

## GENERAL TERMS AND CONDITIONS

The Master Service Agreement (the “Agreement”) by and between the entity or person named as the “Customer” in the Agreement and Harper, together with its affiliated entities (collectively, “Harper” or “Company”), is subject to the following general terms and conditions (“Terms and Conditions”).

**1.0 DEFINITIONS.** Capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings ascribed to them in the Agreement.

1.1. Affiliate: Affiliate means, with respect to either Harper or Customer, any other entity which controls, is controlled by, or is under common control with Harper or Customer.

1.2. Customer: The person, firm, corporation or other entity named as Customer in the Agreement, together, jointly and severally, with its Affiliates.

1.3. Harper: Harper, trading as Harper, together with its Affiliates.

1.4. Service or Services: Services, as set forth in the Agreement, offered and provided to Customer by Harper.

**2.0 LIMITATIONS ON SERVICE**

2.1. Provision and Availability of Services: Harper shall provide Customer with the Services for the prices or fees set forth in the Agreement. Delivery dates are approximate. Delay in delivery shall not constitute nor justify Customer’s cancellation of the Agreement nor shall it affect or alter any other portion or section of these Terms and Conditions. In the event a delay is caused by Customer’s failure to furnish necessary information to Harper, Harper may extend the date of delivery of Services for a reasonable time in proportion to the period of Customer’s delay.

**3.0 WARRANTIES AND STANDARDS FOR SERVICES**

3.1. Customer Acknowledgements, Representations, and Warranties: Customer acknowledges, understands and agrees that Harper will provide the Services “AS IS” without any warranty or guaranty, express or implied. Customer represents and warrants, by entering into the Agreement and accepting the Services from Harper, that: (i) If Customer is an entity, Customer is a legal entity duly organized and existing, and is in good standing, under the laws of jurisdiction of its organization; (ii) Customer’s execution, delivery, and performance of the Agreement has been duly authorized by all appropriate corporate action on the part of Customer, and the Agreement, together with these Terms and Conditions, constitutes a valid and binding obligation of Customer enforceable against it in accordance with its terms and these Terms and Conditions; (iii) there is no outstanding or threatened order, writ, injunction, or decree of any court, governmental agency, or arbitration tribunal against Customer that affects, involves, or relates to its performance under the Agreement and these Terms and Conditions; (iv) Customer is not insolvent and, in the event that Customer becomes insolvent at any time during the Term, it will promptly notify Harper in writing; (v) Customer will use the Services solely as authorized in the Agreement or these Terms and Conditions and in accordance with all applicable laws, including, without limitation, all laws relating to communications, intellectual property, and data privacy; and (vi) Customer remains solely responsible for all information, content, and materials provided to Harper and/or created by Customer and any acts or omissions by Customer. Customer understands that, to the extent applicable, all or a portion of any third-party content aggregated by the Services may be copyrighted or subject to other intellectual property protections.

**4.0 MUTUAL LIMITATION OF LIABILITY**

4.1. In no event shall this agreement cause either Party to become liable to the other Party for any claim or cause of action requesting or claiming any incidental, consequential, special, indirect, statutory, punitive or reliance damages. Any claim or cause of action requesting or claiming such damages is specifically waived and barred, whether such damages were foreseeable or not or a Party was notified in advance of the possibility of such damages.

4.2. Force Majeure Events: In no event shall Customer have any claim or right against Harper for any failure of performance due to causes beyond Harper's control, including, but not limited to: acts of God, epidemics, pandemics,

fire, explosion, vandalism, cable cut, storm, flood or other similar occurrences; any law, order, regulation, direction, action or request of any applicable government.

## 5.0 INDEMNITY

5.1. Nothing within this contract supersedes or relieves either party of their own direct responsibilities and liabilities under any applicable laws. Both Customer and Harper warrant to adhere to all territory-applicable regulatory frameworks governing the Services (including for example, the GDPR (Europe), PECR (UK) and CANSPAM (US)).

5.2. Except where either party: (i) infringes an intellectual property right; (ii) breaches a confidentiality obligation; (iii) does not comply with its information security obligations, if applicable; (iv) does not comply with its data privacy obligations as described in this agreement or; (v) causes damage to property or bodily harm; each party's aggregate liability arising from, or in connection with, the services or otherwise under this agreement, will not exceed the amount of fees paid by the Customer to Supplier under this Agreement in the twelve (12) month period immediately preceding the event giving rise to the liability.

## 6.0 OBLIGATIONS

6.1. Notice of Claims and Problems: Customer shall immediately notify Harper in writing upon its receipt of any information that might adversely affect Harper, including, but not limited to, notices of any claims or proceedings that involve Service, and Customer promptly shall notify Harper of any problem relating to Services or Service performance and reasonably cooperate with Harper in repairing the problem with the Services.

6.2. Access: The Customer shall furnish Harper with such information and documents as required for the proper performance of its obligations under the Agreement. The Customer shall provide Harper with access to any and all usernames, passwords, and other pertinent security credentials where applicable.

