

## DIGITAL PRODUCT(S) TERMS AND CONDITIONS

The Client is contracting for the Digital Product(s) listed on the Order Form (the “**Package**”) with the Informa Group Company identified in the Order Form (“**Informa**”). All Packages are subject to the Order Form and the following terms and conditions. To the extent there is any conflict between these terms and conditions and the Order Form, the terms of the Order Form shall prevail.

### 1. Fees & Taxes

- 1.1 All Fees shall be payable within 30 days of receipt of invoice and must be paid prior to a Package being released. Any overdue amounts shall be subject to an interest at the rate of 4% above the base lending rate of the Bank of England per annum.
- 1.2 It is the intent of the parties that Informa will receive the Fees net of all applicable taxes, including without limitation, sales, VAT, service or withholding taxes (Taxes), all of which shall be paid solely by the Client. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including any amount necessary to “**gross up**” for Taxes levied on the increase itself).

### 2. Changes, Delivery & Hosting of Online Content

- 2.1 Any changes to the Package, or cancellations of the Package set out in the Order Form, must be submitted in writing to Informa and will, subject to Informa approval, be effective 14 days after Informa’s receipt of such written notice, save that if the cancellation is received after the Package has been published, the Fees shall remain due and payable.
- 2.2 The Package shall be hosted on the website, and for the period, as set out in the Order Form.
- 2.3 Informa does not warrant that the operation of its on-line service or any third-party platform will be uninterrupted or error-free. Informa assumes no liability for any omission or delay in hosting the Package on its website.

### 3. Intellectual Property

- 3.1 Notwithstanding anything in the Agreement to the contrary, each party shall retain and own all right, title, and interest, including all intellectual property rights, in and to all of its pre-existing intellectual property and data. Unless otherwise stated in the Order Form Client shall own all right, title, and interest, including all intellectual property rights, in and to the Package (**Client IPR**).
- 3.2 Client acknowledges that the Package will appear on Informa’s website and will be made available to users of the website free of charge. Users may reproduce, print, copy or otherwise disseminate the Package.
- 3.3 Client grants to Informa a worldwide, limited, sub-licensable, royalty free license to use Client IPR for the purposes of hosting the Package and making it

available to the website’s end users.

**The following Clauses 4-9 (inclusive) are specific to the Digital Product(s) set out on the Order Form.**

### 4. Advertising

- 4.1 Advertising may be in the form of a LinkedIn announcement, custom email, hard copy print or digital on a Informa website or Platform.
- 4.2 Client must deliver all creative to Informa at least five (5) business days prior to the campaign start date in the case of digital, rich media creative, or at least three (3) business days prior to the campaign start date in the case of any other digital creative.
- 4.3 Informa shall make a good faith effort to comply with any request for modification to the creative for an ongoing campaign, if received from Client with at least two (2) business days’ prior written notice. For clarity, creative first provided by or on behalf of Client to Informa under the Agreement, including any and all intellectual property rights therein, shall constitute Client IPR for purposes of the Agreement.
- 4.4 Unless Client has paid a placement premium (or unless otherwise provided in the Order Form), positioning of advertising is in Informa’s sole discretion. Informa reserves the right in its sole discretion to designate the general and classified rates for any advertising.
- 4.5 Unless specifically provided in the Order Form signed by all parties or otherwise with Informa’s prior written consent, no advertising pursuant to any Order Form may promote any affiliate of the Client or any third party.
- 4.6 Client represents and warrants that (i) it holds the necessary rights to permit the use of the advertising and any material to which users can link through the advertising and (ii) that the use, reproduction, distribution, or transmission of the advertising (and any material to which users can link through the advertising) will not violate any applicable laws or violate any rights of any third parties. Client acknowledges that Informa is utilizing a third-party system.

### 5. Webinar or Video Content

- 5.1 Client must deliver all content for the webinar or video (“**Content**”) to Informa at least five business days prior to the webinar or custom video go live date.
- 5.2 Client licences to Informa the content on a non-exclusive, royalty free, worldwide basis for the

