

## Schedule 1 – Definitions applicable to the GTCs

1. *“Contractual Services”* means the services to be performed by BELLIN in accordance with the proposal, the GTCs and the accompanying schedules, including such services, tasks and responsibilities which are not expressly specified, but which are necessary for the proper execution and performance of the contractual services.
2. *“Intellectual Property Rights”* means any patent, copyright, trademark, or trade secret right and any other intellectual *property* or proprietary right in any jurisdiction, including any and all applications, registrations and rights of registration, reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions with respect thereto, any causes of action related to any violation, infringement or misappropriation thereof, and any income, royalties, damages and payments due or payable with respect thereto.
3. *“Parties”* means BELLIN and customer.
4. *“Personal Data”* means information that BELLIN receives from customer or collects on customer’s behalf, or that Subcontractors receive from BELLIN or collect on BELLIN’s behalf, that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household.
5. *“Process”* (in all its forms) means any operation or set of operations that is performed on Personal Data, including storage, disclosure, erasure, and destruction.
6. *“Release”* means a new program version of the BELLIN Software that contains new features. The Release may also contain corrected features.
7. *“Sell”* (in all its forms) means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an individual’s Personal Data to another business or a third party for monetary or other valuable consideration.
8. *“Service Level Agreement (SLA) for SaaS Service”* means the performance requirements set out in **Schedule 3** which define the nature and scope of the Contractual Services in terms of location, timing, quality and quantity.
9. *“Software”* means the tm5 treasury management system software created and sold by BELLIN.
10. *“Staff”* comprises any staff used by BELLIN to perform the Contractual Services.
11. *“Subcontractor”* means any party which assists BELLIN in fulfilling its obligations and which is not in an employment relationship with BELLIN.
12. *“Third Party”* means any natural or legal person or any other organization which is not a Party to the contract.
13. *“Update”* means a new program version of the BELLIN Software that contains corrected features but no new features.
14. *“Work Product”* means any results of the services performed by BELLIN to which proprietary rights can be assigned such as documentation, electronic presentations, other written items or customer-specific modifications of the Software.