



GENERAL TERMS AND CONDITIONS FOR TAG SUBSCRIBED SERVICES

1. DEFINITIONS

- 1.1. The definitions set out in the Definitions Schedule (Doc Ref: 20233006_Tag_Digital_Interact_Definitions_Schedule) shall apply to this Agreement and your use of the Subscribed Service.
- 1.2. In this Agreement:
 - (a) each Order Form entered into by the Customer shall form a separate agreement, incorporating these General Terms and Conditions for TAG Subscribed Service ("**GTC**") together with the Schedules ("**Agreement**");
 - (b) in the event of any conflict in respect of the provisions of this Agreement and/or the documents referred to therein the following order of priority shall prevail (in descending order of priority):
 - (i) the Order Form;
 - (ii) the Schedules;
 - (iii) the GTC;
 - (iv) the Documentation; and
 - (c) subject to the order of priority between documents in clause 1.2, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

2. USAGE RIGHTS AND RESTRICTIONS

- 2.1. TAG grants to the Customer a non-exclusive, non-transferable and worldwide right to use the Subscribed Service (including its implementation and configuration), TAG Materials and Documentation solely for the Customer's and its Affiliates' internal business operations. Customer may permit Authorised Users to use the Subscribed Service.
- 2.2. Customer will:
 - (a) be responsible for Authorised Users' compliance with the Agreement, Documentation and Order Forms;
 - (b) be responsible for the interoperation of any Non-TAG Applications with which Customer uses the Subscribed Service (unless such integrations were provided by TAG);
 - (c) use commercially reasonable efforts to prevent unauthorised access to or use of the Subscribed Service and notify TAG promptly of any such unauthorised access or use; and
 - (d) use the Subscribed Service only in accordance with the Agreement, Documentation, Acceptable Use Policy, Order Forms, and applicable laws and regulations.
- 2.3. Usage is limited to the Usage Metrics and volumes as stated in the Order Form. The Customer shall ensure that the number of Authorised Users for each Subscribed Service do not exceed the number of Purchased Authorised Users Accounts for the relevant Subscribed Service at any time. The Customer is entitled to remove one individual as an Authorised User and replace them with another individual in accordance with the terms of this Agreement, but Authorised User accounts cannot be shared or used by more than one individual at the same time. TAG may monitor use to verify compliance with Usage Metrics, volume and the Agreement. If Customers exceeds the Usage Metrics, Customer will execute an Order Form for additional quantities of the Subscribed Service promptly upon TAG's request, and/or pay any invoice for excess usage in accordance with clause 7 below.
- 2.4. Customer will not:
 - (a) make the Subscribed Service available to anyone other than Customer or Authorised Users, or use the Subscribed Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation;
 - (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Subscribed Service;
 - (c) use the Subscribed Service or Non-TAG Application to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
 - (d) use the Subscribed Service or Non-TAG Application to store or transmit Malicious Code;
 - (e) interfere with or disrupt the integrity or performance of any Subscribed Service or third-party data contained therein;
 - (f) attempt to gain unauthorized access to any Subscribed Service or its related systems or networks;
 - (g) permit direct or indirect access to or use of any Subscribed Service in a way that circumvents a Usage Metric, or use any Subscribed Service to access or use any of TAG intellectual property except as permitted under the Agreement, an Order Form, or the Documentation;
 - (h) modify, copy, or create derivative works based on a Subscribed Service or any part, feature, function or user interface thereof;
 - (i) frame or mirror any part of the Subscribed Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation;
 - (j) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Subscribed Service or access it to: (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Subscribed Service, (iii) copy any ideas, features, functions or graphics of the Subscribed Service, or (iv) determine whether the Subscribed Service is within the scope of any patent.
- 2.5. Any use of the Subscribed Service in breach of the Agreement by Customer or Authorised Users that in TAG's judgment threatens the security, integrity or availability of the Subscribed Service, may result in TAG's immediate suspension of the Subscribed Service, however TAG will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 2.6. The Subscribed Service may include integrations with web services made available by third parties (other than TAG or its Affiliates) that are processed through the Subscribed Service and subject to terms and conditions with those third parties. These third-party Web Services are not part of the Subscribed Service and the Agreement does not apply to them.
- 2.7. Authorised Users may access certain Subscribed Services through mobile applications obtained from third-party websites. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

