General Terms and Conditions SoSafe

This copy includes the General Terms and Conditions SoSafe Version 4.1, last modified on Jan 02, 2025.

No changes made to this copy are agreed to by SoSafe SE or its affiliates, unless mutually agreed and captured in the Offer, in the dedicated section.

The current version of the General Terms and Conditions and the archived versions of the General Terms and Conditions are available at https://sosafe-awareness.com/legal.

If you have any questions, please contact your SoSafe representative.

1. Scope, Contracting Parties and Definitions

1.1 SoSafe offers comprehensive awareness building and related services.

1.2 These General Terms and Conditions (the "**GTC**") shall apply to all contracts for the provision of Awareness Building Services between SoSafe and the Customer.

1.3 Unless explicitly agreed otherwise in writing, general contractual or business conditions of the Customer shall not apply, including where SoSafe has not expressly objected to the Customer's terms and conditions.

1.4 These GTC apply only to legal entities and individuals acting in their commercial or professional capacity, legal entities under public law, and special funds under public law.

1.5 The definitions applicable to these GTC are contained in its **Exhibit**.

2. Conclusion of Agreement and Scope

2.1 Unless otherwise agreed in the Offer, the Agreement shall come into effect upon signature (text form is sufficient) of the Offer by the Customer.

2.2 During the term of the Agreement, SoSafe shall make available to the Customer access to all functions of the booked Awareness Building Services according to the Feature Matrix, the Service Components and Service Level Agreement (annexes to the GTC), and as further specified in the Offer, which shall also specify the agreed number of Users. Unless explicitly agreed otherwise in writing, further services by SoSafe are not part of the Agreement.

2.3 SoSafe provides the Platform, including the services to be provided thereon, on servers for use at the access point of SoSafe's data center .

2.4 SoSafe reserves the right to extend, supplement or change features of the Awareness Building Services at any time, provided this does not impair the functioning of the respective Awareness Building Service in accordance with the applicable Feature Matrix.

3. Customer's Obligations

3.1 Customer shall comply with the requirements for use (in particular regarding systems and infrastructure) of the Awareness Building Services as described in the "General technical conditions for using our products" available at https://link.sosafe-awareness.com/general-technical_conditions-en.

3.2 In the event of any disruption in the use of the Awareness Building Services, Customer shall inform SoSafe thereof without undue delay and, to the extent reasonably possible, assist SoSafe in determining its causes and their remediation.

3.3 Customer shall provide SoSafe with all documents required for setting up access to the Awareness Building Services immediately after the conclusion of the Agreement. This includes the transmission of the list of Users for whom phishing simulations are to be carried out and/or who are to be given access to the e-learning.

3.4 Customer shall designate a contact person responsible for the access setup and use of the contractual Awareness Building Services. This contact shall be responsible for any queries and for making or coordination of all decisions relating to the Awareness Building Services. Customer shall inform SoSafe of this contact person immediately after conclusion of the Agreement.

4. Customer Account

4.1 Setup and Use of Customer Account

4.1.1 The use of the Awareness Building Services provided online via the Platform requires the creation of a Customer Account at https://manager.sosafe.de by the Customer or, if requested by Customer, SoSafe. The creation of the

Customer Account requires the mandatory entry of the professional email address and the first and last name of the person entrusted with the management of the Awareness Building Services at Customer ("**Administrator**") and the creation of a password. This information must be accurate, current, and complete.

4.1.2 Only Users authorised by Customer's Administrator may use the Awareness Building Services. This requires the creation of a User Account by the respective User. The creation of the User Account requires the mandatory entry of the professional email address and the first and last name as well as the creation of a password. This information must be correct, current, and complete. Each User may only register once. The respective User Accounts are not transferable, not even to other employees of the Customer.

4.1.3 Registration as a User in accordance with Sec. 4.1.2 is only permitted to persons for whom the Customer has been granted the right to use the Awareness Building Services. The simultaneous use of the same account through multiple end devices is not permitted. Unless expressly permitted by SoSafe in writing or email, registration of Users with private email addresses, in particular free mail offers such as GMX, Web.de or Google Mail, is not permitted.

