

The ClickDimensions service will be provided to You under the version of the terms in effect on the ClickDimensions website (<http://clickdimensions.com/about/terms/>) on the Effective Date of Your Order with Us.

It is Your responsibility to retain a copy of the terms in effect at time of ordering for Your future reference.

The terms below are a snapshot of the ClickDimensions Terms of Service that were in effect on as of the 9th July 2020 and are provided for information only:

ClickDimensions Marketing Automation Terms of Service

THESE TERMS OF SERVICE (THESE “**TERMS**”) GOVERN ALL SUBSCRIPTION SERVICES (“**SERVICES**”) PROVIDED BY CLICKDIMENSIONS LLC (“**CLICKDIMENSIONS**”) PURSUANT TO ORDERS PLACED BY YOU THROUGH CLICKDIMENSIONS. **YOU MUST HAVE CONFIRMATION OF YOUR ORDER FROM CLICKDIMENSIONS (“ORDER FORM”) IN ORDER TO USE THE SERVICES, WHICH IS INCORPORATED INTO AND MADE PART OF THESE TERMS. IF YOU DO NOT HAVE AN ORDER FORM, YOU MAY NOT ACCESS AND USE THE SERVICES.** Capitalized terms used in these Terms have the meaning assigned in Section 13 unless otherwise defined in the Order Form or these Terms.

1. Access to the Services. Subject to Customer’s compliance with these Terms, ClickDimensions’ Acceptable Use Policy and payment of the applicable fees as set forth in the Order Form, ClickDimensions grants Customer a nonexclusive, nontransferable limited license during the Subscription Term to use the Services for your internal business purposes and subject to any other restrictions or limitations identified in these Terms or the applicable Order Form, including a limitation on the volume specified on the applicable Order Form (as the same may be updated during the applicable Subscription Term).

1.1. This Agreement is not intended to nor does it provide any license rights to the Software. The original and all copies of the Software and Services remain the sole property of ClickDimensions or its licensors, subject to all of the confidentiality and other restrictions set forth in these Terms. Customer must retain all legends relating to copyright, trademarks, patents, or confidentiality on all copies of the Documentation or any print of a screen display from the Services. ClickDimensions reserves all right, title and interest in and to the Software and Services under all applicable federal, state and local laws of the United States and any other jurisdiction. ClickDimensions is not obligated to provide, and Customer acquires no right of any kind with respect to, any source code for the Software.

1.2. The Services may interoperate with various third-party platforms such as Twitter, Facebook, LinkedIn, Instagram, and other social networking sites as determined by ClickDimensions from time to time (“**Third-Party Platforms**”). Continued interoperation of the Services with any Third-Party Platform is dependent upon the availability of each such platform and ClickDimensions may cease to provide such functionality if access to any Third-Party Platform is not available to ClickDimensions on commercially reasonable terms.

2. Term. These Terms are effective on the date that Customer signs an Order Form and ends on the date that ClickDimensions is no longer obligated to provide Customer with the Services under any Order Forms unless terminated earlier pursuant to Section 9. The initial Subscription Term for any applicable Order Form will begin on a date mutually agreed upon by ClickDimensions and the Customer and end on the expiration of the term set forth on the applicable Order Form (the

“Initial Term”). Thereafter, the Subscription Term for an Order will automatically renew for additional one year periods (each a **“Renewal Term”**) commencing on the last day of the Initial Term or the Renewal Term, as applicable, unless (i) Customer notifies ClickDimensions of its intent to terminate at the then end of the then current Term by providing notice to ClickDimensions at least 60 days prior to the end of such term, or (ii) earlier terminated in accordance with the provisions of Section 9.

