

TrunkText End User License Agreement

By executing an Order with Trunk Tools, Inc. that expressly incorporates this End User License Agreement (the “**Agreement**”), Customer (as defined in the Order) agrees to be bound by this Agreement, or another **Existing Contract** or **MSA**, as of the Effective Date of the Order. Each Order incorporates the version of this Agreement in effect at the time that Order is executed. All references to an Order include this Agreement as incorporated therein.

Notwithstanding the foregoing, if Customer has an active, duly executed contract that covers the terms of the body of this Agreement (“**Existing Contract**”) and disclaims the applicability of this Agreement, the Existing Contract will govern Customer’s use of TrunkText. For the avoidance of doubt, this includes any Master Service Agreement (“**MSA**”) signed by the Customer. Certain capitalized terms are defined in Exhibit A and others are defined contextually in this Agreement.

1. Overview. The Services enable Customer to transform the way construction professionals access and use critical project information. Some Services will use Generative AI to power specific features, including by providing responses to User-submitted questions (“**Responses**”).

2. Services.

2.1. Ordering Process. Access to the Services is purchased on a Project-by-Project basis and is limited to those Services and Projects stated in an Order. Each Order will identify the specific Services, Projects, number of permitted Users, and the time period for which the Order applies. Additional Services and Projects may be added by executing an Order, but the Project count may not be decreased due to the completion of a Project.

2.2. Permitted Use. During a Subscription Term, subject to Customer’s compliance with the terms of this Agreement, Customer may access and use the Services only for its internal business purposes in completing the Projects and in accordance with the Documentation, this Agreement, and any limitations set forth in an Order.

2.3. Users. Only Users, using the mechanisms designated by Trunk Tools (“**Log-in Credentials**”), may access and use the Services. Each User must keep its Log-in Credentials confidential and not share them with anyone else. Customer is responsible for its Users’ compliance with this Agreement and all actions taken through their Log-in Credentials (excluding misuse of the Log-in Credentials caused by Trunk Tools’ breach of this Agreement). Customer will promptly notify Trunk Tools if it becomes aware of any compromise of any Log-in Credentials. Trunk Tools may Process Log-in Credentials in connection with Trunk Tools’ provision of the Services or for Trunk Tools’ internal business purposes.

2.4. Restrictions. Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Services to a third party (other than Users); (b) use the Services on behalf of, or to provide any product or service to, third parties; (c) use the Services to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to the Services, except to the extent expressly permitted by Law (and then only with prior notice to Trunk Tools); (e) modify or create derivative works of the Services or copy any element of the Services; (f) remove or obscure any proprietary notices in the Services; (g) publish benchmarks or performance information about the Services; (h) interfere with the operation of the Services, circumvent any access restrictions, or conduct any security or vulnerability test of the Services; (i) transmit any viruses or other harmful materials to the Services; (j) take any action that risks harm to others or to the security, availability, or integrity of the Services; or (k) access or use the Services in a manner that violates any Law. Additionally, Customer must not use the Services with Prohibited Data or for High Risk Activities. Customer acknowledges that the Services are not intended to meet any legal obligations for these uses. Notwithstanding anything else in this Agreement, Trunk Tools has no liability for Prohibited Data or use of the Services for High Risk Activities.

3. SLA and Upgrades. During a Subscription Term, Trunk Tools will use commercially reasonable efforts to provide the Services in accordance with this Agreement and any SLAs mutually agreed on by the Parties. Unless stated otherwise in an Order, Trunk Tools will make Updates to the Services as Trunk Tools makes them available to customers of the Services generally. Customer’s purchase of access to the Services is not contingent on the delivery of any future functionality or features or dependent on any oral or written public or private comments made by Trunk Tools regarding future functionality or features of the Services. From time to time, Trunk Tools, in its sole discretion, may make available Upgrades under additional or different terms.

4. Security and Data.

4.1 Security. Trunk Tools implements security safeguards designed to protect Confidential Information and Customer Data from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage in accordance with the Service Organization Controls 2 (“**SOC 2**”) standards. Trunk Tools will make available its SOC 2 report to Customer upon Customer’s written request.

