

SCHEDULE 1 DEFINED TERMS

“**AAA**” means the American Arbitration Association.

“**Affiliate**” As to any Person, any other Person that is a subsidiary of such Person or any entity controlled by, under common control with, or which controls such Person. For purposes hereof, “control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, or majority ownership of any sort, whether through the ownership of voting securities, by contract or otherwise and “person” any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

“**Agent**” means Any entity, third-party, consultant, or broker that customer has entrusted to conduct business, provide specialized services, support, consulting, or buying recommendations on their behalf. Said Agents do not have the right or ability to legally define products, contract terms, pricing of any services being offered by Company nor can execute contracts on Company behalf.

“**Agreement**” means collectively, the MSA, any terms incorporated by the MSA, and any applicable Service Order, Product Terms or other addendum and schedules.

“**Acceptable Use Policy**”, “**AUP**” means, Company’s acceptable use policy located at the following url: <https://enzu.com/terms/aup> as periodically updated by Company.

“**Auto Renewal**” means, unless Company is notified by customer during notification window the order will renew for a subsequent 12-month period.

“**Best Effort**” means, complimentary service provided by Company is as-is, where-is basis and customer shall hold Company harmless for all claims arising from complimentary services provided.

“**Business Day**” means, Monday through Friday, excluding public holidays and governments mandated closures for the countries which govern the agreement.

“**Confidential Information**” shall collectively refer to all non-public information or material disclosed or provided by one party to the other, either orally or in writing.

“**Customer Acceptance**” means the acceptance of service to customer as delivered by company.

“**Customer, Client, You**” means the entity entering into the service contract.

“**Customer Services**” means the product or services contracted by the customer.

“**Customer Data**” means all the data that the client transmits to or from, processes on or with, and stores on contracted services.

“**Customer Deliverables**” means the items due to company by customer.

“**Customer IP**” means customers preexisting intellectual property.

“**Customer Managed Responsibility**” means products or services which customer is wholly responsible for the functionality of.

“**Company or Company**” means the company contracted to provide the services in the agreement.

“**Company Requirements**” means the requirements or specifications required to provide the services outlined in the agreement or service order form.

“**Company IP**” means companies preexisting intellectual property.

“**Deliverables**” means the items due to customer by company.

“**Fees**” means the fees payable under the service order.

“**Hosted Equipment**” means customer equipment located within Company controlled space.

“**Hosted Configuration**” means the configuration of equipment for customer.

“**Initial Term**” means the base contracted service period.

“**MSA**” means the master service agreement.

“**Pre-Negotiated Pricing**” means products or services which have contract defined pricing and can be added at any time per the detailed laid out in the original order form.

“**Non-Recurring Charges**”, “**NRC**” means fees for setup and preparation for services.

“**Recurring Charges**”, “**MRC**” means fees for services provided on an ongoing basis.

“**Pass through Fees**” means fees levied by third parties in accordance with the delivery of customer services.

“**Privacy Policy**” means, Company’s privacy use policy located at the following url: <https://enzu.com/privacy/> as periodically updated by Company.

“**Product Terms or Service Schedules**” means the additional terms and conditions set forth in the service order form.

“**Proof of Concept**”, “**Test Services**” means a non-production environment for the customer to validate features and functionality.

“**Renewal Term**”, means a fixed extension of the service term.

“**Sensitive Data**” means personally identifiable information or information that is referred to as personal data.

“**Services**” means the Company services outlined in a specific order.

“**Service Commencement Date**” means the date for which billing commences for the contracted services. The date is determined by the date on which the customer signs the acceptance form or 5 business days after service delivery details are provided to client unless client has notified company of deficiencies in order delivery.

“**Service Order**”, “**Service Order Form**”, “**Statement of Work**” refers to the services the customer is purchasing.

“**SLA**” means and provision providing a specified credit for performance. The current SLA can be found at <https://enzu.com/terms/sla>

“**Tax**” means any VAT, GST, Sales, Use, Property, Excise or like taxes as well as import duties and/or levies arising out of the provision of the services.

“**Third Party Fee Increase**” means the direct or indirect increase of fees by a third-party vendor charged to Company in connection with Customer’s use of Services, Third Party Software, or both, which may occur at any time.

“**Third Party Services**” means service provided by a third-party vendor used in connection with delivery of Company’s Services.

“**Third Party Software**” means software provided by a third party used in connection with delivery of Company’s Services.

“**Unsupported Services**” means services for which customer has requested Company procure for which customer is responsible for the management and or upkeep of.