



We've updated our terms, please review them carefully. These updated terms will not apply to existing Customers who purchased the Service prior to July 9, 2024 and/or those who have executed negotiated terms Reveal.

Link to Previous Reveal Terms

[https://assets.reveal.co/Reveal\\_%20T%26Cs%20and%20DPA\\_ENG\\_15\\_05\\_24.docx.pdf](https://assets.reveal.co/Reveal_%20T%26Cs%20and%20DPA_ENG_15_05_24.docx.pdf)

Last Modified: July 9, 2024

## Crossbeam/Reveal Terms of Service

This Crossbeam Terms of Service (“**Agreement**”) is entered into by and between Crossbeam, Inc or the Crossbeam Affiliate indicated in the applicable Order (“**Crossbeam**”) and the entity or person placing an Order for or accessing the Service (“**Customer**” or “**you**”). This Agreement consists of the terms and conditions set forth below and any Orders. Certain capitalized terms are defined in Section 22 (Definitions) and others are defined contextually in this Agreement. If you are accessing or using the Service on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to “you” reference your company.

The “**Effective Date**” of this Agreement is the date which is the earlier of (a) Customer’s initial access to the Service through any online provisioning, registration or order process or (b) the effective date of the first Order. Crossbeam may modify this Agreement from time to time as permitted in Section 20.1 (Modifications to Agreement).

**By indicating your acceptance of this Agreement or accessing or using the Service, you are agreeing to be bound by the terms and conditions of this Agreement. Each party expressly agrees that this Agreement is legally binding upon it.**

**1. Overview.** The Service is a data sharing platform that allows Customer to share information with its partners who also use the Service (“**Partners**”). The Service is designed to integrate with Customer’s accounts on Third-Party Platforms and enable Customer to choose what information to share with each Partner.

### **2. The Service.**

**2.1. Permitted Use.** During the Subscription Term, Customer may access and use the Service only for its internal business purposes in accordance with the Documentation and this Agreement, including any usage limits in an Order. This includes the right to copy and use the Software as part of Customer’s authorized use of the Service.

**2.2. Users.** Only Users may access or use the Service. Each User must keep its login credentials confidential and not share them with anyone else. Customer is responsible for its Users’ compliance with this Agreement and actions taken through their accounts (excluding misuse of accounts caused by Crossbeam’s breach of this Agreement). Customer will promptly notify Crossbeam if it becomes aware of any compromise of its User login credentials. Crossbeam uses User account information as described in its privacy policy, but that policy does not apply to Customer Data.

**2.3. Administrators.** Customer may designate a User as an administrator with control over Customer’s Service account, including management of Users and Customer Data, as described in the Documentation. Customer is fully responsible for its choice of administrators and any actions they take with respect to the Service. Customer agrees that Crossbeam’s responsibilities do not extend to the internal management or administration of the Service for Customer.

**2.4. Sharing Data.** Subject to the terms of this Agreement (including the AUP), Customer may use the Service to share Customer Data with Partners or other third parties. Once shared Customer Data may be viewed, used to generate reports or otherwise exported from the Service. Crossbeam has no liability for how a Partner or any other third party may access or use Customer Data as a result of Customer’s (including its Users’) sharing decisions.

**2.5. Restrictions.** Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell or sublicense the Service to a third party, (b) use the Service on behalf of, or to provide any product or service to, third parties, (c) use the Service to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Service, except to the extent expressly permitted by Law (and then only with prior notice to Crossbeam), (e) modify or create derivative works of the Service or copy any element of the Service (other than authorized copies of the Software), (f) remove or obscure any proprietary notices in the Service, (g) publish benchmarks or performance information about the Service, (h) interfere with the Service’s operation, circumvent its access restrictions or conduct any security or vulnerability test of the Service or (i) transmit any viruses or other harmful materials to the Service.

- 3. SLA and Support.** During the Subscription Term, the Service will be subject to the SLA and Crossbeam will provide Support in accordance with the Support Policy.
- 4. Customer Data.**
- 4.1. Data Use.** Customer grants Crossbeam the non-exclusive, worldwide right to use, copy, store, transmit, display, modify and create derivative works of Customer Data, but only as necessary to provide the Service, Support and any Technical Services to Customer under this Agreement. This includes sharing Customer Data with Customer's Partners as configured by Customer through the Service. Crossbeam may also use Customer Data internally to improve the Service, including through machine learning techniques, but only in a form that is not associated with Customer and is aggregated with similar data from other Crossbeam customers.
- 4.2. Security.** Crossbeam uses reasonable technical and organizational measures designed to protect the Service and Customer Data as described in the Security Policy.
- 4.3. Personal Data.** Each party agrees to comply with the DPA.
- 4.4. Data Export.** During the Subscription Term and for 30 days afterwards, Customer may export its Customer Data from the Service using the export features described in the Documentation. After this export period, Crossbeam may delete Customer Data in accordance with its standard schedule and procedures.
- 5. Customer Obligations.**
- 5.1. Generally.** Customer is responsible for its Customer Data, including its content and accuracy, and agrees to comply with Laws and the AUP in using the Service. Customer represents and warrants that (i) it will honor any access, deletion, opt-out or other requests it receives from data subjects relating to its Customer Data and update its Customer Data to reflect such requests, in each case as required by Laws, and (ii) it has made all disclosures and has all rights, consents and permissions necessary to use its Customer Data with the Service, grant Crossbeam the rights in Section 4.1 (Data Use) and share its Customer Data with Partners or other third parties under Section 2.4 (Sharing Data), all without violating or infringing Laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to the Customer Data.
- 5.2. Partner Relationships.** Customer is solely responsible for managing its own relationships with its Partners, including if applicable any necessary agreements governing Partner use and protection of Customer Data shared with Partner.
- 5.3. Prohibited Uses.** Customer must not use the Service with Prohibited Data or for High Risk Activities. Customer acknowledges that the Service is not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Crossbeam is not a Business Associate as defined under HIPAA. Notwithstanding anything else in this Agreement, Crossbeam has no liability for Prohibited Data or use of the Service for High Risk Activities.
- 6. Suspension of Service.** Crossbeam may suspend Customer's access to the Service and related services if Customer breaches Section 2.5 (Restrictions) or Section 5 (Customer Obligations), if Customer's account is 30 days or more overdue or if Customer's actions risk harm to other customers or the security, availability or integrity of the Service. Where practicable, Crossbeam will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, Crossbeam will promptly restore Customer's access to the Service in accordance with this Agreement.
- 7. Third-Party Platforms.** Customer may choose to use the Service with Third-Party Platforms (e.g. CRMs such as Salesforce or Hubspot). Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. Crossbeam does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms or their providers use Customer Data. If Customer enables a Third-Party Platform with the Service, Crossbeam may access and exchange Customer Data with the Third-Party Platform on Customer's behalf.
- 8. Technical Services.** Any purchased Technical Services are as described in the relevant Order. Customer will give Crossbeam timely access to Customer Materials reasonably needed for the Technical Services, and if Customer fails to do so, Crossbeam's obligation to provide Technical Services will be excused until access is provided. Crossbeam will use Customer Materials only for purposes of providing Technical Services. Any Technical Services deliverables relate to the configuration or use of the Service. Customer may use Technical Services deliverables only as part of its authorized use of the Service, subject to the same terms as for the Service in Section 2 (The Service) and Section 5 (Customer Obligations).
- 9. Commercial Terms.**
- 9.1. Subscription Term.** Each Subscription Term will renew for successive periods unless (a) the parties agree on a different renewal Order or (b) either party notifies the other of non-renewal at least 30 days prior to the end of the current Subscription Term. Email notice is sufficient for the purposes of this Section 9.1.
- 9.2. Fees and Taxes.** Fees are as described in each Order. Customer will reimburse Crossbeam for reasonable travel and lodging expenses it incurs in providing Technical Services. Fees are invoiced on the schedule in the Order and reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, all fees and expenses are due within 30 days of the invoice date. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as set out in Section 10.2 (Warranty Remedy), Section 15.4 (Mitigation and Exceptions), Section 20.1 (Modifications to Agreement) and the SLA. Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("**Taxes**"), other than Crossbeam's income tax. Fees and expenses are exclusive of Taxes.

**9.3. Affiliate Orders.** An Affiliate of Customer may enter its own Order(s) as mutually agreed with Crossbeam. This creates a separate agreement between the Affiliate and Crossbeam incorporating this Agreement with the Affiliate treated as “Customer”. Neither Customer nor any Customer Affiliate has any rights under each other’s agreement with Crossbeam, and breach or termination of any such agreement is not breach or termination under any other.

**10. Warranties and Disclaimers.**

**10.1. Limited Warranty.** Crossbeam warrants to Customer that:

(a) the Service will perform materially as described in the Documentation and Crossbeam will not materially decrease the overall functionality of the Service during a Subscription Term (the “**Performance Warranty**”) and

(b) Crossbeam will perform any Technical Services in a professional and workmanlike manner (the “**Technical Services Warranty**”).

