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Cape.io Advanced TV

1. **Definitions:**

The definitions contained in the Cape.io General Terms and Conditions shall apply in addition to the following definitions when used in the Service Specific Terms and Conditions for Cape.io Advanced TV.

Hosted Services: the services offered by Cape.io by which Content is delivered to Publishers and which will be made available by Cape.io to the Customer as a service via the internet in accordance with this Agreement, including access for the Customer to the Platform and Account.

Maintenance Services: the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades.

Cape.io Advanced TV Platform: the platform made available via browser access over the internet pursuant to which the Content may be uploaded, Media Instructions entered, Content Metadata entered and Orders committed for the Services. The Cape.io Advanced TV Platform may be branded as (without limitation) "Advance TV, Connect, IMD Cloud", "Peach" or "Honeycomb".

Publishers: television or radio broadcasters and digital platforms publishing content or advertising.

Support Services: means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services.

Supported Web Browser: means an appropriately recent release from time to time of any web browser identified as compatible in the Hosted Services Specification or any other web browser that Peach agrees in writing shall be supported from time to time.

Terms of Use: the online terms governing access for Authorised Third Parties to the Customer Account, use of the Cape.io Advanced TV Platform by Authorised Third Parties and use of the Cape.io website which are available at www.cape.io/legal (as they may be updated from time to time).

Update: a hotfix, patch or minor version update to any Cape.io Advanced TV Platform software.

Upgrade: a major version upgrade of any Cape.io Advanced TV Platform software.

2. **HOSTED SERVICES**

- 2.1. Cape.io hereby grants to the Customer a non-exclusive licence to use the Hosted Services by means of a Supported Web Browser to enable the Customer to make arrangements for delivery of Content to Publishers through the Cape.io Advanced TV Platform during the Term.
- 2.2. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by Cape.io to the Customer under clause 2.1 is subject to the following prohibitions:
 - 2.2.1. the Customer must not sub-license its right to access and use the Hosted Services; and
 - 2.2.2. the Customer must not permit any person other than the Authorised Third Parties to access or use the Hosted Services (and must take all necessary steps, including implementation of appropriate security measures to ensure that no unauthorised third parties gain access to the Account or otherwise access or use the Hosted Services).
- 2.3. Cape.io shall use reasonable endeavours to maintain the availability of the Hosted Services to the Customer but does not guarantee 100% availability. For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of the foregoing obligation:
 - 2.3.1. a Force Majeure Event;
 - 2.3.2. a fault or failure of the internet or any public telecommunications network;
 - 2.3.3. a fault or failure of the Customer's computer systems or networks;
 - 2.3.4. any breach by the Customer of this Agreement; or
 - 2.3.5. scheduled maintenance carried out in accordance with this Agreement.

3. **MAINTENANCE AND SUPPORT SERVICES**

- 3.1. Cape.io shall, where practicable, give to the Customer reasonable prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to Cape.io's other notice obligations under this Agreement.
- 3.2. Cape.io shall make available to the Customer a helpdesk which may be used by the Customer for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
- 3.3. Cape.io shall respond within a reasonable period of time to all requests for Support Services made by the Customer through the helpdesk.

4. **CUSTOMER OBLIGATIONS**

- 4.1. The Customer shall:
 - 4.1.1. notify Cape.io from time to time via the Cape.io Advanced TV Platform of the Authorised Third Parties; and
 - 4.1.2. procure that Your Authorised Third Parties co-operate with Us in all matters relating to the Services.
- 4.2. The Customer shall be entitled to submit Orders on the Cape.io Advanced TV Platform. The Customer may authorise the Customer's Authorised Third Parties to submit Orders on the Cape.io Advanced TV Platform on the Customer's behalf. Cape.io shall be entitled to assume that any Orders placed by an Authorised Third Party has been authorised or instructed by the Customer. Any such Orders will be upon and subject to these Service Specific Terms and the General Terms and Conditions and the Customer shall be liable for any Orders committed to by any such Authorised Third Party via the Customer's Account.

- 4.3. Cape.io will provide passwords to enable access to the Cape.io Advanced TV Platform by the Customer and any Authorised Third Parties who the Customer notify to Cape.io in accordance with clause 3.1.1. Cape.io shall have no liability to the Customer for any unauthorised access to the Account made by means of the Customer or Authorised Third Parties' password(s) from time to time.
- 4.4. Cape.io shall remain liable solely to the Customer in relation to the Services. Cape.io shall have no liability to any Authorised Third Parties.
- 4.5. The Customer warrants to Cape.io that no Content shall contain any virus, software, code or data that will or may cause corruption or any other form of damage to any element of the Cape.io Advanced TV Platform and that all Content will comply with Applicable Law.
- 4.6. The Customer shall at all times comply with the Terms of Use and shall ensure that all Authorised Third Parties and all persons using the Hosted Services by means of an Account comply with the Terms of Use.
- 4.7. Without prejudice to the Terms of Use, the Customer agrees that they must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Cape.io Advanced TV Platform or impairment of the availability or accessibility of the Hosted Services.
- 4.8. The Customer must not use the Hosted Services:
 - 4.8.1. in any way that is unlawful, illegal, fraudulent or harmful; or
 - 4.8.2. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.9. If it is agreed that Cape.io will provide the Services (or any element of them) on an exclusive basis or this has otherwise been agreed in writing between the Customer and Cape.io, the Customer agrees not to procure and shall not request any third party to procure any services which are competitive with or in substitution for the Services (or the relevant element of them) from any person other than Cape.io and/or our Affiliates during the continuance of this Agreement unless and only to the extent that one or more of the Customers clients require that the Customer use an alternative provider.
- 4.10. The Customer acknowledges and agrees that by utilising Cape.io Advanced TV for integrated direct delivery to a YouTube Channel:
 - 4.10.1. you agree to be bound by the YouTube Terms of Service (<https://www.youtube.com/t/terms>).
 - 4.10.2. you agree to Google Privacy Policy (<http://www.google.com/policies/privacy>)
 - 4.10.3. User access can be removed from Google via the Google security settings page at <https://security.google.com/settings/security/permissions>

5. CUSTOMER ACKNOWLEDGEMENTS

- 5.1. Publishers will indicate to Cape.io in respect of any distribution to them of Content whether they wish that content to be sent to them or whether they would prefer that they "pull" that content as and when they need it. Where the latter election has been made Cape.io cannot be and is not responsible to the Customer or its own client in any way for any failure on the part of the Publisher to pull the content and the Customer hereby indemnifies Cape.io for any costs, claims, damages or expenses incurred by or awarded against Cape.io as a result of any claim made against Cape.io by a third party arising out of any such failure. In addition, Cape.io shall not be liable for any failure on the part of the Customer to upload Content properly onto the Cape.io Advanced TV Platform.
- 5.2. The Customer acknowledges that Cape.io will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Services; and, except to the extent expressly provided otherwise in this Agreement, Cape.io does not warrant or represent that the Services or the use of the Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

Cape.io Check & Go

1. Definitions:

The definitions contained in the General Terms and Conditions shall apply in addition to the following definitions when used in the Service Specific Terms and Conditions for Cape.io Check & Go.

