

Cellopoint

End User License Agreement

If you have a separate written agreement with Cellopoint International Corporation with respect to use of the Service or any related services, this End User License Agreement will not apply to you.

This End User License Agreement ("**Agreement**") govern your ("**Customer**") use of the Service and allow you to receive Support. By clicking a box indicating your acceptance of this Agreement, (e.g., "I Agree," "Accept Terms," "I Understand and Agree") or similar button on the Service registration page, or executing an Order, as further described below, or by otherwise accessing the Service, you represent that (1) you have read, understand, and agree to be bound by this Agreement, (2) you are of legal age to form a binding contract with Cellopoint International Corporation, having its principal place of business at 25F., No. 7, Sec. 2, Xianmin Blvd., Banqiao Dist., New Taipei City, Taiwan (R.O.C.), ("**Cellopoint**," "we," "our," or "us", Cellopoint and Customer may each be referred to separately as, a "**Party**," or together as, the "**Parties**"), and (3) you have the authority to enter into this Agreement personally or on behalf of the company or other organization you represent, and to bind that entity to this Agreement. In the event you are agreeing to this Agreement on behalf of a company or organization, "**Customer**," will refer to the entity you are representing. We may update this Agreement from time to time in accordance with Section 14.5 (Updates).

Capitalized terms are defined in Section 15 (Glossary) or in context below.

1. ACCESS OF THE SERVICE

1.1. The Service. Subject to this Agreement, Customer may use the Service for its own business purposes during each Subscription Term ("**Permitted Use**"). This includes the right to copy and use the Documentation as part of Customer's Permitted Use.

1.2. Users. Customer is responsible for provisioning and managing its User accounts, for its Users' actions through the Service and for Users' compliance with this Agreement. Customer will require that Users keep their login credentials confidential and will promptly notify Cellopoint upon learning of any compromise of User accounts or credentials.

1.3. Affiliates. Customer's Affiliates may serve as Users. Customer shall be responsible for its Affiliates' use of the Service. Alternatively, Customer's Affiliates may enter into their own Orders as mutually agreed with Cellopoint, which creates a separate agreement between each such Affiliate and Cellopoint incorporating this Agreement with the Affiliate treated as "Customer". Neither Customer nor any Customer Affiliate has any rights under each other's separate agreement with Cellopoint, and breach or termination of any such separate agreement affects only that agreement.

1.4. Availability. Cellopoint will adhere to the Service Level Agreement ("**SLA**") set out in the Documentation.

1.5. Support. Cellopoint will provide Support for the Service in accordance with the Support Policy set out in the Documentation.

2. DATA

2.1. Customer Data. Customer grants Cellopoint a license during each Subscription Term to use Customer Data to provide the Service, Support, and Technical Services to Customer, and to generate Threat Intelligence Data. Use of Customer Data includes sharing Customer Data as Customer directs through the Service, but Cellopoint will not otherwise disclose Customer Data to third parties except as permitted in this Agreement.

2.2. Security. Cellopoint maintains industry-standard physical, technical, and administrative safeguards as described in the Documentation that are designed to prevent unauthorized access, use, alteration or disclosure of Customer Data.

2.3. Service Operations Data. Cellopoint may collect Service Operations Data and use it to operate, improve and support the Service and for other lawful business purposes, including benchmarking and reports. However, Cellopoint will not disclose Service Operations Data externally unless it is (a) de-identified so that it does not identify Customer, its Users or any other person and (b) aggregated with data across other customers.

2.4. Threat Intelligence Data. Cellopoint may provide Customer with Threat Intelligence Data regarding the possibility or likelihood of

fraudulent, harmful or malicious activity occurring in Customer's environment. Customer understands that Cellopoint provides Threat Intelligence Data for Customer's consideration, but that Customer is ultimately responsible for any actions taken or not taken in relation to such Threat Intelligence Data, including any configuration instructions of the Service regarding the level of auto-remediation. Cellopoint may incorporate any subsequent action or inaction taken by Customer into our models, for the purpose of identifying future potential fraud, loss, or other harms to customers.

3. USE OF THE SERVICE

3.1. Compliance. Customer will comply with the Documentation in using the Service and represents and warrants that it has secured all necessary rights, consents, and permissions to use Customer Data with the Service and grant Cellopoint the rights to Customer Data specified in this Agreement, without violating third-party intellectual property, privacy or other rights. Between the parties, Customer is responsible for the content and accuracy of Customer Data.

