into the Agreement by reference. This Agreement constitutes the entire agreement between Customer and Transcend with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous agreements whether written or oral, including any non-disclosure agreements. Except as otherwise set forth in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless set forth in writing and signed by the parties. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: Order Form, the DPA, the Agreement, and the Documentation.

10.2 Governing Law, Jurisdiction and Dispute Resolution. This Agreement will be governed by California law except for its conflicts of laws principles. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in San Francisco, California and both parties hereby submit to the personal jurisdiction of such courts. Excluding actions seeking injunctive relief or payment disputes under Section 4.3, in the event of any disputes arising with respect to this Agreement or an Order Form, before taking formal action, the parties will make reasonable attempts to resolve the dispute amicably between them within thirty (30) days from the date that one party notifies the other of such dispute in reasonable detail.

10.3 Notices. Notices must be sent by first class mail or overnight courier and are deemed given when received. Notices to Customer may also be sent to the applicable Authorized User account email address and are deemed given when sent. Notices to Transcend must be sent to Transcend Inc., Attn: Legal Department, 440 N Barranca Ave #1897, Covina CA, 91723, with a copy to legal@transcend.io.

10.4 Publicity. Neither party will make any news or press release regarding this Agreement without the other party's prior written consent. Transcend may use Customer's name, logo, and marks to identify Customer as a Transcend customer on Transcend's website and in other marketing materials, and may verbally reference Customer as a user of the Services; provided, however, that Customer may opt out of such use, except where otherwise agreed in writing on a case-by-case basis, by sending an email to optout@transcend.io with the subject line: "Opt Out of Marketing Usage Rights."

10.5 Assignment. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other party's prior written consent, not to be unreasonably withheld; except, however, either party may assign this Agreement in its entirety,

without the other party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the restrictions in this Section, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Any other attempt to transfer or assign is void. If a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of a direct competitor of the other party, then the other party may terminate this Agreement upon written notice.

10.6 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, joint venture, or agency relationship between the parties.

10.7 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

10.8 Construction. Any ambiguity in the Agreement will be interpreted equitably without regard to which party drafted the Agreement. "Including" and "include" will be construed to mean "including without limitation."

10.9 Force Majeure. Except with regard to any payment obligations set forth herein, neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, epidemic, act of war or terrorism, labor disputes, governmental action, utilities failures, and Internet disturbance) that was beyond its reasonable control (each, a "Force Majeure Event").

10.10 Waiver. No failure or delay by either party in exercising a right under this Agreement will constitute a waiver of that right. A waiver of a default is not a waiver of any subsequent default.

10.11 Severability. If a court of competent jurisdiction finds any term of this Agreement to be unenforceable, the unenforceable term will be modified to reflect the parties' intention and only to the extent necessary to make the term enforceable. The remaining provisions of the Agreement will remain in effect.

10.12 Counterparts. This Agreement and any Order Form may be executed in counterparts, which taken together will constitute one instrument, and may be executed and delivered electronically.

10.13 Export Compliance. The Services may be subject to export restriction laws and regulations in the U.S. and any other applicable jurisdiction and Customer is responsible for compliance regarding Customer's use of the Services. Customer will not permit Authorized Users or End Users to access the Services from a U.S. embargoed country.

10.14. Modifications to Agreement. Transcend may modify this Agreement from time to time by posting a revised version here: <https://transcend.io/legal/online-services-agreement>; provided that, any such updated version of this Agreement shall become effective for a given Customer only at the start of the subsequent Subscription Term (as hereafter defined). Any such updated version will be made available prior to renewal for Customer's review, and such availability constitutes notice of the updated Agreement. If Customer objects to the updated Agreement, Customer may elect not to renew (including canceling any terms set to auto-renew) as its sole and exclusive remedy. For the avoidance of doubt, any Order Form is subject to the version of the Agreement in effect as of the date of such Order Form.

11. Definitions

11.1 "Acceptable Use Policy" means the acceptable use policy for the Services provided by Transcend at <https://transcend.io/legal/acceptable-use/>.

11.2 "Affiliate" means any entity that controls, is controlled by, or is under common control with a party, where "control" means the ability to direct the management and policies of an entity.

11.3 "Authorized User" means a Customer-designated user who administers the Services account and has access to permissions and other sensitive settings.

11.4 "Customer Account Data" means any Personal Data that relates to Customer's relationship with Transcend, including the names or contact information of Authorized Users, and billing information of individuals that Customer has associated with its account.

11.5 "Customer Data" means data and information submitted to the Services by Customer, Authorized Users, or End Users, including data and information submitted to the Services from Customer Third-Party Services authorized by Customer.

11.6 "Customer Third-Party Services" means products, services, or applications made available to Customer by third parties that interoperate through an API with the Services (e.g., Segment).

11.7 "Documentation" means the documentation available at <https://docs.transcend.io>.

11.8 "End User" means a user or customer of Customer that interacts with one or more interfaces of the Services.

11.9 "Initial Subscription Term" means the term for the applicable Services either (a) starting on the Effective Date and continuing for one (1) year or (b) starting on the Billing Start Date set

forth on Customer's first Order Form and continuing for the period set forth in the Order Form.

11.10 "Order Form" means the ordering document or page for the Services referencing this Agreement.

11.11 "Personal Data" means any information included in the Customer Data relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.

11.12 "Security Incident" means any unauthorized or unlawful breach of security by Transcend that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data under Transcend's control.

11.13 "Services" means the products and services ordered by Customer under an Order Form or otherwise provided by Transcend and used by Customer under this Agreement.

11.14 "Subscription Term" means the Initial Subscription Term or any then-current renewal term for the Services.

11.15 "Suggestions" means feedback, comments, ideas, reviews, information, suggestions, or other materials that Customer or Authorized Users provide to Transcend or its contractors.

11.16 "Technical Services" means configuration, implementation, training, or other technical services to be provided by Transcend or its contractors to Customer.

11.17 "Term" means the term for this Agreement, which will begin on the Effective Date and continue until the earlier of: (a) the last Subscription Term has expired, or (b) the termination of this Agreement.

11.18 "Transcend Privacy Notice" means Transcend's privacy notice available at <https://privacy.transcend.io>

11.19 "Transcend Technology" means the Services, Documentation, Usage Data, and Transcend's trademarks, logos, and other brand features.

11.20 "Usage Data" means data and information generated from Customer's use of the Services, including technical logs, metadata, and operational metrics, that do not include Customer Data.

Stay up to date on data decisioning best practices

Sign up below for periodic updates on our latest content and product releases.

Email address



By clicking the arrow above, you agree to the processing of your personal data by Transcend as described in our [Data Practices and Privacy Policy](#). You can unsubscribe at any time.

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Products

Data Inventory

Silo Discovery

Structured Discovery

Unstructured Discovery

DSR Automation

Consent Management

Preference Management

Privacy Center

Assessments

Solutions

AI

Consumer

Healthcare

Fintech

Media

B2B

Resources

Blog

Resource Library

Customers

Partners

Data Governance Glossary

Privacy Newsletter

Community

Cost Calculator

Company

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