

This Vantage Agreement (the "Agreement") is a legal agreement made and entered into by and between VNTG, Inc. a Delaware corporation, with its principal offices in New York City ("Vantage") and the entity or person agreeing to these terms ("Customer").

This Agreement is effective as of the date Customer clicks to accept the Agreement (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that: (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement.

If you do not have the legal authority to bind Customer, please do not click to accept. This Agreement governs Customer's access to and use of the Services.

1. Provision of the Services 1.1. Services Use. Subject to this Agreement, during the Term, Customer may: (a) use the Services as described herein and in the Acceptable Use Policy, (b) integrate the Services into any Application that has material value independent of the Services, and (c) use any product provided by Vantage as part of the Services. Customer may not transfer these rights except as permitted under the Assignment section of the Agreement.

1.2. Console. Vantage will provide the Services to Customer. As part of receiving the Services, Customer will have access to the Console, through which Customer may administer the Services.

1.3. Facilities. All facilities used to store and process an Application and Customer Data will adhere to reasonable security standards.

1.4. Accounts. Customer must have an Account to use the Services and is responsible for the information it provides to create the Account, including its password; and any use of its Account. If Customer becomes aware of any unauthorized use of its password or Account, Customer will notify Vantage as promptly as possible. Vantage has no obligation to provide Customer with multiple Accounts. Vantage has no obligation to issue credits or refunds to Customer for unauthorized use of Customer's Account.

1.5. Subscription Tiers. Customer will select a Subscription Tier to enroll in at the time of sign up. Each Subscription Tier has access to certain free Services. Customers subscribed to paid Subscription Tiers may access additional features as outlined on the pricing page.

1.6. New Applications and Services. Vantage may: (i) make new applications, tools, features, or functionality available from time to time through the Services; and (ii) add new services to the "Services" definition from time to time.

1.7. Modifications. To the Services. Vantage may make commercially reasonable updates to the Services from time to time. If Vantage makes a material change to the Services, Vantage will inform Customer. To the Agreement. Vantage may make changes to this Agreement (including linked documents) from time to time. Unless otherwise noted by Vantage, material changes to the Agreement will become effective 30 days after they are posted, except if the changes apply to new functionality, in which case they will be effective immediately. Vantage will provide at least 15 days' notice for pricing changes when possible. If Customer does not agree to the revised

Agreement, Customer must stop using the Services. Usage of the Services will constitute acceptance of the revised Agreement. Vantage will post any modification to this Agreement on this Terms of Use page.

1. Payment Terms 2.1. Free Services. Certain Services are provided to Customer without charge as set forth on the Pricing page at <https://vantage.sh/pricing>

2.2. Fees and Invoicing. Customers may subscribe to monthly or annual subscriptions as set forth on the Pricing page. Customers will be responsible for paying all Subscription Tier fees. If required under applicable law, Customers may be asked to provide authentication for online payments; failure to provide such authentication may result in delinquent payments. All invoices are due upon issuance. Monthly and Annual Subscriptions. Vantage issues electronic invoices on the 1st of each calendar month for all monthly Subscription Fees. If Customer signs up for or upgrades its account, electing to pay for a monthly Subscription Fee, Customer will be invoiced immediately for a prorated Subscription Fee Period for the remainder of the calendar month. For monthly subscriptions, Customer will be invoiced for the full Subscription Fee Period on the 1st of all subsequent months, beginning with the following calendar month, until Customer cancels its subscription or switches to an annual subscription. If Customer signs up for or upgrades its account, electing to pay for an annual Subscription Fee, Customer will immediately be invoiced for the full annual Subscription Fee Period, beginning on Customer's sign-up date. Customer will be invoiced for future Subscription Fee Periods on the same date as its initial sign-up for subsequent years, until Customer cancels its annual subscription or switches to a monthly subscription.

Payment of Fees. If Customer elects to pay by credit card, debit card, or wire transfer, Vantage will charge Customer for all Fees immediately upon issuance of an invoice. Vantage may at its discretion enter into a special agreement to allow for Customer to pay invoices on a different schedule. Customer's obligation to pay all Fees is non-cancellable. Vantage's calculation of Customer's use of the Services is final. Vantage has no obligation to provide multiple invoices. Payments made via wire transfer must include the bank information provided by Vantage.