Approval: compliance with official clearance processes according to applicable local codes and guidelines.

Acceptable Use Policy: the online terms governing access to the use of Cape.io website and the transmission, storage and processing of any content using the services which Cape.io provide, which are available at cape.io/legal (as they may be updated from time to time).

Compliance Check: means the Cape.io tool which implements machine learning, deep learning and/or other artificial intelligence technologies to generate guidance on whether Content will receive approval.

Compliance Check Result: information, data, materials, text, images, code, works, expressions, or other content generated or otherwise output from the Compliance Check in response to its usage.

Check & Go Services: the provision (under the "Cape.io Check & Go" name or any successor brand) of a facility for the transfer and management of advertising assets and other materials or such other facilities as described on the Cape.io website.

Check & Go Specification: means the specification and functionality of the Compliance Check which Cape.io publishes from time to time.

Tier: the tier for used of the Compliance check as assessed in relation to the type of asset, the volume of the assets and/or the number of users or such other parameters as Cape.io determine from time to time.

Tool Term: the period which Cape.io agree the Customer may use the Compliance Check.

Permitted Uses: any use of the Compliance Check by the Customer or any user Cape.io authorizes for use on the Customer's behalf) in the normal business operations of the Customer in relation to guidance on whether Content is likely to receive approval.

Website: the specific website(s) used to provide the Services go.cape.io

1. FUNCTIONALITY

- 1.1. The Check & Go Services allow the Customer to share any Content with third parties through a secure browser-based or app-based upload, storage up to the selected capacity and generation of password-protected download links or email transfers. In order to share the Content uploaded, the Customer shall provide Cape.io with the email addresses of the recipients of the Content ("email transfer") or the Customer can choose to distribute a download link ("link transfer").

2. CUSTOMER OBLIGATIONS:

- 2.1. The Customer is solely responsible for the Content it uploads and shares, including any changes which are made to that Content by any person with whom it is shared or by whom it is accessed using the Services;
- 2.2. The Customer is solely responsible for sharing the Content with the correct recipients including via Link Transfer and providing Cape.io with accurate email addresses for Email Transfer;
- 2.3. The Customer must not use Check & Go to distribute unlawful or infringing content and Cape.io may at their discretion remove content or suspend accounts for breach of this Agreement;
- 2.4. The Customer may password protect the Content and the Customer is solely responsible for the confidentiality and/or the distribution of passwords;
- 2.5. The Customer acknowledges and agrees that, if you use the Check & Go Services to share Content, any third party who subsequently accesses that Content will (and Cape.io will not) be responsible for its use of that Content, including sharing the Content with third parties. Cape.io will have no liability in respect of any storage, sharing, exploitation or other use of any Content by any such third party.
- 2.6. The Customer warrants to Cape.io that no Content shall contain any virus, software, code or data that will or may cause corruption or any other form of damage to any element of the Services and that the Customer's use of the Services and all Content will comply with Applicable Law;
- 2.7. The Customer shall at all times comply with the Cape.io policies (including but not limited to Acceptable Use Policy). The Customer acknowledge and agree that Cape.io may take any actions we consider necessary if the Customer does not comply with the Acceptable Use Policy.
- 2.8. Without prejudice to the Acceptable Use Policy, the Customer must not use the Services in any way that causes, or may cause, damage to the Services or the provision of the Services or impairment of the availability or accessibility of the Services.
- 2.9. The Customer must not use the Services (including, in respect of the creation, use, storage and sharing of any Content):
 - 2.9.1. in any way that is unlawful, illegal, fraudulent or harmful; or
 - 2.9.2. in any way that will or may damage the Cape.io business, reputation, image and / or goodwill; or
 - 2.9.3. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 2.10. The Customer shall not:
 - 2.10.1. attempt to de-compile, reverse engineer, disassemble, or otherwise reduce to human-readable form all or any part of the Services;
 - 2.10.2. attempt to obtain access to the Services other than as provided in this Agreement;
 - 2.10.3. introduce, or permit the introduction of, any virus or vulnerability into the Services; or
 - 2.10.4. abuse, intimidate, threaten or harass any other users of the Services.

3. RETENTION

- 3.1. Depending on the transfer type, any of the uploaded Content may be stored on Cape.io servers for a limited period of time following which the download functionality expires and we will permanently delete the uploaded files. iFiles are retained for the period stated on upload (default 30 days) and then permanently deleted.

4. Check & Go Compliance Check Terms and Conditions

- 4.1. In consideration of the Customer paying the fee for the relevant Tier:

- 4.1.1. Cape.io grant the Customer during the applicable Tool Term, a non-exclusive and non-transferable right to access and use the Compliance Check for the Permitted Uses in that Tier;
- 4.1.2. Cape.io will provide the Customer support in line with Cape.io standard support service. The Customer acknowledges that as part of our support service, Cape.io need access to and the Customer grant Cape.io access to the Customer's end users' workspaces and assets.

