

## **KYND TERMS OF SERVICE**

These Terms of Service (this “Agreement”) is between KYND Limited a private limited company organized under the law of England and Wales (registration number 10943213), with a registered office at Unit 3-4, The Grain Store, 70 Weston Street, London, SE1 3QH (together with its affiliates, (“KYND”) and your organization (“Customer” or “you”). By executing an Order Form (as defined herein) or otherwise affirmatively accepting the Agreement through another means KYND offers you (including by using online functionality KYND makes available like clicking a box), Customer agrees to be bound by this Agreement. The individual accepting this Agreement on behalf of Customer represents and warrants that they have the authority to bind Customer to this Agreement. If the individual does not have such authority, or if the individual does not agree with the terms and conditions of this Agreement, such individual must not accept this Agreement and Customer may not use the Service. Capitalized terms not otherwise defined in the Agreement shall have the meaning set forth in Exhibit A.

KYND owns and operates cybersecurity software solutions, as well as any modifications, enhancements, and/or derivative works thereof, (collectively, the "KYND Platform"). KYND also provides associated Services in connection with the KYND Platform. Customer desires to have limited rights to use the KYND Platform and to receive the Services for its own business purposes as further described in this Agreement and one or more associated Order Forms. This Agreement together with such Privacy Policy <https://www.kynd.io/privacy-policy/>, Documentation and Order Form(s) signed by the parties, are collectively referred to as the “Agreement”.

### **1 Rights of use**

Upon the Order Form Effective Date and subject to the terms of this Agreement, including the Subscription Fee being paid in accordance with the terms of this Agreement, KYND grants the Customer a limited, non-exclusive, non-transferable license to access and use the KYND Platform for the term of the applicable Order Form and the published Documentation for the Platform and Services solely for Customer’s business in connection with the Permitted Use. “Permitted Use” means use of the KYND Platform and Services for the purposes described in the Documentation and as specified in the Order Form. “Authorized Users” are those individuals who Customer authorizes to use the KYND Platform. Customer is responsible for all use of the KYND Platform by its Authorized Users and agrees that it will not provide or permit access to the KYND Platform (including without limitation, the user interface and reporting) to anyone other than Authorized Users who require such access. Customer agrees and acknowledges that its use of the KYND Platform and Services may be subject to certain volume, usage, tiers, and other limits, if and to the extent specified on the applicable Order Form. During the first year of this Agreement usages are estimates, and as such Customer will not be charged up to a fair usage limit of 20% beyond those specified amounts. Beyond the first year 20% fair usage and for each successive year, Customer will be subject to price adjustments or other effects as stated in the applicable Order Form or as otherwise agreed. Customer shall not, and shall not allow a third party or its Authorized Users, to:

- (i) copy, reverse engineer, modify, decompile or disassemble the KYND Platform or Services or seek to access the source code or non-public APIs to the KYND Platform or Services, except to the extent expressly permitted by Applicable Law (and then only with prior notice to KYND);
- (ii) attempt to probe, scan, penetrate, breach or test the vulnerability of any system or network or the KYND Platform or Service’s security or authentication measures, whether by passive or intrusive techniques;
- (iii) monitor the data or traffic on any system or network;
- (iv) use the KYND Platform or Services to develop a similar or competing product or service;
- (v) modify or create derivative works of the KYND Platform or Services or copy any element of the KYND Platform or Services or remove or alter any logos, trademarks, links, copyright or other notices, legends or markings from the KYND Platform or Services or Documentation;
- (vi) remove or obscure any proprietary notices in the KYND Platform or Services including attempt to bypass or tamper with the security, operation, usage limits, or access control technology of the KYND Platform or Services;
- (vii) publish benchmarks or performance information about the KYND Platform or Services;
- (viii) interfere with the operation of the KYND Platform or Services, circumvent any access restrictions, or conduct any security or vulnerability test of the KYND Platform or Services;
- (ix) transmit any viruses or other harmful materials to the KYND Platform or Services; or
- (x) risks harm to others or to the security, availability, or integrity of the KYND Platform or Services including use the KYND Platform or Service(s) or Documentation in a way that violates applicable law or infringes upon the rights of a third party, including those pertaining to contract, intellectual property, privacy, or publicity, or that effects or facilitates the storage or transmission of

