



## SUBSCRIPTION TERMS

November 2025

### 1 Background

- 1.1 These Subscription Terms and the Order Documents to which they are attached, together with any relevant Additional Terms, constitute a business-to-business subscription agreement between Provider and Customer ("**Subscription Agreement**") setting out the basis on which Provider will make certain of its proprietary WPP Open subscription services, tools and/or other offerings (including any WPP Open Workspace) as identified in an applicable Order Document (each, a "**WPP Open Product**" and collectively and individually, the "**WPP Open Products**") available to Customer. For the avoidance of doubt, WPP Open Products are not made available to any customers dealing as consumers, and so individual Authorised Users under this Subscription Agreement shall not be considered to be dealing as consumers.
- 1.2 WPP Open Products are supplied on the terms and conditions of this Subscription Agreement, to the exclusion of all other terms and conditions (including any Master Services Agreement and any terms or conditions that Customer purports to apply, whether under a confirmation of order, purchase order, applicable specification or any other document). To the extent of any inconsistency between a provision of this Subscription Agreement and a provision of the Master Services Agreement, in respect of WPP Open Product(s) (and any Value Add Services), the provisions of this Subscription Agreement shall take precedence. To the extent of any conflict between a provision of this Subscription Agreement and the provisions of an Order Document, the provisions of the Order Document shall take precedence.
- 1.3 The definitions and interpretation provisions in clause 19 (*Definitions and interpretation*) and the Appendix below shall apply in this Subscription Agreement.
- 1.4 By entering into an Order Document, or otherwise accessing and/or using a WPP Open Product, Customer agrees to this Subscription Agreement.
- 1.5 **PLEASE NOTE PROVIDER'S DISCLAIMERS AND LIMITATIONS OF LIABILITY IN CLAUSES 9 AND 11**

### BELOW.

- 2 **Provision of WPP Open Products and related Value Add Services**
  - 2.1 Access to and/or use of WPP Open Products is for Customer's internal business use only and is provided on and subject to the terms and conditions of this Subscription Agreement.
  - 2.2 To the extent agreed in an Order Document, and subject to the terms and conditions of this Subscription Agreement, Provider shall provide Customer with Value Add Services. Provider's provision of Value Add Services in the Initial Subscription Period (if applicable) shall not constitute an agreement or commitment to provide Value Add Services in respect of any subsequent Renewal Period and Customer shall have no expectation that Provider shall commit to or provide Value Add Services (or incur any Fees or Charges) unless they are agreed in an Order Document.
  - 2.3 Customer accepts that Provider's ability to perform Configuration Services, Support Services and/or Open Services successfully in a timely manner is contingent on its timely receipt from Customer of relevant information, resources and assistance. Provider has no liability under this Subscription Agreement for deficiencies or delays resulting from the acts or omissions of Customer, its employees, agents and/or Authorised Users or from provision of any Supplies in accordance with Customer's instructions.
  - 2.4 Provider may make changes, updates, amendments or improvements to the WPP Open Products, Configuration Services, Support Services and/or Open Services or any part of them (together, "**Modifications**") at anytime and in its sole discretion, provided that such Modifications will not have a material detrimental impact on the core functionality of the WPP Open Product(s) agreed in the relevant Documentation or Order Document. Customer shall be obliged to implement and use such Modifications following notice from Provider to do so.
  - 2.5 **Beta testing.** Provider may give Customer the option

to access and/or use certain Beta Products. Customer may only use the Beta Products to evaluate and test such Beta Products internally and for no other purpose at all. The Beta Products are provided by Provider on an "as is" and "as available" basis, without any conditions, warranties, representations, undertakings or other terms (express or implied, including as to non-infringement, merchantability, satisfactory quality, use of reasonable skill and care or fitness for any particular purpose). Provider does not provide any indemnities or service levels or availability commitments at all in relation to the Beta Products. Provider may at any time impose, and Customer shall comply with (and ensure compliance with), certain additional restrictions or limitations on Customer's and Authorised Users' access to and/or use of Beta Products. Provider may terminate Customer's access to and use of any Beta Product(s) at any time with or without notice, at which point Customer shall, and shall ensure that its Authorised Users shall, stop using such Beta Product(s). Customer shall not disclose to any third party or publish details of any Beta Product (including details of any evaluation or testing – including any outputs, results, screenshots, questions, or workflows – of the Beta Product) without Provider's prior written consent.

