

# MEA Pass-Through Terms for Branch Services

## 1. SCOPE OF SERVICES AND USE RESTRICTIONS

**1.1 Services Description.** Provider will provide End Customer with access to certain software-as-a-service products provided by Branch Metrics, Inc. ("Branch"), including Branch's deep linking, attribution, and mobile analytics services (the "Branch Services"), as further described in the applicable Order Form. The Branch Services are deployed and hosted by Branch in its cloud-based computing environment and exclude: (i) any web-based, mobile, or other software application functionality that interoperates with the Branch Services that is not directly provided by Branch, and (ii) any third-party content accessible through the Branch Services.

**1.2 Service Access.** Subject to End Customer's compliance with this Agreement and payment of applicable fees, Provider will enable End Customer to access and use the Branch Services for the duration of the subscription term set forth in the applicable Order Form. End Customer is responsible for its own implementation of the Branch Services within its digital properties, including the technical implementation of Branch's software development kit, and any engagements with third-party vendors or integration partners used by End Customer in conjunction with the Branch Services.

**1.3 Subscription.** End Customer's right to access and use the Branch Services is a limited right for the duration, and up to the use capacity, specified in the applicable Order Form.

**1.4 Documentation.** End Customer's use of the Branch Services is subject to Branch's applicable service documentation and usage guidelines available at <https://help.branch.io/>, or its successor URL (the "Documentation").

**1.5 Updates.** End Customer's access is limited to the version of the Branch Services in Branch's production environment. Branch regularly updates the Branch Services and reserves the right to discontinue, add, or substitute functionally equivalent features. Branch shall not have liability for any damages resulting from End Customer's failure to implement upgrades or updates to the Branch Services provided that End Customer is notified of such upgrade or update.

## **2. INTELLECTUAL PROPERTY OWNERSHIP AND LICENSE GRANTS**

**2.1 Branch Proprietary Rights.** Branch and its licensors reserve all right, title, and interest in and to the Branch Services, including all related intellectual property rights, the Branch application programming interfaces, and the Branch software development kits. No rights are granted to End Customer except as expressly set forth in this Agreement. End Customer's right to use the Branch Services is non-transferable, non-exclusive, and limited to use for internal business purposes and only for the duration of the applicable subscription term.

**2.2 End Customer Digital Properties.** As between the parties, End Customer retains all right, title, and interest in End Customer's mobile applications, websites, and program code created by or for End Customer for use with the Branch Services ("End Customer Digital Properties"). If End Customer uses End Customer Digital Properties with the Branch Services, End Customer grants permission to allow the Branch Services to interoperate with End Customer Digital Properties as required to provide the Branch Services.

**2.3 License to Customer Data.** End Customer grants to Branch a limited, non-exclusive, non-sublicensable, non-transferable, worldwide, royalty-free license to use data collected through the Branch Services ("Customer Data") solely to provide the Branch Services. Branch may collect and use Usage Data (data derived from operation of the Branch Services that has been aggregated or de-identified so that the data is not identified with End Customer or its users) during and after the term of this Agreement for Branch's own business purposes, including operating, maintaining, developing, and improving the Branch Services.

**2.4 Feedback.** End Customer agrees that Branch may use any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by End Customer relating to the

Branch Services ("Feedback") in any manner, including in future enhancements and modifications to the Branch Services. End Customer grants to Branch and its assigns a perpetual, worldwide, fully transferable, sub-licensable, fully paid-up, irrevocable, royalty-free license to use, reproduce, modify, create derivative works from, distribute, publish, and display the Feedback in any manner for any purpose, without any obligation to provide attribution or compensation to End Customer. Feedback does not include any pre-existing intellectual property of End Customer.

### **3. ACCEPTABLE USE POLICIES AND PROHIBITED CONDUCT**

**3.1 Acceptable Use.** End Customer agrees to use the Branch Services exclusively for authorized purposes, consistent with all applicable laws and regulations, the Documentation, and applicable Branch policies, including the terms of the Branch Acceptable Use Policy available at <https://legal.branch.io/saas/acceptable-use-policy/>.

