

## SUBSCRIPTION TERMS

THIS SUBSCRIPTION AGREEMENT (THIS "AGREEMENT") GOVERNS THE USE OF THE SERVICES. BY CLICKING YOUR ACCEPTANCE WHERE INDICATED AND/OR BUYING AND USING THE SERVICES, YOU AGREE THAT YOU ARE AUTHORIZED BY CUSTOMER TO BIND IT TO THIS AGREEMENT AND ARE AGREEING FOR CUSTOMER TO BE BOUND BY ITS TERMS. CUSTOMER SHOULD NOT USE THE SERVICES IF IT DOES NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS BETWEEN CUSTOMER AND THE COMPANY.

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN THE LEGAL TERMS AND CONDITIONS THAT YOU AND THE CUSTOMER AGREE TO WHEN YOU USE THE SERVICES. PLEASE ALSO REVIEW THE DOCUMENTS PROVIDED ON COMPANY'S LEGAL WEBPAGE, APPRIVER.COM/TERMS, EACH OF WHICH IS INCORPORATED HEREIN BY REFERENCE. BY CLICKING YOUR ACCEPTANCE WHERE INDICATED AND/OR BUYING AND USING THE SERVICES YOU AGREE THAT CUSTOMER WILL BE BOUND BY THE TERMS OF THOSE DOCUMENTS, AS APPLICABLE, INCLUDING THE DATA PROCESSING AMENDMENT ("DATA PROCESSING AMENDMENT" OR "DPA"), PRIVACY POLICY, AND BUSINESS ASSOCIATE AGREEMENT ("BUSINESS ASSOCIATE AGREEMENT" OR "BAA") PROVIDED ON THE LEGAL WEBPAGE.

COMPANY RESERVES THE RIGHT TO MODIFY OR CHANGE PRICING AND ANY OF THE TERMS OF THIS AGREEMENT AT ANY TIME BY POSTING THE REVISED TERMS OF THE AGREEMENT WITH A BANNER NOTIFICATION ON THE COMPANY WEBSITE AND/OR BY SENDING AN EMAIL TO THE LAST EMAIL ADDRESS THAT THE CUSTOMER HAS GIVEN TO THE COMPANY. CUSTOMER AGREES TO BE BOUND ON A GO FORWARD BASIS TO ANY CHANGES TO THIS AGREEMENT WHEN YOU USE THE SERVICES AFTER CUSTOMER HAS BEEN NOTIFIED OF SUCH REVISED TERMS OF THE AGREEMENT AS SPECIFIED HEREIN AND IN THIS RESPECT, ANY SUCH CHANGE SHALL BE EFFECTIVE IMMEDIATELY WITH RESPECT TO ANY NEW CUSTOMER AND AT THE START OF ANY NEXT RENEWAL PERIOD FOR ANY EXISTING CUSTOMER.

Any capitalized term used in this Agreement will have the meaning given to it in Section 19 and if it is not in Section 19, when first defined in the Agreement.

### 1. Company Responsibilities.

Company will make the Services available to the Customer pursuant to this Agreement. Subject to the terms and conditions of this Agreement, Company hereby grants Customer a non-exclusive, non-transferable, non-assignable, non-cancellable, non-refundable (except as explicitly set forth herein), and non-sublicenseable right to use the Services solely for Customer's own internal business purposes for the Term and according to the license usage limits (i.e., number of users) as set forth in an Order Form.

Company will be responsible for the performance of its personnel and their compliance with the Company's obligations under this Agreement.

Company will provide technical assistance to Customer for support issues related to the Services on a 24/7/365 basis as described on the Legal Webpage. Customer (and/or a third-party agent which is making the Services available to Customer) will be able to open support tickets from within Company's support portal or may reach Company support by dialing the phone number made available to Customer (or to the applicable third-party agent).

If Company hosts the Services, then it shall provide access according to the service level agreement provided on the Legal Webpage (the "SLA").