### 3 WPP Open Products

3.1 **Subscription.** Subject to the terms and conditions of this Subscription Agreement, in respect of an applicable WPP Open Product, Provider grants to Customer a non-exclusive, non-transferable, non-alienable, limited-term right, during the applicable Product Subscription Period, to permit relevant Authorised Users to access and/or use that WPP Open Product solely for Customer's internal business purposes and in accordance with the Usage Scope, the Documentation and any other limitations specified in the Order Document. Unless otherwise agreed in an Order Document, the rights granted under this Subscription Agreement are granted to Customer and in respect of its Authorised Users only and shall not be considered granted to or for the benefit of any Affiliate of Customer or any other person. If it is expressly agreed in an Order Document that rights granted under this Subscription Agreement are granted to or for the benefit of any Affiliate of Customer, such Affiliate shall be subject to the same terms and conditions as Customer (and Customer

assumes responsibility for such Affiliate's compliance with those).

3.2 **Authority.** Customer warrants and represents that any person who enters into an Order Document on its behalf is authorised and fully empowered to bind Customer to this Subscription Agreement.

3.3 **Access terms.** Not all WPP Open Products are made fully available to Customer or Authorised Users. For each WPP Open Product, the level and type of access and/or use granted, and the Authorised Users permitted to access and/or use such WPP Open Product, will be set out in the Order Document, and Customer shall (and shall procure that its Authorised Users shall) comply with such terms. Customer further agrees not to access and/or use the WPP Open Products by any means other than the means specified or provided by Provider. To the extent that Provider makes any API(s) available to Customer, or makes a WPP Open Product available to Customer via a WPP Open User Interface, Customer shall be solely responsible at its cost for procuring, maintaining and securing its connections from its systems to the relevant WPP Open Products and/or WPP Open User Interface and for all problems, conditions, delays, delivery failures and all other Losses arising from or relating to Customer's connections. Customer acknowledges that it is not (and its Authorised Users are not) granted any direct access to and/or direct use of any WPP Open Product Technology, WPP Open Data or WPP Open Models.

3.4 **Authorised Users.** Customer shall not (and shall procure that its Authorised Users shall not) permit or allow any person to access or use any WPP Open Product other than an Authorised User, authorised in respect of that WPP Open Product. In relation to the Authorised Users, Customer undertakes that: (a) it will not allow any User Account to be used by more than one individual Authorised User; (b) each Authorised User shall keep all log-in details and password for such Authorised User's User Account secure and confidential (and in the case of the password, frequently updated) and not disclose any of the foregoing to any third party; (c) it shall maintain a written, up-to-date record of the number of current Authorised Users and provide such information to Provider within five Working Days of Provider's written request, at any time; (d) it shall notify Provider in writing immediately in the event that any Authorised User leaves Customer's employment or engagement,

no longer needs access to or use of a WPP Open Product or is placed on restricted data access (e.g. because of a Customer internal disciplinary process); (e) it shall not (and shall procure that each Authorised User shall not) resell or otherwise make available a User Account to any third party; and (f) all individuals that are nominated to be Authorised Users shall be made aware of, and shall comply with, the restrictions on, and conditions of, use of the WPP Open Products contained in this Subscription Agreement. Customer shall enforce such restrictions and implement and maintain effective security policies and measures to prevent: (a) any unauthorised access to a WPP Open Product; and (b) any breach of this clause 3.4. Customer shall be liable for all acts and/or omissions of Authorised Users as if they were Customer's own acts and/or omissions.

