



## TERMS OF SERVICE AGREEMENT

Thank you for signing up for a subscription with GatedContent.com (henceforth referred to as “GatedContent.com”, “we” or “us”). By placing an order, clicking to accept this Agreement, or using or accessing any GatedContent.com Service or related services, you agree to all the terms and conditions of this Terms of Service Agreement (henceforth referred to as the “Agreement”). If you are using a GatedContent.com Service or related services on behalf of a company or other entity, then “Customer” or “you” means that entity, and you are binding that entity to this Agreement. You represent and warrant that you have the legal power and authority to enter into this Agreement and that, if the Customer is an entity, this Agreement and each Order Form is entered into by an employee or agent with all necessary authority to bind that entity to this Agreement. Please note that we may modify this Agreement as further described in the amendments section below, so you should make sure to check this page from time to time. This Agreement includes any Order Forms and Service-Specific Terms (as defined below) as well as any policies or exhibits linked to or referenced herein.

*This Agreement was last updated on November 1, 2021.*

1. OVERVIEW OF THE GATEDCONTENT.COM PLATFORM. GatedContent.com provides a web-based service that allows subscribers to configure and deploy web forms onto web platforms for the use of content marketing and online contact conversion. To accomplish this, Customer first installs GatedContent.com Code on a website or web application, then uses the editing and configuration tools within the applicable GatedContent.com Service to configure forms and content gating. The Service provides HTML embed code to deploy forms and content gating onto the websites. The Service also provides performance-based reporting.
2. DEFINITIONS.
  - i. “Aggregate/Anonymous Data” means: (i) data generated by aggregating Customer Data with other data so that results are non-personally identifiable with respect to Customer or its Visitors and (ii) anonymous learnings, logs and data regarding use of the GatedContent.com Services.



- ii. “Authorized Users” means Customer’s employees and contractors (such as media agencies or marketing consultants) who are acting for Customer’s benefit and on its behalf.
- iii. “Confidential Information” means code, inventions, know-how, product plans, inventions, technical and financial information exchanged under this Agreement, that is identified as confidential at the time of disclosure or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed.
- iv. “Customer Data” means: (i) Content; (ii) Submitted Data; (iii) Visitor Data; and (iv) any other Customer Data specified in the Service-Specific Terms.
- v. “Customer Sites” means the web domains and subdomains expressly identified in the applicable Order Form.
- vi. “Documentation” means GatedContent.com’s end user technical documentation provided with the GatedContent.com Service.
- vii. “GatedContent.com Code” means the code developed and provided by GatedContent.com to Customer for use in connection with the GatedContent.com Service, which may include GatedContent.com’s JavaScript code (for Customer Sites), or any other code developed and provided by GatedContent.com.
- viii. “GatedContent.com Service” means the specific proprietary software-as-a-service product of GatedContent.com specified in Customer’s Order Form, including any related GatedContent.com Code and Documentation. “GatedContent.com Services” do not include any Third Party Product.
- ix. “GatedContent.com Technology” means the GatedContent.com Services, any and all related or underlying documentation, technology, code, know-how, logos and templates (including in any reports or output obtained from the GatedContent.com Service), anything delivered as part of support or other services, and any updates, modifications or derivative works of any of the foregoing, including as may incorporate any Feedback.
- x. “Order Form” means any GatedContent.com ordering documentation or online sign-up or subscription flow that references this Agreement.



- xi. “Regulated Data” means: (i) any personally identifiable information (other than information about Authorized Users necessary to create user accounts); (ii) any patient, medical or other protected or regulated health information; or (iii) any government IDs, financial information (including bank account or payment card numbers) or any other information subject to regulation or protection under specific laws or regulations.
- xii. “Scope of Use” means the usage limits or other scope of use descriptions for the GatedContent.com Service included in the applicable Order Form or Documentation. These include any numerical limits on Visitors or Authorized Users, descriptions of product feature levels and names or numerical limits for Customer Properties.
- xiii. “Submitted Data” means data uploaded, inputted or otherwise submitted by Customer to the GatedContent.com Service, including Third Party Content.
- xiv. “Subscription Term” means the initial term for the subscription to the applicable GatedContent.com Service, as specified on Customer’s Order Form(s), and each subsequent renewal term (if any).
- xv. “Third Party Content” means content, data or other materials that Customer provides to the GatedContent.com Services from its third-party data providers.
- xvi. “Visitor” means any end user of a Customer Property.
- xvii. “Visitor Data” means the data concerning the characteristics and activities of Visitors on the Customer Properties collected for Customer by the GatedContent.com Service, including any such data specified in the Service-Specific Terms.

Other terms are defined in other Sections of this Agreement or in the Service-Specific Terms.

- 3. ACCOUNT REGISTRATION AND USE. Customer and its Authorized Users may need to register for an GatedContent.com account in order to place orders or to access or receive a GatedContent.com Service. Account information must be accurate, current and complete, and will be governed by GatedContent.com’s Privacy Policy (currently available at <https://www.GatedContent.com/privacy/>). Customer agrees to keep this information up-to-date so that GatedContent.com may send notices, statements and other information by email or through Customer’s account. Customer must ensure that any user IDs, passwords



and other access credentials for the GatedContent.com Service are kept strictly confidential and not shared with any unauthorized person. If any Authorized User stops working for Customer, Customer must immediately terminate that person's access to its account and any GatedContent.com Service. Customer will be responsible for any and all actions taken using its and its users' accounts, passwords or access credentials. Customer must notify GatedContent.com immediately of any breach of security or unauthorized use of its account. Accounts are granted to specific Customers and must not be shared with others.

#### 4. USE RIGHTS.

- i. Use of GatedContent.com Services. Subject to all terms and conditions of this Agreement, GatedContent.com grants Customer a worldwide, non-exclusive, non-transferable, non-sub-licensable right and license during the applicable Subscription Term to access and use the GatedContent.com Service designated on Customer's Order Form solely for Customer's internal business purposes, but only in accordance with this Agreement (including without limitation any applicable Service-Specific Terms), the Documentation, and all applicable Scope of Use descriptions. Where specified in the Service-Specific Terms, the GatedContent.com Service may require installation of GatedContent.com Code on Customer Properties. In such cases, subject to the same conditions above, the rights granted in this Section further include the right to install and use the relevant GatedContent.com Code on the specified Customer Properties.
- ii. Use by Others. Customer may permit its Authorized Users to use the GatedContent.com Service provided their use is for Customer's benefit only and remains in compliance with this Agreement. Customer will be responsible and liable for all Authorized Users' use and access and their compliance with the terms and conditions herein. Use by all Authorized Users in aggregate will count towards applicable Scope of Use restrictions.
- iii. General Restrictions. Customer must not (and must not allow any third party to): (i) rent, lease, copy, transfer, sublicense or provide access to the GatedContent.com Service to a third party (except Authorized Users as specifically authorized above); (ii) incorporate the GatedContent.com Service (or any portion thereof) into, or use it with or to provide, any site, product or service, other than on Customer Properties owned-and-operated by Customer and as specifically permitted above; (iii) use the GatedContent.com Service (or any portion



thereof) for time sharing purposes or for a third party's benefit; (iv) publicly disseminate information regarding the performance of the GatedContent.com Service (which is deemed GatedContent.com's Confidential Information); (v) modify or create a derivative work of the GatedContent.com Service or any portion thereof; (vi) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any GatedContent.com Service (including GatedContent.com Code), except to the extent expressly permitted by applicable law and then only upon advance notice to GatedContent.com; (vii) break or circumvent any security measures or rate limits for GatedContent.com Services;(viii) distribute any portion of the GatedContent.com Service other than the GatedContent.com Code installed in Customer Sites as specifically permitted above; or (ix) remove or obscure any proprietary or other notices contained in the GatedContent.com Service including in any reports or output obtained from the GatedContent.com Service.

- iv. Beta Releases and Free Access Subscriptions. GatedContent.com may provide Customer with a GatedContent.com Service or GatedContent.com Code for free or on a trial basis (a "Free Access Subscription") or with "alpha", "beta" or other early-stage GatedContent.com Services, GatedContent.com Code, integrations or features ("Beta Releases"). This Section will apply to any Free Access Subscription or Beta Release (even if a Beta Release is provided for a fee or counts towards Customer's Scope of Use allocations) and supersedes any contrary provision in this Agreement. GatedContent.com may use good faith efforts in its discretion to assist Customer with Free Access Subscriptions or Beta Releases. Nevertheless, and without limiting the other disclaimers and limitations in this Agreement, CUSTOMER AGREES THAT ANY FREE ACCESS SUBSCRIPTION OR BETA RELEASE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT, MAINTENANCE, STORAGE, SLA OR INDEMNITY OBLIGATIONS OF ANY KIND. WITH RESPECT TO BETA RELEASES, CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT BETA RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS AND OTHER PROBLEMS FOR WHICH GATEDCONTENT.COM WILL NOT BE RESPONSIBLE. ACCORDINGLY, ANY USE OF A BETA RELEASE IS AT CUSTOMER'S SOLE RISK. GatedContent.com makes no promises that future versions of a Beta Release will be released or will be available under the same



commercial or other terms. GatedContent.com may terminate Customer's right to use any Free Access Subscription or Beta Release at any time for any reason or no reason at GatedContent.com's sole discretion, without liability.