4.1.4 The Customer shall supervise its personnel and in particular the Users, and is fully responsible and liable for its Users' acts and omissions. The Customer shall oblige its Users to comply with the provisions of the Agreement applicable to them.

4.2 Rights and Obligations of Use

4.2.1 Customer shall keep access data secret, not pass it on to unauthorised third parties (or other Users) and log out after each use. Logging out is not required in case of using single sign-on. Customer shall inform SoSafe immediately if there is any suspicion that access data have been made accessible and otherwise become known to unauthorized third parties.

4.2.2 In case of a reasonable suspicion that access data have become known to unauthorized third parties, SoSafe may change the access data of the Customer or the relevant User without prior notice or temporarily block the use of the Customer Account or the User Account at its sole discretion. SoSafe will inform Customer and/or User without undue delay and will provide new access data within a reasonable period.

4.2.3 Customer may upload its own Customer Content to the Platform within the scope of the technical possibilities and the offered storage capacity of the Platform for access only by its Users. After expiration of the Agreement, SoSafe will delete the Customer Content from the Platform. The Customer is responsible for saving the respective Customer Content before the end of the Agreement.

4.2.4 Customer shall ensure that Customer Content complies with applicable legal regulations and does not infringe any third-party rights. Customer shall in particular refrain from:

- publishing or making available insulting, violence-glorifying, discriminatory, inhumane, or defamatory content on the Platform;
- publishing or making available pornographic or racist content on the Platform;
- publishing or making available content on the Platform that violates laws for the protection of minors or criminal laws;
- taking any action that could block, overload or impair the proper working or appearance of the Platform or the Awareness Building Services (e.g., denial-of-service attacks);
- publishing or making available on the Platform any commercial communication (such as spam) that has not been pre-approved by SoSafe;
- using automated mechanisms (such as bots, robots, spiders, or scrapers) to collect content or information from other Users or to otherwise access the Platform or the Service Components, unless SoSafe's express prior permission has been obtained;
- operating illegal structural sales, such as snowball systems, on the Platform or in the Awareness Building Services; and
- uploading viruses or other malicious code.

(collectively and each the "**Prohibited Use(s)**").

4.2.5 If the Customer violates Sec. 4.2.4, SoSafe may, without notice:

- irretrievably delete Customer Content;
- restrict the Customer or User Account, depending on the origin of the Prohibited Use, for a limited period or block it permanently; and/or
- prohibit the Customer or User, depending on the origin of the Prohibited Use, from registering again under their or another name after the deletion of their account.

SoSafe will inform the Customer and/or the User of the relevant sanctions by email. When applying 4.2.5, SoSafe will choose the most reasonable measure.

4.3 Access and Use Rights, Copyrights

4.3.1 During the term of the Agreement, SoSafe grants Customer the locally unrestricted, temporary, revocable, non-exclusive, non-sublicensable, and non-transferable right to access the Platform and use the Awareness Building Services and additional services made available through it for its own operational purposes for the number of Users and as otherwise further specified in the Agreement.

4.3.2 Customer is not entitled to (i) rent, lease, lend, resell, or make available to third parties access to the Platform, including via the Internet or a downstream public or private data network; (ii) access or use the Platform to develop other services; or (iii) activate or use components of the Platform for which the Customer has not been granted any rights of use.

4.3.3 If Customer posts Customer Content on the Platform, the rights to the Customer Content remain with the Customer. Customer grants SoSafe the unrestricted, temporary, revocable, non-exclusive, non-sublicensable (except to its Affiliates and permitted subcontractors), and non-transferable right to use the Customer Content on the Platform for the provision of the Awareness Building Services within the scope of the Agreement.

4.4 Customer grants to SoSafe and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by the Customer or its Users relating to the Awareness Building Services.