**3.5 Customer responsibilities.** Customer shall: (a) not (and shall procure that its Authorised Users shall not) access or use any WPP Open Product to input, store, distribute, transmit or otherwise make use of any material (including Customer Input Material) that is in violation of any applicable law or of the Acceptable Use Policy; (b) have sole liability and responsibility for the accuracy, quality and legality of all Customer Input Material and the use of such Customer Input Material in connection with the WPP Open Products, and Customer warrants and represents that it has all rights, licences and permissions required for its provision of Customer Input Material (including in Third Party Apps and Connected Accounts); (c) be solely liable and responsible for the uploading of any Customer Input Material; (d) be solely liable and responsible for making and maintaining appropriate back-ups of all Customer Input Material and Outputs; (e) comply with its obligations in clause 14 (*Personal Data*); (f) be responsible for obtaining and maintaining any computer or other equipment and ancillary services needed to access and use the WPP Open Products (including hardware, servers, and operating systems); and (g) reasonably co-operate with Provider on any matters relating to access to or use of any WPP Open Product.

**3.6 Usage restrictions.** Customer shall not (and shall procure that its Authorised Users shall not):

(a) make any WPP Open Product accessible to, or use any WPP Open Product or Output for the benefit of, any person other than Customer for use by its Authorised Users (unless and except to

the extent expressly agreed otherwise by Provider in an Order Document);

- (b) except as far as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, de-compile, reverse-compile, disassemble, reverse-engineer or otherwise reduce to human-perceivable form or copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute, all or any part of any WPP Open Product (or any of the WPP Open Product Technology, WPP Open Data or WPP Open Models) in any form or media or by any means or attempt to do any of the foregoing;
- (c) access or use all or any part of a WPP Open Product to build or power a product or service that competes with a WPP Open Product (or any part of it) or use a WPP Open Product and/or Documentation to provide a similar platform or similar services to any third party;
- (d) use or enable any automated tools or techniques to access, use, interact with or generate Output through a WPP Open Product or use or enable any text or data mining, web scraping, web harvesting, or web data extraction methods in relation to any WPP Open Product or to extract Output or any other services provided via a WPP Open Product for any purpose (including to develop, train, fine-tune or validate any AI systems or models) (and this sub-clause (d) should be treated as an express reservation of Provider's rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790));
- (e) license, sell, rent, lease, transfer, assign, distribute, display, rebrand, disclose or otherwise commercially exploit a WPP Open Product and/or Documentation, or otherwise make a WPP Open Product and/or Documentation available to any third party except the Authorised Users;
- (f) introduce or permit the introduction of any Virus into a WPP Open Product or Provider's network and information systems (whether via Customer Input Material, any Connected Account or otherwise);

- (g) include any Restricted Data as part of Customer Input Material; and/or
- (h) use any WPP Open Product and/or any Output in breach of the Acceptable Use Policy.

3.7 **Breach.** Customer shall promptly notify Provider in the event of any breach of clauses 3.1 to 3.6 (inclusive) (*WPP Open Products*). Provider reserves the right, without liability or prejudice to its other rights or remedies (but shall not be obliged): (a) to monitor use by Customer and/or Authorised User(s) of any WPP Open Product(s) and/or any Open Actions; (b) to verify compliance pursuant to clause 3.8 (*Compliance verification*) below; and/or (c) to disable and suspend Customer's access to and use of any WPP Open Product(s) in the event of any breach of clauses 3.1 to 3.6 (inclusive) (*WPP Open Products*). Where reasonable to do so, Provider will use reasonable endeavours to notify Customer in advance of any such suspension and to work with Customer to remedy a relevant breach before suspension.

3.8 **Compliance verification.** The WPP Open Products may contain technical features that allow Provider to verify Customer's and Authorised Users' compliance with this Subscription Agreement. At Provider's reasonable request, Customer shall certify in writing that its and its Authorised Users' access to and/or use of the WPP Open Products is in full compliance with this Subscription Agreement. Customer shall also keep complete and accurate records relating to such access and/or use and shall make such records available to Provider (or Provider's designated third-party auditor) on request and free of charge to enable Provider to verify Customer's and Authorised Users' compliance with this Subscription Agreement. The rights and obligations in this clause 3.8 shall remain in effect during the term of this Subscription Agreement and for two years thereafter. Provider reserves the right, but has no obligation, to review any Customer Input Material or Outputs for compliance.

