

## SPECIFIC CONDITIONS P9 – THIRD PARTY ONLINE UC CONTENT GURU SERVICES

These Specific Conditions govern the Third Party Online UC Content Guru Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “**Conditions**”), Specific Conditions P1 – UC Services (“**Specific Conditions P1**”) and Specific Conditions X3 – Standard Operational Services (“**Specific Conditions X3**”), which shall be deemed to be incorporated into the Contract for the performance of any Third Party Online UC Content Guru Services provided under these Specific Conditions.

In the event of any conflict between these Specific Conditions, the Conditions, Specific Conditions P1, or Specific Conditions X3, these Specific Conditions shall take precedence for the purposes of the Third Party Online UC Content Guru Services only.

### 1 DEFINITIONS

1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Acceptance Criteria”                         | means as defined in paragraph 5.1;                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| “Bar” “Barring” and “Barred”                  | means the act of barring the Customer from making or receiving certain services on the UC Applications;                                                                                                                                                                                                                                                                                                                                                                                                |
| “CLI”                                         | means caller line identification, which is a facility that provides information to the recipient of a telephone call about the party making the call and consists of the caller’s line identity along with a privacy marking, which indicates whether the number can be shared with the recipient of the call;                                                                                                                                                                                         |
| “CLI Network Number”                          | means a telephone number that unambiguously identifies the line identity of the fixed access ingress to the public electronic communications network, i.e. it identifies the point of ingress for a call into the network;                                                                                                                                                                                                                                                                             |
| “CLI Presentation Number”                     | means the telephone number that is displayed to the call recipient representing the identity of the caller, which can identify the individual making the call or the organisation that the individual is representing, for example where the individual caller is making a call from a line behind a PBX and/or is a number that can be used by the call recipient to make a return or subsequent call, but which may not necessarily identify the line identity of the geographic source of the call; |
| “Third Party Online UC Content Guru Services” | means the Services to be provided by the Company to the Customer in accordance with these Specific Conditions, as specified in an Order Form;                                                                                                                                                                                                                                                                                                                                                          |
| “EULA”                                        | means the End User License Agreement as set out at Schedule 1 to these Specific Conditions;                                                                                                                                                                                                                                                                                                                                                                                                            |
| “Kick Off Meeting”                            | means as defined in paragraph 5.1;                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| “Mass Call Event”                             | means the lesser of: (i) 4000 (four thousand) call attempts in a 15 (fifteen) minute period, or (ii) a number of calls, or attempted calls that exceeds, or is likely to exceed 50% (fifty percent) capacity of the Customer’s capacity, or the Company’s tenanted partition of the UC Application;                                                                                                                                                                                                    |
| “Notice”                                      | means as defined in paragraph 7.6;                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| “Outbound Services”                           | means the Outbound Services provided by the Company under these Specific Conditions and as set out in the Order Form, which may include outbound lines or calls;                                                                                                                                                                                                                                                                                                                                       |
| “PBX”                                         | means private branch exchange, being the Customer’s internal private telephone exchange or switching system (if applicable) that performs the concentration of central office lines (or trunks) to provide intercommunication between a large number of telephone stations within the Customer’s organisation;                                                                                                                                                                                         |
| “Rate Card”                                   | means the tariff of Charges as referred to in the Order Form which may be updated by the Company from time to time;                                                                                                                                                                                                                                                                                                                                                                                    |
| “SMS”                                         | means short message service;                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| “Transactional Charges”                       | means any transactional costs incurred by the Company, the Customer or the Customer’s users, agents or contractors in respect of the Third Party Online UC Content Guru Services that are charged to the Company, including but not limited to charges for inbound or outbound calls, SMS and/or any other usage charges;                                                                                                                                                                              |
| “User Acceptance Testing”                     | means as defined in paragraph 5.3; and                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| “UAT Signoff”                                 | means as defined in paragraph 5.3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

1.2 All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the Conditions, Specific Conditions P1 or Specific Conditions X3.