- 2.8. If Customer received notice that content or a Non-TAG Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights or the Acceptable Use Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above or in TAG's judgment continued violation is likely to reoccur, TAG may disable the Subscribed Service and/or Non-TAG Application. If requested by TAG, Customer shall confirm such deletion or discontinuance of use in writing and TAG shall be authorised to provide a copy of such information to any such third-party claimant or governmental authority, as applicable. In addition, if TAG is required by any third-party rights holder to remove content or receives information that content provided by Customer may violate applicable law or third-party rights, TAG may discontinue Customer's access to content through the Subscribed Service.

3. SUPPORT AND AVAILABILITY

- 3.1. TAG shall use commercially reasonable efforts to make the Subscribed Services available 99.5% of the time, excluding:
- (a) planned downtime; and
 - (b) unscheduled downtime caused by (i) force majeure; (ii) circumstances entitling TAG to suspend access to the Subscribed Services under clauses 2.5 and 7.2; (iii) Customer's failure to use the Subscribed Services in accordance with the Documentation.
- 3.2. Support Services as detailed in the Support Services Schedule, shall be available for each Subscribed Service to the Customer for the duration of the respective Subscription Term.
- 3.3. TAG will use reasonable endeavours to notify the Customer in advance of scheduled maintenance, but the Customer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.
- 3.4. TAG will maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. The parties shall enter into a separate Data Processing Schedule ("DPA") which will be incorporated by reference and shall apply to the extent Customer Data includes personal data, as defined in the DPA.

4. CHANGES TO SERVICES AND TERMS

- 4.1. TAG may at its absolute discretion make, and notify the Customer of updated versions of the documents referred to in clause 1.2 or other documents referred to in any part of this Agreement (excluding in each case the Order Form) from time to time by notifying the Customer of such update in writing) (Update Notification). TAG will comply with its related obligations in the Data Protection Schedule.
- 4.2. The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of this Agreement from the date 30 Business Days' after Update Notification of such revised document(s) (the Update) (or at such later date as TAG may specify).
- 4.3. The Customer acknowledges that TAG shall be entitled to modify the features and functionality of the Services. TAG shall use reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the relevant Subscribed Service(s) by TAG's customers generally. TAG may, without limitation to the generality of this clause 4.4, establish new limits on the Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Service, remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are introduced by Update to the relevant impacted contractual documents. TAG will comply with its related obligations in the Data Protection Schedule.
- 4.4. TAG or TAG Affiliates may create analyses utilising, in part, Customer Data and information derived from Customer's use of the Subscribed Service and Professional Services, as set out below ("Analyses"). Analyses will anonymise and aggregate information and will be treated as TAG Materials. Unless otherwise agreed, personal data contained in Customer Data is only used to provide the Subscribed Service and the Professional Services. Analyses may be used for the following purposes:
- (a) product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new TAG products and services,
 - (b) improving resource allocation and support,
 - (c) internal demand planning,
 - (d) training and developing machine learning algorithms,
 - (e) improving product performance,
 - (f) verification security and data integrity,
 - (g) identification of industry trends and developments, creation of indices and anonymous benchmarking.