4.2 CCPA. To the extent Trunk Tools will Process Customer Data subject to the CCPA in the provision of the Services to Customer, each party will comply with its obligations in the CCPA Data Processing Addendum, which is incorporated into this Agreement by reference.

5. Customer Obligations. Customer is responsible for its Customer Data, including its content and accuracy, and will comply with Laws when using the Services. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all rights, consents, and permissions necessary for Trunk Tools to Process Customer Data as set forth in this Agreement without violating or infringing Laws, third-party rights, or terms or policies that apply to the Customer Data.

6. Suspension of Service. Trunk Tools may immediately suspend Customer’s access to any or all of the Services if: (a) Customer breaches Section 2.4 (Restrictions), Section 5 (Customer Obligations), or Section 16 (Confidentiality); (b) Customer’s account is 30 days or more overdue; (c) changes to Laws or new Laws require that Trunk Tools suspend the Services or otherwise may impose additional liability on the part of Trunk Tools; or (d) Customer’s actions risk harm to any of Trunk Tools’ other customers or the security, availability, or integrity of the Services. Where practicable, Trunk Tools will use reasonable efforts to provide Customer with prior notice of the suspension (email sufficing). If the issue that led to the suspension is resolved, Trunk Tools will restore Customer’s access to the Services.

7. Customer Systems. Customer will provide and maintain any Customer Systems.

8. Third-Party Platforms. Use of Third-Party Platforms is subject to Customer’s agreement with the relevant provider and not this Agreement. Trunk Tools does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Services or how the Third-Party Platforms or their providers use Customer Data. By enabling a Third-Party Platform to interact with the Services, Customer authorizes Trunk Tools to access and exchange Customer Data with such Third-Party Platform on Customer’s behalf.

9. Implementation Services. Customer will give Trunk Tools timely access to Customer Materials reasonably needed for the Implementation Services, and if Customer fails to do so, Trunk Tools’ obligation to provide Implementation Services will be excused until access is provided. Trunk Tools will use Customer Materials only for purposes of providing Implementation Services. Customer may use Implementation Services deliverables only as part of its authorized use of the Services and, subject to the same terms as for the Services in Section 2 (Services) and Section 5 (Customer Obligations).

10. Commercial Terms.

10.1. Subscription Term. Except as set forth in an Order, each Subscription Term will be for an initial 12-month period and automatically renew for successive 12-month periods unless either party gives the other party notice of non-renewal at least 90 days before the current Subscription Term ends.

10.2. Fees and Taxes. Fees for the Services and access to any Third-Party Platforms are described in each Order (“**Fees**”). All Fees will be paid in US dollars unless otherwise provided in an Order. Fees are invoiced annually and in advance at the beginning of the Subscription Term and on each subsequent anniversary of the Subscription Term or as otherwise described in the Order. Unless the Order provides otherwise, all Fees are due within 30 days of the invoice date. Fees for renewal Subscription Terms are at Trunk Tools’ then-current rates, regardless of any discounted pricing in a prior Order. Late payments are subject to the Services charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All Fees are non-refundable except as may be set out in Section 15.4 (Mitigation). Customer is responsible for any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to Orders, whether domestic or foreign, other than Trunk Tools’ income tax (“**Taxes**”). Fees are exclusive of all Taxes.

11. Representations, Warranties, Covenants, and Disclaimers.

11.1. Customer Representations, Warranties, and Covenants. Customer affirms, represents, warrants, and covenants that: (a) Customer is the creator and owner of the Customer Data, or has obtained and will obtain and

maintain throughout the applicable Subscription Term all necessary licenses, rights, consents, and permissions to authorize Trunk Tools to exercise the licenses and rights granted by Customer and Process Customer Data as contemplated by this Agreement and to access any Third-Party Platforms; and (b) all Customer Data, and the use, collection, and distribution of Customer Data as contemplated by this Agreement, does and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or other proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person; or (iii) violate any Law or cause Trunk Tools to violate any Law or contract.