3.9 **Usage limits.** The availability and use of each WPP Open Product is subject to the applicable Usage Scope and any other usage limits specified in the relevant Order Document and Documentation. If Customer: (a) wishes to use a WPP Open Product in connection with additional Usage Scope (e.g. additional numbers of Authorised Users or additional Customer Brands, Markets, features or functionality); (b) wishes to purchase additional WPP Open

Product(s), in addition to those specified in the relevant Order Document; or (c) exceeds the Usage Scope and/or any other usage limits specified in the applicable Order Document, then Customer shall enter into an additional Order Document and pay any applicable additional Subscription Fees or other Charges (which may include the purchase of any applicable additional Open Actions) for such increases and/or additions.

3.10 **Additional Terms.** Use of certain WPP Open Products (e.g. AI agents or WPP Open media tools), or use of certain WPP Open Products in certain markets, may be subject to Additional Terms of Provider (or one of its Affiliates), which shall be identified in an applicable Order Document. Customer shall comply with those Additional Terms.

#### 4 **Customer's use of Output**

4.1 Subject to clause 5 (*Third Party Apps*), clause 8 (*Reservation and grant of rights*) and to the following provisions of this clause 4 (*Customer's use of Output*), Provider acknowledges and agrees that, as between Customer and Provider, Customer owns all available Intellectual Property Rights in the Output.

4.2 Customer accepts that: (a) Output is generated by an AI system that responds to Authorised User prompts and/or queries and, as a result, Output can provide Hallucinations and otherwise be unexpected and/or unsuitable for any purpose(s); (b) Output may not comply with applicable law and is not cleared for publication or release; (c) Output may not be unique, and other uses of the WPP Open Product may generate the same or similar Output; (d) Output may not be protectable by Intellectual Property Rights; and (e) no Output should be used, relied on or published for any purpose without prior human intervention, review and approval.

4.3 Customer assumes sole liability and responsibility for: (a) all possession, use and/or distribution of Output; (b) any reliance on or actions taken in response to any Output; (c) evaluating the accuracy and appropriateness of using Output for any purpose; and (d) any insights or other conclusions drawn from Output or from access to and/or use of a WPP Open Product.

4.4 Customer shall not (and shall not authorise any other person to) remove or alter any watermarks or Provider metadata that may be generated with or embedded in Output, including any third-party content credentials

(e.g. from Content Authority Initiative (CAI)), or attempt to mislead any person about the origin of Output.

## 5 Third Party Apps

- 5.1 Provider may incorporate, resell or otherwise make available (with or without a mark-up, commission or other benefit) Third Party Apps, or other services or products of Third Party Providers, via a WPP Open Product. Any acquisition or usage by Customer of such products or services (and any exchange of data with those) is solely between Customer and the applicable Third Party Provider, and Provider provides no certification, representation or warranty in respect of them.
- 5.2 If any part of a WPP Open Product is provided by or incorporates functionality provided by any Third Party Provider (including any Third Party Apps), which may include third party-foundation models, licensed data providers and hosting providers, Customer's access and/or use is subject to the applicable Additional Terms relating to such Third Party Provider. Customer shall comply with such Additional Terms. Provider is not responsible or liable to Customer for any errors, defects or unavailability of any Third Party Apps or for any acts or omissions of any Third Party Provider (including any Third Party Provider's decision to discontinue, suspend or terminate any Third Party App).
- 5.3 Where a WPP Open Product contains links to other sites and resources provided by third parties (including where Customer Input Material includes such links), those links are provided for Customer's or Authorised User's information only. Provider has no control over the contents of those sites or resources and is not liable and accepts no responsibility for them or for any Loss that may arise from Customer's or Authorised User's access and/or use of or reliance on them.

