

Crave Instant Video Terms of Service

Effective Date: 4th May 2023

Please read these “**Terms of Service**” which, together with any applicable Order Form(s), form the “**Agreement**” between you and Crave Interactive Ltd. and its affiliates (“**Crave**”, “**we**”, “**us**”, or “**our**”) and governs your access to and use of our Services and Software. You may enter into this Agreement on behalf of yourself or on behalf of a legal entity. If you enter into this Agreement on behalf of a legal entity, you represent that you are a duly authorized representative with the authority to bind that legal entity to this Agreement. All references to “**you**” and “**your**” in this Agreement mean the person accepting this Agreement as an individual or the legal entity for which the representative is acting.

We may provide the Services and Software through Crave Interactive Ltd., our affiliate(s), or both. You may only use the Services and Software in accordance with the terms and subject to the conditions of this Agreement.

You acknowledge that you will only create an account or otherwise use the Services and Software if you agree to be legally bound by all terms and conditions herein. Your acceptance of this Agreement creates a legally binding contract between you and Crave.

1. ACCOUNT INFORMATION; SHARING

1.1 *Registration; Username and Passwords.* You may be required to provide information about yourself to register for and to access or use the Services and Software. You represent and warrant that any such information, including Customer Data, is and will remain accurate and complete, and that Crave has no liability whatsoever for errors and omissions in your Customer Data. You may also be asked to choose a username and password to access or use the Services and Software. We may reject, or require that you change, any such username or password, in our sole discretion. You are entirely responsible for maintaining the security of your username and password, and you agree not to disclose or make your username or password accessible to any third party.

1.2 *Prohibition on Sharing.* You may not share an account, Agent rights, or any other user rights with any other individual, unless otherwise expressly pre-approved by Crave in writing. You may not share any login credentials or passwords regarding the foregoing with any other individual. You acknowledge that sharing of any such rights is strictly prohibited. Your right to use or access the Services and Software is personal to you and not assignable or transferable. You may not assign or transfer any account, Agent rights, or any other user rights with any other individual, except upon (i) an individual termination of employment or relationship with their employer, as applicable, or (ii) Crave’s prior express written approval.

2. ORDERING SERVICES

2.1 *Order Form.* You may order the Services through an online registration or order form approved and authorized by Crave (each an “**Order Form**”). Any order for the Services made pursuant to an Order Form is subject to these Terms of Service. An Order Form may contain additional or different terms, conditions, and information regarding the Services you are ordering as authorized and agreed to by Crave. In the event of any conflict or inconsistency between these Terms of Service and any Order Form authorized and agreed to by Crave, the applicable Order Form controls and governs over this Agreement, to the extent necessary to resolve the particular conflict or inconsistency only. Crave will provide the Services set forth in your Order Form and standard updates to the Services that we make generally available at no additional cost to similarly situated customers in the same geographic region during the Term. Crave may, in its sole discretion, (i) discontinue the Services, or (ii) modify the features or functionality of the Services or Software.

2.2 *Minimum Commitment.* You will maintain your minimum quantity of the Services set forth on your Order Form for the duration of the applicable Term. Any timely and contractually available modification to the Services set forth on your Order Form will be effective only upon the commencement of your next Renewal Term, unless you request an increase in the Services, which will take effect as indicated in the applicable Order Form.

2.3 *Outstanding Balance; Late Payment.* Without limiting our rights in this Agreement, including Sections 11.7 and 13.3, you acknowledge that Crave is not required to provide any new Services set forth in an Order Form until all outstanding balances due and owing for existing Services are paid in full.

3. ACCESS AND USE; SOFTWARE LICENSE

3.1 *Access and Use; Software License.* Subject to the terms and conditions of this Agreement, you may access and use during the Term, the Services as set forth on each applicable Order Form. If access to or use of any portion of the Services requires or allows for you to download, use, or install Crave software (“**Software**”), Crave grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, and royalty-free license to use the Software in object code format on a compatible device for your internal use only, solely to access and use the Services during the applicable Term. You acknowledge and agree that your access to and use of the Services and Software under this Section 3.1 (and as otherwise provided in this Agreement) is revocable in Crave’s sole discretion.

3.2 *Documentation License.* Subject to the terms and conditions in this Agreement, Crave grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, and royalty-free license for you to use Crave-provided product and services documentation (“**Documentation**”) solely for your internal business purposes in connection with use of the Services or Software during the applicable Term.

3.3 *Ownership.* You acknowledge that, notwithstanding anything to the contrary herein, the Services are provided to you on a subscription basis, and the Software and Documentation is provided to you under a limited license, and neither has been sold to you. You also acknowledge that you have neither obtained nor will obtain any ownership or other right, title, or interest in or to the Services, Software, or Documentation or any Proprietary Rights relating thereto. Any copies of Software will remain the exclusive property of Crave. The Software may include code that is licensed to you under third party license agreements, including open-source software made available or provided with the Software. Without limiting the generality of the foregoing, Crave owns all right, title, and interest in and to all upgrades, enhancements, new releases, changes, and modifications to the Services or Software, together with all ideas, architecture, algorithms, models, processes, techniques, user interfaces, database design and architecture, and “know-how” embodying the Services and Software. Under no circumstances will you be deemed to receive, have, or be granted title to all or any portion of the Services, Software, or Documentation, title to which at all times vests exclusively in Crave.

4. RESPONSIBILITY FOR USE AND END USERS

4.1 *Use of the Services; End User Responsibility.* You will, and you will cause your End Users to, abide by and ensure compliance with, all the terms and conditions of this Agreement. Use of the Services is void where prohibited. You are responsible for your and your End Users’ access to and use of the Services and Software. You are responsible for the activities of all your End Users, including ensuring that all End Users will comply with the terms and conditions of this Agreement and any applicable Crave policies. You acknowledge that you remain liable for the acts and omissions of any third party that you allow, enable, or otherwise provide access to the Services or Software, whether or not such access was expressly permitted by Crave.

4.2 *Violations by End Users or Third Parties.* Crave assumes no responsibility or liability for violations of this Agreement by End Users or any other third party that you allow, direct, or enable to access the Services or Software. If you become aware of any violation of this Agreement in connection with use of the Services or Software by any person, you must contact Crave at collections@craveinteractive.com

4.3 *Liability for Content and Data.* Under no circumstances will Crave be liable in any way for any data or other content viewed while using the Services, including any errors or omissions in any such data or other content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or other content.

4.4 *Investigation of Use.* Crave may investigate any complaints and violations that come to our attention and may take any action, in its sole discretion, including issuing warnings, suspending or disconnecting the Services or Software, removing the applicable data or other content, terminating accounts or End User profiles, or taking other reasonable actions in its sole discretion.

5. SYSTEM REQUIREMENTS; CHANGES

Your use of the Services and Software requires one or more compatible devices, Internet access, and certain third-party software, and you may be required to obtain updates or upgrades from time to time for Software or third-party software, which may result in additional costs to you. Because use of the Services and Software involves hardware, software, and Internet access, your ability to access and use the Services and Software may be affected by the performance of the foregoing. High-speed Internet access is recommended. You are solely responsible for any fees that may apply to your access to or use of the Services and Software, including fees for hardware, software, Internet access, or text messages. You agree that the foregoing requirements are your responsibility, and Crave may, in its sole discretion, discontinue availability or compatibility of the Services or Software, on a particular operating system, device, or platform.

6. RECORDINGS

You are responsible for compliance with all Laws governing the monitoring or recording of conversations as the Agent. By using the Services, you authorize Crave to store recordings. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the recorded session.

7. PROHIBITED USES

You agree that you will not, and will not permit any End Users to, directly or indirectly: (i) modify, customize, disassemble, decompile, prepare derivative works of, create improvements, derive innovations from, reverse engineer, or attempt to gain access to any underlying technology of the Services or Software, including any source code, process, data set or database, management tool, development tool or server; (ii) knowingly or negligently use the Services or Software in a way that abuses, interferes with, or disrupts Crave's networks, your account, Agent rights, or any other user rights, or the Services; (iii) engage in activity that is illegal under applicable Law, fraudulent, false, or misleading; (iv) transmit through the Services or Software any material that may infringe, misappropriate, or violate the Proprietary Rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions, or graphics of the Services or Software; (vi) use the Services or Software for the development, production, or marketing of a service or product substantially similar to the Services or Software; (vii) use the Services or Software to communicate any message or material that is harassing, libellous, threatening, obscene, indecent, would infringe or violate the Proprietary Rights of any party, or is otherwise unlawful, or would give rise to civil or criminal liability, under any applicable Law; (viii) upload or transmit any software, Customer Content, or code that does or is intended to harm, disable, destroy, or adversely affect performance of the Services or Software in any way or which does or is intended to harm or extract information or data from other hardware, software, networks, or other users of the Services or Software; (ix) engage in any activity or use the Services, Software, or your account in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, Software, or any servers or networks connected to the Services or Crave security systems; (x) use the Services or Software in violation of any Crave policy or in a manner that violates applicable Law, including anti-spam, import and export control, intellectual property, privacy, anti-terrorism, anti-bribery, foreign corrupt practices, and any other Laws requiring the consent of subjects of audio and video recordings; (xi) remove, delete, alter, or obscure any Proprietary Rights notices provided on or with the Services or Software, including any copy thereof; (xii) make, use, or offer the Services or Software for lease, rent, or sale, or reproduce, resell, distribute, publish, display, assign, transfer, sublicense, lend, use on a timeshare or service bureau basis, or use the Services or Software for any commercial or other purpose that is not expressly permitted by this Agreement or otherwise expressly agreed to in writing by you and Crave; or (xiii) make available the Services or Software, or any features or functionality thereof, to any third party for any reason or by any manner, unless expressly permitted by this Agreement or otherwise expressly agreed to in writing by you and Crave.

8. COMPLIANCE WITH LAWS

You are solely responsible for your and your End Users' compliance with all Laws that apply to your and your End Users' access to and use of the Services and Software, including Laws requiring you to provide proper End User notifications and to obtain proper End User consents, which may be necessary to allow Crave and Crave's authorized third parties to access, use, and share Customer Content. You shall comply with, and ensure that all End Users comply with, all applicable Laws in connection with your obligations under this Agreement, including access to and use of the Services and Software.

9. CUSTOMER CONTENT

9.1 *Customer Content.* You or your End Users may provide, upload, or originate data, content, files, documents, or other materials (collectively, “**Customer Input**”) in accessing or using the Services or Software, and Crave may provide, create, or make available to you, in its sole discretion or as part of the Services, certain derivatives, transcripts, analytics, outputs, visual displays, or data sets resulting from the Customer Input (together with Customer Input, “**Customer Content**”); provided, however, that no Customer Content provided, created, or made available by Crave results in any conveyance, assignment, or other transfer of Crave’s Proprietary Rights contained or embodied in the Services, Software, or other technology used to provide, create, or make available any Customer Content in any way and Crave retains all Proprietary Rights therein. You further acknowledge that any Customer Content provided, created, or made available to you by Crave is for your or your End Users’ use solely in connection with use of the Services, and that you are solely responsible for Customer Content.

9.2 *Service Generated Data; Consent to Use.* Customer Content does not include any product usage data, diagnostic data, and similar content or data that Crave collects or generates in connection with your or your End Users’ use of the Services or Software (“**Service Generated Data**”). As between you and Crave, all right, title, and interest in and to Service Generated Data, and all Proprietary Rights therein, belong to and are retained solely by Crave. You agree that Crave compiles and may compile Service Generated Data based on Customer Content and use of the Services and Software. You consent to Crave’s access, use, collection, creation, modification, distribution, processing, sharing, maintenance, and storage of Service Generated Data for any purpose, to the extent and in the manner permitted under applicable Law, including for the purpose of product and service development, marketing, analytics, quality assurance, machine learning or artificial intelligence (including for the purposes of training and tuning of algorithms and models), training, testing, improvement of the Services, Software, or Crave’s other products, services, and software, or any combination thereof, and as otherwise provided in this Agreement. In furtherance of the foregoing, if, for any reason, there are any rights in such Service Generated Data which do not accrue to Crave under this Section 9.2 or as otherwise provided in this Agreement, you hereby unconditionally and irrevocably assign and agree to assign to Crave on your behalf, and you shall cause your End Users to unconditionally and irrevocably assign and agree to assign to Crave, all right, title, and interest in and to the Service Generated Data, including all Proprietary Rights relating thereto.

