



SOFTWARE AS A SERVICE CLIENT AGREEMENT

This Software as a Service Client Agreement (“SaaS Agreement”) is entered into by Stylescape Limited t/a EDITED (“EDITED”) with offices at 26 Hatton Garden, London EC1N 8BR, United Kingdom and (“Client”). The SaaS Agreement along with the applicable Service Description (“SD”) and Order Form are the complete agreement regarding transactions under this SaaS Agreement (together, the “Agreement”) under which Client may order EDITED Service Offerings (“Service Offering”). Subject to the terms of this Agreement, EDITED will use commercially reasonable efforts to provide Client the Services Offerings identified on the Order Form. Any conflicting terms in an SD or Order Form that override parts of this SaaS Agreement will be identified in the SD or Order Form accepted by the Client and only apply to that specific transaction.

I. Service Offerings

- a. A Service Offering is an EDITED offering provided by EDITED and made available via a network, designed to be available 24/7 subject to maintenance. EDITED will provide prior notification of scheduled maintenance.
- b. Client accepts an Order Form by accepting, using, or making a payment for the Service Offering. When EDITED accepts Client’s Order Form, EDITED provides Client the items specified in the Order Form.
- c. EDITED grants to Client a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable license to use the Service Offerings in accordance with this Agreement. EDITED grants to Client a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable license to use any materials or insights which are proprietary to EDITED and derived from the data provided by, or obtained from, the Service Offering (“Service Data”) solely for Client’s internal business purposes. Each Service Offering is described in a SD.
- d. EDITED, in its sole discretion, may from time to time make modification to the Service Offerings. Such modification will replace prior versions of the Service Offering. The intent of any modification will be to (i) upgrade or enhance the Service Offering; or (ii) maintain alignment with current adopted standards or applicable law. Modifications will not degrade data protection features of the Service Offering.
- e. Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Service Offering, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Client shall also be responsible for maintaining the security of the Equipment, Client account credentials, passwords (including but not limited to administrative and Permitted User passwords) and files, and for all uses of Client’s account credentials to access the Service Offering or the Equipment with or without Client’s knowledge or consent.
- f. Client may access the Service Offering only to the extent of registered users acquired by Client (“Permitted Users”). Client is responsible for use of the Service Offering by any user who accesses the Service Offering using Client login credentials. Client may change Permitted Users during the Term, from time to time. Login sharing is strictly prohibited and shall constitute a material breach of this Agreement.
- g. Although EDITED has no obligation to monitor Permitted Users use of the Service Offering, EDITED may do so and may prohibit any use of the Service Offering or any of the additional services it believes may be (or alleged to be) in violation of the terms and conditions of this Agreement.
- h. Client agrees to use the Service Offerings and any materials or insights derived from the data provided by, or obtained from, the Service Offering, solely for its own internal business purposes, and that it shall not license, sublicense, sell, assign, resell, rent, lease, transfer, distribute, time share or otherwise commercially export or make the Service Offering or data available to any third party as part of a service bureau arrangement or otherwise (“Internal Business”); to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service Offering and data, and to notify EDITED promptly of any such unauthorized use and Client will follow all commercially reasonable instructions from EDITED to prevent such unauthorized use from reoccurring.

- i. Client will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services Offering or any software, documentation or data related to the Service Offerings; modify, translate, or create derivative works based on the Service Offerings (except to the extent expressly permitted by EDITED or authorized within the Service Offering); or remove any proprietary notices or labels.
- j. Client may not (i) resell direct access to the Service Offerings to a third party outside of Client's enterprise; or (ii) combine the Service Offering with Client's value add to create a commercially available Client branded solution for which Client charges a fee.

II. Client Content and Data Protection

- a. Content consists of all non-public data, software, materials and information that Client or its Permitted Users transmits to and from each website, device, or application and inputs into the Service Offering to enable the provision of the Service Offering ("Content"). EDITED will treat Content confidential by not divulging to any third party except to those EDITED employees or contractors who need access to the Content for purposes of providing the Service Offering to Client.
- b. Client shall obtain all necessary permissions and grant such permissions to EDITED, its affiliates and contractors of either, to use, provide, store or otherwise process Content in the Service Offering.
- c. Client hereby agrees that EDITED may: (a) collect, use, and store the Content solely in connection with its provision of a Service Offering and enforcement of its rights as described in the applicable Order Form; (b) compile aggregated statistics including the Content along with data of other EDITED Clients for internal or marketing or other use (provided that no such use will include any information that can identify Client or its customers/clients); and (c) Client reserves all rights in and to the Content that are not granted to EDITED pursuant to the applicable Order Form.
- d. EDITED shall implement, maintain, monitor and, where necessary, update a comprehensive written information security program that contains appropriate administrative, technical, and physical safeguards to protect the Content against anticipated threats or hazards to its security, confidentiality or integrity (such as unauthorized access, collection, use, copying, modification, disposal or disclosure, unauthorized, unlawful, or accidental loss, destruction, acquisition, or damage or any other unauthorized form of processing) ("Information Security Program").
- e. To the extent that any personal data is included in the Content, it shall be processed in accordance with EDITED's Data Processing Addendum ("DPA") that can be found [here](#).
- f. Upon expiration or termination of a Service Offering, EDITED will cease handling Content and will destroy within a reasonable timeframe any and all Content in EDITED possession or control, except as otherwise required by law applicable to EDITED.