### 2 COMMENCEMENT DATE AND MINIMUM TERM

- 2.1 The Commencement Date of the Third Party Online UC Content Guru Services shall be the date specified as such in the Order Form or, if no date is specified, from the earlier of:
- 2.1.1 the date of UAT Signoff by the Customer; or
  - 2.1.2 the expiry of 10 (ten) Business Days from the date the Third Party Online UC Content Guru Services are made available to the Customer.
- 2.2 The Minimum Term for the Third Party Online UC Content Guru Services shall be as set out in the Order Form, or if no Minimum Term is specified, 36 (thirty six) calendar months from and including the Commencement Date.

### 3 LICENCE

3.1 The Customer shall comply at all times with the terms of the EULA, and shall procure that all End Users comply with the terms of the EULA.

### 4 CHARGES

4.1 The Transactional Charges shall be as set out in the Rate Card, or if the Transactional Charges are not specified, the Customer shall be invoiced for the Transactional Charges at the same rate at which the Company is charged for them by the Vendor.

4.2 The Transactional Charges will be invoiced monthly in arrears.

4.3 The Customer is responsible for all Transactional Charges including but not limited to those incurred as a result of fraudulent or unauthorised use of the Third Party Online UC Content Guru Services by its End Users and/or any third party (save that the Customer shall not be responsible for fraudulent and/or unauthorised use by the Company or its employees).

## 5 USER ACCEPTANCE TESTING

5.1 On or after the Commencement Date, the Customer Representatives will meet with the Company in person or remotely (at the Company's option) to agree the acceptance criterion for the User Acceptance Testing (the "**Acceptance Criteria**") and will agree a suitable timeframe for the delivery of the Third Party Online UC Content Guru Services ("**Kick Off Meeting**").

5.2 If within 5 (five) Business Days of the Kick Off Meeting the Parties cannot agree suitable Acceptance Criteria, and/or a suitable timeframe and plan for the delivery of the Third Party Online UC Content Guru Services, the Company may: (i) acting reasonably, prepare a suitable Acceptance Criteria and delivery timeframe, and the Customer shall accept the same, or (ii) by notice in writing to the Customer, terminate the Contract without any liability to the Customer.

5.3 Upon delivery of the Third Party Online UC Content Guru Services, the Customer shall within 2 (two) Business Days perform User Acceptance Testing in accordance with the Acceptance Criteria and shall notify the Company immediately of any material faults that may be discovered ("**User Acceptance Testing**"). If any fault is notified to the Company and accepted by the Company, the Company will rectify the fault and deliver the Third Party Online UC Content Guru Services to the Customer for re-testing. Following satisfactory completion of the User Acceptance Testing, the Customer shall sign to indicate acceptance of the Third Party Online UC Content Guru Services ("**UAT Signoff**"). If within 10 (ten) Business Days of the Third Party Online UC Content Guru Services being delivered to the Customer, the Customer has not raised any material faults, the Customer shall be deemed to have accepted the Third Party Online UC Content Guru Services and satisfied the requirements for UAT Signoff.

## 6 CLI PRESENTATION

6.1 Every call made using the Outbound Services must be associated with a CLI Network Number, which identifies the source of the call. Subject to certain restrictions under Relevant Law, the Customer may select a CLI Presentation Number that is different to the CLI Network Number and/or may choose to withhold the CLI Network Number.

6.2 The Customer warrants and undertakes that where it requests a CLI Presentation Number to be allocated to the Outbound Services that it is:

- 6.2.1 a valid telephone number that is in service and can be used to make a return or subsequent call and that uniquely identifies the caller; and
- 6.2.2 one that the Customer has authority to use, either because it is a number that has been allocated to the Customer or because the Customer has been given permission to use the number by a third party who has been allocated that number

and the Customer agrees to indemnify the Company accordingly for any CLI Presentation Number requested by the Customer that does not comply with the requirements of this paragraph 6.2.

6.3 The Customer warrants and undertakes that where it requests a CLI Network Number is withheld from the recipient of the call that it is entitled to do so under Relevant Law.