## 6 Connected Accounts

Where expressly agreed by Provider in an Order Document, a WPP Open Product may enable Customer and/or its Authorised Users to integrate or otherwise connect a Connected Account to it. By integrating or otherwise connecting a Connected Account to a WPP Open Product, Customer warrants, represents and undertakes that it is entitled (and has all necessary rights, licences and permissions required) at all times: (a) so to integrate or connect

the Connected Account; and (b) to grant Provider (and its Affiliates) access to the Connected Account and Connected Account Content so that it may be used in accordance with this Subscription Agreement. Provider is not responsible or liable to Customer for any errors, defects or unavailability of any Connected Account or for any acts or omissions of the provider of that Connected Account (including any such provider's decision to discontinue, suspend or terminate any Connected Account).

## 7 Charges and payment

- 7.1 **Fees and other Charges.** Customer shall pay all Fees and other Charges specified in an Order Document. All Fees and Charges are stated exclusive of VAT (and any other applicable Transaction Taxes), which shall be paid along with the Fees and Charges and shall be included and itemised separately on invoices, where relevant, at the rate prevailing from time to time.
- 7.2 **Non-refundable.** All Fees and other Charges are, subject only to clauses 10.2 (*Customer notice*) and 12.4 (*Provider termination*), non-cancellable and non-refundable, regardless of whether or not Customer: (a) accesses and/or uses the WPP Open Products during the Product Subscription Period; (b) utilises all its Usage Scope; and/or (c) consumes all its Open Actions during the Product Subscription Period. All unused Open Actions are forfeited on termination or expiry of the applicable Product Subscription Period for any reason. Open Actions have no cash value to Customer and are non-transferable and non-redeemable for cash, except to the extent required by law.
- 7.3 **Fee increases.** Provider reserves the right, in its discretion, to increase any Fees or other Charges from time to time, where agreed in an Order Document, or otherwise on giving written notice to Customer. In addition, unless expressly otherwise agreed in an Order Document: (a) Provider shall be entitled to increase any Subscription Fees with effect from the start of each Renewal Period; and (b) such increase shall be no less than 5% of such Subscription Fees (unless Provider notifies a lower amount) and no more than 10% of such Subscription Fees. All Subscription Fees set out in any Order Documents shall be deemed to have been amended and increased accordingly from the first day of each Renewal Period.
- 7.4 **Open Actions.** Open Actions are priced by tiers as further described in an Order Document. Customer