9.3 *Permitted Use; Customer Content.* Crave may redistribute, publish, import, access, use, store, transmit, review, disclose, preserve, extract, modify, reproduce, share, display, copy, distribute, translate, transcribe, create derivative works, and process Customer Content: (i) in accordance with this Agreement and as required to perform our obligations under this Agreement; (ii) in accordance with our Privacy Policy; (iii) as authorized or instructed by you; (iv) as permitted or required by Law; (v) for trust and safety purposes; or (vi) to protect the rights, property, or security of Crave, its end users, customers, or the public, including systems and networks.

9.4 *Customer License Grant.* You agree to grant and hereby grant Crave a perpetual, worldwide, non-exclusive, royalty-free, sublicensable, and transferable license and all other rights required or necessary to redistribute, publish, import, access, use, store, transmit, review, disclose, preserve, extract, modify, reproduce, share, use, display, copy, distribute, translate, transcribe, create derivative works, and process Customer Content and to perform all acts with respect to the Customer Content: (i) as may be necessary for Crave to provide the Services to you, including to support the Services; (ii) for the purpose of product and service development, marketing, analytics, quality assurance, machine learning, artificial intelligence, training, testing, improvement of the Services, Software, or Crave’s other products, services, and software, or any combination thereof; and (iii) for any other purpose relating to any use or other act permitted in accordance with Section 9.3. If you have any Proprietary Rights in or to Service Generated Data or Aggregated Anonymous Data, you hereby grant Crave a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable, and transferable license and all other rights required or necessary to enable Crave to exercise its rights pertaining to Service Generated Data and Aggregated Anonymous Data, as the case may be, in accordance with this Agreement.

9.5 *Our Obligations Over Your Customer Content.* Crave will maintain reasonable and appropriate physical and technical safeguards to prevent unauthorized disclosure of or access to Customer Content provided by you to Crave. Crave will notify you if it becomes aware of an unauthorized disclosure or unauthorized access to Customer Content. Crave will only access, use, collect, maintain, process, store, and transmit Customer Content

in accordance with this Agreement, which may include Crave's consultants, contractors, service providers, subprocessors, and other Crave-authorized third parties accessing, using, collecting, maintaining, processing, storing, and transmitting Customer Content on Crave's or your (or your End Users') behalf in connection with the Services or Software. Crave will ensure that any sharing of Customer Content with an authorized third party will be in compliance with applicable Law. Crave has no other obligations with respect to Customer Content.

9.6 *Customer Responsibilities, Acknowledgement, and Consents.* You agree that you are solely responsible for the Customer Content sent, uploaded, displayed, or transmitted in the use of the Services, including its accuracy, and for compliance with all Laws pertaining to the Customer Content, including Laws requiring you to obtain the consent of a third party to use Customer Content and to provide appropriate notices of third party rights. You represent and warrant that you have the right to upload Customer Input and for Crave to provide, create, or make available any Customer Content to you, and that such use or provision by you, your End User, or Crave does not violate or infringe any rights of any third party. Under no circumstances will Crave be liable in any way for (i) your Customer Content that is transmitted or viewed while using the Services, (ii) errors or omissions in the Customer Content, or (iii) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Customer Content. Crave may delete any Customer Content, at any time without notice to you, if Crave becomes aware that it violates any provision of this Agreement or any applicable Laws. As between you and Crave, you retain all ownership rights in your Customer Content, subject to any license or other rights granted herein, and without limiting any of Crave's Proprietary Rights set forth herein.

10. ELIGIBILITY

Eligibility. You affirm that you are of legal age to enter into this Agreement and to use the Services and Software. You affirm that you are otherwise fully able and competent to enter into and abide by the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement. Your access may be terminated without warning if it comes to our attention that you are under the legal age to enter into this Agreement or are otherwise ineligible to enter into this Agreement or to use the Services and Software.

11. PAYMENTS AND CHARGES

11.1 *Charges.* You agree that Crave may charge your credit card, debit card, or other payment method selected by you and approved by Crave ("**Payment Method**") for all amounts due and owing in connection with your use of the Services, as set forth in the applicable Order Form or otherwise used or ordered by or for you through the Services, including set up fees, one-time fees, non-recurring fees, overages, per-use charges, subscription fees, recurring fees, and any other fees and charges associated with the Services or your account ("**Charges**"). As provided in Section 12, unless otherwise expressly specified an Order Form, all Charges are exclusive of Taxes and Fees. You agree to promptly update your Payment Method to allow for timely payment. Changes made to your Payment Method will not affect Charges that Crave submits to your chosen Payment Method before Crave could reasonably act on your changes. Additionally, you agree to permit Crave to use any updated Payment Method information provided by your issuing bank or the applicable payment network and to charge your current primary Payment Method by using the details of such Payment Method saved in our system, even if such Payment Method is declined. Crave further reserves the right to use your backup Payment Method to the extent one is provided. By adding a backup Payment Method, you authorize Crave to process any applicable Charges on your backup Payment Method if your primary Payment Method is declined.

11.2 *Non-Cancellable and Non-Refundable Charges.* You agree that all payments are non-cancellable for the Term and are final and non-refundable, unless otherwise agreed to by Crave, required by Law, or set forth in your Order Form.