**3.2 Use Restrictions.** Except as expressly permitted under this Agreement, End Customer will not, and will not permit anyone else to:

- (a) make the functionality of the Branch Services available to any third party through any means, including any hosting, application services provider, service bureau, or other type of service;
- (b) use any automated tool (e.g., robots, spiders) to access or use the Branch Services;
- (c) rent, lease, or sublicense End Customer's access to the Branch Services to another person;
- (d) circumvent or disable any digital rights management, usage rules, or other security features of the Branch Services or attempt to gain unauthorized access to the Branch Services or its related systems or networks;
- (e) use the Branch Services in a manner that overburdens, or that threatens the integrity, performance, or availability of, the Branch Services;
- (f) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of the Branch Services;

(g) send material containing software viruses, worms, trojan horses, or other harmful computer code, files, scripts, agents, or programs;

(h) send or store in the Branch Services any personal health data, credit card data, personal financial data, or other such sensitive data as determined under applicable law, including data subject to the Health Insurance Portability and Accountability Act, Gramm–Leach–Bliley Act, or Payment Card Industry Data Security Standards;

(i) send or store in the Branch Services any data that may impose additional data security, data protection, or regulatory obligations that differ from those specified in this Agreement or the Data Processing Addendum;

(j) send, upload, transmit, or store any infringing, fraudulent, threatening, libelous, defamatory, or otherwise unlawful or tortious material, including material that violates third-party rights, or otherwise use the Branch Services to link or redirect any such materials; or

(k) use the Branch Services in a manner which is reasonably likely to create a security or vulnerability concern for Branch.

**3.3 Security Obligations.** End Customer will not: (i) breach or attempt to breach the security of the Branch Services or any network, servers, data, computers, or other hardware relating to, or used in connection with, the Branch Services, or any third party that is hosting or interfacing with any part of the Branch Services; or (ii) use or distribute through the Branch Services any software, files, or other tools or devices designed to interfere with or compromise the privacy, security, or use of the Branch Services, or the operations or assets of any other customer of Branch or any third party.

**3.4 Authorized Users.** End Customer will comply with any user authentication requirements for use of the Branch Services. End Customer is solely responsible for monitoring its affiliates, employees, vendors, partners, consultants, clients, external users, contractors, agents, or other third parties (“Authorized Users”) who End Customer has authorized to have access to and use of the Branch Services. Branch has no obligation to verify the identity of any person who gains access to the Branch Services by means of an Authorized User’s account. Any failure by any Authorized Users to comply

with this Agreement will be deemed to be a breach by End Customer. If there is any compromise in the security of an Authorized User's account, or if unauthorized use is suspected or has occurred, End Customer must immediately take all necessary steps, including providing notice to Provider, to effectuate the suspension or termination of the affected account.

**3.5 Suspension.** Use of the Branch Services in violation of the restrictions in this Section 3 that, in Branch's judgment, threatens the integrity, performance, availability, or security of the Branch Services may result in immediate suspension of, or limitation in, End Customer's access to the Branch Services without prior notice.

**3.6 Data Localization Restrictions.** End Customer acknowledges that the Branch Services are hosted in the United States. End Customer shall not deploy the Branch Services in any country that requires data to be held in a locale other than the United States. End Customer is solely responsible for determining whether its use of the Branch Services complies with any data localization or data residency requirements applicable to End Customer or its end users in the jurisdictions in which End Customer operates. If End Customer is subject to data localization laws that would require Customer Data to be stored or processed outside of the United States, End Customer must not use the Branch Services for such data.

## **4. DATA PROCESSING, PRIVACY, AND SECURITY OBLIGATIONS**

**4.1 Data Privacy and Security.** Branch will maintain reasonable and appropriate technical and organizational measures designed to secure Customer Data against accidental or unlawful loss, access, or disclosure.

**4.2 Data Processing Addendum.** The terms of the Branch Data Processing Addendum posted at <https://legal.branch.io/#saas-dpa-pdf> (the "DPA") are hereby incorporated by reference and shall apply to the processing of Personal Data (as defined in the DPA). End Customer agrees to be bound by the terms of the DPA as if End Customer were the "Customer" named therein.

**4.3 Privacy Policy.** End Customer acknowledges and agrees that in its provision of the Branch Services, Branch will collect and process data from End Customer Digital Properties as set forth in Branch's Privacy Policy available at <https://legal.branch.io/saas/privacy-policy/>.

**4.4 Customer Data.** "Customer Data" means electronic data, information, or content (including Personal Data as defined in the DPA) that is collected, processed, submitted, or stored by End Customer or its Authorized Users through its use of the Branch Services, but excludes Usage Data.

**4.5 Data Retention.** Branch has no obligation to retain Customer Data beyond ninety (90) days after the expiration or termination of End Customer's subscription to the Branch Services.

