

Document: End User Terms for Quadient Inspire Evolve Services APAC
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End User Terms for Quadient Inspire Evolve Services

These End User Terms (the “Terms”) are based on the Agreement we have with our Customer (the “Licensee”) on whose behalf you are using the Services as an authorized End User as defined in the Customer Contract between Quadient Australia Pty. Ltd, Level 3, 31 Market Street, Sydney, NSW 2000 Australia (“QUADIENT” or “Licensor”), Licensor of the QUADIENT Inspire Evolve Services and the Licensee.

These Terms cover the use of the Quadient Inspire Evolve Services on the Quadient Cloud Australian instance that is hosted on Microsoft Azure’s primary data centers in Australia.

Please note that on-premise QUADIENT Software and Quadient Cloud Services are covered by separate terms of use – the Quadient Inspire End User License Agreement or Quadient EULA and the Quadient Terms Of Use for Quadient Cloud Services, respectively, as updated from time to time and made available at www.quadient.com/eula. Please contact a QUADIENT representative in case of doubt.

The Services are exclusively reserved for professional use and are not available to minors under the age of 18.

As the End User of the Quadient Inspire Evolve Services, you represent and warrant that you are at least 18 years old, that you will only use the Quadient Inspire Evolve Services the Licensee has subscribed to, and that you will comply with these End User Terms as the respective authorized End Users.

You also acknowledge that the Services are or may be subject to export control laws and regulations, and You represent that You are not a citizen of an embargoed country or prohibited users under applicable export and anti-terrorism laws, regulations, or lists.

If You do not agree to comply with these Terms,

- (1) You are not entitled to **use, download, install, copy, or access** the Services and/or Software; and
- (2) You shall **promptly uninstall and delete all copies** of the components for the Software or Service, as the case may be, from your systems.

In this case you are obliged to inform our Customer and Licensee that you do not wish to be an authorized End User on their behalf and will not use this Service.



1 License Restrictions

1.1 Intellectual Property Rights

The Services, their structure, organization, and code are valuable trade secrets of QUADIENT and are protected by intellectual property and copyright law and international treaty provisions. Furthermore, the Third-Party Software and Third-Party Services used are protected by intellectual property and copyright law and international treaty provisions and may be subject to additional terms and conditions.

All intellectual property rights to the Services and Third-Party Software and Third-Party Services used (e.g. Adobe PDF Library, Microsoft Azure and Mailjet or Sparkpost products and services), including the rights pertaining to know-how and the relevant Documentation, remain in the ownership of the respective owner(s) who retain title and full ownership rights thereto.

The Services are owned or licensed by QUADIENT and are copyright protected. You are accessing the Services under an End User Subscription of the Licensee and do not own any rights to the Services in any way. You may access and use the Service up to the level of use specified in the Licensee's Customer Contract and for the sole purpose of supporting such agreed use. The agreed General Terms of Use, together with any applicable Specific Service Conditions, DPA and End User Terms apply to each and every access to and use of the Service.

In case of a Trial Version or Early Access Versions/Features of the Service, You may use the specified Service only, restricted to the timeframe in which You were explicitly authorized to evaluate, use or test such Service.

You acknowledge QUADIENT's ownership and intellectual property rights in the source code and Services and will not take any action to jeopardize, limit or interfere in any manner with QUADIENT's ownership of or rights with respect to the Services.

Furthermore, You agree not to limit or interfere in any manner with the ownership and intellectual property rights related to integrated Third-Party Software or Third-Party Services. The Licensee also agrees not to use the Adobe viewing function (meaning a function allowing the copying of a PDF document into memory for display) contained in the Adobe PDF library technology; such use would violate or bypass PDF file security measures which prevent copying or editing PDF documents.

All rights not expressly granted to Licensee are reserved by QUADIENT and its licensors.

1.2 License Restrictions

You may not:

- use, copy, modify, or distribute the Service except as provided in this Agreement;
- reverse assemble, reverse compile, or otherwise translate the Service;
- modify or create any derivative works of any Service or Documentation;
- decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for any part of the Service; or
- redistribute, encumber, sell, rent, lease, or sublicense the Service.
- encumber, abuse, or use the Service inappropriately or for any purpose not agreed; and



- engage, directly or indirectly, any other third-party business organization for the purpose of inspecting, installing, using, or changing the Service or software in a manner that endangers Quadient's trade secrets or is substantially and directly competitive with QUADIENT.

