# CONTENT CATALYST TERMS OF SERVICE

## PART A - GENERAL TERMS - INTRODUCTION

**Please read these Terms of Service carefully.**

Our Terms of Service govern our Customers' use of the various Services which Content Catalyst provides. Our Terms of Service consist of the following elements:

- **General Terms**: These contain the core legal and commercial terms that apply to your use of all our Services, including your subscription to use our core Content Catalyst Platform. The General Terms include this introductory section (Part A), as well as the terms and conditions below (Part B).

- **Glossary**: This defines and explains various terms and concepts which are used in our Terms of Service. The Glossary is set out in Part C of these General Terms below.

- **Data Processing Agreement (DPA)**: This explains how we process your personal data on your behalf and contains provisions which ensure compliance with applicable data protection laws. The DPA is published at *contentcatalyst.com/legal/data-processing-agreement/*.

- **Product Specific Terms**: These include additional terms that apply to your use of certain specific Services we offer in addition to our core Content Catalyst Platform, including any Modules you may purchase, and any Professional Services (such as Onboarding Services, Implementation Services and Consultancy Services) and Premium Support Services you may purchase. The Product Specific Terms are published at *contentcatalyst.com/legal/product-module-terms/*.

- **Your Order Form**: This is the form created and issued by Content Catalyst when you purchase any of our Services. It contains all the details of your purchase, including the Services purchased, the Subscription Term (if applicable) and the Fees you will pay

Our Terms of Service, comprising the elements described above, shall form a legally binding contract between Content Catalyst and you as a Customer for the provision of the Services which Content Catalyst provides and is referred to as our "**Agreement**".

Capitalised terms which are used in our Terms of Service, and our Agreement with you as a Customer, shall have the meaning given in the Glossary.

By placing an Order for any of the Services Content Catalyst's offers, or by using those Services, you are agreeing to our Terms of Service.

These Terms of Services shall apply to our Agreement with you, to the exclusion of any other terms that you may seek to impose or incorporate.

# PART B - GENERAL TERMS – TERMS & CONDITIONS

## 1. Subscription Services

*1.1.* Provision of Subscription Services: Subject to the Customer paying the Subscription Fees when due and complying with the terms of this Agreement, Content Catalyst hereby grants to the Customer a non-exclusive, non-transferable right to use, and to permit its Authorised Users to use, the Subscription Services and the Documentation during the Subscription Term, solely for the purpose for which they were intended, namely (with respect to the Core Platform) as a publishing platform which allows the Customer to upload Customer Content to the Customer Website and to permit Content Users to access Customer Content via the Customer Website. The Subscription Services may only be used in connection with the specific Customer Domain(s) detailed in the Order Form and must not be used in connection with the any other website or domain without the prior written consent of Content Catalyst.

*1.2.* Modules: The Subscription Services will typically include the provision of access to and use of the core Content Catalyst Platform, but may cover additional "add-on" Modules (which work in conjunction with the core Content Catalyst Platform) or stand-alone Modules (which may be used independently of the core Content Catalyst Platform). Details of any such Modules which the Customer has purchased will be detailed in the applicable Order Form. The Customer may also add new Modules to its existing Subscription for the core Content Catalyst Platform at any time during its Subscription Term, by agreement with Content Catalyst, in which case the Parties shall execute an additional or supplementary Order Form to cover that purchase. Where Modules are added to the Customer's existing Subscription for the core Content Catalyst Platform, (then unless agreed otherwise in the applicable Order Form) the Customer's Subscription to use such Modules shall be coterminous with (i.e. run for the same period as) its existing Subscription/ Subscription Term for the core Content Catalyst Platform and shall renew at the same time and on the same basis.

## 2. USAGE RIGHTS

*2.1.* Usage Rights and Limits: The Customer understands and agrees it rights to use the Subscription Services shall be subject to limits and licensing parameters as per the Usage Rights stated in the applicable Order Form(s). This may include User Limits (i.e. limits on the types and number of Users the Customer may permit to access and use the Subscription Services) and Content Limits (i.e. limits on the type and volume of Customer Content that the Customer may publish using the Subscription Services). If the Customer wishes to exceed or increase its Usage Rights, this must be agreed in advance with Content Catalyst and the Parties will then execute an additional Order Form to detail the additional Usage Rights purchased. Where additional Usage Rights are purchased then (unless agreed otherwise in the Order Form) these shall continue for the same Subscription Term and shall renew at the same time and on the same basis as the Customer's existing Subscription.

*2.2.* User Limits: In relation to Usage Rights (and specifically User Limits), the Customer undertakes and agrees as follows: (i) that the type and maximum number of Authorised Users that it authorises to access and use the Subscription Services (and the Documentation) shall not exceed the parameters and levels stated within the Usage Rights section of the applicable Order Form(s); (ii) that each Authorised User shall be required to have a unique User ID and a secure password for his/her use of the Subscription Services (and Documentation) and the Customer shall use reasonable endeavours to ensure that they are changed regularly and that each Authorised User shall keep his/her password confidential and shall not share it with any other user or person; and (iii) the Customer shall maintain a written, up to date list of all current Authorised Users and provide such list to Content Catalyst within five (5) Business Days of Content Catalyst's written request at any time.

*2.3.* Content Limits: In relation to Usage Rights (and specifically Content Limits), the Customer undertakes and agrees as follows: (i) that the type and maximum volume of Customer Content that it authorises to publish using the Subscription Services shall not exceed the parameters and levels stated within the Usage Rights section of the applicable Order Form(s); and (ii) the Customer shall maintain a written, up to date, record of all Customer Content which it has published on Subscription Services and shall provide such records to Content Catalyst within five (5) Business Days of Content Catalyst's written request at any time. The Customer shall be responsible for monitoring their use of the Subscription Services as against any applicable User Limits or Content Limits via the Admin Area.

