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Terms and Conditions

User Acceptance Test of ISWC Services

SG24-0596

CISAC

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These User Acceptance Test (“UAT”) Terms and Conditions (“Terms”) are entered into between Confédération Internationale de Sociétés d’Auteurs et Compositeurs, a French Association governed by the French Law on Association of July 1901 whose registered office is at 20 - 26 Boulevard du Parc 92200, Neuilly-sur-Seine, France (“CISAC”) and the test user identified below (“User”) as of the last date signed below.

WHEREAS CISAC is currently developing a service (including, without limitation software and any related materials and documentation) allowing the User to allocate an ISWC with provisional status and link this ISWC to the underlying sound recording information, including the ISRC (collectively the “Beta Service”).

WHEREAS CISAC wishes to allow User to test and evaluate the Beta Service, and User wishes to test and evaluate the Beta Service in accordance with these Terms.

WHEREAS these Terms shall solely apply to the UAT phase.

THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

- 1. License Grant.** Subject to the terms and conditions hereof, CISAC grants to User, for the UAT period specified below, a limited non-exclusive, non-transferable, free of charge, revocable license to access and use the Beta Service solely for the purpose of evaluation and testing of the Beta Service and not for any other use, in particular use of the service in production. User shall not use the Beta Service for the processing of any live or production data.
- 2. Proprietary Rights, Confidentiality and Restrictions.** User will not (a) copy, distribute, sell, sublicense or otherwise transfer or make available the Beta Service or any portion thereof to any third party (b) remove from view any copyright legend, trademark or confidentiality notice appearing on the Beta Service or Beta Service output (c) modify, adapt, translate, reverse engineer, decompile or derive the source code for the Beta Service, or authorize a third party to do any of the foregoing. User will not access and use the Beta Service for any purpose other than User’s evaluation and the provision of feedback to CISAC, and not to disclose to any third party without the prior written approval of CISAC, the Beta Service, its features, feedback (as defined in Section 5), related technical information identified as confidential or the results of any performance or functional evaluation or test of the Beta Service (the “Confidential Information”). User will use no less than all reasonable efforts to protect the Confidential Information from unauthorized use or disclosure. User may disclose Confidential Information only to those of its employees who have a bona fide need to know such information for User’s evaluation and test of the Beta Service and who are bound by nondisclosure restrictions at least as protective as those set forth herein. User will immediately report any violation of this provision to CISAC and shall employ all reasonable means to mitigate any damages or losses that CISAC may incur as a result of any such violation. User’s rights in the Beta Service are limited to those expressly granted in Section 1. CISAC and its licensors reserve all rights and licenses in and to the Beta Services not expressly granted to User hereunder.
- 3. No Additional Services.** CISAC shall be under no obligation to provide User with any additional services except for those necessary for the purposes of testing the Beta Service.
- 4. Acknowledgment of Beta Service.** User acknowledges and agrees that: (a) the Beta Service is not an official product, is not in production and has not been commercially released by CISAC; (b) the Beta Service may not operate properly, be in final form or fully functional; (c) the Beta Service may contain errors, design flaws or other problems; (d) the data used to provide the Beta Service and output data are only test data, and data and information obtained using the Beta Service (altogether the “Beta Data”) may not be up-to-date or accurate; (e) use of the Beta Service may result in unexpected results, loss of data or communications or other damage or loss; (f) CISAC is under no obligation to release a commercial version of the Beta Service; and (g) CISAC has the right to abandon development of the Beta Service, at any time and without any obligation or liability to User. User acknowledges and agrees that it should not rely on the Beta Service or on the Beta Data for any reason. User is solely responsible for its use of the Beta Data, for ensuring its security, and for protecting all data and information that is retrieved, extracted, transformed, loaded, stored or otherwise processed by the Beta Service.
- 5. User Feedback.** User will provide feedback to CISAC concerning the features and functionality of the Beta Service on a confidential basis. All such feedback will be the sole and exclusive property of CISAC.
- 6. Warranty.** User understands and agrees that the Beta Service licensed hereunder may contain design errors and other defects, and that there is no guarantee that such errors and other defects will be corrected or that a commercial version of the Beta Service will be released. CISAC does not warrant the quality, accuracy, timeliness or completeness of any Beta Data. The Beta Service and Beta Data are provided on an “AS IS” and “AS AVAILABLE” basis without warranty or condition of any nature. The User accepts that CISAC makes no guarantees, warranties, or representations of any kind with respect to the completeness, quality, reliability, adequacy, security, or accuracy of the Beta Service and Beta Data and does not take over responsibility nor warranty or indemnification of the User for any damage, which may result either directly or indirectly from information, which the User retrieved from using the Beta Service and/or Beta Data.
- 7. Termination.** The license granted hereunder terminates, at the latest, on expiration of the UAT period being agreed that either party may terminate these Terms, before the expiration of the UAT period, upon written notice (email permitted) to the other

party at any time. On termination or expiration date, User will immediately (i) cease to access and use the Beta Service and (ii) destroy any Beta Data obtained through the use of the Beta Service. Any provision of these Terms which by its nature shall survive expiry or termination of these Terms shall remain in full force after such expiry or termination. In particular, all provisions relating to proprietary rights, confidentiality, restrictions, liabilities, and warranties shall survive the termination of these Terms.

- 8. **Limitation of Liability.** Except as otherwise required by law, in no event will CISAC or its licensors be liable for any direct or indirect damages, including damages for loss of profits, business, revenue, data or data use, even if advised of the possibility of such damages. The limitations of liability set forth in these Terms reflect the allocation of risk agreed to by the Parties. The Parties would not enter into these Terms without these limitations on its liability.

- 9. **General.** User may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under these Terms without CISAC’s prior written consent, and any attempted assignment without such consent will be null and of no effect. These Terms constitute the entire agreement between the parties and supersedes any and all prior agreements, communications and understandings with respect to the evaluation and testing of the Beta Service and shall be construed in accordance with the laws of France (excluding its body of law controlling conflicts of law). The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under these Terms will be brought exclusively in the courts located of Paris (France) and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of these Terms will remain in full force and effect. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default. All notices required or permitted under these Terms will be in writing and, unless otherwise specified in these Terms, sent with acknowledgment of receipt or an internationally recognized courier with a record of delivery at the addresses specified hereto (or to such other address as may be specified by either party to the other in accordance with this Section) with simultaneous copy by email.

UAT PERIOD: _____

CISAC	USER
Name:	Name:
Title:	Title:
Email:	Address:
Date:	Email:
Signature:	Date:
	Signature: