



## MASTER SERVICES AGREEMENT

This RedOwl Master Services Agreement, and the relevant Documentation (the “**Agreement**”) govern Customer’s access and use of the Services. Capitalized terms have the Definitions set forth herein. It is effective between Customer and RedOwl as of the date of Customer accepting the Agreement and or their access and use of the Services (the “**Effective Date**”).

### **1.) REDOWL’S RESPONSIBILITIES.**

**1.1) Provision of the Services.** RedOwl will (a) make the Services available to Customer pursuant to the Agreement, and the applicable Order Form(s), (b) provide applicable standard support for the Services to Customer, at no additional charge, as per the Documentation, (c) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime of which RedOwl shall give advance electronic notice, and (ii) any unavailability caused by circumstances beyond RedOwl’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than one involving RedOwl employees), internet service provider failure or delay, Third Party Service, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to RedOwl’s provision of its Services to its customers generally, subject to Customer’s and its Users’ use of the Services in accordance with the Agreement.

**1.2) Protection of Customer Data.** RedOwl will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data. Upon request by Customer made within 30 days after the effective date of termination or expiration of the Agreement, RedOwl will make any applicable Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, RedOwl will not have an obligation to maintain Customer Data and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

**1.3) RedOwl Personnel.** Outcome will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Outcome’s obligations under this Agreement.

**1.4) Beta Services.** From time to time, RedOwl may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion.

### **2.) CUSTOMER’S USE OF THE SERVICES.**

**2.1) Right To Use.** Unless otherwise provided in the applicable Order Form, RedOwl grants Customer a non-exclusive right to access and use the Services in compliance with the Agreement for the term stated in the applicable Order Form.

**2.2)Customer Data, Inputs and Outputs.** Customer and its Users may provide inputs to the Services, this may include but is not limited to emails, invoices, payment data, organisational data and other financial information (“**Input**”), and in turn Customer will receive an output from the Services (based on such Input) which may include insights, intelligence and actions for Customer’s consideration (“**Output**”). To the extent permitted by applicable law and between RedOwl and Customer, Customer retains all ownership rights of the Input and owns all Output. RedOwl assigns all rights, title and interest, if any, in and to the Output that RedOwl may have to Customer.

**2.3)Output Accuracy.** Due to the nature of the Services, namely the usage of artificial intelligence, the Output may occasionally be inaccurate. Customer should at all times, verify the reliability, accuracy and completeness of the Output before relying on it or using it for any purpose. Should other customers have similar inputs or Customer uses publicly available information as Inputs, the Output may be similar to that of another customer’s output and RedOwl makes no guarantee that the Output is unique.

**2.4)Third Party Services.** In Customer’s use of the Services, Customer may elect to connect and interoperate the Services with Third Party Services. RedOwl does not warrant Third Party Services or other non RedOwl products or services. RedOwl is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Third Party Services.

**2.5)Reservation of Rights.** Subject to the limited rights expressly granted herein, RedOwl and its Affiliates, reserve all of their rights, title and interest in and to the Services including all of their related intellectual property rights. No rights in the Services are granted to Customer hereunder other than as expressly set forth herein.

**2.6)License by Customer to RedOwl.** Customer grants RedOwl and its Affiliates a worldwide, non-exclusive, non-transferable royalty-free, license to use Customer Data, Inputs, Outputs and any Third Party Services Customer integrates the Services with, for the purpose of (a) providing, maintaining and optimizing the Services for Customer’s use, which includes debugging, assessing, reviewing and correcting the performance of the Services for Customer’s use but excludes any model training and (b) providing the Services to Customer as per the Agreement.

**2.7)Customer Responsibilities.** Customer will (a) be responsible for Users’ compliance with the Agreement (b) be responsible for the accuracy, quality and legality of Customer Data and Inputs, the means by which Customer acquired Customer Data and Inputs, Customer’s use of Customer Data with the Services and the interoperation of any Third Party Services with which Customer integrates the Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify RedOwl promptly of any such unauthorized access or use, and (d) use Services only in accordance with the Agreement and applicable laws and government regulations. Any use of the Services in breach of the foregoing by Customer or Users that in RedOwl’s judgment threatens the security, integrity or availability of RedOwl’s services, may result in RedOwl’s suspension of the Services, however RedOwl will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

**2.8)Usage Restrictions.** Customer will not (a) make the Services available to anyone other than Customer or Users, or use the Services for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form, (b) sell, resell, license, sublicense, distribute, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the



Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) permit direct or indirect access to or use the Services in a way that circumvents a contractual usage limit, or use the Services to access, copy or use any of RedOwl intellectual property except as permitted under the Agreement or an Order Form, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) disassemble, reverse engineer, or decompile the Service or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, or functions of the Services, (3) copy any ideas, features, or functions of the Services, or (4) determine whether the Services are within the scope of any patent.

**2.9) License by Customer to Use Feedback.** Customer grants to RedOwl 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 Customer or Users relating to the operation of RedOwl's or its Affiliates' services.

### **3.) FEES AND PAYMENT.**

**3.1) Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

**3.2) Invoicing and Payment.** RedOwl will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to RedOwl and notifying RedOwl of any changes to such information.

**3.3) Overdue Charges.** If any invoiced amount is not received by RedOwl by the due date, then without limiting RedOwl's rights or remedies, (a) 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.

**3.4) Suspension of Service.** If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, RedOwl may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided that, RedOwl will give Customer at least 10 days' prior notice that its account is overdue, before suspending services to Customer.

**3.5) Payment Disputes.** RedOwl will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

**3.6) Taxes.** RedOwl's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If RedOwl has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, RedOwl will invoice Customer and Customer will pay that amount unless Customer provides RedOwl with a valid tax exemption certificate authorized by the

appropriate taxing authority. For clarity, RedOwl is solely responsible for taxes assessable against it based on its income, property and employees.

#### **4.) CONFIDENTIALITY.**

- 4.1) Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of RedOwl includes the Services, and the terms and conditions of the Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional RedOwl services.
- 4.2) Protection of Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with the Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of the Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section.
- 4.3) Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.



## **5.) WARRANTIES AND DISCLAIMERS.**

- 5.1) Mutual Warranties.** Each party represents and warrants to the other that: (a) it has validly entered into the Agreement and has the legal power to do so; (b) it will comply with all applicable laws, regulations, policies and directives in their performance of the Agreement.
- 5.2) RedOwl Warranties.** RedOwl warrants that during an applicable subscription term that the Services will perform substantially in accordance with the Documentation.
- 5.3) Disclaimers.** **EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. BETA SERVICES ARE PROVIDED “AS IS,” AND “AS AVAILABLE” EXCLUSIVE OF ANY WARRANTY WHATSOEVER.**

## **6.) MUTUAL INDEMNIFICATION.**

- 6.1) Indemnification by RedOwl.** RedOwl will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Service infringes or misappropriates such third party’s intellectual property rights (a “**Claim Against Customer**”), 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 RedOwl in writing for said Claim Against Customer, provided Customer (a) promptly gives RedOwl written notice of the Claim Against Customer, (b) gives RedOwl sole control of the defence and settlement of the Claim Against Customer (except that RedOwl may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives RedOwl all reasonable assistance, at RedOwl’s expense. If RedOwl receives information about an infringement or misappropriation claim related to a Service, RedOwl may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Customer’s continued use of that Service in accordance with the Agreement, or (iii) terminate Customer’s subscription for that Service upon 30 days’ written notice and refund Customer any prepaid fees for the infringing Services. The above defence and indemnification obligations do not apply if (i) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (ii) a Claim Against Customer arises from the use or combination of the Services or any part thereof with Third Party Services, or other products or services not provided by RedOwl, if the Services or use thereof would not infringe without such combination; (iii) a Claim against Customer arises from Customer Data, Inputs, Outputs, Third Party Services or Customer’s breach of the Agreement.
- 6.2) Indemnification by Customer.** Customer will defend RedOwl and its Affiliates against any claim, demand, suit or proceeding made or brought against RedOwl by a third party arising from (i) Customer’s use of the Services in an unlawful manner or in violation of the Agreement (ii) any Customer Data or Inputs or Customer’s use of Outputs or (iii) (each a “**Claim Against RedOwl**”), and will indemnify RedOwl from any damages, attorney fees and costs finally awarded against RedOwl as a result of, or for any amounts paid by RedOwl under a settlement approved by Customer in writing of,

a Claim Against RedOwl, provided RedOwl (A) promptly gives Customer written notice of the Claim Against RedOwl, (B) gives Customer sole control of the defence and settlement of the Claim Against RedOwl (except that Customer may not settle any Claim Against RedOwl unless it unconditionally releases RedOwl of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defence and indemnification obligations do not apply if a Claim Against RedOwl arises from RedOwl's breach of the Agreement.