- 4.2. The Customer must not:

- 4.2.1. exceed the parameters of the Tier the Customer has purchased;
- 4.2.2. except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted in this Agreement;
- 4.2.3. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Compliance Check and/or Documentation (as applicable) in any form or media or by any means; or
- 4.2.4. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Compliance Check; or
- 4.2.5. access all or any part of the Compliance or Documentation in order to build a product or service which competes with the Compliance Check and/or the Documentation; or
- 4.2.6. use the Compliance Check and/or Documentation to provide services to third parties save as expressly authorised by us in advance; or
- 4.2.7. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Compliance Check and/or Documentation available to any third party (except users expressly authorised in advance); or
- 4.2.8. attempt to obtain, or assist third parties in obtaining, access to the Compliance Check and/or Documentation, other than as provided under this clause 22; or
- 4.2.9. introduce or permit the introduction of any virus or vulnerability into the Compliance Check or our network and information systems.

- 4.3. The Customer must use best endeavours to prevent any unauthorised access to, or use of, the Compliance Check and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Cape.io in writing.

- 4.4. The rights provided under this clause are granted to the Customer only, and shall not be considered granted to any of your subsidiaries or holding companies save where expressly approved by Cape.io in writing in advance.

- 4.5. The Customer may from time to time during the Tool Term purchase access to a more extensive Tier. Should the Customer exceed the asset limit for the tier, the Customer will be automatically invoiced within 15 working days. If the Customer wishes to upgrade to a more extensive Tier, the Customer must contact Cape.io. Cape.io will assess and respond to such a request as soon as reasonably practicable. Cape.io will activate the more extensive Tier as soon as reasonably practicable and, in any event, within 7 days of your request. Cape.io must pay the relevant fees for the more extensive Tier upfront OR within 30 days of the date of the Cape.io invoice. If the Customer purchases access to the more extensive Tier part way through the current Tool Term, such fees shall be pro-rated from the date of activation for the remainder of the current Tool Term.

- 4.6. Cape.io warrant:

- 4.6.1. we have used reasonable endeavours to implement procedures for the ethical, trustworthy and responsible use of the Compliance Check for the purposes of providing fair and accurate guidance on Contents regarding their compliance;
- 4.6.2. we regularly monitor, measure, and assess the Compliance Check for accuracy and reliability
- 4.6.3. when used in accordance with the Documentation, the Compliance Check will in all material respects perform in accordance with the Specification;
- 4.6.4. the Specification and the Documentation is and will be, updated and maintained so that it continues to be applicable and
- 4.6.5. to the best of our knowledge as of the Start Date, the Compliance Check does not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any third party.

- 4.7. Notwithstanding the warranties provided by Cape.io, the Customer acknowledges the Compliance Check Results are advisory only and do not replace or guarantee outcomes of official clearance processes and that Contents must undergo review through appropriate official channels for Approval in the normal manner. Cape.io shall have no liability to the Customer for any losses arising whatsoever in connection with incorrect Compliance Check Results and/or any failure of the Customer's Compliance Content to achieve Approval.

5. COPYRIGHT NOTICES

- 5.1. Where referenced, the UK Code of Broadcast Advertising (BCAP Code) is copyright of the Advertising Standards Authority (ASA).

Cape.io Creative Automation

1. **Definitions:**

The definitions contained in the General Terms and Conditions shall apply in addition to the following definitions when used in the Service Specific Terms and Conditions for Cape.io Creative Automation.

Cape.io Creative Automation Services: the subscription services provided by Cape.io to the Customer under this agreement via such website notified to the Customer by Cape.io from time to time) for digital marketing campaign management.

Customisation: means configuration or modification work as reasonably agreed in writing with Cape.io from time to time and carried out by Cape.io to make the Cape.io Creative Automation Services compatible with the Customer's specifications.

Cape.io Creative Automation Services Specification: the description of the software and Cape.io Creative Automation Services provided by Cape.io.

Support Services Policy: Cape.io's policy for providing support in relation to the Cape.io Creative Automation Services as made available at such website addresses as may be notified to the Cape.io from time to time.

2. **SUBSCRIPTIONS**

- 2.1. If the Customer wishes to adjust its Subscription in relation to the access or functionality, the Parties shall negotiate a new Sales Order Form setting out the adjustment to the Subscription and relevant Charges.

3. **CUSTOMISATION AND CAPE.IO CREATIVE AUTOMATION SERVICES**

- 3.1. Cape.io shall, during the Subscription Term, provide the Customisation, the Cape.io Creative Automation Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.
- 3.2. Cape.io shall use commercially reasonable endeavours to make the Cape.io Creative Automation Services available in accordance with the this Agreement.
- 3.3. Cape.io will, as part of the Cape.io Creative Automation Services and in consideration of the Charges set out in the Sales Order Form, provide the Customer with Cape.io's Services during normal business hours in accordance with Support Services Policy in effect at the time that the Cape.io Creative Automation Services are provided. Cape.io may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at Cape.io's then current rates.

4. **AI ACTIONS & CREDITS**

- 4.1. The License Fee for AI Functionality grants the Client access to a fixed bundle of monthly credits ("Monthly Bundle"). These credits are designated for the use of AI-driven features within the Cape.io platform, as further specified in the Service Order.
- 4.2. Prices apply per AI action.
- 4.3. Different AI actions require different amounts of computational power. Because of this, not all AI actions cost the same. The Sales order and/or rate card will define the cost per AI action.
- 4.4. New Ai Adoptions that become available in Cape.io will be subject to rates. The credit prices will be subtracted from the Ai budget that has been frontloaded.

5. **NATURE OF THE PLATFORM & SERVICES**

- 5.1. The Client acknowledges and agrees that Cape.io is a technology platform provider and does not operate as a managed services agency. While cape.io provides platform setup, technical configuration, and initial training, it is not involved in the day-to-day management of campaign processes. All operational execution and campaign management remain the sole responsibility of the Client.

6. **DEFINED SCOPE OF WORK**

- 6.1. The specific technical deliverables and service milestones shall be clearly defined in a separate Statement of Work (SOW), independent of these terms. The SOW shall address operational responsibilities, support obligations, implementation scope, onboarding responsibilities, maintenance expectations, and platform evolution obligations. Any obligations or tasks not explicitly detailed in the active SOW are considered outside the current scope of services.

7. **PRODUCT EVOLUTION & NEW FUNCTIONALITY**

- 7.1. Continuous Deployment and Realized Functionality. The cape.io roadmap includes continuous CI/CD deployments to maintain system integrity and UI/UX parity. Improvements, optimizations and normal platform evolution are included within the agreed license fee. That said, Realized New Functionality (defined as features providing independent business value not outlined in the initial Scope of Work) will be subject to additional licensing or professional services fees.

8. **AUTOMATED CAMPAIGN MANAGEMENT & AUTHORITY**

- 8.1. Automation Services. Cape.io provides tools that allow Customer to automate certain advertising actions, including but not limited to: creative rotation, budget adjustments, campaign creation, and ad set management (collectively, "Automated Actions"). These actions are executed based on parameters, triggers, and criteria defined and configured by the Customer ("Automation Rules").
- 8.2. Delegated Authority. By configuring and activating Automation Rules, Customer expressly authorizes Cape.io to programmatically interact with third-party advertising platforms (e.g., Meta, Google, TikTok) on Customer's behalf. Customer acknowledges that any action taken by the Service pursuant to an Automation Rule is deemed an action authorized by the Customer.

9. **LIMITATION OF RESPONSIBILITY & "NO LIABILITY" FOR SPEND**

- 9.1. Customer Responsibility. Customer is solely responsible for the accuracy, logic, and potential financial impact of its Automation Rules. Cape.io does not provide financial oversight or "sanity checks" on Customer-defined budgets or bidding criteria.

- 9.2. Disclaimer of Financial Liability. Cape.io shall have no liability for any advertising overspend, loss of revenue, "ad fatigue," or suboptimal campaign performance resulting from Automated Actions. Customer acknowledges that the automation "operates as instructed," and any errors in the Customer's logic or configuration are the sole responsibility of the Customer.

10. CONTENT RENDERING

- 10.1. If image or video rendering costs exceed 10% of the (creative) license fee, Cape.io will notify the Client to discuss and mutually agree upon the purchase of additional rendering capacity. Cape.io reserves the right to suspend rendering beyond this threshold until an agreement is reached.

11. CAPE.IO'S OBLIGATIONS

- 11.1. Cape.io warrants that during the Subscription Term: (a) the Services and Documentation will conform in all material respects with the Specification; (b) the Services will be free from material defects for a period of twenty-four (24) months from the Commencement Date; (c) the Services, Customisation, Documentation, and all data carriers used will not contain any virus, malware, Trojan horse, worm, or other malicious or harmful code; and (d) Cape.io will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 11.2. Cape.io's obligations at clause 3.1 shall not apply to the extent of any non-conformance which is caused by use of the Cape.io Creative Automation Services contrary to Cape.io's instructions, or modification or alteration of the Cape.io Creative Automation Services by any party other than Cape.io or Cape.io's duly authorised contractors or agents. If the Cape.io Creative Automation Services do not conform with the terms of clause 3.1, Cape.io will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 3.1.
- 11.3. Cape.io:
- 11.3.1. does not warrant that:
 - 11.3.1.1. the Customer's use of the Cape.io Creative Automation Services will be uninterrupted or error-free;
 - 11.3.1.2. that the Cape.io Creative Automation Services, Customisation, Documentation and/or the information obtained by the Customer through the Cape.io Creative Automation Services will meet the Customer's requirements; or
 - 11.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Cape.io Creative Automation Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 11.4. This Agreement shall not prevent Cape.io from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 11.5. Cape.io warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 11.6. Cape.io reserves the right to make operational or technical changes to the Service without notice to the Customer.

12. CUSTOMER'S OBLIGATIONS

- 12.1. The Customer shall:
- 12.1.1. provide Cape.io with all necessary cooperation in relation to this Agreement and shall not use the Service for any illegal, unauthorised or otherwise improper purposes; or use the Service in a manner that materially fails to comply or is inconsistent with any part of the Service documentation or this Agreement;
 - 12.1.2. ensure that the Authorised Users use the Cape.io Creative Automation Services in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
 - 12.1.3. obtain and shall maintain all necessary licences, consents, and permissions necessary for Cape.io, its contractors and agents to perform their obligations under this agreement, including without limitation the Cape.io Creative Automation Services;
 - 12.1.4. ensure that its network and systems comply with the relevant specifications provided by Cape.io from time to time; and
 - 12.1.5. be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Cape.io's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.
- 12.2. The Customer shall own all right, title and interest in and to all of the Content that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Content.
- 12.3. Customer shall indemnify, defend, and hold harmless Cape.io from and against any and all claims, losses, or damages (including reasonable legal fees) arising out of or related to: (a) the content of creatives automatically published by the Service; (b) any breach of third-party platform terms caused by Customer's Automation Rules; and (c) any financial losses incurred by Customer or third parties due to the automated adjustment of advertising spends or bids.

13. SERVICE LEVEL AGREEMENTS

- 13.1. This section explains the issue types, priority and related service levels: target resolution times and preferred communication options related to issue priority.
- 13.2. Service availability
- 13.2.1. Availability Target. Company warrants that the Core Platform will be accessible to Customer at least 99.0% of the time during any given calendar month, calculated against total elapsed minutes in that month. (the "Target Availability").

- 13.2.2. Definition of Core Platform Accessibility. The Core Platform is considered "accessible" if Authorized Users are able to log into the main user interface and access the primary account dashboard. Feature-specific degradation, localized rendering delays within or individual performance slowdowns do not constitute Platform downtime under this Agreement.
- 13.2.3. Third-Party API and Ad Network Exclusion. Customer acknowledges that the Platform relies heavily on external application programming interfaces (APIs) provided by third-party ad networks (including, but not limited to, Meta, Google Ads, and TikTok). Company is not responsible, liable, or subject to downtime penalties for any failures, sync delays, publishing errors, or rate limits caused by these external ad networks, their API modifications, or their respective outages. For the purposes of this Agreement, Company's delivery obligation is met the moment a publishing request is successfully queued by the Platform for transmission to the relevant third-party API.
- 13.2.4. General Exclusions. Target Availability calculations shall strictly exclude downtime resulting from:
- (a) Pre-scheduled system maintenance, provided Company gives Customer at least twenty-four (48) hours advance digital notice;
 - (b) Customer's own internet connectivity, local network issues, or corporate firewall restrictions;
 - (c) Force Majeure events or widespread internet/cloud infrastructure outages outside of Company's direct control (e.g., regional Google Cloud Platform outages).
- 13.2.5. Server response time - The service level for the application (front-end / UI and API backend) response time is a maximum average of 500ms. As a benchmark, we strive for a 100ms server response time. Cape.io monitors the average latency. Users may have a different experience of the response time due to Internet connection.
- 13.2.6. System load - Cape.io supports the use of the Campaign Designer application (user interface) by up to 100 users simultaneously. When publishing campaigns to external platforms like Google DCM and Meta for Business the load is restricted by the external API's; Cape.io advises to limit the number of running publish-jobs to maximum 5 in parallel.
- 13.2.7. Technical Execution & Third-Party Dependencies
- 13.2.7.1. External parties/connections - For full service availability, Cape.io is dependent on external parties as the platform is heavily integrated with third-party platforms, which means that the tool relies on the functionalities, performance, and reliability of these platforms. However, due to the constant changes and potential lack of accurate information provided by external platforms, resolving issues related to external dependencies may require additional time.
- 13.2.7.2. Best Efforts & Retries. In the event that a publication or update fails due to technical interruptions, Cape.io will employ commercially reasonable efforts to perform automated retries as described in the Service Documentation. Cape.io further provides an alert management system to notify Customer of persistent execution failures.
- 13.2.7.3. Third-Party Platform Dependency. The Service relies on Application Programming Interfaces (APIs) provided by third-party platforms. Cape.io is not responsible for any failure to execute an Automated Action caused by third-party API downtime, rate limiting, platform-side errors, or changes in third-party platform policies. Cape.io does not guarantee that every Automation Rule will result in a successful update on the target advertising platform.

