DEFINITIONS AND INTERPRETATION

Last Updated: 9 February 2026

1. This Cyferd Sports Definitions document (this "**Document**") applies to, forms part of and is supplemental to the Cyferd Sports Master Services Agreement known as '*Cyferd Sports – MSA – 1 August 2025*' (the "**Agreement**"), each Order Form (as defined herein) and each Cyferd Sports Policy (as defined herein) each as amended from time to time.

2. Section 10.12 of the Agreement applies in this Document. Cyferd Sports may change this Document by Update in accordance with Section 10.2 of the Agreement.

3. References in this Document to Sections are to Sections of the Agreement.

4. In the Agreement, each Order Form and each Cyferd Sports Policy the following words and expressions shall have the following meaning unless the context otherwise requires:

"Acceptable Use Policy"	the '**Cyferd Sports – Acceptable Use Policy**' (https://cyferdsports.com/legal/) (being a Cyferd Sports Policy) as the same is amended from time to time.
"Administrative Data"	means the following data and information of or in connection with Customer (that is not Customer Data) that Cyferd Sports holds in connection with Customer's use of the Platform: (i) billing information; (ii) data logs; (iii) information relating to or obtained in connection with the provision of the Standard Support Services; (iv) information relating to Customer's account with Cyferd Sports; (v) Application Monitoring Data; and (vi) Aggregated Statistics.
"Administrator"	means the person or persons designated by Customer who administers the Tenancy(ies) and the Platform to Customer and/or Authorized Users on Customer's behalf and who has the oversight administrative function in respect of the Tenancy(ies).
"Affiliate"	means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity.
"Aggregated Statistics"	as defined in Section 2.4 of the Agreement.
"amendment"	means a novation, re-enactment, restatement, supplement, extension, variation or an amendment (and "**amend**" and "**amended**" shall be construed accordingly).
"Android App"	means the software packaged for Authorized Users to install onto their mobile device from the '*Google Play store*' to access the Tenancy(ies) they are authorized to access and use. The Android App is designed to offer a native experience on a mobile device operating the Android operating system.
"Annual Platform Fee"	means the then prevailing Enterprise annual Platform Fees for a Production Tenancy or a Non-Production Tenancy (as the case may be) as set out in the **Annual Pricing Policy**.

"Annual Pricing Policy"	the '**Cyferd Sports – Annual Pricing Policy**' (https://cyferdsports.com/legal/) (being a Cyferd Sports Policy) as the same is amended from time to time.
"API"	means an application program interface that allows two or more different software programs to talk to each other and leverage and share information.
"App"	means an application built on and using the Platform made up of a collection of data entities associated together with additional meta data to automate process flows and control views. Apps do **not** include a Mobile App or any API or any Integration or any Feature.
"App Usage"	means Customer's (including all of its Authorized User's) use of an App for/with Customer's 'live' data and in a 'live' environment (and not in a development and/or test only environment) for each year of the applicable Initial Order Term and/or for each year of any applicable Extension Order Term (as the case may be).
"App Usage Fees"	means the annual fees payable by Customer for the App Usage in respect of that App as stated in the applicable Order Form and being assumed/estimated aggregate annual fees based on the (applicable) Customer's Expected App Usage and subject to, at all times, the **App Usage Fees Policy** and the other applicable terms of the Agreement and the applicable Order Form.
"App Usage Fees Policy"	the '**Cyferd Sports – App Usage Fees Policy**' (https://cyferdsports.com/legal/) (being a Cyferd Sports Policy) as the same is amended from time to time.
"Applicable Currency"	means either Dollars, Sterling or euro as stated in the applicable Order Form. Where the Order Form does not expressly provide for the '*Applicable Currency*' it shall mean Dollars.
"Applicable Territory"	means the territory or those territories provided for in the applicable Order Form unless and to the extent it is illegal (including as a result of any embargo) for Customer's access to the Platform to be provided to or received within such territory from time to time.
"Application Monitoring Data"	as defined in Section 2.4 of the Agreement.
"Application Monitoring Data Purposes"	as defined in Section 2.4 of the Agreement.
"Authorized User"	means an employee or independent contractor of Customer or such other person or entity that is granted an Authorized User Account by the Administrator and is authorized to access and use the Platform within the applicable Tenancy. The Administrator is also an Authorized User.
"Authorized User Account"	means an account set up by or on behalf of Customer to enable an Authorized User's access to and use of the Platform within the applicable Tenancy, such account containing all requisite details for or in respect of such Authorized User including the usage permissions, restrictions and any special rights to be applied for that Authorized User.
"Business Day"	means a day other than a Saturday, Sunday, or holiday when banks in New York City, New York, are open for business.
"calendar year"	as defined in the definition of '*year*' in this Document.
"Claim"	as defined in Section 8.1 of the Agreement.
"Commencement Date"	means the date specified or deemed to be specified in the applicable Order Form.

"Confidential Information"	means certain proprietary, commercially sensitive, confidential, trade secret and/or otherwise non-publicly available information that is identified or marked as confidential or that the Receiving Party would reasonably understand to be confidential under the circumstances of its disclosure.
"Contract"	means a legally binding contract, agreement, license, commitment or other arrangement (whether or not reduced to writing).
"Control"	means the power to direct or cause the direction of the management and policies of a Party, whether through the ownership of voting securities, by contract or otherwise, and "**Controlled by**" and "**under common Control with**" have correlative meanings.
"Customer"	means the person or entity specified or deemed to be specified as the '*Customer*' in the Agreement or in the applicable Order Form(s) (as the case may be) or, in the case of a POC Trial where there is no Order Form, the person or entity designated in writing by Cyferd Sports as the '*Customer*' who is receiving the benefit of the POC Trial.
"Customer App Customization"	(if and to the extent permitted under the Agreement) means a new App or a modification, customization, or update to an App, in each case created by or on behalf of Customer to the extent that such new App, modification, customization or update: (i) is not a Cyferd App Customization and (ii) does not include any Cyferd App Customizations and/or any Cyferd Materials.
"Customer's Authentication Set Up"	means the authentication process(es) and/or requirements that an Authorized User needs to comply with in order to access the Platform. The '*Identity Provider*' used for this purpose must be, in Cyferd Sports' sole opinion, suitable.
"Customer Data"	means any electronic data and information (in any form including data, content, code, video, or other materials) that Customer or any of its Authorized Users Transmit to the Platform (including via any Tenancy, App or Feature) (but excluding Feedback).
"Customer Obligations"	means Customer's obligation to: (i) set up (other than that in respect of the Administrator), manage and maintain Authorized User Accounts for its Authorized Users; (ii) set up, manage and maintain the Customer's Authentication Set Up; and (iii) prevent unauthorized access to its Tenancy(ies) and the Platform.
"Customer's Expected App Usage"	means the estimated and assumed App Usage Fees for the App Usage of an App as calculated by Cyferd Sports based on (written) information provided by Customer to Cyferd Sports and the (written) factors, assumptions and rationale set by or approved by Cyferd Sports that underpins and supports the same and as the same may be amended from time in accordance with the **App Usage Fees Policy**.
"Cyferd"	**Cyferd Inc.**, a corporation incorporated and registered in Delaware, USA.
"Cyferd App"	means: (i) an App created by or on behalf of Cyferd (whether as Professional Services, made available generally, made available to purchase and/or otherwise) and whether or not for Customer and/or any other Cyferd customers. In this regard: (A) if there exists a Contract in respect of the creation of/the making available or sale of the same and such Contract expressly provides that the Intellectual Property Rights in respect of the same belong to/ shall remain vested in Cyferd (and/or its relevant licensor) or such Contract is silent in respect of the ownership/ retention of Intellectual Property Rights in respect of the same then such App will be deemed to be a Cyferd App; and (B) where there is no such separate Contract in respect of the creation of/the making available or sale of the same then such App will be deemed to be a Cyferd App; or (ii) a Cyferd Sports App.

