

# SLOPE SOFTWARE EVALUATION TERMS OF SERVICE

VERSION DATE: February 1, 2024

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICE. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

IF YOU ARE USING THE SERVICE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR OTHER ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH PERSONNEL.

#### **AGREEMENT**

This Slope Software Evaluation Terms of Service (this "**Agreement**") is entered into by and between Slope (as defined below) and the entity or person placing an order for or accessing the Service ("**Customer**" or "**you**"). This Agreement consists of the terms and conditions set forth below and any attachments, addenda or exhibits referenced in this Agreement, and any Order Forms and SOWs (as defined below) that reference this Agreement.

The "Effective Date" of this Agreement is the date which is the earlier of (a) Customer's initial access to the Service (as defined below) through any online provisioning, registration or order process or (b) the effective date of the first Order Form, as applicable, referencing this Agreement. This Agreement will govern Customer's evaluation of any Slope Services commencing on the Effective Date as well as any future evaluations of any Slope Services by Customer that reference this Agreement.

**Modifications to this Agreement**: From time to time, Slope may modify this Agreement. Unless otherwise specified by Slope in writing, changes become effective for Customer upon renewal of the then-current Evaluation Period (as defined below), entry into any definitive agreement with Slope or entry into a new Order Form after the updated version of this Agreement goes into effect. Slope will use reasonable efforts to notify Customer of the changes through communications via Customer's Account (as defined below), email or other reasonable means. Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing an Evaluation Period, entering into a definitive agreement with Slope or entering into a new Order Form, and in any event continued use of the Service after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

## 1. USE OF SERVICE

- 1.1. Service Provision and Access. Slope will make the Service available to Customer for the Evaluation Period solely for use by Customer and its Users in accordance with the terms and conditions of this Agreement, the Documentation, and each Order Form which may be in effect from time to time. Customer may permit its Contractors and Affiliates to serve as Users provided that any use of the Service by each such Contractor or Affiliate is solely for the benefit of Customer or such Affiliate. Customer shall be responsible for each User's compliance with this Agreement.
- 1.2. Affiliates. Customer Affiliates may purchase services from Slope by executing an Order Form or SOW which is governed by the terms of this Agreement. This will establish a separate agreement between the Customer Affiliate and Slope that is binding on Slope and such Affiliate in accordance with such Order Form and SOW and the terms of this Agreement. If the Customer Affiliate resides in a different country than Customer, then the Order Form may include modifications to the terms applicable to the transaction(s) (including but not limited to tax terms and governing law).
- 1.3. General Restrictions. The Customer shall not copy or use the Service (including the Documentation) or disseminate Confidential Information, as defined below, to any third party, except as expressly permitted in this Agreement. The Customer will not, and will not permit any third party to, sublicense, sell, resell, rent, display, copy, modify, create derivative works of, translate, reverse engineer, decompile, disassemble, or otherwise reduce to human perceivable form the Service (or any portion thereof), non-public API or accompanying Documentation. In no event shall the Customer use the Service for the



Customer's own product development. The Customer will not, and will not permit any third party to, use the Service in violation of the Acceptable Use Policy.

1.4. Commercial Use Restrictions. Customer acknowledges and agrees that Slope is granting Customer a limited license to the Service for the sole purpose of internally testing and evaluating such Service (the "Limited Purpose"). Customer agrees that it shall not use, and shall prohibit any of its end users from using, the Service for any purpose, including but not limited to commercial use of the Service for the purpose of collecting fees from third parties, other than the Limited Purpose in accordance with the Agreement and the Documentation.

## 2. CUSTOMER DATA

**2.1. Rights in Customer Data**. As between the parties, Customer or its licensors retain all rights, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of the operation of the Service. Subject to the terms of this Agreement, Customer hereby grants to Slope and its Affiliates a non-exclusive, worldwide, royalty-free right to process the Customer Data solely to the extent necessary to provide the Service to Customer or as may be required by law.