5. Term and Termination

5.1 The Agreement is concluded for the period agreed in the Offer. The term of the contracted Awareness Building Services shall commence on the Agreement Start Date stated in the Offer ("**Contract Term**"). The Agreement cannot be terminated for convenience during the Contract Term. The Agreement shall automatically be extended by periods of one (1) year in each case, unless terminated by either Party by giving three (3) months' prior notice with effect to the end of the then-current Contract Term.

5.2 Each Party may terminate the Agreement for cause with immediate effect in writing. Any termination for cause requires that the other Party has previously been given a written warning and has been requested to eliminate or remedy the alleged reason for termination within a reasonable period, and such period must have expired without remedy.

5.3 Within thirty (30) calendar days of receiving Customer written objection to a change of the subprocessors pursuant to Sec. 7.7 a) of the DPA, SoSafe shall have the right to terminate the Agreement in writing with effect to the end of the then-current calendar month.

5.4 If the Agreement is terminated by Customer for cause or by SoSafe pursuant to Sec. 5.3, SoSafe will refund Customer any prepaid fees covering the remainder of the applicable Contract Term after the effective date of termination, on a *pro-rata* basis. If the Agreement is terminated by SoSafe for cause, Customer will pay any unpaid fees covering the remainder of the entire Contract Term.

5.5 After the effective date of termination, the Awareness Building Services will no longer be provided and the Customer's access rights to the Platform will be blocked.

6. Remuneration, Terms of Payment

6.1 Customer shall pay the remuneration agreed in the Offer.

6.2 Unless otherwise agreed, the remuneration for the entire Contract Term is payable in advance within fourteen (14) calendar days after receipt of the invoice and without deduction. Invoicing by SoSafe takes place immediately after conclusion of the Agreement. In the event of the Contract Term's extension, the invoice will be issued in full for the entire extension period at the beginning of the respective extension period.

6.3 All amounts are net, and applicable value added tax (VAT), other taxes, levies and tariffs (comprehensively "**Taxes**") shall be added and borne by Customer. Where SoSafe has to pay or collect Taxes for which Customer is responsible under this clause, SoSafe will invoice Customer, and Customer will pay the respective amounts, unless it provides SoSafe with a valid tax exemption certificate authorized by the competent tax authority. For clarity, SoSafe is solely responsible for taxes assessable against it based on its income, property and employees.

6.4 SoSafe may increase the applicable remuneration by 5% in each Contract Year. The increase will be indicated in the respective invoice.

6.5 Usage Limits. The Awareness Building Services are subject to the usage limits specified in the applicable Offer. If Customer exceeds the contractual usage limit, SoSafe may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding SoSafe's efforts, Customer is unable or unwilling to abide by the contractual usage limit, Customer will enter into a new agreement for the additional quantities of the applicable Awareness Building Services

promptly upon SoSafe's request, and/or pay any invoice for excess usage in accordance with the then-applicable price list per User for the respective Awareness Building Services.

7. Warranty

7.1 SoSafe warrants that, during the applicable Contract Term, the Awareness Building Services will (i) perform substantially in accordance with the applicable Feature Matrix; and (ii) be provided with the degree of skill and care reasonable expected from a skilled and experienced provider of services substantially similar in nature and complexity to the Awareness Building Services; and (iii) be provided with an average monthly Availability for the Awareness Building Services as defined in the applicable Service Components and Service Level Agreement or Feature Matrix (the "**Service Level**").

7.2 The Customer shall report any deviation of the Awareness Building Services from the commitments under Sec. 7.1 (a "**Defect**") to SoSafe in text form without undue delay and shall submit a detailed description of the Defect or, if not possible, of the symptoms of the Defect, and any other related relevant information.

7.3 If the suitability for the contractual use is completely excluded by the Defect, the Customer is exempt from the payment of the fees until the Defect has been remedied. In the event the Defect only partially excludes the contractual use, the fees shall be reduced to an appropriate, proportional level for the period until the Defect is remedied.