3.2. Restrictions. Customer will not (and will use commercially reasonable efforts not to allow any third party to): (i) access or use the Service for any competitive purposes, including to develop a similar or competing product or service (e.g., benchmarking); (ii) conduct penetration testing on the Service, interfere with its operation or circumvent its access restrictions; (iii) market, sublicense, distribute, resell, lease, loan, transfer, or otherwise commercially exploit or make the Service available (in whole or part) to any third party, except to a third party that manages Customer's computing environment, grant non-Users access to the Service or use the Service to provide a hosted or managed service to others; (iv) obtain or attempt to obtain the Service by any means or device with intent to avoid paying the fees that would otherwise be payable for such access or use; or (v) modify, create derivative works of, decompile, reverse engineer, attempt to gain access to the source code of, or copy the Service, or any of its components, except to the extent these restrictions are prohibited by Laws and then only upon advance notice to Cellopoint.

4. **MUTUAL COMPLIANCE WITH LAW**. Each Party will comply with all laws, regulations, court orders or other binding requirements of a government authority ("**Laws**") that apply to its performance under this Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1. Mutual Representations and Warranties. Each Party represents and warrants that:

- (a) it has validly entered into this Agreement and has the legal power to do so, and
- (b) it will use industry-standard measures to avoid introducing viruses, malicious code or similar harmful materials into the Service.

5.2. Cellopoint Warranties. Cellopoint warrants that:

- (a) the Service will perform as materially described in the Documentation and Cellopoint will not materially decrease the overall functionality of the Service during a Subscription Term, and
- (b) any Technical Services will be provided in a professional and workmanlike manner.

5.3. Disclaimer. WITH THE EXCEPTION OF THE LIMITED WARRANTIES SET FORTH IN SECTION 5.2 (CELLOPOINT WARRANTIES), THE SERVICE, SUPPORT, AND TECHNICAL SERVICES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. CELLOPOINT AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSES, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING OUR EXPRESS OBLIGATIONS IN THE SERVICE LEVEL AVAILABILITY COMMITMENT, CELLOPOINT DOES NOT WARRANT THE RESULTS TO BE ACHIEVED FROM THE SERVICE OR THAT THE SERVICE IS ERROR-FREE, WILL PERFORM UNINTERRUPTED OR WILL MEET CUSTOMER'S REQUIREMENTS. THE WARRANTIES IN SECTION 5.2 (CELLOPOINT WARRANTIES) DO NOT APPLY TO ISSUES ARISING FROM THIRD PARTY PLATFORMS OR MISUSE OR UNAUTHORIZED MODIFICATIONS OF THE SERVICE. THESE DISCLAIMERS APPLY TO THE FULL EXTENT PERMITTED BY LAW.

6. **TECHNICAL SERVICES**. Cellopoint may perform Technical Services as described in the Documentation, which may identify additional terms or milestones for the Technical Services. Customer will give Cellopoint timely access to Customer Materials reasonably needed for Cellopoint's provision of the Technical Services, and if Customer fails to do so, Cellopoint's obligation to provide Technical Services will be excused until access is provided. Cellopoint will use the Customer Materials only for purposes of providing Technical Services. Cellopoint may make use of service partners to provide the Technical Services.

7. FEES AND PAYMENT

7.1. Payment. Customer will pay the fees described in the applicable Order. Unless the Order states otherwise, all undisputed amounts are payable in U.S. dollars and due within 30 days from the date of an invoice ("**Due Date**"). All fees and expenses are non-refundable and non-cancellable except as expressly set out in the Agreement and any applicable Order. In addition to any other remedies set forth in this Agreement, if any undisputed, invoiced amount is not received by Cellopoint by the Due Date, then those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

7.2. Taxes. Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("**Taxes**"), other than Cellopoint's income tax. Fees and expenses are exclusive of Taxes. Unless Customer provides Cellopoint with a valid exemption certificate, Customer is solely responsible for paying all Taxes associated with or arising from this Agreement.

7.3. Payment Disputes. If Customer disputes an invoice in good faith, it will notify Cellopoint prior to the Due Date and the parties will seek to resolve the dispute over a 15-day discussion period. Customer is not required to pay disputed amounts during the discussion period, but will timely pay all undisputed amounts. After the discussion period, either Party may pursue any available remedies.

7.4. Records and Validation. Customer is responsible for providing complete and accurate billing and contact information to Cellopoint and notifying Cellopoint of any changes to such information.