11.3 *Changes to Pricing.* Crave may change prices for the Services at any time, in its sole discretion. For changes to your Charges, Crave will provide you with not less than (i) thirty (30) calendar days prior notice, or (ii) the time period prescribed by applicable Law (each, (i) and (ii), a "**Price Change Notice**"). Unless prohibited by the terms of your Order Form, any changes to your Charges will be effective upon the commencement of your next Renewal Term or other date calculated in accordance with applicable Law. If you seek to terminate or modify the Services affected by a Price Change Notice, then you must terminate or modify your affected Services within the applicable Price Change Notice time period. If you do not terminate or modify the affected Services within the applicable Price Change Notice time period, then you shall be deemed to have automatically accepted the change to your Charges, unless your affirmative, express consent to such change is required under applicable

Law. If required by applicable Law, we will remind you of your termination and modification right, any applicable time-period, and the consequences of not terminating.

11.4 *Promotional Rates and Discounts.* Prices specified in an Order Form may include a promotional rate, discount, sale, or special offer, which may be temporary and may expire (i) per the terms of the offer, or (ii) upon the commencement of a Renewal Term. The expiration of the discount or promotional pricing may expire without additional notice to you, unless specified in an Order Form or as required by applicable Law. Crave reserves the right to discontinue or modify any promotion, discount, sale, or special offer in its sole discretion.

11.5 *Collection of Charges.* You agree that if Crave is unable to collect the Charges for the Services through your Payment Method, Crave may, to the extent not prohibited by applicable Law, take any other steps it deems necessary to collect such Charges from you and that you will be responsible for all costs and expenses incurred by Crave in connection with such collection activity, including collection fees, court costs, and attorneys' fees. You further agree that, to the extent not prohibited by applicable Law, Crave may collect interest at the lesser of 1.5% per month or the highest amount permitted by Law on any Charges not paid when due.

11.6 *Support Services and Updates.* Crave will provide, at no additional costs, (i) standard support as set forth in our then-current Documentation, and (ii) standard updates to the Services and Software that are made generally available by Crave to similarly situated customers in the same geographic region during the Term. In accordance with applicable Law and the terms of this Agreement, Crave reserves the right to (a) modify its standard support and charge you for standard support and (b) charge you for any updates to the Services or for any premium features or functionality.

11.7 *Termination or Suspension for Non-payment.* Without limiting our rights in any other section of this Agreement, including 13.3, if any failure to pay Charges continues for five (5) calendar days following the due date, Crave may terminate, suspend, or disconnect your Services immediately and without prior notice.

11.8 *Billing Communications.* You agree that Crave may contact you via email or otherwise at any time with information relevant to your use of the Services, including billing communications, regardless of whether you have opted out of receiving marketing communications or notices.

11.9 *Withdrawal; Cooling-Off Period.* If under applicable Law you have a time period to terminate your Services based on a right of withdrawal, or a cooling-off period, you may request to terminate the affected Services in accordance with applicable Law and, if applicable, receive a pro rata refund of any prepaid and unused Charges. If the Services begin before any withdrawal or cooling-off period, or you fail to terminate your Services during the right of withdrawal or cooling-off period, then you acknowledge that you lose any termination rights under this Section 11.9. Nothing in this Section 11.9 is intended to limit or exclude any of your rights that cannot be limited or excluded under applicable Law.

12. TAXES

12.1 *Taxes and Fees.* Unless otherwise expressly specified by Crave as required by applicable Law, all prices shown by Crave and Charges for the Services on your account are exclusive of Taxes and Fees. Where applicable, Taxes and Fees will be charged on the invoices issued by Crave in accordance with applicable Laws. Crave, in its sole discretion, will (i) calculate the amount of Taxes and Fees due, and (ii) change such amounts without notice to you.

12.2 *VAT Invoices.* If required by Law, Crave will issue a VAT invoice, or a document that the relevant taxing authority will treat as a VAT invoice, to you. You agree that this invoice may be issued electronically.

12.3 *Tax exemptions.* If you are exempt from any Taxes and Fees, you will provide Crave with all appropriate tax exemption certificates, and/or other documentation satisfactory to the applicable taxing authorities, to substantiate such exemption status. Crave reserves the right to review and validate tax exemption documentation. If the tax exemption documentation is not provided or not valid, Crave reserves the right to charge applicable Taxes and Fees to you.

12.4 *Payment of Taxes and Withholding.* You will pay Crave, and you are solely responsible for, any applicable Taxes and Fees. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding Taxes and Fees as may be required by applicable Law. If any such deduction or withholding Taxes and Fees (including domestic or cross-border withholding taxes) are required on any payment, you will pay such additional amounts as necessary, such that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

12.5 *VAT – Customer Obligations.* If Taxes and Fees are due towards the taxing authorities by you instead of Crave, through the reverse charge or other similar mechanism, you will provide Crave with all appropriate evidence for Crave to demonstrate your business nature, such as a valid VAT registration number (or similar information required under the relevant VAT Laws). Crave reserves the right to review and validate your VAT registration number. If the VAT registration number is not valid, Crave reserves the right to nevertheless charge the applicable VAT to you. For the avoidance of doubt, if VAT is due by you to a taxing authority, through the reverse charge or other similar mechanism, you are solely responsible for paying those amounts to the relevant taxing authority, such that Crave receives the full amount of payment required.

12.6 *Tax Determination.* Tax determination is principally based on the location where you have established your business based on your Customer Data, or if you are an individual, where you permanently reside. This location will be defined by Crave as your ‘Sold To’ address. Crave reserves the right to cross reference this location against other available evidence to validate whether your location is accurate. If your location is inaccurate, Crave reserves the right to charge you any outstanding Taxes and Fees.

12.7 *Use and Enjoyment.* If you subscribe to any Services, and those Services are used and enjoyed by a subsidiary of you in a country that is different from your location as determined pursuant to Section 12.6, you confirm that, where required, you will treat this as a supply to your subsidiary. If you subscribe to the Services and those Services are used and enjoyed by a branch or individual in a country that is different to your location as determined pursuant to Section 12.6, you acknowledge that you will inform Crave of the Services that have been allocated, and you acknowledge that Crave reserves the right to charge Taxes and Fees based on the use and enjoyment of those Services.