# 2.2. Use Obligations.

- (a) In General. Customer's use of the Service and all Customer Data shall comply with applicable laws and government regulations. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to Slope under this Agreement and that the Customer Data will not violate the rights of any third party. Customer will defend, indemnify, and hold harmless Slope from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any Customer Data or breach or alleged breach by Customer of this Section.
- (b) **HIPAA Data**. Customer agrees not to upload to the Service any HIPAA Data unless Customer has entered into a BAA with Slope. Unless a BAA is in place, Slope will have no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or under HIPAA or any similar federal or state laws, rules or regulations. If Customer is permitted to submit HIPAA Data through the Service, then Customer may submit HIPAA Data to Slope and/or the Service only by uploading it as Customer Data. Upon mutual execution of the BAA, the BAA is incorporated by reference into this Agreement.
- **2.3. No Assessment.** Slope shall have no obligation to review or assess the contents of Customer Data to identify information subject to any specific legal requirements. Customer is responsible for reviewing the information made available by Slope relating to data security and making an independent determination as to whether the Service meets Customer's requirements and legal obligations under applicable data protection and privacy laws.
- **2.4. Return or Deletion of Data.** Customer may retrieve or delete all Customer Data upon expiration or termination of this Agreement as set forth in this Agreement. Subject to Section 6.3 (Effect of Termination; Customer Data Retrieval), any Customer Data not deleted by Customer shall be deleted by Slope promptly upon the later of (i) expiration or termination of this Agreement and (ii) expiration of any post-termination Retrieval Right period set forth in this Agreement.
- **3. SECURITY.** The parties shall comply with the terms and conditions of the Security Policy. Notwithstanding the foregoing, Slope disclaims any warranties as to the accuracy of any Customer Data saved and retained by Slope. The Customer is responsible for verifying the accuracy of the Customer Data inputted into the Service by the Customer.

#### 4. INTELLECTUAL PROPERTY

- **4.1. Slope Technology**. Customer agrees that Slope or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the following (collectively, "**Slope Technology**"): the Service, all Documentation, any Deliverables (as defined in the TSA), and any and all related and underlying technology and documentation, and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated into any of the foregoing. Except for the express limited rights set forth in this Agreement, no right, title or interest in any Slope Technology is granted to Customer. Further, Customer acknowledges that the Service is offered as an online, hosted solution, and Customer has no right to obtain a copy of the underlying computer code for the Service. Notwithstanding anything to the contrary herein, Slope may freely use and incorporate into Slope's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any users of the Service relating to the Slope Technology or Slope's other products or services ("**Feedback**").
- **4.2. Usage Data**. Notwithstanding anything to the contrary in this Agreement, Slope may collect and use Usage Data to develop, improve, support, and operate its products and services. Slope may not share any Usage Data that includes Customer's Confidential Information with a third party except (i) in accordance with Section 5 (Confidentiality) of this



Agreement, or (ii) to the extent the Usage Data is aggregated and anonymized such that Customer and Customer's Users cannot be identified. The Customer shall not publish or disclose to any third party any Usage Data relating to the Service without the prior written consent of Slope.

5. CONFIDENTIALITY. Each party (as "Receiving Party") will use at least the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the "Disclosing Party") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Notwithstanding the foregoing, nothing herein shall preclude disclosure of Confidential Information as is required by a valid court order or pursuant to any reporting requirement of a government agency, except that the Receiving Party shall first give reasonable advance notice to the Disclosing Party upon becoming aware of the requirement to so disclose, to afford the Disclosing Party the opportunity to seek protective measures deemed appropriate by the Disclosing Party (and as to which the Receiving Party shall provide reasonable cooperation).

#### 6. TERM AND TERMINATION

- **6.1. Term.** This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with its terms. Each Order Form will terminate upon expiration of its applicable term, unless expressly stated otherwise therein or in this Agreement. If there is no Order Form or Retrieval Right currently in effect upon the expiration of an Order Form, this Agreement shall be deemed terminated and no longer in effect.
- **6.2. Termination for Convenience.** Either party, at its sole discretion, may terminate any Order Form by providing written notice to the other party. If there is no Order Form or Retrieval Right currently in effect, this Agreement shall be deemed terminated and no longer in effect upon such written notice.
- **6.3. Effect of Termination; Customer Data Retrieval.** Upon written notice to Slope, Customer will have up to thirty (30) days from termination or expiration of this Agreement to access the Service solely to the limited extent necessary to retrieve Customer Data (the "**Retrieval Right**"). If Customer exercises its Retrieval Right, this Agreement and the applicable Order Form shall continue in full force and effect for the duration of the Retrieval Right. Slope shall have no further obligation to make Customer Data available after termination of this Agreement and shall thereafter promptly delete Customer Data. After the Retrieval Right period, Customer will have no further access to Customer Data and shall cease use of and access to the Service (including any related Slope Technology) and delete all copies of Documentation, any Service passwords or access codes, and any other Slope Confidential Information in its possession.
- **6.4. Survival.** The following Sections will survive any expiration or termination of this Agreement: 1.3 (General Restrictions), 4 (Intellectual Property), 5 (Confidentiality), 6 (Term and Termination), 9 (Limitation of Liability), 10 (General Terms), and 11 (Definitions).
- **6.5. Suspension of Service.** In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Slope reserves the right to suspend provision of services (i) if Slope deems such suspension necessary as a result of Customer's breach of Sections 1.3 (General Restrictions), 1.4 (Commercial Use Restrictions), or 2.2 (Use Obligations), (ii) if Slope reasonably determines suspension is necessary to avoid material harm to Slope or its other customers, including if the Service is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Slope's control, or (iii) as required by law or at the request of governmental entities.

# 7. WARRANTY

- 7.1. Warranty Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS" AND SLOPE AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER OR NOT EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SLOPE DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SOFTWARE OR OPEN-SOURCE SOFTWARE. SLOPE MAKES NO REPRESENTATION AND/OR WARRANTY WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY SOFTWARE INCORPORATED INTO THE SERVICE.
- **8. SUPPORT AND AVAILABILITY.** During an Evaluation Period, Slope will make reasonable efforts to answer Customer's questions regarding use of the Service, but is not obligated to provide any other support for any Services.
- 9. LIMITATION OF LIABILITY. EXCEPT AS TO "EXCLUDED CLAIMS", TO THE MAXIMUM EXTENT PERMITTED BY



# LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

- (A) IN NO EVENT SHALL EITHER PARTY HAVE LIABILITY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER DAMAGES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- (B) EXCEPT FOR (i) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 2.2 (USE OBLIGATIONS) AND (ii) EITHER PARTY'S OBLIGATIONS UNDER SECTION 5 (CONFIDENTIALITY) (BUT EXCLUDING OBLIGATIONS AND/OR CLAIMS RELATING TO CUSTOMER DATA), EACH PARTY'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED TEN THOUSAND DOLLARS (USD \$10,000).
- (C) THE MONETARY CAP SET FORTH IN THIS SECTION 9 SHALL APPLY ACROSS THIS AGREEMENT AND ANY AND ALL RELATED SOWS OR ORDER FORMS ON AN AGGREGATED BASIS.

#### 10. GENERAL TERMS

- 10.1. Assignment. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in its entirety in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities to such party's successor; and Slope may assign this Agreement in its entirety to any Affiliate. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Each party shall promptly provide notice of any such assignment. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.
- **10.2. Compliance with Laws.** The Customer shall be responsible for its use of the Service in compliance with applicable laws and government regulations, including, without limitation, those legal requirements that relate to the handling and processing of information (such as personally identifiable information of individuals).
- 10.3. **Notice.** Any notice, request, consent, claim, demand, waiver or other communication under this Agreement will have legal effect only if in writing at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other in accordance with this Section and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon receipt. Email notifications to Slope shall be sent to legal@slopesoftware.com.
- 10.4. Governing Law; Jurisdiction. This Agreement, and all disputes arising out of or related thereto, shall be governed by and construed under the laws of the State of Georgia without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Georgia or any other jurisdictions). All such disputes shall be subject to the exclusive jurisdiction of the state and federal courts located in Atlanta, Georgia, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.
- 10.5. Equitable Remedies. The Customer acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 1.3 (General Restrictions), Section 4 (Intellectual Property), and Section 5 (Confidentiality) of this Agreement would cause Slope irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Slope would be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- 10.6. Entire Agreement; Modification; Waiver. This Agreement, the Acceptable Use Policy, the User License Schedule, the Security Policy, the TSA, along with any SOWs and Order Forms entered into hereunder with the Customer, constitutes the entire agreement between the parties relating to the subject matter hereof and all other terms are rejected. In the event of any conflict between the terms and conditions of such documents, this Agreement shall control; provided, however, that in the event of any conflict between the terms and conditions of this Agreement and any Order Form or SOW, such Order Form or SOW shall control. No waiver or modification of this Agreement shall be valid unless in writing and signed by each party. No failure to exercise, or delay in exercising any right, remedy, power or privilege under the Agreement ("Right(s)") operates



as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.

- **10.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- **10.8. Headings.** The headings and captions contained in this Agreement are for convenience and shall not control or affect the meaning or construction of any provision hereof.
- **10.9. Counterparts.** This Agreement may be executed in counterparts (and by electronic means, including such as by exchange of signatures by PDF), each of which will be deemed an original and all of which together will be considered one and the same agreement.
- 10.10. Force Majeure. Neither party will be liable to the other party for any delay or failure to perform any obligation under this Agreement if the delay or failure results from any cause beyond such party's reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.
- 10.11. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent and neither party's employees are eligible for any form of benefits, including, but not limited to, health, life or disability insurance, offered by the other party to its employees.
- 10.12. Dispute Resolution. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or teleconference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section shall not apply to claims subject to indemnification under Section 2.2 (Use Obligations) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

### 11. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to such terms in this Agreement. Unless otherwise defined in this Agreement, the following terms shall have the following meanings:

"Acceptable Use Policy" means Slope's acceptable use policy made available from time to time at https://www.slopesoftware.com/legal/.