8. **SUSPENSION**. Cellopoint may suspend Customer's access to the Service and related services due to a Suspension Event, but where practicable will give Customer prior notice so that Customer may seek to resolve the issue and avoid suspension. Cellopoint is not required to give prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once the Suspension Event is resolved, Cellopoint will promptly restore Customer's access to the Service in accordance with this Agreement. "**Suspension Event**" means (a) Customer's account is 14 days overdue, (b) Customer is in breach of Section 3 (Use of the Service) or (c) Customer's use of the Service risks material harm to the Service or others.

9. TERM AND TERMINATION

9.1. Subscription Terms. Each Subscription Term will last for an initial 1-month period unless the Order states otherwise. Each Subscription Term will renew for successive periods unless (a) the Parties agree on a different renewal Order or (b) either Party notifies the other (or Partner notifies Cellopoint, if applicable) of non-renewal at least 7 days prior to the end of the then current Subscription Term. Per-unit rates for renewal of the applicable Service will be the same as in the prior Subscription Term for the same Service, unless Cellopoint notifies Customer at least 30 days in advance. If Customer objects to the increase, Customer must notify Cellopoint of its intention not to renew the Order within 7 days of Customer's receipt of such notice. Failure to timely notify Cellopoint shall be deemed to constitute consent to the applicable fee increase.

9.2. Term. The term of this Agreement will commence on the date you accept this Agreement ("**Effective Date**") and continues until expiration or termination of all Subscription Terms, unless otherwise terminated as permitted by this Agreement (the "**Term**"). If no Subscription Term is in effect, either Party may terminate this Agreement for any or no reason with notice to the other Party.

9.3. Termination. Either Party may terminate this Agreement, including all Subscription Terms, if the other Party (i) fails to cure a material breach of this Agreement (including a failure to pay fees) within 14 days after notice, (ii) ceases operation with a successor, or (iii) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that Party and not dismissed within 60 days.

9.4. Data Deletion. After termination or expiration of this Agreement, Cellopoint will delete Customer Data and each Party will delete any Confidential Information of the other in its possession or control. Nonetheless, Cellopoint may retain Customer Data and each Party may retain Confidential Information in accordance with its standard backup or record retention policies or as required by Law, subject to Section 2.2 (Security), and Section 10 (Confidentiality)

9.5. Effect of Termination.

(a) Customer's right to use the Service, Support and Technical Services will immediately cease upon any termination or expiration of this Agreement, subject to this Section 9 (Term and Termination).

(b) In no event will any termination or expiration relieve Customer of the obligation to pay any expenses and fees payable to Cellopoint

for the period prior to the effective date of termination or expiration.

(c) The following Sections will survive expiration or termination of this Agreement: Section 2.3 (Service Operations Data), 2.4 (Threat Intelligence Data), 3 (Use of the Service), 5.3 (Disclaimers), 7.1 (Payment) (for amounts then due), 7.2 (Taxes), 9.4 (Data Deletion), 9.5 (Effect of Termination), 10 (Confidentiality), 11 (Proprietary Rights), 12 (Limitations of Liability), 14 (General Terms), and 15 (Glossary).

10. CONFIDENTIALITY

10.1. Use and Protection. As recipient, each Party will (a) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement, (b) not disclose Confidential Information to third parties without discloser's prior approval, except as permitted in this Agreement, and (c) protect Confidential Information using at least the same precautions recipient uses for its own similar information and no less than a reasonable standard of care.

10.2. Permitted Disclosures. The recipient may disclose Confidential Information to its employees, agents, contractors, Affiliates, agents, subcontractors and other representatives having a legitimate need to know (including, for Cellopoint, any subprocessors or Service support providers as referenced in Section 14.8), provided recipient remains responsible for their compliance and they are bound to confidentiality obligations no less protective than this Section 10 (each, a "**Representative**").

10.3. Exclusions. These confidentiality obligations do not apply to information that the recipient can document (a) is or becomes public knowledge through no fault of the recipient, (b) it rightfully knew or possessed, without confidentiality restrictions, prior to receipt from the discloser, (c) it rightfully received from a third party without confidentiality restrictions or (d) it independently developed without access to the Confidential Information.

10.4. Remedies. Breach of this Section 10 (Confidentiality) may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section 10, the discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

10.5. Required Disclosures. The recipient may disclose Confidential Information (including Customer Data) to the extent required by Laws. If permitted by Law, the recipient will give the discloser reasonable advance written notice of the required disclosure and reasonably cooperate, at the discloser's expense, to contest or seek to limit the disclosure or obtain confidential treatment for the Confidential Information. If no protective order or other remedy is obtained, the recipient will disclose only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to such Confidential Information.