*2.4.* Review and Audit of Usage Rights: The Customer agrees that Content Catalyst shall be entitled to regularly review and monitor the Customer's use of the Subscription Services, as against the Usage Rights and generally, by any technical or other means available to it, to ensure that Usage Rights are not being exceeded and that the Customer is complying with this Agreement ("**Review**"). The Customer also agrees that it shall permit Content Catalyst to audit the Customer's use of the Subscription Services in order to establish if the Usage Rights have been exceeded and that the Customer is complying with the Agreement ("**Audit**"), provided always that any such Audit may be conducted no more than once per quarter, at Content Catalyst's expense, and this right of Audit shall be exercised with reasonable prior notice and in such a manner as not to substantially interfere with the Customer's normal conduct of business. If any Review of Audit conducted under this clause 2.3 reveals that the Customer has exceeded its Usage Rights, or underpaid Subscription Fees to Content Catalyst, then without prejudice to Content Catalyst's other rights, Content Catalyst may invoice the Customer in respect of any such excess usage or underpayment (in accordance with Content Catalyst's then current List Prices) and the Customer agrees to pay any such invoice within ten (10) Business Days, or as directed by Content Catalyst. If any Review or Audit conducted under this clause 2.3 reveals any breach by the Customer of this Agreement (e.g. any user ID or password has been provided to any individual who is not an Authorised User), then without prejudice to Content Catalyst's other rights, the Customer shall promptly remedy such breach or permit Content Catalyst to do so.

*2.5.* Validation, Sandbox and Production Environments: The Order Form may specify that the Subscription Services are being provided in a "Validation", "Sandbox" and/ or "Production" environment. If the Customer wishes to permit Content Users to pay the Customer for access to Customer Content or otherwise make Customer Content available for commercial use ("**Commercial Use**"), the Customer must purchase Usage Rights applicable for a "Production" environment. Where the Order Form limits the Usage Rights to a "Validation" environment, the Customer is granted limited access rights to the Subscription Services and may not make Commercial Use of the Subscription Services within such an environment. Where the Order Form limits the Usage Rights to a "Sandbox" environment, the Customer is granted access to an environment which provides the ability to test developments made to the Software and the Customer may not make Commercial Use of the Subscription Services within such an environment. The Service Levels set out in clause 8 below, shall only apply in respect of Production environments and shall not apply in relation to Validation or Sandbox environments.

## 3. GENERAL RESTRICTIONS ON USE

*3.1.* Restrictions: Except as expressly permitted under this Agreement, or under mandatory provisions of applicable law (i.e. which are incapable of exclusion by agreement between the Parties) the Customer agrees that it shall not (whilst this agreement is in force or thereafter): (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Subscription Services, Software and/or Documentation (as applicable) in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Subscription Services or Software; or (iii) access all or any part of the Subscription Services, Software or Documentation in order to build a product or service which competes with the Subscription Services, Software and/or the Documentation; or (iii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Subscription Services, Software and/or Documentation available to any third party (except for the Authorised Users or as otherwise

permitted under clause 1.1); or (iv) attempt to obtain, or assist third parties in obtaining, access to the Subscription Services, Software and/or Documentation, other than as permitted under clause 1.1.

*3.2.* Obligation to Prevent Unauthorised Use: The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription Services, Software and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Content Catalyst in writing. The Customer shall cooperate fully with Content Catalyst (whether during the term of this Agreement or at any time thereafter) to investigate any actual or suspected unauthorised access to or use of the Subscription Services.

## 4. TRIALS AND VALIDATION SITES

*4.1.* Trials: In some cases Content Catalyst may permit the Customer to use the Subscription Services on a trial basis. For instance Content Catalyst may permit a new Customer to have trial access to the core Content Catalyst Platform before it commits to a full Subscription, or Content Catalyst may permit an existing Customer to have trial access to a specific Module it is considering purchasing. Where this applies this shall be clearly set out in an Order Form issued to the Customer. Where a Trial applies, Content Catalyst shall permit the Customer to access and use the applicable Subscription Services via a Validation Site set up for this purpose, for the applicable Trial Period, for the sole purpose enabling the Customer to evaluate the Subscription Services and considering whether to purchase/ continue with a full Subscription of them under the Agreement. During a Trial the Customer agrees not to access or use the Subscription Services or any other purpose.

*4.2.* Trial Period: The Trial Period shall be ninety (90) days, or such other period as may be stated in the applicable Order Form. If the Customer wishes to continue using the applicable Subscription Services beyond the end of their Trial, the Customer must purchase a full "Production" licence to use the relevant Subscription Services. If the Customer does not purchase a full "Production" licence to use the applicable Subscription Services at the end of the Trial Period, then its access to and use of Subscription Services will be disabled.

*4.3.* Trial Fees: The Customer agrees to pay all Fees for the use of any Subscription Services during a Trial Period, as detailed in the applicable Order and in accordance with clause 13.

*4.4.* Deletion of Trial Data: If the Customer does not continue with a full subscription to the applicable Subscription Service at the end of the Trial, then Content Catalyst shall be entitled to permanently delete all data and Customer Content that the Customer has uploaded to the Validation Site at the end of the Trial Period.

## 5. PROFESSIONAL SERVICES

*5.1.* Provision of Professional Services: In addition to providing Subscription Services, Content Catalyst may agree to provide Professional Services, which are supplementary or complimentary to its Subscription Services. Where Content Catalyst has agreed to provide Professional Services, this will always be clearly stated in an Order Form issued by Content Catalyst which shall also detail the scope of the Professional Services and the applicable Professional Services Fees to be paid by the Customer. The main types of Professional Services which Content Catalyst is able to offer are summarised below:

*5.2.* Onboarding Services: Onboarding Services cover any services which a new Customer (i.e. who is not already using the Content Catalyst Platform) may request or require from Content Catalyst to set-up and configure the Content Catalyst Platform for the Customer's use.

*5.3.* Implementation Service: Implementation Services cover any services which are required or requested by a Customer from Content Catalyst to set-up and configure any Module for the Customer's use.

*5.4.* Consultancy Services: Consultancy Services means any other consulting services required or requested by the Customer from Content Catalyst, such as training services, advisory or design services, customisation services, bespoke software development services or data-migration services.

*5.5.* Basis of Provision of Professional Services: Content Catalyst shall be under no obligation to provide Professional Services of the type described above, unless it has expressly agreed to do so under an applicable Order Form. All Professional Services shall be provided by Content Catalyst in accordance with the terms of the applicable Order From, these General Terms, as well as the Product Specific Terms for Professional Services.

## 6. SUPPORT AND MAINTENANCE

*6.1.* Standard Support: Content Catalyst will, as part of any Subscription Services and at no additional cost to the Customer (i.e. included withing the Subscription Services), provide the Customer with Content Catalyst's Standard Support Services during Normal Business Hours in accordance with Content Catalyst's Standard Support Services Policy. Content Catalyst may amend the Standard Support Services Policy in its sole and absolute discretion from time to time.

*6.2.* Premium Support: When purchased by the Customer (and detailed in an Order Form) Content Catalyst will also provide Premium Support Services provided that the Customer pays the additional Premium Support Fees. Premium Support Services shall be provided in accordance with the applicable Product Specific Terms for Premium Support in force from time to time.