**10.2. Warranty Remedy.** If Crossbeam breaches Section 10.1 (Limited Warranty) and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, then Crossbeam will use reasonable efforts to correct the non-conformity. If Crossbeam cannot do so within 30 days of Customer’s warranty claim, either party may terminate the affected Order as relates to the non-conforming Service or Technical Services. Crossbeam will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Technical Services (for the Technical Services Warranty). These procedures are Customer’s exclusive remedy and Crossbeam’s entire liability for breach of the warranties in Section 10.1. These warranties do not apply to (a) issues caused by misuse or unauthorized modifications, (b) issues in or caused by Third-Party Platforms or other third-party systems or (c) Trials and Betas or other free or evaluation use.

**10.3. Disclaimers.** Except as expressly provided in Section 10.1 (Limited Warranty), the Service, Support, Technical Services and all related Crossbeam services are provided “AS IS”. Crossbeam and its suppliers make no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or noninfringement. Without limiting its express obligations in Section 3 (SLA and Support), Crossbeam does not warrant that Customer’s use of the Service will be uninterrupted or error-free, that Crossbeam will review Customer Data for accuracy or that it will maintain Customer Data without loss. Crossbeam is not liable for delays, failures or problems inherent in use of the Internet and electronic communications or other systems outside Crossbeam’s control. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

**11. Term and Termination.**

**11.1. Term.** This Agreement starts on the Effective Date and continues until expiration or termination of all Subscription Terms.

**11.2. Termination.** Either party may terminate this Agreement (including all Orders) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors’ arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

**11.3. Effect of Termination.** Upon expiration or termination of this Agreement or an Order, Customer’s access to the Service and Technical Services will cease, other than limited use of the Service to export Customer Data as described in Section 4.5 (Data Export). At the disclosing party’s request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party’s Confidential Information (excluding Customer Data, which is addressed in Section 4.5). Customer Data and other Confidential Information may be retained in the receiving party’s standard backups after deletion but will remain subject to this Agreement’s confidentiality restrictions.

**11.4. Survival.** These Sections survive expiration or termination of this Agreement: 2.5 (Restrictions), 4.5 (Data Export), 5 (Customer Obligations), 9.2 (Fees and Taxes), 10.3 (Disclaimers), 11.3 (Effect of Termination), 11.4 (Survival), 12 (Ownership), 13 (Usage Data), 14 (Limitations of Liability), 15 (Indemnification), 16 (Confidentiality), 17 (Required Disclosures), 21 (General Terms) and 22 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

**12. Ownership.** Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Crossbeam’s use rights in this Agreement, between the parties Customer retains all intellectual property and other rights in Customer Data and Customer Materials provided to Crossbeam. Except for Customer’s use rights in this Agreement, Crossbeam and its licensors retain all intellectual property and other rights in the Service, any Technical Services deliverables and related Crossbeam technology, templates, formats and dashboards, including any modifications or improvements to these items made by Crossbeam. If Customer provides Crossbeam with feedback or suggestions regarding the Service or other Crossbeam offerings, Crossbeam may use the feedback or suggestions without restriction or obligation.

**13. Usage Data.** Crossbeam may collect Usage Data and use it to operate, improve and support the Service and for other lawful business practices, such as analytics, benchmarking and reports. However, Crossbeam will not disclose Usage Data externally, including in benchmarks or reports, unless it has been (a) de-identified so that it does not individually identify Customer, its Users or any other person and (b) aggregated with usage data across other Crossbeam customers.

**14. Limitations of Liability.**

**14.1. Consequential Damages Waiver.** Except for Excluded Claims, neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.

**14.2. Liability Cap. Except for Excluded Claims, each party's (and its suppliers') entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to Crossbeam during the prior 12 months under this Agreement.**

**14.3. Excluded Claims. "Excluded Claims" means:** (a) Customer's breach of Sections 2.5 (Restrictions) or 5 (Customer Obligations), (b) either party's breach of Section 16 (Confidentiality) (but excluding claims relating to Customer Data) or (c) amounts payable to third parties under the indemnifying party's obligations in Section 15 (Indemnification).

**14.4. Nature of Claims and Failure of Essential Purpose.** The waivers and limitations in this Section 14 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

## **15. Indemnification.**

**15.1. Indemnification by Crossbeam.** Crossbeam will defend Customer from and against any third-party claim to the extent alleging that the Service, when used by Customer as authorized in this Agreement, infringes a third party's U.S. patent, copyright, trademark or trade secret, and will indemnify and hold harmless Customer against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by Crossbeam resulting from the claim.

