

## DEMS 360 SERVICE EVALUATION TERMS

THESE TERMS AND CONDITIONS (THE “DEMS 360 EVALUATION TERMS”) GOVERN THE PROVISION BY REVEAL MEDIA LIMITED, A COMPANY REGISTERED IN ENGLAND (“REVEAL”, “US” OR “WE”), AND USE BY YOU, OF THE DEMS 360 SERVICE (AS DEFINED BELOW).

**THESE DEMS 360 EVALUATION TERMS ARE DEEMED ACCEPTED BY AND BINDING UPON YOU UPON THE EARLIER OF: (I) YOUR SIGNATURE ON THE EVALUATION FORM; AND (II) YOUR FIRST USE OF THE DEMS 360 SERVICE OR DOWNLOAD/INSTALLATION OF ANY RELATED SOFTWARE. IF YOU DO NOT AGREE TO THESE DEMS 360 EVALUATION TERMS, DO NOT USE THE DEMS 360 SERVICE OR DOWNLOAD/INSTALL ANY RELATED SOFTWARE.**

**UPON YOUR ACCEPTANCE, THESE DEMS 360 EVALUATION TERMS PERMIT YOU TO USE THE DEMS 360 SERVICE FOR A FREE TRIAL EVALUATION PERIOD OF THIRTY (30) DAYS OR SUCH LONGER PERIOD AS DETERMINED AT REVEAL’S SOLE DISCRETION (THE “TERM”).**

**IF YOU ARE ACCEPTING THESE DEMS 360 EVALUATION TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES (WHETHER INDIVIDUALLY OR ON BEHALF OF A LEGAL ENTITY AND ITS AFFILIATES. “YOU”, “YOUR” OR “CUSTOMER”). IF YOU DO NOT HAVE SUCH AUTHORITY, WE WILL NOT PROVIDE THE DEMS 360 SERVICE TO YOU AND YOU MAY NOT USE THE FREE TRIAL SERVICE OR DOWNLOAD OR INSTALL ANY RELATED SOFTWARE AND YOU MUST NOT ACCEPT THESE DEMS 360 EVALUATION TERMS.**

### **1 Accepting These DEMS 360 Evaluation Terms**

- 1.1. By accepting these DEMS 360 Evaluation Terms, You hereby agree to Your conduct evidencing Your acceptance of a legally binding commitment and / or the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the DEMS 360 Service. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.
- 1.2. If You are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements or terms and conditions such as these DEMS 360 Evaluation Terms according to age and You are under such a jurisdiction and under such age limit, You may not accept these DEMS 360 Evaluation Terms or use the DEMS 360 Service. By accepting these DEMS 360 Evaluation Terms, You explicitly state that You have verified in Your own jurisdiction if Your use of the DEMS 360 Service is allowed and You agree to use the DEMS 360 Service (and all data associated with or stored through the operation or use of the DEMS 360 Service) in accordance with: (a) all applicable laws and (b) the rules, conditions and restrictions applicable to Your use of the DEMS 360 Service published by Reveal as the DEMS Cloud Acceptable Use Policy and amended by Reveal from time to time (the “Policies”).