3. Conditions of Use. Customer’s right to use the Services is subject to the following restrictions and limitations.

3.1. The Services must not be used for the sending of unsolicited commercial email (as such term is defined in the CAN-SPAM Act of 2003 and any rules adopted under such act (the **“Act”**) or any other Applicable Law);

3.2. The Services will only be used for lawful purposes and in accordance with Applicable Law;

3.3. The Services will not be used for hosting content, including images and documents, that knowingly infringe on the intellectual property rights of third parties, or that include any obscene or libelous material or other material that violates any Applicable Law;

3.4. You will not access or otherwise use third party mailing lists or otherwise prepare or distribute mass unsolicited commercial email as such term is defined in the Act or other Applicable Law in connection with your use of the Services;

3.5. You will import, access or otherwise use only lists for which all listed parties have consented to receive correspondence from you in connection with your use of the Services; You hereby covenant that you will not use any other lists in connection with your use of the Services;

3.6. You acknowledge that not all email messages sent through use of the Services will be received by their intended recipients;

3.7. Every email message sent by you in connection with the Services must contain the ClickDimensions “unsubscribe” link that allows the recipient to remove themselves from your mailing list;

3.8. You will comply with the restrictions on content of email messages and activities using the Service as set forth or referenced in these Terms;

3.9. You are the sole or designated “sender” (as such term is defined in the Act) of any email message sent by you using the Services;

3.10. The “from” line of any email message sent by You using the Services will accurately and in a non-deceptive manner identify your organization, your products or your services;

3.11. The “subject” line of any email message sent by You using the Services will not contain any deceptive or misleading content regarding the overall subject matter of the email message;

3.12. You will include in any email message sent by You using the Services your valid physical address, which may be a valid post office box meeting the registration requirements established by the United States Postal Service;

3.13. In any email message sent by you using the Services you will not include any incentives (e.g., coupons, discounts, awards) that encourage a recipient to forward the email message to another recipient; and

3.14. In your use of the Services, you agree to represent you or your organization accurately and will not impersonate any other person, whether actual or fictitious.

3.15. Customer's use of Third-Party Platforms is at Customer's own risk and is governed by the terms and conditions of such Third-Party Platforms (and you shall comply with all such terms and conditions). ClickDimensions makes no representations and has no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Platform or any transactions completed and any contract entered into by you with any such third party.

3.16. Customer will not:

3.16.1. Resell, sublicense, time-share, or otherwise share the Services with any third party unless otherwise approved by ClickDimensions;

3.16.2. Make the Services available to anyone who is not an "Authorized User." An Authorized User is an employee of Customer, or a person to whom Customer has outsourced service, who is authorized to access the Software;

3.16.3. Modify or create derivative works of or decompile, disassemble or reverse-engineer the Software or otherwise attempt to derive the source code of the Software;

3.16.4. Copy any feature, design or graphic in the Software or the Services; or

3.16.5. Access or use the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

4. Customer Data.

4.1. Customer must provide all data for use in the Services (the "**Customer Data**"), and ClickDimensions is not obligated to modify or add to the Customer Data. As between Customer and ClickDimensions, Customer is solely responsible for the content, legality, quality and accuracy of the Customer Data, and for determining the suitability of the Services for Customer's business. Customer represents and warrants complying with Applicable Laws regarding Customer Data. Customer will not upload any of the following types of information for use in the Services: (a) personal health information, (b) driver's license numbers, (c) passport numbers, (d) social security, tax ID or similar numbers, or (e) bank, checking, credit card, debit card, or other financial account numbers.

4.2. Customer owns all right, title and interest in and to the Customer Data. Customer is solely responsible and liable for the Customer Data and will control access to and the management of the Customer Data through your account and Authorized Users.

4.3. ClickDimensions must keep the Customer Data confidential in accordance with Section 11 of these Terms.

4.4. ClickDimensions will use the Customer Data strictly as necessary to carry out its obligations under these Terms, and for no other purpose; provided, however, ClickDimensions may access

and use Customer Data (i) as necessary to identify or resolve technical problems or respond to complaints about the Services; (ii) to improve the Services, and (iii) to identify trends and publish reports on its findings provided the reports include data aggregated from more than one customer site and do not identify Customer.

4.5. ClickDimensions uses industry-standard technical and organizational measures in compliance with Applicable Laws to keep Customer Data secure and to protect against accidental loss or unlawful destruction, alteration, disclosure or access.

4.6. In the event of a security breach that may affect Customer, if and to the extent required by Applicable Laws: (i) ClickDimensions will notify Customer of the breach and provide a description of the event, and (ii) If ClickDimensions reasonably determines, and notifies Customer, that it is necessary for all or part of such information to be forwarded on to individuals on one or more of Customer's email lists, Customer will promptly forward such information to the individuals on such list or lists, all in accordance with Applicable Laws.

4.7. By agreeing to these Terms, each of Customer and ClickDimensions agree to comply with, and be bound by, the terms of the [ClickDimensions Data Processing Addendum](#) to the extent applicable to the Services delivered pursuant to these Terms.

5. Consulting Services.

5.1. ClickDimensions will provide the consulting and professional services described on the applicable Order Form ("**Consulting Services**"). The fees payable for such Consulting Services will be set forth on the applicable Order Form.

5.2. If there are a specific number of hours included in the Consulting Services purchased, those hours will expire at the end of the Subscription Term. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

6. Warranties.

6.1. ClickDimensions warrants that (i) the Services will function substantially in accordance with the Documentation; (ii) ClickDimensions owns or otherwise has the right to provide the Services to Customer under these Terms; and (iii) the Services will be provided in compliance with Applicable Law. If the warranty set forth in subsection 6.1(i) is breached during the Term, ClickDimensions will modify the Services to conform to the Documentation. If ClickDimensions is not able to provide such modification in a reasonable time period (not to exceed 30 days) and on commercially reasonable terms, either party may terminate the affected Order Form(s) and ClickDimensions shall refund to Customer all prepaid subscription fees for unused Services under the relevant Order Form(s).

6.2. ClickDimensions has no obligations under Section 6.1(i) if (i) the Software has been modified by Customer or any third party, unless the modification has been pre-approved in writing by ClickDimensions; or (ii) the non-conformance is caused by any third-party software or hardware, by accidental damage or by other matters beyond ClickDimensions' reasonable control.

6.3. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE SERVICES ARE PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND, AND CLICKDIMENSIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLICKDIMENSIONS DOES NOT WARRANT THAT THE USE OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED OR

ERROR-FREE. CLICKDIMENSIONS IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY THIRD-PARTY PLATFORMS ASSOCIATED WITH OR UTILIZED IN CONNECTION WITH THE SERVICES, INCLUDING THE FAILURE OF ANY SUCH THIRD-PARTY PLATFORMS.

7. Fees; Payment Terms.

7.1. Customer must pay the fees listed in the applicable Order Form to receive uninterrupted Service. The Fees are due and payable in United States Dollars at the start of the Subscription Term (at which time ClickDimensions will send an invoice) and must be paid immediately following receipt of the invoice unless otherwise set forth in the applicable Order Form. The fees set forth on the applicable Order Form are exclusive of all taxes, levies, and duties imposed by taxing authorities, and Customer is responsible for all such taxes, excluding taxes based solely on ClickDimensions' income. Except as provided in Section 6.1 and Section 8.1.1, or in the event of a material breach by ClickDimensions that it fails to cure within thirty (30) days of notice by Customer, the fees are non-refundable.

7.2. Delinquent payments are subject to late payment fees in the amount of 1.5% of the overdue balance per month (or the maximum permitted by law, whichever is lower), plus any expenses associated with collections.

7.3. ClickDimensions reserves the right to suspend service if payment is not received by renewal date specified in the order form. Service will be reinstated upon receipt of payment.

7.4. If Customer exceeds the volume specified on the applicable Order Form, ClickDimensions reserves the right to invoice Customer for the incremental Services for the remainder of the then current Subscription Term. Customer will remit payment for such invoice immediately following receipt.

8. Indemnification

8.1. By ClickDimensions. ClickDimensions will indemnify, defend and hold harmless Customer, its affiliates, directors and employees (collectively, the "**Customer Indemnitees**") from any fines, penalties or damages finally awarded against any or all of the Customer Indemnitees (including reasonable costs and legal fees incurred by any of the Customer Indemnitees) arising out of any third party suit, claim or other legal action (a "**Claim**") alleging that (i) the Services have not been provided in accordance with Applicable Law; or (ii) the use of the Services by Customer in accordance with these Terms infringes any copyright, trade secret or patent.

8.1.1. If there is a Claim under Section 8.1(ii), or ClickDimensions believes that such a Claim likely, ClickDimensions will, at its option, either (i) obtain a license from such third party for the benefit of Customer; (ii) modify the Services so that they no longer infringe; or (iii) if neither of these options is commercially feasible, terminate the relevant Order Form under these Terms, in which case ClickDimensions shall refund to Customer all prepaid subscription fees to ClickDimensions under the relevant Order Form for unused Services.

8.1.2. ClickDimensions shall have no indemnification obligations under Section 8.1(ii) or otherwise for any Claim arising out of: (i) a combination of the Services with software or service not supplied, or approved by ClickDimensions, to the extent the alleged infringement is caused by such combination; (ii) any repair, adjustment, modification or alteration to the Services by Customer or any third party, unless approved by ClickDimensions; or (iii) any refusal by Customer to install and use a non-infringing version of the Services offered by ClickDimensions.

This Section states the entire liability of ClickDimensions with respect to any Claim of intellectual property infringement arising out of use of the Services.

8.2. By Customer. Customer will indemnify, defend and hold harmless ClickDimensions, its affiliates, directors and employees (collectively, the “**ClickDimensions Indemnitees**”) from any fines, penalties or damages finally awarded against any or all of the ClickDimensions Indemnitees (including reasonable costs and legal fees incurred by any of the ClickDimensions Indemnitees) arising out of any Claim for (i) infringement of any copyright, trade secret or patent, or (ii) failure to comply with Applicable Law, to the extent that any such Claim arises out of or resulted from Customer’s use of the Services (and not the Services itself).

8.3. Indemnification Process. If a Claim that may give rise to indemnification is commenced, the Indemnified Party will provide written notice of the Claim to the Indemnifying Party within five (5) days of receipt of the Claim (a “**Claim Notice**”). The Indemnifying Party, at its sole expense, will promptly take control of the defense. The Indemnified Party shall have the right to participate in any proceedings in such manner as it may deem appropriate at its own cost and expense. The Indemnified Party will cooperate with the Indemnifying Party in the defense of the Claim. In no event will the Indemnifying Party enter into a settlement arrangement which requires any payment or other consideration from the Indemnified Party, or contains a stipulation to or an admission or acknowledgement of any wrongdoing (whether in tort or otherwise) on the part of the Indemnified Party, without the Indemnified Party’s prior written consent, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party will be relieved of its indemnification obligation under this Section 8 if the Indemnified Party materially fails to comply with this Section and such material failure prejudices the Indemnifying Party’s defense of the Claim.

9. Termination and Suspension.

9.1. Either party may terminate any Order Form if the other party materially breaches any term of the Order Form or these Terms and the breach is not cured within 30 days after written notice is provided to the breaching party.

9.2. If ClickDimensions terminates an Order Form because of non-payment by Customer, all unpaid fees for the remainder of the Subscription Term are immediately due and payable.

9.3. ClickDimensions reserves the right to suspend access to the Services, at its sole discretion, if ClickDimensions determines in its reasonable discretion that Customer is misusing (e.g., SPAM) the Service in a way that adversely affects the reputation and deliverability of the overall ClickDimensions solution. ClickDimensions will use commercially reasonable efforts to notify Customer prior to any such suspension unless ClickDimensions reasonably determines: (a) it is prohibited from doing so under Applicable Law or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the Services or a third party. Under circumstances where notice is delayed, ClickDimensions will provide notice if and when the related restrictions in the previous sentence no longer apply.

9.4. ClickDimensions may adjust prices, availability levels, or other terms and conditions in order to meet its fiduciary and operational obligations when any Order Form is being renewed.

9.5. Upon any expiration or termination of an Order or these Terms, and upon expiration of the Subscription Term if the Order is not renewed for any reason, the rights and licenses granted hereunder will automatically terminate, and Customer will cease all further use of the Service. ClickDimensions will have no liability for any costs, losses, damages, or liabilities arising

out of or related to termination of any Order or these Terms. Upon expiration or termination of any Order or these Terms, ClickDimensions will destroy any Customer Data in the possession or under the control of ClickDimensions within 90 days (or earlier upon request) of the effective date termination or expiration, and ClickDimensions will have no other further obligation to maintain or provide access to any Customer Data. If and to the extent permitted by Applicable Laws, ClickDimensions may retain a copy of the Customer Data for the sole purpose of serving as evidence in the context of the establishment, exercise or defense of legal claim(s) or of complying with legal obligations under Applicable Law, which will be deleted or anonymized upon expiration of the applicable legal retention period. The provisions of Sections 4 (Customer Data), 6 (Fees; Payment Terms), 8 (Indemnification), this Section 9.5 (Effect of Termination), 10 (Limitation of Liability), and 11 (Confidentiality) will survive termination of these Terms.

10. Limitation of Liability.

10.1. SUBJECT TO SECTION 10.3 BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THESE TERMS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES, SOFTWARE AND DOCUMENTATION NECESSARY TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OF THE SERVICES.

10.2. SUBJECT TO SECTION 10.3 BELOW AND EXCEPT FOR CUSTOMER'S OBLIGATIONS TO PAY ALL AMOUNTS PROPERLY DUE AND OWING HEREUNDER, EACH PARTY'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND RELATED TO THE RELEVANT ORDER FORM SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY CUSTOMER TO CLICKDIMENSIONS UNDER SUCH ORDER FORM DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN CLICKDIMENSIONS AND CUSTOMER AND IS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE TO CLICKDIMENSIONS.

10.3. THE LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 10.1 AND 10.2 DO NOT APPLY TO LIABILITY ARISING FROM: (I) FRAUD OR WILLFUL MISCONDUCT; OR (II) A PARTY'S DUTY TO INDEMNIFY THE OTHER FOR THIRD-PARTY CLAIMS UNDER THIS AGREEMENT; OR (III) A BREACH OF A PARTY'S CONFIDENTIALITY, AND COMPLIANCE WITH LAW OBLIGATIONS UNDER THIS AGREEMENT; PROVIDED, HOWEVER, EACH PARTY'S LIABILITY FOR CLAIMS ARISING OUT OF A BREACH DESCRIBED IN THIS SECTION 10.3(III) SHALL NOT EXCEED THE GREATER OF TEN TIMES THE FEES PAID DURING 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE OR ONE MILLION DOLLARS.

11. Confidentiality.

11.1. Each recipient of Confidential Information (the "Recipient") agrees that it will not disclose, provide, or otherwise make available any Confidential Information of the other party (the "Disclosing Party") during the Subscription Term and for a period of 5 years thereafter, and in the case of Confidential Information that constitutes a trade secret under applicable law, for as long as such Confidential Information remains a trade secret. Each Recipient agrees that it will obtain a written confidentiality agreement from each third party (consultant or any other person) not governed by these Terms who is provided access to the Confidential Information of the Disclosing Party. In addition, each Recipient agrees that it will not: (i) use the Disclosing Party's

Confidential Information for any purpose beyond the scope of these Terms; (ii) copy any part of the Confidential Information or disclose any part of the Confidential Information to any third party other than Recipient's employees or consultants who need the information to perform their duties; (iii) authorize or permit any such employee or consultant to use or disclose any part of the Confidential Information in violation of these Terms; or (iv) produce any product nor offer any service of any nature whatsoever based in whole or in part on the Confidential Information nor cause or assist any third party in doing so.