**15.2. Indemnification by Customer.** Customer will defend Crossbeam from and against any third-party claim to the extent resulting from Customer Data, Customer Materials or Customer's breach or alleged breach of Section 5 (Customer Obligations), and will indemnify and hold harmless Crossbeam against any damages or costs awarded against Crossbeam (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

**15.3. Procedures.** The indemnifying party's obligations in this Section 15 are subject to receiving (a) prompt notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Service, when Crossbeam is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

**15.4. Mitigation and Exceptions.** In response to an actual or potential infringement claim, if required by settlement or injunction or as Crossbeam determines necessary to avoid material liability, Crossbeam may at its option: (a) procure rights for Customer's continued use of the Service, (b) replace or modify the allegedly infringing portion of the Service to avoid infringement without reducing the Service's overall functionality or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. Crossbeam's obligations in this Section 15 do not apply (1) to infringement resulting from Customer's modification of the Service or use of the Service in combination with items not provided by Crossbeam (including Third-Party Platforms), (2) to infringement resulting from Software other than the most recent release, (3) to unauthorized use of the Service, (4) if Customer settles or makes any admissions about a claim without Crossbeam's prior consent, (5) to Trials and Betas or other free or evaluation use or (6) to the extent the alleged infringement is not caused by the particular technology or implementation of the Service but instead by features common to any similar service. **This Section 15 sets out Customer's exclusive remedy and Crossbeam's entire liability regarding infringement of third-party intellectual property rights.**

## **16. Confidentiality.**

**16.1. Definition. "Confidential Information" means** information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Crossbeam's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Service. Customer's Confidential Information includes Customer Data.

**16.2. Obligations.** As receiving party, each party will (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement, including Section 4.1 (Data Use), and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Crossbeam, the subcontractors referenced in Section 21.9), provided it remains responsible for their compliance with this Section 16 and they are bound to confidentiality obligations no less protective than this Section 16.

**16.3. Exclusions.** These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party's Confidential Information.

**16.4. Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 16.

**17. Required Disclosures.** Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data and other Confidential Information, if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

**18. Trials and Betas.** If Customer receives access to the Service or Service features on a free or trial basis or as an alpha, beta or early access offering ("**Trials and Betas**"), use is permitted only for Customer's internal evaluation during the period designated by Crossbeam (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials

and Betas may be inoperable, incomplete or include features that Crossbeam may never release, and their features and performance information are Crossbeam's Confidential Information. **Notwithstanding anything else in this Agreement, Crossbeam provides no warranty, indemnity, SLA or support for Trials and Betas and its liability for Trials and Betas will not exceed US\$50.**

**19. Publicity.** Neither party may publicly announce this Agreement except with the other party's prior consent or as required by Laws.

**20. Modifications.**

**20.1. Modifications to Agreement.** Crossbeam may modify this Agreement from time to time with notice to Customer. Modifications take effect at Customer's next Subscription Term or Order unless Crossbeam indicates an earlier effective date. If Crossbeam requires modifications with an earlier effective date and Customer objects, Customer's exclusive remedy is to terminate this Agreement with notice to Crossbeam, in which case Crossbeam will provide Customer a refund of any pre-paid Service fees for the terminated portion of the current Subscription Term. To exercise this termination right, Customer must notify Crossbeam of its objections within 30 days after Crossbeam's notice of the modified Agreement. Once the modified Agreement takes effect Customer's continued use of the Service constitutes its acceptance of the modifications. Crossbeam may require Customer to click to accept the modified Agreement.

**20.2. Modifications to Policies.** Policies are not subject to Section 20.1 (Modifications to Agreement). With notice to Customer, Crossbeam may modify the Policies to reflect new features or changing practices, but the modifications will not materially decrease Crossbeam's overall obligations during a Subscription Term.

**21. General Terms.**

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

**21.2. Governing Law, Jurisdiction and Venue.** This Agreement is governed by the laws of the State of New York and the United States without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in New York County, New York State and both parties submit to the personal jurisdiction of those courts.

**21.3. Attorneys' Fees and Costs.** The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

**21.4. Notices.** Except as set out in this Agreement, any notice or consent under this Agreement must be in writing and will be deemed given: (a) upon receipt if by personal delivery, (b) upon receipt if by certified or registered U.S. mail (return receipt requested) or (c) one day after dispatch if by a commercial overnight delivery service. If to Crossbeam, notice must be provided to Crossbeam, Inc., 30 S 15th St Ste 1550 PMB 15987 Philadelphia PA 19102-4826 United States, [Attn: Legal Notice] [with a copy to legal@crossbeam.com]. If to Customer, Crossbeam may provide notice to the address Customer provided at registration. Either party may update its address with notice to the other party. Crossbeam may also send operational notices to Customer by email or through the Service.

