



# MARKET RESPONSE

## Addendum 1 – Definitions

A reference to writing or written includes email.

**Addendum:** means any addendum incorporated into an Order Form.

**Agreement:** means the terms identified in the Order Form, including any Addendum. Invoices also form part of the Agreement.

**Authorized Environment:** means the physical hardware, virtual machine, private cloud, public cloud account, or other environment where the Software is installed.

**Client:** means the client entity identified on an Order Form.

**Client Material:** means any materials and data, including but not limited to Personal Data that Client provides to MarketResponse.

**Client Related Entity:** means a separate legal entity that is controlled by, is under common control with, or controls Client. The term "control" means: (i) for commercial entities, ownership of more than fifty percent of the voting stocks or asset of an entity, or (ii) for non-profit or governmental entities statutory or other documented legal authority over the general budget and contracting rights of an entity.

**Client Tool:** means assigned credentials which will be enable access to Client's computing system via Client's VPN, or any other remote connection and scoped access to data.

**Committed Period:** means a period during which neither party may terminate an Order Form for convenience, except as set forth in the *Termination* section 11.

**Confidential Information:** means any information of a confidential nature, including but not limited to Personal Data, Trade Secrets, source code, Data, Client Materials, and the Login Code.

**Consulting Services:** means consulting services identified on an Order Form.

**Data:** means all data of MarketResponse or used by MarketResponse and/or results of data analyzes and/or data science.

**Deliverable:** means all present and future tangible and intangible objects, anywhere in the world and/or other materials and/or data, including Data which occupy a place of their own in the market resulting wholly or partly from the Services, including any improvement, enhancement, adjustment or modification to the Deliverable.

**Documentation:** means the user documentation that MarketResponse may make available for Software.

**Fee:** means the fee that Client will pay to MarketResponse under the Order Form.

**Fixed Price:** means a pre-defined project model where MarketResponse provides Services for a set Fee.

**Hosted Managed Services:** means hosted managed services Offering, including but not limited to hosted private (cloud) services and hosted public cloud services identified on the Order Form.

**Intellectual Property Rights:** consists of any copyrights and related rights of performing artists, producers of video- or sound recordings and broadcasting organisations, database rights, design rights, trademark rights, tradename rights, domain name rights, patents, plant variety rights, rights of the Confidential Information, including Trade Secrets and any other comparable rights, anywhere in the world, including any entitlements to, applications for, registrations of or priority rights for such rights or any other rights related to these rights.

**Login Code:** means a code that enables the Software to operate for the applicable Term.

**Marketing Services:** means marketingservices identified on an Order Form.

**MarketResponse:** means the private company with limited liability MarketResponse Nederland B.V. (trade register number 31030821); or Underlined B.V. (trade register number 54017238); or Reputations Content & Campagnes B.V. (trade register number 20063575); all having their place of business at Stationsplein 32 in (3511 ED) Utrecht, unless another MarketResponse entity is defined in the Order Form.

**MarketResponse Hosted Services:** means Hosted Managed Services, Subscription Services, Anything as a Service (XaaS), or other hosted Services made by MarketResponse.

**Offering:** means the MarketResponse offering listed on the Order Form, which may include Software, Services, Data, Deliverables, Work Products, MarketResponse Hosted Services offering, or any other offering made available by MarketResponse.

**Option Period:** means any annual period following the initial term where Client may agree to renew the Order Form for a renewal Fee specified in the Order Form.

**Order Form:** means the ordering document in writing entered or will be entered into between MarketResponse and Client that specifies the Offering, Fee and other commercial terms.

**Party/Parties:** means MarketResponse and/or Client.

**Personal Data:** means information relating to an identified or identifiable natural person.

**Remote Managed Services:** means remote managed services Offering identified on the Order Form.

**Sensitive Information:** means (i) credit or debit card numbers, personal identification numbers, passwords or other similar information used for payments or to access personal or financial information; (ii) patient, medical or other protected health information ; (iii) genetic data, biometric data, or data about an individual's criminal history; (iv) government-issued personal identification number (such as social security numbers, driver's license numbers or passport numbers); (v) classified or technical data controlled US International Traffic in Arms Regulation; or (vi) materials that require a United States export license, license exception or other United States government authorization.

**Services:** means all services, which may include Consulting - and/or Marketing – and/or Subscription Services, Hosted Managed Services, use of or access to Software or Remote Managed Services and activities carried out by or on behalf of MarketResponse for Client pursuant to the Agreement and/or Order Forms or any other offering made available by MarketResponse.

**Software:** means software of MarketResponse, including its embedded subcomponents, licensed to Client under an Order Form or accessed by Client in a System.

**Subscription Service:** means the subscription service identified on the Order Form.

**System:** means any hosted environment used to carry out a MarketResponse Hosted Service.

**Time and Materials:** means a consultative model where (a) MarketResponse provides Consulting Services at hourly or daily rate; (b) the only Deliverables are MarketResponse's time and a limited license to any Work Product resulting from the Consulting Services.

**Term:** means twelve (12) months, unless otherwise set forth in the Order Form.

**Terms and Conditions:** means these terms and conditions.

**Territory:** means the country where the principal place of business of client is located, unless otherwise set forth in the Order Form.

**Third Party Services:** means any services of third parties required for the Services.

**Third Party Software:** means any third party software required for use with the Software.

**Trade Secrets:** consists of any information which in whole or in part is not known outside Parties or is not generally known among or readily accessible outside Parties to persons within the circles that normally deal with the kind of information in question.

**User:** means any individual authorized by Client to access an Service.

**Work Product:** means computer code or other materials delivered by MarketResponse in connection with Consulting Services including any improvement, enhancement, adjustment or modification to the Work Product.