Certain operations of the Services are audited annually by an independent auditing firm and such products and operations has SOC 2 for Type 2 report accreditation. Customer agrees (i) to accept the accounting firm's report, which are available by contacting Company, as reasonable assurance that the Services operate at the requisite level of security, availability, integrity, and confidentiality, and will not require additional customer-initiated audits or questionnaires covering areas addressed by this certification and (ii) that the information in such reports is confidential and shall not be disclosed without the prior written consent of Company. Otherwise, Company will use commercially reasonable appropriate administrative, technical, organizational and physical security measures for the Services.

Information about the Company privacy program can be found at the Security and Privacy Center Webpage. Customer acknowledges that this information satisfies its diligence requirements and it will not require additional questionnaires covering the topics addressed.

### 2. Additional Privacy and Data Protection Terms.

As between Customer and Company, Customer owns and controls all right, title and interest in and to Customer data. Company will abide by the Data Processing Amendment, the terms of which are incorporated into this Agreement by this reference, and Privacy Policy that are both available on the Legal Webpage. The Customer acts as data controller and Company as data processor. Company will use and process Personal Data solely in accordance with Customer's instructions specified in this Agreement.

Company will comply with the applicable privacy laws and regulations of the hosting jurisdiction, including as applicable, the requirements of European Economic Area data protection law, the UK Data Protection Act 1998, and the General Data Protection Regulation (Regulation (EU) 2016/679). Company may process, transfer or copy data in the United States or other countries or jurisdictions outside of the country where it was collected.

To the extent applicable, Company's Business Associate Agreement under the U.S. Health Insurance Portability and Accountability Act (HIPAA) governs the provision and use of the Services. In addition, Company security measures are consistent with the requirements of the U.S. Gramm-Leach-Bliley Act (if applicable to you).

Customer acknowledges that it authorizes the Company to access existing user data and accounts of the Services to respond to technical problems, answer queries, and maintain the operation of the Services ("User Access"). Customer further acknowledges that Company may authorize a third party agent (e.g., a Services reseller) used by the Customer to have User Access. Accordingly, Customer hereby expressly agrees and acknowledges that each time Company provides a third party agent used by the Customer with any such User Access during the Term: (a) that Customer has taken, and will continue to take, all steps necessary to ensure that the User Access is with user consent; and (b) Customer agrees to indemnify and hold Company harmless from any losses resulting from any claim against Company relating to or based upon or arising from User Access by a third party agent used by the Customer.

Notwithstanding other provisions in this Agreement, Company owns: (i) the aggregated or anonymized data derived from customer use of the Services, including, without limitation, utilization statistics, reports, logs, and information regarding spam, viruses or other malware processed by the Services; and (ii) all data associated with the identification of malicious code, such as that which may perpetuate data breaches, malware infections, cyberattacks or other threat activity; and Company may process such data for its business purposes and share it with affiliates and third parties.

### **3. Limited Warranty.**

Company warrants that such Services shall materially conform with its Documentation during the Term. If Company is unable to remedy a material performance deficiency, you may terminate your subscription upon 30 days' written notice to Company. As your sole remedy, Company shall refund a pro rata portion of your prepaid subscription fees for the remainder period of the Term following the later of the effective date of termination or the date you cease using the Services.

### **4. Third Party Terms and Service Specific Terms.**

Customer may use the Services in connection with Third-Party Offerings being procured from a Vendor through the Company. Any such use by Customer, and any related exchange of data, is solely between Customer and the applicable Vendor. Customer agrees that (i) all warranties, terms and conditions relating to Third-Party Offerings shall be governed by the standard terms and conditions of such Vendor (unless otherwise agreed in writing), which may be set forth at the Legal Webpage and/or the Vendor's website (as updated from time to time); and (ii) Customer is responsible for obtaining from Vendor any additional agreements needed to comply with law (e.g., a data protection agreement or business associate agreement). Company does not warrant or maintain Vendor services or offerings, whether or not they are designated preferred or marketed by Company.