**21.5. Entire Agreement.** This Agreement (which includes all Orders, the Policies and the DPA) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

**21.6. Amendments.** Except as otherwise provided herein, any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Crossbeam. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by Crossbeam; any of these Customer documents are for administrative purposes only and have no legal effect.

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

**21.8. Force Majeure.** Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

**21.9. Subcontractors.** Crossbeam may use subcontractors and permit them to exercise Crossbeam's rights, but Crossbeam remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

**21.10. Independent Contractors.** The parties are independent contractors, not agents, partners or joint venturers.

**21.11. Export.** Customer agrees to comply with all relevant U.S. and foreign export and import Laws in using the Service. Customer (a) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (b) agrees not to access or use the Service in violation of any U.S. export embargo, prohibition or restriction and (c) will not submit to the Service any information controlled under the U.S. International Traffic in Arms Regulations.

**21.12. Open Source.** The Software may incorporate third-party open source software (“OSS”), as listed in the Documentation or by Crossbeam upon request. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

**21.13. Government End-Users.** Elements of the Service are commercial computer software. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Service was developed fully at private expense. All other use is prohibited.

## **22. Definitions.**

“**Affiliate**” means an entity directly or indirectly owned or controlled by a party, where “ownership” means the beneficial ownership of fifty percent (50%) or more of an entity’s voting equity securities or other equivalent voting interests and “control” means the power to direct the management or affairs of an entity.

“**AUP**” means the Crossbeam Acceptable Use Policy, the current version of which is at <https://www.crossbeam.com/legal/acceptable-use/>.

“**Customer Data**” means any data, content or materials that Customer (including its Users) submits to the Service, including from Third-Party Platforms.

“**Customer Materials**” means materials, systems and other resources that Customer provides to Crossbeam in connection with Technical Services.

“**Documentation**” means Crossbeam’s usage guidelines and standard technical documentation for the Service, the current version of which is at <https://help.crossbeam.com/>. For the Reveal Nearbound Revenue Platform Documentation means the usage guidelines and standard technical documentation for the Service, the current version of which is at <https://intercom.help/Reveal4business/en/>

“**DPA**” means the Data Processing Addendum between the parties, the current version of which is at <https://reveal.co/legals/data-processing-agreement> for the Reveal Nearbound Revenue Platform and <https://www.crossbeam.com/legal/DPA/> for Crossbeam.

“**High Risk Activities**” means activities where use or failure of the Service could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

“**Laws**” means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, antitrust and unfair competition, international communications and export of technical or personal data.

“**Order**” means an order for access to the Service, Support, Technical Services or related Crossbeam services referencing this Agreement that is executed by the parties or that Customer completes through a Crossbeam-provided online order flow.

“**Policies**” means the AUP, Security Policy, Support Policy and SLA.

“**Prohibited Data**” means any (a) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation, (b) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“HIPAA”), (c) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS), (d) other information subject to regulation or protection under specific Laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations), (e) social security numbers, driver’s license numbers or other government ID numbers or (f) any data similar to the above protected under foreign or domestic Laws.

“**Security Policy**” means the Crossbeam Security Policy, the current version of which is at <https://www.crossbeam.com/legal/security-policy/>.

“**Service**” means Crossbeam’s proprietary cloud service including the Reveal Nearbound Revenue Platform and related services, as identified in the relevant Order and as modified from time to time. The Service includes the Software and Documentation but does not include Technical Services deliverables or Third-Party Platforms.

“**SLA**” means the Crossbeam Service Level Agreement, the current version of which is at <https://www.crossbeam.com/legal/sla/>.

“**Software**” means any Crossbeam client software, scripts or other code provided to Customer by Crossbeam for use with the Service.

“**Subscription Term**” means the term for Customer’s use of the Service as identified in an Order.

“**Support**” means support for the Service as described in the Support Policy. Customer’s Support level will be identified in its Order.

“**Support Policy**” means the Crossbeam Support Policy, the current version of which is at <https://www.crossbeam.com/legal/support-policy/>.

“**Technical Services**” means any training, enablement or other technical services provided by Crossbeam related to the Service, as identified in an Order. Technical Services includes services Crossbeam provides to Customer by a Crossbeam Customer Success Manager.

“**Third-Party Platform**” means any platform, add-on, service or product (e.g. CRM such as Salesforce or Hubspot) not provided by Crossbeam that Customer elects to integrate or enable for use with the Service.

“**Usage Data**” means Crossbeam’s technical logs, data and learnings about Customer’s use of the Service, but excluding Customer Data.

“**User**” means any employee or contractor of Customer or its Affiliates that Customer allows to use the Service on its behalf.