



NINTEX WORKFLOW ENTERPRISE-WIDE SUBSCRIPTION AGREEMENT

This Nintex Workflow Enterprise-Wide Subscription Agreement (“Agreement”) is between Nintex and the customer that has purchased an Enterprise-Wide Subscription to the Nintex Workflow Service (“Customer”). “Nintex” means the Nintex affiliate designated on the applicable Order Form (as defined below). If you are an individual using the Nintex Workflow Service on behalf of a corporation, partnership, or other entity, then that entity will be the Customer, and you represent and warrant that you are authorized to enter into this Agreement on behalf of such entity and bind such entity to the terms and conditions of this Agreement. Each of Nintex and Customer is a “Party” and together they are the “Parties.”

This Agreement applies only to the Nintex Workflow Service and does not grant Customer rights to any other Nintex software or services, which are made available under separate agreements. This Agreement includes any and all attachments and referenced policies, including without limitation the Nintex Workflow Service Support Policy and Order Form entered into between the Parties.

Customers are responsible for maintaining active licenses and complying with all applicable agreements for all Connected Services if deploying the Workflow Service by way of the Nintex Workflow Cloud™. Customers deploying Nintex Workflow and/or Forms by way of Microsoft Office 365 shall maintain an active Microsoft Office 365 subscription containing SharePoint Online with support for the Workflow Manager.

From time to time, Nintex may modify this Agreement. Unless otherwise specified by Nintex, changes become effective for existing subscription Customers upon renewal of the then-current Subscription Term. Customer may be required to click to accept the modified Agreement before using the Nintex Workflow Service in a renewal Subscription Term, and in any event, continued use of the Nintex Workflow Service during the renewal Subscription Term will constitute Customer’s acceptance of the version of the Agreement in effect at the time the renewal Subscription Term begins.

IMPORTANT: IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS, CUSTOMER MAY NOT ACCESS OR USE THE NINTEX WORKFLOW SERVICE. BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING ANY PORTION OF THE NINTEX WORKFLOW SERVICE, CUSTOMER IS ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. Workflow Service Subscription

1.1 Provision of Workflow Service. The Workflow Service is provided by Nintex on a subscription basis for a set term designated herein or in the applicable Order Form (each, a “Subscription Term”). The Workflow Service may be delivered to Customer as software to be installed on Customer’s designated on-premises server, for integration with Customer’s Office 365 platform (in which case Customer shall maintain an active Microsoft Office 365 subscription containing SharePoint Online with support for the Workflow Manager), and/or as an online service, as designated in the applicable Order Form.

1.2 Trial Access. If Nintex has made available to Customer free, trial, or evaluation access to the Workflow Service (“**Trial Access**”), such access is limited to evaluating the Workflow Service to determine whether to purchase a subscription from Nintex. Customer may not use Trial Access for any other purposes, including but not limited to competitive

analysis, commercial, professional, or for-profit purposes. Nintex has the right to terminate Trial Access at any time. Unless Customer purchases a subscription for Workflow Service, upon any such termination or expiration Customer’s Trial Access will cease. If Customer purchases a subscription to Workflow Service, all of the terms and conditions in this Agreement will apply to such purchase and the use of Workflow Service. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NINTEX WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS WITH RESPECT TO TRIAL ACCESS.**

1.3 License to Use Workflow Service. Nintex owns all rights, title and interest in and to the Workflow Service. Nintex hereby grants Customer a non-exclusive, non-transferable, right to access and use the Workflow Service, solely for its own internal business purposes during the Subscription Term, subject to the terms and conditions of this Agreement and any restrictions and limitations designated in the applicable Order Form. Subject to the limited rights expressly granted hereunder, Nintex reserves all rights, title, and

interest in and to the Workflow Service, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