11.2. Disclaimers. The Services, Implementation Services, and all other Trunk Tools services are provided “AS IS.” Trunk Tools, on its own behalf and on behalf of its suppliers and licensors, makes no other warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, or noninfringement. Trunk Tools does not warrant that Customer’s use of the Services will be uninterrupted or error-free, that Trunk Tools will review Customer Data or Responses for accuracy, or that it will maintain Customer Data without loss. Trunk Tools is not liable for delays, failures, or problems inherent in use of the Internet and electronic communications, Customer Systems, or other systems outside Trunk Tools’ control. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period. The Services rely on generative artificial intelligence models (“Generative AI”) to provide Responses and other output. Generative AI uses probabilistic models to examine data and generate Responses to queries. Generative AI may return inaccurate information in some cases. The Services does not provide professional advice and all Generative AI-powered Services and any Responses are provided for informational purposes only. Prior to any use of Generative AI or Responses, Customer, its Affiliates, Users, and anyone else who obtains Responses from any of the foregoing, will conduct their own internal validation of the output and make its own determination as to the safety, efficacy, and appropriateness of any Response for any given use. Customer is responsible for all use of Generative AI and Responses, including the use by any third party to whom Customer, its Affiliates, or any User provides any Response or makes available any Service containing Generative AI. Customer hereby waives and disclaims any and all liability of Trunk Tools for any and all uses thereof.

12. Term and Termination.

12.1. Term. The term of this Agreement (the “Term”) starts on the Effective Date and continues until expiration or termination of all Subscription Terms.

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

12.3. Effect of Termination. Upon expiration or termination of an Order, Customer’s access to and Trunk Tools’ obligations to provide the Services and any Implementation Services described in the Order and any Software will cease. After the expiration or termination, Trunk Tools will be under no obligation to store or retain the applicable Customer Data and may delete the applicable Customer Data at any time in its sole discretion. Customer Data and other Confidential Information, as defined in Section 16, may be retained in Recipient’s standard backups notwithstanding any obligation to delete the applicable Confidential Information but will remain subject to this Agreement’s confidentiality restrictions.

12.4. Survival. These Sections survive expiration or termination of this Agreement: 2.4 (Restrictions), 4.4 (Usage Data; Aggregated Data), 5 (Customer Obligations), 10.2 (Fees and Taxes), 11.2 (Disclaimers), 12.3 (Effect of Termination), 12.4 (Survival), 13 (Ownership), 14 (Limitations of Liability), 15 (Indemnification), 16 (Confidentiality), 17 (Required Disclosures), 20 (General Terms), and Exhibit A (Definitions). Except where an exclusive remedy is provided in this Agreement, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

13. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except as expressly provided in this Agreement, as between the parties, Customer retains all intellectual property rights and other rights in Customer Data and Customer Materials provided to Trunk Tools. Except for Customer’s use rights in this Agreement, Trunk Tools and its licensors retain all intellectual property rights and other rights in the Services, Implementation Services, Software, Documentation, Usage Data, and Trunk Tools technology, templates, formats, and

dashboards, including any modifications or improvements to these items made by Trunk Tools. If Customer provides Trunk Tools with feedback or suggestions regarding the Services or other Trunk Tools offerings, Trunk Tools may use the feedback or suggestions without restriction or obligation.

14. Limitations of Liability.

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

14.2. Liability. Specific liabilities and any cap thereto will be established between the Parties in the relevant MSA.

14.3. Excluded Claims. “**Excluded Claims**” refers to certain claims that may be excluded from limitations on liability and will be established between the Parties in the relevant MSA.

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

15. Indemnification.

15.1. Indemnification by Trunk Tools. Indemnification by Trunk Tools and any limitation thereto will be established between the Parties in the relevant MSA.

15.2. Indemnification by Customer. Indemnification by Customer and any limitation thereto will be established between the Parties in the relevant MSA.