7.4 SoSafe shall rectify any Defect within a reasonable period. If such rectification fails and after expiry of a further reasonable written grace period set by Customer, Customer may terminate the Agreement for cause in writing. If SoSafe is responsible for the Defect or if SoSafe is in default with the rectification, the Customer may also assert claims for the damage caused, as further specified in the "Limitation of Liability" Section 8 below.

7.5 Defects of title of the Awareness Building Services shall be handled in accordance with the provisions of Sec. 10 "Indemnity".

7.6 Except as expressly provided in the Agreement, neither SoSafe nor its subcontractors make any representation or warranties, and SoSafe and its subcontractors disclaim all representations, warranties, terms, conditions or statements, whether by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law including the implied conditions, warranties or other terms as to quality, suitability, originality, or fitness for a particular use or purpose. Further, except as expressly provided in this Agreement, neither SoSafe nor its subcontractors make any representations, warranties, terms, conditions or statements of non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of the Awareness Building Services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SoSafe or product roadmaps in obtaining subscriptions for any Awareness Building Services.

7.7 Customer shall have no claims under this Section 7 to the extent a Defect was caused by the Awareness Building Services not being used by the Customer in accordance with the provisions of the Agreement.

8. Liability, Limitation of Liability

8.1 SoSafe is liable without limitation for damages resulting from:

a. injury to life, limb, or health caused by SoSafe's negligence;
b. SoSafe's fraud or fraudulent misrepresentation; or
c. mandatory liability under applicable laws, in particular pursuant to applicable provisions of product liability laws.

8.2 Except where SoSafe's liability is uncapped in accordance with Sec. 8.1,

a. SoSafe's aggregate liability for all damages that arise under the Agreement within a Contract Year shall further be limited to the aggregate amounts paid by the Customer under the Agreement in the respective Contract Year; and
b. SoSafe shall not be liable for any incidental, special, indirect and/or consequential damages, loss of business, loss of profit or goodwill, loss of revenue or opportunity, or exemplary or punitive damages.

8.3 SoSafe shall not be liable for (i) loss of data based on Customer's failure to carry out data backups prior to the transmission of the data and/or later and thus to ensure that lost data can be restored with reasonable effort and for (ii) any damages caused by SoSafe's inability, either in whole or in part, to deliver the Awareness Building Services, which occur as a result of the Customer's failure to adhere to the Agreement's provisions.

8.4 SoSafe shall not be liable for damages based on Force Majeure.

8.5 The limitation period for Customer's claims for damages against SoSafe shall be one (1) year, except for the cases mentioned in Sec. 8.1.

9. Confidentiality

9.1 The Parties shall treat all Confidential Information disclosed by one Party to the other Party under the Agreement or received from the other Party as confidential and shall use it solely for the purposes of the Agreement.

9.2 The Parties will protect Confidential Information from unauthorized access and treat it with the same care that they apply to their own confidential information, and at least with the care of a prudent businessperson.

9.3 The above confidentiality obligations do not apply to information that:

a. was known to the receiving Party prior to receipt from the other Party under the Agreement, or

b. was developed by the receiving Party independently and without recourse to Confidential Information of the other Party, or

c. was obtained by the receiving Party from a third party not bound by any restrictions on the use and disclosure of that information, or

d. is or becomes publicly known through no fault or action of the receiving Party, or

e. was exempted from confidentiality by written declaration of the disclosing Party to the receiving Party.

1.6 Obligations under Sec. 9 shall survive the termination of the Agreement for any reason for a subsequent five (5) years' period.

1.7 For clarity, the obligations in this Section shall, from the commencement of the Agreement, replace any obligations entered into by the Parties in respect of confidentiality prior to the conclusion of the Agreement.