2 End User Management

According to the Services licensed in the Customer Contract, QUADIENT will provide You with the adequate access logins to the Licensee's Quadient Inspire Evolve account. Once the Licensee's user account has been created, You may be invited or invite other users for the Licensee's account so that they can pass the approval process to become End Users. All End Users have the same use rights and may change or delete the information in the Licensee's account. If an accidental deletion happens on Your side, QUADIENT cannot guarantee a backup.

Please make sure You back up and archive Your Customer Data and content in your own (Licensee's) systems regularly.

Upon the establishment of a Subscription, one or more End User names and passwords may be generated in connection with this Subscription ("Credentials"). The Credentials are used to authenticate the End User and thereby allow access to the Services, including any of your data stored as part of the Services. You are solely responsible for maintaining the confidentiality of the Credentials and may not transfer or share the Credentials with any third parties. You acknowledge and agree that QUADIENT and its licensors and suppliers may rely on the Credentials as the sole test to control whether End Users accessing and using the Services on your behalf are authorized to do so. You are fully liable for any act or omission of any End Users that access or use the Services with your Credentials or otherwise through your account. You will: (a) notify QUADIENT immediately of any unauthorized use of any Credentials or account or any other known or suspected breach of security; (b) not impersonate another End User or provide false identity information to gain access to or use the Service; and (c) be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership and right to use all data submitted by you in the course of receiving the Services.

3 Data Protection

For the Quadient Inspire Evolve Services EMEA, we have concluded a Data Processing Agreement (DPA) with the Licensee, meaning that regarding the processing of personal data, the Licensee is the Controller and Quadient is the Processor of this data, only processing the End Users' personal data on behalf of and under the instruction of the Licensee.

Unless otherwise agreed in the Customer Contract and the Data Processing Agreement, we adhere to our Privacy Policy available [here](#); it shows how we generally process personal data in our Services. If you have any questions on our processing of personal data, please contact us at privacyteam@quadient.com

If you are an Australian End User of the Service, you acknowledge and agree that:

(a) Your Licensee Data (including any personal information contained in that Licensee Data) may be held and dealt with by Microsoft and the service providers referred to above.

(b) Microsoft and the service providers referred to above may not be subject to Australian privacy law but may instead be subject to the privacy laws of another jurisdiction, and the protections under the laws of the other jurisdictions may not be the same as under Australian privacy law.

(c) QUADIENT has not taken any steps to require Microsoft and the service providers referred to above to deal with your Licensee Data as if they were bound by Australian privacy law.



(d) Your use of the Service indicates that you consent to QUADIENT not taking any steps to require Microsoft and the third-party providers to deal with your Licensee Data as if they were bound by Australian privacy law.

4 Service Conditions

4.1 General Service Conditions

a) Hosting

You acknowledge that the Quadient Inspire Evolve Services are hosted on the Microsoft Azure Platform and are governed by the terms and conditions of Microsoft for Third-Party Services found at: azure.microsoft.com/en-us/support/legal/

For iOS/Mac (by Apple) End Users, the Services are hosted on dedicated servers from the Green Mini host B.V. company, located in Amsterdam and registered with the Chamber of Commerce with file number 61482005.

Quadient Inspire Evolve Services are available in three separate Regional instances of the Microsoft Azure platform services: US (Iowa as the primary location and Illinois as the backup location), Europe (The Netherlands as the primary location and Ireland as the backup location) or Australia (New South Wales as the primary location and Victoria as the backup location). Please note that each instance is subject to its own Quadient Inspire Evolve Services Terms of Use and subject to a Regional jurisdiction and data protection regime accordingly. The Terms of Use mentioned here are applicable to the Australian instance only.

Quadient Inspire Evolve Services is offered as a multi-tenant, software-based solution that is delivered and consumed as a service through a one-to-many model and hosted on the Microsoft Azure Platform.

A Licensee may define various tenants for the Quadient Inspire Evolve Services as agreed in the Customer Contract (i.e. as set out in the relevant License Schedule). Where the Licensee opts for a multi-tenancy model that involves multiple legal entities either internal to the Licensee (e.g. individual companies under a holding company) or external (e.g. a third-party service provider with multiple customers), the Customer Contract shall remain with the "parent" customer (Licensee) and not the individual tenants.

b) Service Parameters

While the web portal is accessible globally, this does not mean that all Services or Service features are available in Your country or that End User-generated content available via the Services is legally permitted in Your country. Services are not available in all languages.