6.4 The Company may suspend or withdraw the CLI Presentation Number feature without liability to the Customer on notice in writing to the Customer where:

- 6.4.1 following the configuration change the Customer fails to make at least one test call within 20 (twenty) Business Days;
- 6.4.2 the Customer reverses the configuration change;
- 6.4.3 the Customer's CLI Presentation Number is inaccurate or otherwise in breach of paragraph 6.2, Relevant Law and/or any relevant regulatory codes of practice or guidance relating to the use of CLI;
- 6.4.4 the CLI Presentation Number is connected to a revenue sharing number that generates excessive or unexpected call charges or the feature is otherwise being misused in any way;
- 6.4.5 at the request of a relevant regulator; or
- 6.4.6 where the Customer has not used the relevant Outbound Services in the previous 6 (six) months.

## 7 GENERAL

7.1 The Company (or the Vendor) reserves the right to make any modification, change, addition to or replacement of any part of the Third Party Online UC Content Guru Services at any time to make the Third Party Online UC Content Guru Services available in the normal course of running its business or otherwise to comply with Relevant Laws.

7.2 Unless otherwise stated in the Order Form, the Third Party Online UC Content Guru Services are provided with a Bar on outbound calls, or SMS transactions to non-geographic numbers, premium rate numbers, or international numbers.

7.3 The Company makes no warranty for performance levels or availability of the relevant UC Application. The Company will use its reasonable endeavours (but cannot guarantee) to provide uninterrupted access to the UC Application.

7.4 The Customer shall take such steps as may be reasonably necessary to maintain access to the UC Application and the Third Party Online UC Content Guru Services, and in particular to ensure that sufficient lines and IP connectivity, ports and other apparatus are ordered to meet all reasonably expected demand.

7.5 If at any time, for reasons outside the reasonable control of the Customer, the number of calls or attempted calls to the UC Application causes or is likely to cause congestion or other disruption to the Third Party Online UC Content Guru Services or any other user of the relevant UC Application, or otherwise compromise the availability or use of the UC Application (or any part of it), the Company may immediately suspend, Bar or restrict access to the affected part of the Third Party Online UC Content Guru Services, provided that the Company shall use reasonable endeavours to work with the Vendor to identify an alternative solution to reduce and/or limit the impact of the congestion or disruption in an effort to avoid the need to take such steps.

7.6 The Customer shall not without the Company's prior written consent, host, facilitate or hold any Mass Call Events. The Customer shall provide to the Company at least seven (7) Business Days prior written notice of its intention to hold a Mass Call Event ("**Notice**"). Following receipt of the Notice the Company may, at its complete discretion approve or reject the request. The Company shall not be liable to the extent that any disruption to the Customer's systems could reasonably have been avoided or reduced by the Vendor implementing system controls or processes which might be expected in accordance with Good Industry Practice

7.7 The Customer will allow the Company and/or the Vendor access to its premises and systems and use all reasonable endeavours to procure access to any relevant third party premises for the Customer and/or the Vendor, as may reasonably be required by the Company to enable the Company to perform its obligations under the Contract, at no cost to the Company and/or the Vendor.

7.8 The Customer agrees it shall not gain access to, or attempt to gain access to, or facilitate another to gain access to any restricted areas of the UC Application which are notified to the Customer as being restricted areas, or which the Customer ought to reasonably know are restricted areas.

7.9 The Customer shall ensure that any data stored on the UC Application is appropriately backed-up to protect it from loss or damage. The Company shall not be liable for any loss suffered by the Customer in relation to any loss to or interference with, or corruption of any information or data.

- 7.11 The Customer shall ensure that all location information (including address information, CLI information and associated site address) is up-to-date and accurate in all respects, and that all necessary equipment is configured to present CLI that correctly corresponds to the site so that the Company is able to provide accurate location information to the emergency services. The Customer shall immediately notify the Company in the event such location information changes. The Customer agrees to indemnify and hold harmless the Company from and against all costs, expenses, damages and liability (whether direct or indirect) which the Company may suffer as a result of the Customer's failure to comply with this paragraph 7.11, including where such failure results in the emergency services being dispatched to a location other than the location from which the call to 999 or 112 originated. The Customer shall ensure that End Users comply with any requirements of the Company in relation to the use of the Third Party Online UC Content Guru Services.
- 7.12 The Customer shall provide any information, access to premises and/or other co-operation reasonably required by the Company in connection with the provision of the Third Party Online UC Content Guru Services.
- 7.13 The Customer shall and shall ensure that its End Users use the Third Party Online UC Content Guru Services in accordance with Relevant Laws, codes of practice, regulations and any licence applicable to the Company, the Vendor, the Customer or the End User, as applicable.
- 7.14 The Customer shall not use and will ensure that its End Users do not use the Third Party Online UC Content Guru Services:
- 7.14.1 for transmission of material which is defamatory, offensive, abusive or of an obscene or menacing character;
  - 7.14.2 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality);
  - 7.14.3 in a manner that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
  - 7.14.4 in a manner which allows third parties to interfere with or corrupt the Third Party Online UC Content Guru Services and/or the Company's (or Vendor's) system in any way;
  - 7.14.5 in a manner which materially affect the quality of services provided by the Company or which may adversely affect the UC Platform;
  - 7.14.6 in a manner contrary to Content Guru's EULA; or
  - 7.14.7 in any other way which is in breach of Relevant Laws or any other instruction or direction of the Company.
- 7.15 The Customer shall provide the Company with reasonable (and in any event not less than 7 (seven) days) notice of any increase in End User traffic levels which may affect the End User's use of the Third Party Online UC Content Guru Services.
- 7.16 The Company may upon 3 (three) days prior written notice suspend the provision of the Third Party Online UC Content Guru Services (in whole or in part) without liability to the Customer if:
- 7.16.1 such suspension is reasonably necessary to enable the Company (or the relevant Vendor) to comply with Relevant Laws, an order, instruction or request of a legal or regulatory authority (including without limitation OFCOM); and/or
  - 7.16.2 the Company (or the relevant Vendor) needs to carry out work relating to upgrading or maintenance of the UC Application.
- 7.17 The Company shall have the right to terminate this Contract without liability to the Customer in the event that:
- 7.17.1 It is obliged to do so in order to comply with an order, instruction or direction received from Ofcom or any other competent authority to cease to facilitate or allow the provision of the Third Party Online UC Content Guru Services;
  - 7.17.2 the licence or any licence under which the Company (or the relevant Vendor) has the right to run a telecommunications system and connect it to the Company (or relevant Vendor) network is revoked, amended or otherwise ceases to be valid and has not been replaced by another licence conferring such right;
  - 7.17.3 the Customer shall be suspected of fraud or misconduct in respect of the Third Party Online UC Content Guru Services; or
  - 7.17.4 the Third Party Online UC Content Guru Services are no longer to be provided by the Company for any reason whatsoever.

## Schedule 1

Capitalised terms used in this EULA shall have the following meanings for the purposes of this EULA only:

|                |                                                            |
|----------------|------------------------------------------------------------|
| "Services"     | means the Third Party Online UC Content Guru Services; and |
| "Content Guru" | means the relevant Vendor.                                 |

**EULA**

This End User Licence Agreement ("**EULA**") is a legal agreement between you (**Licensee** or **you**) and the Company (**Licensor, Reseller, us or we**) for cloud multi-channel communication services run on the storm platform (**Services**).

You purchased access to the Services from us. We act as a duly appointed reseller partner on behalf of Content Guru. We license use of the Services to you under the terms of this EULA. We do not sell the Services to you. Content Guru remains the owner of the Services at all times.

