

## SCHEDULE 1

### DEFINITIONS

1. **“BiltOn Materials”** means the Platform, the Documentation, the BiltOn Systems, and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by BiltOn or any Subcontractor in connection with the Platform or Professional Services, that otherwise comprise or relate to the Platform, Professional Services or BiltOn Systems, or that are derived from BiltOn’s monitoring of Customer’s or its Authorized Users’ access to and use of the Platform (excluding Customer Data).
2. **“BiltOn Systems”** means the information technology infrastructure used by or on behalf of BiltOn in providing the Platform and Professional Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by BiltOn or through the use of third-party services.
3. **“Affiliate”** means any entity that Customer, directly or indirectly, controls; an entity that controls Customer; or an entity that is under common control with Customer. For purposes of this provision, “control” means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity.
4. **“Agreement”** means this Master Services Agreement, including all Exhibits, Schedules and Project Orders attached hereto and thereto and/or incorporated herein and therein by reference.
5. **“Applicable Law”** means any law, statute, ordinance, order, rule, code, regulation, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction, in effect from time to time and applicable to the relevant activities contemplated by the Agreement.
6. **“Authorized Users”** means Customer’s employees consultants, contractors and agents who are authorized by Customer in accordance with the Agreement to access and use the Platform purchased under a Project Order pursuant to the rights granted to Customer hereunder.
7. **“Customer”** means the entity entering into the Agreement with BiltOn.
8. **“Customer Failure”** means Customer’s delay in performing, or failure to perform, any of its obligations under the Agreement.
9. **“Customer Systems”** means Customer’s information technology infrastructure, including hardware, software, databases (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.
10. **“Confidential Information”** means all nonpublic or proprietary data and other information of a party, whether orally or in written, electronic, or other form or media, and which is either (a) marked, designated or otherwise identified as “confidential”, or (b) is of a type which a reasonable person would understand is confidential or proprietary in nature even if not so marked, designated or identified, including trade secrets, customer lists, business proposals and plans, pricing, technical data, product ideas, methods, processes, code, data, inventions, statistics, programs, research, technology, network designs, passwords and sign-on codes, personnel and staffing, and contract and financial information. Without limiting the foregoing, (a) the BiltOn Materials and the terms of the Agreement (including the Fees and pricing terms) are the Confidential Information of BiltOn, and (b) Customer Data is the Confidential Information of Customer. Confidential Information does not include information that, at the time of disclosure is: (i) publicly available when disclosed or becomes publicly available without fault of the receiving party; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving party.
11. **“Customer Data”** means information, data (including Personal Data), and other content, in any form or medium, that is stored, retrieved, submitted or otherwise transmitted by or on behalf of Customer or an

Authorized User through the Platform or otherwise provided directly to BiltOn under the Agreement by Customer, its Authorized Users or any third parties acting on Customer's behalf. For the avoidance of doubt, Customer Data excludes Performance Data.

12. **"Documentation"** means the online user guides, manuals, specifications and other related documentation provided by BiltOn for the Platform, as updated from time to time.
13. **"Equipment"** means the hardware devices and equipment set forth on a Project Order that BiltOn provides to Customer for use with the Platform.
14. **"Exception"** means: (a) scheduled maintenance (such as upgrades to hardware, network device operating systems or configurations, or application server operating systems; upgrades or configuration changes to hosted applications; upgrades or configuration changes to database software; or upgrades or configuration changes to virtual software management systems); (b) access to or use of the Platform by Customer or its Authorized Users that does not comply with the Agreement and the Documentation; (c) Customer Failure or any deficiency or failure of Customer Systems; (d) failure, interruption, outage or other problem with servers, services, software, hardware, systems, networks, facilities or other matters that are not within control of BiltOn or its subcontractors or agents; (e) a Force Majeure Event; (f) a denial of service attack or unauthorized access (*i.e.*, hacking), or attempting to prevent such events; (g) emergency fixes not tied to a previous defect or current or previous production release that has gone through user acceptance testing, which is requested or approved by Customer and is necessary for Customer's business operations or compliance with law; or (h) suspension of the Professional Services or access to the Platform, or termination of the Agreement, in accordance with the terms hereof.
15. **"Feedback"** means any recommended changes to the BiltOn Materials, including new features or functionality relating thereto, or any comments, questions, or suggestions.
16. **"Force Majeure Events"** means: any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, explosion, war, terrorism, epidemic, pandemic (including the novel coronavirus, Covid-19 pandemic), invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
17. **"Performance Data"** means all data (a) regarding installation, registration, and use of the Platform, and (b) related to performance of the Platform, including response times, load averages, usage statistics, activity logs and metadata. For the avoidance of doubt, Performance Data excludes Customer Data or Customer-specific output resulting from the use of the Platform ("**Customer Output**"), but may include aggregated or anonymized information derived from Customer Output.
18. **"Personal Data"** means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or any other information that is regulated as 'personal information' or 'personal data' under Applicable Law.
19. **"Professional Services"** means professional consulting, installation, implementation and/or configuration services purchased by Customer in the applicable Project Order and relating to assistance with Equipment and/or Platform installation, deployment or usage, or development or delivery of additional related software or technology.
20. **"Platform"** means the proprietary BiltOn web-based and/or mobile application products and services that may be set forth on a Project Order and subsequently made available by BiltOn (but excluding Third Party Products or infrastructure), as updated from time to time, all as further described in [Schedule 3](#) and in the Documentation.
21. **"Project Order"** means an BiltOn standard ordering document referencing the Agreement and reflecting the Platform, Equipment, Professional Services, and Support and Maintenance (as applicable), purchased by Customer, as may be embodied in this original Agreement, or in separate or subsequent Project Orders to such Agreement. A form of standard Project Order is attached as Schedule 2 to this Agreement.
22. **"Site(s)"** means those physical sites at which the **Platform** (and to the extent incorporated in the **Platform**, the **Equipment**) are installed for use by Customer, as set forth in the Project Order.

23. **“Subscription”** means the Customer’s right to access and use the relevant Platform and Support and Maintenance on a subscription basis, as and to the extent listed on a mutually executed Project Order.
24. **“Subscription Term”** means the duration of a Subscription as set forth on a Project Order or as specified in Section 8.1.
25. **“Support and Maintenance”** means the applicable support and maintenance services as may be provided by BiltOn.
26. **“Third Party Products”** means materials and information, in any form or medium, including any Open Source Software or other software, documents, data, content, specifications, products, equipment or components of or relating to the Platform that are not proprietary to BiltOn.