13. TERM; TERMINATION AND SUSPENSION

13.1 *Term; Automatic Renewal.* Each Order Form will specify your Initial Term and any applicable Renewal Term for the Services. Unless your Order Form expressly states otherwise or applicable Law prohibits automatic renewal, each Renewal Term for the Services will begin automatically at the end of the then-current Initial Term or Renewal Term, as the case may be, unless either party provides written notice of termination or modification of the Services provided under such Order Form (i) at least thirty (30) calendar days prior to the commencement of the next Renewal Term, or (ii) within the notice period required by applicable Law (collectively, (i) and (ii), the “**Renewal Notice Period**”). In order to terminate or modify the affected Services, you must provide notice to Crave, via the billing portal (if available for your account) or in an email to collections@craveinteractive.com, in accordance with the Renewal Notice Period.

13.2 *Customer Termination.* Termination of Services will be effective as to each such Service on the last day of the then-current term for each applicable Service, provided that you provide proper and timely notice pursuant to Section 13.1. You may terminate this Agreement by providing written notice of termination if Crave has materially breached this Agreement and has not cured such material breach within thirty (30) business days of Crave’s receipt of your written notice of such breach. Your notice shall state the specific provision in this Agreement that you contend Crave has breached and set forth in reasonable detail the facts and circumstances you allege provide the basis for such breach.

13.3 *Crave Termination Rights and Suspension.* Notwithstanding anything to the contrary herein, if you fail to comply with any provision of this Agreement or any referenced policies, guides, notices, or statements, Crave may (i) immediately suspend your access to the Services, or (ii) terminate this Agreement, effective immediately. If Crave chooses to suspend your Services and the failure to comply continues, Crave may exercise any or all of

its termination rights in this Section 13.3. Additionally, Crave may terminate this Agreement, for any reason or no reason, upon thirty (30) business days' advance notice.

13.4 *Effect of Termination or Suspension.* Upon any termination of this Agreement, you must cease any further use of the Services and Software, except for any access rights granted in Section 13.5. No expiration or termination of this Agreement will affect your obligation to pay all Charges that may have become due before such expiration or termination, including that Crave may retain any Charges previously paid by you if this Agreement is terminated, unless prohibited by applicable Law. If your Services are suspended for your failure to comply with this Agreement, you will be liable for all Charges due and owing during the period of suspension.

13.5 *Deletion and Access to Customer Content After Termination.* For thirty (30) calendar days following expiration or termination of this Agreement, Crave will provide you access to retrieve your Customer Content, after which time your Customer Content will be deleted according to applicable Law, this Agreement, and our regularly scheduled deletion protocols, policies, and procedures. All access during the period set forth in this Section 13.5 is provided to you subject to and governed by this Agreement.

14. MODIFICATIONS TO THIS AGREEMENT

14.1 *General Changes.* Crave may make modifications, deletions, and additions to this Agreement (“Changes”) from time to time in accordance with this Section 14.1. Changes to these Terms of Service will be posted on our website, which you should regularly check for the most recent version and also save the most up to date version in your files. When Changes are made, Crave will indicate the effective date of the Changes at the top of the Terms of Service. If you continue to use the Services after the effective date of the Changes, then you agree to the revised terms and conditions. In some instances, Crave may notify you of a Change and also may request express confirmation of your consent to a Change. If a Change requires a specific notice pursuant to applicable Law, Crave will provide you with such notice in the manner prescribed by applicable Law, together with any required notification of your rights.

14.2 *Other Changes.* You agree that Crave may modify, delete, and make additions to its guides, statements, policies, and notices, with or without notice to you, and for similar guides, statements, policies, and notices applicable to your use of the Services by posting an updated version on the applicable webpage.

14.3 *Change Notifications.* It is your responsibility to keep your email address up to date for any notices that Crave may send to you from time to time and to regularly review this Agreement by reviewing these Terms of Service.

15. CRAVE PROPRIETARY RIGHTS; FEEDBACK

15.1 *Feedback.* If you or any of your employees, contractors, agents, or End Users send, transmit, or otherwise provide any feedback, comments, suggestions, questions, or the like, regarding the Services or Software, including any ideas, know-how, concepts, enhancements, recommendations, or other information relating to the Services or Software, including suggesting or recommending changes to the Services or Software such as new features or functionality relating thereto (collectively, “Feedback”), you acknowledge that (i) Crave owns, and Crave shall retain ownership of all right, title, and interest in and to such Feedback, including any Proprietary Rights therein, and (ii) Crave may, but is not required to use, the Feedback, including any Proprietary Rights therein, for any purpose whatsoever without any attribution, financial compensation, or reimbursement of any kind to you or any third party. You hereby unconditionally and irrevocably assign and agree to assign to Crave on your behalf, and you shall cause your employees, contractors, agents, and End Users to unconditionally and irrevocably assign and agree to assign, all right, title, and interest in and to the Feedback, including all Proprietary Rights relating thereto. All Feedback is and will be treated as Crave Confidential Information until Crave, in its sole discretion, chooses to make any specific Feedback non-confidential.

15.2 *Ownership of Crave Property.* Crave, its affiliates, its licensors, and suppliers (as applicable) own and shall retain ownership of (i) all Service Generated Data (as provided in Section 9.2), (ii) all Feedback (as provided in Section 15.1), (iii) the Services and Software, and any underlying or other technology and intellectual property embodied or contained in, used to provide or support, or otherwise associated or provided in connection with, the Services or Software, including all Proprietary Rights related thereto, and (iv) all trade names, trademarks, service marks, trade dress, logos, icons, insignia, symbols, interface and other designs, domain names and

corporate names, and the like (whether registered or unregistered) (“**Trademarks**”) associated or displayed with the Services or Software, together with the goodwill associated with any of the foregoing Trademarks (all of the foregoing, collectively “**Crave Property**”). You may not frame or utilize framing techniques to enclose any Trademarks, or other proprietary materials or information (including images, text, page layout, or form) of Crave without our express prior written consent. You may not use any meta tags or any other “hidden text” utilizing Trademarks without our express prior written consent. No rights to use the Trademarks are provided to you herein.