**1. DEFINITIONS**

- 1.1 "**Affiliates**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- 1.2 "**Add-ons**" are additional features, functionalities and services.
- 1.3 "**Authorised Users**" means Licensee's named employees and representatives for whom access to the Service has been expressly granted under a Reseller Order and this EULA.
- 1.4 "**Documentation**" means any service specification(s), user guides and/or instructions as may be provided to you by Licensor under any Reseller Order or this EULA from time to time.
- 1.5 "**Licensee Data**" means any electronic data, information or material provided or submitted by or for Licensee or its Authorised Users into the Service, excluding existing content and non-Licensor Applications.
- 1.6 "**Licensee Materials**" means all documents, information, items and materials in any form, whether owned by the Licensee or a third party, which are provided by the Licensee to the Licensor in connection with the Services.
- 1.7 "**Malicious Code**" means code, files, scripts, agents or programs intended or likely to cause harm, including, for example, viruses, worms, time bombs and Trojan horses.
- 1.8 "**Non-Licensor Application**" means a web-based, mobile, offline or other software application functionality, including but not limited to open source, freeware, shareware or similar software that interoperates with the Service that is provided by Licensee or a third party.
- 1.9 "**Planned Mass Contact Event**" means four thousand (4000) or more call attempts in any fifteen (15) minute period. A Planned Mass Contact Event is any event which can be reasonably predicted for a date at least a month in advance of the event or constitutes a controlled load test which can be scheduled on an agreed date between the Parties.
- 1.10 "**Reseller Order**" means an order placed by the Licensee with the Reseller for the delivery of the Services.
- 1.11 "**Unplanned Mass Contact Event**" means any event that is not a Planned Mass Contract Event whereby an increase in traffic results in concurrent contact volumes more than doubling in terms of the number of agent or machine agent licences required versus those purchased which results in queues which significantly outweigh reasonably expected capacity.

**2. GRANT AND SCOPE OF LICENCE, MINOR CHANGES AND UPDATES**

- 2.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable, revocable licence to use the Services in the UK on the terms of this Licence for the duration of the Reseller Order or until terminated in accordance with the Reseller Order or this EULA.
- 2.2 Provided you comply with the provisions in condition 3, you may access and use the Services for the agreed purpose only and for the number of concurrent Authorised Users agreed between us. You will use the Services only in accordance with any Documentation as may be provided to you by Licensor under any Reseller Order or this Licence from time to time.
- 2.3 Licensee shall take such steps as are reasonably necessary to ensure access to the Services and in particular to ensure that sufficient lines, ports and other apparatus are ordered to meet all reasonably expected demand therefor.
- 2.4 We may update or require you to update the Services, provided that the Services shall always match the description that we provided to you before you purchased the Services under the Reseller Order.
- 2.5 You may receive and use supplementary software code or updates of the Services incorporating "patches" and corrections of bugs or errors as may be provided by the Licensor from time to time.

**3. RESTRICTIONS**

- 3.1 The Licensee and its Authorised Users shall not access or use the Services except as otherwise expressly permitted or contemplated by this EULA. For the purpose of clarity and without limiting the generality of the foregoing, Licensee and its Authorised Users shall not:
  - 3.1.1 Allow access to the Services or otherwise make any Services available to anyone other than the Licensee or Authorised Users, or use any Services for the benefit of anyone other than Licensee or its Affiliates, unless expressly stated otherwise by the Licensor in writing;
  - 3.1.2 Modify, translate, adapt, alter or create derivative works of the Services;
  - 3.1.3 Copy, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise exploit or make available the Services to any person or third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
  - 3.1.4 Bypass, breach or attempt to bypass or breach any security device or protection used by or incorporated into the Services;
  - 3.1.5 Use the Services to store or transmit infringing, libellous, malicious or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
  - 3.1.6 Input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit or activate any Malicious Code;
  - 3.1.7 Interfere with or disrupt the integrity or performance of any Services or Licensor or third-party data contained therein;
  - 3.1.8 Attempt to gain unauthorised access to any Services or its related systems or networks;
  - 3.1.9 Permit direct or indirect access to or use of any Services in a way that circumvents any contractual usage limit, or use any Services to access or use any intellectual property except as permitted under this EULA;