"Account" means Customer's account in the applicable Service in which Customer stores and processes Customer's Data.

"Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a party. As used herein, "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

"BAA" means a business associate agreement governing the parties' respective obligations with respect to any HIPAA Data uploaded by Customer to the Service in accordance with the terms of this Agreement.

"Confidential Information" means all trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, hardware, schematics, planned product features, functionality, methodology, performance and software source documents relating to the Service, and other information provided by the Disclosing Party to the Receiving Party, whether disclosed orally, in writing, or by examination or inspection, other than information which the Receiving Party can demonstrate (a) was already known by the Receiving Party, without any obligation of confidentiality, at the time of disclosure; (b) was generally available in the public domain at the time of disclosure to the Receiving Party; (c) was subsequently lawfully disclosed to the Receiving Party by a third party without any obligation of confidentiality; or (d) was independently developed by the Receiving Party without use of or reference to any information or materials disclosed by the Disclosing Party or its suppliers. All Customer Data will be deemed Confidential Information of Slope without any marking or further designation. All Slope Technology will be deemed Confidential Information of Slope without any marking or further



"Contractor" means the independent contractors and consultants permitted by Customer to serve as Users of the Service.

"Customer Data" means any data or data files of any type that are uploaded by or on behalf of Customer to the Service for storage in a data repository. It also includes any data or data files produced by the Service with the exception of Usage Data and any Slope Confidential Information.

"Deliverables" means the guides, code (including SQL queries) or other deliverables that Slope provides to Customer in connection with Technical Services. For clarity, Slope may use compilers, assemblers, interpreters and similar tools to develop Deliverables. The term "Deliverables" does not include such tools.

"Disclosing Party" is defined in Section 5 (Confidential Information).

"**Documentation**" means Slope's technical documentation and usage guides for the applicable Service made available at https://support.slopesoftware.com or through the Service.

"Evaluation Period" means the set term designated on an Order Form.

"Excluded Claims" means (a) a party's breach of its obligations in Section 5 (Confidential Information) (but excluding obligations and/or claims relating to Customer Data); (b) Customer's indemnification obligations under Section 2.2 (Use Obligations); and (c) liability which, by law, cannot be limited.

"Feedback" is defined in Section 4.1 (Slope Technology).

"HIPAA" means the Health Insurance Portability and Accountability Act, as amended and supplemented.

"HIPAA Data" means any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations.

"Limited Purpose" is defined in Section 1.4.

"Order Form" means the Slope ordering document (and/or an SOW, if applicable) executed by both Customer and Slope which specifies the services being provided by Slope and that is governed by this Agreement.

"Receiving Party" is defined in Section 5 (Confidentiality).

"Retrieval Right" is defined in Section 6.3 (Effect of Termination; Customer Data Retrieval).

"Security Policy" means the Slope Security Policy made available from time to time at https://www.slopesoftware.com/legal/.

"Service" means a Slope software-as-a-service offering made generally available and ordered by Customer as set forth in an Order Form, including but not limited to certain User Licenses as described in the User License Schedule.

"Slope" means Slope Software, Inc., a Delaware corporation (or its Affiliate that executes an Order Form that is governed by this Agreement).

"Slope Technology" is defined in Section 4.1 (Slope Technology).

"SOW" shall have the meaning set forth in the TSA.

"Third Party Applications" means separate services or applications (and other consulting services related thereto), procured by Customer from a party other than Slope that can be used in connection with the Service.

"TSA" means the Technical Services Addendum made available from time to time at https://www.slopesoftware.com/legal/.

"Usage Data" means query logs, and any data (other than Customer Data) relating to the operation, support and/or about Customer's use of the Service.

"**User**" means the persons designated and granted access to the Service by or on behalf of Customer, including its and its Affiliates' Contractors.

"User License Schedule" means the Slope User License Schedule made available from time to time at <a href="https://www.slopesoftware.com/legal/">https://www.slopesoftware.com/legal/</a>.

"Update" means a modification, error correction, bug fix, or other update directly to or for the Service.