*6.3.* Updates: Content Catalyst may periodically provide updates, new releases, bug fixes or other developments relating to the Subscription Services ("**Updates**"). Unless expressly agreed otherwise in writing with the Customer in advance, all such Updates shall be automatically applied to any Subscription Services which the Customer is using.

## 7. THIRD PARTY SOFTWARE AND SERVICES

*7.1.* Download Software: The Customer may be able or be required to download certain software ("**Download Software**") to its own system in order to import Customer Content to the Subscription Services. Download Software may only be used by Customer personnel to import Customer Content to the Subscription Services. Prior to downloading any Download Software, Customer will be notified of the relevant system requirements and Customer should only proceed to download the Download Software if it can meet those requirements.

*7.2.* Third Party Software: In connection with (or complementary with) its use the Subscription Services, Content Catalyst may supply, or the Customer may be required to obtain, certain Third Party Software. Content Catalyst will advise Customer if Third Party Software is being supplied or is needed. Any Third Party Software provided under this Agreement, or obtained by the Customer, will be subject to separate terms and conditions issued by the relevant third party licensor ("**Third Party Terms**") and Customer will need to accept those Third Party Terms in order to use Third Party Software. The Customer agrees to abide aby all such Third Party Terms.

*7.3.* Third Party Services: The Subscription Services (including any Software) provided by Content Catalyst, may enable the Customer to embed or integrate Third Party Services into Customer Content. The Customer acknowledges that such Third Party Services are provided by the relevant third party supplier, and not by Content Catalyst. The Customer is solely responsible for obtaining all necessary licences, permissions or consents required to embed, integrate or use Third Party Services into Customer Content. The Customer agrees that under no circumstances shall Content Catalyst be responsible for or liable for any error, fault, non-availability, outage or other problem affecting any Third Party Service, nor for any consequent impact on the Subscription Services.

## 8. SERVICE LEVELS

*8.1.* Uptime Service Level: Content Catalyst shall aim to achieve at least a 99.99% uptime service availability level for the Subscription Services ("**Uptime Service Level**"). This Uptime Service Level shall only apply to Subscription Services which are provided for use in a Production environment and shall not apply in respect of any Validation or Sandbox Environment provided by Content Catalyst.

*8.2.* Uptime Test and Measurement: The Uptime Service Level will be measured by an independent third party company selected by Content Catalyst and this company will test the Uptime Service Level by initiating the load of a test page from outside of Content Catalyst's network onto Content Catalyst's network ("**Uptime Test**"). The Uptime Test is carried out on a rolling basis 24/7 with measurements being performed at five-minute intervals. If the Uptime Test results in the test page being available within the Subscription Services within 20 seconds of it being loaded then the Uptime Test will be deemed to be successful. A successful Uptime Test will constitute 5 minutes of uptime and a failed Uptime Test will constitute 5 minutes of downtime. Uptime Tests will commence on the first day of the first calendar month after the start of the Initial Term. Where the Subscription Services are subject to downtime attributable to: (i) any scheduled maintenance which happens every Sunday between the hours of 1am and 9am UTC; or (ii) any other maintenance windows agreed between the Parties (such agreement not to be unreasonably withheld); such downtime will not be counted when calculating the uptime service availability level.

*8.3.* Reporting: Content Catalyst will provide to Customer on request a report setting out the Uptime Service Level availability of the Subscription Services during each monthly period during the Subscription Term.

*8.4.* Service Credits: If the Uptime Service Level availability falls below the Uptime Service Level (stated at clause 8.1) in a calendar month Customer shall be entitled to claim a service credit as follows:

| **Uptime Service Availability Level** | **Service Credit** |
|---|---|
| Less than 99.9% but greater than or equal to 99% | 5% monthly Subscription Fees |
| Less than 99% but greater than or equal to 95% | 10% monthly Subscription Fees |
| Less than 98% but greater than or equal to 90% | 25% monthly Subscription Fees |
| Less than 95% | 50% monthly Subscription Fees |

*8.5.* Service Credits Continued: Any Service Credit claimed by the Customer shall be deducted from the Subscription Fees payable by the Customer under the next invoice issued to the Customer. The Customer acknowledges and agrees that the provision of a Service Credit shall be the Customer's sole and exclusive remedy in respect of any failure of the Subscription Services to comply with the Uptime Service Level. No Service Credit or other liability shall be owed by Content Catalyst to the Customer relating to any downtime or outages resulting from denial of service attacks, virus attacks, hacking attempts, criminal actions or any other circumstances that are not within the control of Content Catalyst.

## 9. CUSTOMER CONTENT

*9.1.* Ownership of Customer Content: The Customer shall own all right, title and interest in and to all of the Customer Content (and all Intellectual Property Rights therein) and shall have sole responsibility for the legality, reliability, integrity, accessibility, accuracy and quality of the Customer Content.

*9.2.* Responsibility for Backing-up Customer Content: The Customer shall be responsible for keeping back-up copies of all Customer Content. Content Catalyst shall not be responsible for any loss, destruction or alteration of Customer Content arising from the Customer's, any Authorised User's or any third party's use of the Subscription Services. The Customer has the ability to download a copy of any Customer Content at any time during the Subscription Term by utilising the standard tools within the Subscription Services.

*9.3.* Responsibility for Granting Access Rights: The Customer has sole responsibility for assigning and verifying access rights to the Subscription Services for Authorised Users, including (without limitation): (i) allocating and setting appropriate administrative privileges for Admin Users; and (ii) granting and verifying

access to Customer Content by Content Users. Content Catalyst accepts no liability arising from the Customer wrongly assigning access rights to Authorised Users.

## 10. CONTENT CATALYST'S OBLIGATIONS

*10.1.* Warranty: Content Catalyst warrants that: (i) the Subscription Services will operate substantially in accordance with the Documentation; and (ii) the Subscription Services will be provided with reasonable skill and care.

*10.2.* Remedies: The warranty in clause 10.1 shall not apply to the extent of any non-conformance which is caused by: (i) use of the Subscription Services contrary to the Documentation or Content Catalyst's instructions; (ii) modification or alteration of the Subscription Services by any party other than Content Catalyst; (iii) issues caused by user error or Customer Content; or (iv) issues caused by faults within the Customer's system or hardware. If the Subscription Services do not conform with the warranty in clause 10.1, Content Catalyst will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the warranty in clause 10.1. If requested, the Customer shall provide Content Catalyst with full details of the non-conformance so that Content Catalyst may properly understand the defect or error.