## 5. CUSTOMER DATA.

- i. **Rights in Customer Data.** As between the parties, Customer retains all rights, title and interest (including any intellectual property rights) in and to the Customer Data, all Customer Properties and all content contained therein (excluding any GatedContent.com Technology). Customer hereby grants GatedContent.com a non-exclusive, worldwide, royalty-free right and license to collect, use, copy, store, transmit, modify and create derivative works of the Customer Data solely to the extent necessary to provide the GatedContent.com Service and related services to Customer and as otherwise provided below. For Content, this includes the right to publicly display and perform Content and the Customer Properties (including derivative works and modifications) as directed by Customer through the GatedContent.com Service.
- ii. **Aggregate/Anonymous Data.** Customer agrees that GatedContent.com will have the right to generate Aggregate/Anonymous Data. Notwithstanding anything to the contrary herein, the parties agree that Aggregate/Anonymous Data is GatedContent.com Technology, which GatedContent.com may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve GatedContent.com's products and services and to create and distribute reports and other materials). GatedContent.com will not distribute Aggregate/Anonymous Data in a manner that personally identifies Customer or its Visitors.
- iii. **Security.** GatedContent.com agrees to maintain technical and organizational measures designed to secure its systems from unauthorized access, use or disclosure. These measures will include: (i) storing Customer Data on servers located in a physically secured location and (ii) using firewalls, access controls and similar security technology designed to protect Customer Data from unauthorized disclosure. GatedContent.com takes no responsibility and assumes no liability for any Customer Data other than its express security obligations in this Section.



- iv. Storage. GatedContent.com does not provide an archiving service. During the Subscription Term, Customer acknowledges that GatedContent.com may delete Content no longer in active use. GatedContent.com expressly disclaims all other obligations with respect to storage. Additional storage terms may be specified in the applicable Service-Specific Terms.
6. CUSTOMER OBLIGATIONS. Customer agrees to: (i) maintain a legally-adequate privacy policy on its Customer Properties and provide all required disclosures to its Visitors; (ii) obtain all necessary rights, releases and consents to allow Customer Data to be collected, used and disclosed in the manner contemplated by this Agreement and to grant GatedContent.com the rights herein; (iii) use the GatedContent.com Services in compliance with GatedContent.com's then-current Acceptable Use Policy; (iv) not submit, collect or use any Regulated Data to or with the GatedContent.com Service (including from Third Party Products) except where expressly permitted by the Service-Specific Terms; (v) comply with any third party terms applicable to any Customer Apps (such as app store terms) and to Third Party Products used in connection with the GatedContent.com Service; and (vi) not take any action that would cause GatedContent.com, the GatedContent.com Service or the GatedContent.com Code to become subject to any third party terms (including open source license terms). Customer represents and warrants that its Customer Properties and the collection, use and disclosure of Customer Data will not violate third party rights, including intellectual property, privacy and publicity rights. If Customer receives any take down requests or infringement notices related to Customer Data or its use of Third Party Products, it must promptly stop using these items with the GatedContent.com Services and notify GatedContent.com.
7. SERVICES. GatedContent.com makes available web-based support through its website (currently available at [help.gatedcontent.com](https://help.gatedcontent.com)). Additional support services may be available to Customer upon payment of applicable fees (if any), as specified in Customer's Order Form. Any support services are subject to this Agreement and GatedContent.com's applicable support policies. GatedContent.com may also provide onboarding, deployment and other services under this Agreement. The scope, pricing and other terms for these additional services will be set forth in an Order Form, Order Form exhibit or other document referencing this Agreement. Customer may use anything delivered as part of these



additional services internally during its Subscription Term to support its authorized use of the GatedContent.com Service, subject to the restrictions in Section 4 (Use Rights) above applicable to the GatedContent.com Service itself. GatedContent.com's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services. For avoidance of doubt, Customer retains ownership of any Confidential Information it provides to GatedContent.com.

- For routine or urgent issues, tickets should be raised using the GatedContent.com support system or emailing support@gatedcontent.com.
- Tickets will be responded to within one working day and prioritized.
- For critical issues that occur outside of UK business hours the following emergency telephone number can be used +447801256033.
- This number is for admin or platform owner use only.
- The Service Level Agreement is detailed in Appendix A below.

8. FEES AND PAYMENT. Customer agrees to pay all fees in within thirty (30) days of the invoice date, unless a different payment period is specified in the applicable Order Form. GatedContent.com's fees are exclusive of all taxes, and Customer must pay any applicable sales, use, VAT, GST, excise, withholding or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of GatedContent.com. Customer will make tax payments to GatedContent.com to the extent amounts are included in GatedContent.com's invoices. Some customers may have the option to pay by credit card. If Customer is paying by credit card, it authorizes GatedContent.com to charge fees and other amounts automatically to Customer's credit card without invoice. Unless otherwise specified in an Order Form or Service-Specific Term, such charges typically occur monthly in advance, though overage fees (if any) may be charged in arrears. Payments are non-refundable and non-creditable and payment obligations non-cancellable. Late payments may be subject to a service charge equal to the lesser of 1.5% per month of the amount due or the maximum amount allowed by law.

