IIP – TERMS & CONDITIONS

A. GENERAL

The use of the FUGA Platform and the RASA Platform is granted to Company by Independent IP B.V. ("IIP").

The FUGA Platform is the content management system platform created and owned by IIP for the delivery and management of audio and audio-visual digital assets to DSPs, including the FUGA Platform Features, any related manuals and/or guidelines and/or DDEX documentation (the "FUGA Platform"). The RASA Platform is the royalty accounting system owned and created by IIP enabling clients to collate income streams and issue customised royalty reports (the "RASA Platform"). The FUGA Platform and the RASA Platform together shall be referred to herein as the "Platforms". Company hereby acknowledges and agrees that these terms and conditions ("IIP Terms & Conditions") are in addition to and form part of the terms set out in the main agreement for the provision of services as signed between Company, IIP-DDS B.V. and IIP (the "Main Agreement"). In the event of discrepancy, the terms set out in the Main Agreement shall prevail over the terms set out herein. Capitalised terms shall have the meaning set out in the Main Agreement unless defined in these IIP Terms & Conditions.

Any changes to these IIP Terms & Conditions shall be notified to Company by IIP in writing (email or notification on the relevant Platform to be sufficient). Please regularly check for updates and changes to these IIP Terms & Conditions. Continued access or use of the Platforms after such notification constitutes Company's consent to be bound by the amended IIP Terms & Conditions.

For the avoidance of doubt, the FUGA Platform and the RASA Platform are two separate platforms and any terms including any obligation, action, omission or liability set out herein shall apply to each platform individually. If the Main Agreement (as it may be varied and/or amended) does not include the provision of: a) the RASA Platform, then references to the RASA Platform shall not be applicable to Company; and b) certain FUGA Platform Features, then the terms set forth herein shall only be applicable in relation to such FUGA Platform Feature (if any) as included in the Main Agreement. Termination of the Main Agreement in relation to one platform shall not affect the validity of the Main Agreement in relation to the other platform unless the Parties agree otherwise in writing.

Company hereby acknowledges that all title to and ownership of the Platforms, their underlying software, design, and related components (including any DDEX documentation created by IIP), remain vested in IIP (or, where applicable, third-party owners) and nothing in this Agreement shall be deemed or construed to transfer ownership or title to Company or any third party. The 'FUGA' trade-name and logo are registered trademarks owned by IIP as well as the 'RASA' brand-name. Other featured logos, content and corporate names are or may be trademarks of their respective owners (including Company and/or DSPs).

These IIP Terms & Conditions shall be subject to and construed in accordance with the laws of the Netherlands and all disputes (including non-contractual disputes or claims) relating to these IIP Terms & Conditions shall be brought solely in the courts of Amsterdam or any higher court as relevant.

Company shall contact IIP at support@fuga.com for any problems related to its Company Account or the Platforms (including any FUGA Platform Features).

B. FUGA PLATFORM AND FUGA PLATFORM FEATURES TERMS

1. FUGA PLATFORM - GRANT OF RIGHTS

1.1. IIP hereby grants to Company and Company hereby accepts a non-exclusive, non-transferable, non-assignable, revocable licence to use the FUGA Platform including any and all third-party software used therein during the Term for the management and delivery of Company Content to DSPs.

1.2. On his part, Company hereby grants to IIP and IIP hereby accepts any and all rights necessary for IIP to manage Company Content on the FUGA Platform only during the Term and throughout the Territory, including rights to: a) ingest, store and deliver Company Content (including Metadata only) to DSPs; b) create digital master files and reproduce, convert and transcribe Company Content and perform automated Metadata mappings corrections; c) store Company Content on cloud or physical storage servers; d) check specific information directly relevant to Company's use of the FUGA Platform contained in Company Account against IIP's records to make sure the FUGA Platform is being used in accordance with the terms of this Agreement; and e) troubleshoot any problems and provide technical support.

1.3. Company's entitlement to use other third parties for hosting and delivery services shall be subject to the terms set out in the Main Agreement under the "Exclusivity" clause in the Deal Terms.