1.4 Restrictions. Customer must not (a) modify, copy or create any derivative works based on the Workflow Service; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a Workflow Service bureau, or otherwise make the Workflow Service available to any third party; (c) frame or mirror any content forming part of the Workflow Service, other than on Customer's own intranet for Customer internal business purposes as permitted in this Agreement; (d) use the Workflow Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (e) use the Workflow Service to store or transmit Harmful Code, (f) interfere with or disrupt the integrity or performance of the Workflow Service, (g) attempt to gain unauthorized access to the Workflow Service or its related systems or networks, (h) permit direct or indirect access to or use of the Workflow Service in a way that circumvents a contractual usage limit, (i) reverse engineer or decompile any portion of the Workflow Service, including but not limited to, any software utilized by Nintex in the provision of the Workflow Service, except to the extent required by applicable law; (j) access the Workflow Service in order to build any commercially available product or Workflow Service or otherwise commercially exploit the Workflow Service; or (k) copy any features, functions, integrations, interfaces, or graphics of the Workflow Service. Customer's use of the Workflow Service is subject to the Nintex Workflow Service Use Policy.

1.5 Support. During the Term, Nintex will provide Support in accordance with the Support Documentation or a separate agreement between the Parties. Support is subject to the terms of this Agreement, the Order Form, and the support terms set forth in the Nintex Support Policy – Workflow Service Subscription.

2. USE OF WORKFLOW SERVICE

2.1 Employee Plan. The Workflow Service is provided to Customer according to the Employee Plan and any other limitations set forth in the Order Form. Customer shall limit use of and access to the Workflow Service to its Employees. Customer may increase the Employee Plan at any time during the term of the Agreement. If Customer's usage is in excess of the Employee Plan, Nintex will, at its sole discretion and only after providing reasonable prior notice and working with the Customer in good faith to bring usage within the Employee Plan, and in any case not sooner than sixty (60) days after Customer is notified of the excess usage: (a) suspend Customer's access to the Service to the extent reasonably necessary, or (b)

request Customer execute an Order Form for additional Employees.

2.2 Customer Responsibilities and Customer Content. Customer will use the Service solely for its internal business purposes and not for the benefit of any third parties. Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, appropriateness, and legality of any Customer data or other business information ("Customer Content") used in the Workflow Service, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Workflow Service, and notify Nintex promptly of any such unauthorized access or use, and (d) use the Workflow Service only in accordance with the terms of this Agreement and applicable laws and government regulations. Customer grants Nintex a worldwide, non-exclusive, royalty-free right and license to host, transfer, display, perform, reproduce, modify, and distribute Customer Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed) but only for the sole purpose of providing the Workflow Service to Customer and addressing any service or technical problems.

2.3 Nintex Responsibilities. Nintex shall implement commercially reasonable technical and organizational measures to secure availability, confidentiality and integrity with respect to the Workflow Service and other Customer Content and information. However, unless explicitly otherwise agreed in writing between Parties, the Workflow Service is provided on an "as is" and "as available" basis. The Workflow Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Nintex is not responsible for any delays, delivery failures, or other damage resulting from such problems. Nintex shall retain the right to collect usage telemetry and other statistics from the Workflow Service to be used to monitor compliance with applicable usage limits, and for diagnostic, operational, performance, and product improvement purposes.

2.4 Retention of Certain Content and Applications. During the Subscription Term, Nintex shall retain any electronic content submitted by or for Customer to the Nintex App Studio service for use in building mobile workflow applications (collectively, the "Submitted Content"). Nintex is not responsible or liable for the deletion, correction, destruction, damage, or loss of any Submitted Content. Upon termination of the Subscription Term, Nintex reserves the right to delete any Submitted Content.

3. FEES AND PAYMENT

3.1 Fees. Customer must pay all fees specified in all Order Forms. Except as otherwise stated in an Order Form, all fees are quoted and payable in U.S. dollars and are based on Workflow Service rights acquired and not actual usage. Except as otherwise

stated in an Order Form or as provided herein, payments must be made on an annual basis in advance.

3.2 Non-cancelable and non-refundable. All payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable. The license rights for the usage quantities set forth on any respective Order Form cannot be decreased during the Initial Term.

3.3 Invoicing and Payment. Fees for the Workflow Service will be invoiced in accordance with the relevant Order Form. The first year's Subscription Fees, as specified in each Order Form, are due and payable upon Customer's execution of such Order Form. All other fees due hereunder (except fees subject to good faith dispute) will be due and payable within thirty (30) days of invoice date. Customer will provide Nintex with complete and accurate billing and contact information.

