

DEFINITIONS

1. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, "control" means (i) the ownership of at least fifty per cent (50%) of the shares of such entity with voting rights, or (ii) the power, directly or indirectly to direct the management of the controlled person or entity, whether through the ownership of voting securities, by contract or otherwise.
2. **"Customer Data"** means any data or information uploaded or otherwise provided by Customer to the Service Provider in connection with the provision of the Services including any data made available to you by any third party or any end-user in conjunction with the Services.
3. **"End user"** means any individual or entity that directly through Customer or indirectly through another user accesses or uses the Services under this Agreement.
4. **"Equipment"** mean any tool, device, machinery used to perform any required service.
5. **Hybrid cloud:** Private clouds and public clouds create a hybrid cloud, allowing for cloud bursting for load balancing between clouds.
6. **"Hyperscaler Cloud Services"** means cloud services offered by third-party cloud providers [Managed Cloud Services (MCS) Third-Party Provider], such as Amazon Web Services, Microsoft Azure, or Google Cloud Platform.
7. **"Cloud Managed Services"** means cloud services offered by Service Provider, including but not limited to cloud hosting, cloud storage, cloud backup, and cloud disaster recovery.
8. **"Cloud Professional Services"** means cloud services offered by Service Provider, including but not limited to cloud consulting, cloud implementation, and cloud migration.
9. **"Force Majeure"** event is an event beyond either Party's control, such as significant failure of a part of the power grid, significant failure of the internet, telecommunications failure, natural disaster, weather event, war, riot, insurrection, epidemic/pandemic, strikes or other organized labour action, terrorism, acts or orders of government, embargoes, or other events of a magnitude or type for which precautions are not generally taken in the industry.
10. **Multi-cloud:** Using the cloud services of multiple (at least 2) public cloud providers.
11. **"Order"** ('Service Order(s) Form' or 'Purchase Order' or 'Order') means (i) the order that Customer submits or accept for the Services, (ii) any other written order (either in electronic or paper form) provided to Customer by Service Provider for signature that describes the type or types of services the Customer is purchasing, and that is signed by Customer either manually or electronically. Terms of this Agreement shall take precedence and override any terms mentioned in any Customer generated Purchase Order.
12. **Private cloud:** Cloud resources provisioned for exclusive use by a single Customer. It may exist on or off premises.
13. **Public cloud:** Cloud resources provisioned for open use by all customers – multi-tenancy model with controlled access and isolation. It exists on the CSP premises
14. **"Service(s)"** means the hyperscaler cloud services, cloud services, advisory cloud services, managed cloud services, professional cloud services provided by Service Provider to Customer under this Agreement.
15. **"Specifications"** means the service description, scope, objectives as determined in each SOF.
16. **"Term"** means the term of this Agreement as set forth in Section 7.
17. **"Territory"** means the Service Provider's location. Service Provider's location is determined in relevant SOF.