15.3 *Reservation of Rights.* Crave reserves all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party, any Proprietary Rights or other right, title, or interest in or to any Crave Property or other intellectual property provided in connection with this Agreement or the Services or Software.

16. CONFIDENTIALITY

16.1 *Definition.* “**Confidential Information**” means: (i) with respect to Crave, any information disclosed by, for, or on behalf of Crave, directly or indirectly, to you or any End User in connection with this Agreement, the Services or Software, or learned or accessed by you or any End User in connection with the Services or Software, including business information, development plans, product roadmap details, systems, strategic plans, source code, services, products, pricing, methods, processes, financial data, programs, trade secrets, know-how, and marketing plans, however it is conveyed in any form or medium, together with all information derived from the foregoing, and any other information that is designated as being confidential (whether or not it is marked as “confidential”) or which is known by you or the End User or reasonably should be understood by you or the End User to be confidential (“**Crave Confidential Information**”); and (ii) with respect to you, any information disclosed by you to Crave that (a) must be kept confidential pursuant to applicable Law or (b) is sensitive security and technical information that is clearly and conspicuously marked as “confidential” by you (“**Customer Confidential Information**”). Customer Content is not Customer Confidential Information; however, Customer Content will be protected in accordance with Section 9.5.

16.2 *Exclusions.* Confidential Information does not include information that: (i) is already rightfully known to the receiving party at the time it is received, free from any obligation to keep such information confidential; (ii) becomes publicly known or available through no act or omission of the receiving party or any third party; (iii) is rightfully received from a third party without restriction and without breach of this Agreement; or (iv) is independently developed by the receiving party without the use of the disclosing party’s Confidential Information.

16.3 *Obligation of Confidentiality.* You and Crave shall take reasonable steps to maintain the confidentiality of each other’s Confidential Information using measures that are at least as protective as those taken to protect its own information of a similar sensitivity, but in no event using less than a reasonable standard of care. Neither you nor Crave will disclose the other party’s Confidential Information to any person or entity except to its employees, advisors, and lawyers who have a strict need to know the information in connection with this Agreement and who are bound by confidentiality obligations at least as protective as the provisions herein. In addition to the foregoing permitted disclosures, Crave also may disclose Customer Confidential Information to its consultants, contractors, service providers, subprocessors, and other third parties who are bound by confidentiality obligations at least as protective as the confidentiality provisions herein.

16.4 *Permitted and Compelled Disclosures.* Notwithstanding the restrictions in this Section 16 and without limiting any other rights of Crave, we may disclose Customer Confidential Information received in connection with this Agreement, the Services, or Software to the extent required by applicable Law; provided, however, that Crave will first notify you, unless providing such notice or timely notice is: (i) prohibited by applicable Law; or (ii) determined by Crave in its sole discretion to be (a) a risk or potential risk of harm to a person or to the health of a person, (b) a risk or potential risk of damage to property, (c) an emergency, or (d) a threat to the Services, Software, or Crave’s rights or property.

17. THIRD PARTY PROPRIETARY RIGHTS

You agree to not, and to not permit any End User to, post, modify, distribute, or reproduce in any way in connection with your or your End Users' use of the Services or Software any copyrighted material, trademarks, or other proprietary material that may infringe, misappropriate, or otherwise violate another's Proprietary Rights without obtaining the prior written consent of the owner of the Proprietary Rights. You represent and warrant that you are either the author of all Customer Input to be provided under this Agreement or have obtained and hold all rights necessary to provide such Customer Input and receive all Customer Content in the form provided by Crave, in connection with your or your End Users' use of the Services or Software. Crave may deny access to the Services to any End User who is alleged to infringe another person's Proprietary Rights and may remove any stored Customer Content upon Crave's receipt of notice by the Proprietary Rights owner (e.g., a takedown request). Without limiting the foregoing, if you believe that any of your Proprietary Rights have been infringed in connection with the Services, notify Crave in writing to collections@craveinteractive.com.

18. APPLE iOS TERMS OF USE

By accessing or downloading a Crave application from the Apple App Store, you are agreeing to Apple's Licensed Application End User License Agreement ("**Apple Terms**"). This Agreement governs if there is a conflict with the Apple Terms.

19. THIRD-PARTY INTEGRATIONS AND OFFERINGS

The Services or Software may interoperate, integrate, or be used in connection with third party offerings and services ("**Third-Party Offerings**"). Crave is not responsible for, and Crave hereby disclaims any liability for, any act or omission of any provider of Third-Party Offerings or the operation of any Third-Party Offerings, including access to, modification of, or deletion of data, regardless of whether Crave or a Service endorses, approves, or supports any such Third-Party Offerings. Crave does not guarantee the interoperation, integration, or support of any Third-Party Offerings. Crave may, at any time, in its sole discretion, modify the Services or Software, which may result in the failed interoperation, integration, or support of Third-Party Offerings. You have sole discretion whether to purchase or connect to any Third-Party Offerings, and your use of any Third-Party Offering is governed solely by the terms of such Third-Party Offerings.

20. NO HIGH-RISK USE

The Services are not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. You shall not use the Services or Software for or in connection with any high-risk environment. You further agree not to use the Services or Software in an unsafe manner, including while driving, walking, or otherwise without your full attention where risk to you, your End Users, or others may arise or result.