- 3.1.10 Frame or mirror any part of any Services other than framing on Licensee's own intranets or otherwise for its own internal business purposes;
- 3.1.11 Except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Services or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Services, (3) copy any ideas, features, functions or graphics of the Services, or (4) determine whether the Services are within the scope of any patent;
- 3.1.12 Access the Services in source code form; or
- 3.1.13 Otherwise use the Services in any unlawful manner.
- 3.2 The Licensor may monitor the Services to prevent or detect any violation of this EULA. Any violation of this Licence shall constitute a material breach of this EULA and the Reseller Order which, without limitation to its other rights and remedies under this EULA or at law, shall entitle the Licensor to immediately revoke the Licence and terminate this EULA.

#### 4. OBLIGATIONS

- 4.1 The Licensee shall take such steps as are reasonably necessary to ensure access to the Services and in particular to ensure that sufficient lines, ports and other apparatus are ordered to meet all reasonably expected demand therefor.
- 4.2 The Licensor shall have the right in its absolute discretion to suspend, bar or restrict access to the Services if at any time:
  - 4.2.1 Content Guru or Licensor is directed by Ofcom or other competent authority (whether directly or indirectly), to cease to facilitate or allow the provision of the Services; or
  - 4.2.2 the number of calls or attempted calls to the Licensee causes or is liable to cause congestion or other disruption within any part of the Licensor systems or network.
- 4.3 In the event of any Planned Mass Contact Event, the Licensee shall provide the Reseller with a minimum of 48 hours prior written notice in the manner agreed between the Licensor and Licensee from time to time.
- 4.4 Should any Unplanned Mass Contact Event transpire, we will notify you promptly in writing should the situation require corrective action(s) to be taken including, without limitation, reducing the inbound rate of contact delivery in order to protect shared elements of the Services and other customers on the network.
- 4.5 The Licensee acknowledges and accepts that the ability to make calls to the Emergency Services may be adversely affected in cases where Licensee uses the Services to make outbound calls over the internet. The Emergency Services may not receive accurate information on the location of callers, or calls may fail due to power or internet connection failures. The Licensor accepts no liability for the failure of such calls and Licensee should therefore ensure that all users are aware of these limitations and have alternative means of accessing the Emergency Services.
- 4.6 The Licensee shall ensure that (where appropriate to do so under applicable law): all location information (including address information, Caller Line Identification (CLI) and associated site address) is up-to-date and accurate in all respects; and that all necessary equipment is configured to present a CLI that correctly corresponds to the correct site so that the Licensor is able to provide accurate location information to the Emergency Services. The Licensee shall promptly update the Licensor in the event such location information changes. The Licensee accepts full responsibility for failure to comply with its obligations under this Clause 4.6 and agrees to indemnify the Licensor in full for, and save the Licensor harmless from and against, all costs, expenses, damages, liabilities and losses (whether direct or indirect) of any kind, including (without limitation) any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Licensor as a result of or whatsoever related to the Emergency Services being dispatched to a location other than the location from which the call to the Emergency Services originated as a result of the Licensor's failure to comply with its obligations under this Clause 4.6.

#### 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Licensor hereby grants the Licensee, in accordance with this EULA and during the term of the Reseller Order, a non-exclusive, non-transferrable, revocable licence to use the Services or other material provided by the Licensor to the extent necessary to access the Services.
- 5.2 The Licensee hereby grants the Licensor a fully paid-up, non-exclusive, non-transferable, royalty-free licence to access, use, copy and/or modify the Licensee Materials for the term of this EULA for the purpose of providing the Services to the Licensee.
- 5.3 All intellectual property rights belonging to a party prior to the date of the Agreement ("Pre-Existing IPR") shall remain with, and vested in, that party and shall not be assigned hereunder. Any use of either party's Pre-Existing IPR other than as expressly described in this EULA requires prior written approval from the owning party.
- 5.4 Any new intellectual property rights created under this EULA ("New IPRs") will belong to the Licensor. The Licensor will grant to the Licensee a non-exclusive, non-transferable, revocable licence to use any New IPRs for the term of the Reseller Order.
- 5.5 The Licensee hereby grants the Licensor and its respective Affiliates and assigns a non-exclusive, non-transferable, royalty-free, revocable right to use the name, any logo or trademark of the Licensee in any advertising or promotional materials, including the Licensor's (and its Affiliates and assigns) websites, related to the promotion of the Licensor's products and services, at all times subject to the Licensor obtaining the Licensee's prior written consent of such use and the proposed content.

