

# Exhibit A: Definitions

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

<b>Affiliate</b>	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 may assign this Agreement and/or its obligations under this Agreement to an Affiliate.
<b>Alphacruncher Credits</b>	means the unit of account charged for consumption of additional resources or add-on services.
<b>Alphacruncher’s Brand Features</b>	means Alphacruncher’s trade names, trademarks, logos, domain names, and other distinctive brand features.
<b>Alphacruncher Indemnified Materials</b>	means Alphacruncher’s Technology used to provide the Services and Alphacruncher’s Brand Features.
<b>Alphacruncher Support Personnel</b>	means Alphacruncher’s representatives responsible for handling technical support requests. Upon written permission by Customer, Alphacruncher shall be permitted to commission Alphacruncher’s representatives to carry out Alphacruncher’s obligations under this Agreement. In this instance Alphacruncher’s representatives shall have a contractual relationship only with Alphacruncher. Alphacruncher is not permitted to assign this Agreement and/ or its obligation under this Agreement to Alphacruncher’s representatives without the prior written permission by Customer.
<b>Alphacruncher Technology</b>	means any but is not limited to all Services, Documentation, 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.

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<b>Client Software</b>	means any and all software, whether proprietary, commercially licensed, or open source, that the Customer supplies for deployment, operation, or utilization on or in conjunction with the Covered Service provided by Alphacruncher. This includes, but is not limited to, applications, libraries, tools, and configurations essential for the Customer's use of Alphacruncher's Service offerings.
<b>Confidential Information</b>	means any and all information that is disclosed during the Term of this Agreement to the Receiving Party by the Disclosing Party, 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 and/ or labelled at the time of such disclosure as proprietary or confidential, 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 and Costumer Materials constitutes Customer Confidential Information.
<b>Contractor</b>	means the independent contractors and consultants permitted by Customer to serve as Users of the Service.
<b>Covered Services</b>	means the Service subject to the Service Level Agreement set forth in Exhibit C: Service Level Agreement
<b>Customer Data</b>	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.

<b>Customer Materials</b>	means any but is not limited to information, documentation, equipment, infrastructure and IP Rights provided by the Customer to Alphacruncher for the provision of Scientific Services.
<b>Deliverables</b>	means tangible or intangible results arising out of the provision of Scientific Services carried out through a Statement of Work.
<b>Disclosing Party</b>	means the Party that discloses Confidential Information during the Term of this Agreement or its Exhibits.
<b>Documentation</b>	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.
<b>Downtime</b>	means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server-side error rate.
<b>Downtime Period</b>	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.
<b>Exhibit</b>	Supplementary documents to the Order Form as attached to this Agreement constitute an integral part of the Agreement.
<b>Feature Request</b>	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.
<b>Feedback</b>	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.
<b>Fees</b>	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 by a court of competent jurisdiction.

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**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.

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**Maintenance**

means maintenance work that is performed on hardware or software delivering the Services. Upon written permission by Customer, Alphacruncher shall be permitted to commission other parties to carry out Alphacruncher's obligations under this Agreement. In this instance the other party shall have a contractual relationship only with Alphacruncher. Alphacruncher is not permitted to assign this Agreement and/ or its obligation under this Agreement to such other party without the prior written permission by Customer.

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**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.

<b>Offer</b>	Alphacruncher’s proposal to provide Services, including a technical description.
<b>Open Source Software</b>	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
<b>Order Form</b>	Section 1 to section 5.4 of the Service Agreement.
<b>Personal Data</b>	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
<b>Renewal Order Form</b>	means a new Order Form
<b>Retrieval Right</b>	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.
<b>Request</b>	means a request from the Customer to Alphacruncher Support Personnel for technical support to resolve a question or problem report regarding the Services.
<b>Scheduled Maintenance</b>	means Downtime related to network, hardware, or software maintenance or upgrades. Scheduled Maintenance shall be performed at Alphacruncher’s discretion.
<b>Scientific Service</b>	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). Alphacruncher shall be permitted to commission Subcontractors to

carry out Alphacruncher’s obligations under this Agreement upon prior written permission by Customer. In this instance the Subcontractor shall have a contractual relationship only with Alphacruncher. Alphacruncher is not permitted to assign this Agreement and/ or its obligation under this Agreement to the Subcontractor without the prior written permission by Customer.

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<b>Service Help Centre</b>	means the resources intended to provide the Customer with information and support related to Services accessible at such URL as Alphacruncher may provide.
<b>Service Levels</b>	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.
<b>Service Level Agreement</b>	means the document defined in Exhibit C: Service Level Agreement.
<b>Service Unusable</b>	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.
<b>Standard Request</b>	means a Request made by the Customer to Alphacruncher that is not a Service Unusable Request or Feature Request.
<b>Software</b>	means the proprietary and licensed software components as well as interfaces, and application programming interface (APIs) used by Alphacruncher to provide the Services.
<b>Statement of Work or SOW</b>	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.
<b>Subcontractors</b>	Suppliers used by Alphacruncher to provide the Services. Upon written permission by Customer, Alphacruncher shall be permitted to commission

Suppliers to carry out Alphacruncher's obligations under this Agreement. In this instance the Supplier shall have a contractual relationship only with Alphacruncher. Alphacruncher is not permitted to assign this Agreement and/ or its obligation under this Agreement to Subcontractors without the prior written permission by Customer.

<b>Taxes</b>	means any compulsory financial charge or some other type of levy imposed upon a taxpayer by a governmental organization.
<b>Technical Support Services or TSS</b>	means the technical support services provided by Alphacruncher to the Customer under the TSS Guidelines.
<b>TSS Guidelines</b>	means the then-current support service guidelines at <a href="https://alphacruncher.com">https://alphacruncher.com</a>
<b>Term</b>	Duration of the Agreement as set forth in the Order Form.
<b>Terms</b>	Alphacruncher's Order Form and Exhibit B
<b>Usage Data</b>	<p>refers to the comprehensive set of information generated and collected in connection with a customer's interaction with the Service. This data primarily includes E-Mails, query logs and any additional data, other than the actual Customer Data, that relates to the Customer's use of the Service. Key aspects of Usage Data in the context of the Service are:</p> <ol style="list-style-type: none"><li>1. Query Logs: These are detailed records of the user's interactions with the Service through search queries or commands that track what features or information the user is seeking.</li><li>2. Operational metrics: These are data about the performance of the Service from the user's perspective, such as load times, error rates, or frequency of use of certain features.</li><li>3. Support-related information: Data generated by Customer Support interactions, such as help desk inquiries, troubleshooting requests, and</li></ol>

feedback on the usability or functionality of the Service.

4. Usage Patterns: Analytical insights derived from how the user interacts with the service, including which features are used most frequently, usage patterns over time, session lengths, and navigation paths within the service.

5. Technical Data: Information about the customer's system and software environment, such as browser types, device information, operating system versions, which can be critical to optimizing the Service for different technical contexts.

6. Exclusion of Customer Data: Importantly, Usage Data does not include the actual content or proprietary data that Customer enters or processes through the Service, which is referred to as "Customer Data".

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**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.