*10.3.* Disclaimers: Notwithstanding clause 10.1 and 10.2, Content Catalyst: (i) does not warrant that the Customer's use of the Subscription Services will be uninterrupted or error-free; and (ii) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, which are not under Content Catalyst's control and the Customer acknowledges that the Subscription Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

*10.4.* Further Warranties: Content Catalyst warrants that: (i) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement; and (ii) it has implemented appropriate security measures in respect of the Subscription Services.

*10.5.* Third Party Software and Services: Content Catalyst makes no warranty in respect of and will not be responsible for any defects relating to Third Party Software or Third Party Services.

## 11. CUSTOMER'S OBLIGATIONS

*11.1.* Co-operation: The Customer shall provide Content Catalyst with: (i) all necessary co-operation and assistance in relation to this Agreement and the performance by Content Catalyst of any Services; and (ii) all necessary access to such information, data and documents as may be required by Content Catalyst in order to provide any Services.

*11.2.* Responsibility for Authorised Users: The Customer shall ensure that the Authorised Users use the Subscription Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement.

*11.3.* Licences and Consents: The Customer shall obtain and shall maintain all necessary licences, consents, and permissions necessary for Content Catalyst, its contractors and agents to perform their obligations under this Agreement, including without limitation the provision of the Subscription Services.

*11.4.* Customer Networks and Systems: The Customer shall: (i) ensure that its network and systems comply with the relevant specifications provided by Content Catalyst from time to time; and (ii) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Content Catalyst's data centres and for all problems, conditions, delays, delivery failures

and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet relating to this Agreement.

## 12. ACCEPTABLE USE POLICY

*12.1.* Acceptable Use: The Customer shall not upload to the Subscription Services, nor store, distribute, transmit or publish during the course of its use of the Subscription Services, any materials that: (i) is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; (ii) that infringes any third party's Intellectual Property Rights or other rights; (iii) that contains any viruses or other harmful code; (iv) that facilitates illegal activity; (v) that depicts sexually explicit images; (vi) promotes unlawful violence; (vii) that is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (viii) is otherwise illegal or causes damage or injury to any person or property.

*12.2.* Right to Disable and Remove Materials: Without prejudice to any other rights or remedies which may be available to the Content Catalyst, Content Catalyst shall have the right, without liability to the Customer, to remove, or to disable or suspend the Customer's (or any other person) access to, any material that breaches the provisions of this clause 12.

## 13. CHARGES AND PAYMENT

*13.1.* Fees: The Customer shall pay all Fees to Content Catalyst as set out in the applicable Order Form and in accordance with this clause 13. In the event that Fees are due and payable to Content Catalyst in connection with any Services provided under this Agreement which are not detailed in an Order Form, then they shall be calculated in accordance with Content Catalyst's List Prices from time to time.

*13.2.* Payment Terms (Subscription Fees): Unless expressly agreed otherwise in writing, all Subscription Fees (and Premium Support Fees) due under this Agreement shall be payable annually in advance, unless Content Catalyst has agreed (under the applicable Order Form) to allow the Customer to pay them in Quarterly instalments. Where Content Catalyst does agree to the payment of Subscription Fees (or Premium Support Fees) in Quarterly instalments, then the Customer agrees that the full amount of the Subscription Fees or Premium Support Fees due for the relevant Contract Year (or balance thereof) shall become immediately due and payable, in the event that the Customer fails to make payment of any Quarterly instalment when due.

*13.3.* Payment Terms (Professional Services Fees);Unless expressly agreed otherwise in writing, all Professional Services Fees shall be invoiced in accordance with the terms of the relevant Order Form and in accordance with the Product Specific Terms for Professional Services.

*13.4.* Payment Terms (General): The Customer agrees to pay all invoices issued by Content Catalyst within thirty (30) days of its date of issue.

*13.5.* VAT and Sales Tas: All Fees set out in this Agreement are exclusive of any Value Added Tax (VAT) or other similar sales taxes, which (if applicable) the Customer agrees to pay in addition at the rate prescribed under applicable law. Without prejudice to the generality of the preceding sentence, in the event that any sum invoiced under this Agreement is subsequently (i.e. at any time after it was originally invoiced) found or assessed as being subject to VAT or any applicable local sales tax, then the Customer agrees that Content Catalyst shall be entitled to raise a separate or additional invoice in respect of such VAT or sales tax, and the Customer agrees to pay such invoice in full whether it was raised during this Agreement or after termination of expiry.

*13.6.* Late Payment Interest: In the event that the Customer fails to pay any Fees or other sums due to Content Catalyst under this Agreement by the due date for payment then (without prejudice to any other rights or remedies available to Content Catalyst), Content Catalyst shall be entitled to (at its option) either: (i) charge interest on any overdue amount at the rate of four percent (4%) per annum above the Bank of England base rate from time to time in force; such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether

before or after judgment; or (ii) charge interest on the overdue amount in accordance with and at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998.

*13.7.* Remedies for Late Payment: In the event that the Customer fails to pay any Fees or other sums due to Content Catalyst under this Agreement by the due date for payment then (without prejudice to any other rights or remedies available to Content Catalyst) Content Catalyst may do any of the following until the overdue sum is paid in full, provided that it has first given the Customer a written warning ("**First Written Warning**") that the payment is overdue and at least ten (10) days to remedy the late payment: (i) display a banner in the Admin Area of the Subscription Service warning all Admin Users that the payment is overdue; (ii) suspend the ability of the Customer to use of any APIs within the Subscription Services; (iii) suspend the ability of Customer (and its Admin Users) to publish new Customer Content via the Subscription Services; and/ or (iv) suspend the ability of the Customer's own Authorised Users (but not Content Users who are Customer Clients) to access and use the Subscription Services. If the late payment has still not be paid in full thirty (30) days of the First Written Warning, then (without prejudice to any other rights and remedies available to Content Catalyst) Content Catalyst shall be entitled to suspend the Subscription Services altogether, or for any group of Authorised Users.

*13.8.* Currency: Notwithstanding that Content Catalyst may agree for payment of Fees and other sums under this Agreement in another currency, all prices under this Agreement are based on Content Catalyst's UK (GBP£) List Prices from time to time in force. In converting Fees and sums from one currency to another (e.g. GBP£ to USD$ or vice versa) Content Catalyst shall be entitled to apply the exchange rate used by its own bank or other major banks in the UK.

*13.9.* Price Variation (General): In addition to its rights under clause 13.10, Content Catalyst shall be entitled to apply an automatic increase to the Subscription Fees and any Premium Support Fees, once in any 12-month period during the Initial Term or any Renewal Term in line with the percentage increase in the UK Retail Prices Index in the preceding 12-month period (based on the UK (GBP£) List Price). Unless agreed otherwise, such increase may be applied with effect from (or with effect from any date after) the end of each Contract Year during the Term of the Agreement.

*13.10.* Price Variation (On Renewal): At least ninety (90) days prior to the end of the Initial Term or any Renewal Term, Content Catalyst will endeavour to notify the Customer in writing of any pricing options available to the Customer in terms the Subscription Fees (and, if applicable, Premium Support Fees) which will apply during the upcoming Renewal Term ("**Renewal Notification**") and will seek to agree such pricing with the Customer in advance of the renewal date. However, the Customer understands and agrees that unless other pricing is agreed in writing in advance of renewal, the Subscription Fees (and, if applicable, Premium Support Fees) due in respect of any Renewal Period shall be (and, if applicable, shall default to) Content Catalyst's standard pricing for Subscription Services (and, if applicable) Premium Support Fees, in force as at the renewal date, as detailed in the Renewal Notification or in Content Catalyst's then current list Prices.

## 14. PROPRIETARY RIGHTS

*14.1.* Rights in the Subscription Services: The Customer acknowledges and agrees that Content Catalyst (and/or its licensors) own all Intellectual Property Rights in the Subscription Services (including the Content Catalyst Platform, any Modules), the Software and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights, title or interest in or to any Intellectual Property Rights in respect of the Subscription Services, the Software or the Documentation. The Customer also acknowledges and agrees that (unless expressly agreed otherwise in writing) any and all Intellectual Property Rights arising from any Services performed by Content Catalyst under this Agreement shall belong to Content Catalyst.

*14.2.* Right to Grant Licences: Content Catalyst warrants that it has all the rights in relation to the Subscription Services, the Software and the Documentation that are necessary to grant all the rights and licence it purports to grant under, and in accordance with, the terms of this Agreement.

*14.3.* Rights in Software: Without prejudice to the generality of clause 14.1, ownership of the Software and all Intellectual Property Rights in the Software (including without limitation any

developments made to the Software such as Updates or other changes made by Content Catalyst) shall remain vested in Content Catalyst.

*14.4.* Rights in Third Party Software and Services: Ownership of any Third Party Software and Third Party Services and all Intellectual Property Rights in Third Party Software and Third Party Services shall remain vested in the relevant third party software or service supplier.

*14.5.* Reservation of Rights: All rights not specifically granted in this Agreement are reserved by Content Catalyst.

## 15. CONFIDENTIALITY

*15.1.* Confidential Information: Under this Agreement, either Party may be given access to Confidential Information belonging to the other. A Party's Confidential Information shall not include information that: (i) is or becomes publicly known other than through any act or omission of the receiving Party; (ii) was in the other Party's lawful possession before the disclosure; (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving Party, which independent development can be shown by written evidence.

*15.2.* Obligations of Confidentiality: Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement. 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 employees or agents in violation of the terms of this Agreement.

*15.3.* Confidentiality of Subscription Services: The Customer expressly acknowledges and agrees that information relating to the content and operation of the Subscription Services and Software, as well as the content of the Documentation, constitutes Content Catalyst's Confidential Information.

*15.4.* Confidentiality of Customer Content: Content Catalyst expressly acknowledges that the Customer Content is the Confidential Information of the Customer.

*15.5.* Announcements: Save as permitted within this clause 15.6, no Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

*15.6.* Marketing and Publicity: Notwithstanding the preceding provisions of this clause 15, the Customer agrees that Content Catalyst may: (a) orally state that the Customer is a Content Catalyst customer; and (b) include the Customer's name and/or logo in a list of Content Catalyst's customers on its website and in its promotional materials

## 16. DATA PROTECTION

*16.1.* Compliance with Data Protection Laws: Both Parties will comply with all applicable laws concerning the protection of personal data in performing their obligations or exercising their rights under this Agreement. This clause 16 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under such laws.

*16.2.* Privacy Policy: Details of how Content Catalyst collects and processes personal data concerning customers and prospective customers, in connection with its business, are set out in Content Catalyst's Privacy Policy in force from time to time, details of which are presently published at *contentcatalyst.com/privacy-policy/*.

*16.3.* Data Processing Agreement: To the extent that Content Catalyst processes any personal data on behalf of the Customer for the purposes of performing any Services, the Parties agree that all such processing shall be governed by the Data Processing Agreement and the Parties agree to abide by their respective obligations under that Data Processing Agreement

## 17. CUSTOMER INDEMNITY

*17.1.* Customer Indemnity: The Customer shall defend, indemnify and hold harmless Content Catalyst against any third party claims, actions or proceedings and any related losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection; (i) the Customer's use (including the Authorised Users' use) of the Subscription Services and/or Documentation; (ii) any breach of the terms of this Agreement (including the Acceptable Use Policy) by the Customer (or any Authorised User).

*17.2.* Conditions of Indemnity: The Indemnity given by the Customer at clause 17.1 is conditional upon Content Catalyst: (i) giving the Customer prompt notice of any such claim; (ii) providing reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (iii) giving the Customer sole authority to defend or settle the claim.

## 18. CONTENT CATALYST INDEMNITY

*18.1.* Content Catalyst Indemnity: Content Catalyst shall defend the Customer, its officers, directors and employees against any claim from a third party that the Subscription Services, Software or Documentation infringes any third party's Intellectual Property Rights (and "**IP Claim**"), and Content Catalyst shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of any such IP Claim.

*18.2.* Conditions of Indemnity: The Indemnity given by Content Catalyst at clause 18.1, are conditional on the Customer: (i) giving Content Catalyst prompt written notice of any such IP Claim; (ii) providing reasonable co-operation to Content Catalyst in the defence and settlement of any such IP Claim, at Content Catalyst's expense; and (iii) giving Content Catalyst sole authority to defend or settle the IP Claim.

*18.3.* Remedies: In the defence or settlement of any IP Claim, Content Catalyst may procure the right for the Customer to continue using the Subscription Services, replace or modify the Subscription Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on notice to the Customer without any additional liability or obligation to the Customer save that Content Catalyst shall provide the Customer with a refund of any Subscription Fees paid in respect of any period falling after the effective date of Termination.

*18.4.* Exclusions: In no event shall Content Catalyst be liable to the Customer to the extent that the alleged infringement is based on: (i) a modification of the Subscription Services, Software or Documentation by anyone other than Content Catalyst; or (ii) the use of the Subscription Services, Software or Documentation in a manner contrary to the instructions given to the Customer by Content Catalyst; or (iii) the use of the Subscription Services, Software or Documentation after notice of the alleged or actual infringement has been given to the Customer.