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

15.4. Mitigation. In response to an actual or potential infringement or misappropriation claim or otherwise relating to violation of intellectual property rights, if required by settlement or injunction or as Trunk Tools determines necessary to avoid material liability, Trunk Tools may at its option: (a) procure rights for Customer’s continued use of the Services; (b) replace or modify the allegedly infringing portion of the Services to avoid infringement or misappropriation without reducing the Services’ overall functionality; or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term.

15.5. Exceptions. Trunk Tools’ obligations in this Section 15 do not apply: (a) to infringement or misappropriation resulting from Customer’s modification of the Services or use of the Services in combination with items not provided by Trunk Tools (including Third-Party Platforms); (b) to infringement resulting from Software other than the most recent release; (c) to unauthorized use of the Services; (d) if Customer settles or makes any admissions about a claim without Trunk Tools’ prior consent; or (e) to Trials and Betas (as defined in Section 18) or other free or evaluation use.

15.6. Exclusive Remedy. This Section 15 sets out Customer’s exclusive remedy and Trunk Tools’ entire liability regarding infringement or misappropriation of third-party intellectual property rights.

16. Confidentiality.

16.1. Definition. “**Confidential Information**” means information disclosed to the receiving party (“**Recipient**”) under this Agreement that is designated by the disclosing party (“**Discloser**”) as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trunk Tools’ Confidential Information includes the terms and conditions of any MSA, the terms of any Order, and any technical or performance information about the Services. Customer’s Confidential Information includes Customer Data.

16.2. Obligations. As Recipient, each party will: (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement, including Section 4.1 (Use of Customer Data); and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. At Discloser's request, Recipient will delete all Confidential Information, except, in the case where Trunk Tools is the Recipient, Trunk Tools may retain the Customer's Confidential Information to the extent required to continue to provide the Services. Recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know (including, for Trunk Tools, the subcontractors referenced in Section 20.9), provided it remains responsible for their compliance with this Section 16 and they are bound to confidentiality obligations no less protective than this Section 16.

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

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

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

19. Publicity. Trunk Tools may display Customer's name and logo on its website, sales materials, social media, and other marketing assets in order to identify Customer as a customer of Trunk Tools. Upon Trunk Tools' reasonable request from time-to-time, Customer will reasonably cooperate with Trunk Tools to: (a) issue a joint press release within 30 days of the Effective Date; (b) prepare jointly published case studies; and (c) produce written and video testimonials which include executive sponsor quotes as well as key data points (e.g., time saved, rework reduced, etc.). Customer will provide good faith references for future investors and customers of Trunk Tools, and other forms of publicity and joint marketing activities regarding Customer's use of the Services.

20. General Terms.

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

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

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

20.4. Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing to the addresses on the first page and will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered U.S. mail (return receipt requested); or (c) one day after dispatch if by a commercial overnight delivery service. Notices may not be sent via email unless otherwise expressly permitted elsewhere in this Agreement. Either party may update its address with notice to the other party. Trunk Tools may also send operational notices to Customer by email or through the Services.

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

which together form one and the same agreement.

20.6. Amendments. Any amendments, modifications, or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Trunk Tools. Nonetheless, with notice to Customer, Trunk Tools may modify the Documentation to reflect new features or changing practices, but the modifications will not materially decrease Trunk Tools' overall obligations during a Subscription Term. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by Trunk Tools; any of these Customer documents are for administrative purposes only and have no legal effect.

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

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

20.9. Subcontractors. Trunk Tools may use subcontractors and permit them to exercise Trunk Tools' rights, but Trunk Tools remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

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

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

20.12. Open Source. The Software may incorporate third-party open source software ("**OSS**"), as listed in the Documentation or otherwise disclosed by Trunk Tools in writing. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

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

20.14. Conflicts in Interpretation. If there are inconsistencies or conflicts between the terms of the body of this Agreement and the terms of any Schedules, exhibits, attachments, addenda, and other documents attached to or incorporated by reference in this Agreement, the order of precedence is as follows: (a) the terms contained in the body of this Agreement; (b) the terms of the Schedules, exhibits, attachments, and addenda to this Agreement; and (c) the Documentation.