9. TERM AND TERMINATION.



- i. Term. This Agreement is effective until all Subscription Terms for the GatedContent.com Service(s) have expired or are terminated as expressly permitted herein.
- ii. Subscription Term and Renewals. By placing an Order Form for purchase of an GatedContent.com Service, Customer is agreeing to pay applicable fees for the entire Subscription Term. Customer cannot cancel or terminate a Subscription Term except as expressly permitted by Section 9.4 (Termination for Cause) or a Service-Specific Term. Each Subscription Term will automatically renew for additional successive twelve-month periods unless: (i) otherwise stated on the applicable Order Form or (ii) either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term. If no subscription start date is specified on the applicable Order Form, the subscription starts when Customer first obtains access to the GatedContent.com Service. Pricing for any Subscription Term renewal, new Order Form or Order Form change will be at GatedContent.com's then-applicable rates.
- iii. Suspension of Service. GatedContent.com may suspend Customer's access to the GatedContent.com Service(s) if: (i) Customer's account is overdue or (ii) Customer has exceeded its Scope of Use limits. GatedContent.com may also suspend Customer's access to the GatedContent.com Service(s), remove Customer Data or disable Third Party Products if it determines that: (a) Customer has breached Sections 4 (Use Rights) or 6 (Customer Obligations) or (b) suspension is necessary to prevent harm or liability to other customers or third parties or to preserve the security, stability, availability or integrity of the GatedContent.com Service. GatedContent.com will have no liability for taking action as permitted above. For avoidance of doubt, Customer will remain responsible for payment of fees during any suspension period. However, unless this Agreement has been terminated, GatedContent.com will cooperate with Customer to restore access to the GatedContent.com Service once it verifies that Customer has resolved the condition requiring suspension.
- iv. Termination for Cause. Either party may terminate this Agreement, including any related Order Form, if the other party: (i) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice detailing the breach; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable



proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). GatedContent.com may also terminate this Agreement or any related Order Forms immediately if Customer breaches Sections 4 (Use Rights) or 6 (Customer Obligations) or for repeated violations of this Agreement.

- v. Effect of Termination. Upon any expiration or termination of this Agreement or an Order Form: (i) Customer's license rights shall terminate and it must immediately cease use of the applicable GatedContent.com Service(s) (including any related GatedContent.com Technology), cease distributing any GatedContent.com Code installed on its Customer Properties, and delete (or, at GatedContent.com's request, return) any and all copies of the GatedContent.com Code, any GatedContent.com documentation, passwords or access codes and any other GatedContent.com Confidential Information in Customer's possession, custody or control and (ii) Customer's right to access any Customer Data in the applicable GatedContent.com Service will cease and GatedContent.com may delete any such data in its possession at any time. If GatedContent.com terminates this Agreement for cause as provided in Section 9.4 (Termination for Cause), any payments for the remaining portion of the Subscription Term will become due and must be paid immediately by Customer. Except where this Agreement specifies an exclusive remedy, all remedies under this Agreement, including termination or suspension, are cumulative and not exclusive of any other rights or remedies that may be available to a party.
- vi. Survival. The following Sections survive any expiration or termination of this Agreement: 2 (Definitions); 3 (Account Registration and Use); 4.3 (General Restrictions); 4.4 (Beta Releases and Free Access Subscriptions); 5.1 (Rights in Customer Data); 5.2 (Aggregate/Anonymous Data); 8 (Fees and Payment); 9 (Term and Termination); 10 (Confidential Information); 11 (GatedContent.com Technology); 12 (Indemnification); 13 (Disclaimers); 14 (Limitations of Liability); 15 (Third-Party Products and Integrations); and 16 (General).

## 10. CONFIDENTIAL INFORMATION.

- i. Obligation of Confidentiality. Each party (as the receiving party) must: (i) hold in confidence and not disclose the other party's Confidential Information to third parties except as permitted by this Agreement; and (ii) use the other party's Confidential Information only to



fulfill its obligations and exercise its rights under this Agreement. Each party may share the other party's Confidential Information with its employees, agents or contractors having a legitimate need to know (which, for GatedContent.com, includes the subcontractors referenced in Section 16.4), provided that such party remains responsible for any recipient's compliance with the terms of this Section 10 and these recipients are bound to confidentiality obligations no less protective than this Section.

- ii. Exclusions. These confidentiality obligations do not apply to (and Confidential Information does not include) information that: (i) is or becomes public knowledge through no fault of the receiving party; (ii) was known by the receiving party prior to receipt of the Confidential Information; (iii) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the receiving party without using the disclosing party's Confidential Information. A party may also disclose the other party's Confidential Information to the extent required by law or court order, provided it gives advance notice (if permitted by law) and cooperates in any effort by the other party to obtain confidential treatment for the information.

## 11. GATEDCONTENT.COM TECHNOLOGY.

- i. Ownership and Updates. This is a subscription agreement for access to and use of the GatedContent.com Service. Customer acknowledges that it is obtaining only a limited right to use the GatedContent.com Service and that irrespective of any use of the words "purchase", "sale" or similar terms, no ownership rights are transferred to Customer under this Agreement. Customer agrees that GatedContent.com (or its suppliers) retains all rights, title and interest (including all intellectual property rights) in and to all GatedContent.com Technology (which is deemed GatedContent.com's Confidential Information) and reserves any licenses not specifically granted herein. Other than the GatedContent.com Code, the GatedContent.com Service is offered as an on-line, hosted product. Accordingly, Customer acknowledges and agrees that it has no right to obtain a copy of the software behind any GatedContent.com Service and that GatedContent.com at its option may make updates, bug fixes, modifications or improvements to the GatedContent.com Service from time-to-time without notice.



ii. Feedback. If Customer elects to provide any suggestions, comments, improvements, information, ideas or other feedback or related materials to GatedContent.com (collectively, “Feedback”), Customer hereby grants GatedContent.com a worldwide, perpetual, non-revocable, sublicensable, royalty-free right and license to use, copy, disclose, license, distribute and exploit any such Feedback in any manner without any obligation, payment or restriction based on intellectual property rights or otherwise. Nothing in this Agreement limits GatedContent.com’s right to independently use, develop, evaluate or market products, whether incorporating Feedback or otherwise.

12. INDEMNIFICATION. Customer will indemnify and hold GatedContent.com harmless from and against any third-party claims and related costs, damages, liabilities and expenses (including reasonable attorney’s fees) arising from or pertaining to any Customer Data, Customer Property (including services or products provided through such property), or breach or alleged breach of Section 6 (Customer Obligations). Customer also agrees to defend GatedContent.com against these claims at GatedContent.com’s request, but GatedContent.com may participate in any claim through counsel of its own choosing and the parties will reasonably cooperate on any defense. Customer must not settle any claim without GatedContent.com’s prior written consent if the settlement does not fully release GatedContent.com from liability or would require GatedContent.com to admit fault, pay any amounts or take or refrain from taking any action.

13. DISCLAIMERS. ALL GATEDCONTENT.COM TECHNOLOGY AND RELATED SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. NEITHER GATEDCONTENT.COM NOR ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. GATEDCONTENT.COM MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT GATEDCONTENT.COM TECHNOLOGY WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS, THAT CUSTOMER DATA WILL BE ACCURATE, COMPLETE OR PRESERVED WITHOUT LOSS, OR THAT GATEDCONTENT.COM TECHNOLOGY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE. GATEDCONTENT.COM DOES NOT GUARANTEE THAT SECURITY MEASURES WILL BE ERROR-FREE AND WILL NOT BE



RESPONSIBLE OR LIABLE FOR UNAUTHORIZED ACCESS BEYOND ITS REASONABLE CONTROL. GATEDCONTENT.COM WILL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY CUSTOMER PROPERTIES, THIRD PARTY PRODUCTS, THIRD PARTY CONTENT, OR NON-GATEDCONTENT.COM SERVICES (INCLUDING FOR ANY DELAYS, INTERRUPTIONS, TRANSMISSION ERRORS, SECURITY FAILURES, AND OTHER PROBLEMS CAUSED BY THESE ITEMS), FOR REGULATED DATA RECEIVED FROM CUSTOMER IN BREACH OF THIS AGREEMENT, FOR THE COLLECTION, USE AND DISCLOSURE OF CUSTOMER DATA AUTHORIZED BY THIS AGREEMENT, OR FOR DECISIONS OR ACTIONS TAKEN (OR NOT TAKEN) BY CUSTOMER BASED UPON GATEDCONTENT.COM TECHNOLOGY OR GATEDCONTENT.COM'S RELATED SERVICES (INCLUDING CHANGES TO CUSTOMER PROPERTIES). THE DISCLAIMERS IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, ANY STATUTORILY REQUIRED WARRANTIES UNDER APPLICABLE LAW, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD AND MAXIMUM EXTENT PERMITTED BY LAW.

14. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL GATEDCONTENT.COM OR ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, LOST PROFITS, COSTS OF DELAY, REPUTATIONAL HARM, OR ANY INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GATEDCONTENT.COM'S OR ITS SUPPLIERS' TOTAL LIABILITY EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER TO GATEDCONTENT.COM FOR THE APPLICABLE GATEDCONTENT.COM SERVICE OR RELATED SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. FOR FREE ACCESS SUBSCRIPTIONS OR BETA RELEASES PROVIDED WITHOUT CHARGE, GATEDCONTENT.COM'S TOTAL LIABILITY SHALL NOT EXCEED IN AGGREGATE FIFTY POUNDS STERLING (£50 GBP). NOTWITHSTANDING THE FOREGOING, NONE OF THE LIMITATIONS IN THIS SECTION 14 EXCLUDES EITHER PARTY'S LIABILITY



FOR FRAUD OR FOR DEATH OR PERSONAL INJURY TO THE EXTENT CAUSED BY A PARTY'S NEGLIGENCE. IN ADDITION, THE LAWS IN SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE LIMITATIONS OF LIABILITY IN THIS SECTION. IF ANY OF THESE LAWS IS FOUND TO APPLY TO THIS AGREEMENT, THIS SECTION 14 SHALL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY SUCH LAW. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION 14 IS A FUNDAMENTAL BASIS OF THE BARGAIN AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL SURVIVE AND APPLY TO ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY GATEDCONTENT.COM TECHNOLOGY OR ANY RELATED SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

15. **THIRD PARTY PRODUCTS AND INTEGRATIONS.** If Customer uses Third Party Products in connection with the GatedContent.com Services, those products may make Third Party Content available to Customer and may access Customer's instance of the GatedContent.com Service, including Customer Data. GatedContent.com does not warrant or support Third Party Products or Third Party Content (whether or not these items are designated by GatedContent.com as "powered", "verified" or otherwise) and disclaims all responsibility and liability for these items and their access to the GatedContent.com Services, including their modification, deletion, disclosure or collection of Customer Data. GatedContent.com is not responsible in any way for Customer Data once it is transmitted, copied or removed from the GatedContent.com Services. The client is responsible for ensuring that platforms receiving data (including but not limited to form submission data) are correctly configured to receive and store such data appropriately.

#### 16. GENERAL.

- i. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that GatedContent.com may assign this Agreement without consent to an affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any



attempt to transfer or assign this Agreement except as expressly authorized under this Section 16.1 will be null and void.

- ii. Notices. Any notice or communication under this Agreement must be in writing. Customer must send any notices under this Agreement (including breach notices) to GatedContent.com at the following address, support@GatedContent.com, and include “Attn. Legal Department” in the subject line. GatedContent.com may send notices to the e-mail addresses on Customer’s account or, at GatedContent.com’s option, to Customer’s last-known postal address. GatedContent.com may also provide operational notices regarding the GatedContent.com Service or other business-related notices through conspicuous posting of such notice on GatedContent.com’s website or the GatedContent.com Service. Each party hereby consents to receipt of electronic notices. GatedContent.com is not responsible for any automatic filtering Customer or its network provider may apply to email notifications.
- iii. Publicity. Unless otherwise specified in the applicable Order Form, GatedContent.com may use Customer’s name, logo and marks (including marks on Customer Properties) to identify Customer as an GatedContent.com customer on GatedContent.com’s website and other marketing materials.
- iv. Subcontractors. GatedContent.com may use subcontractors and permit them to exercise the rights granted to GatedContent.com in order to provide the GatedContent.com Service and related services under this Agreement. These subcontractors may include, for example, GatedContent.com’s hosted service and CDN providers. However, subject to all terms and conditions herein, GatedContent.com will remain responsible for: (i) compliance of its subcontractors with the terms of this Agreement; and (ii) the overall performance of the GatedContent.com Services if and as required under this Agreement.
- v. Subpoenas. Nothing in this Agreement prevents GatedContent.com from disclosing Customer Data to the extent required by law, subpoenas, or court orders, but GatedContent.com will use commercially reasonable efforts to notify Customer where permitted to do so.
- vi. Independent Contractors. The parties to this Agreement are independent contractors, and this Agreement does not create a partnership, joint venture, employment, franchise, or



agency relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

- vii. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement (except payment obligations) if the delay or failure is due to causes beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or reduction of power or telecommunications or data networks or services, or government act.
- viii. Export. Customer is responsible for obtaining any required export or import authorizations for use of the GatedContent.com Services. Customer represents and warrants that it, its affiliates, and its Authorized Users are not on any United Kingdom government list of prohibited or restricted parties or located in (or a national of) a country subject to a United Kingdom government embargo or that has been designated by the United Kingdom government as a "terrorist supporting" country. Customer must not access or use the GatedContent.com Service in violation of any United Kingdom export embargo, prohibition or restriction.
- ix. Amendments; Waivers. GatedContent.com may update or modify this Agreement (including any Service-Specific Terms, referenced policies and other documents) from time to time. If GatedContent.com modifies the Agreement during Customer's Subscription Term, the modified version will take effect upon Customer's next Subscription Term renewal, except that: (i) changes to the policies referenced herein (such as the Acceptable Use Policy) will take effect thirty (30) days from the date of posting; (ii) if GatedContent.com launches new products or optional features that require opt-in acceptance of new terms, those terms will apply upon Customer's acceptance; and (iii) any updated or modified Agreement will take effect immediately for Free Access Subscriptions or if Customer accepts new Order Forms or Order Form changes following the modification. Customer may be required to click through the updated Agreement to show acceptance; in any event, continued use of Free Access Subscriptions or any renewal of a Subscription Term following the update shall constitute acceptance of the updated Agreement. If Customer does not agree to the updated Agreement after it takes effect, Customer will no longer have the right to use the GatedContent.com Service. Except as otherwise described in this Section, any modification or amendment to this Agreement must be made in writing and signed by a duly authorized

representative of each party (each in its discretion). No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement. Waivers must be made in writing and executed by a duly authorized representative of the waiving party.

- x. Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement may otherwise remain in effect.
- xi. No Third Party Rights. Nothing in this Agreement confers on any third party the right to enforce any provision of this Agreement. Customer acknowledges that each Order Form only permits use by and for the legal entity or entities identified in the Order Form and not any affiliated entities.
- xii. Attorneys' Fees and Costs. The substantially prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs for the action.
- xiii. Entire Agreement. This Agreement represents the parties' complete and exclusive understanding relating to the Agreement's subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the GatedContent.com Technology or any other subject matter covered by this Agreement. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement regardless of when or where adopted. Any terms provided by Customer (including as part of any purchase order or other business form used by Customer) are for administrative purposes only, and have no legal effect.
- xiv. Governing Law; Jurisdiction and Venue. This agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

## **APPENDIX A**

### **SERVICE LEVEL AGREEMENT**

1. General. The service levels described below (“Service Levels”) are non-inclusive measures of whether the Services meet the requisite levels and standards under the Agreement. The Service Levels are key indicators of performance but do not cover all aspects of such Services and are only a few of many indicators relevant to whether the requisite levels and standards under the Agreement are met. GatedContent.com will meet or exceed the Service Levels. A “Service Level Failure” will occur when GatedContent.com fails to meet a Service Level. The provision of “Service Failure Credits” is without prejudice to other rights and remedies that CUSTOMER and its Affiliates may have under the Agreement or at law or in equity.
2. Service Failure Credit Methodology. Service Failure Credits will be calculated based upon Vendor’s performance relative to the Service Levels described in this Appendix A. Service Failure Credits will be determined on the following basis: (a) each month, twenty-five percent (25%) of all Fees accrued or charged to CUSTOMER and its Affiliates, excluding permitted out-of-pocket expenses but not excluding Service Failure Credits credited (the “Monthly Charges”) will constitute a pool of “Revenue at Risk” available as Service Failure Credits; (b) the percentage of the Revenue at Risk available to be applied as a Service Failure Credit with respect to each Service Level (“Service Failure Credit Allocations”) is set out in Section 8 below; and (c) CUSTOMER shall be entitled, based upon the Service Failure Credit Allocations, to Service Failure Credits if Service Level Failures occur in any calendar month. Service Levels shall be measured on a monthly basis unless otherwise indicated. CUSTOMER shall not be entitled to Service Failure Credits if GatedContent.com is without fault in causing the Service Level Failure, the Service Level Failure arises out of a cause beyond the reasonable control of Vendor, and the Service Level Failure could not have been prevented by Vendor’s use of reasonable precautions or circumvented by workarounds that the GatedContent.com could have implemented.



3. Application of Service Failure Credits. GatedContent.com shall track its performance and calculate any amount that CUSTOMER is entitled to as Service Failure Credits. Within ten (10) days after the last day of each month, GatedContent.com will provide to CUSTOMER monthly performance reports (in both hard and soft copy) which specify any performance failures, the remedial measures taken, and application of Service Failure Credits. GatedContent.com shall credit all Service Failure Credits towards the next invoice or, if CUSTOMER elects to terminate such Services, GatedContent.com shall promptly provide the Service Failure Credits in the form of a refund.
4. Remedial Measures. Regardless of whether Service Failure Credits apply, if GatedContent.com fails to meet a Service Level in a particular instance, it will take prompt corrective action and, as requested by CUSTOMER, report on the progress of such actions to CUSTOMER. On request, GatedContent.com will provide a report detailing its past performance and planned measures to improve future performance with respect to any or all Service Levels or other aspects of the Services.
5. Automatic Continuous Improvement. On each anniversary date of the applicable Schedule, the Service Levels will be automatically improved to the median of all measurements in the prior year to the extent greater than the original Service Level.
6. Service Levels. The Services performed by GatedContent.com shall be subject to the following Service Levels, as further described in Section 7: (a) Time to Acknowledge, (b) Time to Respond, (c) Problem Resolution (d) Service Availability, (e) Service Response Time, and (f) Customer Satisfaction Survey.
7. Service Levels, Definitions.

(a) “**Time to Acknowledge**” shall be measured as the number of Tickets that GatedContent.com responds to within the Time to Acknowledge metric during a month, divided by the total number of such Tickets opened during the month, with the result expressed as a percentage. Time to Acknowledge begins when the Ticket is received by GatedContent.com and ends at the time that GatedContent.com both contacts the end user to acknowledge receipt of the Ticket and coordinates the necessary measures to resolve the problem raised.

(b) “Time to Respond” shall be measured as the number of Tickets that GatedContent.com responds to within the Time to Respond metric during a month, divided by the total number of such Tickets opened during the month, with the result expressed as a percentage. Time to Respond begins when the Ticket is received by GatedContent.com and ends at the time that GatedContent.com initiates actual problem resolution.

(c) “Problem Resolution” shall be measured as the number of Tickets that GatedContent.com actually resolved within the Time to Resolve metric during a month, divided by the total number of Tickets opened during the month, with the result expressed as a percentage. Time to Resolve begins when a Ticket is received by GatedContent.com and ends when the problem has been resolved to CUSTOMER’s reasonable satisfaction. “Problem Resolution” will only apply to tickets related specifically to Service Availability, tickets raised for non-critical issues or feature requests fall outside of this SLA.

(d) “Service Availability” shall be measured for the applicable Service to determine if it is available to CUSTOMER and its Affiliates on a 24 x 7 x 365 days basis and is functioning normally in all other material respects. Service Availability shall be measured on a calendar monthly basis and calculated as follows: the sum of (i) the number of minutes the Service is fully available during each calendar month; plus (ii) the number of Excluded Minutes for such month, divided by the total number of minutes in the calendar month.

(e) “Service Response Time” shall be measured as the amount of time taken for the applicable Service to return all data responsive to the end user’s request commencing from the time the end user presses the enter key (or other relevant keystroke) to transmit the request to the Service.

(f) “Excluded Minutes” means any minutes during the applicable calendar month when a Service is not fully available due to scheduled routine maintenance. CUSTOMER is to be notified of scheduled maintenance for each contract year at least thirty (30) days in advance. In no event may Excluded Minutes exceed five (5) hours per month. For the avoidance of doubt, lack of Service Availability other than during scheduled routine maintenance does not constitute Excluded Minutes.

(g) “Ticket” means the notice given by CUSTOMER or any of its Affiliates to GatedContent.com that the Service is not available or has degraded response time.

8. Service Level Metrics. The following metrics shall apply to the Service Levels:

<b>METRIC</b>	<b>PERMITTED TIME</b>	<b>SERVICE LEVEL</b>	<b>SERVICE FAILURE CREDIT ALLOCATION</b>
Time To Acknowledge	15 minutes or less	99%	5%
Time To Respond	1 business day	99%	10%
Problem Resolution	2 business days	99%	20%
Service Availability: GatedContent.com client-side script and gate rendering (app.gatedcontent.com)	N/A	99.9%	30%
Service Availability: GatedContent.com gate management website (admin.gatedcontent.com)	N/A	99.5%	30%
Service Response Time: GatedContent.com client-side script (app.gatedcontent.com)	1 minute or less	99.5%	5%



Example. The following example indicates how the Service Failure Credit model works: In a month, GatedContent.com breaches two (2) Service Levels which have Service Failure Credit Allocations of 20% and 10%, respectively. The Monthly Fee is £10,000. The Revenue at Risk equals 25% of the monthly Fee, or £2,500. The total amount of Service Failure Credits incurred by GatedContent.com and to be credited towards the invoice for the next month is calculated as follows:

$30\% (20\% + 10\%) \times £2,500 (25\% \text{ of } £10,000) = £750.$

Termination. Without prejudice to other rights and remedies that CUSTOMER and its Affiliates may have under the Agreement or at law or in equity, CUSTOMER may terminate the applicable Schedule, in whole or in part, in the event GatedContent.com fails to meet any of the Service Levels two (2) times in any consecutive six (6) month period.