libelous, tortious, or otherwise unlawful material; or (xi) use the KYND Platform or Services for benchmarking purposes or otherwise to analyze its workings and features for competitive purposes or in a manner that imposes unusual demands on a KYND Platform or Services outside of normal functions and operations; or (xii) port or attempt to discover the source code of the Services. Customer may use the KYND Platform only for the Permitted Use, in accordance with all applicable laws, rules and regulations (including without limitation, those applicable to privacy (collectively, “Applicable Laws”), as well as in compliance with KYND’s applicable privacy policy available at: <https://www.kynd.io/privacy-policy/>. Notwithstanding any other provision of this Agreement, in the event of breach of any restrictions in this clause 1, Company shall have the right upon notice to immediately suspend the KYND Platform and Services until such breach is corrected.

## **2 Support**

- 2.1 Support Services shall be available for each Subscribed Service to the Customer for the duration of the respective Subscribed Service Period, to the extent and in the manner specified in the relevant Product Specifications and Order Form.
- 2.2 KYND shall use reasonable endeavors to notify the Customer in advance of scheduled maintenance, but the Customer acknowledges that it may receive no advance notification for downtime caused by force majeure or for other emergency maintenance.

## **3 Changes to services and terms**

- 3.1 KYND may modify these KYND Terms of Service at any time (each, a “**Modification**”); provided, that KYND will use commercially reasonable efforts to notify the Customer in advance of any material changes to these KYND Terms of Service. By continuing to use the Services after receiving notice of any material changes to the KYND Terms of Service, you indicate your agreement to the revised terms.
- 3.2 In the event that Customer reasonably believes that any Modification to the Agreement made by the Company will materially impact it negatively in any manner it may by notice elect to terminate this Agreement in respect of all impacted Subscribed Services provided it exercises such right by providing written notice to KYND prior to such Modification taking effect pursuant to clause 3.1 and notifies KYND at the time of exercising such right of the negative impact which has caused it to exercise this right. In the event of such termination the Customer shall receive a pro rata refund of any unused proportion of Fees paid in advance in respect of such terminated Services.
- 3.3 The Customer acknowledges that KYND shall be entitled to modify the features and functionality of the Services. KYND shall use reasonable endeavors to ensure that any such modification does not materially adversely affect the use of the relevant Subscribed Service(s).

## **4 Fees**

- 4.1 The Subscription Fee and any other charges expressly agreed between the parties in writing shall be paid by the Customer at the rates and in the manner described in the Order Form.
  - 4.2 Unless stated otherwise in an Order Form KYND shall invoice the Customer:
    - 4.2.1 within 30 days of the Order Form Effective Date
- due under this Agreement, and the invoices shall be paid within 30 calendar days of the date on the invoice.

## **5 Warranties**

- 5.1 Subject to the remainder of this clause 5, KYND warrants that:

- 5.1.1 each Subscribed Service shall operate in accordance with its Documentation in all material respects when used in accordance with this Agreement and the Documentation under normal use and normal circumstances during the relevant Subscribed Service Period; and
- 5.1.2 it shall provide each of the Services with reasonable care and skill.
- 5.2 If there is a breach of any warranty in clause 5.1 KYND shall at its option: use commercially reasonable efforts to repair or replace the impacted Services within a reasonable time or refund the Fees for the impacted Services which were otherwise payable for the period during which KYND was in breach of any such warranty (provided such period is at least 30 consecutive days). To the maximum extent permitted by law, this clause 5.2 sets out the Customer's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 5.1.
- 5.3 The warranties in clause 5.1 are subject to the limitations set out in clause 9 and shall not apply to the extent that any error in the Services arises as a result of:
  - 5.3.1 incorrect operation or use of the KYND Platform or Services by the Customer, any Authorized Affiliate or any Authorized User (including any failure to follow the Documentation or failure to meet minimum specifications);
  - 5.3.2 use of any of the Services other than for the purposes for which it is intended;
  - 5.3.3 use of the KYND Platform or any Services with other software or services or on equipment with which it is incompatible (unless KYND recommended or required the use of that other software or service or equipment;
  - 5.3.4 any act by any third party (including hacking or the introduction of any virus or malicious code);
  - 5.3.5 any modification of the KYND Platform or Services (other than that undertaken by KYND or at its direction); or
  - 5.3.6 any breach of this Agreement by the Customer (or by any Authorized Affiliate or Authorized User).
- 5.4 EXCEPT AS EXPRESSLY SET FORTH HEREIN, KYND PROVIDES THE KYND PLATFORM, SERVICES AND DOCUMENTATION "AS IS" AND "AS AVAILABLE" AND MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING ANY OF THE FOREGOING, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT, AND DOES NOT GUARANTEE THAT THE KYND PLATFORM, SERVICES OR DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR-FREE.

**6 Customer Data; Customer's responsibilities; Suspension**

- 6.1 Customer grants KYND the non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, publicly display, modify, and create derivative works from Customer Data only as necessary to: (i) provide any Services or perform its obligations under this Agreement; (ii) derive or generate sage Usage Data; (iii) create and compile Aggregated Data; and (iv) as otherwise required by laws or as agreed to in writing between the parties. Customer is responsible for its Customer Data, including its content and accuracy, and will comply with applicable laws and the Documentation when using the Services. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all rights, consents, and permissions necessary for KYND to process Customer Data set forth in this Agreement without violating or infringing laws, third-party rights, or terms or policies that apply to the Customer Data.

- 6.2 The Customer shall (and shall ensure all Authorized Affiliates and Authorized Users shall) at all times comply with all Applicable Laws relating to the use or receipt of the Services, including laws relating to privacy, data protection and use of systems and communications.
- 6.3 KYND may immediately suspend Customer's access to the KYND Platform and Services if: (i) Customer breaches clause 1 or 6.1 or fails to pay any amount when due; or (ii) KYND determines in good faith that such suspension is necessary to avoid possible harm to KYND's Customer's, or any third party's property, systems, or information. KYND will notify Customer of the suspension and reason therefor as soon as commercially practicable, and to restore service as soon as commercially practicable once the underlying issue is resolved.
- 6.4 The Customer is obliged to provide KYND with the names of the Authorized User Accounts who will be using the KYND Platform in advance of the Order Form Effective Date.

## **7 Intellectual property**

- 7.1 All right, title and interest in and to the KYND Platform and the Services (including any updates, improvements, or modifications thereto or derivatives thereof), as well as all Applications, Documentation, Provided Materials and the content of outgoing messages sent by KYND through the KYND Platform will remain KYND's sole and exclusive property (or that of its licensors).
- 7.2 KYND may use any feedback and suggestions for improvement relating to the Services provided by the Customer, the Authorized Affiliates or any Authorized User without charge or limitation ("**Feedback**").
- 7.3 Except for the rights expressly granted in this Agreement, the Customer, any Authorized User, any Customer Affiliate and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (or any part including the Applications or Documentation) and no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.
- 7.4 This clause 7 shall survive the termination or expiration of this Agreement.