6.3. Confidentiality: A party (the "Disclosing Party") may provide to the other party (the "Recipient") from time to time or the Recipient may have access to the Disclosing Party's Confidential Information. "Confidential Information" shall mean (i) trade secrets, knowhow, inventions, ideas, discoveries, developments, processes, formulas, diagrams, drawings, designs, software, applications, source and object codes, data, programs, improvements, techniques, product data and specifications, test results, and other technical information, the Disclosing Party's products and services and the products and services of its customers and prospective customers;

(ii) information concerning the Disclosing Party's business and/or the business of its customers (iii) information concerning the Disclosing Party's employees.. Except as expressly permitted herein, the Recipient shall not disclose any Confidential Information to any third party or use any of the Confidential Information for any purpose, except as is necessary to perform its obligations or exercise its rights as set forth herein or in the Agreement. Confidential Information shall not include any information that: (i) corresponds in substance to information developed by the Recipient without reference to the Confidential Information or can be demonstrated by the Recipient to be in the Recipient's possession prior to receipt of the same from the Disclosing Party; (ii) now is or hereafter becomes publicly known through no fault of the Recipient; or (iii) otherwise lawfully becomes available to the Recipient from a third party not known by the Recipient to be under an obligation of confidentiality to the Disclosing Party. Upon termination of the Agreement, all Confidential Information and other information shall be returned or destroyed promptly upon request, no copies thereof shall be retained by the Recipient, and the Recipient shall not thereafter utilize such information in any respect or for any purpose whatsoever.

6.4. Non-Solicitation. Neither party shall, during the term of the Agreement and for a period of twelve (12) months following the termination of the Agreement, without the prior written consent of the other party, solicit, hire, or enter into a contract with any employee, consultant, agent, or representative of such other party, or, directly or indirectly, induce, or attempt to induce, or otherwise counsel, discuss, advise, or encourage any such employee, consultant, agent or representative of the other party to leave the employ or engagement of such other party or otherwise terminate such person's relationship with the other party, or recommend to others the

employment or retention of such person.

6.5. Data Privacy: In addition to and not in limitation of any obligations set forth in these Terms and Conditions or the Agreement, Customer will comply with, and as applicable, will cause its employees and, to the extent within its control, all Affiliates of Customer and their personnel to comply with: (i) all applicable international, and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Personal Information; (ii) all formal guidance and codes issued by any data protection authority, or equivalent regulator, applicable in any part of the world, each as amended or replaced from time to time and (iii) all applicable industry standards concerning privacy, data protection, confidentiality or information security (collectively, "Privacy Laws").

6.6. **Data Processing Addendum**: Solely to the extent required by applicable law, the Vendor Data Processing Addendum ("DPA") located at <https://contracts.Harper.io/dpa> shall apply and shall be incorporated into the Agreement. To the extent the terms and conditions of the Agreement and/or these Terms and Conditions conflict with the DPA, the terms and conditions of the DPA shall control.

## 7.0 BILLING AND PAYMENT ARRANGEMENTS

7.1. Customer Responsibility for Payment: Customer shall pay Harper for Services at the rates and frequencies set forth in the Agreement.

7.2. Recovery of Collection Costs: Unless otherwise prohibited by law, Customer shall reimburse Harper for any costs incurred by Harper in undertaking any collection activity, including, but not limited to, the reimbursement of reasonable legal expenses.

## 8.0 TERMINATION

8.1. Termination. This Agreement shall not be terminated except (i) by either party providing written notice in accordance with section 3 of the Service Agreement, (ii) by either party providing seven (7) days written notice in the event of a material breach by the other party, including failure to adhere to payment terms, or (iii) by written consent of both parties for any reason.

## 9.0 MISCELLANEOUS PROVISIONS

9.1. Relationship among Harper, Customer and Third Parties: Neither party nor any other agents or employees, officers, directors, managers, shareholders or members of such party shall be deemed a representative or agent of the other, nor shall either party hold itself out as a representative or agent of the other beyond the scope of the Agreement and/or these Terms and Conditions, and, neither party shall have any right or authority to conduct any business in the name of, or for the account of or on behalf of the other party. The parties hereto agree and understand that, solely with respect to the Agreement and/or these Terms and Conditions, Harper will be and act as an independent contractor of Customer, Customer and Harper are separate entities and that there is no master/servant, partnership, joint venture, principal/agent, or employer/employee relationship between the parties.

9.2. Severability: Should any part, portion, or provision of these Terms and Conditions and/or the Agreement be held invalid, illegal, void or unenforceable, the remainder of these Terms and Conditions and/or the Agreement or the application of such provision shall not be affected.

9.3. Choice of Law and Venue: The Agreement and these Terms and Conditions shall be governed by and construed in accordance with the laws of the England and Wales, without regard to choice or conflicts of law principles. The Agreement and these Terms and Conditions shall be deemed to have been entered into in the United Kingdom, regardless of the place or places of signing by the parties. Customer hereby submits, for itself and its property, to the exclusive jurisdiction of any English or Welsh court, in any action or proceeding arising out of or relating to the Agreement and/or these Terms and Conditions.

9.4. No Waiver. No waiver of any of the provisions of these Terms and Conditions and/or the Agreement shall be binding unless agreed in writing between the parties.

9.5. Assignment. Customer shall not assign or transfer the Agreement, in whole or in part, whether by means of merger, reorganization, combination, sale of assets, change of control, operation of law or otherwise, without Harper's prior written consent (which may be withheld in Harper's sole and absolute discretion), and any assignment or attempt to do so without such consent will be void and of no effect. The Agreement, together with these Terms and Conditions will only inure to the benefit of the parties to the Agreement and their respective permitted successors and assigns, and, except as expressly set forth in the Agreement and/or these Terms and Conditions, there are no third-party beneficiaries to the Agreement or these Terms and Conditions.

9.6. Notices. All notices, requests, directions, approvals or other communications to be provided in the Agreement or these Terms and Conditions will be in writing. All notices will be sent to the applicable party at the address(es) on the signature page of the Agreement (or as otherwise instructed in writing by such party).