11.2. The Recipient's obligations under these Terms will not apply to any portion of the Confidential Information that: (1) at the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of these Terms; (2) Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions; (3) Recipient subsequently acquires by lawful means from a third-party who is under no obligation of confidentiality or non-use owed to Disclosing Party; or (4) Recipient subsequently independently develops without any use of or reference to the Confidential Information.

11.3. If Recipient is legally compelled to disclose any portion of the Confidential Information in connection with a lawsuit or similar proceeding or to any governmental agency, Recipient will give Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Confidential Information that must be disclosed. Recipient will cooperate fully with Disclosing Party in obtaining a protective order or other appropriate protection relating to the disclosure and subsequent use of the Confidential Information. Recipient will disclose only that portion of the Confidential Information that is legally required to be disclosed.

12. Miscellaneous.

12.1. These Terms, together with the Order Form, represent the entire agreement of the parties with respect to the subject matter hereof, and supersede any prior or current understandings, whether written or oral. If there is a conflict between these Terms and an Order Form, these Terms will prevail. No document, purchase order, or any handwritten or typewritten text which purports to alter or amend these Terms will alter or amend any provision of these Terms, unless the parties both specify in writing that such terms or conditions control.

12.2. Any waiver, modification or amendment of any provision of these Terms or any Order Form will be effective only if in writing and signed by duly authorized representatives of both parties.

12.3. These Terms will be governed by the laws of the state of Georgia (excluding its choice of law rules).

12.4. Customer will not assign or otherwise transfer any of its rights or obligations under these Terms without the prior written consent of ClickDimensions. ClickDimensions may not withhold such consent in the case of an assignment by Customer of its rights and obligations to an entity that has acquired all, or substantially all of Customer's assets, or to an assignment that is part of a genuine corporate restructure. Any assignment in breach of this Section is void.

12.5. Customer and ClickDimensions will: (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption; (b) implement and maintain policies and procedures, including adequate procedures under applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, to ensure compliance with such laws and enforce them where appropriate; and (c) promptly report to the other any request or demand for any

undue financial or other advantage of any kind received in connection with the performance of these Terms.

12.6. Customer may not export or re-export, directly or indirectly, any Services, Documentation or confidential information to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations.

13. Glossary.

13.1. "Applicable Law" means all applicable laws, orders, regulations and other acts of all governmental authorities, foreign or domestic, having jurisdiction over these Terms or the activities of such party hereunder.

13.2. "Confidential Information" means all information or material which (i) gives the Disclosing Party a competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the Disclosing Party; or (ii) which is either (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the Recipient to be considered confidential and proprietary, or (C) from all the relevant circumstances would reasonably be assumed to be confidential and proprietary.

13.3. "Customer Data" means any electronic information stored in the Software database, including Personal Data.

13.4. "Documentation" means user documentation provided electronically by ClickDimensions for use with the Services, as periodically updated and located at <https://support.clickdimensions.com/hc/en-us/categories/115000187534-ClickDimensions-Knowledge-Base>.

13.5. "Order Form" means a document provided by ClickDimensions and signed by Customer that describes ClickDimensions' subscription service offering.

13.6. "Personal Data" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable data protection laws and regulations).

13.7. "Services" or "Service" means the hosted customer experience solutions identified in an Order Form, and any modifications periodically made by ClickDimensions.

13.8. "Subscription Term" means the period of time during which ClickDimensions is required to provide Customer with the Services.