5. CUSTOMER DATA

- 5.1. Customer is responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, and Customer's use of Customer Data with the Subscribed Service. Customer grants TAG (including its Affiliate and subcontractors) a non-exclusive right to process Customer Data solely to provide and support the Subscribed Service.
- 5.2. Customer will collect and maintain personal data contained in the Customer Data in compliance with applicable data privacy protection laws.
- 5.3. Customer will maintain reasonable security standards for its Authorised Users' use of the Subscribed Service. Customer will not conduct or authorise penetration tests of the Subscribed Service without advance written approval from TAG.
- 5.4. Access to Customer Data.
- (a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case TAG and Customer will find a reasonable method to allow Customer to access Customer Data.
 - (b) Before the Subscription Term expires, Customer may use TAG's self-service export tools (as available) to perform a final export of Customer Data from the Subscribed Service.
 - (c) At the end of the Agreement, TAG will delete the Customer Data remaining on service hosting the Subscribed Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.
 - (d) In the event of third-party legal proceedings relating to the Customer Data, TAG will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

6. WARRANTIES

- 6.1. Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:
- (a) in the case of TAG, the operation of TAG's business as it relates to the Subscribed Service, and
 - (b) in the case of the Customer, the Customer Data and the Customer's use of the Subscribed Service.
- 6.2. TAG warrants it will provide the Subscribed Service:
- (a) in substantial conformance with the Documentation; and
 - (b) with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of the Subscribed Services.
- 6.3. Customer's sole and exclusive remedy and TAG's entire liability for breach of the warranty under Clause 6.2 will be:

- (a) the re-performance of the deficient Subscribed Service, and
 - (b) if TAG fails to reperform, Customer may terminate its subscription for the affected Subscribed Service. Any termination must occur within three months of TAG's failure to reperform.
- 6.4. The warranties in clauses 6.2 will not apply if:
- (a) the Subscribed Service is not used in accordance with the Agreement or Documentation,
 - (b) any non-conformity is caused by the Customer, a Non-TAG Application or by any product or service not provided by TAG, or
 - (c) the Subscribed Service was a trial Service or provided for no fee.
- 6.5. Except as expressly provided in the Agreement, neither TAG nor its subcontractors make any representation or warranties and TAG and its subcontractors disclaim all representations, warranties, terms, conditions or statements, which might have effect between the parties or be implied or incorporated into the Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law including the implied conditions, warranties or other terms as to merchantability, suitability, originality, or fitness for a particular use or purpose. Further, except as expressly provided in the Agreement, neither TAG nor its subcontractors make any representations, warranties, terms, conditions or statements of non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error-free.
- 7. CHARGES AND PAYMENT**
- 7.1. The Customer shall pay the fees as set out in the Order Form. Except as otherwise specified in the Agreement or an Order Form:
- (a) fees are based on the Subscribed Service subscription purchased and not actual usage;
 - (b) payment obligations are non-cancellable and fees paid are non-refundable; and
 - (c) Usage Metrics purchased cannot be decreased during the relevant Subscription Term.
- 7.2. TAG may, after prior written notice, suspend Customer's use of the Subscribed Service, until payment is made. Customer cannot withhold, reduce or set-off fees.
- 7.3. Fees and other charges imposed under an Order Form will not include taxes. Customer shall be responsible for all taxes (other than TAG's income and payroll taxes). Customer must provide to TAG any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If TAG is required to pay taxes (other than its income and payroll taxes), Customer will reimburse TAG for those amounts and indemnify TAG for any taxes and related costs paid or payable by TAG attributable to those taxes.
- 8. CONFIDENTIALITY**
- 8.1. Except to the extent set out in this clause 8 or where disclosure is expressly permitted elsewhere in this Agreement, each party agrees to keep confidential, both during the Term and thereafter, all Confidential Information of the other and not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 8.2. Clause 8.1 shall not apply to the extent that such information is:
- (a) already known to or in possession of the receiving party prior to its disclosure;
 - (b) publicly available at the time of its disclosure or becomes publicly available through no wrongful act of the receiving party;
 - (c) rightfully received from a third party without obligation of confidentiality; or
 - (d) independently developed by the receiving party without breach of this Agreement or access to the applicable Confidential Information of the other party.
- 8.3. Each party may disclose the other party's Confidential Information to those of its employees, officers, advisers, agents or representatives who need to know the other party's Confidential Information in order to exercise the disclosing party's rights or perform its obligations under this Agreement provided that the disclosing party shall ensure that each of its employees, officers, advisers, agents or representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with this clause 8 as if it were a party.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1. **TAG Ownership.** TAG, its Affiliates or licensors own all intellectual property rights in and related to the Subscribed Service, TAG Materials, Documentation, Professional Services, design contributions, related knowledge and processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to TAG, its Affiliates and its licensors.
- 9.2. Customer retains all rights in and related to the Customer Data. TAG may use Customer provided trademarks solely to provide and support the Subscribed Service.
- 9.3. Customer grants TAG, its Affiliates and applicable subcontractors a worldwide, limited-term licence to host, copy, use, transmit and display any Non-TAG Applications and program code created by or for Customer using a Subscribed Service or for use by the Customer with the Subscribed Service and Customer Data, each as appropriate for TAG to provide and ensure proper operation of the Subscribed Service and associated systems in accordance with the Agreement. If Customer chooses to use a Non-TAG Application with the Subscribed Service, Customer grants TAG permission to allow the Non-TAG Application and its provider to access Customer Data and information about Customer's usage of the Non-TAG Application as appropriate for the interoperation of that Non-TAG Application with the Subscribed Service. Subject to the limited licences granted in this Clause, TAG acquires no right, title or interest from Customer or its licensors under the Agreement in or to any Customer Data, Non-TAG Application or such program code.
- 9.4. Customer grants TAG a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free licence, with a right to sub-licence, to use, publish, disclose, perform, copy, make, have made, modify, create derivative works, distribute, sell, offer for sale or otherwise benefit from any input comments, or suggestions from the Customer regarding TAG's business or the Subscribed Services and/or possible creation, modification, correction, improvement or enhancement of the Subscribed Services.
- 9.5. Customer covenants, on behalf of itself and its successors and assigns, not to assert against TAG, its Affiliates or licensors, any rights or any claims of any rights, in any Subscribed Service, TAG Materials, Documentation or Professional Services.
- 10. THIRD-PARTY CLAIMS**
- 10.1. Subject to clauses 10.2 and 10.5 TAG shall:
- (a) defend at its own expense any claim brought against the Customer by any third party alleging that the Customer's use of the Services infringes any copyright, database right or registered trade mark, registered design right or registered patent (an **IP Claim**); and
 - (b) pay, subject to clause 10.2, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.
- 10.2. TAG shall have no liability or obligation under this clause 10 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:
- (a) any modification of the Services (or any part) without TAG's express written approval;
 - (b) any Non-TAG Applications;
 - (c) any Customer Data;