We may block access to or suspend certain Services (or certain Service features or content) in certain countries, e.g. in embargoed countries or where we suspect misuse. It is Your responsibility to make sure Your use of the Services is legally permitted in the geographical region where You are using them. You shall not send to addresses obtained from purchased or rented digital message lists unless you have confirmed the data was obtained lawfully and with the appropriate consent of the data subjects.

Technical specifications and parameters can be found in the applicable Specific Conditions for each Service.

QUADIENT reserves the right to momentarily interrupt the Service for planned maintenance and/or security-related fixes.

c) Continuous Improvement

Quadient is continually working on further developing and improving the Services. Cloud Production Ready (CPR) releases deliver improvements or new functionality to all customers and are deployed regularly according to the release plan, typically once every two (2) months. Quadient will inform the Licensee of the start and end of the



migration period one week in advance where reasonably possible and as chosen in the End User notification center (e.g. by email to registered email addresses for each End User), detailing the release description, changes, and other relevant release notes. Generally, a migration period of up to one (1) month is made available for the Licensee to test the latest CPR release and then migrate to it. After the migration period, the Services will automatically be migrated to the latest CPR release version.

d) Maintenance Hotfixes

Maintenance hotfixes generally fall into one of the following categories:

(i) Hotfixes

Hotfixes are a part of the regular maintenance and are generally announced one week before their installation. Hotfixes do not have any exact plan or cadence regarding how they are installed. However, Quadient follows a continuous improvement approach for the operated Cloud solution and regularly installs hotfixes, typically once a month.

(ii) Urgent Hotfixes

Urgent Hotfixes apply to the current CPR version and typically fix a specific urgent issue that impacts the Licensee use or is security-related. An urgent hotfix is installed immediately after it is released and tested by the Quadient development department and is not announced to the Licensee prior to its rollout.

You can find the terms and conditions for our standard maintenance and support as well as the premium support, if applicable, published at www.quadient.com/eula

e) Data

As between the Parties, the Customer Data used, issued, processed, hosted, safeguarded, or stored by us and/or the third-party provider (e.g. Mailjet or Sparkpost for Email Services) on Your behalf and at Your request are and shall remain Your sole property. QUADIENT or its third-party provider is nonetheless authorized to access the Customer Data in order to: allow use of the Service; internally monitor and enhance the Service; analyze the Licensee's use of the Service in terms of volume and history; analyze and communicate statistics to its various customers about overall use of the Service, provided the information disclosed (i) is aggregated with QUADIENT's other customers' data and (ii) is made anonymous so that no Licensee's end customer may be directly or indirectly identified.

You agree to comply with the laws and regulations applicable to the processing of personal data in the country where they are collected. To this end, You shall be responsible for carrying out all mandatory reporting and/or consent requirements and ensure that you are entitled to transfer and process the data using our Services.

You agree that the Service shall not be used to process sensitive or special categories of personal data, especially personal data of a medical nature or pertaining to health conditions. You also agree that You will not include credit card information, bank account numbers, social security numbers, or national insurance numbers in plain text in an electronic communication.

You are hereby also informed that the Customer Data, including personal data, that You transfer to Quadient when using the Service may, depending on the geographical location of End Users, cross borders as they are routed to the servers that host the Service and store the Data. You undertake to inform the relevant personal data owners and data subjects of these possible transfers and the processing undertaken and to obtain any required prior consent or legal justification before uploading/transferring personal data to our Service.

f) Content



The Licensee shall be solely liable (i) for any Customer Data, information or content, in particular the content of emails, notices, communications, surveys and newsletters sent by You through the Service, including if such content is provided by a third party or by QUADIANT as part of a template such as an SMTP relay or via the routing of an entire infrastructure (hereinafter collectively referred to as “Content”), and (ii) for the Content’s compliance with the applicable laws and regulations.