Automatic renewal. All Subscriptions automatically renew at the end of the Subscription Fee Period, at which time the Customer will be automatically invoiced for the upcoming Subscription Fee Period. If Customer wishes to discontinue using Vantage, Customer must cancel its Subscription before the start of the upcoming Subscription Fee Period. Customer may cancel its Subscription in the Console.

2.3. Taxes. Customer is responsible for any Taxes, and Customer will pay Vantage for the Services without any reduction for Taxes. If Vantage is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Vantage with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. In some states, the sales tax is due on the total purchase price at the time of sale and must be invoiced and collected at the time of the sale. If Customer is required by law to withhold any Taxes from its payments to Vantage, Customer must provide Vantage with an official tax receipt or other appropriate documentation to support such withholding. If under the applicable tax legislation the Services are subject to local VAT, and the Customer is required to make a withholding

of local VAT from amounts payable to Vantage, the value of Services calculated in accordance with the above procedure will be increased (grossed up) by the Customer for the respective amount of local VAT and the grossed up amount will be regarded as a VAT inclusive price. Local VAT amount withheld from the VAT-inclusive price will be remitted to the applicable local tax entity by the Customer and Customer will ensure that Vantage will receives payment for its services for the net amount as would otherwise be due (the VAT inclusive price less the local VAT withheld and remitted to applicable tax authority). If required under applicable law, Customer will provide Vantage with tax identification information that Vantage may require to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse Vantage for) any taxes, interest, penalties, or fines arising out of any misdeclaration by the Customer.

2.4. Invoice Disputes & Refunds. Any invoice disputes must be submitted within 30 days after an invoice is issued. If the parties determine that certain billing inaccuracies are attributable to Vantage, Vantage will not issue a corrected invoice, but will instead issue a credit notice specifying the incorrect amount in the affected invoice. To the fullest extent permitted by law, Customer waives all claims relating to Fees unless claimed within 30 days after being charged (this does not affect any Customer rights with its credit card issuer). Refunds (if any) are at the discretion of Vantage and will only be in the form of credit for the Services. Nothing in this Agreement obligates Vantage to extend credit to any party.

2.5. Delinquent Payments; Suspension. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Vantage in collecting such delinquent amounts. If Customer is late on payment for the Services, Vantage may Suspend the Services or terminate the Agreement.

2.6. No Purchase Order Number Required. For clarity, Customer is obligated to pay all applicable Fees without any requirement for Vantage to provide a purchase order number on Vantage's invoice (or otherwise).

1. Customer Obligations 3.1 Compliance. Customer is solely responsible for its Applications and Customer Data and for making sure its Applications and Customer Data comply with the Acceptable Use Policy ("AUP") at <https://vantage.sh/terms-of-service>. Vantage reserves the right to review the Application and Customer Data for compliance with the AUP. Customer is responsible for ensuring all Customer End Users comply with Customer's obligations under the AUP and the restrictions in Sections 3.3 and 3.5 below.

3.2. Privacy. Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement and the Privacy Policy.

1. Suspension 4.1. AUP Violations. If Vantage becomes aware that Customer's or any Customer End User's use of the Services violates the AUP, Vantage will give Customer notice of the violation by requesting that Customer correct the violation and Vantage may Suspend all or part of Customer's use of the Services until the violation is corrected.

4.2. Other Suspension. Notwithstanding Section 4.1 (AUP Violations), Vantage may immediately Suspend all or part of Customer's use of the Services if: (a) Vantage believes Customer's or any Customer End User's use of the Services could adversely impact the Services, other Customers' or

other Customer's End Users' use of the Services, or the Vantage network or servers used to provide the Services; (b) there is suspected unauthorized third-party access to the Services; (c) Vantage believes it is required to Suspend the Services immediately to comply with applicable law. Vantage will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, unless prohibited by applicable law, Vantage will notify Customer of the basis for the Suspension as soon as is reasonably possible.