III. Warranties

- a. EDITED shall use reasonable efforts consistent with prevailing industry standards to maintain the Service Offerings in a manner which minimizes errors and interruptions in the Service Offerings and shall perform the onboarding and any additional services in a professional and workmanlike manner.
- b. EDITED does not warrant that the Service Offerings will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Service Offerings and Service Data. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICE OFFERINGS, ONBOARDING, SERVICE DATA, API, AND ANY ADDITIONAL SERVICES ARE PROVIDED "AS IS" AND EDITED DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- c. Client acknowledges that EDITED does not warrant that the Service Offerings will be uninterrupted, timely, secure, error-free, or free from viruses or other malicious software, and no information or advice obtained from EDITED or through the Service Offering shall create any warranty not expressly stated in this Agreement.
- d. Client represents, covenants, and warrants that Client shall not use the Offering Services or Service Data in any jurisdiction for unlawful, obscene, offensive, or fraudulent activity such as promoting or causing harm

sending unsolicited, abusive, or deceptive messages, viruses, or harmful code, or violation a third parties rights. Client shall comply with all applicable laws and regulations.

IV. Professional Services

- a. To the extent that Client has purchased any implementation, launch, expert or consulting services. Said professional services descriptions, pricing, terms and conditions will be outlined in the Order Form.

V. Proprietary Rights

- a. Client shall own and retain all right, title and interest in and to its Content.
- b. EDITED shall own and retain all right, title and interest including all intellectual property rights in and to (i) the Service Offerings (ii) all improvements, enhancements or modifications to the Service Offering ("New IP"), (iii) any software, applications, inventions or other technology developed in connection with Service Offering or other onboarding services or support, (iv) Service Data, and (v) all Intellectual Property rights related to any of the foregoing.
- c. Client hereby assigns and will assign to EDITED any and all right, title, and interest in and to EDITED's New IP, including without limitation all applicable intellectual property rights and agrees to provide EDITED any assistance it may reasonably require to document, perfect, and maintain its rights in and to such New IP.
- d. The EDITED dataset is augmented with machine learning, artificial intelligence and statistical models that use EDITED intellectual property and proprietary information in order to create new derived information based upon a set of trade-secret processes. These models, and samples of their data (the "Augmented Data") is commercially sensitive and represents EDITED's intellectual property.
- e. Except as expressly set forth in this Agreement, neither party grants any rights or license under its intellectual property rights pursuant to this Agreement.

VI. Payment of Fees

- a. Client will pay EDITED the then applicable fees described in the Order Form for the Service Offering including, subscription, onboarding services, and any additional add-on services or otherwise the Client has selected and in accordance with the terms therein (the "Fees"). All fees will be denominated and paid in U.S. dollars unless otherwise stated in the Order Form. Client is responsible for and agrees to pay any taxes that apply to the provision and/or use of the Services and Software (except for EDITED's employment taxes and taxes based on EDITED's net income, which EDITED will pay).
- b. If Client's actual usage of the Service Offering exceeds the service capacity set forth in the Order Form during the applicable subscription term or otherwise requires the payment of additional fees (per the terms of this Agreement), Client shall be billed for such additional usage and Client agrees to pay the additional fees in the manner provided herein. EDITED reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon forty-five (45) days prior notice to Client (which may be sent by email).
- c. Full payment for undisputed Fees must be received by EDITED thirty (30) days after the execution of an Order Form or the subscription start date, whichever is earlier. EDITED does not accept payments by check, unless required by law. Bank details for wire transfers are included on the invoice. The bank charges on such payments are the responsibility of the Client. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate suspension or termination of Offering Services or other services.
- d. In the event that EDITED has not received payment within 30 days of the payment due date for all undisputed fees, EDITED may suspend the Offering Services until payment is made without prejudice to any other available remedies. Any suspension of Offering Services as provided by this section VI will not relieve Client from its obligation to pay all undisputed amounts due. EDITED will provide written notice of suspension at least ten (10) days prior to such suspension becoming effective.

VII. Term and Termination

- a. Subject to earlier termination as provided below, this Agreement is for the Initial Term as specified in the Order Form ("Initial Term"), and for any additional renewal periods mutually agreed upon by the parties ("Renewal Term"). If the parties agree to automatic renewal, unless the Client provides EDITED a forty-five (45) day written notice not to renew, the Order Form will automatically renew for the specified term.
- b. The Initial Term and any Renewal Terms collectively constitute the "Term" of the applicable Order Form. EDITED shall invoice upon the earlier of the subscription effective date or approved Order Form.
- c. Either party may immediately terminate this SaaS Agreement if the other party materially breaches any of the terms and conditions of the Agreement, provided the one who is in breach is given notice and reasonable time to cure. Non-payment is a material breach.
- d. EDITED may suspend or limit, to the extent necessary, Client's use of the Service Offerings where applicable, if EDITED determines there is a material breach of Client's obligations, a security breach, violation of law or breach of the terms set forth in Section I of this Agreement. If the cause of the suspension can be easily remedied, EDITED will provide notice of the actions Client must take to reinstate the Offering Service(s). If Client fails to take such actions within a reasonable time EDITED may terminate the applicable Order Form.
- e. Upon termination of an Order Form Client's license to the applicable Service Offering will terminate; (i) EDITED will cease providing the applicable Service Offering; and (ii) Client will promptly remove the applicable software from its systems.

VIII. Indemnity

- a. EDITED hereby agrees to indemnify and hold harmless Client from liability to third parties resulting from infringement by the Service Offering of any patent or any copyright or misappropriation of any trade secret, provided EDITED is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; EDITED will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service Offering (i) not supplied by EDITED, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified after delivery by EDITED, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of the Service Offering is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Service Offering are held by a court of competent jurisdiction to be or are believed by EDITED to be infringing, EDITED may, at its option and expense (a) replace or modify the Service Offering to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Client a license to continue using the Service Offering, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Client's rights hereunder and provide Client a refund of any prepaid, unused fees for the Service Offering.
- b. Client hereby agrees to indemnify and hold harmless EDITED against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Client's responsibilities outlined above or otherwise from Client's use of Service Offering or additional services provided herein.

IX. Limitation of Liability

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, EDITED AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND EDITED'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS

ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CLIENT TO EDITED FOR THE SERVICE OFFERINGS AND OTHER SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT EDITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

X. Trials and Evaluations

- a. A Client may be authorized to use the Service Offerings that is generally available or is in Beta during a trial period for the purpose to evaluate its functionality and technology ("Trial"). Any such use is solely at Client's own risk. Client may only participate in a Trial one time and for a limited amount of time that is specified by EDITED that maybe withdrawn or terminated by EDITED at any time. Neither service levels agreements nor Technical Support are applicable to the Trial. There are no fees charged for the Trial unless specified by EDITED. Notwithstanding the Warranty and Disclaimer Section, during the Trial the Service Offerings are provided "AS-IS" with no warranty whatsoever.

XI. Governing Laws

- a. Each Party is responsible for complying with all applicable laws and regulation applicable to its business and all privacy laws.
- b. This Agreement 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 without regard to its conflict of laws provisions. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.

XII. Publicity

- a. Neither party shall issue publicity or general marketing communications concerning the other party without such other party's prior written approval.
- b. Subparagraph (a) of this Section notwithstanding, the parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Client otherwise agrees to reasonably cooperate with EDITED to serve as a reference account upon request. EDITED may refer to the Client as being a Client of EDITED.

XIII. General

- a. Client agrees to explicitly allow and whitelist EDITED web crawling activity on its and/or other affiliated websites.
- b. Client agrees not to use or publicize EDITED's name and/or logo in any manner or in connection to any work, recommendations or outcomes undertaken by Client through its use of EDITED without the prior written consent of EDITED.
- c. The Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent; provided, however, that either party may assign this Agreement (including all rights and obligations hereunder), without consent of the other party, to an Affiliate or to a successor in interest to all or substantially all of the business or assets of such party.
- d. This SaaS Agreement applies to EDITED and Client and their respective affiliate companies who acquire or provide the Service Offerings under this SaaS Agreement. Affiliate companies are companies that Client or EDITED control (by owning greater than 50% of the voting share).
- e. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- f. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Notice to EDITED shall be sent to either

accounts@edited.com or 26 Hatton Garden, London, EC1N 8BR, United Kingdom Attn: Accounts Receivable.

- g. The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

Agreed to:
Stylescape, Ltd. t/a EDITED

Agreed to:
Client

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Title:

Title:

Date:

Date:

EDITED address:

26 Hatton Garden
London, EC1N 8BR
United Kingdom

Client address: