CONTENT CATALYST TERMS OF SERVICE

PRODUCT SPECIFIC TERMS

FOR

PROFESSIONAL SERVICES

These Product Specific Terms are appended to and shall form part of the Content Catalyst Terms of Service. These Product Specific Terms shall apply to the extent that the Customer has entered into an Agreement with Content Catalyst which includes the provision of any Professional Services (including any Onboarding Services, Implementation Services or Consultancy Services) as detailed in an Order Form. These Product Specific Terms contain supplementary provisions, which will apply in addition to those contained in the General Terms, and which will apply specifically in relation to the provision of any Professional Services.

1. Definitions

1.1. In these Product Specific Terms, capitalised terms shall have the meaning given in the Glossary (Part C of the General Terms) and the following terms shall have the following meanings:

"**Daily Fee Rates**" means Content Catalyst's applicable daily fee rates, used for the purposes of calculating the Professional Services Fees payable for any Professional Services provided on a time and materials basis, as further detailed in paragraph 4.3 below.

"**Deliverables**" means any software, documents, data, information or other materials or outputs, developed or supplied by Content Catalyst in connection with the performance of any Professional Services, but excluding the following: (i) any Customer Content; (ii) any Content Catalyst Software supplied and licensed to the Customer under a Subscription; or (iii) any Download Software, Third Party Software or Third Party Services.

"**Engagement**" means a specific engagement to provide any particular Professional Services, as detailed in an Order Form.

"**Professional Services Warranty Period**" means the period of thirty (30) days from completion of any Professional Services.

2. Supply of Professional Services

2.1. Content Catalyst shall supply any Professional Services (in all material respects) in accordance with the applicable Order Form, as well as the terms of this Agreement generally (including the General Terms and these Product Specific Terms).

2.2. Content Catalyst shall use reasonable endeavours to perform any Professional Services in accordance with any dates or timeframes detailed in the applicable Order Form, but (unless expressly agrees otherwise) all such dates and timeframes are estimates only and time shall not be of the essence for the performance of any Professional Services.

2.3. Where any Professional Services or Deliverables are to be subjected to testing (including user acceptance testing) this will be specifically detailed in the applicable

Order Form. However, unless expressly specified otherwise in the applicable Order Form, all Professional Services and any Deliverables shall be deemed complete and accepted by the Customer on the day on which Content Catalyst performs or delivers them to the Customer.

2.4. Either Party may propose changes to the scope or execution of any Professional Services (a "**Change**"), but (save as provided in paragraph 2.5 below) no proposed Changes shall come into force or effect or be legally binding on the Parties, unless and until a "**Change Order**" has been agreed and signed by both Parties. A Change Order shall be a document setting out the proposed Change and the effect that the Change will have on: (i) the Professional Services; (ii) the agreed Professional Services Fees for the Professional Services; (iii) the timetable for the performance of the Professional Services; and (iv) any of the other terms of the Engagement or this Agreement more generally.

2.5. Content Catalyst reserves the right (but does not assume the obligation) to make any changes in the description or specification of any Professional Services, which are required to conform with any applicable law or which do not materially affect the quality or performance of the Professional Services.

3. Customer's Obligations

3.1. The Customer shall: (i) comply with its general obligations under the General Terms (including under clause 11 (Customer's Obligations); (ii) co-operate with Content Catalyst in all matters relating to the provision of any Professional Services; (iii) provide Content Catalyst with access to the Customer's premises, systems, other facilities and data and information, and be responsible (at its own cost) for preparing and maintaining the same, as may be required by Content Catalyst for the purposes of any Professional Services; (iv) provide to Content Catalyst, in a timely manner, copies or access to, such materials, data and information, as Content Catalyst may require for the purposes of providing any Professional Services, and ensure that all such materials, data and information is/are accurate in all material respects; and (v) obtain and maintain all necessary licences, consents and permissions necessary for Content Catalyst to perform any Professional Services.