- purpose of delivering the webinar or custom video.
- 5.3 Informa shall not be liable for any errors or omissions that appear in the final webinar or video content.
- 6. White Paper(s)**
- 6.1 Sponsored white papers vary in length, as specified in the Order Form. Options include Client branding on the title page and a tagline within the white paper, such as, **“this white paper is sponsored by \_\_\_\_.”** Inclusion of Informa branding of the white paper, including identification of the analyst authoring the white paper, is at the discretion of the Client.
- 6.2 Unless stipulated otherwise in the Order Form, the Client holds unlimited distribution rights to the English-language version of the white paper. The Client may request the option of translating the white paper into other languages for an additional fee. All translations must be approved by Informa prior to distribution.
- 6.3 The Client determines the topic addressed by the white paper before the project begins, in consultation with the Informa analyst assigned to the project. The project begins when the topic is selected and once selected, notwithstanding Clause 6.4, the topic cannot be changed.
- 6.4 Sponsored white papers are specifically for thought-leadership purposes. In general, white papers are based on research already conducted by Informa. Projects that require original research require separate agreements for execution. The Client and its products may be mentioned in the white paper, but endorsement of the Client or its products by Informa is strictly prohibited.
- 6.5 If requested by the Client, Informa will provide an outline of the white paper for review and approval prior to development of the first draft of the white paper. If an outline is requested, the review period for the outline is three (3) business days from the time the outline is submitted for review. Any extension of the outline review period beyond three (3) business days may be granted by Informa at its discretion. However, once the review period expires, Informa reserves the right to consider the outline of the white paper to be accepted by the Client without further alteration.
- 6.6 Once the first draft of the white paper is completed, the Client receives the first draft for comment and review.
- 6.7 The review period for the first draft of the white paper is five (5) business days from the time the draft is submitted for review. The review process is intended for Client comments or suggestions for revision. Any extension of the first-draft review period beyond five (5) business days may be granted by Informa at its discretion. However, once the review period expires, Informa reserves the right to consider the first draft of the white paper to be accepted by the Client without further alteration.
- 6.8 Creation of the final draft of the white paper takes place after the first-draft review is completed, as described above.
- 6.9 The review period for the final draft of the white paper is three (3) business days from the time the final draft is submitted for review. Any extension of the final-draft review period beyond three (3) business days may be granted by Informa at its discretion. However, once the review period expires, Informa reserves the right to consider the final draft of the white paper to be accepted by the Client without further alteration.
- 6.10 If Informa does not receive Client comments or suggestions for revision, the White Paper will be considered final and ready for posting. Informa will consider Client suggestions for revisions to the final draft. However, the final decision on the content of the white paper rests solely with Informa.
- 6.11 After the final-draft review is completed, Informa will make any final revisions and then will supply the Client with a pdf file of the final white paper. Once the pdf file is delivered to the Client, the project is deemed completed.
- 7. Custom Blog(s)**
- 7.1 Informa analysts are available to create thought-leadership blogs that are sponsored by Informa and Informa clients.
- 7.2 Sponsored blogs are 400 to 600 words long and carry the byline of the analyst who writes the blog.
- 7.3 Sponsored blogs are identified as such with a tagline, such as, **“this blog is sponsored by \_\_\_\_”**
- 7.4 Clients may determine the topic addressed by the blog at their discretion, before the project begins. Clients may also request to review the blog before it is posted. However, the final decision on the content of the blog rests solely with Informa.
- 7.5 If the Client chooses not to determine the topic, the Informa analyst will propose the topic. The project will begin once the proposed topic is approved by the Client. The Client has three (3) business days to approve the proposed topic or suggest an alternate topic. If the Client does not respond to the proposed topic after three (3) business days, Informa will consider the topic acceptable and will begin the project.
- 7.6 Once the project begins, the topic selection is final and cannot be changed.
- 7.7 Sponsored blogs are specifically for thought-leadership purposes. The Client may be mentioned in the blog if the Informa analyst deems that to be appropriate, but endorsement of the Client or its products is strictly prohibited.
- 7.8 If the Client elects to review the blog before it is posted, the maximum review period is three (3) business days from the time the blog is submitted for

review. Client comments or suggestions for revision will be considered by Informa, but the final decision on the content of the blog rests solely with Informa.

- 7.9 If Informa does not receive Client comments or suggestions for revision after three (3) business days, the blog will be considered final and ready for posting.
- 7.10 The project is complete when the blog is posted at the designated Informa site(s) or is delivered to the Client for posting at the site(s) of its choosing.

## 8. Lead Generation

- 8.1 The minimum number of leads and frequency of delivery will be specified on the Order Form.
- 8.2 Client shall not sell, distribute, transfer or assign its rights to or otherwise provide the registrant list that is created as part of the lead generation (a “List”), in whole or in part, to any third party without the prior written consent of Informa, but instead shall use the List solely for Client’s own self-promotional purposes. Provided that, such permitted use shall include Client’s use of marketing companies or other agents to accomplish such purposes as long as those companies agree to use the List solely for the benefit of Client.
- 8.3 “Lead Insights” is a platform created by Informa which allows Client to see all of Client’s event or digital product lead data in one place and provides Client with valuable insights into its audience. Informa’s Lead Insights product creates data insights and analytics as a personalised Lead Insights dashboard for Client. The nature of the Lead Insights deliverable to Client will be specified in the Order Form and to the extent Client’s Package includes Lead Insights:
  - 8.3.1 Client agrees to comply with any website terms of use and/or fair or acceptable use policies indicated on any website on which the event website or Lead Insights platform is hosted, including but not limited to <https://informaconnect.com/terms-of-use/> which shall apply to Client’s use of Lead Insights.
  - 8.3.2 In using the Lead Insights product or any outputs from Lead Insights, each party agrees to comply with and fulfil its obligations under all applicable e-mail marketing, privacy and data protection laws and regulations of the EU, U.S. and any other applicable country.
  - 8.3.3 Informa do not endorse or accept any responsibility for the content, or the use of, any goods or services that may be identified or described on the event website or platform on which Lead Insights is hosted and Informa shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of, or reliance on, any content, goods or services available on or through the Lead Insights platform or website.
  - 8.3.4 Informa may issue Client with a unique username