*18.5.* Exclusive Remedy: This clause 18 states the Customer's sole and exclusive rights and remedies, and Content Catalyst's entire obligations and liability, in respect of any IP Claim.

## 19. LIMITATION OF LIABILITY

*19.1.* Limit of Liability: Except as referred to in clause 19.3 and subject to clause 19.2) the aggregate liability of Content Catalyst in respect of all claims arising under or in connection with this Agreement (whether in contract, tort, negligence or otherwise) in any Contract Year shall be limited so that it shall in no circumstance exceed the Fees paid or payable to Content Catalyst in that Contract Year.

*19.2.* Heads of Loss: Content Catalyst shall not in any circumstance (other than those referred to in clause 19.3) be liable for any loss of profits (actual or anticipated), loss of revenue, loss of anticipated savings, loss of goodwill, loss or corruption of or damage to data or for any indirect, incidental, consequential or special loss or damage.

*19.3.* Exceptions: Nothing in this Agreement shall exclude or limit Content Catalyst's liability for death or personal injury resulting from negligence or in relation to any claim based on fraud, criminal act or a breach of the obligations imposed by s.12, Sale of Goods Act 1979 or s.2, Supply of Goods and Services Act 1982 or any other matter that may not be excluded or limited under appliable law.

## 20. TERM AND TERMINATION

*20.1.* Initial Subscription Term: The Subscription Services shall commence, or be deemed to have commenced, on the Commencement Date and (unless terminated earlier in accordance clause 20.3 or 20.4) will be provided for the Initial Subscription Term.

*20.2.* Renewal: Upon expiration of the Initial Subscription Term (or any Renewal Term), the Subscription Services will automatically renew and be provided for additional, consecutive periods of one (1) year (each a "**Renewal Term**") unless or until either Party gives not less than ninety (90) days' prior written notice of non-renewal terminating the with effect from the end of the Initial Term (or any Renewal Term).

*20.3.* Termination for Breach: This Agreement may be terminated early by either Party immediately on giving notice to the other where the other Party has committed a material breach *20.5.* of any term of this Agreement and, in the case of a breach which is capable of being remedied, shall have failed to remedy that breach within thirty (30) days after receiving a notice from the other Party requesting it to do so.

*20.4.* Termination for Insolvency: This Agreement may be terminated early by either Party immediately upon the other the other Party taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets, or suffering any other similar or analogous event of insolvency in any relevant jurisdiction, or ceasing or threatening to cease to carry on its business.

## 21. POST TERMINATION

*21.1.* Effect of Termination (General): On termination or expiry of this Agreement for any reason: (i) all rights granted to Customer under this Agreement will terminate immediately; (ii) any term of this Agreement which is expressly or by implication intended to come into or continue in force on or after termination shall come into force or continue in force as intended; and (iii) rights that have accrued to either Party prior to termination shall not be affected (in particular, all monies due to Content Catalyst shall remain payable whether invoiced or not).

*21.2.* Specific Obligations on Termination: On termination or expiry of this Agreement for any reason: (i) the Customer shall within thirty (30) days of termination uninstall and delete or destroy any and all copies of the Software (including any Download Software) in its possession or control and the Customer shall certify in writing that this has been done; (ii) Content Catalyst shall for a period of up to thirty (30) days after termination or expiry provide to Customer access to download a copy of any Customer Content uploaded to the Subscription Services and any Customer Data. The provisions of this clause 21.2(ii) shall not apply in respect of the termination of any Validation Site or Sandbox environment; (iii) (after expiration of the thirty (30) day period referred to in clause 21.2(ii)) Content Catalyst shall be entitled to securely delete or destroy all Customer Content and any Customer Data, within its control.

*21.3.* Transition Assistance: Where the Customer requires assistance from Content Catalyst to transition away from using the Subscription Services on termination or expiry of the Agreement, in addition to the provision of access Customer Content in accordance with clause 21.2, then Content Catalyst shall not unreasonably refuse to provide reasonable assistance, provided that: (i) any such assistance shall be treated as Consultancy Services in accordance with the terms of this Agreement; and (ii) the Parties must first agree in writing upon the scope of such Services; and (iii) Content Catalyst shall be entitled to be paid reasonable Professional Services Fees for providing such assistance and shall be under no obligation to

provide assistance until they have been agreed. Notwithstanding the preceding provisions of this clause, Content Catalyst shall be under no obligation to provide any such assistance where: (a) Content Catalyst has terminate this Agreement pursuant to clause 20.3 (Termination for Breach), or 20.4 (Termination for Insolvency), or under circumstances where any Fees properly due or owing to Content Catalyst or overdue for payment or have not been paid.

*21.4.* Early Termination Charge: In the event that the Customer seeks to terminate this Agreement early before the end of the Initial Subscription Term and/ or any Renewal Term, under circumstances where it has not given proper notice to terminate in accordance with clause 20.2 and has not right to terminate for breach or insolvency pursuant to clause 20.3 or 20.4, then (without prejudice to any other rights or remedies available to Content Catalyst) Content Catalyst may (but shall not be obliged to) offer to accept such early termination subject to and conditional upon the Customer first paying to Content Catalyst in cleared funds an "**Early Termination Charge**" equal to the full amount of the Subscription Fees (and any other Fees) which would have been paid to Content Catalyst until the end of the relevant Initial Subscription Term and/ or any Renewal Terms, had the Customer given proper notice to terminate in accordance with clause 20.2.

## 22. **GENERAL**

*22.1.* Entire Agreement: This Agreement constitutes the entire agreement and understanding of the Parties relating to the supply of any Services and supersedes any previous agreement or understanding between the Parties relating to that subject matter.

*22.2.* Severance: If any term of this Agreement is or becomes invalid or unenforceable but would be valid or enforceable if some part of it were deleted or modified by the Parties, the term in question shall apply with such modification as may be necessary to make it valid and enforceable. The Parties shall act reasonably and in good faith to agree any such modification.

*22.3.* Waiver: A failure to exercise or a delay in exercising a right or remedy provided by this Agreement or by law shall not constitute a waiver of that right or remedy. If an effective waiver of a breach of any of the terms of this Agreement is made, that waiver shall not constitute a waiver in respect of any other breach.

*22.4.* Assignment: The Customer may not assign or otherwise transfer or hold on trust its rights and obligations under this Agreement in whole or in part without Content Catalysts' prior written approval, such approval not to be unreasonably withheld.