21. INJUNCTIVE RELIEF

You acknowledge that any use of the Services or Software contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Services or Software, may cause irreparable injury to Crave, its affiliates and suppliers, and under such circumstances Crave, its affiliates and suppliers shall be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

22. NO WARRANTIES

YOU AGREE THAT THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS" AND CRAVE, ITS AFFILIATES, SUPPLIERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CRAVE, ITS AFFILIATES, SUPPLIERS, AND LICENSORS MAKE NO GUARANTEE, PROMISE, WARRANTY, OR REPRESENTATION (i) REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR SOFTWARE, (ii) REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR SOFTWARE, OR (iii) THAT THE SERVICES OR SOFTWARE WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR SOFTWARE IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES OR

SOFTWARE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES OR SOFTWARE REMAINS WITH YOU. CRAVE DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY DATA, INCLUDING CUSTOMER CONTENT AND CUSTOMER DATA, USER INFORMATION, OR COMMUNICATIONS BETWEEN USERS. USE OF THE SERVICES AND SOFTWARE IS AT YOUR SOLE RISK.

23. EXPORT

23.1 *Export License.* You agree to not, and to not permit any End User to, export, directly or indirectly, any technical data acquired from Crave under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

23.2 *Obligations of Export.* You undertake: (a) contractually to oblige any third-party to whom you disclose or transfer any such data or products to make an undertaking to it in similar terms to the one set out above; and (b) if requested, to provide Crave with any reasonable assistance, to enable us to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

24. INDEMNIFICATION

To the extent not prohibited by applicable Law, you agree to indemnify, defend, and hold Crave and its affiliates and each of our licensors and suppliers ("**Indemnified Parties**") harmless, including any officers, directors, employees, shareholders, members, consultants, and agents of the Indemnified Parties, from any third party allegation, claim, proceeding, liability, damage, or cost (including reasonable attorneys' fees) arising out of or related to (i) your or your End User's use of the Services or Software, (ii) your or your End User's breach of this Agreement or violation of applicable Law, (iii) your or your End User's infringement or violation of any Proprietary Rights or other right of any person or entity, (iv) your relationship with your End User or any dispute between you and your End User, or (v) a personal injury or property damage to a third party relating to your or your End User's acts or omissions.

25. LIMITATION OF LIABILITY

CRAVE AND ITS AFFILIATES AND EACH OF THEIR LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY: SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY; UNAUTHORIZED ACCESS TO, LOSS OF, DELETION OF, OR ALTERATION OF SYSTEM DATA, CUSTOMER CONTENT, OR CUSTOMER DATA; COSTS RELATED TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; TERMINATION, SUSPENSION, DISCONTINUANCE, OR DISCONNECTION OF THE SERVICES; A FAILURE OF YOUR INTERNET SERVICES, DOWNTIME, OR MAINTENANCE; OUR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES; OR DAMAGES, IN THE AGGREGATE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEEDING THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS.

THESE EXCLUSION OF DAMAGES AND LIMITATIONS ON AVAILABLE DAMAGES APPLY, TO THE EXTENT PERMISSIBLE BY LAW, TO ALL CLAIMS, OBLIGATIONS, AND LIABILITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF CRAVE, ITS AFFILIATES, OR OUR LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY BE INCURRED BY YOU AND EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

26. ANONYMIZED AND AGGREGATED DATA

You agree that Crave may obtain and aggregate technical and other data about your and your End Users use of the Services and Software on a de-identified or anonymized basis ("**Aggregated Anonymous Data**"), and Crave may use the Aggregated Anonymous Data in accordance with applicable Law, including to analyse, develop,

improve, support, and operate the Services and Software provided to you or other unrelated customers, during and after the term of this Agreement, including to generate industry benchmarks or best practices guidance, recommendations, or similar reports.

27. POLICIES; DATA PROCESSING

27.1 *Privacy Policy.* You consent to and agree to our Privacy Policy, and you are on notice of and acknowledge that our collection, sharing, and processing (which may include organizing, structuring, storing, using, or disclosing) of your personal data will be subject to our Privacy Policy.

27.2 *Guides, Notices, and Other Policies.* You consent to and agree to our applicable guides, statements, notices, and policies located at <https://craveinteractive.com/terms-conditions>, and you are on notice of and acknowledge that use of the Services by you or your End Users is subject to these guides, notices, and policies.

27.3 *Data Processing.* If you are a business, enterprise, or education account owner and your use of the Services requires Crave to process an End User's personal data, you acknowledge and agree that you are the data controller and that Crave shall be a data processor, and in any such case: (a) you acknowledge and agree that the personal data may be transferred or stored outside the EEA or the country where you or your End Users are located in order to carry out the Services and our other obligations under this agreement; (b) you shall ensure that you are entitled to transfer the relevant personal data to Crave so that we may lawfully use, process and transfer the personal data in accordance with this Agreement on your behalf; (c) you shall ensure that the relevant third-parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and (d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

28. MARKETING

You grant Crave permission and the right to (i) identify you as a customer and to use your logo across Crave marketing materials (e.g., the Crave Website, emails, presentations, brochures), and (ii) develop content around your experience as a Crave customer (e.g., a written case study or video case study). Any content created under the foregoing clause (ii) of this Section 28 will be created in cooperation with you and used only upon your written approval. Crave will use any trademarks provided by you pursuant to clause (i) of this Section 28 in accordance with any reasonable brand guidelines that you provide to us in writing prior to our use.

29. MISCELLANEOUS

29.1 *Assignment; Successors and Assigns.* You may not assign your rights or transfer any of your obligations under this Agreement without our prior express written consent. Any purported assignment or transfer in violation of this section is null and void. We may assign our rights or transfer any or all of our obligations under this Agreement at any time, without prior notice to you, (i) in the event of a merger, acquisition, or sale of all or substantially all of our assets, or (ii) to our affiliate. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.

29.2 *Contracting Entity.* If your Crave account reflects a bill to or sold to address in the United States, the contracting entity under this Agreement shall be Crave's affiliate, Crave Interactive Inc.

29.3 *Governing Law; Jurisdiction; and Venue.* The laws of England and Wales, regardless of conflict of laws principles, govern all matters arising out of or relating to this Agreement, including its interpretation, construction, performance, and enforcement. The parties consent to the exclusive jurisdiction and venue of the courts located in England and Wales. Notwithstanding the above, you and Crave agree that this paragraph does not preclude either you or us from initiating any proceedings before any foreign patent, trademark, or copyright office, as long as any such proceeding relates to the validity, enforceability, or unenforceability of any copyright, patent, trademark, or other intellectual property right owned or assigned to either you or Crave. If you are acting as a consumer under this Agreement and are domiciled in a Member State of the European Union or the European Economic Area, or in the United Kingdom, the foregoing choice of governing law will not deprive you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the Laws applicable to you where you habitually reside.