11. PROPRIETARY RIGHTS

11.1. Cellopoint Property. Cellopoint owns and retains all right, title, and interest in and to the Service, Threat Intelligence Data, Technical Services, and any feedback or suggestions Customer provides to Cellopoint with respect to the Service or Technical Services. All feedback is provided "AS IS" and Cellopoint will not publicly identify Customer as the source of feedback without Customer's permission. Except for Customer's express rights in this Agreement, as between the parties, Cellopoint and its licensors retain all intellectual property rights in the Service, and product of any Technical Services and related Cellopoint technology.

11.2. Customer Property. Except for Cellopoint's express rights in this Agreement, as between the parties, Customer owns and retains all right, title, and interest in and to the Customer Data and Customer Materials provided to Cellopoint.

12. LIMITATIONS OF LIABILITY

12.1. General Cap. EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE GENERAL CAP.

12.2. Consequential Damages Waiver. NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF USE, LOST PROFITS OR INTERRUPTION OF BUSINESS, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.

12.3. Nature of Claims. The waivers and limitations in this Section 12 (Limitations of Liability) apply regardless of the form of action,

whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

12.4. Liability Definitions. The following definitions apply to this Section 12 (Limitations of Liability).

“**General Cap**” means the total amounts paid or payable by Customer for: (i) use of the Service or (ii) performance of the Technical Services, as applicable, to Cellopoint under this Agreement in the 12 months immediately preceding the first incident giving rise to a claim of liability.

13. **TRIALS AND BETAS**. Cellopoint may offer optional Trials and Betas. Use of Trials and Betas is permitted only for Customer’s internal evaluation during the period designated on the Order (or if not designated in an Order or otherwise, 14 days). Either Party may terminate Customer’s use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features never released. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, CELLOPOINT OFFERS NO WARRANTY, INDEMNITY, SLA OR SUPPORT FOR TRIALS AND BETAS.

14. **GENERAL TERMS**

14.1. Assignment. Neither Party may assign this Agreement without the prior consent of the other Party, except that either Party may assign this Agreement, with notice to the other Party, to an Affiliate or in connection with the assigning Party’s merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each Party’s permitted successors and assigns.

14.2. Governing Law and Courts. This Agreement is governed by the laws of Taiwan (ROC) without reference to conflicts of law rules. For any dispute relating to this Agreement, the Parties consent to personal jurisdiction and the exclusive venue of the courts in Taipei, Taiwan (ROC).

14.3. Notices.

(a) Except as set out in this Agreement, notices, requests and approvals under this Agreement will be in writing to the addresses on the Order or in this Agreement and will be deemed given: upon delivery by email. Either Party may update its address with notice to the other.

(b) Cellopoint may also send operational notices through the Service, including to update the Support Plan, Service Level Availability, or other policies to reflect new features or changing practices.

14.4. Entire Agreement. This Agreement, including all applicable Orders, is the Parties’ entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and “including” and similar terms are to be construed without limitation. Excluding Orders, terms in business forms, purchase orders or quotes, online terms, or invoicing portal used by Customer will not amend or modify this Agreement; any such documents are for administrative purposes only. In the event of any conflict or inconsistency between the Order and this Agreement, the Order will prevail.

14.5. Updates. Cellopoint may modify this Agreement from time to time. If a modification materially impacts this Agreement, Cellopoint will use reasonable efforts to notify Customer through the Service, the website and/or in accordance with this Section 14 (General Terms). Any changes to this Agreement posted on the website will be effective upon Customer’s renewal Subscription Term, except changes required by law or as necessary for new features will immediately become effective to the extent necessary to comply with such law or as required to use such new features. If Customer objects to the updated Agreement, as Customer’s exclusive remedy and without penalty, Customer may choose not to renew by canceling any Subscription Term set to auto-renew in accordance with Section 9.1 (Subscription Terms).

14.6. Waivers and Severability. Waivers must be signed by the waiving Party’s authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

14.7. Force Majeure. Neither Party is liable for a delay or failure to perform this Agreement due to a Force Majeure. If a Force Majeure materially adversely affects the Service for 30 or more consecutive days, either Party may terminate the affected Order upon notice to the other. However, this Section does not limit Customer’s obligations to pay fees owed.

14.8. Service Support Providers. Cellopoint may use Service support providers (e.g., third-party hosting and other service providers) in

provision of the Service and Support and permit them to exercise Cellopoint's rights and fulfill Cellopoint's obligations, but Cellopoint remains responsible for their compliance with this Agreement.

14.9. Manage Service Provider Partner Service Subscriptions. This Section applies to any Customer access of the Service obtained through an authorized Cellopoint Manage Service Provider partner ("**MSP Partner**").

