

# Fusion Online Terms of Service

20 August 2024

This Fusion Online Terms of Service agreement (“**Agreement**”) contains the terms and conditions that govern your access to and use of the Services (defined below) and forms a valid, binding contract between ProChain Solutions, Inc. (“**ProChain**”) and you or the entity you represent (“**you**”). This Agreement takes effect when you first log in to Fusion Online (the “**Effective Date**”). You represent to ProChain that you are lawfully able to enter into contracts. If you are entering into this Agreement for an entity, such as the company you work for, you represent to ProChain that you have legal authority to bind that entity.

BY ACCEPTING THIS LICENSE YOU HEREBY AFFIRM AND AGREE THAT THIS AGREEMENT, INCLUDING THE DOCUMENTS EXPRESSLY INCORPORATED HEREIN, SETS FORTH THE SOLE AND ONLY TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE PROCHAIN SERVICES. NO PURCHASE ORDER, AGREEMENT, FORM OR OTHER DOCUMENT OF ANY KIND ISSUED BY YOU SHALL IN ANY WAY BE DEEMED BINDING UPON PROCHAIN OR APPLY TO ANY TRANSACTION BETWEEN YOU AND PROCHAIN OR THE PROCHAIN SERVICES, UNLESS OTHERWISE EXPLICITLY AGREED IN A SEPARATE WRITING MUTUALLY EXECUTED BY YOU AND PROCHAIN. ANY ADDITIONAL TERMS, CONDITIONS, OR PROVISIONS SET FORTH IN ANY PURCHASE ORDER OR OTHER DOCUMENT(S) NOT DULY EXECUTED BY PROCHAIN ARE HEREBY EXPRESSLY REJECTED BY PROCHAIN. YOU ACKNOWLEDGE THAT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HAVE NO RIGHT TO ACCESS THE SERVICES UNDER ANY TERMS OR PURSUANT TO ANY PURPOSE OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.

## 1. Use of the Services

ProChain grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Services solely in accordance with this Agreement during the Term. ProChain grants to you this license only for a limited number of individuals to interact with the Services (“**User Logins**”). The number of authorized User Logins will be indicated explicitly in writing by ProChain or an authorized distributor of ProChain on its invoice for the Services (“**Invoice**”). You may add to the account individual User Logins associated with valid e-mail addresses, up to the number of authorized User Logins you are permitted under the Invoice. You may only create one User Login account per valid email address. Notwithstanding the foregoing, your license to use the Services may be further restricted according to the Invoice, for example with a maximum number of permitted projects or endpoints or Team Member versus Teammate logins (each as identified in the Invoice and/or other documentation provided by ProChain for the Services).

You shall not directly or indirectly (a) use the Services to create any service, software or documentation that performs substantially the same functionality as the Services, (b) disassemble, decompile, reverse-engineer or use any other means to attempt to discover any source code, algorithms or trade secrets underlying the Services or any of its components, (c) encumber, sublicense, transfer, distribute, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party, (d) adapt, combine, create derivative works of or otherwise modify the Services, (e) disable, circumvent, or otherwise avoid or undermine any security device, mechanism, protocol, or procedure implemented in the Services, (f) use or access the Services for any unlawful, fraudulent, deceptive, malicious, or otherwise harmful or injurious purpose, (g) remove, obscure, deface, or alter any proprietary rights notices on any element of the Services or accompanying documentation, (h) use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any third party’s authorized use of the Services, or (i) engage in any “data mining,” “deep-link,” “page-scrape,” or use “bots,” “spiders,” or similar data gathering and extraction tools or methods in connection with the Services.

You may terminate your account and this Agreement at any time in accordance with Section 6.

If you access the Services on behalf of any organization or legal entity, and your organization has not entered into a separate enterprise-level agreement with ProChain governing such access, then your organization shall be bound to this Agreement and be liable for any breach by you. In such event, you represent that you have all rights, power, and authority to agree to this Agreement on behalf of your organization.

The Services are not intended for use or access by any individual under thirteen (13) years of age, and ProChain does not knowingly, willingly, or intentionally collect personal information from such individuals in any medium for any purpose.

## 2. Changes to the Services

ProChain changes or removes features or functionality of the Services from time to time. ProChain may change, deprecate, or discontinue the Services. ProChain will notify you of any material change to or discontinuation of the Services. ProChain will offer a pro-rated refund for fees paid in advance for any Services discontinued by ProChain unless such Services are terminated for your material breach of this Agreement.

ProChain may change, discontinue or deprecate any APIs for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities).