13.3. Issue resolution

- 13.3.1. Issue types - When an issue / incident is raised to the Cape.io team, it is assessed if it needs to be logged as one of the following types:
- 13.3.1.1. Bug: a defect in the delivered functionality, which as a result does not meet the requirements as agreed on in the related proposal or main contract.
- 13.3.1.2. Cape.io uses a two month 'guarantee' period in which it resolves all bugs in the functionality, regardless of this Service Level Agreement . After those two months, Cape.io will resolve all bugs with a medium and high priority, which are not caused by third party platforms or dependencies (such as the external dependencies or browsers).
- 13.3.1.3. Security incident. Security risks and vulnerabilities related to the delivered functionality – e.g. broken authentication.
- 13.3.1.4. External service issue. An issue related to an external service / platform on which there is a dependency.
- 13.3.1.5. Change request: A change to the requirements for the functionality, as agreed on in the related proposal or main contract. Changes are not part of this Service Level Agreement scope.

13.4. Priority levels

- 13.4.1. For a reported bug, the priority is based on its severity and impact of the loss of functionality. The priority is initially assigned by the client, as the reporting party. See figure 1 for a reference on how priority is determined and the next paragraph on the related target resolution times.

Priority	Criteria	Severity	Description	Response time	Resolution time
1 – Critical	No workaround available AND system outage or a critical business function	High severity; system outage; data loss; major security breaches	This issue requires immediate attention and has no alternative solution, fully blocking client operations. Additionally, system outages fall into this category.	1 hour	72 hours
2 – High	No workaround available AND major functionality is blocked; partial service disruptions	Medium severity; partial service disruptions	This issue significantly affects the client's operations. The client cannot proceed efficiently due to a lack of workaround or the impact of service degradation on critical functions.	3 hours	5 days
3 – Medium	No workaround available AND minor functionality is blocked; inconveniences	Low severity; inconveniences; larger issue that can be addressed on	This issue moderately impacts the client's operations. There is no workaround, it presents a significant inconvenience, though not a critical one.	1 day	3 weeks

		upcoming sprints			
4 – Low	Workaround available; minor or non-critical functionality impacted	None	These issues impact the client's operations but have an available workaround or affect non-essential functions.	1 day	6 weeks

13.4.2. Security incidents are classified separately as they are not related to loss of functionality but do need to be assigned the right priority.

Security Issue Priority Table				CET business hours	
Priority Level	Description	CVSSv4.0 Score Range	Examples	Response Time	Resolution Time
Critical (P1)	A vulnerability with a Critical Base Score in CVSSv4.0 that poses an immediate and severe risk to the confidentiality, integrity, or availability of the SaaS platform. Often includes active exploitation or significant potential for harm.	9.0 – 10.0	- Exploitable zero-day vulnerability - Unauthorized access to sensitive customer data - Ransomware attacks targeting key infrastructure	Within 1 hour	Within 4 hours
High (P2)	A vulnerability with a High Base Score in CVSSv4.0, indicating significant impact if exploited. May involve sensitive data exposure or critical system misconfigurations. These issues require urgent action to prevent escalation.	7.0 – 8.9	- SQL injection vulnerability - Misconfigured multi-tenancy environments - Weak encryption for sensitive data	Within 1 hour	Within 24 hours
Medium (P3)	A vulnerability with a Medium Base Score in CVSSv4.0. While not immediately exploitable, these issues could lead to moderate disruption or security risks if combined with other weaknesses.	4.0 – 6.9	- Missing or insufficient HTTPS enforcement on secondary services - Outdated software libraries with exploitable vulnerabilities - Incorrect logging practices	Within 4 hours	Within 3 days
Low (P4)	A vulnerability with a Low Base Score in CVSSv4.0, generally reflecting minimal security risk or operational impact. These issues can be addressed during routine updates.	0.1 – 3.9	- Weak password requirements for non-critical accounts - Verbose error messages that reveal system details - UI bugs with no security impact	Within 1 business day	Within 7 days

13.4.3. For issues related to external services, priorities and related response and resolution times are not predefined because of the external dependencies for Cape.io. In case of external dependencies for an issue, we will be proactive in communicating with the responsible party in order to minimize the resolution time as much as possible.

13.5. Please note that days should be interpreted as Amsterdam working days (Monday to Friday, inclusive).

13.6. Support contact information

13.6.1. For non-critical issues, support tickets can be inserted to the support tool using the following two methods:

13.6.1.1. Accessing the web-portal at <https://help.campaigndesigner.io>

13.6.1.2. Sending an email to support@cape.io

13.6.2. For high priority (working hours) or critical issues (24/7) members of the client support team can be reached by their personal phones:

Michel van Leeuwen: +31 6 82815770 (English, Dutch)

Tom Verboven: +31 6 48765662 (English, Dutch)

Eelco van de Wiel: +31 633909007 (English, Dutch)

13.7. Update timeframe reporting:

13.7.1. For issues with priority '1 - Critical' (with a response time of 1 hour), there will be hourly reporting on the status and projected resolution time.

Cape Ad Validation

1. Definitions:

The definitions contained in the General Terms and Conditions shall apply in addition to the following definitions when used in the Service Specific Terms and Conditions for Cape.io Ad Validation.

Account: an account created by each individual End User on behalf of the Customer for accessing or using the Platform, Website or Cape.io Ad Validation Services.

Cape.io Ad Validation Services: the services provided by Cape.io to the Customer including the Platform on the Website.

End User: means any employee or individual using the Cape.io Ad Validation Services on behalf of the Customer.

Website: the specific website(s) used to provide the Cape.io Ad Validation Services <https://advalidation.com/>

2. SCOPE

- 2.1. Cape.io will provide to the Customer the Cape.io Ad Validation Services.
- 2.2. This Agreement including the General Terms and Conditions apply to the Customer and End Users.
- 2.3. Each End User accepts and agrees to be bound by this Agreement and form a legally binding agreement between Cape.io and the End User.
- 2.4. This Agreement is only valid for one entity Customer and country, therefore the Subscription and Cape.io Ad Validation Services may not be shared between different legal entities or be used by the Customer in multiple countries.

3. ACCESS

- 3.1. To be able to access and use the Platform and/or other software and services provided by Cape.io, the Customer or the End User (as applicable) must register an Account and provide the registration information requested by Cape.io.
- 3.2. The number of Accounts that the Customer may register is set out in the Sales Order Form.
- 3.3. For each Account, an End User shall provide his/her e-mail address in order to log in to the Cape.io Ad Validation Services. The End User may not share his/her login details.
- 3.4. Cape.io will cancel ongoing logins/sessions to the Cape.io Ad Validation Services if a new login is attempted using the same Account. By registering, accessing and/or using an Account or providing Registration Information to Cape.io, the Customer and End User (as applicable) agree and warrant to provide and maintain valid, true, correct and complete information to Cape.io.
- 3.5. In order to provide access to the Platform and/or other software and service provided by Cape.io, Cape.io relies on the relevant log-in credentials to authorize the Customer (including any of the Customer's End User(s)) access to the Platform, Website and Cape.io Ad Validation Services.
- 3.6. The Customer (including any of the Customer's End User(s)) is obliged to keep account information, user name and password secret and confidential and the Customer is solely responsible for any and all use or access through the Customer's (including the Customer's End Users') log-in credentials.
- 3.7. Unless otherwise expressly agreed in writing, the Customer (including the End Users pre-approved by Cape.io) may not allow any other person or entity to use or access the Customer's (including the Customer's End Users') Account(s), the Platform, Website and/or the Cape.io Ad Validation Services. If the Customer or any End User become aware or suspect any unauthorized use of the Customer's or End Users' Account(s), the Customer is required to immediately notify Cape.io hereof.
- 3.8. Any unauthorized use of the Customer's (including the Customer's End Users') username or password shall be deemed as the Customer's use and the Customer is responsible for all charges incurred, until such notification of unauthorized use is made to Cape.io.
- 3.9. If the Customer (including any of the Customer's End User(s)) give away, share or lose any username and/or password, Cape.io shall not be liable for any loss or damage as a result hereof.

4. USER SUBMITTED CONTENT

- 4.1. Certain use of the Platform, Website and/or other software and service provided by Cape.io may require that either the Customer or any of the Customer's End Users post, upload or otherwise submit Content to the Platform, Website and/or other software and services provided by Cape.io.
- 4.2. By posting, uploading or otherwise submitting Content to Cape.io, the Customer (including the Customer's End Users) represents and warrants that it has the right to post, upload and submit such Content and that such Content (or any part thereof), including the use by Cape.io as contemplated by these Terms, does not violate any agreement, applicable law or third party right, including intellectual property rights, right of privacy and/or applicable data protection legislation. Moreover, the Customer agrees to indemnify and hold Cape.io harmless from any third party claim arising from or relating to Cape.io's use of Content as contemplated by these Terms.
- 4.3. By posting, uploading or otherwise submitting Content to Cape.io, the Customer (including the Customer's End Users) grants to Cape.io a non-exclusive, non-transferrable, non-sub-licensable, fully paid license to use the Content (and any part thereof) solely in the way contemplated by these Terms or as is otherwise necessary for Cape.io's performance of any contractual right or obligation in relation to you.
- 4.4. The Platform or Website may contain functionality for inviting third parties to subscribe and/or use the Platform, Website or other software and services provided by Cape.io. If the Customer (including any of the Customer's End Users) decide to use such functionality, the Customer (including the Customer's End Users) hereby acknowledge and agree that it is responsible for obtaining any necessary consents from the recipient of the invitation, and that Cape.io may reproduce the Customer's (and (to the extent applicable) the End Users') contact information and trademarks when disclosing the sender of such invitations.

- 4.5. The Customer understands and agrees that it is solely responsible and liable for any losses, damages and/or third party claims arising from or relating to the Customer's (including any of the Customer's End Users') use of the Content. Cape.io shall not in any way or form be responsible or liable for such use.

5. **SUSPENSION**

- 5.1. Cape.io has the right to suspend the Customer's and the Customer's End Users' access to the Platform, Website and/or Cape.io Ad Validation Services (or parts thereof), and/or to terminate this Agreement with immediate effect in the event of the Customer's (including any of the Customer's End Users') actual or suspected:
 - 5.1.1. unauthorized use of the Platform, Website and/or Cape.io Ad Validation Services; or
 - 5.1.2. material breach of these Terms or any Applicable Law.
- 5.2. If Cape.io suspends the Customer's (including the Customer's End Users') access to the Platform, Website and/or Cape.io Ad Validation Services (or parts thereof), or terminates this Agreement with reference to this Section 4, the Customer (including the Customer's End Users) acknowledge and agree that Cape.io shall have no liability or responsibility to the Customer and End User and will not refund any paid amounts.
- 5.3. Cape.io may also temporary suspend the Customer's (including any of the Customer's End Users') access to the Platform, if the Charges has not been fully paid in due time. When the Charges has been paid, the Customer will have renewed access to the Platform. For the avoidance of doubt, the renewed subscription period will be calculated from the date upon which the Charges should have been paid.