2. FUGA PLATFORM – IIP's OBLIGATIONS

IIP shall: a) provide and operate the FUGA Platform in compliance with the Service Levels set out in Point F below; b) format Company Content to the required file types and encode Company Content with required codecs or run

initial checks for Company Content's compliance with other industry-standard DSPs' delivery requirements; c) provide Company with information reasonably requested in writing to fulfil its obligations hereunder; d) reasonably cooperate with Company to resolve any material technical and operational issues relating to Company's use of the FUGA Platform; e) provide Company with standard software updates ensuring the functionality of the FUGA Platform at no additional cost; and f) endeavour to implement sufficient security measures in line with customary standards within the music industry.

3. COMPANY'S OBLIGATIONS

In addition to Company's obligations set out in the Main Agreement, Company shall: a) keep its Company Account (including the login details) safe at all times and prevent access to it by any person who is not an authorised representative of Company; b) be solely responsible for the proper and adequate uploading of Company Content on the FUGA Platform; c) ensure that correct and complete Metadata (including publisher, author, composer and performer Metadata) is provided at all times; d) ensure that Company Content is commercially and technically satisfactory for exploitation on DSPs and IIP reserves the right to refuse, upon notification to Company, to accept any Company Content that does not meet the standard requirements, guidelines, policies and/or specifications set out by IIP and/or by the relevant DSPs from time to time; e) promptly notify IIP in writing of any defect or alleged defect in the FUGA Platform; f) immediately notify IIP of any breach or alleged breach of security or unauthorised use of its Company Account or Company software, applications and/or servers which may affect the integrity and safety of the FUGA Platform; g) be fully responsible for obtaining and maintaining any third party software, services and/or hardware to enable Company and its users to access the FUGA Platform via a portable, mobile or similar device; h) fulfil any obligations directly applicable to it and that it will not use the FUGA Platform or any DSPs in any fraudulent and/or illegal way; i) be solely responsible for all use of the FUGA Platform that occurs under its Company Account; and j)not deliver the same Asset simultaneously through the FUGA Platform and other third-party service providers in the same territories to the same DSPs so to avoid a clash at the DSP's end to identify the legitimate content provider of such Asset.

4. FUGA PLATFORM – COMPANY'S RESTRICTED ACTIVITIES

Company will not: a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the FUGA Platform in any form or media or by any means including without limitation by any automated or non-automated "scraping"; b) attempt to reverse compile, decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the FUGA Platform; c) access all or any part of the FUGA Platform or use any documentation provided to Company in order to build a product or service which copies and/or

mirrors the features and/or functionalities of the FUGA Platform; d) access all or any part of the FUGA Platform or use any documentation provided to Company in order to build a product that provides direct access to third parties to the FUGA Platform or any of its features and functionalities; e) provide direct access to use the FUGA Platform to third parties without a licence of the 'White Label Module'; f) access, store, distribute or transmit any material (including Company Content) during the course of its use of the FUGA Platform that is unlawful, harmful, threatening, defamatory, obscene, facilitates illegal activity, infringing, harassing or racially or ethnically offensive; g) submit to the FUGA Platform any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorised access or to produce unauthorised modifications; h) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the FUGA Platform; i) take any action that imposes, or may impose, as evaluated at IIP's sole discretion, an unreasonable or disproportionately large load on IIP's infrastructure; j) interfere with the proper working of the FUGA Platform; k) access any content on the FUGA Platform through any technology or means other than those provided or authorised by the FUGA Platform; and k) bypass the measures IIP may use to prevent or restrict access to the FUGA Platform (or certain areas and/or functionalities therein), including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the FUGA Platform or the content therein.

5. FUGA PLATFORM - MODIFICATIONS

IIP continuously upgrades the features and functionality of the FUGA Platform and Company hereby acknowledges and agrees that IIP may make changes to or discontinue any non-material aspects of the FUGA Platform and any of the features, functionalities, media, content, products, software or services available at any time and without notice and without liability to Company. Notwithstanding the foregoing, in the event of IIP implementing any changes that would materially affect Company's ability to upload and/or deliver Company Content to DSPs for an extended period of time, IIP shall, but it's not obliged to, notify Company of any such material changes in advance.

6. FUGA PLATFORM - DISCLAIMER

6.1. Subject to the Service Levels set out in Point F below, Company hereby agrees to assume sole responsibility for the results obtained from the use of the FUGA Platform and that the FUGA Platform is a standard customer based application that is not developed to meet Company's specific requirements including the guarantee of any specific DSP connection.

6.2. IIP disclaims any warranty that Company's use of the FUGA Platform will meet any of Company's requirements and that such use will be uninterrupted, timely, error free, free from viruses, malware or other harmful components or secure. IIP shall also not be responsible for any delay to deliveries caused by DSPs' fault including: a) DSPs not accepting delivery feeds and/or preventing IIP to make deliveries or having a delivery queue that cannot be controlled by IIP; and/or b) failure is caused by Company's fault including problems with Metadata. To the maximum extent permitted by applicable law, IIP excludes any liability for any loss or damage including those caused by a virus, distributed denial-of-service attack or other technologically harmful material that may infect Company's computer equipment, computer programs, data or other proprietary material due to Company's use of the FUGA Platform or any website linked to it, unless IIP wilfully or grossly negligently caused the loss or damage. All warranties, representations, conditions and all other terms of any kind whatsoever, including without limitation, any statutory or implied warranties of merchantability, fitness for a particular purpose or title, which are not expressly set out in these IIP Terms & Conditions are, to the fullest extent permitted by the applicable law, excluded from these IIP Terms & Conditions and Company acknowledges that the FUGA Platform is provided to the Company on an "as is" basis.

6.3. Company shall be solely responsible for maintaining back-up copies of the Company Data and Company Content uploaded to the FUGA Platform. IIP shall, but it's not obliged to, retain a copy of Company Content and Company Data on its servers for general administration and back-up purposes.

7. FUGA PLATFORM FEATURES - ACCESS

7.1. In accordance with the terms set out in the Main Agreement and the Software Services to be provided by IIP to Company, the FUGA Platform might provide access to the following features (the "FUGA Platform Features"): a) 'XML/XML Pro Tool' / DDEX Tool' a feature allowing Company to remotely deliver, manage and/or control Company Content on the FUGA Platform; b) the 'White Label Module' a feature enabling Company to provide third parties with dedicated sub-accounts on Company Account on the FUGA Platform to facilitate the management of their audio and audio-visual content on the FUGA Platform; c) 'Trends Dashboard' a feature allowing Company to see anonymised analytics, sales and usage information related to Company Content's exploitation on certain DSPs; and iv) the 'FUGA API' an application programming interface allowing Company to perform certain remote actions in relation to its management of Company Content and which use by Company is further subject to the terms set out in Point C below.

7.2. The FUGA Platform Features shall be applicable from the Effective Date. Company shall be entitled to opt-out from a FUGA Platform Feature by written request to support@fuga.com, such opt-out to take effect from the end of the Initial Term or the relevant Renewal Term (as applicable).

8. TRENDS DASHBOARD

8.1. The Trends Dashboard feature is available to Company if exploiting content via its Direct Deals on the plans set out on the FUGA Platform. In the event that Company exploits its Company Content via IIP-DDS Aggregation Deals, Company shall be entitled to access data from all DSPs available on the Flexible Plan. Company shall be entitled to change from Starter to Flexible and vice-versa no more than once per month by selecting the relevant switching option on the FUGA Platform. The change of plan shall be applicable from the calendar month in which IIP receives such notification.

9. WHITE LABEL MODULE

In relation to the White Label Module, any content uploaded by third parties shall be considered Company Content for the purposes of this Agreement and Company shall be solely responsible to: a) liaise with such third parties in relation to their sub-accounts; b) provide them with adequate levels of technical and commercial assistance; c) manage any such additional content on the FUGA Platform; and d) ensure that the relevant third parties will be bound by terms and conditions regarding the access and use of the FUGA Platform and the Aggregation Services no less onerous or restrictive and no more permissive than those binding Company under this Agreement.

10. LIMITATION OF LIABILITY

10.1. Company agrees that in no event IIP, its Affiliates, its successors in title and subcontractors and its respective directors, shareholders, officers, agents, employees and assigns shall be liable to Company for or in relation to any damage caused by: a) any errors or omissions in any Company Data (including Metadata) or for any action undertaken by FUGA under Company's direction; b) any non-performance due to Company's misuse of the FUGA Platform and/or failure to comply with FUGA's reasonable instructions; c) for any misuse of Company Content by DSPs or DSPs' end users including unauthorised copying and distribution of Company Content; and d) any DSPs' payment and/or reporting failure.