and password. Usernames and passwords are confidential and remain the property of Informa at all times and may not be sold, assigned or transferred to any third party without Informa’s permission. Client’s username and password are personal to Client and its delegate(s). Client hereby agrees that it will not permit others to use Client’s username or password and Client will be and remain liable for the acts of any person using Client’s username and password.

## 9. Direct Marketing

- 9.1 With respect to any e-mails that may be sent on behalf of the Client in connection with the Package, including without limitation any Package component(s) or links thereto transmitted by e-mail (the “Blasts”), each party agrees to comply with and fulfil its obligations under all applicable e-mail marketing, privacy and data protection laws and regulations of the EU, U.S. and any other applicable country, including but not limited to the U.S. CAN SPAM law, Canadian Anti-Spam Legislation, the California Consumer Privacy Act, and EU data protection legislation and regulation, concerning e-mail marketing, privacy or data security
- 9.2 To the extent that any Blasts will be sent by Informa to an Informa-provided list of recipients, Client shall provide its suppression list to enable Informa to ‘scrub’ against Informa’s list.
- 9.3 The Client agrees to defend, indemnify and hold harmless Informa, and their directors, officers, employees and agents from and against all claims, losses, damages, liabilities, costs or expenses due to or arising out of Client’s failure to provide a complete and accurate suppression list to Informa.

## 10. Data Protection

- 10.1 The following definitions apply to this Clause 0: “Directive” means the European Privacy and Electronic Communications Directive (Directive 2002/58/EC); “Regulation” means the General Data Protection Regulation (Regulation (EU) 2016/679); “Data Protection Law” means the Regulation and the Directive, as amended or replaced from time to time, and all other national, international or other laws related to data protection and privacy that are applicable to any territory where Informa or Client processes personal data or is established; “Reportable Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
- 10.2 For the purposes of this Agreement. the terms **personal data**, **controller**, **processor**, **processing**, **data subject** and **supervisory authority** shall have the meanings ascribed to them under the Regulation.
- 10.3 Either party’s processing of personal data in

connection with this Agreement, the parties agree that each party acts as a data controller. Each party shall (i) only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. Informa processes personal data in accordance with its privacy policy <https://www.informa.com/privacy-policy/>.

- 10.4 If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same.

#### 11. Liability

- 11.1 Client is solely responsible for any legal liability arising out of or relating to: (i) the Package; (ii) any material to which users can link through the advertising; and/or (iii) any third party's use of Client's products and services.
- 11.2 In consideration of Informa providing the Package(s), the Client agrees to indemnify and hold harmless Informa and third parties who (a) distribute or enable the distribution of the advertising, (b) maintain sites which link to Informa websites where the advertising may run; or (c) access Client's site and/or use Client's products or services, against any loss, liability, damages, claims and expenses (including reasonable legal fees) arising out of (i) the content of the advertising, (ii) Informa publishing and distributing such advertising and related material, (iii) any material to which third parties can link through the advertising including material on Client's site, (iv) third parties' use of the Client's products and services, and (v) any breach of Client's representations and warranties above.
- 11.3 In no event shall Informa be liable for any indirect, consequential, incidental or special damages, nor shall its liability for any act, error or omission, whether or not due to its negligence, exceed the cost of the online media ordered.
- 11.4 Informa's maximum aggregate liability to the Client

under this Agreement or otherwise in connection with the Package shall be limited to the total amount of the Fees.

- 11.5 Nothing in these conditions shall exclude or restrict liability which cannot be excluded or restricted by the applicable law.

#### 12. General

- 12.1 Client may not assign or transfer any of its rights under the Agreement. Informa shall be entitled to assign or transfer this Agreement to any third party.
- 12.2 The Client acknowledges that the Agreement constitutes the entire agreement between the parties in relation to the subject matter and that it has not entered into the Agreement in reliance upon any oral or written representation made to it by Informa. No variation of the Agreement shall be effective unless made in writing and signed by or on behalf of each party.
- 12.3 The Agreement is governed by the laws of England and Wales and the Client submits to the non-exclusive jurisdiction of the English courts. Nothing in this Clause shall prevent Informa from pursuing any action against Client in any court of competent jurisdiction.