**4.6 Partner Integrations.** The Branch Services enable End Customer to measure and analyze its marketing campaigns with certain partners that End Customer works with, such as advertising networks, publishers, and analytics providers ("Partners"). For such purpose, End Customer may, through its configuration of the Branch Services, direct Branch to provide data to, and receive data from, Partners relating to end users ("Shared Data"). End Customer acknowledges and agrees that: (i) the sharing of such Shared Data between Branch and Partners will be available only to the extent enabled by the Partner and Branch; (ii) any use of Shared Data by a Partner shall be subject to End Customer's own agreements with such Partner; (iii) Branch shall not have liability or responsibility in connection with any acts or omissions by Partners; and (iv) any use or processing of Shared Data may be subject to certain limitations and restrictions imposed by Partners, and Branch is not responsible for fulfilling such limitations and restrictions unless expressly agreed to in writing.

## **5. CONFIDENTIALITY**

**5.1 Confidential Information.** "Confidential Information" means non-public information disclosed under this Agreement designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary by the disclosing party. Confidential Information of Branch includes but is not limited to: all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and other customer-related information, financial information, audit reports, proposals, results of testing and benchmarking of the Branch Services, and product roadmaps. Information will not be considered Confidential Information to the extent that the receiving party can establish that such information: (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently

developed by one party without reference to any Confidential Information of the other.

**5.2 Protection Obligations.** All Confidential Information disclosed hereunder will remain the exclusive property of the disclosing party. End Customer will not disclose (except as permitted herein) the Confidential Information of Branch and will use at least the same degree of care, discretion, and diligence in protecting the Confidential Information as it uses with respect to its own confidential information, but in no case less than reasonable care. End Customer will limit access to Confidential Information to its affiliates, employees, and authorized representatives with a need to know and will instruct them to keep such information confidential.

**5.3 Compelled Disclosure.** Branch or Customer may disclose Confidential Information: (i) to the extent necessary to comply with any law, rule, regulation, or ruling applicable to it, and (ii) as required to respond to any summons or subpoena or in connection with any litigation, arbitration, or other legal proceeding.

**5.4 Return or Destruction.** Upon request of the disclosing party, End Customer will return or destroy all Confidential Information of the disclosing party that is in its possession, provided that End Customer may retain information for regulatory purposes or in back-up files so long as End Customer's confidentiality obligations continue to apply to such retained information.

**5.5 Benchmarking Restriction.** End Customer shall not publish or disclose results of testing or benchmarking of the Branch Services without Branch's prior written consent.

## **6. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY**

**6.1 End Customer Warranties.** End Customer represents and warrants that: (i) End Customer Digital Properties and any materials provided by End Customer do not infringe the intellectual property rights or privacy rights of any third party; (ii) it will obtain consent from its end users with regard to cookies and/or targeting and online behavioral advertising to the extent required by applicable law; and (iii) it has all permissions, authority, licenses, and consents required to enable the Branch Services to collect, process, and store Customer Data for the purpose of providing the Branch Services in accordance with the terms of this Agreement and as required by applicable law.

**6.2 Pass-Through Warranty.** Branch warrants that the Branch Services, as updated by Branch and used in accordance with the Documentation, will perform substantially in accordance with the Documentation under normal use and circumstances. Branch is not responsible for any claimed breach of warranty caused by: (i) modifications made to the Branch Services by anyone other than Branch; (ii) the combination, operation, or use of the Branch Services with any items not provided by Branch; (iii) Branch's adherence to End Customer's specifications or instructions; or (iv) End Customer deviating from the operating procedures described in the Documentation. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE BRANCH SERVICES AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. End Customer's sole remedy for breach of the foregoing warranty is as set forth in Provider's agreement with Branch, to the extent such remedy is available to be passed through to End Customer.

**6.3 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.2, THE BRANCH SERVICES AND THE DOCUMENTATION ARE PROVIDED "AS IS," WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, BRANCH EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THE LIMITATIONS SET FORTH ABOVE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**6.4 EXCLUSION OF CONSEQUENTIAL DAMAGES.** NEITHER BRANCH, PROVIDER, NOR THEIR RESPECTIVE SUPPLIERS AND LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, GOODWILL, USE, LOSS OF DATA OR DATA THAT IS INCOMPLETE, MISSING, OR INCORRECT, OR OTHER INTANGIBLE LOSSES (EVEN IF BRANCH OR PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THIS AGREEMENT OR THE BRANCH SERVICES.

**6.5 LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BRANCH'S AND PROVIDER'S TOTAL AGGREGATE LIABILITY TO END CUSTOMER FOR ANY AND ALL DAMAGES, CLAIMS, OBLIGATIONS, LOSSES, OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE BRANCH SERVICES, INCLUDING BUT NOT LIMITED TO ANY AMOUNTS PAID FOR THE DEFENSE OR SETTLEMENT OF ANY INDEMNIFIED CLAIMS, WILL NOT EXCEED THE FEES PAID BY END CUSTOMER FOR THE BRANCH SERVICES FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE ACTION OR EVENT GIVING RISE TO END CUSTOMER'S CLAIM. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE THE LIABILITY OR REMEDY OF EITHER PARTY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

**6.6 Beta and Free Services.** If End Customer uses any Beta/Free Services, such services are for evaluation purposes only and not for production use. NEITHER BRANCH NOR PROVIDER WILL HAVE ANY LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF, OR IN CONNECTION WITH, END CUSTOMER'S USE OF BETA/FREE SERVICES. THE BETA/FREE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND ARE EXCLUSIVE OF ANY INDEMNITY OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

## **7. INDEMNIFICATION**

**7.1 End Customer Indemnification.** End Customer will defend, indemnify, and hold harmless Provider, Branch, and their respective affiliates, directors, officers, agents, employees, representatives, and assigns (collectively, "Indemnified Parties") against any claim, demand, suit, or action brought by a third party:

- (a) arising from End Customer's use of the Branch Services in an unlawful manner or in violation of this Agreement;
- (b) alleging that any of End Customer Digital Properties, or the combination of End Customer Digital Properties used with the Branch Services, infringes or misappropriates such third party's intellectual property rights; or
- (c) arising from End Customer's instructions to share Shared Data with a Partner (each, a "Claim").

End Customer will indemnify Indemnified Parties from any costs, damages, and expenses (including reasonable attorneys' fees) finally awarded against Indemnified Parties as a result of, or for any amounts paid by Indemnified Parties under a settlement approved by End Customer in writing of, a Claim. The above defense and indemnification obligations do not apply if a Claim arises from Branch's or Provider's breach of this Agreement.

**7.2 Indemnification Procedure.** The obligations of End Customer to provide indemnification under this Agreement will be contingent upon: (a) the Indemnified Party promptly giving End Customer written notice of any claim for which indemnification is sought (provided that the Indemnified Party's failure to notify End Customer will not diminish End Customer's obligations except to the extent that End Customer is materially prejudiced as a result of such failure); (b) End Customer having sole control of the defense and settlement of any and all claims for which indemnification is sought, provided that no settlement may be entered into without the consent of the Indemnified Party if such settlement would require any action on the part of the Indemnified Party (including payment of fees or admission of guilt) other than to cease using any allegedly infringing or illegal content or services; and (c) the Indemnified Party giving End Customer all reasonably requested assistance at End Customer's expense. Subject to the foregoing, an Indemnified Party will have the option to participate in any matter or litigation through counsel of its own selection solely at its own expense.

**7.3 Flow-Through of Branch Indemnity.** To the extent Provider receives the benefit of any indemnification from Branch relating to claims that the Branch Services infringe third-party intellectual property rights, Provider will use commercially reasonable efforts to pass through such benefit to End Customer, subject to End Customer's compliance with the indemnification procedures and exclusions set forth in Provider's agreement with Branch.

## **8. TERMINATION RIGHTS AND EFFECTS**

**8.1 Term.** The subscription term for the Branch Services shall be as specified in the applicable Order Form.

**8.2 Termination for Cause.** Either party may terminate this Agreement for cause: (i) upon five (5) days' written notice to the other party of a material breach if such breach remains uncured within thirty (30) days after written notice of such material breach; 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.

**8.3 Suspension.** Provider (or Branch, through Provider) will be entitled to suspend any or all Branch Services upon ten (10) days' written notice to End Customer in the event End Customer is in breach of this Agreement. Provider or Branch may suspend End Customer's access and use of the Branch Services immediately, with notice to End Customer following promptly thereafter, if, and so long as, in Provider's or Branch's sole judgment, there is a security or legal risk created by End Customer that may interfere with the proper continued provision of the Branch Services or the operation of Branch's network or systems.

**8.4 Effect of Termination.** Upon termination of this Agreement:

(a) Any outstanding balance through the date of termination and other unpaid payment obligations will be immediately due and payable in full.

(b) The following provisions will survive termination and continue in full force and effect: Section 2 (Intellectual Property Ownership and License Grants), Section 4.3 (Privacy Policy), Section 4.5 (Data Retention), Section 5 (Confidentiality), Section 6 (Warranties, Disclaimers, and Limitation of Liability), Section 7 (Indemnification), this Section 8.4, and Section 10 (Governing Law and Dispute Resolution).

