

1. Interpretation

The definitions and rules of interpretation in this condition apply in these terms and conditions.

1.1 Definitions:

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors (**Representatives**) to the other party and that party's Representatives in connection with this agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Contract: Customer's purchase of relevant Subscription Plan.

Customer: the person, firm or company who purchases Services from the Supplier.

Customer's Users: the Customer's end users having access to Supplier's service request platform to request Projects.

Deliverables: all products and materials developed by the Supplier in relation to the Project in any media, including computer programs, data, diagrams, reports and specifications (including drafts).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Project: Deliverables requested by Customer's User's via Supplier's service request platform.

Services: production of Deliverables by the Supplier under the Contract.

Subscription Plan: recurring subscription purchase by Customer via relevant subscription process, entitling Customer's Users to access Supplier's service request platform to request Projects. Subscription Plan include a specific number of credits that can be used to request Projects.

Supplier: CONTENTPREP S.L. located in Madrid (Spain) ("eContentPrep").

Supplier's Project Manager: the Supplier's manager for the Project, appointed in accordance with condition 4.2.

- 1.2 Condition, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to **writing** or **written** includes email.
- 1.9 References to conditions and Schedules are to the conditions and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Application of conditions

- 2.1 These conditions shall:
 - (a) apply to and be incorporated in the Contract; and
 - (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Project, or implied by law, trade custom, practice or course of dealing.
- 2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

3. Effect of purchase of Subscription Plan

- 3.1 The Customer's purchase of Subscription Plan establishes a contract for the supply and purchase of Services on these conditions.

4. Supplier's obligations

- 4.1 The Supplier shall use reasonable endeavours to manage and complete the Project, and to deliver the Deliverables to the Customer, in accordance with all material respects with the Project.
- 4.2 The Supplier shall appoint the Supplier's Project Manager who shall have authority to contractually bind the Supplier on all matters relating to the Project. The Supplier shall use reasonable endeavours to ensure that the same person acts as the Supplier's Project Manager throughout the Project, but may replace that person from time to time where reasonably necessary in the interests of the Supplier's business.

5. Customer's obligations

- 5.1 The Customer shall:
- (a) Designate Customer's Users, who shall have the authority to contractually bind the Customer on matters relating to the Project, in particular the utilization of credits of relevant Subscription Plans, and purchase of additional credits on-demand;
 - (b) co-operate with the Supplier in all matters relating to the Project; and
 - (c) provide in a timely manner information as the Supplier may request, and ensure that such information is accurate in all material respects; and
- 5.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, subcontractors or employees, the Customer shall in all circumstances be liable to pay to the Supplier on demand all reasonable costs, charges or losses sustained or incurred by it, subject to the Supplier confirming such costs, charges and losses to the Customer in writing. Such losses shall include, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere.
- 5.3 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee or subcontractor of the Supplier. The Customer shall not be in breach of this condition 5.3 if

it hires an employee or subcontractor of the Supplier as a result of a recruitment campaign not specifically targeted to any employees or subcontractors of the Supplier.

- 5.4 Any consent given by the Supplier in accordance with condition 5.3 shall be subject to the Customer paying to the Supplier on demand a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Customer to such employee or subcontractor.

6. Subscription and payment

- 6.1 Services are to be provided on a Subscription Plan basis. Each Subscription Plan includes a set amount of credits that are allocated to Customer upon subscription. If Customer exhaust Subscription Plan allocated credits in a particular month, Customer has the option to purchase additional credits on-demand. Credits can be used by Customer's Users in Projects. Credits are deducted based on Customer's Users' usage.
- 6.2 Customer agrees to pay the applicable fees as outlined in the relevant Subscription Plan. Payment terms, including billing cycle and methods, will be specified during the subscription process.
- 6.3 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date the Supplier may suspend all Services until payment has been made in full.
- 6.4 All payments payable to the Supplier under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 6.5 All amounts due under this agreement shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

7. Intellectual Property Rights

- 7.1 All Intellectual Property Rights and all other rights in the Deliverables shall be owned by the Supplier. The Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, non-transferable and worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services as is envisaged by the parties. If the Supplier terminates the Contract under condition 12.2, this licence will automatically terminate.