3.4 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Nintex's discretion, late charges at the rate of 0.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

3.5 Non-Payment and Suspension of Service. If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Nintex reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full.

3.6 Taxes. Except as otherwise stated in an Order Form, Nintex's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use, or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its acquisitions hereunder, this Agreement, and the Service, excluding U.S. income taxes on Nintex. If Customer has an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), Customer will gross up the payments so that Nintex receives the amount actually quoted and invoiced. If Nintex has a legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Nintex with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. CONFIDENTIALITY

4.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, in connection with this Service, that is designated as confidential or that reasonably should be understood by the Receiving Party to be confidential given the nature of the information and the circumstances of disclosure. Nintex Confidential Information includes the Workflow Service and Documentation. Confidential Information of each party includes code, business and marketing plans, financial information, technology and technical information, inventions, know-how, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2 Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

4.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

4.4. No Intellectual Property Rights. THE RECEIVING PARTY ACQUIRES NO INTELLECTUAL PROPERTY RIGHTS FROM THE DISCLOSING PARTY UNDER THIS AGREEMENT, except for the

restricted right to use disclosing Party's Confidential Information for the express, limited purposes described above.

5. LIMITATION OF LIABILITY.

5.1 NINTEX PROVIDES THE WORKFLOW SERVICE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NINTEX MAKE NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT, SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

5.2 IN NO EVENT SHALL NINTEX'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AND/OR THIS AGREEMENT AND/OR ANY OTHER AGREEMENT BETWEEN THE CUSTOMER AND NINTEX EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO NINTEX TO USE THE WORKFLOW SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CLAIM. IN NO EVENT SHALL NINTEX BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OR COSTS OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, GOODWILL, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE WORKFLOW SERVICE AND/OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS.

6. MUTUAL INDEMNIFICATION

6.1 Indemnification by Nintex. Nintex will defend, indemnify and hold Customer harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the Workflow Service as contemplated hereunder infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; provided, however, that Customer: (a) promptly gives written notice of the Claim to Nintex; (b) gives Nintex sole control of the defense and settlement of the Claim (provided that Nintex may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Nintex, at Nintex's cost, all reasonable assistance. Nintex will not be required to indemnify Customer in the event of: (w) modification of the Workflow Service by Customer, or Users in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Workflow Service in a manner inconsistent with the Documentation; (y) use of the Workflow Service in combination with any other product or Workflow Service not provided by Nintex; or (z) use of the Workflow Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Workflow Service or Nintex reasonably believe it will be enjoined, Nintex will have the right, at its sole option, to obtain for Customer the right to continue use of the Workflow Service or to replace or modify the Workflow Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Nintex, then use of the Workflow Service may be terminated at the option of Nintex and Nintex's sole liability will be to refund any prepaid, but unused, Subscription Fees paid by Customer for such Workflow Service.

6.2 Indemnification by Customer. Customer will defend, indemnify, and hold Nintex harmless from any Claims made or brought by a third party: (i) based upon breach of this Agreement by Customer, its employees and Users resulting in the unauthorized disclosure of Confidential Information; (ii) alleging that the Customer data or business information infringes the rights of, or has caused harm to a third party; or (iii) in connection with a claim arising from use of the Workflow Service in breach of this Agreement by Customer or Users; provided, however, that Nintex: (a) promptly gives written notice of the Claim to Customer; (b) give Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases Nintex of all liability); and (c) provides to Customer, at Customer cost, all reasonable assistance.

7. NINTEX AUDIT RIGHTS

Upon written request, but not more frequently than once in any three month period, Customer shall furnish to Nintex a signed certification certifying the number of Employees and that Customer is using the Workflow Service pursuant to the terms of this Agreement and the applicable Order Form. With reasonable prior notice of at least ten (10) days, Nintex may audit Customer's use of the Workflow Services. All such audits shall be conducted during regular business hours and no more frequently than twice in any twelve (12) month period and in a manner that does not unreasonably interfere with Customer's business operations. Customer shall make available all such books, records, equipment, information and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Nintex with respect to such audit. Customer shall be responsible for such audit costs and any additional fees only in the event the audit reveals that Customer's use of the Workflow Services exceeded the Employee Plan or any other limitations set forth in the applicable Order Form.