### **2 License**

- 2.1 The service covered by these DEMS 360 Evaluation Terms means the distinct, hosted and operated on-demand services that Reveal decides in its discretion to provide to You, including all modifications, updates and extensions of those services supplied by Reveal in accordance with the terms of these DEMS 360 Evaluation Terms (the “DEMS 360 Service”). The “DEMS 360 Service” also includes current user guides and technical manuals, specifications and documents for the DEMS 360 Service published by Reveal and as amended from time to time (“Documentation”).
- 2.2 Reveal hereby grants to You a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the DEMS 360 Service for the duration of the Term to store, process, access, manage and transfer Customer Content (as defined below) subject to and upon these DEMS 360 Evaluation Terms. All licenses granted are conditional on Your continued compliance with these DEMS 360 Evaluation Terms.
- 2.3 “Customer Content” means all data, video, images, audio, text, information, software, content and other materials in any form (including derivatives) that You or any of Your Authorised Users (as defined below): (a) access, generate, create, collect, store, transmit or process in connection with using the DEMS 360 Service; or (b) cause to interface to, interact with or run on the DEMS 360 Service.
- 2.4 Reveal will implement the procedures for data security published by Reveal and amended by Reveal from time to time and other commercially appropriate and reasonable security measures intended to prevent accidental loss or unlawful or unauthorised access or disclosure of Customer Content.
- 2.5 Unless otherwise agreed in writing, Reveal is not responsible for the provision of any further or third party software, middleware or other platform whatsoever, the provision of which is entirely Your responsibility.
- 2.6 If reasonably requested by Reveal, Customer agrees to provide feedback to Reveal regarding the DEMS 360 Service, and Reveal may use such feedback as set forth in clause 7 of these DEMS 360 Evaluation Terms. Reveal may use the data generated in connection with Customer’s use of the DEMS 360 Service; provided, however, in the event Reveal provides such data to third parties, it shall be anonymized and presented in the aggregate so that it cannot be linked specifically to Customer or any Authorized User.

### **3 Use and Misuse of the DEMS 360 Service**

- 3.1 Customer is solely responsible for uploading, processing, managing, granting access to, downloading and deleting Customer Content using the DEMS 360 Service.
- 3.2 Customer may grant access to the DEMS 360 Service to only those employees (including for this purpose only, individual third-party contractors used alongside its regular workforce) of Customer that are designated and properly authorised by Customer as requiring access to the DEMS 360 Service (“Authorised Users”). Customer is responsible for granting access of Authorised Users to the

DEMS 360 Service and for revoking access from users when they cease to be Authorised Users. Customer shall at all times comply, and shall be responsible for ensuring that all Authorised Users comply, with these DEMS 360 Evaluation Terms.

- 3.3 If Customer or any of the Authorised Users fails at any time to comply with any of the Policies in any respect, including a trivial respect, in addition to any other rights afforded to Reveal under these DEMS 360 Evaluation Terms, Reveal reserves the right without prior notice to suspend Customer's access to or use of the DEMS 360 Service until Customer is able to remedy its non-compliance with the Policies and to demonstrate its future ability to comply with the Policies to Reveal's reasonable satisfaction. Reveal may at any time change the Policies or any part of them where this is desirable in Reveal's sole discretion.
- 3.4 Customer may not access the DEMS 360 Service if it is a direct competitor of Reveal's, except with Reveal's prior written consent. In addition, Customer may not access the DEMS 360 Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

#### **4 Customer Content**

- 4.1 Customer shall retain ownership of all Intellectual Property Rights (as defined below) in Customer Content. Reveal shall not acquire any rights in Customer Content under these DEMS 360 Evaluation Terms. Customer is solely responsible for any corruption of, or errors contained in, Customer Content prior to upload to the DEMS 360 Service.
- 4.2 Customer Content is Confidential Information and shall be handled by Reveal in accordance with clause 8.
- 4.3 Customer may download Customer Content at any time during the Term.

#### **5 Access to the DEMS 360 Service**

- 5.1 Customer is solely responsible for providing and maintaining the computers systems and network connectivity, as well as security codes necessary to access and use the DEMS 360 Service.
- 5.2 Customer acknowledges that the DEMS 360 Service is subject to the limitations, delays and other technical issues which are inherent in the use of third-party networks or communications facilities including the internet.
- 5.3 Reveal may, at any time and without notice, suspend, temporarily discontinue or modify the DEMS 360 Service. In connection with any such period of suspension or temporary discontinuance or modification of Reveal's provision of the DEMS 360 Service, Reveal shall not be liable for any resulting loss or damage to Customer, including, without limitation, any liability it may incur to third parties, or for delays, failures or loss of or damage to data arising from the transfer of data over the internet or other communications networks or facilities.