You acknowledge and warrant that the Content, whether in whole or in part, shall in no event: (a) infringe, misappropriate, or violate any right, especially any intellectual property right, of any third party whatsoever; (b) contain any virus or program designed to cause damage, intercept, or misappropriate any system, data, or personal data in a fraudulent manner; (c) contain any unlawful, bullying, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material of any kind or nature or any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation; (d) contain any content which may be subject to any rules and regulations promulgated under the U.S. Export Administration Act of 1979 (as amended from time to time) or the U.S. Arms Export Administration Act of 1976 (as amended from time to time); (e) be false, misleading, or inaccurate, or (f) use the Services in violation of any law, including without limitation, the U.S. CAN-SPAM Act or any other similar law or regulation enacted in any applicable jurisdiction.

You undertake not to use the Service in a manner that may lead to any civil or criminal action whatsoever and shall indemnify and hold us harmless from any action on such grounds.

You acknowledge that we have the right, but not the obligation, to monitor the Service and any data submitted to the Service. To comply with legal obligations in this respect, we may take any actions (including suspending or deleting accounts, removing content, or denying routing of certain data and emails) we reasonably believe are necessary for security reasons or to prevent unlawful activity in connection with the Service.

You expressly acknowledge and agree that neither QUADIANT nor any of its third-party providers shall be liable for any loss or destruction of the Content, including the Customer Data, and that You shall be responsible for ensuring that You have proper backups thereof.

g) Anti-Spam

You undertake to comply (i) with all applicable laws (federal, regional, national, or otherwise) that govern marketing communications or email, including without limitation, the US CAN-SPAM Act of 2003 and all other applicable unsolicited communication and anti-spam laws and regulations. You acknowledge that You have been informed that in the event of a breach of the provisions of the anti-spam stipulations therein, in particular if emails are sent to recipients who did not specifically ask to receive such emails or if we receive an unusual number of complaints, we shall be entitled to suspend Your account(s), in which case You shall not be entitled to claim any refund or compensation. Some internet service providers (“ISP”) may suspend the routing of emails from certain addresses if they detect or suspect any dishonest or illegal behavior (“blacklisting”). If Your account is blacklisted by an ISP, We shall use commercially reasonable efforts to attempt to reestablish communication with that ISP as soon as possible.

4.2 Specific Service Conditions

In addition to the general Service conditions stated above, Services are governed by the following Specific Service Conditions, which can be found at www.quadiant.com/eula. Those Specific Service Conditions shall prevail in case of any doubts or inconsistencies:

- Generate On Demand (see Specific Service Conditions for Generate On Demand)
- Content Author (see Specific Service Conditions for Content Author)
- Front Office (see Specific Service Conditions for Front Office)



5 Appropriate Use

- 5.1 You shall not use any Service to knowingly: (i) send, use, or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or in violation of third-party rights; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send, use, or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (v) commit any act that is detrimental to the good name and standing of QUADIENT; or (vi) attempt to gain unauthorized access to a Service or its related systems or networks.
- 5.2 You are responsible for all activity that occurs via Your Service account. Please notify Customer Support immediately if You become aware of any unauthorized use of Your Service account. You may not (a) share Your account information (except with an authorized account administrator) or (b) use another person's account. Your account administrator may use Your account information to manage Your use and access to the Services.
- 5.3 If you use our Quadient Inspire Evolve Service to deliver email, we require you to adhere to the following Email Sending Guidelines when sending emails using the Service:
1. Use only permission-based marketing email lists (i.e. lists in which each recipient has granted permission to receive email from the Licensee by affirmatively opting in). Do not collect or use information, including email addresses, screen names or other identifiers, by deceit, (such as phishing, Internet scamming, password robbery, spidering, or harvesting);
 2. Always include a working "unsubscribe" mechanism in each marketing email that allows the recipient to opt out from Licensee marketing mailing list (transactional messages that are exempt from "unsubscribe" requirements of applicable law are exempt from this requirement).
 3. Include a valid physical mailing address applicable to the email or a link to that information. When sending from a different domain name on behalf of a partner or related third-party organization, the email body must clearly communicate that the message is sent via a third-party domain.
 4. Do not distribute added advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems (such as Microsoft's "add/remove" tool or similar).
 5. Comply with all requests from recipients to be removed from Licensee mailing list within ten (10) days of receipt of the request or the appropriate deadline under applicable law.
 6. Maintain, publish, and comply with a privacy policy that meets all applicable legal requirements, and include in each email a link to the privacy policy applicable to that email.
 7. Do not introduce intentionally, knowingly or recklessly, any virus or other contaminating code into the Services.
 8. Do not disguise the origin or subject matter of any email or falsify or manipulate the originating message address, subject line, header, or transmission path information for any email.
 9. Do not send to: (a) email addresses obtained from purchased or rented email lists; (b) email addresses programmatically generated or scraped from the Internet; or (c) role-based or non-specific addresses (e.g. webmaster@domain.com or info@domain.com) on a routine basis.