8. TERM AND TERMINATION

8.1 Term. This Agreement will commence on the Effective Date and continue for a period of twelve (12) months (the "Initial Subscription Term"), and will automatically renew at the end of the Initial Subscription Term (or any renewal term) for a period of one year (each, a "Renewal Subscription Term" and, together with the Initial Subscription Term, the "Subscription Term") unless either party provides written notice to the other of non-renewal at least ninety (90) days before the end of the Initial Subscription Term or any renewal term. Any such renewal will be at the list price in effect at the time of such renewal.

8.2 Termination. Either party may terminate this Agreement: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event 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 Effect of Termination. Upon any termination of this Agreement, Customer must, as of the date of such termination, immediately cease accessing or otherwise utilizing the Workflow Service and Nintex Confidential Information. Termination for any reason will not relieve Customer of the obligation to pay any fees accrued or due and payable to Nintex prior to the effective date of termination. Upon termination for cause by Nintex, all future amounts due under all Order Forms will be accelerated and become due and payable immediately.

9. GENERAL PROVISIONS

9.1 Export Compliance. The Workflow Service and other technology Nintex makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use any Workflow Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan, or Syria) or in violation of any U.S. export law or regulation.

9.2 Entire Agreement. This Agreement and the Order Form(s) constitute the entire agreement between Customer and Nintex regarding the Workflow Service and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. No provision of any purchase order or other business form employed by Customer, including any electronic invoicing portals and vendor registration processes, will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

9.3 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld). Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

9.4 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

9.5 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

9.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

9.7 Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire,

civil unrest, acts of terror, strikes or other labor problems (other than those involving Nintex or Customer employees, respectively), computer attacks or Harmful acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

9.8 Choice of Law and Jurisdiction. Excluding conflict of laws rules, this Agreement shall be governed by and construed under (a) the laws of the State of Washington, U.S. if Customer is located in North or South America, (b) the laws of the state of Victoria, Australia if Customer is located in Asia or Australia, or (c) the laws of England and Wales if Customer is located outside of North or South America, Asia and Australia. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of (i) Seattle, Washington when the laws of Washington apply, (ii) Melbourne when the laws of the State of Victoria, Australia apply, or (iii) London when the laws of England and Wales apply. Nothing in this section shall restrict Nintex's right to bring an action (including for example a motion for injunctive relief) against Customer in the jurisdiction where Customer's place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

10. DEFINITIONS

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

"Connected Service" means any cloud service or external application that is called by a Customer's Workflow using a Nintex Connector.

"Customer" means the entity listed in the Order Form, and unless specifically set forth in the Order Form, shall not include any: (i) Affiliate of the Customer; (ii) business unit, department, branch office, or other operations, including any acquired by or otherwise combined with Customer; or (iii) entity which acquires or combines with Customer, by way of merger, business combination, operation of law, or other transaction.

"Customer Content" means the business information or other data used by Customer in connection with the Workflow Service.

"Documentation" means Nintex's online user guides, documentation, help and training materials, and the Workflow Service Use Policy, as updated from time to time, accessible via <https://community.nintex.com>, <https://nintex.com/company/legal>, or login to the applicable Workflow Service.

"Employee" means, solely for the purposes of this Agreement, any employee of the Customer, including part-time and seasonal employees, and individual independent contractors employed by the Customer.

"Employee Plan" means the number of Employees licensed for access to the Workflow Service, as set forth in the Order Form.

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

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Order Form" means the Nintex Order Form for the Workflow Service executed by Customer.

"Subscription Term" means the set term designated herein or in the applicable Order Form.

"Support" means the support, assurance, new releases and related maintenance services for the Workflow Service described in the Support Documentation and includes the Support Documentation and all other associated Material provided by Nintex in relation to that support. "Material" means material in any form, including online, including documents, reports, products, information, data, source code, and methodologies.

"Support Documentation" means any documentation provided by Nintex that is incorporated in or associated with Support.

"Workflow Service" means the Nintex Workflow Service, support and related products ordered by Customer pursuant to the Order Form(s) and made available by Nintex subject to this Agreement.

"Users" means the Employees who are authorized by Customer to have access to the Workflow Service.