10. Indemnity

10.1 SoSafe will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Awareness Building Services infringe or misappropriate such third party's intellectual property rights (a "**Customer IP Claim**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by SoSafe in writing of a Customer IP Claim. If SoSafe receives information about an infringement or misappropriation claim related to a Service, SoSafe may at its sole discretion and at no cost to Customer (i) modify the Awareness Building Services so that they are no longer claimed to infringe or misappropriate, without breaching SoSafe's warranties under the Section "Warranty" above, (ii) obtain a license for Customer's continued use of that Awareness Building Service in accordance with the Agreement, or (iii) terminate Customer's Agreement upon thirty (30) days' written notice and refund Customer any prepaid fees covering the remainder of the term. The above defense and indemnification obligations do not apply if (i) a Customer IP Claim arises from the use or combination of the Awareness Building Services or any part thereof with software, hardware, data, or processes not provided by SoSafe, if the Awareness Building Services or use thereof would not infringe without such combination; or (ii) a Customer IP Claim against Customer arises from Customer Content or Customer's breach of the Agreement.

10.2 Customer will defend SoSafe and its Affiliates against any claim, demand, suit or proceeding made or brought against SoSafe by a third party (a) alleging that the combination of a non-SoSafe application or configuration provided by Customer and used with the Awareness Building Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) Customer's use of the Services in an unlawful manner or in violation of the Agreement, (ii) any Customer Content or Customer's use of Customer Content with the Services, or (iii) a non-SoSafe application provided by Customer (each a "**SoSafe IP Claim**"), and will indemnify SoSafe from any damages, attorney fees and costs finally awarded against SoSafe as a result of, or for any amounts paid by SoSafe under a settlement approved by Customer in writing of a SoSafe IP Claim. The above defense and indemnification obligations do not apply if a SoSafe IP Claim arises from SoSafe's breach of the Agreement.

10.3 The indemnified Party shall (a) promptly give the indemnifying Party a written notice of the Claim, (b) give the indemnifying Party the sole control of the defense and settlement of the Claim (except if the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability), and (c) give the indemnifying Party all reasonable assistance, at the indemnifying Party's expense.

10.4 This Section 10 states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any third-party claim described in this section.

11. Data Protection

11.1 The Parties shall process personal data only in accordance with applicable data protection regulations and, to the extent personal data are processed for the purposes of Customer, subject to the **Data Processing Agreement** (annex to the GTC). For clarity, Affiliates with User Accounts are each considered a "Data Controller" within the scope of the Data Processing Agreement. To the extent the Customer requests specific processing by SoSafe, Customer shall ensure that they are also authorized to process the personal data.

11.2 Customer authorizes SoSafe to anonymize personal data which are contained in company-related information of the Customer and other information related to Customer's use of the Awareness Building Services to enable SoSafe's use of the achieved aggregated and anonymized data for statistical, benchmarking, support, product development and improvement activities. For clarity, no personal data or Confidential Information of Customer shall be disclosed or otherwise become visible to third parties as a result of SoSafe's respective permitted activities under this clause.

12. General

12.1 The place of performance for all obligations arising from the Agreement, including the Customer's payment obligations, is the registered office of SoSafe.

12.2 There are no third-party beneficiaries under the Agreement. The Parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

12.3 Where these GTC require a Party to adhere to written form, then provision of an email or facsimile shall be deemed sufficient, except in relation to notifications of termination which shall require the terminating Party to submit a written and signed document via mail.

12.4 The following order of precedence shall apply within the Agreement: (i) Offer and, if applicable, the specific Additional Terms, (ii) Feature Matrix, (iii) Service Components and Service Level Agreement SoSafe, (iv) Data Processing Agreement; and (v) these GTC.

12.5 Exclusive place of jurisdiction for all disputes arising from or in connection with the Agreement shall be London, England.

12.6 The contractual relationship shall be governed solely by the laws of England and Wales, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 4/11/1980 (UN Sales Convention).

12.7 The Platform, Awareness Building Services and other SoSafe technology thereof may be subject to export laws and regulations of Germany, the United States and other jurisdictions. Each Party represents that it is not on any applicable denied-party list. Customer will not permit any User to access or use the Platform and any Awareness Building Services in an US-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from time to time or in violation of any applicable export law or regulation.