10.2. IIP's liability for any breach of this Agreement other than by gross negligence or wilful misconduct related to the licence of the FUGA Platform shall in all instances be limited to five thousand Euros (€5,000). Company agrees that the limitations set out in this Clause and restrictions in these FUGA Terms and Conditions are reasonable because they reflect the fact that: a) IIP cannot control how and for what purpose Company uses the FUGA Platform; b) IIP has not developed the FUGA Platform specifically for Company's use.

11. TERMINATION

11.1. In addition to the termination provisions set out in the Main Agreement, IIP shall be entitled to terminate this Agreement in relation to the licence of the FUGA Platform at any time with immediate written notice to Company in the event of: a) an alleged security breach of Company Account which may jeopardise the safety of the FUGA Platform or the DSPs; or b) a breach of Point B, Clause 4 of these IIP Terms & Conditions.

11.2. Upon notice of termination of this Agreement, Company shall promptly delete all Company Content from the FUGA Platform. In the event that Company fails to do so, FUGA may remove any such content from the FUGA Platform after the termination date.

12. TECH AUDIT

During the Term and within six (6) months from termination of this Agreement and upon reasonable prior written notice to Company, IIP will have the right to instruct a third-party expert to make a technical audit including gaining access to the source code, the full commit history and associated design and documents it considers required to verify that none of IIP's technology and / or intellectual property rights is being used or has been accessed by Company and/or its competitors. In the event of the audit confirming any such access and/or use, a copy of which shall be transmitted to Company, Company shall be in material breach of this Agreement and Company shall fully indemnify IIP for any and all costs and damages therefrom together with IIP's reasonable costs for such audit.

C. FUGA API

1. FUGA API LICENCE

1.1. Subject to these IIP Terms & Conditions, IIP grants Company a worldwide, personal, non-exclusive, non-transferable, revocable, and non-sub-licensable licence to do the following: a) to use and integrate the FUGA API into Company Applications to enable Company to access certain features of the FUGA Platform and provide them to Company's users (if any); and b) to access the FUGA Platform to retrieve FUGA API Data only insofar as needed to use, view or process any data related to Company's Assets for analysis or creation of reports ("Works"). For the purpose of these IIP Terms & Conditions: a) 'FUGA API Data' means information stored in and retrieved from IIP's databases, servers and/or the FUGA Platform that IIP, in its sole discretion, may share with Company, including any software code, trends & analytics data and the API Documentation but excluding any information that Company obtains lawfully and independently of IIP; b) 'API Documentation' means the documentation accompanying the FUGA API and such other instructions as IIP may notify to Company in writing from time to time in relation to its use of the FUGA API; and c) 'Company

Applications' means any software application(s), site(s) or other interface that Company creates, develops, owns or operates to: a) interact with the FUGA API; or b) read, update or delete certain content from the FUGA Platform, including notes, embedded resources, tags, notebooks and saved searches.

1.2. Company shall not: a) attempt to identify individual users by combining FUGA API Data with other data or in any other manner; b) sell, rent or otherwise trade or assign FUGA API Data (including the Works) to any third party; c) make FUGA API Data available to any third party also when combining it with Company's own data; or d) use or otherwise process FUGA API Data or the FUGA API in any way that conflicts with applicable laws and regulations; e) request from the FUGA API any information outside any permissions granted; f) falsify or alter any unique referral identifier in, or assigned to Company Applications, or otherwise obscure or alter the source of queries coming from Company Applications; g) circumvent or modify or seek to circumvent or modify any API Keys or IIP's security mechanisms or limits on number of FUGA API requests; and h) use the FUGA API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage or otherwise fails to comply or is inconsistent with any part of the API Documentation.

1.3. Company shall not distribute, commercialise, monetise, sell, or otherwise generate or receive consideration (of any form, whether cash or in-kind) for the FUGA API and/or FUGA API Data;

1.4. IIP reserves the right to require Company, as part of this licence, to display attributions (such as 'Powered by FUGA") in Company Applications.