10. Do not send emails that result in an unacceptable number of spam or similar complaints (even if the email themselves are not actually spam) or employ sending practices that negatively impact the Service or other customers of the Service.
 11. Do not use the Service to send unsolicited bulk email or items otherwise considered junk email. Some examples of such emails include affiliate marketing, lead generation, penny stocks, credit repair, illegal gambling, multi-level marketing, pyramid schemes, prostitution, direct-to-consumer pharmaceutical sales, payday loans, and chain letters.
- 5.4 Restricted Content. The Licensee will not submit to the Service or use the Service to collect, store, or process: (a) social security numbers, passport numbers, military numbers, voter numbers, driver's license numbers, taxpayer numbers, or other government identification numbers; (b) Protected Health Information (as defined by HIPPA) or similar information under other comparable laws or regulations; (c) financial account numbers (including without limitation credit or debit card numbers, primary account numbers, bank account numbers, related security codes or passwords, or similar information; or (d) "special classes of data" (as defined by GDPR) of EU residents or similar information under other comparable laws or regulations.
- 5.5 Anti-harassment. The Licensee will not use the Service to: (a) store, distribute, or transmit any malware or other material that the Licensee knows or has reasonable grounds to believe is or may be tortious, libelous, offensive, infringing, harassing, harmful, disruptive, or abusive; or (b) promote, commit, aid, or abet any behavior which the Licensee knows or has reasonable grounds to believe is or may be tortious, libelous, offensive, infringing, harassing, harmful, disruptive, or abusive. Some examples of the foregoing may include emails that promote racism, homophobia, or other hate speech.
- 5.6 Compliance with Law. The Licensee's use of the Services must comply with all applicable laws, rules, regulations, ordinances, and court orders of any kind of any jurisdiction applicable to the Licensee, Quadient, its Third-Party Services, and to any Recipient. It is the Licensee's responsibility to be aware of and understand all applicable laws and ensure that the Licensee and its End Users of the account comply at all times with applicable law. Some examples of applicable laws include US CAN-SPAM Act, Canada Anti-Spam Law (CASL), EU General Data Protection Regulation (GDPR), member state implementations of the EU ePrivacy Directive, AU Federal Privacy Act and its Australian Privacy Principles, and other laws relating to data protection, privacy, intellectual property, security, terrorism, corruption, child protection, and import/export laws.

6 Definitions

The following terms used in this Agreement shall have the following meaning:

- **"Affiliate"** means an entity owned by, owning to, or under common ownership with either party, whereby ownership shall be defined as holding a financial interest of at least 51% of shares or capital.
- **"Authorities"** means any official public authorities, including regulatory and data protection authorities in any affected jurisdiction.
- **"Cluster"** means a group of Virtual Machines that house the Inspire Evolve Services within a Region. There are two types of Cluster, both of which will be present in each Region: (a) primary Cluster for the group of Virtual Machines that will run all production and non-production Inspire Evolve Services and (b) failover Cluster for the group of Virtual Machines that will be available to run all production and non-production Inspire Evolve Services in the event of a failure of the primary Cluster.