1. Intellectual Property Rights; Use of Customer Data; Feedback; Benchmarking

5.1. Intellectual Property Rights. Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application (if applicable), and Vantage owns all Intellectual Property Rights in the Services. As to the Intellectual Property Rights in Vantage Data, Customer acknowledges that Vantage Data and its component parts were developed, compiled, prepared, revised, selected, and arranged by Vantage, or any of its respective affiliates, through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, money and originality and that they constitute valuable intellectual property and trade secrets of Vantage or any of its respective affiliates.

5.2. Use of Customer Data. Vantage will not access or use Customer Data, except as necessary to provide the Services and TSS to Customer. For more information, see the Vantage Privacy Policy.

5.3. Customer Feedback. If Customer provides Vantage Feedback about the Services, then Vantage may use that information without obligation to Customer, and Customer hereby irrevocably assigns to Vantage all right, title, and interest in that Feedback.

5.4. Benchmarking. Customer may not publicly disclose, directly or through a third party, the results of any comparative or compatibility testing, benchmarking, or evaluation (each, a “Test”) of the Services, unless the disclosure includes all information necessary for Vantage or a third party to replicate the Test and includes the right to use the information necessary to replicate the Test. If Customer conducts, or directs a third party to conduct, a Test of the Services and publicly discloses the results, directly or through a third party, then Vantage (or an Vantage-directed third party) may conduct Tests of any publicly available products or services provided by Customer and publicly disclose the results of any such Test (which disclosure will include all information necessary for Customer or a third party to replicate the Test). To the extent this Section 5.4 conflicts with any other Customer product or service terms, this Section 5.4 will govern.

1. Technical Support Services 6.1. By Customer. Customer is responsible for technical support of its Applications.

6.2. By Vantage. Vantage may provide Technical Support Services to Customers. Target response and resolution times are on a “best effort” basis.

1. Deprecation Policy Vantage will make commercially reasonable efforts to announce to Customer if it intends to discontinue or make backwards incompatible changes to any Services. Vantage will use commercially reasonable efforts to continue to operate those Services or features to be deprecated, unless (as Vantage determines in its reasonable good faith judgment):(i) required by law or third-party relationship (including if there is a change in applicable law or relationship), or(ii) doing so could create a security risk or substantial economic or material technical burden.
2. Confidential Information 8.1. Obligations. Neither Customer nor Vantage (the “recipient”), when receiving information from the other party, will disclose any Confidential Information, except to Affiliates, employees, or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient

will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep it confidential.

8.2. Required Disclosure. Notwithstanding any provision to the contrary in this Agreement, the recipient may also disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient uses commercially reasonable efforts to: (i) promptly notify the other party of such disclosure before disclosing; and (ii) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (i) and (ii) above will not apply if the recipient determines that complying with (i) and (ii) could: (a) result in a violation of Legal Process; (b) obstruct a governmental investigation; and/or (c) lead to death or serious physical harm to an individual. As between the parties, Customer is responsible for responding to all third-party requests concerning its use and Customer End Users' use of the Services.

1. Term and Termination 9.1. Agreement Term. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated as set forth in this Section 9.

9.2. Termination for Breach. Either party may terminate this Agreement for breach if: (i) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches. In addition, Vantage may terminate any, all, or any portion of the Services, if Customer meets any of the conditions in Section 9.2(i), (ii), and/or (iii).

9.3. Termination for Convenience. Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time via the Console and upon termination, must cease use of the applicable Services at the end of Customer's Subscription Term. Vantage may terminate this Agreement for its convenience at any time without liability to Customer.

9.4. Effect of Termination. If the Agreement is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees owed by Customer to Vantage are immediately due upon receipt of the final electronic invoice; (iii) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

1. Publicity. Customer is permitted to state publicly that it is a customer of the Services and to display Vantage Brand Features in connection with its use of the Services. Vantage may include Customer's name or Brand Features in a list of Vantage customers, online or in promotional materials. Vantage may also verbally reference Customer as a customer of the Services. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use its Brand Features under this Section with written notice to the other party and a reasonable period to stop the use.
2. Representations and Warranties Each party represents and warrants that: (a) it has full power and authority to enter into the Agreement; and (b) it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. Vantage warrants that it will provide the Services in accordance with the applicable SLA (if any).
3. Warranties and Disclaimers EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL SERVICES IS PROVIDED "AS IS" AND ALL REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED (BY COMMON LAW, STATUTE OR OTHERWISE), IN RELATION TO THE SERVICES ARE HEREBY EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, VANTAGE DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND MAKE NO WARRANTY OF ACCURACY, COMPLETENESS, TIMELINESS,