1.5. By submitting, posting or displaying any of the information and content provided, generated, transmitted or displayed via the FUGA API by Company or Company's users on the FUGA API, Company gives IIP a perpetual, worldwide, non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and create derivative works of such data only for the purposes of enabling IIP to provide Company with the FUGA API. Any information, data and/or content transmitted or displayed via the FUGA API shall be considered Company Data.

2. UPDATES AND CHANGES TO THE FUGA API

In accordance with the terms set out in Clause 5 Point B of these IIP Terms & Conditions, IIP may, in its sole discretion and without any liability to Company, modify the FUGA API. Please be aware that IIP's modifications may affect any Company Applications and may require Company to make changes to Company Applications to continue to be compatible or interface with the FUGA API.

3. API KEYS

3.1. In order to use any of the FUGA API, Company may be required to obtain from IIP unique confidential security keys, tokens, passwords and/or other cre-

dentials (if any) for accessing and using the FUGA API ("API Keys"). The API Key is IIP's property. IIP may issue one or more API Keys to enable Company's access.

3.2. Company may access (or attempt to access) the FUGA API only by the means described in the API Documentation.

3.3. Company is responsible for maintaining the secrecy and security of the API Keys. Company is fully responsible for all activities that occur using the API Keys, regardless of whether such activities are undertaken by Company or a third party. Company may not share, sell, transfer, sublicense or otherwise disclose Company's API Keys to any other person unless authorised in writing by IIP to do so.

3.4. If Company learns of any unauthorised use of Company's API Keys, then Company must contact IIP immediately at support@fuga.com.

4. LIMITATIONS ON THE USE OF THE FUGA API

4.1. From time to time and without notice to Company, IIP may limit and/or remove Company's access to the FUGA API including: a) the number of network calls that Company Application may make via the FUGA API; b) the volume of FUGA API requests that Company can make; c) the maximum file sizes; and/or d) the maximum number of FUGA Data that may be accessed by Company within the time periods specified in the API Documentation.

4.2. IIP may post information about its usage limitations on the FUGA Platform and IIP may change such usage limits at any time and use technical measures to prevent over-usage or to stop usage of the FUGA API by Company Applications after IIP's usage limitations are exceeded.

5. SUPPORT

IIP has no obligation to provide Company or Company Users with support, software upgrades, enhancements or modifications to the FUGA API. Company understands and agrees that Company is solely responsible for providing Company Users with support and any other technical assistance for Company Applications.

6. SECURITY

6.1. Company warrants that Company Applications have been developed to operate with the FUGA API's content in a secure manner. Company's network, operating system and the software of its servers, databases, and computer systems must be properly configured to securely operate Company Applications and store content collected through Company Applications (including the FUGA API's content). Company Applications must use reasonable security measures to protect the private information of Company users.

D. RASA PLATFORM

1. GRANT OF RIGHTS

1.1. IIP hereby grants to Company and Company hereby accepts a non-exclusive, non-transferable, non-assignable, revocable licence to use the RASA Platform during the Term within the Territory for the management of Company's music royalties accounting procedures.

1.2. On his part, Company hereby grants to IIP and IIP hereby accepts any and all rights necessary for IIP to manage Company Data on the RASA Platform only during the Term and throughout the Territory, including rights to: a) check specific information directly relevant to Company's use of the RASA Platform contained in Company Account against IIP's records to make sure the RASA Platform is being used in accordance with this Agreement; b) store Company Data on cloud or physical storage servers; c) check specific information directly relevant to Company's use of the RASA Platform contained in Company Account against IIP's records to make sure the RASA Platform is being used in accordance with this Agreement; and d) troubleshoot any problems and provide technical support.

2. IIP's OBLIGATIONS

IIP shall: a) provide the smooth running of the RASA Platform in compliance with the Service Levels set out in Point F below; b) format Company Data to the required file types for processing on the RASA Platform; c) provide Company with information reasonably requested to fulfil its obligations hereunder; d) reasonably cooperate with Company to resolve any material technical and operational issues relating to Company's use of the RASA Platform; and e) provide Company with standard software updates ensuring the functionality and enhancement of the RASA Platform at no additional cost.