*22.5.* Third Party Rights: No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

*22.6.* Force Majeure: No delay, failure or default in the performance of any obligation under this Agreement shall constitute a breach of contract to the extent caused by circumstances beyond the reasonable control of the party whose performance is affected but nothing in this clause shall excuse Customer from any payment obligations under this Agreement.

*22.7.* Implied Terms: The terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations concerning the supply and use of the Services which might but for this clause have effect between the Parties or would otherwise be implied or incorporated into this Agreement whether by statute, common law, trade usage, course of dealing or otherwise, all of which are agreed to be excluded to the fullest extent permitted by law.

*22.8.* Variation: No variation of this Agreement shall be valid unless it is in writing, it expressly states that it varies this Agreement and it is signed by authorised representatives of each Party.

*22.9.* Notices: Content Catalyst may provide any notice to the Customer by: (a) sending an email to any Notification Email Address; or (b) by sending it by post to the address given for the Customer in the Order Form or its registered office or principal place of business. The Customer may provide notice to Content Catalyst by sending it to Content Catalyst's registered office address marked for the attention of the Client Success Director with a copy sent by mail to

*support@contentcatalyst.com*. Notice will be treated as received when: (i) if sent by email, when the email is sent to the correct email address; and/or (ii) if sent by post, a correctly addressed sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. The Customer is responsible for keeping its Notification Email Address current throughout the Subscription Term.

*22.10.* Conflicting Terms: If there is a conflict or inconsistency between the various documents that make up this Agreement, then the matter shall be resolved by applying the following order of precedence (with the first stated documents having greater priority): (i) the Order Form; (ii) these General Terms; (iii) the Product Specific Terms; (iv) the Data Processing Agreement; and (v) any other documents referenced herein.

*22.11.* Applicable Law and Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England 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).

*22.12.* Version Control: This is Version 1 of these General Terms which was last updated on 19 November 2024.

# PART C – GENERAL TERMS - GLOSSARY

This Glossary forms part of Content Catalyst's Terms of Service and its Agreement with its Customers and defines and explains certain terms which are used in those documents. It also sets out certain rules which will be applied when interpreting those documents.

## DEFINITIONS

1.1 In Content Catalyst's Terms and Service and its Agreement with its Customers (unless the context requires otherwise) the following terms shall have the following meanings:

"**Account**" means a discrete group of Content Users (e.g. within a specific Customer Client).

"**Acceptable Use Policy**" means Content Catalyst's acceptable use policy which applies in relation to the Subscription Services, as detailed in clause 12 of the General Terms.

"**Modules**" means the additional or optional products and services offered by Content Catalyst, under a Subscription, from time to time which: (i) provide additional or enhanced features or functionality to Content Catalyst Platform; and/ or (ii) may be used independently of the Content Catalyst Platform or on stand-alone basis.

"**Admin Area**" means the administration area of the Subscription Services which may only be accessed by Admin Users.

"**Admin User**" means an employee or contractor of the Customer, who is entitled to access the Admin Area of the Subscription Services and who is using the Subscription Services for the internal business purposes of the Customer.

"**Agreement**" or "**Terms of Service**" means the agreement between Content Catalyst and the Customer for the provision of Services, comprising (to the extent applicable) the General Terms, this Glossary, the Product Specific Terms, the Data Processing Terms, and the Order Form.

"**Authorised Users**" means Admin Users and Content Users of the Customer, who are authorised by the Customer to use the Subscription Services and the Documentation pursuant to clause 1.1 of the General Terms.

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"**Commencement Date**" means date on which provision of the Subscription Services under the Agreement shall commence, or shall be deemed to have commenced, as detailed in the Order Form.

"**Confidential Information**" means information that is proprietary or confidential and is either clearly labelled as such or which a reasonable business person would understand to be confidential or commercially sensitive in nature.

"**Consultancy Services**" means any consulting services provided by Content Catalyst to the Customer, which may include training services, advisory or design services, customisation services, bespoke software development services or data-migration services, as detailed in the applicable Order Form.

"**Content Catalyst**" or (where applicable) "**we**", "**us**" or "**our**" means Content Catalyst Limited a company incorporated under the laws of England and Wales under company number 04824130 and having its registered office at Bradfield Centre, 184 Cambridge Science Park, Milton Road, Cambridge, United Kingdom, CB4 0GA.

"**Content Catalyst Platform**" or "**Core Platform**" means Content Catalyst's core technology and interactive publishing platform, which it provides to its customers, but not including any Modules.

"**Content User**" means an employee or contractor of the Customer, or any employee or contractor of a Customer Client, who accesses Customer Content via the Subscription Services.

"**Content Limits**" means (in connection with Usage Rights) limits on the type or volume of Customer Content which the Customer may upload to or publish via the Subscription Services, including (where applicable) limits on the type and volume of Reports and/ or Pages.

"**Contract Year**" means each consecutive period of twelve (12) months starting on the Commencement Date and each anniversary thereof, during the Subscription Term.

"**Customer**" or (where applicable) "**you**" or "**your**" means the customer purchasing Services from Content Catalyst, as detailed in the Order Form.

"**Customer Client**" means a customer or client of the Customer, who has an agreement with the Customer under which they are permitted to access Customer Content.

"**Customer Content**" means the content owned and created by the Customer (including Reports) and

which is uploaded to and/ or publish via the Subscription Services.

"**Customer Domain**" means the domain(s) identified on the Order Form, or any other domains agreed by the Parties from time to time, in connection with which the Subscription Services may be used by the Customer.

"**Data Processing Agreement**" or "**DPA**" means Content Catalyst's Data Processing Agreement, which explains how Content Catalyst will process any personal data on behalf of the Customer and which contains provisions required to ensure compliance with applicable data protection laws and which is published at *contentcatalyst.com/legal/data-processing-agreement/*.

"**Documentation**" means any documentation made available to the Customer by Content Catalyst which sets out a description of the Subscription Services and/ or the user instructions for the Subscription Services.

"**Fees**" means any fees, charges and other sums which are payable by the Customer to Content Catalyst under the Agreement, including Subscription Fees, Premium Support Fees and Professional Service Fees.

"**General Terms**" means the core legal and commercial terms that apply under the Terms of Service and to the Agreement and which govern the Customers use of the Subscription Services and Services more generally, including Part A (Introduction), Part B (Terms and Conditions) and this Part C (Glossary).

"**Glossary**" means this Glossary which defines and explains terms used in the Content Catalyst Terms of Service and Content Catalyst's Agreement with the Customer.