FUNCTIONALITY, RELIABILITY OR SPEED OF DELIVERY OF THE SERVICES. Vantage does not warrant that Vantage Services will be uninterrupted, error free, or completely secure. Vantage expressly disclaim any liability for any loss or injury caused in whole or in part by negligence or any other error made by human or machine concerning the production, compilation, or distribution of Vantage Services. Customer expressly assumes the entire risk for the results and performance of Vantage Services.

4. Limitation of Liability 13.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOT VANTAGE, NOR ITS RESPECTIVE AFFILIATES, WILL BE LIABLE FOR LOST REVENUES OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF CUSTOMER OR CUSTOMER'S END USERS KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE.

13.2. Limitation on Amount of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO VANTAGE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

13.3. Exceptions to Limitations. These limitations of liability do not apply to violations of a party's Intellectual Property Rights by the other party, indemnification obligations, or Customer's payment obligations.

1. Indemnification 14.1. By Customer. Unless prohibited by applicable law, Customer will defend and indemnify Vantage against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from: (i) any Application, Customer Data or Customer Brand Features; or (ii) Customer's, or Customer End Users', use of the Services in violation of the AUP. Customer will indemnify and hold harmless Vantage against all claims or demands by and liabilities to third parties, including, without limitation, reasonable attorneys' fees, arising from or in connection with Customer's breach of any of its representations, warranties or covenants in this Agreement and Customer's use of the data or Services not in accordance with this Agreement.

14.2. By Vantage. Vantage will defend and indemnify Customer and its Affiliates against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising solely from an Allegation that use of (a) Vantage's technology used to provide the Services or (b) any Vantage Brand Feature infringes or misappropriates the third party's patent, copyright, trade secret, or trademark.

14.3. Exclusions. This Section 14 will not apply to the extent the underlying Allegation arises from: the indemnified party's breach of this Agreement; modifications to the indemnifying party's technology or Brand Features by anyone other than the indemnifying party; combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party; or use of non-current or unsupported versions of the Services or Brand Features;

14.4. Conditions. Sections 14.1 and 14.2 will apply only to the extent: (a) The indemnified party has promptly notified the indemnifying party in writing of any Allegation(s) that preceded the Third-Party Legal Proceeding and cooperates reasonably with the indemnifying party to resolve the Allegation(s) and Third-Party Legal Proceeding. If breach of this Section 14.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 14.1 or 14.2 (as applicable) will be reduced in proportion to the prejudice. The indemnified party tenders sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from

taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

14.5. Remedies. If Vantage reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Vantage may, at its sole option and expense: (a) procure the right for Customer to continue using the Services; (b) modify the Services to make them non-infringing without materially reducing their functionality; or (c) replace the Services with a non-infringing, functionally equivalent alternative. If Vantage does not believe the remedies in Section 14.5(a) are commercially reasonable, then Vantage may Suspend or terminate Customer's use of the impacted Services.

14.6. Sole Rights and Obligations. Without affecting either party's termination rights, this Section 14 states the parties' only rights and obligations under this Agreement for any third party's Intellectual Property Rights Allegations and Third-Party Legal Proceedings.

1. U.S. Federal Agency Users The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and its agency supplements.
2. Miscellaneous 16.1. Notices. All notices must be in writing and addressed to the other party's legal department and primary point of contact. The email address for notices being sent to Vantage's Legal Department is legal@vantage.sh. Notice will be treated as given on receipt as verified by written or automated receipt or by electronic log (as applicable).

16.2. Assignment. Customer may not assign any part of this Agreement without the written consent of Vantage, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if

the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

16.3. Change of Control. If a party experiences a change of Control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) that party will give written notice to the other party within 30 days after the change of Control; and (b) the other party may immediately terminate this Agreement any time between the change of Control and 30 days after it receives that written notice.

16.4. Force Majeure. Neither party will be liable for failure or delay in performance (other than the payment of outstanding fees) to the extent caused by circumstances beyond its reasonable control, such as natural disasters or other catastrophes.

16.5. No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.

16.6. No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

16.7. Severability. If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

16.8. No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

16.9. Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

16.10. U.S. Governing Law. For U.S. City, County, and State Government Entities. If Customer is a U.S. city, county, or state government entity, then the Agreement will be silent regarding governing law and venue. For U.S. Federal Government Entities. If Customer is a U.S. federal government entity then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, EXCLUDING ITS CONFLICT OF LAWS RULES. SOLELY TO THE EXTENT PERMITTED BY FEDERAL LAW: (I) THE LAWS OF THE STATE OF NEW YORK (EXCLUDING NEW YORK'S CONFLICT OF LAWS RULES) WILL APPLY IN THE ABSENCE OF APPLICABLE FEDERAL LAW; AND (II) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN NEW YORK COUNTY, NEW YORK. For All Other Entities. If Customer is any entity not set forth in Section 16.10(a) or (b) then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY NEW YORK LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF NEW YORK COUNTY, NEW YORK, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

16.11. Amendments. Except as set forth in Section 1.7(b), any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

16.12. Survival. The following Sections will survive expiration or termination of this Agreement: 5, 8, 9.4, 13, 14, and 16.

16.13. Entire Agreement. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly set out in this Agreement. The terms located at a URL referenced in this Agreement and the Documentation are incorporated by reference into the Agreement. After the Effective Date, Vantage may provide an updated URL in place of any URL in this Agreement.

16.14. Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, and the terms at any other URL.

16.15. Definitions.

- "Account" means Customer's Vantage account.
- "Admin Console" means the online console(s) and/or tool(s) provided by Vantage to Customer for administering the Services.
- "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

- "Allegation" means an unaffiliated third party's allegation.
- "Application(s)" means any web or other application Customer creates using the Services, including any source code written by Customer to be used with the Services.
- "AUP" means the Acceptable Use Policy for the Services set forth on our Terms of Use page.
- "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- "Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Subject to the preceding sentence, Customer Data is considered Customer's Confidential Information.
- "Control" means control of greater than fifty percent of the voting rights or equity interests of a party.
- "Customer Data" means content provided to Vantage by Customer (or at its direction) via the Services under the Account.
- "Customer End Users" means the individuals or entities Customer permits to use the Application.
- "Documentation" means the Vantage documentation (as may be updated from time to time) in the form generally made available by Vantage to its Customers for use with the Services.

- "Feedback" means feedback or suggestions about the Services provided to Vantage by Customer.
- "Fees" means the applicable fees for a Subscription, Service, and any applicable Taxes. The Fees for each Subscription Tier and Service are set forth on our Pricing page.
- "High Risk Activities" means activities where the use or failure of the Services could lead to death, personal injury, or environmental damage (such as operation of nuclear facilities, air traffic control, life support systems, or weaponry).
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.
- "Indemnified Liabilities" means any (i) settlement amounts approved by the indemnifying party; and (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.
- "Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.
- "Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.
- "Services" means the products and services (including any associated APIs).
- "SLA" means each of the then-current service level agreements.

- "Software" means any downloadable tools, software development kits, or other such proprietary computer software provided by Vantage in connection with the Services, which may be downloaded or utilized by Customer, and any updates Vantage may make to such Software from time to time.
- "Subscription Fee Period" means: (a) the calendar month(s) starting on the 1st of the month for Customers enrolled in monthly billing, or (b) the remainder of the calendar month for Customers who enrolled in monthly billing not on the 1st of the month, or (c) the year(s) following enrollment in or change to annual billing.
- "Subscription Tier" means the Account tier that Customer elects to enroll in, which will determine the cost of Customer's subscription (if any). Subscription Tier information is available at: <https://vantage.sh/pricing>.
- "Suspend" or "Suspension" means disabling or limiting access to or use of the Services or components of the Services.
- "Taxes" means any duties, customs fees, or taxes (other than Vantage's income tax) associated with the purchase of the Services, including any related penalties or interest.
- "Term" has the meaning set forth in Section 9 of this Agreement.
- "Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).
- "Trademark Guidelines" means Vantage's Guidelines for Third Party Use of Vantage Brand Features.
- "TSS" means the technical support service provided by Vantage to the administrators under the TSS Guidelines.