- (d) any free or trial Services (or any Support Services provided in connection with them);
 - (e) any breach of this Agreement by the Customer;
 - (f) installation or use of the Services (or any part) otherwise than in accordance with this Agreement and the Documentation; or
 - (g) installation or use of the Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised by TAG.
- 10.3. In the event a claim is made or likely to be made, TAG may (i) procure for Customer the right to continue using the Subscribed Service under the terms of the Agreement, or (ii) replace or modify the Subscribed Service to be non-infringing without a material decrease in functionality. If these options are not reasonably available, TAG or Customer may terminate Customer's subscription to the affected Subscribed Service upon written notice to the other and Customer will be entitled to a pro-rated refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination.
- 10.4. Customer will (i) defend TAG against claims brought against TAG, TAG's Affiliates and subcontractors by any third-party related to Customer Data and (ii) will indemnify TAG against all damages finally awarded against TAG, TAG's Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.
- 10.5. The party against whom a claim is brought shall:
- (a) promptly notify the other Party upon becoming aware of any actual or threatened claim and provide full written particulars;
 - (b) make no comment or admission and take no action that may adversely affect the indemnifying party's ability to defend or settle the claim;
 - (c) provide all assistance reasonably required by the indemnifying party at the indemnifying party's cost; and
 - (d) give the indemnifying party sole authority to defend or settle the claim.
- 10.6. The provisions of this clause 10 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.
- 11. LIMITATION OF LIABILITY**
- 11.1. Neither party will exclude or limit its liability for damages resulting from:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or bodily injury arising from either party's negligence or wilful misconduct;
 - (c) any failure by Customer to pay any fees due under the Agreement; or
 - (d) any liability that cannot be excluded or limited by applicable law.
- 11.2. Subject to clauses 11.1 and 11.3, and regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of the Agreement), the maximum aggregate liability of either party (or its Affiliates or TAG's subcontractors) arising out of the Agreement to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription fees paid for the Subscribed Service directly causing the damage for that twelve month period. Any 'twelve month period' commences on the Subscription Term start date or any of its yearly anniversaries.
- 11.3. Subject to clause 11.1:
- (a) Regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from an breach of the Agreement), under no circumstances shall either party (or their respective Affiliates or TAG's subcontractors) be liable to the other party or any third-party for any loss or damage (whether or not the other party had been advised of the possibility of such loss or damage) in any amount, to the extent that such loss or damage is (i) consequential, indirect, exemplary, special or punitive; or (ii) for any loss of profits, loss of business, loss of business opportunity, loss of goodwill, loss resulting from work stoppage, or loss of revenue or anticipated savings, whether any such loss or damage is direct or indirect, and
 - (b) TAG will not be liable for any damages caused by any Subscribed Service provided for no fee.

12. TERM AND TERMINATION

- 12.1. The Subscription Term is as stated in the Order Form.
- 12.2. A party may terminate the Agreement:
- (a) Upon thirty days' written notice of the other party's material breach unless the breach is cured during that thirty day period,
 - (b) As permitted under clauses 4.3 and 10.3 (with termination effective thirty days after receipt of notice in each of these cases), or
 - (c) Immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches clauses 8 or 20.
- 12.3. Upon the effective date of expiration or termination of the Agreement: (a) Customer's right to use the Subscribed Service and all TAG Confidential Information will end; (b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement; and (c) termination or expiration of the Agreement does not affect other Agreements between the parties.
- 12.4. Other than upon termination by TAG for material breach by the Customer, in the event of termination or expiry of this Agreement the Customer shall continue to have the right to access the Subscribed Services provided under this Agreement for a period of [three months] following the expiry or termination of the Agreement, as relevant.
- 12.5. Clauses 1, 7, 8 and 10 will survive expiration or termination of the Agreement.

13. FORCE MAJEURE

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

14. WAIVER

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

15. ELECTRONIC SIGNATURES

Electronic signatures that comply with applicable law are deemed original signatures.

16. REGULATORY MATTERS

TAG Confidential Information is subject to export control laws of various countries, including the laws of the United States, and United Kingdom. Customer will not submit TAG Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export TAG Confidential Information to countries, persons or entities if prohibited by export laws.

17. RIGHTS AND REMEDIES

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

18. SEVERABILITY

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

19. ENTIRE AGREEMENT

19.1. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

19.3. Except as permitted under clause 4, the Agreement may only be modified in writing signed by both parties.

20. ASSIGNMENT

The Customer shall not, without the prior written consent of TAG, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement. TAG may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

21. RELATIONSHIP OF THE PARTIES

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

22. THIRD PARTY RIGHTS

Notwithstanding any other provision of the Agreement, nothing in the Agreement shall create or confer (whether expressly or by implication) any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person not a party hereto.

23. NOTICES

23.1. Notices under this Agreement shall be in writing and sent to a party's address as set out on the first page of this Agreement (or to the email address set out below). Notices may be given, and shall be deemed received:

- (a) by post: [two] Business Days after posting;
- (b) by hand: on delivery; and
- (c) by email to legal.team@wlt.com in the case of TAG and the email address set out in the Order Form in case of Customer: on receipt of a delivery return email.

24. GOVERNING LAW

The 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 laws of England and Wales. All disputes will be subject to the exclusive jurisdiction of the courts located in London.