



## DIGITAL INTERACT

### DEFINITIONS SCHEDULE

**Affiliate:** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

**Authorised Users:** means any individual to whom Customer grants access authorisation to use the Subscribed Service that is an employee, agent, contractor or representative of: (a) Customer; and/or (b) Customer's Affiliates.

**Confidential Information:** means

- (a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information,
- (b) with respect to TAG: (i) the Subscribed Service, Documentation, TAG Materials and Analyses under clause **Error! Reference source not found.** of the GTC, and (ii) information regarding TAG research and development, product offerings, pricing and availability.
- (c) confidential information of either TAG or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding his disclosure.

**Customer Data:** means any data, content, materials and information that Authorised Users enter into the production systems of a Subscribed Service or that Customer derives from its use or stores in the Subscribed Service (e.g. Customer reports). Customer Data and its derivatives will not include TAG's Confidential Information.

**Documentation:** means the TAG's then current technical and functional documentation as well and any roles and responsibilities descriptions, if applicable, for the Subscribed Service which is made available to Customer with the Subscribed Service.

**Force Majeure:** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet.

**GTC:** means the General Terms and Conditions for Tag Subscribed Services as published on the Tag website at [www.tagww.com](http://www.tagww.com) (Doc Ref 20233006\_Tag\_Digital\_Interact\_General\_Terms\_and\_Conditions.)

**Malicious Code:** means code, files, scripts, agents or programs intended to do harm, including for example viruses, worms, time bombs and trojan horses.

**Non-TAG Application:** means a Web-based, mobile, offline or other software application functionality that interoperates with a Subscribed Service, that is provided by Customer or a third-party.

**Order Form:** means the electric or physical form (including its schedules, annexes and appendices (if any)) ordering the Subscribed Services entered into by or on behalf of the Customer and Supplier, incorporating this Agreement (and as varied by the parties by agreement in writing from time to time).

**Professional Services:** means the implementation services and custom implementation services (if any) which are governed by and further described in the TAG Professional Services Schedule to this Agreement.

**Schedules:** means this Definitions Schedule, the Professional Services Schedule, the Data Protection Schedule and Acceptable Use Policy.

**Subscribed Service:** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by TAG, under an Order Form.

**Subscription Term:** means the term of a Subscribed Service subscription identified in the applicable Order Form, including all renewals.

**Support Services:** means the first level support services provided to the Customer as detailed in the Support Services Schedule.

**TAG:** means Tag Worldwide Tech Limited (CRN 13755206) or whichever Tag entity is listed as the Supplier in the Digital Interact Order Form.

**TAG Materials:** means any materials provided or developed by TAG (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Professional Services to Customer. TAG Materials do not include the Customer Data, Customer Confidential Information, or the Subscribed Service.

**Usage Metric:** means the standard of measurement for determining the permitted use and calculating the fees due for a Subscribed Service as set out in an Order Form.