(a) Commercial Terms. Instead of paying Cellopoint directly, Customer will pay applicable amounts to the MSP Partner as agreed between Customer and the MSP Partner. Customer's order details (e.g., scope of use, Subscription Term, and fees) will be as stated in the Order placed by MSP Partner with Cellopoint on Customer's behalf. Customer's Order will renew with MSP Partner in accordance with Section 9.1 (Subscription Terms), unless MSP Partner notifies Cellopoint that it is opting-out of auto-renewal on Customer's behalf as described in this Agreement or in the manner specified in the agreement between MSP Partner and Cellopoint. MSP Partner is responsible for the accuracy of such Order. Cellopoint may suspend or terminate Customer's rights to use the Service if it does not receive the corresponding payment from the MSP Partner. If Customer is entitled to a refund under this Agreement, Cellopoint will refund any applicable fees to the MSP Partner and the MSP Partner will be solely responsible for refunding the appropriate amounts to Customer, unless otherwise specified.

(b) Relationship with Cellopoint. This Agreement is directly between Cellopoint and Customer and governs all use of the Service by Customer. MSP Partners are not authorized to modify this Agreement or make any promises or commitments on Cellopoint's behalf, and Cellopoint is not bound by any obligations to Customer other than as set forth in this Agreement. Cellopoint is not party to (or responsible under) any separate agreement between Customer and MSP Partner. The amount paid or payable by the MSP Partner to Cellopoint for Customer's use of the applicable Service under this Agreement will be deemed the amount paid or payable by Customer to Cellopoint under this Agreement for purposes of Section 12 (Limitations of Liability). Cellopoint is not responsible for any acts, omissions, products or services provided by MSP Partner.

15. **GLOSSARY**. The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of this Agreement.

"**Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party, provided such entity will be considered an Affiliate for only such time as such control interest is maintained; where "**control**" means the ownership of greater than fifty percent (50%) of (i) the voting power to elect directors of the company, or (ii) the ownership interests in the company.

"**Confidential Information**" means information disclosed by or on behalf of one Party (as discloser) to the other Party (as recipient) under this Agreement, in any form, which (a) the discloser identifies to recipient as "confidential" or "proprietary" or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Cellopoint's Confidential Information includes the Service, any technical, pricing or performance information about the Service, and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data and Customer Materials.

"**Customer Data**" means information, including Personal Data, processed by Cellopoint via the Service and while providing Support.

"**Customer Materials**" means materials and resources that Customer makes available to Cellopoint in connection with Technical Services.

"**Documentation**" means the Cellopoint standard technical guides, policies, and documentation for the Service that are made available from the dedicated 'Documentation' pages within the Service or on the dedicated 'Customer Support' or 'Cellopoint Legal Center' pages of the Cellopoint managed website.

"**Force Majeure**" means an unforeseen event beyond a Party's reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, third-party Internet, telecommunications or utility failure, acts or orders of government, refusal of government license or natural disaster, where the affected Party takes reasonable and customary measures to avoid or mitigate such event's effects.

"**Order**" means an order for Customer's access to the Service, Support, or Technical Services or related services that is: (1) is either

executed by the Parties and references this Agreement or entered into by Customer via self-service, or (2) is entered into by Cellopoint and a MSP Partner on behalf of Customer.

“Service” means Cellopoint’s proprietary software-as-a-service products, as identified in the relevant Order, including any modifications, updates, upgrades, and enhancements thereto that Cellopoint makes generally available to its customer base. The Service includes the Documentation but not Technical Services or Third-Party Platforms.

“Service Operations Data” means Cellopoint’s technical logs, analytics or other data and learnings related to Customer’s use of the Service, but excluding Customer Data.

“Subscription Term” means the term for Customer’s use of the Service as set forth on the applicable Order.

“Support” means the customer support services set out on the dedicated ‘Customer Support’ page of the Cellopoint website, and the Documentation, but excludes any Technical Services.

“Technical Services” means training, migration, enablement or other technical services that Cellopoint furnishes to Customer related to the Service.

“Threat Intelligence Data” means information collected, generated, derived, and/or analyzed by the Service that is related to malicious activities, fraud, loss, threat or other harm detection and analysis identified by the Service such as a third-party malicious actor’s IP address, email address, name, and hashes of malware.

“Third-Party Platform” means any product, add-on or platform not provided by Cellopoint that Customer uses with the Service.

“Trials and Betas” mean access to the Service (or Service features) on a free, trial, beta or early access basis.

“Users” means individuals or entities that are authorized by Customer to use the Service under its account and on its behalf.