**6.3) Exclusive Remedy.** This "Mutual Indemnification" section 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.

## **7.) LIMITATION OF LIABILITY.**

**7.1) Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

**7.2) Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **8.) TERM AND TERMINATION.**

**8.1) Term of Agreement.** The Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

**8.2) Term of Services.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at RedOwl's applicable list price in effect at the time of the applicable renewal.



**8.3) Termination.** A party may terminate the Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**8.4) Refund or Payment upon Termination.** If the Agreement is terminated by Customer in accordance with the "Termination" section above, RedOwl will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If the Agreement is terminated by RedOwl in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to RedOwl for the period prior to the effective date of termination.

**8.5) Surviving Provisions.** The sections titled "Customer's Use of the Services," "Fees and Payment," "Confidentiality," "Warranties and Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of the Agreement, and the section titled 'Protection of Customer Data' will survive any termination or expiration of the Agreement for so long as RedOwl retains possession of Customer Data.

## **9.) GENERAL PROVISIONS.**

**9.1) Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between RedOwl and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form and (2) the Agreement. Titles and headings of sections of the Agreement are for convenience only and shall not affect the construction of any provision of the Agreement.

**9.2) Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**9.3) Relationship of the Parties.** 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.

**9.4) Publicity.** Notwithstanding anything to the contrary set forth in the Agreement, Customer expressly grants RedOwl permission to include Customer's name and corporate logo in a list of RedOwl's customers, whether published on RedOwl's website, in sales and marketing materials, investor documents, or other internal and external communications. RedOwl shall only use the most current version of Customer's logo or as provided by the Customer.

**9.5) Third-Party Beneficiaries.** There are no third-party beneficiaries under the Agreement.

- 9.6) Waiver.** No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right.
- 9.7) Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect.
- 9.8) Assignment.** 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 (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of the other party, then such other party may terminate the Agreement upon written notice. In the event of such a termination, RedOwl will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 9.9) Governing Law, and Venue.** The laws of the State of Victoria, Australia without reference to conflict of law rules, govern the Agreement and any dispute of any sort that might arise between the parties. The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria to adjudicate any dispute. Notwithstanding the foregoing, any party may seek injunctive relief in any state or federal court of competent jurisdiction for actual or infringement of such party's intellectual property or other proprietary rights.
- 9.10) Notices.** Notices must be sent via email, first class, airmail, or overnight courier and are deemed given when received. Notices to Customer may also be sent to the applicable email address and are deemed given when sent. Notices to RedOwl must be sent to RedOwl Legal at legal@redowl.ai, with a copy to: (a) RedOwl Pty Ltd, Level 1/678 Victoria Street Richmond Victoria 3121 Australia.

## **10.) DEFINITIONS.**

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this Master Services Agreement.

**"Beta Services"** means RedOwl services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

**"Customer"** means in the case of an individual accepting the Agreement on his or her own behalf, such individual, or in the case of an individual accepting the Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting the Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

**"Customer Data"** means electronic data and information submitted by or for Customer to the Services.



“**Documentation**” means the applicable Service’s documentation available at <https://www.redowl.ai/utilities/legal>, or otherwise makes available as updated from time to time.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Order Form**” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and RedOwl or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of the Agreement as if it were an original party hereto.

“**RedOwl**” means RedOwl Pty Ltd, Level 1/678 Victoria Street, Richmond, Victoria, 3121, Australia.

“**Services**” means the products and services that are ordered by Customer under an Order Form, or provided to Customer free of charge as a proof of concept (whichever applicable), and made available online by RedOwl.

“**Third Party Services**” means products, services or content offered by parties other than RedOwl that Customer integrates, connects or uses with the Services.

“**User**” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting the Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by RedOwl without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, RedOwl at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, accountants, auditors, consultants, contractors and agents of Customer.