#### **6 Data Protection**

- 6.1 Each party agrees that, in the performance of its respective obligations under these DEMS 360 Evaluation Terms, it shall comply with the provisions of the Data Protection Act 1998 and, with effect from the date on which it enters into force, the General Data Protection Regulation, together with any other replacement law applicable to the protection of personal data in effect from time to time (together, Data Protection Laws), in each case to the extent it applies to each of them. Where used in this clause 6, the expressions process, personal data, data processor and data subject shall bear their respective meanings given in Data Protection Laws.
- 6.2 For the purposes of Data Protection Laws, where Reveal processes any personal data for Customer pursuant to these DEMS 360 Evaluation Terms (Personal Data) Customer shall be the data controller and Reveal shall be the data processor.
- 6.3 Reveal shall process the Personal Data only in accordance with these DEMS 360 Evaluation Terms and Customer's instructions (provided that such instructions are within the scope of Reveal's obligations under these DEMS 360 Evaluation Terms) unless otherwise required by law or any other regulatory requirements. Where any such instructions given by Customer result or might result in any increase in costs for Reveal in providing the DEMS 360 Service, Reveal is entitled to charge reasonable fees for those affected services by such amount as will compensate it for the increase in costs. Reveal shall give reasonable prior notice in writing to Customer regarding such fees. Customer may change its instructions immediately on receiving such written notice provided that Reveal has not yet incurred any additional costs in seeking to comply with Customer's instructions.
- 6.4 Customer warrants that:
- 6.4.1 all Personal Data provided by or on behalf of Customer shall have been lawfully obtained and retained by Customer (or its nominated third party);
- 6.4.2 all necessary consents and data processing notices have been provided in relation to the processing of the Personal Data;
- 6.4.3 Customer will not do or omit to do anything which will place Reveal in breach of any Data Protection Laws;
- 6.4.4 Customer only processes personal data in accordance with the relevant principles under the Data Protection Laws;
- 6.4.5 Customer is lawfully entitled to provide, procure the provision of or authorise Reveal to obtain (as the case may be) the Personal Data for the purposes envisaged by these DEMS 360 Evaluation Terms; and
- 6.4.6 any processing of the Personal Data by Reveal in accordance with clause 6.3 shall not contravene any Data Protection Laws or infringe the rights of the data subject or any third party;
- 6.5 Without prejudice to any other right or remedy Reveal may have, Customer shall indemnify, keep indemnified and hold Reveal harmless against all claims, demands, penalties, fines, actions, costs, expenses, losses and damages suffered or incurred by or awarded against Reveal arising from or in connection any breach by Customer of this clause 6, as a result of Reveal processing the Personal Data in accordance with clause 6.3 and/or any breach of Data Protection Laws by Customer whether or not such matters were foreseeable or foreseen at the date of these DEMS 360 Evaluation Terms.
- 6.6 Reveal warrants that it shall:
- 6.6.1 not under any circumstances transfer or allow the transfer of the Personal Data outside the European Economic Area other than as permitted by Data Protection Laws (or as otherwise authorised in writing by Customer);