Customer may also use Services of the Company that require service-specific terms. Customer agrees to be bound by the terms and conditions applicable to such Services, which are incorporated into this Agreement by this reference as applicable and set forth at the Legal Webpage.

### **5. Customer Obligations and Restrictions on Use.**

Customer will be solely responsible for its use of the Services, including the activities of any one who obtains access to Customer's password due to actions or inactions by Customer, and will not do the following: (1) copy, distribute, rent, lease, transfer or sublicense all or any portion of the Services to any party; (2) use the Services to send unsolicited bulk mail messages; (3) intentionally misidentify itself; (4) modify or prepare derivative works of the Services; (5) use the Services (other than for Customer's internal use) in any commercial context or for any commercial purpose or in any commercial product including reselling the Services; (6) use the Services in any manner that threatens its integrity, performance or availability (e.g., "denial of service" attacks or introducing a virus or malware); (7) circumvent the user authentication or security of the Services host or network; (8) reverse engineer, decompile, or disassemble the Services; (9) use the Services to help design a competing or similar service or conduct unauthorized for-profit consulting work; (10) modify or remove the branding used in conjunction with the Services; (11) use the Services in connection with any country subject to an embargo or sanctions program administered under the law applicable to this agreement; or (12) violate or circumvent applicable law.

Customer agrees to take reasonable steps to prevent unauthorized access to the Services, including by protecting Customer's (and Customer's employees' and agents') passwords and other log-in information. Customer shall notify Company immediately if Customer knows of or suspects unauthorized use of the Services or breach of its security and Company shall have a right to suspend a User Access for any of these activities.

Customer shall be responsible for its connection to the Internet, maintaining a valid IP address to use the Services, and ensuring that their email is directed through the Services by making and maintaining the appropriate configuration settings.

Customer acknowledges that the Services are subject to U.S. export control laws and other applicable export and import laws and Customer shall not use or disseminate the Services or any aspect thereof in violation of such laws (more information is available at the Legal Webpage).

If Customer is a U.S. Government entity, the following notice applies: The Services are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions: if supplied to the Department of Defense, the Services are "Commercial Computer Software"; if the Services are supplied to any other government unit or agency, the government's rights in the Services are defined in FAR 52.227-19(b), but if the Services are supplied to NASA, the government's rights are defined in of the NASA FAR supplement 1852.227-86(d).

If Company knows or suspects that Customer (or Customer's employees or agents) has violated the requirements of this Section 5, Company may immediately suspend Customer's (and/or Customer's employees' and agents') access to the Services without advanced notice, in addition to other remedies Company may have. Customer shall ensure that all usage is within its subscription usage limits, and must purchase additional subscriptions within thirty (30) of receiving notice of excessive usage.

## **6. Subscription.**

Subscription options include various Subscription periods. Unless written notice is provided by one party to the other of non-renewal at least 30 days prior to the renewal date, the Term will automatically extend for the same amount of time as the prior period (each, a "renewal period"). The Services are generally billed at the start of each Subscription period for the initial period or any renewal period.

Where and if permitted by Company, a Prospective Customer or other partner may use the Services to allow for a thorough evaluation (the "Trial"). Unless Prospective Customer or other partner completes and submits an Order Form to Company electing to convert the Trial to a paid subscription within the Trial period, the Services will be shut off after the Trial period has expired. Not all Services include a Trial, and it is only available at the Company's discretion. During a Trial, Prospective Customer or partner will be given the opportunity to review and select available Subscription options.

## **7. Fees and Payments.**

Customer acknowledges and agrees that Customer is responsible for paying the fee that applies for each period during which the Term continues and the fee is due prior to the next renewal period of the Term. The Customer acknowledges and agrees that for any multi-year Subscription, the annual subscription fees are either (a) due up front for the entire subscription; or (b) are due and payable for each year upfront on the anniversary of the Subscription (i.e., second year fees are due on the first anniversary). All fees are non-cancellable and non-refundable (except as explicitly set forth herein). Upon Customer entering into this Agreement with Company and giving Company Customer's credit card information, Customer agrees that Company may, and is authorized to, charge Customer's credit card account for payment in advance in the correct amount, which payment may vary from time to time as provided in this Agreement, for each recurring period of this Agreement. Such credit card payment is not available for all products. If Company does not receive payment for Customer's account, as required, Company may terminate Customer's account. Customer's payment reconfirms Customer's consent to be bound by the terms of this Agreement. Fees are exclusive of any applicable sales, use, import or export taxes, duties, fees, value-added taxes, tariffs, wire or payment transfer fees, or other amounts attributable to Customer's execution of this Agreement or use of the Services (collectively, "Sales Taxes"). Customer shall be solely responsible for the payment of any wire and payment transfer fees and Sales Taxes, provided that if any such fee or withholding tax is deducted or levied, then Customer shall gross up the sums paid to Company so that the amount received by Company after the withholding tax is deducted is the full amount Company would have received if no withholding or deduction had been made. In the event Company is required to pay Sales Taxes on Customer's behalf, Customer shall promptly reimburse Company for all amounts paid. In the event that Customer is subject to invoice payments, then all such amounts shall be paid to Company within thirty (30) days of the date of the invoice. Fees not paid when due shall be subject to a late fee equal to one and one half percent (1.5%) of the unpaid balance per month or the highest monthly rate permitted by applicable law, whichever is greater. As a further remedy for non-payment, Company reserves (among other rights and remedies) the right to suspend access to the Services. Amounts payable to Company shall continue to accrue during any period of suspension and must be paid as a condition precedent to reactivation, which reactivation is at the sole discretion of Company.

## **8. Termination.**

The Term of this Agreement will continue until terminated as expressly set forth herein or until the Subscription is not renewed pursuant to Section 6. A party may terminate this Agreement due to the other party's material breach hereof upon thirty (30) days written notice and opportunity to cure. Upon the effective termination date, Customer will no longer have access to, or be able to use, the Services and all fees due hereunder shall immediately become payable.

## **9. Ownership**

Customer acknowledges that the Services are the proprietary and exclusive property of Company and/or the third-party Vendor. Company and/or third-party Vendor and their licensors retain all rights, title and interest in and to all patents, copyrights, trade secrets, trademarks and other intellectual property rights in the Services. Customer shall not acquire hereunder any right, title, or interest in the Services, except the right to use the Services in accordance with Section 1 of this Agreement.

## **11. Confidentiality.**

The Customer and Company agree to reasonably assure protection of the other party's trade secrets and other business confidential information ("Confidential Information"), which Confidential Information includes, but is not limited to, any and all source code used to provide the Services and concepts relating to such source code and all designs, diagrams, flow charts and documentation relating to any such source code, product and Services roadmap information, and pricing and related business information. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent compelled by law to do so, provided the Receiving Party provides the Disclosing Party with prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part

of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **12. Modifications to Services.**

Company reserves the right to modify the features and functionality of the Services with the objective of providing Customer with equal or enhanced services. These updates shall include a subsequent release or version of the Services containing functional enhancements, error corrections or fixes that are generally made available free of charge to Company's customers that have contracted for the appropriate level of Services. Updates shall not include any release, option, product, or feature which Company licenses separately or which is not included as part of the Services.

## **13. Warranty Disclaimers.**

CUSTOMER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SERVICES FOR ITS REQUIREMENTS. EXCEPT AS OTHERWISE EXPLICITLY PROVIDED HEREIN, THE SERVICES ARE BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S BUSINESS OR LEGAL REQUIREMENTS, THAT ANY SPECIFIC MESSAGE WILL BE DELIVERED TO A RECIPIENT, OR THAT THE SERVICES WILL FIND AND CORRECTLY CATEGORIZE ALL SPAM, MALWARE, OR FILTER WORDS, PHRASES, OR NUMBERS. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES AS TO NON-INFRINGEMENT, RELATED TO THE SERVICES SUPPLIED. SOME STATES AND COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER.

## **14. Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY'S (AND ITS SUPPLIERS' AND VENDORS') ENTIRE MAXIMUM AGGREGATE LIABILITY UNDER, FOR BREACH OF, OR ARISING OUT OF, THIS AGREEMENT TO CUSTOMER OR ANY OTHER PERSON, IS LIMITED TO THE AMOUNT ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICES DURING THE SUBSCRIPTION PERIOD IN WHICH THE EVENT GIVING RISE TO ANY LIABILITY OCCURRED AND WITH RESPECT TO TRIALS IS LIMITED TO THE FEE AMOUNT FOR A ONE-MONTH SUBSCRIPTION PERIOD. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL COMPANY (OR ITS SUPPLIERS OR VENDORS) BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR COVER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSSES OR EXPENSES RELATING TO INTERRUPTION OF BUSINESS ACTIVITIES, LOSS OF DATA OR THE COSTS OF PROCURING SUBSTITUTE GOODS, WHETHER OR NOT COMPANY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS LIMITATION OF LIABILITY APPLIES TO ALL OF OUR AGREEMENTS WITH YOU THAT RELATE TO THE SERVICES NOTWITHSTANDING ANY CONTRARY WORDING.

## **15. Indemnification.**

Provided that Customer gives Company prompt notice of, and complete control over, a legal action or claim that the Company Services infringes any patent of any third party, Company will do one or more of the following during the Term at its sole option and expense: (i) defend, indemnify and hold Customer harmless from that legal action or claim with Company's choice of counsel; or (ii) procure for Customer the right to use the Company Services without infringing any patent of any third party; or (iii) modify the Company Services, without impairing in any material respect their functionality or performance, so that use of them does not infringe any patent of any third party; or (iv) refund to Customer the portion of the fees paid under this Agreement that relates to the period during which the claim of infringement prevented use of the Company Services. Company's obligations under this section do not apply if the alleged infringement arose from: (a) modification of the Services, unless that modification was approved in writing by Company; or (b) use of the Services in combination with third party products, software, or services; or (c) use of the Services not in accordance with this Agreement; or (d) use of the Services after Company recommended that Customer stop use because of possible or actual infringement of any patent of any third party; or (e) use of a superseded or altered release of Services if the infringement would have been avoided by use of a current or unaltered release made available to Customer. Customer agrees to indemnify and hold Company harmless from any losses arising from claims or demands (including, but not limited to, attorney's fees) relating to the Company Services that are attributable to any violation of Section 5 Customer Obligations and Restrictions on Use.

## **16. Force Majeure.**

If the performance of this Agreement or any obligation (other than one for money owed) is prevented, delayed or interfered with by a Force Majeure Event, the party affected by the Force Majeure Event is excused on a day-by-day basis to the extent of the interference, but only if the Force Majeure Event is beyond the reasonable control of the party claiming it and without that party's fault or negligence. The obligations of the party not claiming the Force Majeure Event are also excused on a day-by-day basis.

## **17. Choice of Law & Venue.**

This Agreement will be governed by, construed and interpreted in accordance with, and the parties consent to exclusive jurisdiction and venue in the courts sitting in the substantive laws of, the state and city headquartered by the AppRiver Group entity responsible for providing the Services hereunder (ignoring principles of conflicts of laws), with the exclusion of the Vienna Convention on the International Sale of Goods dated 11 April 1980. Each party waives all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on any party in the manner authorized by applicable law or court rule. In the event the relevant Territory is outside the United States, then the parties

agree that any controversy, claim or dispute that cannot be so resolved will be settled by final binding arbitration in accordance with the then-current Rules of Arbitration of the International Court of Arbitration of the International Chamber of Commerce except, if permitted under those rules, there will be only one arbitrator. Judgment may be entered in any court. Such arbitration will be held in the same location as the applicable court venue under this Agreement, and shall be in English.

## 18. General.

Any party entering into this Agreement on behalf of another party hereby represents and warrants that such action was and is being taken with full authority. The waiver by either party of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision or of any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the enforceability or validity of the remaining provisions. In any action by Company to enforce payment or collection under this Agreement, Company will be entitled to recover its reasonable attorneys' fees, arbitration costs and other expenses from Customer. This Agreement (including any confidentiality provisions), the Order Form, and any fee schedule, constitute the complete agreement between Customer and Company concerning the subject matter hereof and supersede any prior proposal, agreement, or communication, oral or written, pertaining to such subject matter. There are no inducements to enter into this Agreement which are not set forth herein. Customer may not assign this Agreement or any associated transactions without the written consent of Company. In the event of a breach by a party of its obligations hereunder, the non-breaching party may seek injunctive or other equitable relief without the necessity of posting bond. If Customer obtained the Services in Canada, then Customer agrees to the following: The parties hereto have expressly required that the present Agreement be drawn up in the English language. Les parties aux présentes ont expressément exigé que la présente convention et ses Annexes soient rédigées en langue anglaise. The English version controls.

## 19. Definitions.

- a. **"Affiliate"** means any entity that controls, is controlled by or is under common control with a party, where the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity through ownership of more than fifty percent (50%) of its voting or equity securities, contract, voting trust or otherwise.
- b. **"Company"** means an AppRiver Group entity that provides the applicable service.
- c. **"Customer"** means you or the entity you represent that is purchasing the Services and agreeing to the terms of this Agreement.
- d. **"Disclosing Party"** means a party to this Agreement that discloses Confidential Information to the other party.
- e. **"Documentation"** means the online user guide information for the Services published on the Website and this Agreement.
- f. **"Force Majeure Event"** means: (a) acts of God, such as fire, flood, earthquake or other natural causes; (b) terrorist events, riots, insurrections, war or national emergency; (c) judicial, legal or other action of a governmental authority, which action makes performance impossible, (d) strikes, lockouts, or other labor difficulties or (e) any other event outside of the reasonable control of a party. However, a Force Majeure Event shall not include the obligation on the part of the Customer to make a payment.
- g. **"Legal Webpage"** means [www.appriver.com/terms](http://www.appriver.com/terms).
- h. **"Order Form"** means the order form setting forth such order information as the contact information of the Customer, the service (or services) selected, the number of users permitted, the amount and method of payment, and the dates of the initial Term (or initial Terms).
- i. **"Prospective Customer"** means an individual or entity that is taking advantage of Company's 30-day free trial period.
- j. **"Receiving Party"** means the party receiving Confidential Information from the other party.
- k. **"Security and Privacy Center Webpage"** means [www.appriver.com/privacy-security-center](http://www.appriver.com/privacy-security-center).
- l. **"Services"** means, collectively each product and service offering of the Company and each product and service offering that is proprietary to Vendors ("Third Party Offerings") that is provided to Customer by Company pursuant to the terms of this Agreement.
- m. **"Subscription"** means the purchase of a right to use the Services for some period.
- n. **"Term"** means the initial period of the Subscription (purchased by Customer) as set forth in an Order Form and any subsequent extensions or renewal periods.
- o. **"Vendor"** means a third-party manufacturer or provider whose proprietary offering is being procured, subject to such Vendor's terms and conditions.
- p. **"Website"** means the applicable proprietary website of Company.
- q. **"AppRiver Group"** means AppRiver, LLC, including any of its affiliates, separately and individually, including any such entities successors or assigns.