

Exhibit A: Definitions

All capitalized terms used in this Agreement have the meanings given in this **Exhibit A**.

Affiliate	means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a Party. As used herein, “control” means the power to direct the management or affairs of an entity and “ownership” means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.
Alphacruncher Credits	means the unit of account charged for consumption of additional resources or add-on services.
Alphacruncher’s Brand Features	means Alphacruncher’s trade names, trademarks, logos, domain names, and other distinctive brand features.
Alphacruncher Indemnified Materials	means Alphacruncher’s Technology used to provide the Services and Alphacruncher’s Brand Features.
Alphacruncher Support Personnel	means Alphacruncher’s representatives responsible for handling technical support requests.
Alphacruncher Technology	means all Services, Documentation and Client Software, any Deliverables, and any and all related and underlying technology and documentation; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated.
Client Software	Software which needs to be installed on the Customer’s systems and is required to use the Services.
Confidential Information	means any and all information prepared or delivered to the Receiving Party by the Disclosing Party or its representatives (including information or data received by the Disclosing

Party from a third Party and as to which the Disclosing Party has confidentiality obligations), that (i) is marked or designated by the Disclosing Party as “confidential” or “proprietary”; (ii) is disclosed orally or visually provided that such information is identified at the time of such disclosure as proprietary or confidential, and that within thirty (30) days thereafter a written summary of such oral and visual disclosure bearing the aforesaid type of label or legend, is provided to the Receiving Party; or (iii) is known to the Receiving Party, or should be known to a reasonable person given the facts and circumstances of the disclosure, as being treated as confidential or proprietary by the Disclosing Party. Regardless of whether marked as such, all non-public information regarding the Services (excluding Customer Data) constitutes Alphacruncher Confidential Information and Customer Data constitutes Customer Confidential Information.

Contractor	means the independent contractors and consultants permitted by Customer to serve as Users of the Service.
Covered Services	means the Service subject to the Service Level Agreement set forth in Exhibit C: Service Level Agreement
Customer Data	means any data or data files of any type that are uploaded by or on behalf of Customer to the Services for storage in a data repository. Means every data belonging to the Customer, which is relevant with regard to the Services provided by Alphacruncher.
Customer Materials	means any information, documentation, equipment, infrastructure and IP Rights provided by the Customer to Alphacruncher for the provision of Scientific Services.
Deliverables	means tangible or intangible result arising out of the provision of Scientific Services.
Disclosing Party	means the Party that discloses Confidential Information under this Agreement or its Exhibits.

Documentation	means the written and/or electronic release notes, implementation guides or other technical documentation about the applicable Services that are provided by Alphacruncher to the Customer together with access to the Services.
Downtime	means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server-side error rate.
Downtime Period	means with respect to the Covered Service: five consecutive minutes of Downtime. Intermittent Downtime for a period of less than five minutes or as part of Scheduled Maintenance shall not be counted towards any Downtime Period.
Exhibit	Supplementary documents to the Order Form published on Alphacruncher's website which constitute an integral part of the Agreement.
Feature Request	means a Request by the Customer to incorporate a new feature or enhance an existing feature of the Services that is currently not available as part of the existing Services.
Feedback	any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by the Customer or by any Users of the Services relating to Alphacruncher's Services.
Fees	means any remuneration for the Services provided by Alphacruncher, including the usage rights with respect to the Software.
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.
IP Rights	means all forms of intellectual property rights and protections throughout the world, including, but not limited to, any (i) patents (including any patent applications, together with all reissues, continuations, continuations-in-part, revisions, extensions and re-examinations thereof), (ii) copyrights, (iii) Internet domain names, trademarks, services marks, and trade dress, together with all goodwill associated therewith,

(iv) trade secrets, (v) rights in databases and designs (ornamental or otherwise), (vi) moral rights, rights of privacy, rights of publicity and similar rights, and (vii) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired, whether published or unpublished, arising under statutory law, common law, or by contract, and whether or not perfected, including all applications, disclosures and registrations with respect thereto.

Maintenance	means maintenance work that is performed on hardware or software delivering the Services.
Monthly Uptime Percentage	means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.
Offer	Alphacruncher’s proposal to provide Services, including a technical description.
Open Source Software	means certain items of independent, third-party code may be included in the Software that are subject to the GNU General Public License (“GPL”) or other open source licenses
Order	Any actual assignment of Services to be provided by Alphacruncher and agreed by both Parties.
Order Form	Alphacruncher’s template which is the basis for an Order.
Personal Data	means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person
Renewal Order Form	means a new Order Form

Retrieval Right	means that upon written notice to Alphacruncher, the Customer shall have up to thirty (30) calendar days from termination or expiration of this Agreement to access the Service solely to the extent necessary to retrieve Customer Data.
Request	means a request from the Customer to Alphacruncher Support Personnel for technical support to resolve a question or problem report regarding the Services.
Scheduled Maintenance	means Downtime related to network, hardware, or software maintenance or upgrades. Scheduled Maintenance shall be performed at Alphacruncher's discretion.
Scientific Service	means certain consulting, training, educational or research services provided to the Customer (e.g., providing guidance on leveraging certain features of the Alphacruncher Service) by or on behalf of Alphacruncher as further described in a Statement of Work (SOW).
Service Credits	mean the percentage of the total Fees paid by the Customer in the billing cycle for the affected Services that is credited to the Customer for a validated Claim.
Service Help Centre	means the resources intended to provide the Customer with information and support related to Services accessible at such URL as Alphacruncher may provide.
Service Levels	means standards Alphacruncher chooses to adhere to and by which it measures the level of service it provides for the Covered Services as specifically set forth in Exhibit C: Service Level Agreement.
Service Level Agreement	means the document defined in Exhibit C: Service Level Agreement.
Service Unusable	means a production issue that prevents more than one of the Customer's Users from access to, or use of, the Covered Services. The Customer must identify a Request as Service Unusable.

Standard Request	means a Request made by the Customer to Alphacruncher that is not a Service Unusable Request or Feature Request.
Software	means the proprietary and licensed software components as well as interfaces, and APIs used by Alphacruncher to provide the Services.
Statement of Work or SOW	means a Document executed by both Parties describing: (i) the Scientific Services to be performed, (ii) Fees and (iii) any applicable milestones, dependencies and other technical or recognized scientific standards and specifications or related information related to the Scientific Services.
Subcontractors	Suppliers used by Alphacruncher to provide the Services.
Taxes	means any compulsory financial charge or some other type of levy imposed upon a taxpayer by a governmental organization.
Technical Support Services or TSS	means the technical support services provided by Alphacruncher to the Customer under the TSS Guidelines.
TSS Guidelines	means the then-current support service guidelines at https://alphacruncher.com
Term	Duration of the Agreement as set forth in the Order Form.
Terms	Alphacruncher's general terms and conditions which constitute the legal basis for the Services.
Usage Data	means query logs, and any data (other than Customer Data) relating to the operation, support and/or about the Customer's use of the Service.
User(s)	means the person(s) designated and granted access to the Service by or on behalf of the Customer, including its and its Affiliates' Contractors.