- **“Customer Contract”** means this individually agreed and duly signed commercial agreement between the Licensee and QUADIENT for the purchase of one or more Services that expressly references the appropriate Terms of Use.
- **“Customer Data”** means any data, information, or material, including personal data and Licensee content that the Licensee or the Licensee’s End Users, employees, subscribers, or partners may disclose or submit to QUADIENT or upload to the Service in the course of using the Service.
- **“Document”** means any incoming and outgoing document (e.g. letter, fax, invoice, or sales order) submitted to QUADIENT via a secure Internet connection for processing, delivery to a recipient, and/or electronic archiving.
- **“Documentation”** means any published documentation provided by QUADIENT in any form related to the Service, including any specification, End User manuals, systems manuals, operating manuals, programming manuals, physical planning guides, and set up or installation guides, if available.
- **“End User”** means any person, program, process, product, or hardware which uses any functionality of the Software or Service; it shall also mean the Licensee’s employees, representatives, consultants, contractors, or agents who are authorized to use the Software or Service under a valid Subscription and have been supplied user identifications and passwords by the Licensee (or by QUADIENT at the Licensee’s request).
- **“EU Model Clauses”** means the standard contractual clauses annexed to the EU Commission Decision 2010/87/EU dated February 5, 2010 for the Transfer of Personal Data to Processors established in Third Countries under the EU Directive 95/46/EC.
- **“Environment”** is a deployment of a Service for a Tenant for a specific phase within the project lifecycle. There are two types of Environment: (a) non-production for development and tests; and (b) production Environment used by the Licensee for their customer-facing communication generation, processing, and/or delivery.
- **“Fees”** means the Fees and charges specified in the applicable License Schedule and/or Customer Contract, payable by Licensee to QUADIENT or the respective Affiliate in respect of the License and/or the respective Service Subscription.
- **“GDPR”** means Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons (data subjects) with regard to the processing of personal data, the free movement of such data, and the repealing of Directive 95/46/EC.
- **“Instance”** is an Inspire Evolve software deployment into a Virtual Machine as part of an Environment. Each Environment is made of a minimum of two Instances to form the Service within that Environment.
- **“Intellectual Property Rights”** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
- **“Licensee”** or **“Customer”** means the organisation entering into the Customer Contract, thus the Licensee or End User authorized to use the Service under a valid and paid License for the Licensee’s internal business use and not for distribution or resale. The Licensee may have multiple Tenants/sub-Tenants.



- **“Service Schedule”** means the document in which the commercial details of the Software or Service Subscriptions are agreed between the Parties. The Service Schedule may be a Customer Contract in itself or an integrated part thereof.
- **“Quadient Cloud Service(s)”** means QUADIENT's online services as described in the relevant product or service descriptions and as found at: quadientcloud.eu
- **“Quadient Inspire Evolve Service(s)” or “Service(s)”** means QUADIENT’s Software as a Service (SaaS) as described in the relevant service description and as found at quadientcloud.eu
- **“Region”** (and Regional accordingly) means the geographical location of the Microsoft Azure data centre/s that houses the Inspire Evolve Services for the Licensee.
- **“Software”** means the software as set forth in the applicable Service Schedule as supplied by QUADIENT, any printed materials, and corresponding online or electronic Documentation.
- **“Subscription”** means the use rights for the Services granted to the Licensee under this Agreement.
- **“Tenant”** (or sub-Tenant, depending on the position within the hierarchy) is a specific department, sector, line of business, or other portion defined by the Licensee that has access to a unique set of Inspire Evolve Services that are linked together by the Licensee in a hierarchy of their choosing. As an example, a large insurance customer may have a claims department, a policies department, and a renewals department. If each of these departments had their own set of Inspire Evolve Services, they would be considered tenants within the Licensee’s Service account.
- **“Third-Party Software” or “Third-Party Services”** means in the Quadient Inspire Evolve Services any third-party software or service components used in connection with the Software and related Documentation, including any upgrades, modified versions, updates, additions, and copies thereof.
- **“Trial Version” or “Test Version” or “Early Access”** means a version and/or feature of the Inspire Evolve Service to be used only to review and evaluate the Service for a specific period of time as determined by QUADIENT without any warranty and irrespective of whether such Software or Service will be continued or included in a GA-Release.
- The terms, **‘personal data’, ‘processing’, ‘supervisory authority’, ‘data subject’, ‘Processor’, ‘Controller’** and **‘transfer’** shall have the same meaning as defined in the GDPR.
- **“Virtual Machine”** is a logical server within a Cluster that houses and runs the Inspire Evolve Services. Virtual Machines can either be: (a) shared Virtual Machine(s) for a Virtual Machine that can house services for more than one Customer account, e.g. the Virtual Machine may contain a Service for an insurance Customer, a Service for a healthcare Customer, and a Service for a financial services Customer; or (b) dedicated Virtual Machine/s for a Virtual Machine that will only house Services for one Customers account, though it may house multiple Tenants or sub-Tenants within a Customer’s account.