## **8 Defense against infringement claims**

- 8.1 Subject to clauses 8.2 and 8.4, KYND shall:
- 8.1.1 defend at its own expense any claim brought against the Customer by any third party alleging that the Customer's use of the KYND Platform or Services infringes or misappropriates any copyright, registered trade mark, or issued patent in the United Kingdom or United States (an "**IP Claim**"); and
- 8.1.2 pay, subject to clause 8.4, all costs and damages awarded or agreed by Company in settlement or final judgment of an IP Claim.
- 8.2 The provisions of clause 8.1 shall not apply unless the Customer:
- 8.2.1 promptly notifies KYND upon becoming aware of any actual or threatened IP Claim and provides full written particulars;
- 8.2.2 makes no comment or admission and takes no action that may adversely affect KYND's ability to defend or settle the IP Claim;

- 8.2.3 provides all assistance reasonably required by KYND subject to KYND paying the Customer's reasonable costs; and
- 8.2.4 gives KYND sole authority to defend or settle the IP Claim as KYND considers appropriate.
- 8.3 KYND's obligations in this clause 8 do not apply: (a) to infringement or misappropriation resulting from Customer's modification of the KYND Platform or Services or use of the KYND Platform or Services in combination with items not provided by KYND (including third-party Materials); (b) to unauthorized use of KYND Platform or Services; (d) if Customer settles or makes any admissions about a claim without KYND's prior consent; or (e) to trials, beta testing of new features, or other free or evaluation use.
- 8.4 The provisions of clause 8 shall apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under clause 8.1.
- 8.5 In the event of any IP Claim KYND may elect to terminate this Agreement immediately by written notice and promptly refund to the Customer on a pro-rata basis for any unused proportion of Fees paid in advance. This clause 8.5 is without prejudice to the Customer's rights and remedies under clauses 8.1.
- 8.6 The provisions of this clause 8 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any infringement claim.

**9 Confidentiality**

- 9.1 Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event using less than a reasonable standard of care.
- 9.2 Subject to clause 9.3, each party shall treat as strictly confidential:
  - 9.2.1 the existence, provisions or subject matter of this agreement, or any document or agreement entered into pursuant to this agreement;
  - 9.2.2 the negotiations relating to this agreement; and
  - 9.2.3 all information received or obtained as a result of entering into or performing this agreement which relates to the other party and/or any of its Affiliates, or the business, finance or other affairs of the other party.
- 9.3 Either of the parties may disclose information referred to in clause 9.2 which would otherwise be confidential if and to the extent the disclosure is:
  - 9.3.1 approved by the other party in writing in advance;
  - 9.3.2 required by the law of any relevant jurisdiction or a court of competent jurisdiction;
  - 9.3.3 lawfully required by any regulatory or governmental body to which either party is subject; or
  - 9.3.4 of information which has already come into the public domain through no breach of confidence.

## **10 Indemnity**

- 10.1 The Customer shall indemnify, defend and hold harmless KYND and its Affiliates from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred by it (or any of its Affiliates) arising from Customer's breach of this Agreement, Customer's use of the KYND Platform or Services, or any allegation that the Customer Data infringes, misappropriates or violates the Intellectual Property Rights of a third party.
- 10.2 This clause 10 shall survive termination or expiration of this Agreement.

## **11 Limitation of liability**

**IN NO EVENT WILL KYND BE LIABLE FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS, REPUTATION, OR DATA) IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY TOTAL AMOUNTS EXCEEDING THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER TO KYND UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.**

## **12 Renewals**

- 12.1 On expiration of the Subscribed Service Period indicated in the Order Form for each Subscribed Service, the Subscribed Service Period shall continue and automatically renew for a further period of equal length as the Subscribed Service Period (the "**first Renewal Date**") and thereafter renew again for on each anniversary of the first Renewal Date (each of the first Renewal Date and each such anniversary being a "**Renewal Date**") for further periods of equal length as the Subscribed Service Period.
- 12.2 If either party wishes for the Subscribed Service Period to expire on the next Renewal Date, it may cause the Subscribed Service to expire on that Renewal Date by notice provided such notice is served at least 90 days prior to that Renewal Date. If notice is not served within the timeframes set out in this clause 12.2, the Subscribed Service shall renew at the next Renewal Date in accordance with clause 12.1.

