



Definitions

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with Customer, where “control” means ownership of more than fifty percent (50%) of the voting interests.

“Ancillary Services” means any professional, implementation, training, consulting, or other services provided by Parsable to Customer that are ancillary or supplemental to the Service, as identified and described in an applicable Order Form or statement of work.

“Customer Data” shall mean any and all data, content, information, or materials submitted, uploaded, imported, or otherwise provided by or on behalf of Customer or its Users to the Service, or generated by the Service on Customer’s behalf, including without limitation any Personal Data contained therein. Customer Data does not include anonymized or aggregated data prepared by Parsable in accordance with Section 5.3 of this Agreement.

“Disabling Code” shall mean any code, routine, instruction, or device, including any virus, worm, time bomb, back door, Trojan horse, or other harmful or malicious code, that is designed to or has the capacity to: (i) disrupt, disable, harm, or impede the operation of any software, hardware, network, or system; (ii) permit unauthorized access to or use of any system or data; or (iii) damage or destroy any data or files without the authorization of the user.

“Documentation” shall mean all textual material, whether printed or electronic, that describes the design, function, operation or use of the Solution and that is made available by Parsable in conjunction with the Solution.

“Effective Date” shall mean the date first written in the preamble of this Agreement.

“Order Form” means Parsable’s standard written ordering document(s), including any online order or quote, entered into between Parsable and Customer that specifies the Service(s) or Ancillary Services purchased, applicable subscription term, quantities, fees, and any additional terms and conditions applicable to such purchase, and that is incorporated into and made a part of this Agreement upon execution by both parties.

“Personal Data” shall mean any information relating to an identified or identifiable natural person, as such term is defined under applicable data protection and privacy laws, including without limitation the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and any equivalent or successor legislation. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, or online identifier.

“Professional Services” shall mean implementation, configuration, training, integration, project management, and other professional or consulting services provided by Parsable or its approved Subcontractors to Customer in connection with the Service, as specified in an applicable Order Form or statement of work, and as further described in Section 13 of this Agreement and at <https://parsable.com/implementation-services-program-guide/>.

“Reseller” means any third-party entity that has entered into a separate reseller, partner, or channel agreement with Parsable authorizing such entity to market, sell, or distribute the Service to end customers, including Customer, on behalf of or in conjunction with Parsable. Where a Reseller is involved in Customer's purchase of the Service, references in this Agreement to Parsable's billing and payment obligations may be modified as set forth in the applicable Order Form.

“Sensitive Personal Information” shall mean a category of Personal Data requiring heightened protection under applicable law, including without limitation: social security numbers or national identification numbers; financial account numbers, credit or debit card numbers, or payment card data; medical or health information, including information protected under the Health Insurance Portability and Accountability Act (HIPAA); biometric data; data concerning racial or ethnic origin, religious beliefs, sexual orientation, or political opinions; and any other category of personal information designated as “sensitive” under applicable data protection laws. Customer acknowledges that the Service is not designed or intended to process Sensitive Personal Information.

“Service” means the Parsable Connected Worker® cloud-based software platform and any associated software, applications, application programming interfaces (APIs), features, functionalities, and updates thereto, made available to Customer by Parsable on a subscription basis pursuant to this Agreement and the applicable Order Form(s), as further described in the Documentation. The Service does not include Ancillary Services, third-party products or services, or any software separately licensed to Customer by third parties.

“Subcontractor” shall mean any third-party individual, contractor, or entity engaged by Parsable to perform any portion of Parsable's obligations under this Agreement, including the provision of the Service or any Professional Services. Parsable shall remain fully responsible for the performance of any Subcontractor and shall ensure that each Subcontractor is bound by obligations no less protective than those imposed on Parsable under this Agreement.

“Support Program” means Parsable's then-current customer support offering applicable to the Service, as described in Exhibit A attached hereto, which may include technical support, ticketing, response time commitments, and other support services. Parsable reserves the right to modify the Support Program from time to time upon reasonable notice to Customer, provided that no modification shall materially degrade the level of support available to Customer during an active subscription term.

“Users” shall mean the individual employees, agents, contractors, and representatives of Customer or its Affiliates who are authorized by Customer to access and use the Service under Customer's account, in accordance with this Agreement and the applicable Order Form. Customer is responsible for all actions and omissions of its Users in connection with the Service and for ensuring that all Users comply with the terms of this Agreement.