3. COMPANY's OBLIGATIONS

3.1. In addition to Company's obligations set out in the Main Agreement, Company shall: a) keep its Company Account (including the login details) safe at all times and prevent access to it by any person who is not an authorised representative of Company; b) be solely responsible for the proper and adequate uploading of Company Data on the RASA Platform; c) ensure that correct and complete Company Data is provided at all times and in accordance with any Company's payment cycle obligations deadlines and IIP reserves the right to refuse, upon notification to Company, to accept any Company Data that does not meet the standard requirements guidelines, policies and/or specifications set out by IIP from time to time; d) fulfil any obligations directly applicable to it and ensure that Company Data complies with the RASA Platform manual and any guidelines provided by IIP from time to time and that it will not use the RASA Platform in any fraudulent and/or illegal way; e) promptly notify IIP

in writing of any defect or alleged defect in the RASA Platform; f) immediately notify FUGA of any breach or alleged breach of security or unauthorised use of its Company Account; g) be fully responsible for obtaining and maintaining any third party software, services and/or hardware to enable Company and its authorised users to access the RASA Platform via a portable, mobile or similar device; h) be solely responsible for all use of the RASA Platform that occurs under its Company Account; i) have all permissions, consents or other authorisations from artists, performers, producers and other third parties required for the exploitation or usage of Company Data on the RASA Platform; and j) unless agreed otherwise in the Main Agreement, pay for any and all payments due to third parties for the music royalties processed on the RASA Platform.

3.2. Company shall be solely responsible for any correspondence with any third party and/or entities related to Company's business or any transactions completed and any contract entered into by Company with any such third parties, including any agreements with artists, performers, producers and featured artists. Company hereby acknowledges that IIP shall not be responsible at any time for payments due to third parties in relation to Company's business.

4. FUGA PLATFORM – COMPANY'S RESTRICTED ACTIVITIES

Company will not: a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the RASA Platform in any form or media or by any means including without limitation by any automated or non-automated "scraping"; b) attempt to reverse compile, decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the RASA Platform; c) access all or any part of the RASA Platform or use any documentation provided to Company in order to build a product or service which copies and/or mirrors the features and/or functionalities of the RASA Platform; d) access all or any part of the RASA Platform or use any documentation provided to Company in order to build a product that provides direct access to third parties to the RASA Platform or any of its features and functionalities; e) provide direct access to use the RASA Platform to third parties without IIP's prior written approval; f) access, store, distribute or transmit any material (including Company Data) during the course of its use of the RASA Platform that is unlawful, harmful, threatening, defamatory, obscene, facilitates illegal activity, infringing, harassing or racially or ethnically offensive; g) submit to the RASA Platform any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorised access or to produce unauthorised modifications; h) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the RASA Platform; i) take any action that imposes, or may impose, as evaluated at IIP's

sole discretion, an unreasonable or disproportionately large load on IIP's infrastructure; j) interfere with the proper working of the RASA Platform; j) access any content on the RASA Platform through any technology or means other than those provided or authorised by the RASA Platform; and k) bypass the measures IIP may use to prevent or restrict access to the RASA Platform (or certain areas and/or functionalities therein), including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the RASA Platform or the content therein.

5. RASA PLATFORM MODIFICATIONS

IIP continuously upgrades the features and functionality of the RASA Platform and Company hereby acknowledges and agrees that IIP may make changes to or discontinue any non-material aspects of the RASA Platform and any of the features, functionalities, media, content, products, software or services available at any time and without notice and without liability to Company. Notwithstanding the foregoing, in the event of IIP implementing any changes that would materially affect Company's ability to process its royalty statements on the RASA Platform for an extended period of time, IIP shall, but is not obliged to, notify Company of any such material changes in advance.

6. DISCLAIMER

6.1. Subject to the Service Levels set out in Point F below, Company hereby agrees to assume sole responsibility for the results obtained from the use of the RASA Platform and that the RASA Platform is a standard customer-based application that is not developed to meet Company's specific requirements.