(c) Branch has no obligation to retain Customer Data beyond ninety (90) days after the expiration or termination of End Customer's subscription to the Branch Services.

## **9. EXPORT CONTROLS AND COMPLIANCE OBLIGATIONS**

**9.1 Export Compliance.** The Branch Services and any derivatives thereof may be subject to export control and economic sanctions laws and regulations of the United States and other jurisdictions. End Customer represents that it is not named on any U.S. Government Consolidated Screening denied-party list, which may be searched at: <https://www.trade.gov/consolidated-screening-list>.

**9.2 Prohibited Access.** End Customer shall not permit any entity or individual to access or use any of the Branch Services who is: (i) listed on the Consolidated Screening List; (ii) located in a U.S.

government-embargoed country (currently Cuba, Iran, North Korea, and Crimea); or (iii) known to be engaged in proliferation of nuclear, chemical, or biological weapons or missiles, or otherwise in violation of any U.S. export law or regulation.

**9.3 Geographic Restrictions.** In addition to the data localization restrictions in Section 3.6, the Branch Services will not be deployed by End Customer to entities and/or persons in violation of Section 9.2.

**9.4 Compliance with Laws.** End Customer agrees to use the Branch Services consistent with all applicable laws and regulations.

**9.5 Anticorruption.** End Customer represents and warrants that it will comply with all applicable anti-bribery and anticorruption laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010. End Customer will not, directly or indirectly, offer, pay, promise, or authorize the payment of anything of value to any government official, political party, or any other person for the purpose of influencing any official act, securing an improper advantage, or inducing such person to use their influence to affect any government act or decision in connection with this Agreement or End Customer's use of the Branch Services.

## **10. GOVERNING LAW AND DISPUTE RESOLUTION**

**10.1 Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed under the laws of the Dubai International Financial Centre (DIFC), without regard to its conflict of law provisions. The parties expressly disclaim and exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

**10.2 Jurisdiction and Venue.** End Customer consents that Any dispute arising out of or in connection with this Agreement shall be finally resolved by arbitration seated in the DIFC, in accordance with the DIFC-LCIA Arbitration Rules.

**10.3 Relationship of the Parties.** The parties are independent contractors. No agency, partnership, joint venture, fiduciary, or employment relationship is created as a result of this Agreement.



**10.4 Assignment.** End Customer may not assign its rights or obligations under this Agreement without obtaining Provider's prior written consent, provided however that End Customer may assign, transfer, or novate its rights and obligations to an affiliate or a successor in connection with a merger, acquisition, or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. Any assignment in contravention of this Section is void.

**10.5 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**10.6 Force Majeure.** Neither Provider nor Branch will be responsible for any delay or failure in performance of any part of this Agreement to the extent that the delay or failure of performance: (1) is caused by an event or circumstance beyond its reasonable control; and (2) could not have been avoided or corrected through the exercise of reasonable diligence (a "Force Majeure Event"). If performance is delayed or otherwise affected by any Force Majeure Event for more than thirty (30) days, then End Customer may terminate the affected Order Form or Services upon written notice to Provider and receive a pro-rated refund of any prepaid and unearned fees measured from the date of the Force Majeure Event notice, as End Customer's sole and exclusive remedy.

**10.7 No Third-Party Beneficiaries.** Except as expressly provided with respect to indemnification, this Agreement is not intended to, and will not be construed to, give any third party any interest or rights with respect to any agreement or provision contained herein.

**10.8 Entire Agreement.** This Agreement, together with any exhibits or attachments and any applicable Order Forms, contains the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements on the same subject matter.

## **11. Definitions.**

"Branch" means Branch Metrics, Inc.

"End Customer" means the entity entering into an Order Form with Provider to receive access to the Branch Services.

“Order Form” means the document, online order, or statement of work executed by End Customer and Provider that describes the Branch Services ordered, the applicable fees, subscription term, and any other order-specific terms, and that incorporates by reference the terms of this Agreement.

“Personal Data” has the meaning set forth in the DPA.

“Provider” means the entity authorized by Branch to resell the Branch Services and that has entered into this Agreement and the applicable Order Form with End Customer.

“Third-Party Content” means any opinions, advice, statements, services, offers, or other information that constitute part of the content expressed, authored, or made available by publicly available sources, other users, or other third parties on or through the Branch Services, or which is accessible through or may be located using the Branch Services.<sup>1</sup>

“Usage Data” means data derived from operation of the Branch Services that has been aggregated or de-identified so that the data is not identified with End Customer or its Authorized Users.