Cape.io Managed Services

1. INTRODUCTION

- 1.1. The Client wishes to purchase and the Consultant wishes to provide a range of services and deliverables as more particularly described in the Statement of Work in Schedule 1 of this Agreement on a retained basis.
- 1.2. The parties agree that such services and deliverables shall be supplied in accordance with the terms of this Agreement.

2. TERM OF APPOINTMENT

- 2.1. This Agreement shall commence as of the date shown at the start of this agreement or such other date as stated on the Statement of Work as defined in 4.1 the ("Effective Date") and continue for the term specified in the Statement of Work or until termination by either party in accordance with clause 11 ("Term").

3. BUSINESS AFFAIRS CONSULTANCY SERVICES

In accordance with the terms and conditions of this Agreement, the Consultant shall provide the business affairs consultancy services as described in detail in a statement of work (the "Statement of Work" or "SOW") entered into by the parties and attached to this Agreement (collectively, the "Services").

4. SERVICE DELIVERY

- 4.1. The Consultant shall:
 - 4.1.1. apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance of the Services;
 - 4.1.2. comply with all lawful and reasonable directions regarding the Services communicated to it from time to time by the Client (provided such directions do not materially deviate from or add to the Statement of Work and any such material amendment must be agreed in writing beforehand);
 - 4.1.3. keep client materials and documents reasonably safe and secure while they are in the possession or control of the Consultant;
 - 4.1.4. and deliver all deliverables by the dates agreed by the parties in writing.
- 4.2. If at any time the Consultant becomes aware that it may not be able to perform the Services by any deadline agreed by the parties the Consultant will promptly notify the Client and give details of the reasons for the delay.

5. FEES

- 5.1. The Client shall pay such fees and charges as set out in the SOW, clause 6.2, and any such additional fees have been agreed in writing by the Client (the "Fee").
- 5.2. For any Services outside Schedule 1 the Client shall pay the Consultant its normal daily rate then in force. For the purposes of determining any fee due, a day means seven hours of work.
- 5.3. The Fee shall be invoiced by the Consultant at the end of each month, for days worked during the month, for payment by the Client within 30 days from the invoice date.
- 5.4. In the event that the Client fails to make any payment in full when due to the Consultant under this Agreement, then without prejudice to its other rights and remedies under or in connection with this Agreement or otherwise in law, the Consultant shall be entitled to charge the Client interest on such overdue sum at the rate of 4% above the Bank of England base rate in force from time to time, but at 4% a year for any period when that base rate is below 0%, calculated from the due date up to the date of payment.

6. TAXES

- 6.1. All Fees and costs are quoted exclusive of VAT at the applicable rate.

7. COPYRIGHT AND OWNERSHIP RIGHTS

- 7.1. All works of authorship and other materials (including, without limitation, written materials, slogans, drawings, graphic materials, or other materials that are subject to copyright, or similar protection) prepared for the Client shall be work product ("Work Product"). Subject to clause 6 and clause 8.2 below the Consultant grants to the Client an irrevocable, royalty free, non-exclusive, worldwide licence to all Work Product. Consultant acknowledges that Client and its successors and assignees shall have the right to obtain and hold in their own name any intellectual property rights in and to such Work Product, and to combine such Work Product with other materials to form an updated work.
- 7.2. Consultant's Pre-existing Materials. Notwithstanding the foregoing, to the extent that any Work Product developed under this Agreement contains any materials owned by Consultant prior to execution of this Agreement, Consultant shall retain ownership of such Consultant pre-existing materials. Subject to clause 6, Consultant hereby grants Client and its Affiliated Companies an irrevocable, royalty free, non-exclusive, worldwide license to copy, use, exploit, sublicense and modify such Consultant pre-existing materials (including, without limitation, the right to create and make use of derivative works thereof).

8. LIABILITIES

- 8.1. Neither party shall be liable to the other (whether under this Agreement or otherwise) for loss of revenues, loss of business, loss of profits or loss of goodwill or for any special, consequential or indirect loss.
- 8.2. Each party's total liability to the other under this Agreement shall not exceed £100,000 (one hundred and thousand).
- 8.3. However, nothing in this Agreement shall limit in any way either party's liability for death or personal injury caused by its negligence.

9. FORCE MAJEURE

- 9.1. If due to war (or threat of or preparation for), strikes, industrial action or labour dispute other than a strike, lockouts, accidents, adverse weather, natural disaster, fire, flood, drought, act or threat of terrorism, epidemic, pandemic, blockades, import or export embargo, cyber attack i.e. any event or sequence of events beyond the Consultant's reasonable control has no control, the Consultant fails to complete its assignment in the manner and within the time required by this Agreement, the Consultant shall not be liable for any delay or default so arising and shall not be held responsible for any loss or damage which may be incurred by the Client as a result of such failure.

10. TERMINATION PROVISIONS

- 10.1. This Agreement may be terminated by either party on two month's prior written notice to the other. Where Consultant has been instructed to provide a one-off piece of work (rather than to provide continuing services) the Agreement will expire on completion of the Services.
- 10.2. The Consultant may terminate the Agreement immediately by written notice if:
- 10.2.1. the Client fails to pay sums on their due date;
 - 10.2.2. the Client is in material breach of any of the provisions of the Agreement or if such breach is remediable, fails to remedy such breach within 14 days of receipt of written notice requiring the same;
 - 10.2.3. the Client fails to accept Consultant's advice on a material regulatory or professional matter concerning the Services; or
 - 10.2.4. the Consultant is not satisfied that the parties can continue to provide the Services without being in default of acceptable professional standards or otherwise failing to observe our responsibilities under applicable law.
- 10.3. The Client may terminate the Agreement immediately by written notice to the Consultant if the Consultant is in material breach of any of the provisions of the Agreement or if such breach is remediable, fails to remedy such breach within 14 days of receipt of written notice requiring the same.
- 10.4. The expiry or termination of the Agreement will be without prejudice to any accrued rights and obligations at the date of termination or expiry and, in particular, the Consultant will be entitled to the payment of any fees and expenses properly incurred prior to that date.