### 3. Security and Data Privacy

**3.1 Security.** Without limiting Section 10 or your obligations under Section 4.2, we will implement reasonable and appropriate measures designed to help you secure Your Data against accidental or unlawful loss, access or disclosure.

**3.2 Data Privacy.** We will not access or use Your Data except as necessary to maintain or provide the Services, or as necessary to comply with the law or a binding order of a governmental body. We will not disclose Your Data to any government or third party, except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2. We will only use your Account Information in accordance with the [Privacy Policy](#). The Privacy Policy does not apply to Your Data. To the extent you make available any Personal Information (as defined in the Data Protection Addendum) to us, we will process such data in accordance with the Data Protection Addendum and this Agreement.

### 4. Your Responsibilities

**4.1 Your Accounts.** Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account. By submitting the requested information to the Services during the account and/or User Login registration process, you represent and warrant that the information you submit for such registration is complete, true, accurate, and current in all respects. You will contact ProChain immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen.

**4.2 Responsibility for Your Data.** You are solely responsible for the development, Content, operation, and use of Your Data, including compliance of Your Data with applicable laws and regulations; any claims relating to Your Data; properly handling and processing notices sent to you or any of your affiliates by any person claiming that Your Data violates such person's rights; and the technical operation of Your Data, including ensuring that calls you make to the Services are compatible with current APIs for that Service.

**4.3 Services.** Services and their associated log-in credentials are for your internal use only and you may not sell, transfer or sublicense them to any other entity or person, except that you may provide User Logins to your agents and subcontractors performing work on your behalf ("**End Users**"), provided that any such End User has obligations to you that prohibit any disclosure and/or use of ProChain Confidential Information. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Data or use of the Services. You are responsible for End Users' use of Your Data and the Services. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement, and you will in any event be fully responsible and liable for any such End User's breach of said obligations and terms. If you become aware of any violation of your obligations under this Agreement by an End User, you will immediately inform ProChain of the details of the violation and work with ProChain to terminate such End User's access to Your Data and the Services.

**4.3 Backup.** ProChain maintains periodic backups of Your Data and may attempt data recovery for you if it is commercially reasonable to do so. However, you are responsible for taking your own steps to maintain appropriate security, protection and backup of Your Data, which may include routine archiving of Your Data. ProChain makes no warranty or guarantee whatsoever with respect to the availability, timeliness, completeness, or performance of any such data recovery.

### 5. Payment

**5.1. Service Fees.** ProChain will calculate and bill fees in advance on a yearly basis. You will pay ProChain the applicable fees and charges for use of the Services. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. ProChain may increase or add new fees and charges for any existing Services by giving you at least 30 days' advance notice. ProChain may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. You agree to reimburse ProChain for its reasonable costs and expenses (including without limitation third-party collections fees) incurred in connection with the collection of past due fees.

**5.2 Taxes.** In connection with your purchase and/or use of the Service you may be subject to taxes, including, without limitation, sales and use taxes, by any authority which has jurisdiction to impose such taxes. You agree that the obligation and payment of any such taxes shall be your sole and absolute responsibility, and you agree to indemnify ProChain pursuant to Section 8.1(a) to the extent that ProChain incurs any obligations or other liabilities in connection with such taxes.

### 6. Term and Termination

**6.1. Term.** The term of this Agreement will commence on the Effective Date and will remain in effect until (a) terminated by you or ProChain in accordance with Section 6.2, or (b) until the expiration of the license period set forth in the Invoice, if applicable.

#### 6.2 Termination.

- (a) Termination for Convenience. You may terminate this Agreement for any reason by providing ProChain notice of such termination. ProChain may terminate this Agreement for any reason by providing you 30 days advance notice of termination.
- (b) Termination for Cause.

- (i) Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period.
- (ii) ProChain may also terminate this Agreement immediately upon notice to you (a) for cause, if you are delinquent for 30 or more days in the payment of applicable fees or for unauthorized disclosure of ProChain Confidential Information; (b) if it believes providing the Services could create a substantial economic, technical or security risk for ProChain; (c) in order to comply with applicable laws or regulations or requests of governmental entities; or (d) if the provision of any of the Services has become impractical for any legal or regulatory reason.

### **6.3. Effect of Termination.**

Upon any termination of this Agreement, all your rights under this Agreement immediately terminate; you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; and Sections 4.1, 5, 6.3, 7.2, 7.3, 7.4, 8, 9, 10, 12, 13, and 14 will continue to apply in accordance with their terms. Any additional post-termination assistance from ProChain shall be set forth in a separate written mutual agreement by you and ProChain. If commercially reasonable, ProChain shall maintain Your Data for at least 60 days after termination in backup form unless you request deletion of Your Data in writing, in which case ProChain shall delete Your Data within 7 days of receipt of such notice or upon termination of this Agreement, whichever is later. Following such period (if applicable), ProChain shall have no obligation to store or maintain Your Data, and no responsibility or liability for the loss, damage, or deletion thereof.