## **13 Term and termination**

- 13.1 The Agreement shall come into force on Order Form Effective Date and, unless terminated earlier in accordance with its terms, shall continue for the duration of the Subscribed Service Period as renewed in accordance with clause 12.
- 13.2 Either party may terminate this Agreement immediately for cause at any time by giving notice in writing to the other party if:
- 13.2.1 the other party commits a material breach of this Agreement, and such breach is not capable of cure;
- 13.2.2 the other party commits a material breach of this Agreement which is not remedied within 30 Business Days of receiving written notice of such breach; or

13.2.3 the other party has failed to pay any undisputed amount due under this Agreement on the due date and such amount remains unpaid within 20 Business Days after the other party has received notification that the payment is overdue.

### 13.3 Consequences of termination

13.3.1 Immediately on termination or expiration of this Agreement (for any reason), the rights granted by KYND under this Agreement shall terminate and the Customer shall (and shall procure that each Authorized User and Authorized Affiliate shall):

13.3.2 stop using the KYND Platform and Services; and

13.3.3 destroy and delete or, if requested by KYND, return any copies of the Documentation in its possession or control (or in the possession or control of any person acting on behalf of any of them).

13.4 Termination or expiration of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiration and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination, including clauses 5.4, 6-11, 13.3, 15-23.

## 14 Marketing

14.1 Subject always to obtaining the Customer's prior written consent to any proposed wording, such consent not to be unreasonably withheld, the Customer grants KYND the right to use the Customer's logo, name, and branding (the "Customer Marks") for marketing, promotional, and advertising purposes, including but not limited to, on KYND's website, in press releases, case studies, social media, and other marketing materials. KYND agrees to use the Customer Marks in a manner that is consistent with the Customer's branding guidelines.

## 15 Taxes

KYND's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If KYND has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, KYND will invoice Customer and Customer will pay that amount unless Customer provides KYND with a valid tax exemption certificate authorized by the appropriate taxing authority.

## 16 Entire agreement

16.1 Our Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

16.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

## 17 No partnership or agency

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

**18 Severance**

If any provision of this Agreement (or part of any provision) is or is deemed to be illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected. To the extent any provision of this Agreement is judicially determined to be unenforceable, the parties hereby authorize and request the court of competent jurisdiction to reform any such provision to make it enforceable. The provisions of this Agreement will, where possible, be interpreted so as to sustain its legality and enforceability.

**19 Waiver**

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

**20 Assignment**

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), 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. Notwithstanding the foregoing, 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 such other party may terminate this Agreement upon written notice. In the event of such a termination, KYND will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**21 Third party rights**

A person who is not a party to this Agreement shall not have any rights under any Applicable Law (including, for Customers based in the United Kingdom, the Contracts (Rights of Third Parties) Act 1999) to enforce any of its provisions.

**22 Contracting Entity; Governing Law and Jurisdiction**

The domicile of the Customer listed on the Order Form will determine the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that will have jurisdiction over any such dispute or lawsuit, as set out in the table below.

Customer Location	KYND Contracting Entity	Address for Notices	Governing Law and Jurisdiction
North America	KYND LTD	Unit 3-4, The Grain Store, 70 Weston Street, London, SE1 3QH  legal@kynd.io	Laws of Delaware
United Kingdom and European Union	KYND LTD	Unit 3-4, The Grain Store, 70 Weston Street, London, SE1 3QH  legal@kynd.io	Laws of England and Wales



If you are in a geographic region that does not fall into one of these designations described in the table, then the Governing Law and Jurisdiction will be England and Wales.

## EXHIBIT A: DEFINITIONS AND INTERPRETATION

<b>Affiliate</b>	means, in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity;
<b>Aggregated Data</b>	means Customer Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual;
<b>Applications</b>	means the software or applications used by or on behalf of KYND to provide the Subscribed Services;
<b>Authorized Affiliates</b>	means, in respect of the relevant Subscribed Service, the Affiliates of the Customer (if any) identified in the Order Form as Authorized Affiliates in respect of that Subscribed Service;
<b>Authorized Users</b>	means, in respect of the relevant Subscribed Service, the named users authorized by the Customer to use that Subscribed Service in accordance with the terms of this Agreement;
<b>Business Day</b>	means a day other than a Saturday, Sunday or bank or public holiday in England or the United States, as applicable;
<b>Confidential Information</b>	means all non-public information (whether in oral, written or electronic form) relating to a party's business which may reasonably be considered to be confidential in nature including non-public information relating to s party's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Pricing Terms, the Description, and any other technical or operational specifications or data relating to each Subscribed Service shall be part of KYND's Confidential Information; Confidential Information does not include information that: (a) is already known to the receiving party without obligation of confidentiality prior to its disclosure by the disclosing party; (b) is in or enters the public domain through no wrongful act of the receiving party; (c) is or was lawfully received by receiving party from a third party without confidentiality obligations; or (d) can be established by written documentation to have been independently developed by receiving party without access to the Confidential Information.
<b>Customer</b>	has the meaning given in the relevant Order Form;

<b>Customer Data</b>	means all, data, information, content, other materials provided or submitted by or on behalf of Customer;
<b>Documentation</b>	means: the Product specifications, the description of the relevant Subscribed Service (as updated from time to time) available at <a href="https://www.kynd.io/legal-information">https://www.kynd.io/legal-information</a> and in respect of each Subscribed Service, the relevant instructions as to how to use that part of the Services made available by KYND (as updated from time to time);
<b>Fees</b>	means the Subscription Fees together with any other amounts payable to KYND under this Agreement;
<b>Intellectual Property Rights</b>	means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications; whether vested, contingent or future; and wherever existing;
<b>Materials</b>	means all services, data, information, content, Intellectual Property Rights, websites, software and other materials provided by or on behalf of KYND in connection with the Services, but excluding all Customer Data;
<b>Modifications</b>	has the meaning given in clause 4.2, and Modified shall be construed accordingly;
<b>Order Form</b>	means the electric or physical form (including its schedules, annexes and appendices (if any) ordering the Subscribed Services signed by or on behalf of the Customer and KYND, incorporating this Agreement of Service and (and as varied by the parties by agreement in writing from time to time);
<b>Order Form Effective Date</b>	means the effective date of the relevant Order Form;
<b>Product Specifications</b>	means, in respect of each Subscribed Service, the specific additional or amended terms relevant to that Subscribed Service (as updated from time to time);
<b>Provided Materials</b>	means all of the Materials provided or made available by or on behalf of KYND, but

	excluding all Customer Data and all third-party Materials;
<b>Renewal Date</b>	has the meaning given in clause 12;
<b>Service Period</b>	means the period beginning on Order Form Effective Date and ending with the last of the Subscribed Service Periods;
<b>Services</b>	means the Subscribed Services and the Support Services;
<b>Standard Pricing Terms</b>	means KYND's standard pricing terms for each part of the Services, as amended by KYND from time to time;
<b>Subscribed Service Period</b>	means in respect of each Subscribed Service, the duration during which such services are to be provided as initially set out in the Order Form and as varied in accordance with this Agreement;
<b>Subscribed Services</b>	means each cloud service to which the Customer has subscribed as set out in the Order Form (and Subscribed Service shall refer to each respective service separately);
<b>Subscribed Territory</b>	means, in respect of the relevant Subscribed Service, the territories identified in the Order Form except to the extent it is illegal (including as a result of any embargo) under Applicable Laws for the Subscribed Service to be provided to or received within such territories from time to time;
<b>Subscription Fee</b>	means, in respect of each Subscribed Service, the fees payable by the Customer annually in consideration of that Subscribed Service as set out in the Order Form;
<b>Support Services</b>	means, in respect of the relevant Subscribed Service, the support services provided by KYND to the Customer as described in the Product Specifications;
<b>Usage Data</b>	means information generated from the use of the Services, which data does not identify any natural human persons, or Customer, such as technical logs, data, and learnings about Customer's use of the Services, but excluding any identifiable Customer Data.