8. Confidentiality

- 8.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 8.2 Each party shall hold the other's Confidential Information in strict confidence, not use the other's Confidential Information for any purpose other than the implementation of this agreement and, subject to condition 8.4 and condition 8.5, not make the other's Confidential Information available to any third party.
- 8.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its Representatives in violation of the terms of this agreement.
- 8.4 A party may disclose the Confidential Information of the other party to such of the disclosing party's Representatives as need to know it for the purpose of discharging the disclosing party's obligations under this agreement, provided that such Representatives are subject to obligations of confidentiality corresponding to those which bind the disclosing party.
- 8.5 A party may disclose Confidential Information of the other party to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction. To the extent it is legally permitted to do so, the disclosing party shall give the other party as much notice of such disclosure as possible. Where notice of disclosure is not prohibited and is given in accordance with this condition 8.4, the disclosing party shall take into account the reasonable requests of the other party in relation to the content of such disclosure.
- 8.6 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer shall at all times be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

8.7 The above provision of this condition 8.6 shall survive termination of the Contract, however arising.

9. Publicity

9.1 Customer and Supplier may not issue press releases or other public communications regarding the Parties' relationship created by this Contract or the Services without express prior consent. Customer grants Supplier permission to use Customer's logo and/or name on Supplier's website(s), sales presentations, for marketing purposes and promotional materials, and to identify Customer as a client of the Services in response to requests for information and responses to proposals. All other uses of Customer's name, logo, trademarks, trade dress or other proprietary identifying symbols will be subject to Customer express prior consent.

10. Limitation of liability

10.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

- (a) any breach of the Contract however arising;
- (b) any use made by the Customer of the Services, the Projects, the Deliverables or any part of them; and
- (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the greatest extent permitted by law, excluded from the Contract.

10.3 Customer expressly agree that use of the Deliverables is at Customer's sole risk. Supplier, its other affiliates nor any of their respective employees, agents, third party content providers, third-party service providers or licensors do not warrant that use of the Deliverables will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the Deliverables, nor as to the accuracy, reliability or content of any information, service, or merchandise provided through the Deliverables.

10.4 Deliverables are provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to these terms.

- 10.5 To the fullest extent permissible by applicable law, in no event shall Supplier, or its future parent or affiliated companies, be liable to you for any personal injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, work stoppage, computer and/or device or technology failure or malfunction or for any form of direct or indirect, special, incidental, consequential, exemplary or punitive damages based on any causes of action arising out of use of the Deliverables or any alleged failure of performance, error, omission, interruption, deletion, defect, or delay in service, operation, or transmission of the Deliverables, or any alleged computer virus, communication line failure, theft or destruction of property, and/or unauthorized access to, alteration of, or use of or posting of any record, content, or technology, pertaining to or on the Deliverables.
- 10.6 Customer agrees that this limitation of liability applies whether such allegations are for breach of contract, tortious behaviour, negligence, or fall under any other cause of action, regardless of the basis upon which liability is claimed and even if Supplier or future parent or affiliated companies have been advised of the possibility of such loss or damage. Without limiting the generality of the foregoing, Customer also specifically acknowledge that Supplier or future parent or affiliated companies are not liable for any actual or alleged defamatory, offensive, or illegal conduct of other users of the Deliverables or any other third parties.
- 10.7 Supplier's total liability in contract, tort (including negligence or breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of Customer's 1 month Subscription Plan charge.

11. Term and renewal

- 11.1 Customer's initial subscription term will be specified in Subscription Plan. Unless otherwise specified in Subscription Plan, Subscription Plan will automatically renew for the shorter of the subscription term, or one year.

12. Termination

- 12.1 Customer may terminate the Subscription Plan before the end of the subscription term. Upon cancellation, any unused credits allocated to Customer's Subscription Plan will be forfeited. No refunds will be provided for any unused credits.
- 12.2 Supplier reserves the right to suspend or terminate the Contract at any time without prior notice or liability, for any reason, including but not limited to a breach of these terms and conditions.

12.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

12.4 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

13. Force majeure

13.1 The Supplier shall not in any circumstances have any liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation:

- (a) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party);
- (b) failure of a utility service or transport network;
- (c) act of God, war, riot or civil commotion;
- (d) malicious damage;
- (e) compliance with any law or governmental order, rule, regulation or direction; and
- (f) accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14. Waiver

14.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. Rights and remedies

15.1 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Severance

- 16.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 16.2 If any provision or part-provision of this agreement is deemed deleted under condition 14.1, the parties shall negotiate in good faith to amend such provision so that, to the greatest extent possible, the amended provision achieves the intended commercial result of the original provision.

17. Entire agreement

- 17.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party acknowledges that, in entering into this agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

18. Assignment

- 18.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 18.2 The Supplier may at any time assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

19. No partnership or agency

- 19.1 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. Governing law

20.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of where the Supplier is based.

21. Jurisdiction

21.1 Each party irrevocably agrees that the courts of the country where the Supplier is based shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).