**6.4 Suspension.** Separate from and in addition to the foregoing rights of termination, you acknowledge that ProChain reserves the right, in its sole discretion, to terminate or suspend your or any individual User Logins or End User's access to the Services or any feature or portion thereof at any time, without notice to you, if ProChain reasonably determines or suspects that you, the User Login, and/or the End User (each as applicable) are in violation of this Agreement.

## **7. Proprietary Rights**

**7.1 Your Data.** As between you and ProChain, you or your licensors own all right, title, and interest in and to Your Data. Except as provided in this Agreement, ProChain obtains no rights under this Agreement from you or your licensors to Your Data, including any related intellectual property rights. You hereby grant to ProChain the non-exclusive, royalty-free right and license to receive, store, process, use, and access Your Data as reasonably required for the performance of applicable Services. Such right shall be sublicensable by ProChain to its third-party contractors in connection with such permitted purpose. You consent to ProChain's use of Your Data to provide the Services to you and any End Users. You acknowledge that ProChain may disclose Your Data to comply with any request of a governmental or regulatory body (including subpoenas or court orders).

**7.2 Adequate Rights.** You represent and warrant to ProChain that: (a) you or your licensors own all right, title, and interest in and to Your Data; and (b) you have all rights in Your Data necessary to grant the rights contemplated by this Agreement, including without limitation any permissions, consents, licenses, or authorizations required to be collected under applicable laws and regulations governing information security, data privacy, and/or consumer protection.

**7.3 Reservation of Rights.** As between you and ProChain, ProChain or its affiliates or licensors own and reserve all right, title, and interest in and to the Services. Except as expressly provided in this Agreement, you obtain no rights under this Agreement from ProChain or ProChain's licensors to the Services, including any related intellectual property rights.

**7.4 Other Restrictions.** All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. **During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against ProChain or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Services you have used.**

## **8. Indemnification.**

**8.1. General.** You will defend, indemnify, and hold harmless ProChain, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the Services; (b) breach of this Agreement or violation of applicable law by you or any End User; (c) Your Data or the combination of Your Data with other applications, Content or processes, including any claim involving alleged infringement, violation, or misappropriation of third-party rights by Your Data; or (d) a dispute between you and any End User. If ProChain or its affiliates are obligated to respond to a compulsory legal order or process described above, you will also reimburse ProChain for reasonable attorneys' fees.

**8.2. Process.** ProChain will promptly notify you of any claim subject to Section 8.1, but ProChain's failure to promptly notify you will only affect your obligations under Section 8.1 to the extent that ProChain's failure materially prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to ProChain's written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain ProChain's prior written consent before entering into any settlement. ProChain may also assume control of the defense and settlement of the claim at any time.

## **9. Disclaimers.**

THE SERVICES ARE PROVIDED "AS IS." PROCHAIN AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE

REGARDING THE SERVICES, INCLUDING ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, PROCHAIN AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

#### **10. Limitations of Liability.**

PROCHAIN AND ITS AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER PROCHAIN NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) PROCHAIN'S DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA OR OTHER DATA. IN ANY CASE, PROCHAIN AND PROCHAIN'S AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY PROCHAIN UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM OR CAUSE OF ACTION FIRST ACCRUED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THIS SECTION MAY NOT APPLY TO YOU, IN WHICH CASE SUCH PROVISIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

#### **11. Modifications to the Agreement.**

PROCHAIN MAY MODIFY THIS AGREEMENT (INCLUDING ANY POLICIES) AT ANY TIME BY POSTING A REVISED VERSION LINKED TO THE FUSION ONLINE LOGIN PAGE OR BY OTHERWISE NOTIFYING YOU IN ACCORDANCE WITH SECTION 13.6. THE MODIFIED TERMS WILL BECOME EFFECTIVE UPON POSTING OR, IF PROCHAIN NOTIFIES YOU BY EMAIL, AS STATED IN THE EMAIL MESSAGE. BY CONTINUING TO USE THE SERVICES AFTER THE EFFECTIVE DATE OF ANY MODIFICATIONS TO THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE MODIFIED TERMS. IT IS YOUR RESPONSIBILITY TO CHECK THE FUSION ONLINE LOGIN PAGE REGULARLY FOR MODIFICATIONS TO THIS AGREEMENT.