3.2. If Content Catalyst's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees (including any failure or delay in complying with the obligations detailed in paragraph 3.1 above), Content Catalyst reserves the right to charge additional fees to the Customer and Content Catalyst shall not be liable for any costs, charges or other losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

4. Professional Services Fees and Payment

4.1. In consideration of the provision of any Professional Services by Content Catalyst, the Customer agrees to pay any applicable Professional Services Fees therefor, as detailed in the applicable Order Form.

4.2. Where Professional Services are provided, the applicable Order Form shall specify whether any Professional Services Fees payable for those Professional Services shall be calculated on a "time and materials" basis or on a "fixed price" basis. Where the Order Form does not specify this, then the Professional Services Fees shall be calculated on a time and materials basis.

4.3. Where Professional Services Fees are to be calculated on a time and materials basis: (i) Content Catalyst's Daily Fee Rates for each individual person shall be as set out in the applicable Order Form, or where no daily fee rates are specified in the applicable Order Form, then Content Catalyst's then current standard Daily Fee Rates shall apply (details of which are available from Content Catalyst on request); (ii) unless expressly stated otherwise, Content Catalyst's Daily Fee Rates shall be calculated on the basis of a seven (7) hour day, worked during Normal Business Hours; and (iii) Content Catalyst shall charge for part days worked on a pro-rata basis rounded up to the nearest hour; (iv) Content Catalyst shall be entitled to charge an out of hours rate for any time worked by individuals whom it engages to perform Professional Services outside Normal Business Hours, at 1.5 times its normal Daily Fees Rates; (v) Content Catalyst shall ensure that every individual whom it engages to perform any Professional Services completes time sheets to record time spent on the Professional Services, and Content Catalyst shall indicate the time spent per individual in its invoices; and (vi) unless expressly agreed otherwise, Content Catalyst shall be entitled to raise an invoice in respect of any work undertaken in any calendar month at (or at any time after) the end of the month in question.

4.4. Where Professional Services Fee for Professional Services are to be calculated on a fixed price basis, the amount of those Charges shall be as set out in the applicable Order Form and Content Catalyst shall be entitled to raise an invoice for those Professional Services Fees at such times, or on such dates, or (if applicable) on the achievement of such milestones, as may be stipulated in the Order Form, or (if no such dates or payment terms are stipulated or agreed in the Order Form) in advance of performance of the relevant Professional Services.

4.5. Unless expressly stated otherwise in the applicable Order Form, all Professional Services Fees for Professional Services exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice: (i) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Content Catalyst engages in connection with the Professional Services; and (ii) the cost to Content Catalyst of any materials or services procured by Content Catalyst from third parties for the provision of the Professional Services, as such items and their cost are set out in the Order Form or approved by the Customer from time to time (such approval not to be unreasonably withheld).

4.6. Where any Order Form details applicable Professional Services Fees (including by reference to agreed Daily Fee Rates) for the relevant Professional Services, then where the engagement to provide such Professional Services runs for a period in excess of twelve (12) months, then Content Catalyst may increase those Professional Services Fees (including any agreed Daily Fee Rates) on an annual basis in line with the percentage increase in the UK retail Prices Index in the preceding twelve (12) month period.

4.7. In the event that the Customer fails to pay any Professional Services Fees by the due date for payment and fails remedy such late payment within ten (10) days of being requested to do so by Content Catalyst, then (in addition to, and without prejudice to, any other rights or remedies which may be available to Content Catalyst under the General Terms or at law), Content Catalyst shall be entitled to suspend provision of any Professional Services until payment has been made in full.

4.8. All Professional Services Fees payable to Content Catalyst under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding.

5. Professional Services Warranty

5.1. Content Catalyst warrants that any Professional Services shall be performed in accordance with the terms and requirements detailed in the applicable Order Form, with reasonable skill and care and in line with good industry practice for similar sized organisations providing similar services.

5.2. The warranty at paragraph 5.1 shall not apply to the extent of any non-conformance which is caused by: (i) use of the Professional Services and/or any Deliverables contrary to Content Catalyst's reasonable instructions; (ii) any modification or alteration of the Professional Services and/or Deliverables by any person other than Content Catalyst (or its personnel or sub-contractors); (iii) issues caused by the Customer's systems or hardware, including any faults in such systems or hardware; or (iv) issues caused by any Customer Content, or any data, information, specification or requirement supplied by the Customer.

5.3. Where the Customer provides written notice to Content Catalyst evidencing a breach of warranty at paragraph 5.1 within the Professional Services Warranty Period, Content Catalyst will, at its option: (i) re-perform the applicable Professional Services; or (ii) refund any Professional Services Fees paid under for the applicable Professional Services. This sets out the Customer's sole and exclusive remedy for a breach of the warranty at paragraph 5.1.

6. Intellectual Property Rights

6.1. Unless expressly and explicitly agreed otherwise in writing in the applicable Order Form, the Customer acknowledges and agrees that Content Catalyst (and/or its licensors) shall own and retain all Intellectual Property Rights in or arising from any Professional Services and any Deliverables. Except as expressly stated in the Agreement, the Agreement does not grant the Customer any rights to, or in, any Intellectual Property Rights in respect of any Professional Services or Deliverables.

6.2. Subject to payment of all Professional Services Fees due under this Agreement, Content Catalyst grants to the Customer a non-exclusive, non-transferable licence to use any Professional Services and Deliverables, for their intended purpose, as part of the Customer's business operations and in connection with its use of any related Subscription Services.

6.3. All rights not specifically granted in this Agreement are reserved by Content Catalyst.

7. Limitation of Liability

7.1. In addition to the general limitation of liability provisions which apply under the General Terms (which shall generally apply where the Services provided by Content Catalyst under the Agreement include Professional Services), the Parties agree that Content Catalyst's total aggregate liability in respect of any and all claims relating to the provision of any particular Professional Services detailed in an Order Form (whether in contract, tort, negligence or otherwise) shall be limited to the Professional Services Fees paid or payable for those Professional Services.

7.2. Nothing in these Product Specific Terms shall exclude or limit the liability of Content Catalyst for death or personal injury resulting from negligence, or for fraud or for any other liability which may not be limited or excluded under applicable law.

8. **Duration and Termination**

8.1. Each Engagement for the provision of Professional Services shall continue for the period stipulated in the applicable Order Form, or where no period is stipulated in the applicable Order Form, until the Professional Services have been completed or performed in full and all applicable Professional Services Fees have been paid.

8.2. In addition to their general rights to terminate this Agreement for breach or insolvency set out in the General Terms, either Party may terminate a specific Engagement for the provision of Professional Services, if the other Party has committed a material breach of its obligations with respect to that Engagement and, in a case where the breach is capable of being remedied, has failed to remedy that breach within thirty (30) days after receiving a notice from the other Party requesting it to do so.

8.3. On termination or expiry of any Engagement to provide Professional Services for any reason: (i) the Customer shall be liable for all payments due to Content Catalyst, including Professional Services Fees for all Professional Services properly performed (and expenses incurred) up to the date on which termination/expiration takes effect; (ii) each Party shall return or destroy any and all Confidential Information shared in connection with the Engagement which are in its possession belonging to the other, as directed by the other Party.

9. **Non-solicitation**

9.1. The Customer shall not, without the prior written consent of Content Catalyst, at any time whilst this Agreement remains in force and for a period of six (6) months after termination or expiration of this Agreement, solicit or entice away from Content Catalyst or employ or attempt to employ, any person who is, or has been, engaged as an employee or contractor of Content Catalyst in the provision of any Professional Services.

10. **Version Control**

10.1. This is Version 1 of these Product Specific Terms for Professional Services was last updated on 28 January 2025.