29.4 *Language and Translations.* All notices and communications under this Agreement must be provided in the English language. If we provide a translation of the English-language version of this Agreement, then the English-language version of this Agreement controls in the event of conflict or inconsistency.

29.5 *Merger; Integration.* This Agreement constitutes and embodies the final agreement between you and Crave and contains the complete and exclusive expression of your and our agreement pertaining to its subject matter. All prior or contemporaneous writings, negotiations, and discussions between you and Crave regarding the subject matter hereof are expressly merged into and superseded by this Agreement. We expressly object to and do not agree to any terms and conditions presented by you that are in addition to or different from those contained in this Agreement or an Order Form. You acknowledge that no terms and conditions presented by you that purport to add to, modify, or vary the terms and conditions of this Agreement or an Order Form will be binding on us, including (i) text or information set forth on any purchase order, email correspondence, invoice or invoice process, or pre-printed form, or (ii) terms and conditions of any request for proposal, request for bid, request for information, or questionnaire. In entering into this Agreement, neither you nor Crave has relied upon any statement, representation, warranty, or agreement of the other party except to the extent expressly contained in this Agreement.

29.6 *No Agency Relationship.* Crave and you are independent contractors and do not intend to create an express or implied agency relationship by entering into this Agreement.

29.7 *No Third-Party Rights or Remedies.* This Agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than Crave and you.

29.8 *Notice.* We may give notice to you by (i) electronic mail to your email address on record in your account information, (ii) written communication sent by letter delivered by a nationally recognized delivery service, or (iii) first-class postage prepaid mail to your address on record in your account information. You are responsible for ensuring that your email address and property address on record are current. You agree that any notice sent to the then-current email or property address in our systems is adequate and binding notice upon you. You will provide notice to us (such notice is deemed given when received by Crave) by letter delivered by a nationally recognized delivery service or first-class postage prepaid mail to Crave at "Attention Legal Dept., Crave Interactive Ltd, Derwent House, University Way, Cranfield, Bedfordshire MK43 0AZ, United Kingdom."

29.9 *Severability.* If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way. You and Crave intend that any invalid, illegal, or unenforceable portions of this Agreement will be interpreted to provide the greatest effect and intent of the original. If a construction of the invalid, illegal, or unenforceable portion is not possible, the invalid, illegal, or unenforceable portion will be severed from this Agreement and the rest of this Agreement will remain in full force and effect.

29.10 *Survival.* All sections of this Agreement which, by their nature should survive termination or expiration, will survive, including sections pertaining to confidential information, Crave's Proprietary Rights, license rights granted by you to Crave, payment obligations, warranty disclaimers, indemnification, arbitration, and the limitation on liability.

29.11 *Waiver.* Crave's failure to exercise any right or enforce any condition or provision under this Agreement does not operate as a current or future waiver. For any waiver to be effective against us, the waiver must be in a writing signed by Crave's duly authorized representative.

29.12 *Interpretation.* Any heading, caption, or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural and vice versa, where appropriate and unless otherwise specified. Any use of the term "e.g." or "including" or variations thereof in this Agreement will be construed as if followed by the phrase "without limitation."

30. DEFINITIONS

The following definitions apply to this Agreement:

“Crave Web-based Application” means Crave’s web client that allows you and End Users to join a call in a web browser without downloading any plugins or software.

“Crave Website” means Crave’s website located at <https://craveinteractive.com/> or such other website as Crave may maintain from time to time.

“Customer Data” means information provided to Crave so that Crave can fulfil the terms of this Agreement and provide access to the Services (e.g., company name, billing address, taxpayer ID number, VAT registration number, contact name and information).

“Agent” means an individual who is an identified employee, contractor, or agent of yours to whom you assign the right to receive calls. An Agent subscription may not be shared or used by anyone other than the individual assigned to be that Agent.

“End User” means an Agent or User who uses the Services or Software.

“Initial Term” means the Initial Term for a Service as specified in an Order Form.

“Law” means all national, regional, state, provincial or local law, statute, rule, regulation, ordinance, administrative ruling, judgment, decree, order, directive, or policy applicable to Crave’s provision of and your use of the Services or Software.

“User” means an individual, other than the Agent, who accesses or uses the Services, with or without the permission and knowledge of the Agent.

“Proprietary Rights” means any copyright, patent, trade secret, know-how, trademark, servicemark, trade name, rights of publicity, or other intellectual property or proprietary rights.

“Renewal Term” means the renewal subscription term for a Service commencing after the Initial Term or another Renewal Term as specified in an Order Form.

“Services” means (i) any services described in and made available to you as set forth in an Order Form that references this Agreement, (ii) any free services provided by Crave to you, in its sole discretion, in connection with this Agreement and whether or not described in the Order Form, (iii) any support services provided by Crave to you in accordance with our then-current Documentation, an Order Form that references this Agreement, or both, and (iv) the Crave Website, including any access to or use of the Crave Web-based Application.

“Taxes and Fees” means all applicable sales, use, environmental or regulatory taxes (including VAT), fees, tariffs, duties (including customs duties), or other charges, surcharges or assessments of similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the foregoing) levied on or otherwise associated with the provision of the Services to you or your use thereof (exclusive of any income tax imposed on Crave).

“Term” refers to the period comprising the Initial Term or then-current Renewal Term.

“VAT” means any value added tax, and any other tax of a similar nature, whether imposed in a Member State of the European Union in substitution for, or levied in addition to, such tax, or imposed elsewhere, any Goods and Services Tax, PIS/COFINS, any similar indirect Tax or any Tax analogous thereto imposed in connection with, or otherwise relating to, the Services rendered by Crave to you.