#### **12. Confidentiality.**

You may use ProChain Confidential Information only in connection with your use of the Services as permitted under this Agreement. You will not disclose ProChain Confidential Information during the Term or at any time thereafter. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of ProChain Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement, your use of the Services, or your relationship with ProChain without prior written permission from ProChain.

#### **13. Miscellaneous.**

**13.1 Force Majeure.** ProChain and its affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from fire, flood, strikes, lock-out, pandemic, epidemic, accident, power outage, shortage of customarily used transportation equipment (or suitable substitute), or other causes beyond the reasonable control of ProChain or its affiliates.

**13.2 Independent Parties.** This Agreement does not create a partnership, employment, representation, franchise, agency, or joint venture relationship between the parties. The parties' relationship hereto is solely that of independent contractors.

**13.3 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

**13.4 U.S. Government Rights.** The Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data," as these terms are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement, with the same rights and restrictions generally applicable to the Services. If you are using the Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Services.

**13.5 Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.

**13.6 Notice.**

- (a) ProChain may provide any notice to you under this Agreement by posting a message to a message screen in Fusion Online, by sending a message to the email address then associated with your account, or by sending a message to the email address associated with your account administrator. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when ProChain sends the email, whether or not you actually receive the email. You hereby acknowledge and agree that the electronic messages described in this paragraph shall constitute valid and effective legal notice to you for all purposes, and shall satisfy any requirement of written notice set forth herein.
- (b) To give ProChain notice under this Agreement, you must contact ProChain either by facsimile transmission to +1-703-878-2585 or by personal delivery, overnight courier or registered or certified mail to ProChain Solutions, Inc., 3320 Noble Pond Way Suite 204, Woodbridge, VA 22193. ProChain may update the facsimile number or address for notices to ProChain by posting a notice as described in section 13.6(a) above. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.
- (c) All communications and notices to be made or given pursuant to this Agreement must be in the English language.

**13.7 Assignment.** Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party; except that either party shall have the right, without needing the other party's consent, to assign or delegate this Agreement in connection with any merger, acquisition, reorganization or sale of substantially all of the assets of the assigning or delegating party.

**13.8 No Waivers.** The failure by ProChain to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit ProChain's right to enforce such provision at a later time. All waivers by ProChain must be in writing to be effective.

**13.9 Severability.** If any provision of this Agreement is held to be unenforceable, the other provisions will remain in effect. If possible, the offending provision will be modified to the slightest degree necessary to make it enforceable, remaining as close as possible to the parties' original intent for the provision. If not possible, the offending provision will be stricken.

**13.10 Governing Law; Venue; Remedies.** The laws of the State of Virginia, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and ProChain. Any dispute relating in any way to the Services or this Agreement which is not subject to Section 13.10 for any reason will be adjudicated in the state or federal courts sitting in Prince William County, Virginia. You consent to exclusive jurisdiction and venue in those courts. Notwithstanding the foregoing, ProChain may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction. You acknowledge that your breach or threatened breach of this Agreement may cause PROCHAIN irreparable injury, the extent of which is not readily calculable as money damages, and accordingly agree that in such event PROCHAIN may seek preliminary and/or final injunctive relief therefor, without prejudice to any other remedy available to PROCHAIN. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**13.11 Entire Agreement; Interpretation.** This Agreement constitutes the entire agreement between you and ProChain regarding the subject matter of this Agreement and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and ProChain, whether written or verbal, regarding the subject matter of this Agreement. ProChain will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. Paragraph and section headings and captions herein contained are for reference purposes only, and shall not affect the interpretation or construction of any material term hereof.

**13.12 Security and Compliance.** ProChain's provision of the Services is subject to existing laws and legal process, and nothing contained herein shall restrict or reduce ProChain's ability to comply with governmental, court, and law enforcement requests or requirements involving your use of the Services or information provided to or gathered by ProChain with respect to such use.

**14. Definitions.**

“API” means an Application Program Interface.

“Content” means data, text, audio, video, images, software or other content.

“Privacy Policy” means the privacy policy located at <https://www.prochain.com/privacy-policy/> (and any successor or related locations designated by us), as it may be updated by us from time to time.

“ProChain Confidential Information” means any information belonging to ProChain or its affiliates or licensors that is protected under a confidentiality or non-disclosure agreement between you and ProChain, and any other information material to ProChain's business which is otherwise sensitive, confidential, and/or proprietary to ProChain, whether or not marked as “proprietary” or “confidential.”

“Services” means the web services and/or software-as-a-service platform made available by ProChain or its affiliates (including associated APIs) and any other product or service provided by ProChain under this Agreement.

“Term” means the term of this Agreement described in Section 6.1.

“Your Data” means Content you or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.