12.8 SoSafe is entitled to name Customer as a reference Customer. Customer grants SoSafe the right to use Customer's logo and name in electronic, printed, or other form for internal or external marketing activities, e.g., on the Internet, in brochures, offers, presentations or press releases, free of charge, unlimited in terms of space and content and limited in time to the duration of the Customer relationship.

12.9 SoSafe may update these GTC by providing four (4) weeks' prior notification in text form. If the Customer does not object in text form to these changes within said period, the amendments shall be deemed accepted with effect for the future. If the Customer objects to the changes, the contractual relationship will continue in its previous form. SoSafe will point out the effect of silence in the notification.

12.10 Subject to Sec. 12.9, any amendments and supplements to the Agreement, including these GTC, shall be made in writing (a simple electronic signature, e.g., using a signature tool, is sufficient for this purpose). The same shall apply to any waiver of this written form requirement.

12.11 Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign the Agreement in its entirety, without the other Party's consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.

12.12 Should individual provisions of the Agreement be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the Agreement. The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid or unenforceable provision. The same shall apply if

the Parties subsequently determine that the Agreement is incomplete.

Exhibit Definitions

“Additional Terms” means supplementary provisions to these GTC as specifically indicated in the Offer (e.g. Friends & Family Additional Terms, Open API Additional Terms, Financial Services Additional Terms etc.).

“Administrator” shall have the meaning defined in Sec. 4.1.1.

"Agreement", also referred to as **“Main Contract”**, for the Awareness Building Services shall mean the Offer and, if applicable, the specific Additional Terms, as well as these GTC including its annexes (the Feature-Matrix, the Service Components and Service Level Agreement, the Data Processing Agreement) and all references.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the respective party. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest of the respective party.

"Awareness Building Services" are the services offered by SoSafe and specifically defined in the respective Offer to Customer.

“Contract Term” shall have the meaning defined in Sec. 5.1.

“Contract Year” means successive periods of twelve (12) months, the first one to commence on the Agreement Start Date defined in the Offer.

“Customer IP Claim” shall have the meaning defined in Sec. 10.1.

"**Confidential Information**" means all information and documents, irrespective of the way in which they are embodied or reproduced, including contractual documents, provided to one Party by the other Party, which are not publicly available or the contents of which indicate that they are obviously intended to be kept confidential. Confidential information shall include, but not be limited to technical, business, and other information, e.g. information relating to technologies, research and development, products, services, prices of products and services, customers, employees, subcontractors, marketing plans, and financial matters.

"**Customer“** shall mean the legal entity or individual, public authority, or other organization entering into the Agreement.

"**Customer Account**" means the account for the administration of the Platform, in particular the use of the SoSafe Manager, to be created by the Customer's employee in charge of the administration of the Platform.

"**Customer Content**" shall comprise of content, e.g. PDFs and presentations, Customer uploads to the Platform.

“Defect” shall have the meaning defined in Sec. 7.2.

"**Feature Matrix**" means the description of services attached to the GTC.

"**Force Majeure**" means events that could not be averted by SoSafe or Customer exercising due diligence, such as natural disasters of any kind, fire, traffic accidents, war, sabotage, strikes, and/or power outages.

“GTC” shall have the meaning defined in Sec. 1.

"**Party/Parties**" means SoSafe and/or the Customer.

"**Platform**" means the platform hosting the Awareness Building Services offered at the URLs https://elearning.sosafe.de (access to the eLearning modules) and https://manager.sosafe.de (access to the admin and reporting dashboard).

“Prohibited Use(s)” shall have the meaning defined in Sec. 4.2.4.

“Service Level” shall have the meaning defined in Sec. 7.1.

“SoSafe” shall mean SoSafe SE, Cologne, Germany.

“SoSafe IP Claim” shall have the meaning defined in Sec. 10.2.

“Taxes” shall have the meaning defined in Sec. 6.3.

“**User**” shall mean an employee of the Customer or its Affiliates or other persons authorized under the Agreement to access the Awareness Building Services.

"**User Account**" means the account to be created for a permitted User of the Platform.