#### 6. CUSTOMER DATA

- 6.1 Licensor will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Licensee Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorised access to or disclosure of Licensee Data (other than by Licensee or Authorised Users).
- 6.2 Licensor will process Customer Data under this EULA in accordance with applicable data protection and privacy laws, subject at all times to the Licensor's regulatory, audit and retention requirements.
- 6.3 Licensee grants Licensor, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-Licensor Applications and program code created by or for Licensee using a Service or for use by Licensee with the Services, and Licensee Data, each as appropriate for Licensor to provide and ensure proper operation of the Services and associated systems in accordance with this EULA. If Licensee chooses to use a Non-Licensor Application with the Services, Licensee grants Licensor permission to allow the Non-Licensor Application and its provider to access Licensee Data and information about Licensee's usage of the Non-Licensor Application as appropriate for the interoperability of that Non-Licensor Application with the Services. Subject to the limited licenses granted herein, Licensor acquires no right, title or interest from Licensee or its licensors under this EULA in or to any Licensee Data, Non-Licensor Application or such program code.
- 6.4 Licensee will comply with all applicable data protection and privacy laws when accessing the Services under this EULA.

#### 7. THIRD PARTY PRODUCTS

- 7.1 Licensor makes no representations, endorsements, guarantees, or warranties, express or implied, with respect to the Services or any Add-ons, including but not limited to the continuing availability of such Add-ons or the continuing ability to use and integrate the Service with such Add-ons. Licensor is not responsible for any disclosure, modification or deletion of Licensee Data caused by an Add-on or its provider. Licensor does not warrant or support Add-ons or other Non-Licensor Applications, whether or not they are designated by Licensor as "certified" or otherwise. Licensor is not responsible for any disclosure, modification or deletion of Licensee Data resulting from access by such Add-on, Non-Licensor products or services or its provider.

- 7.2 The Services may contain features designed to interoperate with Non- Licensors Applications. Licensors cannot guarantee the continued availability of such service feature(s), and may cease providing them without entitling Licensee to any refund, credit, or other compensation if, for example and without limitation, the provider of a Non-Licensors Application ceases to make the Non-Licensors Application available for interoperation with the corresponding service feature(s) in a manner acceptable to Licensors.

## 8. LIABILITY AND INDEMNIFICATION

- 8.1 Except in relation to death or personal injury caused by the negligence of the Licensors or any other liability which may not be excluded or limited at law, the Licensors shall not be liable to the Licensee for loss of profits, loss of contracts or any indirect or consequential loss arising from negligence, breach of contract or howsoever caused. The Licensors total liability under this EULA in aggregate shall be limited to the annual fees payable by the Licensee to the Reseller under the Reseller Order for the provision of the Services in accordance with this EULA.
- 8.2 Licensee will defend, indemnify, and hold Licensors harmless from and against all claims, demands, actions, suits, discovery demands, including, without limitation, third party subpoenas, government investigations or enforcement actions brought against Licensors by a third party and any damages, liabilities, losses, settlements, judgments, costs and expenses (including, without limitation, attorneys fees and costs) related thereto alleging that:
- 8.2.1 Licensee's use of any feature of the Services is in violation of Licensee's contractual, regulatory, or other legal obligations;
- 8.2.2 Licensors alleged use of any Licensee Data as permitted by this EULA infringes or misappropriates:
- (a) a third party's intellectual property rights, or
- (b) a Non-Licensors Application provided by Licensee; or
- 8.2.3 The combination of any Non-Licensors Application provided by Licensee and used with the Services, infringes or misappropriates any third party's intellectual property rights; or
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