"Cyferd App Customization"	means: (i) a Cyferd App to that extent; (ii) any general modification, customization, maintenance and/or update of or to a Cyferd App by or on behalf of Cyferd; (iii) any modification, customization, maintenance and/or update of or to a Cyferd App or any other App (including any Non-Cyferd App) by or on behalf of Cyferd (as Professional Services or otherwise) for Customer and/or any other Cyferd customers; (iv) (to the extent not provided for in (i) to (iii) (inclusive)) in respect of any App, the extent to which the Platform (including any Features) and its underlying technology and software (whether for or on behalf of Cyferd, Customer, any other Cyferd customer, any applicable Cyferd Partner or any other applicable person or entity): (A) creates that App; and/or (B) carries out, performs or executes any modification, customization, maintenance and/or update to that App. In this regard: (a) if there exists a Contract in respect of the (ii), (iii) and/or (iv) and such Contract expressly provides that the Intellectual Property Rights in respect of the subject matter of (ii), (iii) and/or (iv) belong to/ shall remain vested in Cyferd (and/or its relevant licensor) or such Contract is silent in respect of the ownership/ retention of Intellectual Property Rights in respect of the same then the subject matter of (ii), (iii) and/or (iv) as applicable will be deemed to be a Cyferd App Customization; and (b) where there is no such separate Contract in respect of (ii), (iii) or (iv) then the subject matter of the same will be deemed to be a Cyferd App Customization; or (v) a Cyferd Sports App Customization.
"Cyferd Component"	means: (i) a pre-existing or general purpose asset (a view, flow, collection or integrations) created by or on behalf of Cyferd for use in multiple Apps (whether or not any such App is a Customer App Customization, a Cyferd App or a Cyferd App Customization) together with any applicable user and support documentation and guides to the extent they relate to such asset; or (ii) a Cyferd Sports Component. Cyferd Components are Cyferd Materials.
"Cyferd customer" or "Cyferd's customer"	means any customer of Cyferd for the Platform from time to time.
"Cyferd Materials"	means all of the Materials provided or made available by or on behalf of Cyferd Sports and/or Cyferd but excluding all Customer Data and all Non-Cyferd Materials.
"Cyferd Partner"	any member of the Cyferd partner network appointed by Cyferd (including Cyferd Sports) and/or a Cyferd Sports Partner.
"Cyferd Sports App"	means an App created by or on behalf of Cyferd Sports (whether as Professional Services, made available generally, made available to purchase and/or otherwise) and whether or not for Customer or any other Cyferd Sports/ Cyferd customers. In this regard: (i) if there exists a Contract in respect of the creation of/the making available or sale of the same and such Contract expressly provides that the Intellectual Property Rights in respect of the same belong to/ shall remain vested in Cyferd Sports (and/or its relevant licensor) or such Contract is silent in respect of the ownership/ retention of Intellectual Property Rights in respect of the same then such App will be deemed to be a Cyferd Sports App; and (ii) where there is no such separate Contract in respect of the creation of/the making available or sale of the same then such App will be deemed to be a Cyferd Sports App.
"Cyferd Sports App Customization"	means: (i) a Cyferd Sports App to that extent; (ii) any general modification, customization, maintenance and/or update of or to a Cyferd Sports App by or on behalf of Cyferd Sports; or (iii) any modification, customization, maintenance and/or update of or to a Cyferd Sports App or any other App (including any Non-Cyferd App but not including any other Cyferd App) by or on behalf of Cyferd Sports (as Professional Services or otherwise) for Customer and/or any other Cyferd Sports/ Cyferd customers. In this regard: (A) if there exists a Contract in respect of (ii) and/or (iii) and such Contract expressly

	provides that the Intellectual Property Rights in respect of the subject matter of (ii) and/or (iii) belong to/ shall remain vested in Cyferd Sports (and/or its relevant licensor) or such Contract is silent in respect of the ownership/ retention of Intellectual Property Rights in respect of the same then the subject matter of (ii) and/or (iii) as applicable will be deemed to be a Cyferd Sports App Customization; and (B) where there is no such separate Contract in respect of (ii) or (iii) then the subject matter of the same will be deemed to be a Cyferd Sports App Customization.
"Cyferd Sports Component"	means a pre-existing or general purpose asset (a view, flow, collection or integrations) created by or on behalf of Cyferd Sports for use in multiple Apps (whether or not any such App is a Customer App Customization, a Cyferd App or a Cyferd App Customization) together with any applicable user and support documentation and guides to the extent they relate to such asset.
"Cyferd Sports customer" or "Cyferd Sports' customer"	means any customer of Cyferd Sports for the Platform from time to time (including Customer). With Cyferd customer, "**Cyferd Sports'/ Cyferd's customer**" and "**Cyferd Sports/ Cyferd customer**" shall be construed accordingly.
"Cyferd Sports Indemnitee"	as defined in Section 8.1 of the Agreement.
"Cyferd Sports Partner"	any member of the Cyferd Sports partner network appointed by Cyferd Sports.
"Cyferd Sports Policies"	means the applicable policies and other and documents of Cyferd Sports which are set out at https://cyferdsports.com/legal/ which apply to Enterprise and which are designated by or on behalf of Cyferd Sports as a '*Cyferd Sports Policy*' (each a "**Cyferd Sports Policy**").
"Database Services"	as defined in Section 3.3 of the Agreement.
"Data Protection Agreement"	the '**Cyferd Sports – Data Protection Agreement**' (https://cyferdsports.com/legal/) (being a Cyferd Sports Policy) as the same is amended from time to time.
"Data Protection Laws"	has the meaning set forth in the Data Protection Agreement.
"Developer License"	means a Purchased Item ordered by Customer giving the right for Customer for the applicable Order Term to build App(s) and/or modify, customize, maintain and/or update App(s) subject to, at all times, the **Developer License Policy**, the Documentation, the other applicable terms of the Agreement and the applicable Order Form.
"Developer License Fees"	means the aggregate annual subscription fee payable by Customer as stated/provided for in the applicable Order Form for the Developer License specified in that Order Form for each year of the applicable Initial Order Term and/or for each year of any applicable Extension Order Term (as the case may be). Where the Order Form is for more than one Developer License this could be on an aggregate or per Developer License basis in the Order Form.
"Developer License Policy"	the '**Cyferd Sports – Developer License Policy**' (https://cyferdsports.com/legal/) (being a Cyferd Sports Policy) as the same is amended from time to time.
"Disclosing Party"	as defined in Section 5.1 of the Agreement.
"Documentation"	means the then current user and support documentation and guides (in whatever form) for, as applicable, the Platform and/or any other Purchased Item(s) as the same is amended from time to time by Cyferd and which is made available by Cyferd. Documentation is available upon the request of Customer at any time.
"Dollars" and "$"	means the lawful currency of the United States of America.

"Effective Date"	as defined in the first paragraph of the Agreement.
"Enterprise"	means '*Contract type*' to which the Agreement and each Order Form relates (and each Order Form will refer to '*Enterprise*' as being the '*Contract type*' in this regard) and "**Enterprise Agreements**" means all Enterprise agreements (being the equivalent of the Agreement) Cyferd Sports/ Cyferd is a party to, and "**Enterprise Agreement**" shall be construed accordingly. "**Enterprise Customer**" means a Cyferd Sports customer/ Cyferd customer who is party to an Enterprise Agreement and "**Enterprise Customers**" shall be construed accordingly.
"euro", "€" and "EUR"	means the lawful single currency of the applicable participating member states of the European Union.
"Exclusions"	means: (i) Scheduled Maintenance; (ii) a Force Majeure event; (iii) emergency maintenance (provided that Cyferd Sports shall, to the extent possible, give Customer notice of any emergency maintenance as soon as reasonably practicable); (iv) Customer's failure to perform Customer Obligations; (v) anything that is both outside of the Platform Perimeter and outside of Cyferd Sports'/ Cyferd's control which may include: (A) any third party hardware, software or services used by Customer; and (B) interruption of Customer's internet connectivity; (vi) use of the Platform for the purpose of a POC Trial; (vii) Non-Cyferd Products/ Services; and/or (viii) and Customer App Customization.
"Extension Order Term"	as defined in Section 9.1 of the Agreement.
"Feature"	means a particular/specific feature of the Platform that is not an App, but which is embedded into the Platform. Certain Features can or will be made available to Customer as part of its general access to and use of the Platform. Certain Features can or will be Premium Features and access to and use of the same will need to be purchased by Customer separately for the applicable Premium Fees.
"Feedback"	means any feedback and suggestions for improvement relating to or in connection with the Platform, any Cyferd Apps, any Cyferd App Customizations, Features, any Cyferd Components, any of the On-Prem Components and/or any other Purchased Item(s).
"Fees"	(in respect of an Order) all and any Platform Fees, App Usage Fees, Premium Fees, Developer License Fees and any other specified fees, costs and/or expenses collectively provided for in the applicable Order Form and any other relevant document referred to therein.
"Force Majeure"	means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under the Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to the transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet.
"Hosting Services"	as defined in Section 3.2 of the Agreement.
"Indemnification Notice"	as defined in Section 8.3 of the Agreement.
"Indemnified Party"	as defined in Section 8.3 of the Agreement.
"Indemnifying Party"	as defined in Section 8.3 of the Agreement.
"Initial Order Term"	as defined in Section 9.1 of the Agreement. In respect of the first Order which contains a subscription for a Production Tenancy, this cannot be less than 12 (twelve) months beginning with the applicable Commencement Date and will be extended in multiples of 12 (twelve) month periods.

"Integration"	means the record that is created and securely managed in a Tenancy that provides the access details for a connection to an external source system.
"Intellectual Property Rights"	means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including rights in and to: copyright, rights relating to copyright such as moral rights and performers rights and works of authorship (whether copyrightable or not), rights in data and databases, patents, patent disclosures, rights in inventions (whether patentable or not), rights in confidential information, know-how, trade secrets, trade marks, trade names, trade dress, geographical indications, service marks, design right, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, database rights, databases, data exclusivity rights, utility models, chip topography rights, mask works, domain names, rights in computer programs or software, the right to sue for infringement, unfair competition and passing off and all similar or equivalent rights of whatever nature, any other intellectual property rights in each case: (i) whether registered or unregistered; (ii) including all registrations and applications for any of the foregoing rights; (iii) including all renewals and extensions of such rights or applications; (iv) whether vested, contingent or created in the future; and (v) wherever existing.
"iOS App"	means the software packaged for Authorized Users to install onto their mobile device from the '*App store*' to access Tenancy(ies) they are authorized to access and use. The iOS App is designed to offer a native experience on a mobile device operating the iOS/Apple operating system.
"List of Sub-Processors"	the '**Cyferd Sports – List of Sub-Processors**' (https://cyferdsports.com/legal/) containing a list of Cyferd Sports' Sub-Processors as the same is amended from time to time.
"Losses"	means all losses, liabilities, compensation, reasonably and properly incurred costs, charges and expenses, actions, proceedings, claims and demands (including but not limited to any interest, penalties and reasonably and properly incurred legal and professional costs and expenses).
"Malicious Code"	virus, worm, Trojan Horse, security vulnerability, malicious code or other harmful materials.
"Materials"	means all services, data, information, content, Intellectual Property Rights, websites, software, personnel and other materials provided in connection with the Platform, the On-Prem Components and any other Purchased Item(s) but excluding all Customer Data.
"Mobile App"	means the Android App or the iOS App and "**Mobile Apps**" shall be construed accordingly.
"month"	means a calendar (based on the Gregorian calendar) month and "**months**" and "**monthly**" shall be construed accordingly.
"Non-Cyferd App"	means an App which is not a Cyferd App, and "**Non-Cyferd Apps**" shall be construed accordingly.
"Non-Cyferd Materials"	means Materials provided, controlled or owned by or on behalf of a third-party (but, for clarity, excluding Cyferd Materials) and all other Materials expressly identified as '*Non-Cyferd Materials*' in the Agreement, any Order Form and/or the Documentation.
"Non-Cyferd Products/Services"	means products or services not provided by or on behalf of Cyferd Sports and/or Cyferd.

"Non-Production Tenancy"	means a Tenancy for Customer's use in a non-production or 'test' environment. For example, this could be for development use (for the creation, modification, customization, maintenance and/or updating of Apps) and/or for testing (of Apps).
"On-Prem Components"	as defined in Section 1.1(b) of the Agreement.
"Open Source Software"	means any software subject to a version of the General Public License, together with any other 'open source' software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the Effective Date or the applicable Commencement Date and any 'free software' as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the Effective Date or the applicable Commencement Date.
"Order"	means the order being the subject matter of an Order Form and "**Ordered**" and "**Orders**" shall be construed accordingly.
"Order Form"	means an order form entered into between Cyferd Sports and Customer (relating to Enterprise) for Customer's access to and use of the Platform, any applicable Tenancy(ies) and/or any other applicable Purchased Item(s). Where and to the extent such order form contains other products and services (including Professional Services/similar services) it shall not form part of the Agreement or the Order Form.
"Order Term"	as defined in Section 9.1 of the Agreement.
"PaaS"	as defined in the definition of '*Platform*' in this Document.
"Permitted Purpose"	means use solely for Customer's internal business operations in accordance with the applicable Documentation and the Agreement. Permitted Purpose expressly excludes anything that would cause Customer to be in breach of the Agreement.
"person"	includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
"Personal Data"	has the meaning set forth in the Data Protection Agreement.
"Platform"	means the cloud-native 'Platform as a Service' **"PaaS"** known as '*Cyferd*' providing agile '*Digital Transformation*' solutions.
"Platform Fees"	means the subscription fees payable by Customer as stated/provided for in the applicable Order Form for access to and use of the Platform via the Tenancy(ies) specified in that Order Form for each year of the applicable Initial Order Term and/or for each year of any applicable Extension Order Term (as the case may be). Where the Order Form is for more than one Tenancy this could be on an aggregate or per Tenancy basis in the Order Form.
"Platform Perimeter"	the boundaries of the Platform within which Cyferd has responsibility to Cyferd Sports to provide access to and use of the Platform via the Tenancy(ies).
"Platform Update"	as defined in Section 2.6 of the Agreement.
"POC Trial"	means a 'proof of concept' trial or 'pilot' being time-bound access to a dedicated Cyferd Sports operated tenancy for the purposes of evaluating the Platform's features and functionality.
"Premium Feature"	means a Feature that is not generally made available free of charge but is generally only made available for additional payment on a subscription basis.
"Premium Fees"	means fees payable by Customer for Ordered Premium Feature(s) and/or Premium Subscription(s).

