

## General Terms

### 1. Scope and applicability

- 1.1 These terms (the “**General Terms**”) govern Your access to, and use of, SamKnows Offers and incorporate any Supplemental Terms and Offer Descriptions applicable to Your Order. Capitalized terms are defined in section 13 (Definitions).
- 1.2 You agree to these terms by accessing or using a SamKnows Offer, finalizing Your Order or through Your express agreement, whichever happens first.

### 2. Use Rights

- 2.1 **License and right to use.** SamKnows grants You, for Your direct benefit, a non-exclusive:

- (a) license to use Software and SamKnows Content; and
- (b) right to use Subscription Offers, including Cloud Services,

in accordance with Your Order or as otherwise agreed in writing (collectively, the “**Use Rights**”). Your Use Rights are non-transferable (except Software as permitted under the Transfer Policies).

- 2.2 **Limits on usage.** You may not:

- (a) transfer, sell, sublicense, monetize or provide the functionality of any SamKnows Offer to any third party, except as authorized by SamKnows;
- (b) use the Software on second hand or refurbished SamKnows devices or use Software licensed for a specific device on a different device unless authorized by SamKnows or permitted under the Transfer Policies;
- (c) remove, change, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks from any SamKnows Offer;
- (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of SamKnows Offers; or
- (e) use SamKnows Content other than as reasonably needed to exercise Your Use Rights.

- 2.3 **Acceptable use.** You will ensure Your access or use of Software or Subscription Offers does not:

- (a) violate applicable laws or the rights of any third party; or
- (b) impede or interfere with the security, stability, availability or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing or distribution of malware).

- 2.4 **Suspension.** SamKnows may suspend Your access to Software or Subscription Offers if it reasonably believes that You or an Authorized User have materially breached sections 2.2 (Limits on usage) or 2.3 (Acceptable use).

- 2.5 **Use by third parties.** If You permit Authorized Users to access SamKnows Offers on Your behalf:

- (a) You will make sure all Authorized Users follow these terms; and
- (b) You are liable for any breach of these terms by an Authorized User.

- 2.6 **Interoperability requirements.** If required by law, SamKnows will promptly provide the information You request to achieve interoperability between applicable SamKnows Offers and another independently created program on terms that reasonably protect SamKnows’s proprietary interests.

- 2.7 **Use with third party products.** SamKnows does not support or guarantee integration with third party technologies or services unless they are included as part of a SamKnows Offer or agreed in writing.

- 2.8 **Changes to Subscription Offers.** SamKnows may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term.

- 2.9 **Maintaining Subscription Offers.** SamKnows may occasionally perform maintenance of its Subscription Offers which may disrupt the performance or availability of affected Subscription Offers. SamKnows will provide advanced notice of planned maintenance when reasonably possible. If SamKnows performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Subscription Offers.

- 2.10 **Open-source technology.** Separate license terms apply to third party open-source technology used in SamKnows Offers. Open-source terms may be found at [Cisco’s Open Source](#) webpage or, if not available, You can submit an request and we will provide it to You. As long as You use SamKnows Offers according to these General Terms, SamKnows’s use of open-source technology in SamKnows Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

### 3. Free trials

- 3.1 **Accessing Free Trials.** You may access or use SamKnows Offers on a trial, evaluation, beta or other free-of-charge basis (“Free Trial”). You may only access or use the Free Trial for the period specified (“Free Trial Period”). If no Free Trial Period is specified, You may only access or use the Free Trial for 60 days after the Free Trial is available to You. Free Trials may not come with support and may be incomplete or have errors. Unless agreed in writing by SamKnows, You will not use the Free Trial in a production environment.
- 3.2 **Ending Free Trials.** At the end of a Free Trial, You will promptly Return the SamKnows Offers as described in the Free Trial terms.
- 3.3 **Continued use and disclaimer.**
- (a) If You continue accessing a SamKnows Offer after a Free Trial Period or fail to Return a SamKnows Offer, You will pay any applicable fees reasonably charged by SamKnows.
  - (b) **Unless agreed by SamKnows in writing or required by law, Free Trials are provided “AS-IS” without any express or implied warranties.**

### 4. End of life

- 4.1 **Notification.** SamKnows may end the life of SamKnows Offers by providing notice at the [End-of-Sale and End-of-Life Products](#) webpage.
- 4.2 **Pre-paid Cloud Service.** If You prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, SamKnows will either (a) provide You with a generally available alternative offer, or (b) if SamKnows cannot reasonably provide an alternative offer, it will credit the unused balance of fees paid for the relevant Cloud Service to You once You Return the Cloud Service.
- 4.3 **Credit.** Credits issued under section 4.2 (Pre-paid Cloud Service) are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term and may be applied only towards the future purchase of SamKnows Offers.

### 5. Confidentiality

- 5.1 **General obligation.** A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section 5 (Confidentiality) will not apply to information which:
- (a) is known by the recipient without confidentiality obligations;
  - (b) is or has become public knowledge through no fault of the recipient; or
  - (c) is independently developed by, or for, the recipient.
- 5.2 **Permitted recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates and contractors who need to know. The recipient is liable for a breach of this section 5 by its permitted recipients and must ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient’s obligations under these terms.
- 5.3 **Required disclosures.** The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser’s reasonably requested protective actions, at the discloser’s expense.
- 5.4 **Returning, destroying and retaining Confidential Information.** The recipient will return, delete or destroy all Confidential Information and confirm in writing it has done so within 30 days of the discloser’s written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 5 for five years, or until the Confidential Information is no longer a trade secret under applicable law.

### 6. Privacy and security

- 6.1 SamKnows respects Your Data and will access and use Data in accordance with the Data Briefs or, if not available, You can submit an request and we will provide it to You.
- 6.2 In addition, if SamKnows processes Personal Data or Customer Content, SamKnows will process such data according to:
- (a) the Data Processing Terms for Personal Data (which are incorporated by reference);
  - (b) the security measures described in SamKnows’s Information Security Exhibit or, if not available, You can submit an request and we will provide it to You;
  - (c) the Privacy Data Sheets applicable to the relevant SamKnows Offer; and
  - (d) privacy and data protection laws applicable to SamKnows Offers.
- 6.3 You will ensure Your use of SamKnows Offers (including collection, processing and use of Customer Content with SamKnows Offers) complies with privacy and data protection laws applicable to Your SamKnows Offers,

including industry-specific requirements. You are also responsible for providing notice to, and getting consents from individuals whose data may be collected, processed, transferred and stored through Your use of SamKnows Offers.

7. **Ownership of intellectual property**

- 7.1 Unless agreed in writing, nothing in these terms transfers ownership in any intellectual property rights. You keep ownership of Customer Content and SamKnows keeps ownership of SamKnows Offers and SamKnows Content.
- 7.2 SamKnows may use any feedback You provide in connection with Your use of SamKnows Offers.

8. **Intellectual property indemnity**

- 8.1 **Claims.** SamKnows will defend any third-party claim against You asserting that Your valid use of a SamKnows Offer infringes a third party’s patent, copyright or registered trademark (the “**IP Claim**”). SamKnows will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:
  - (a) promptly notify SamKnows in writing of the IP Claim (but failure to promptly notify SamKnows only limits SamKnows’s obligations to the extent it is prejudiced by the delay);
  - (b) fully cooperate with SamKnows in the defense of the IP Claim; and
  - (c) grant SamKnows the right to exclusively control the defense and settlement of the IP Claim, and any appeal.

SamKnows does not have to reimburse You for attorney fees and costs incurred before SamKnows receives notification of the IP Claim. You may retain Your own legal representation at Your own expense.

- 8.2 **Additional remedies.** If an IP Claim prevents or is likely to prevent You from accessing or using the applicable SamKnows Offer, SamKnows will either get the right for You to continue using the SamKnows Offer or replace or modify the applicable SamKnows Offer with non-infringing functionality that is at least equivalent. If SamKnows determines those options are not reasonably available, then SamKnows will provide a prorated refund for the impacted SamKnows Offer.

- 8.3 **Exclusions.** SamKnows has no duty regarding any IP Claim to the extent based on:
  - (a) any designs, specifications or requirements provided by You, or on Your behalf;
  - (b) modification of a SamKnows Offer by You, or on Your behalf;
  - (c) the amount or duration of use made of a SamKnows Offer, revenue You earned, or services You offered;
  - (d) combination, operation, or use of the SamKnows Offer with non-SamKnows products, software, content or business processes; or
  - (e) Your failure to change or replace the SamKnows Offer as required by SamKnows.

8.4 To the extent allowed by law, this section 8 states Your only remedy regarding an IP Claim against You.

9. **Performance standards**

9.1 **Service Level Agreement.** SamKnows Offers will comply with the [Service Level Agreement](#).

9.2 **Warranties.** SamKnows provides these warranties for SamKnows Offers:

Warranty	SamKnows Offer		
	Hardware	Software	Subscription Offers
SamKnows warrants that the SamKnows Offer substantially complies with the Documentation as follows: (a) if the SamKnows Offer is a Subscription Offer, starting from commencement of the service, for the duration of the services; and (b) if the SamKnows Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in <a href="#">Product Warranties</a> webpage.	✔	✔	✔
SamKnows warrants it will use commercially reasonable efforts and methods to deliver the SamKnows Offer free from Malicious Code.		✔	✔
SamKnows warrants that the SamKnows Offer is free from defects in material and workmanship for 90 days from shipment or longer as stated in Documentation or as set out in <a href="#">Product Warranties</a> webpage.	✔		

To make a claim for breach of these warranties, promptly notify both SamKnows within any specified warranty period.

### 9.3 Qualifications

- (a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 9. This section 9 applies only to the extent permitted under applicable law.
- (b) Section 9.2 does not apply if Your breach of the General Terms contributes to the breach of warranty, or if the SamKnows Offer:
  - (1) has not been used according to its Documentation;
  - (2) has been altered, except by SamKnows or its authorized representative;
  - (3) has been subjected to abnormal or improper environmental conditions, accident or negligence, or installation or use inconsistent with SamKnows's instructions or the terms on which it is supplied by SamKnows;
  - (4) is provided under a Free Trial; or
- (c) Your sole remedy for breach of a warranty under section 9.2 is, at SamKnows's option, either:
  - (1) repair or replacement of the applicable SamKnows Offer; or
  - (2) a refund of either:
    - (A) the fees paid for Use Rights in the non-conforming Software;
    - (B) the fees paid for the period in which the Subscription Offer did not conform less any amounts paid or owed under a Service Level Agreement; or
    - (C) the fees paid for the non-conforming Hardware.
- (d) **Except as provided in Section 9.2 above, and to the extent allowed by law, SamKnows makes no express or implied warranties of any kind regarding the SamKnows Offers. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. SamKnows does not warrant that SamKnows Offers will be secure, uninterrupted or error-free.**

## 10. Liability

10.1 **Excluded liability.** Neither party is liable for:

- (a) indirect, incidental, reliance, consequential, special or exemplary damages; or
- (b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure or delay in delivery (in all cases, whether direct or indirect).

10.2 **Liability cap.** Each party's entire liability for all claims relating to these terms will not exceed the greater of: (a) the fees paid to SamKnows for the specific SamKnows Offer that is the subject of the claim in the 12 months before the first incident giving rise to such liability; or (b) \$100,000 USD. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).

10.3 **Unlimited liability.** Nothing in this section 10 limits or excludes liabilities that cannot be excluded or limited under applicable law, or for:

- (a) bodily injury or death resulting directly from the other party's negligence;
- (b) fraudulent misrepresentation or wilful misconduct;
- (c) breach of confidentiality obligations, unless the breach relates to section 6 (Privacy and security);
- (d) failure to pay for SamKnows Offers;
- (e) misuse or misappropriation by a party of the other party's intellectual property rights; or
- (f) failure to comply with export control obligations.

## 11. Termination

11.1 **Material breach.** Either party may provide written notice to the other party if the other party materially breaches these terms or any written terms otherwise agreed under an affected Order. If the breach remains uncured after 30 days of the date of that notice, the non-breaching party may immediately terminate the affected Orders, in whole or in part.

11.2 **Termination for Compliance with Laws.** SamKnows may terminate these terms and affected Orders immediately upon written notice if continued provision of the SamKnows Offers will result in a violation of section 12.6 (Compliance with Laws).

11.3 **Effect of termination or expiration.** You will Return applicable SamKnows Offers (except any SamKnows Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order.

## 12. General provisions

12.1 **Survival.** Sections 5 (Confidentiality), 6 (Privacy and security), 7 (Ownership of intellectual property), 8 (IP Indemnity), 9 (Performance standards), 10 (Liability), 11 (Termination) and 12 (General provisions) survive termination of these terms.

12.2 **No agency.** These terms do not create any agency, partnership, joint venture, or franchise relationship.

### 12.3 Assignment and subcontracting.

- (a) Except as set out below, neither party may assign or novate these terms in whole or in part without the other party's written consent which will not be unreasonably withheld. SamKnows may assign these terms in connection with the sale of a part of its business, or to its Affiliates if it provides prior written notice to You.
- (b) SamKnows may subcontract any performance associated with any SamKnows Offer to third parties if such subcontract is consistent with these terms and does not relieve SamKnows of any of its obligations under these terms.

12.4 **Third party beneficiaries.** These terms do not grant any right or cause of action to any third party.

12.5 **Use records.** You will keep reasonable records of your use of the SamKnows Offers. You will let SamKnows and its auditors who are under a written obligation of confidentiality access records of Your use of the SamKnows Offers (including books, systems, and accounts) within 30 days' notice from SamKnows. SamKnows may not give this notice more than once in any 12-month period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within 30 days.

### 12.6 Compliance with laws

- (a) **General.** SamKnows will comply with all applicable laws relating to providing SamKnows Offers under these terms. You will comply with all applicable laws relating to Your receipt and use of SamKnows Offers, including sector-specific requirements and obtaining required licenses or permits (if any).
- (b) **Trade Compliance.** SamKnows Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export and re-export of SamKnows Offers. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the [General Export Compliance](#) webpage.

12.7 **Governing law and venue.** These terms, and any disputes arising from them, are subject to the governing law and exclusive jurisdiction and venue listed below, based on Your primary place of business. Each party consents and submits to the exclusive jurisdiction of the courts in the listed venue. These laws apply despite conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. Despite the below, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean, or a location not specified below	State of California, United States	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California
Africa, Asia*, Europe*, Middle East, Oceania*	England	English Courts
Australia	State of New South Wales, Australia	State and Federal Courts in New South Wales
Canada	Province of Ontario, Canada	Courts of the Province of Ontario
Mainland China	People's Republic of China	Hong Kong International Arbitration Center
Italy	Italy	Court of Milan
Japan	Japan	Tokyo District Court of Japan

\* Excluding locations listed separately in this table.

If You are a US State, Local and Education ("SLED") Government end user, these terms, and any disputes arising from them, are subject to the laws of the primary jurisdiction in which You are located.

If You are a US Federal Government end user, these terms, and any disputes arising from them, are subject to the laws of the United States.

### 12.8 US Government end users

- (a) **US SLED Government.** These terms govern all access to Software, Subscription Offers and Documentation by US SLED Government end users. No other rights are granted by SamKnows.
- (b) **US Federal Government.** The Software, Subscription Offers and Documentation are considered "commercial computer software" and "commercial computer software documentation" under FAR 12.212 and DFARS 227.7202. These terms govern all access to Software, Subscription Offers and Documentation by US Federal Government end users. No other rights are granted by SamKnows, but any

inconsistency in these terms with federal procurement regulations is not enforceable against the US Federal Government.

- 12.9 **Notice.** Unless provided in these terms, applicable Offer Description, or an Order, notices to SamKnows (a) should be sent to SamKnows Limited, Legal Department, 500 Terry A Francois Blvd, San Francisco, CA USA 94158 or by email to [contract-notice@cisco.com](mailto:contract-notice@cisco.com) with a copy to [legal@thousandeyes.com](mailto:legal@thousandeyes.com), and (b) are considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) 3 business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. SamKnows may deliver notice to You under these terms via email or regular mail, but it may provide notices of a general nature applicable to multiple customers on SamKnows.com or ThousandEyes.com.
- 12.10 **Force majeure.** Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism or the stability or availability of utilities (including electricity and telecommunications). The affected party must make commercially reasonable efforts to mitigate the impact of the force majeure event.
- 12.11 **No waiver.** Failure by either party to enforce any right under these terms will not waive that right.
- 12.12 **Severability.** If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.
- 12.13 **Entire agreement.** These terms are the complete agreement between the parties regarding the subject of these terms and replace all previous communications, understandings or agreements (whether written or oral).
- 12.14 **No publicity.** Neither party will issue any press release or other publications regarding Your use of SamKnows Offers without the other party's advance written permission.
- 12.15 Order of precedence.**
- (a) If there is any conflict between these General Terms, Supplemental Terms or any Offer Descriptions, the order of precedence (from highest to lowest) is:
    - (1) Regional terms;
    - (2) Data Processing Terms;
    - (3) Offer Descriptions;
    - (4) Supplemental Terms (other than Regional Terms);
    - (5) these General Terms; then
    - (6) any applicable SamKnows policy referenced in these General Terms.

### 13. Definitions

Term	Meaning
<b>Affiliate</b>	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own over 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).
<b>Authorized Users</b>	Your users including Affiliates, Your third-party service providers, and each of their respective Users.
<b>Cisco</b>	Cisco Systems, Inc. or its applicable Affiliates.
<b>SamKnows, we, our or us</b>	SamKnows Limited or its applicable Affiliates.
<b>SamKnows Content</b>	Systems Information and data, materials or other content provided by SamKnows to You as part of Your access to SamKnows Offers.
<b>SamKnows Offer</b>	SamKnows-branded (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) technical support included in a Subscription Offer and (d) incidental technology and resources.
<b>Cloud Service</b>	An on-demand service provided by SamKnows accessible via the internet and provides software, platform, infrastructure and network products and services on an 'as-a-service' basis as described in the applicable Offer Description.
<b>Confidential Information</b>	Non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which: <ol style="list-style-type: none"> <li>(a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or</li> <li>(b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.</li> </ol>
<b>Customer Content</b>	As defined in the Data Brief at the <a href="#">Customer Content - Data Brief</a> webpage.
<b>Data</b>	Personal Data, Customer Content and Systems Information.
<b>Data Briefs</b>	Documents describing each type of Data (e.g., Personal Data, Customer Content and Systems Information) that SamKnows Offers collect, how it is collected, and when it is used, available at the <a href="#">Trust Portal</a> webpage or, if not available, You can submit an request and we will provide it to You.
<b>Data Processing Terms</b>	SamKnows's data processing terms in the Cisco <a href="#">Data Protection Agreement</a> or terms agreed between You and SamKnows covering the same scope.
<b>Documentation</b>	The technical specifications and use materials officially published by SamKnows specifying the functionalities and capabilities of the applicable SamKnows Offer as updated from time to time.

Term	Meaning
<b>Free Trial</b>	As defined in section 3.1 (Accessing free trials).
<b>Free Trial Period</b>	As defined in Section 3.1 (Accessing free trials).
<b>Hardware</b>	Tangible SamKnows-branded hardware products.
<b>Information Security Exhibit</b>	A document describing the security measures that SamKnows implements to secure Personal Data and Customer Content, available at the <a href="#">Information Security Exhibit</a> webpage or, if not available, You can submit a request and we will provide it to You.
<b>Malicious Code</b>	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the SamKnows Offer (e.g., as part of SamKnows's security products).
<b>Offer Description</b>	A document published by SamKnows as an 'Offer Description' that has more information or related terms specific to a SamKnows Offer, available at the <a href="#">Product Specific Terms</a> webpage or, if not available, You can submit a request and we will provide it to You.
<b>Order</b>	The transaction through which You acquire a SamKnows Offer from, including through buying and ordering documents, signing an agreement or statement of work, or transacting through an online ordering tool or marketplace.
<b>Personal Data</b>	Any information about, or relating to, an identifiable individual. It includes any information that can be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the <a href="#">Personal Data - Data Brief</a> webpage.
<b>Privacy Data Sheet</b>	The privacy data sheet applicable to a SamKnows Offer available on the <a href="#">Trust Portal - Privacy Data Sheet</a> webpage or, if not available, You can submit a request and we will provide it to You.
<b>Return</b>	Stopping all use of, destroying or returning applicable SamKnows Offers to SamKnows
<b>Service Level Agreement</b>	The service level agreement applicable to a Subscription Offer (if applicable) as set out in the applicable Offer Description.
<b>Software</b>	SamKnows-branded computer programs, including Upgrades and firmware.
<b>Subscription Offer</b>	SamKnows Offers provided on a term, or subscription, basis under Your Order.
<b>Supplemental Terms</b>	Any additional terms applicable to Your Order (including those applying to a specific region).
<b>Systems Information</b>	As defined in the <a href="#">Systems Information – Data Brief</a> webpage.
<b>Transfer Policies</b>	SamKnows policies for movement of Use Rights as set out in the <a href="#">SamKnows Software Transfer and Re-licensing Policy</a> and the <a href="#">Software License Portability Policy</a> .
<b>Upgrades</b>	All updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.
<b>Use Term</b>	The period You may exercise Use Rights in the SamKnows Offer under Your Order.
<b>Use Rights</b>	As set out in section 2.1.
<b>You, Your</b>	The individual or legal entity acquiring access to SamKnows Offers.