- 6.6.2 implement such security measures as required to enable Personal Data to be processed in compliance with obligations equivalent to those imposed on Customer by the Data Protection Laws;
  - 6.6.3 notify Customer without undue delay on becoming aware of a personal data breach and cooperate with Customer to resolve such issue; and
  - 6.6.4 at Customer's expense, provide such assistance as Customer may reasonably require to assist it to comply with its obligations to keep the Personal Data secure, allow it to inform a regulatory authority or data subject of a personal data breach, conduct a data protection impact assessment, consult with a regulatory authority regarding the processing of Customer Personal Data and/or respond to requests made by data subjects pursuant to Data Protection Laws.
- 6.7 Customer authorises Reveal to appoint sub-processors from time to time provided that Reveal shall notify Customer of any intended changes concerning the addition or replacement of other sub-processors and shall impose upon any sub-processor (and procure any sub-processor's compliance with) the terms of this clause 6 as if the processing being carried out by the sub-processor was being carried out by Reveal (and Reveal shall be liable for the acts and omissions of such sub-processors as if they were Reveal's own acts and omissions under these DEMS 360 Evaluation Terms).
- 6.8 From time to time during the term of these DEMS 360 Evaluation Terms Reveal shall (upon written request from Customer):
- 6.8.1 provide details in writing of its data processing activities in respect of Personal Data; and
  - 6.8.2 on reasonable notice allow Customer to audit its compliance with these terms (subject to any reasonable requirements or restrictions that Reveal may impose to safeguard the personal data it holds on behalf of other customers and/or avoid unreasonable disruption to Reveal's business).
- 6.9 Each party shall:
- 6.9.1 comply with all Data Protection Laws;
  - 6.9.2 co-operate with any regulatory authority for data processing; and
  - 6.9.3 keep such records of processing of Personal Data as required under Data Protection Laws.
- 6.10 At the end of the Term or on expiry or termination of these DEMS 360 Evaluation Terms Reveal shall, at its sole discretion, return or permanently delete all Personal Data (and delete any copies, save to the extent retention is permitted by law or any regulatory requirements or to safeguard the interests of Reveal).

## **7 Disclaimer of Warranties**

- 7.1 THE DEMS 360 SERVICE IS PROVIDED "AS-IS". REVEAL AND OUR AFFILIATES AND LICENSORS MAKE NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE DEMS 360 SERVICE AND, TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO CLAUSE 9.1, DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 7.2 Reveal does not warrant that Customer's use of the DEMS 360 Service will be uninterrupted, error-free, free from harmful components or that it will meet Customer's specific requirements. Reveal does not warrant that Customer Content will be secure or not otherwise lost or damaged. Reveal does not warrant that the DEMS 360 Service are or will be interoperable with or capable of working in conjunction with any other software or hardware, for which Customer take full responsibility. The DEMS 360 Service is for evaluation purposes only and is not supported, and may be subject to additional terms as communicated to Customer.

## **8 Intellectual Property Rights**

- 8.1 "Intellectual Property Rights" means copyrights, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (a) whether registered or not, (b) including any applications to protect or register such rights, (c) including all renewals and extensions of such rights or applications, (d) whether vested, contingent or future and (e) wherever existing.
- 8.2 Reveal or its licensors shall retain ownership of all Intellectual Property Rights in the DEMS 360 Service and in any software or materials created by Reveal in the course of providing the DEMS 360 Service, whether those materials are provided to Customer or not. Except to the extent expressly set forth herein, Customer obtains no rights or licenses, express or implied, under any copyright, trade secret, patent or other proprietary right of Reveal.
- 8.3 Customer acknowledges that Reveal has no delivery obligation and will not ship copies of the software created or used by Reveal to provide the DEMS 360 Service.
- 8.4 In the event that Customer or any Authorised Users make any suggestions for enhancements or improvements to the DEMS 360 Service, all rights, title and interest in any Intellectual Property Rights in any such suggestions shall be automatically assigned to Reveal and Reveal shall have the rights to suggestions without restriction, irrespective of whether the suggestions have been identified as confidential. Customer irrevocably assigns to Reveal all rights, title and interest in any Intellectual Property Rights in any such suggestions and agrees to provide Reveal with any assistance required by Reveal to document, perfect or maintain our rights in the suggestions.
- 8.5 During and after the Term, Customer agrees not to make, nor assist any third party to make, any claim of infringement of Intellectual Property Rights against Reveal or any of its affiliates, customers, vendors or licensors regarding the DEMS 360 Service that it has used. Customer also agrees to use Reveal's trademarks only as permitted pursuant to these DEMS 360 Evaluation Terms.

## **9 Confidentiality**

- 9.1 "Confidential Information" means any and all confidential information (whether in oral, written or electronic form) including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology, know-how, Intellectual Property Rights, assets, strategy, products and customers, including

without limitation information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm or organisation associated with that party.

- 9.2 Each party agrees that it may use the other party's Confidential Information only in the performance of its rights and obligations under these DEMS 360 Evaluation Terms and that it shall not disclose the other party's Confidential Information including all know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind except in accordance with clause 9.5 and this clause 9. Each party may disclose the other party's Confidential Information to those of its employees, officers, advisers, agents or representatives who need to know the other party's Confidential Information in order to perform the disclosing party's rights and obligations under these DEMS 360 Evaluation Terms provided that the disclosing party shall ensure that each of its employees, officers, advisers, agents or representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with this clause 9 as if it were a party.
- 9.3 A party's Confidential Information shall not include information provable by documentation to: (a) be, or later becomes, a part of the public domain through no act or omission of the other party; (b) have been in the other party's lawful possession prior to the disclosure and not have been obtained by the other party either directly or indirectly from the disclosing party; (c) have been lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) have been independently developed by the other party. Each party may disclose any Confidential Information required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction provided that such party gives the other party notice of any disclosure request.
- 9.4 The parties agree that a material breach of these DEMS 360 Evaluation Terms adversely affecting either party's Intellectual Property Rights may cause irreparable injury to such party for which monetary damages may be an inadequate remedy and the non-breaching party shall be entitled to seek equitable relief (without a requirement to post a bond) in addition to any remedies it may have under these DEMS 360 Evaluation Terms or at law.
- 9.5 Any sub-processor appointed by Reveal according to clause 6.7 shall be made aware of the confidential nature of Customer Content and Reveal shall bind any such sub-processor with an obligation of confidentiality equivalent to that contained in this clause 9.

## **10 Liabilities**

- 10.1 Notwithstanding any contrary provision in these DEMS 360 Evaluation Terms, neither party excludes or limits any liability for: (a) death or personal injury to the extent that results from the gross negligence or wilful intent of a party or any person for whom it is responsible at law; (b) fraud or fraudulent misrepresentation; or (c) any other liability to the extent the same cannot be excluded or limited by law. In jurisdictions that limit the scope of, or preclude limitations or exclusions of, remedies or damages or of liability or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth herein are intended to apply to the maximum extent permitted by applicable law.
- 10.2 NOTWITHSTANDING ANY OTHER CONTRARY PROVISION IN THESE DEMS 360 EVALUATION TERMS BUT SUBJECT TO CLAUSE 9.1, NEITHER REVEAL, ITS AFFILIATES OR ITS LICENSORS SHALL BE LIABLE TO CUSTOMER OR ITS AUTHORIZED USERS, AGENTS, SUCCESSORS OR PERMITTED ASSIGNS IN RESPECT OF CONSEQUENTIAL, INDIRECT OR SPECIAL LOSSES.
- 10.3 NOTWITHSTANDING ANY OTHER CONTRARY PROVISION IN THESE DEMS 360 EVALUATION TERMS BUT SUBJECT TO CLAUSE 9.1, NEITHER REVEAL, ITS AFFILIATES OR ITS LICENSORS SHALL BE LIABLE TO CUSTOMER OR ITS AUTHORIZED USERS, AGENTS, SUCCESSORS OR PERMITTED ASSIGNS FOR ANY OF THE FOLLOWING (WHETHER DIRECT OR INDIRECT):
- (a) LOSS OF PROFIT;
  - (b) LOSS OF DATA;
  - (c) LOSS OF USE;
  - (d) LOSS OF PRODUCTION;
  - (e) LOSS OF CONTRACT;
  - (f) LOSS OF OPPORTUNITY;
  - (g) LOSS OF SAVINGS, DISCOUNT OR REBATE (WHETHER ACTUAL OR ANTICIPATED);
  - (h) HARM TO REPUTATION OR LOSS OF GOODWILL.
- 10.4 NOTWITHSTANDING ANY OTHER CONTRARY PROVISION IN THESE DEMS 360 EVALUATION TERMS BUT SUBJECT TO CLAUSE 10.1, REVEAL'S TOTAL LIABILITY SHALL NOT EXCEED THE SUM OF ONE HUNDRED POUNDS (£100).
- 10.5 THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN CLAUSE 6 ARE AN ALLOCATION OF THE RISK BETWEEN THE PARTIES AND ARE ACCEPTED BY CUSTOMER AS REASONABLE HAVING REGARD TO THE NATURE OF THESE DEMS 360 EVALUATION TERMS WHICH CONFERS EVALUATION-ONLY ACCESS TO THE DEMS 360 SERVICE WITHOUT CHARGE. SUCH LIMITATIONS EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.
- 10.6 Customer takes full responsibility and shall accept all liability in respect of the use it makes of the DEMS 360 Service and the results it achieves from them.

## **11 Termination**

- 11.1 These DEMS 360 Evaluation Terms apply commencing on the earlier of: (i) Your signature on the Evaluation Form and (ii) Your first installation, use or downloading of the DEMS 360 Service, and shall continue throughout and until the expiration of the Term, unless before the end of the Term it is terminated in accordance with the provisions herein or extended in writing by Reveal.

- 11.2 Either party may terminate these DEMS 360 Evaluation Terms at any time prior to the end of the Term by notifying the other party in writing.
- 11.3 Termination will not affect those provisions which by necessary implication are intended to survive termination of these DEMS 360 Evaluation Terms including, without limitation, those provisions relating to confidentiality, intellectual property and limitation of liabilities.
- 11.4 Upon termination or expiration, all rights granted to Customer under these DEMS 360 Evaluation Terms shall cease and Customer must immediately cease all activities authorized by the DEMS 360 Evaluation Terms, including the use of the DEMS 360 Service and of its Documentation. At Customer's request, Reveal will continue to store Customer Content for a period of up to 14 days following the termination or expiration of the DEMS 360 Evaluation Terms. During such 14-day period, Customer will be provided limited access to and use of the DEMS 360 Service as necessary to download or otherwise extract Customer Content (and if Customer cannot so extract, then Reveal shall extract the Customer Content on Customer's behalf and Reveal shall be entitled to charge Customer for the reasonable costs of doing so). Following such period, Reveal will have no obligation to store Customer Content and will promptly delete Customer Content. Reveal reserves the right to charge Customer reasonable fees for (a) storing Customer Content after the period requested by Customer under this clause 10.4; and (b) for any assistance provided by Reveal in the downloading or exporting of Customer Content under this clause 10.4.
- 12 **Force Majeure.** Neither party shall have any liability under or be deemed to be in breach of these DEMS 360 Evaluation Terms for any delays or failures in performance of the DEMS 360 Evaluation Terms which result from any event beyond the reasonable control of that party (which could not reasonably have been anticipated and avoided by a party), including without limitation war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes, lock-outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions. The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so.
- 13 **Regulatory Compliance.**
- 13.1 Export laws and regulations may apply to the DEMS 360 Service. Without prejudice to the other terms of this Agreement Customer agrees: (a) to comply with all such export laws and regulations and to obtain all required local and extraterritorial authorizations, permits or licenses; and (b) that no data, information, software programs and/or materials resulting from the DEMS 360 Service will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.. The export obligations under this clause shall survive the expiration or termination of these DEMS 360 Evaluation Terms. Customer is solely responsible for such compliance as it relates to its use of the DEMS 360 Service and access to Customer Content.
- 13.2 In the event that any government regulator or other government body with equivalent supervisory authority over Customer ("Regulator") formally requests to access the DEMS 360 Service operations and controls, Customer will diligently attempt to resolve that request directly with the Regulator through use of information and resources Reveal makes generally available to customers. Customer shall be entitled to delegate access to the standard features of the DEMS 360 Service to representatives of the Regulator. In the event the Regulator determines that information available through these mechanisms is insufficient to address the Regulator's stated objectives, and provided that Customer and Reveal have not otherwise agreed upon an inspection or audit process, upon Customer's written confirmation that the Regulator has supervisory authority over Customer to make such a request, Reveal will provide the Regulator with the opportunity to communicate with Reveal's auditor at Customer's expense and, if required by the Regulator, a direct right to examine the DEMS 360 Service, including examination on premises. Regulator only will be allowed to access information about Customer. Customer will be liable for Reveal's reasonable additional costs associated with such examination. For clarity, Reveal and Customer are committed to working together in good faith to resolve a Regulator request through discussion and interaction between Customer, Reveal, and the Regulator. In the event that Customer and Reveal have agreed upon a separate inspection or audit process, such process shall apply in lieu of this right. The provisions of this clause 12.3 shall also govern the parties' obligations in response to a legislative or regulatory obligation (without a prior Regulator's request) to disclose or provide access to Confidential Information stored on the DEMS 360 Service; provided that Customer shall provide Reveal with prior written evidence of such legal requirement.
- 14 **Amendments.** Having regard to the evaluation nature of these DEMS 360 Evaluation Terms and the requirement to give feedback to Reveal, in order to enable Reveal to make changes to the DEMS 360 Service, Reveal may also, upon reasonable notice to Customer, amend these DEMS 360 Evaluation Terms; provided that no price or charge to Customer for the use of the DEMS 360 Service shall be required except by separate written agreement of both parties. Reveal shall post any such amendments by inclusion in the content of the DEMS 360 Service, by content on Reveal's website, by direct written notification to Customer, or any combination of these. Customer's continued use of the DEMS 360 Service shall constitute acceptance of any such amendments. Customer may not change or modify the terms of these DEMS 360 Evaluation Terms without Reveal's prior written consent.
- 15 **Miscellaneous:** The parties are independent contractors, and nothing in these DEMS 360 Evaluation Terms is intended to or shall create any agency, employment, fiduciary, partnership or joint venture relationship between them. These DEMS 360 Evaluation Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each of the parties hereby irrevocably and unconditionally agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual claims and disputes) arising out of or relating to these DEMS 360 Evaluation Terms or the transactions contemplated hereby. Neither the United Nations Convention on the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA) apply to the DEMS 360 Evaluation Terms. Notices under these DEMS 360 Evaluation Terms shall be in writing or by e-mail and sent to a party's address as set out on that party's website or as otherwise provided in writing to the other party. Notices to Reveal by e-mail shall be sent to [legal@revealmmedia.com](mailto:legal@revealmmedia.com) and/or any other e-mail address provided by Reveal. A notice delivered by hand is served when delivered, a notice sent by mail is served 72 hours after mailing (as evidenced by a proof of mailing) and a notice sent by email is served when the email is delivered (as evidenced by electronic proof of delivery). Notice by email will be effective only if proof of delivery can be provided. This clause does not apply to

notices given in legal proceedings or arbitration. Customer may not sub-contract, delegate, transfer or assign these DEMS 360 Evaluation Terms, or any of its rights or obligations hereunder, by operation of law or otherwise, without Reveal's prior written consent. Reveal may assign these DEMS 360 Evaluation Terms in whole or in part. Except as expressly provided for herein, these DEMS 360 Evaluation Terms do not create any third-party beneficiary rights in a person who is not a party to these DEMS 360 Evaluation Terms. Except as expressly provided for in these DEMS 360 Evaluation Terms a person who is not a party to these DEMS 360 Evaluation Terms shall not have any rights to enforce any of the provisions of these DEMS 360 Evaluation Terms. The failure of either party to exercise any right granted herein or to require any performance of any the DEMS 360 Evaluation Terms or the waiver by either party of any breach of the DEMS 360 Evaluation Terms shall not be deemed a waiver of any subsequent breach of the same or any other term hereof. These DEMS 360 Evaluation Terms (together with the Evaluation Form Terms) constitute the entire agreement between Reveal and Customer with respect to the subject matter hereof and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these DEMS 360 Evaluation Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these DEMS 360 Evaluation Terms. If any term or provision herein shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, such term or provision or part shall to that extent be deemed not to form part of these DEMS 360 Evaluation Terms but the validity and enforceability of the remainder of these DEMS 360 Evaluation Terms shall not be affected.