"Premium Subscription"	means a subscription or the like that is or will be available for (an) additional payment(s) on a subscription basis
"Production Tenancy"	means a Tenancy for Customer's main use in a live production environment.
"Professional Services"	means professional services relating to or in connection with the Platform, for example (but not limited to): (i) requirements gathering; (ii) planning and design; (iii) App development (including data model, custom views, custom forms, flows, App security); (iv) platform configuration (including authentication, managing users and devices, importing and mapping data from existing systems, third party system integration, overall platform administration); (v) health checks and best practices; (vi) custom training; (vii) project management; (viii) development services, (ix) quality assurance and testing; (x) documentation; (xi) post 'Go-live' support; (xii) general training; and (xiv) any other services designated by Cyferd Sports as '*Professional Services*' from time to time. Professional Services do not form part of or fall within the scope of the Agreement or the Services.
"Purchased Item"	means a product and/or service being the subject matter of an Order Form (but not including any products and/or services referred to in the Agreement, any Order Form and/or this Document as not forming part of or being governed by the Agreement or the Order Form). Purchased Items can include access to and use of the Platform via a Tenancy, any Premium Features, any Premium Subscriptions, a Developer License and App Usage.
"Receiving Party"	as defined in Section 5.1 of the Agreement.
"Relevant Items"	as defined in Section 2.1(a) of the Agreement.
"Relevant Matters"	as defined in Section 8.2 of the Agreement.
"Remote Agent"	(if and to the extent required) means the on-premises software application that enables Customer to connect its on-premise systems and databases to its Tenancy(ies).
"Scheduled Maintenance"	scheduled maintenance of the Platform and/or the Platform Perimeter (or any part of it).
"Services"	means, collectively, the Standard Support Services, the Hosting Services and the Database Services. For clarity, Services do not include Professional Services.
"Standard Support Services"	as defined in Section 3.1 of the Agreement.
"Sterling" and "£"	means the lawful currency of the United Kingdom.
"Sub-Processors"	as defined in Section 3.2 of the Agreement.
"Taxes"	as defined in Section 4.3 of the Agreement.
"Tenancy"	means a unique account of the Platform created by Cyferd Sports for Customer that: (a) has its own URL; (b) enables Customer to access and use the Platform; and (c) is logically segregated from all other tenancy(ies). For the avoidance of doubt a Tenancy is not a separate stand-alone instance but still part of a multi tenancy cloud environment.
"tenancies"	means all unique accounts of the Platform created by Cyferd Sports/ Cyferd for use by Cyferd Sports customers/ Cyferd customers, for use by Cyferd Sports/ Cyferd itself and/or for use by Cyferd Partners (including all Tenancies) from time to time. Each tenancy: (a) has its own URL; (b) enables the applicable person to access and use the Platform; and (c) is logically segregated from all other tenancy(ies). For the avoidance of doubt a tenancy is not a separate stand-alone instance but still part of a multi tenancy cloud environment. A Tenancy is also a tenancy.

"Term"	as defined in Section 9.1 of the Agreement.
"Third-Party Technology"	as defined in Section 1.5 of the Agreement.
"Ticket"	as defined in Section 3.1 of the Agreement.
"Transmit", "Transmitted", "Transmitting"	as defined in Section 2.3(a) of the Agreement.
"Update"	as defined in Section 10.2 of the Agreement.
"Update Notification"	as defined in Section 10.2 of the Agreement.
"Uptime Percentage"	as defined in Section 3.2 of the Agreement.
"VAT"	means any value added tax or sales tax or other tax of a similar nature.
"year"	means a period of 12 (twelve) months and "**years**", "**annual**", "**yearly**" and "**annually**" shall be construed accordingly and "**calendar year**" shall mean a year beginning with and including 1 January.