"**Implementation Services**" means any services which are required by a Customer to set-up and configure any Module for the Customer's use under the Agreement, as detailed in the Order Form.

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Initial Subscription Term**" means the initial term of the Agreement, in respect of any Subscription Services, as set out in the Order Form.

"**List Price(s)**" refers to Content Catalyst's then current standard pricing for the Services, or for specific Services (including pricing for additional or excess Usage Rights) details of which can be found on Content Catalyst's Website and/ or are available from Content Catalyst on request.

"**Normal Business Hours**" means 9.00 am to 6.00 pm local UK time, on each Business Day.

"**Notification Email Address**" means the email address(es) given by the Customer for the purposes of receiving notices under this Agreement as stated on the Order Form and/ or designated by Customer in the Admin Area.

"**Onboarding Services**" means any services which are required by a new Customer (i.e. who is not already using the Content Catalyst Platform) to set-up and configure the Content Catalyst Platform for the Customer's use under the Agreement, as detailed in the Order Form.

"**Page**" means a page of a Report and for this purpose this shall be assumed to be: (a) a single page of PDF, Word or Powerpoint Presentation (PPT) (or equivalent); or (b) for interactive documents or briefings, content of comparable length where any of the following shall be regarded as equal to half a Page; (i) 250 words: (ii) 1 figure; (iii) 10 table rows; (iv) 1 embedded Power BI; (v) 1 embedded Vimeo; or (iv) 1 embedded Dataviewer.

"**Parties**" means to Content Catalyst and the Customer, and references to a "**Party**" shall mean each of them.

"**Premium Support**" or "**Premium Support Services**" means (where purchased by the Customer) the provision by Content Catalyst of a premium level of support (i.e. in addition to Standard Support) in relation to the applicable Subscription Services, as detailed in the Order From and set out in the applicable Product Specific Terms for Premium Support.

"**Premium Support Fees**" means the fees payable for Premium Support Services, as detailed in the applicable Order From or calculated in accordance with Content Catalyst's List Prices.

"**Product Specific Terms**" means the additional product-related terms that apply to specific Services which Content Catalyst offers (including Professional Services, Enhanced Support Services as well as any Modules) and which are published at *contentcatalyst.com/legal/product-module-terms/*.

"**Professional Services**" means, collectively or individual, any Onboarding Services, Implementation Services or Consultancy Services, which Content Catalyst agrees to provide to the Customer under the Agreement, as detailed in any applicable Order Form(s).

"**Professional Services Fees**" means the fees payable to Content Catalyst for any Professional Services, as detailed in the applicable Order Form(s)

or calculated in accordance with Content Catalyst's standard List Prices.

"**Renewal Term**" means any renewal term of the Agreement, in respect of any Subscription Services, as detailed in clause 20.2 of the General Terms.

"**Report**" means a piece of Customer Content with a uniquely identifiable ID (report code) and which has one main deliverable (such as PDF, Word or Powerpoint document or PowerBI dashboard) and any number of attachments (such as PDF or Excel document).

"**Services**" means any and all services to be provided by Content Catalyst to the Customer under the Agreement, including (as applicable): (ii) any and all Subscription Services; and (ii) any Premium Support Services; and (iii) any Professional Services (including Onboarding Services, Implementation Services, Consultancy Services); as detailed in the applicable Order Form(s).

"**Software**" means any software developed or owned by Content Catalyst (or its licensors), which is used by Content Catalyst, or (where applicable) supplied by Content Catalyst to the Customer, in connection with the provision of the Subscription Services.

"**Standard Support**" or "**Standard Support Services**" means the provision of routine/ standard support by Content Catalyst to the Customer, in relation to any Subscription Services purchased by the Customer, in accordance the Standard Support Services Policy (in force from time to time).

"**Standard Support Services Policy**" means Content Catalyst's policy for providing Standard Support in relation to the Subscription Services from time to time, details of which are currently published at *contentcatalyst.com/legal/support-policy/*.

"**Subscription**" means the Customer's Agreement with Content Catalyst permitting it to use the Subscription Services for the Subscription Term (or relevant part thereof) in accordance with the Terms of Service.

"**Subscription Fees**" means the recurring subscription fees payable by the Customer to Content Catalyst for the provision of any Subscription Services, as set out in the Order Form.

"**Subscription Services**" means the hosting by Content Catalyst of the Content Catalyst Platform and/ or any Modules, and the provision by Content Catalyst to the Customer of access to the same and the ability to use the same, during the applicable Subscription Term and in return for the payment of recurring Subscription Fees.

"**Subscription Term**" means in relation to any Subscription Services, the period during which the Agreement shall continue and during which the Customer may access and use the Subscription Services, comprising the Initial Subscription Term together with any subsequent Renewal Terms.

"**Third Party Services**" means any third party services (such as Power BI, MarketSite, YouTube and Vimeo) which the Customer may wish to embed or integrate into Customer Content.

"**Third Party Software**" means any software products which are proprietary to the third party, and which are supplied by Content Catalyst to the Customer under the Agreement, as detailed in the Order Form.

"**Trial**" means the provision of access to Subscription Services via a Validation Site, for a Trial Period, pursuant to clause 4 of the General Terms.

"**Trial Period**" means the period of a Trial.

"**Usage Rights**" means the specific usage rights applicable to the Subscription Services which are granted to the Customer, as stated within the Order Form, which may include: (i) User Limits; and/ or (ii) Content Limits; and/ or (iii) other limits, criteria and parameters within which the Subscription Services may be used.

"**User Limits**" means (in connection with Usage Rights) limits on the type or volume of Authorised Users which the Customer may permit to access and use the Subscription Services and/ or Customer Content made available via the Subscription Services.

"**Validation Site**" means the provision by Content Catalyst to the Customer of access to Subscription Services, in a specific environment, and for a specific Trial Period, for the purposes of a Trial.

1.2. In these Terms of Service and the Agreement between Content Catalyst and the Customer, then (unless the context requires otherwise) the following rules interpretation shall apply: (i) headings used are for reference purposes only and will not have any effect on the interpretation of the Agreement; (ii) words importing the singular number include the plural number and vice versa; (iii) words importing persons includes natural persons, firms, companies and corporations and vice versa; (iv) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; (v) any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done; and (vi) any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.3. In these Terms of Service and the Agreement between Content Catalyst and the Customer, any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or legal concept of thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal term.

1.4. Version Control: This is Version 1 of this Glossary which was last updated on 19 November 2024.

**END**