6.2. IIP disclaims any warranty that Company's use of the RASA Platform will meet any of Company's requirements and that such use will be uninterrupted, error free, virus-free or secure. To the maximum extent permitted by applicable law, IIP excludes any liability for any loss or damage including those caused by a virus, distributed denial-of-service attack or other technologically harmful material that may infect Company's computer equipment, computer programs, data or other proprietary material due to Company's use of the RASA Platform or any website linked to it, unless IIP wilfully or grossly negligently caused the loss or damage. All warranties, representations, conditions and all other terms of any kind whatsoever, including without limitation, any statutory or implied warranties of merchantability, fitness for a particular purpose or title, which are not expressly set out in this Agreement are, to the fullest extent permitted by the applicable law, excluded and Company acknowledges that the FUGA Platform is provided to the Company on an "as is" basis. Company shall be solely responsible for maintaining back-up copies of the Company Data uploaded to the RASA Platform. IIP shall, but is not obliged to, only retain a copy of Company Data on its servers for general administration and back-up purposes.

7. LIMITATION OF LIABILITY

7.1. Company agrees that in no event shall IIP, its Affiliates, its successors in title and subcontractors and its respective directors, shareholders, officers, agents, employees and assigns be liable to Company for or in relation to any damage caused by: a) any errors or omissions in any Company Data (including any third parties' sales reports) or for any action undertaken by IIP under Company's direction; and b) any non-performance due to Company's misuse of the RASA Platform and/or failure and/or delay to comply with IIP's manual, guidelines and/or reasonable instructions.

7.2. IIP's liability for any breach of this Agreement other than by gross negligence or wilful misconduct related to the licence of the RASA Platform shall in all instances be limited to five thousand Euros (€5,000). Company agrees that the limitations set out in this Clause and restrictions in these IIP Terms & Conditions are reasonable because they reflect the fact that: a) IIP cannot control how and for what purpose Company uses the RASA Platform; b) IIP has not developed the RASA Platform specifically for Company's use.

8. TERMINATION

8.1. IIP shall be entitled to terminate the this Agreement in relation to the RASA Platform at any time with immediate written notice to Company: a) in the event of an alleged security breach of Company Account which may jeopardise the safety of the RASA Platform; b) in the event of any alleged fraudulent activity; and c) a breach of Point, D, Clause 4 of these IIP Terms & Conditions.

8.2. Upon termination of this Agreement, Company shall delete all Company Data from the RASA Platform. In the event that Company fails to do so, IIP may remove any such data from the RASA Platform after the termination date.

E. FREE TRIALS AND DEMOS

Company hereby acknowledges that in the event that IIP makes available to Company (with or without payment) any tool, feature, API which is identified to be a trial or a demo version (e.g. not a definitive fully tested product) ("Demo"), IIP cannot and does not warrant that any aspect of such Demo will meet Company's needs or specific requirements. Company hereby agrees to assume sole responsibility for the results obtained from the use of the Demo and agrees that IIP reserves the right to terminate the availability of the Demo to Company or modify the Demo in whole or in part, in any manner in IIP's sole discretion, without notice and liability to Company beside a pro-rata refund of any fee that Company might have paid for the use of the Demo calculated from the day in which the Demo is not available anymore to Company. Company can notify IIP in writing with no less than two (2) months of its intention to cease using the Demo.

F. SERVICE LEVELS

1.1. IIP shall ensure that during the Term, the FUGA Platform and/or the RASA Platform respectively shall be available ninety-nine per cent (99%) of the time provided that the following shall not be counted towards the calculation of service level: a) hardware failure; b) internet service disruptions; c) Force Majeure Events; and d) down-time for routine maintenance and services upgrades (the "Service Levels").

1.2. Any required routine maintenance takes place on daily basis from 07:30 to 09:00 CET, unless otherwise notified via email.

1.3. In addition, IIP provides a dedicated technical support team to provide reasonable assistance to use Company Account and/or to resolve error messages within the FUGA Platform and/or the RASA Platform. IIP's technical support can be reached by email at support@fuga.com from 10.00 till 17.00 CET/EST on Monday to Friday (excluding Public Holidays).

G. PRIVACY POLICY

The privacy policy set out at https://fuga.com/privacypolicy is applicable to Company's use of the Platforms (including the FUGA Platform Features).