11. CONFIDENTIALITY

- 11.1. Each of the parties acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it may receive or otherwise become aware of information relating to the other party, its clients, customers, businesses, business plans or affairs, which information is proprietary and confidential to the other party ("Confidential Information").
- 11.2. Confidential Information shall include any document marked "Confidential", or any information which the recipient has been informed is confidential or which it ought reasonably to expect the other party would regard as confidential.
- 11.3. Confidential Information shall exclude information which:
- 11.3.1. at the time of receipt by the recipient is in the public domain;
 - 11.3.2. subsequently comes into the public domain through no fault of the recipient, its officers, employees or agents;
 - 11.3.3. is lawfully received by the recipient from a third party on an unrestricted basis; and/or
 - 11.3.4. is already known to the recipient before receipt hereunder.
- 11.4. Each of the parties undertake to maintain the confidentiality of the other party's Confidential Information at all times and to use no less adequate measures than it uses in respect of its own confidential information to keep the other party's Confidential Information reasonably secure. Neither party shall at any time, whether during the Term or at any time thereafter, without the prior written approval of the other party, use, disclose, exploit, copy or modify any of the other party's Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the exercise of its rights and/or the performance of its obligations in connection with this Agreement.
- 11.5. Each of the parties undertakes to disclose the other party's Confidential Information only to those of its Associates to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement.
- 11.6. Neither party shall be in breach of this clause 12 if it discloses the other party's Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.
- 11.7. Each party hereby indemnifies the other party from and against all Losses arising out of or in connection with the other party's breach of this Clause 13, including breach by each party's Associates.
- 11.8. The terms of and obligations imposed by this Clause 12 shall survive the termination of this Agreement for any reason.

12. INSURANCE

- 12.1. The Consultant shall take out and maintain professional indemnity insurance policies to the value sufficient to meet its liabilities under or in connection with this Agreement. Upon the Client's reasonable request the Consultant will provide the Client with reasonable evidence that such insurance is in place

13. GENERAL

13.1. Non-solicitation

- 13.1.1. The client shall, either directly or indirectly, by or through itself, its affiliate, its agents or otherwise, or in conjunction with its affiliate, its agents or otherwise, whether for its own benefit or for the benefit of any other person solicit, entice, induce or endeavour to solicit, entice or induce any employee or person otherwise engaged by IMD Media, in relation to the provision or receipt of the Services for up to 1 year after expiry or termination of this Agreement.

13.2. Notices

- 13.2.1. A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the registered office, or email address set out in the SOW, or as otherwise notified in writing to the other party.
- 13.2.2. Notices shall be deemed received: (i), by personal delivery: on delivery; (ii) by first class post: two business days after posting; (iii) by airmail: seven business days after posting; (iii) by email: the date sent unless a delivery failure notification or similar is received by the sender. If a notice is sent by email after 5.30p.m. on a business day, or on any day which is not a business day, in which case it will be deemed to be received on the next business day.

13.3. Electronic communication and internet

- 13.3.1. The parties acknowledge that: (i) where appropriate, each party may communicate with the other party and third parties electronically; (ii) the internet can be insecure and subject to viruses ; and (iii) electronic communications can be corrupted and may not always be delivered promptly (or at all). The parties will each take such steps as are reasonable to ensure the security of their own networks and systems and of electronic communications.

13.4. Third party rights

- 13.4.1. Save in respect of: (i) permitted successors and assignees; (ii) associated companies (where appropriate); and (iii) our directors, officers, employees, representatives or agents, nothing in the Terms confers any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This paragraph will not affect any right or remedy of a third party which exists or is available apart from that Act.

13.5. Severability

- 13.5.1. If any provision of the Terms is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed and will be ineffective but without affecting any other provisions of the Terms which will remain in full force and effect.

13.6. Waiver and cumulative rights

- 13.6.1. A failure to exercise, or delay in exercising, any right or remedy in connection with the Terms will not constitute a waiver of that or any other right or remedy. A waiver of a breach of the Terms will not constitute a waiver of any other breach of the Terms. The rights and remedies provided by the Terms are cumulative and (except as otherwise provided in the Terms) are not exclusive of any rights or remedies provided by law.

14. STATEMENT OF WORK

- 14.1. The Statement of Work ("SOW") defined in Sales Order or in formal quote, adopts and incorporates by reference the terms and conditions of the business affairs consultancy agreement ("Agreement"), between the Consultant and the Client, (together, the "Parties", and each, a "Party"), as it may be amended from time to time. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Agreement. For the avoidance of doubt, the Consultant does not act as agent for the Client and therefore may not enter into agreements with any third party on behalf of the Client.

15. SERVICES CATEGORIES

15.1. Gold Services

- 15.1.1. Talent contracts and negotiations with agents
- 15.1.2. Issues contracts to non talent
- 15.1.3. Calculating Usage for artists fees
- 15.1.4. Music negotiations
- 15.1.5. Rights Management
- 15.1.6. Producing production shoot budgets
- 15.1.7. Preparing casting briefs
- 15.1.8. Complex Contract renewals
- 15.1.9. Concept clearance for pitching - working directly with creative to ensure concept adheres to BCAP code in UK or other industry codes in other markets
- 15.1.10. Clearance of buildings, artwork, skylines for use in production

15.2. Silver Services

- 15.2.1. Child licenses for using child actors on set
- 15.2.2. Clearance from script stage for domestic and cross border mandatory clearance bodies
- 15.2.3. Cinema Clearance with BBFC
- 15.2.4. Interpreting complex media plans and planning production timings
- 15.2.5. Multi territory campaigns - briefing producers on formats, requirements, market information - production watch outs
- 15.2.6. Complex rotation instructions - time bands, different weightings
- 15.2.7. Managing digital activity

15.3. Bronze Services

- 15.3.1. Final Clearance UK

- 15.3.2. Generating rotation instructions
- 15.3.3. Placing orders
- 15.3.4. Basic quotes
- 15.3.5. Arranging 3rd party services - audio description and closed captions, radio

16. SPEED OF RESPONSE

- 16.1. The Consultant will aim to respond to all requests from the Client (save for those marked 'urgent') for Services within 4 (four) Business Hours. Where a request for Services is marked 'Urgent' by the Client, the Consultant shall aim to respond within 1 (one) Business Hour. Business Hours shall mean Monday to Friday 09:00 to 17:30 (excluding UK bank holidays).