Exhibit A
Definitions

- 1.1. **"CCPA Data Processing Addendum"** means the CCPA Data Processing Addendum attached as Exhibit [X].
- 1.2. **"Confidential Information"** has the meaning given to it in Section 16.1.
- 1.3. **"Customer Data"** means any data or information that: (a) Customer (including its Users) submits to the Services, including from Third-Party Platforms; (b) is otherwise made available by Customer or Users to Trunk Tools; or (c) is Processed by Trunk Tools to provide the Services to Customer, in each case of (a) – (c), in connection with this Agreement.
- 1.4. **"Customer Materials"** means materials, systems, and other resources that Customer provides to Trunk Tools in connection with Implementation Services.
- 1.5. **"Customer Personal Information"** will have the meaning given to it in the CCPA Data Processing Addendum.
- 1.6. **"Customer Systems"** means Customer's hardware, software, other technology, and infrastructure that Customer is required to provide and maintain in order for Customer to access and use the Services.
- 1.7. **"Discloser"** has the meaning given to it in Section 16.1.
- 1.8. **"Documentation"** means the then-current version of Trunk Tools' usage guidelines and standard technical documentation for the Services that Trunk Tools makes generally available to its the Services customers, the current version of which are at [link].
- 1.9. **"Excluded Claims"** has the meaning given to it in Section 14.3.
- 1.10. **"Fees"** has the meaning given to it in Section 10.2.
- 1.11. **"Generative AI"** has the meaning given to it in Section 11.2.
- 1.12. **"High Risk Activities"** means activities where use or failure of the Services could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.
- 1.13. **"Implementation Services"** means any implementation, training, or configuration services provided by Trunk Tools related to the Services, as identified in an Order.
- 1.14. **"Laws"** means all applicable relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications, and export of data, including Customer Personal Information.
- 1.15. **"Log-in Credentials"** has the meaning given to it in Section 2.3.
- 1.16. **"Order"** means an order that describes the Services being purchased by Customer that is executed by the parties and references this Agreement.
- 1.17. **"OSS"** has the meaning given to it in Section 20.12.
- 1.18. **"Process"** means to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process.
- 1.19. **"Prohibited Data"** means any: (a) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (b) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); (c) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards ("**PCI DSS**"); (d) other information subject to regulation or protection under specific Laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations); (e) social security numbers, driver's license numbers, or other government ID numbers; or (f) any data similar to the above protected Laws.
- 1.20. **"Project"** means the specific construction project for which the Services will be used as set forth in an Order.
- 1.21. **"Recipient"** has the meaning given to it in Section 16.1.
- 1.22. **"Response"** has the meaning given to it in Section 1.
- 1.23. **"Schedule"** means a document that adds and/or adjusts certain terms of the Agreement as they apply to the purchase of one or more the Services. Each Schedule is governed by and a part of the terms of this Agreement.
- 1.24. **"Software"** means any software, scripts, or other code required by Trunk Tools to operate the Services.
- 1.25. **"Subscription Term"** means the period during which Customer's subscription to access and use the Services is in effect, as identified in the applicable Order.
- 1.26. **"Services"** has the meaning given to it in the preamble.
- 1.27. **"Taxes"** has the meaning given to it in Section 10.2.

- 1.28.** “**Term**” has the meaning given to it in Section 12.1.
- 1.29.** “**Third-Party Platform**” means any third-party platform, add-on, service, or product not provided by Trunk Tools that Customer elects to integrate or enable for use with the Services.
- 1.31.** “**Updates**” means any updates, modifications, or bug fixes to the Services or Documentation that Trunk Tools provides free of additional charge to its customers using the Services.
- 1.32.** “**Upgrades**” means additions, enhancements, upgrades, new services, or modules that include new features and substantial increases in functionality to the Services that Trunk Tools makes available to its customers for an additional fee.
- 1.33.** “**User**” means any employee or contractor of Customer that Customer allows to use the Services on Customer’s behalf.