- may request one or more additional tiers of Open Actions during the Product Subscription Period in writing (email or change order) only at monthly intervals and with a minimum of one additional tier of Open Actions being purchased at a time. Following Provider's written confirmation (email confirmation for email orders, or countersigned change order) of the request, Provider shall invoice Customer the applicable additional Fees. The additional tier of Open Actions purchased and the additional Fees payable shall take effect on the first day of the month following Provider's applicable written confirmation. Pursuant to clause 3.9(c) above, if Customer exceeds the number of Open Actions specified in the applicable Order Document or agreed by Provider pursuant to the foregoing provisions of this clause 7.4 during the Product Subscription Period (the "**Base Open Actions**"), without prejudice to any of Provider's rights and/or remedies (including under clause 3.9), Customer shall pay the increased fee per Open Action specified in the relevant Order Document with effect from the first day of the month following the date on which the Base Open Actions were exceeded and for the remainder of the Product Subscription Period.
- 7.5 **Open Action changes.** Provider shall be entitled to change the Usage Scope obtainable with Open Actions with effect from the start of each Renewal Period, provided that any such change does not materially increase Customer's costs or decrease service functionality for such Renewal Period (as against the then-current Product Subscription Period). All such Option Actions shall be deemed to have been changed accordingly from the first day of each Renewal Period. Provider shall also be entitled to introduce new Open Actions from time to time.
- 7.6 **Invoicing and payment terms.** Provider shall invoice the Customer for all Fees and other Charges payable in advance as agreed in the Order Document, and Customer shall pay all amounts shown in the invoice in full within 30 days of the date of the relevant invoice issued by Provider, unless otherwise agreed in the Order Document. Provider may reasonably change the date(s) on which its invoices are issued from time to time. Customer shall ensure that payment of the Fees and Charges is made in full without any deduction or withholding on account of taxes or other charges. If Customer is required by law to make a deduction or withholding, Customer shall also pay such additional amount as may be necessary to ensure that Provider receives payment of the full amount of such invoice, as if such deduction or withholding had not been made.
- 7.7 **Overdue Fees and other Charges.** If Customer fails to pay any Fees or other Charges in full on or before the due date for payment, Provider may (without prejudice to any of its other rights or remedies) charge interest to Customer on the outstanding amount at the rate of 2% per annum above the prevailing base rate of the Bank of England, on a daily basis from such due date until the date the obligation to make payment is discharged, whether before or after judgment, and compounded monthly.
- 7.8 **Suspension.** In the event that any Fees or other Charges remain outstanding more than 30 days after the last date for payment, Provider may, in addition to its right to charge interest (and without prejudice to any other rights or remedies it may have), immediately suspend Customer's access to and use of the WPP Open Products without liability.
- 8 Reservation and grant of rights**
- 8.1 **Provider's rights.** Provider and/or its licensors own all Intellectual Property Rights and other proprietary rights in WPP Open, the WPP Open Products, the WPP Open Workspaces, the WPP Open Product Brands, the WPP Open Product Technology, the WPP Open Data, the WPP Open Models, the Value Add Services and the Documentation (and all Improvements to the same). Except for the subscription right granted under clause 3.1 (*Subscription*), this Subscription Agreement does not grant Customer any ownership or other rights in respect of any of the foregoing or in respect of any other materials, services or Intellectual Property Rights of Provider and/or its licensors.
- 8.2 **Customer's rights.** Customer hereby grants to Provider a perpetual, non-exclusive, worldwide, royalty-free, sublicensable and transferable licence to distribute, modify, edit, publish, transfer, alter, reproduce, copy, adapt and otherwise use the Customer Input Material, Outputs and information derived from Customer's and Authorised Users' use of WPP Open Products: (a) to provide the WPP Open Products and Value Add Services to Customer; (b) as is reasonably necessary in order to perform Provider's obligations and to exercise Provider's rights under this Subscription Agreement and to comply with applicable law; and (c) on an anonymised, de-identified or aggregated basis to develop, improve

or modify WPP Open Products and any other products, services and features. Provider acknowledges that, except for such licence, Provider shall not by virtue of this Subscription Agreement obtain any other right, title or interest in or to Customer Input Material or Outputs.

8.3 **Feedback.** Customer may submit to Provider feedback, ideas, suggestions or proposals relating to a WPP Open Product and/or Value Add Services. In such case Customer irrevocably grants Provider free of charge, a perpetual, non-exclusive, worldwide, royalty-free, sublicensable and transferable licence to use such feedback, ideas, suggestions or proposals to develop and improve the WPP Open Product and/or Value Add Services.

## 9 Provider's warranties and disclaimers

9.1 Provider warrants that: (a) the WPP Open Products (excluding any Beta Products, Third Party Apps, Connected Accounts, Customer Input Material and Outputs) will conform in all material respects with their applicable functionality set out in the Documentation, when used in accordance with the terms of this Subscription Agreement; and (b) the Value Add Services provided to Customer will be performed with a reasonable level of care, skill and diligence in accordance with good industry practice.

9.2 In the event of breach of any of the foregoing warranties, Provider will, at its own expense and following written notice from Customer, use all reasonable commercial endeavours to correct the non-conformance promptly, or provide Customer with an alternative means of accomplishing the desired performance or, in the case of the Value Add Services, reperform the non-confirming service(s). Despite clause 11 (*Limitations of liability*), such correction or substitution or re-performance constitutes Customer's sole and exclusive remedy for any breach of Provider's obligations under clause 9.1.

9.3 Except as expressly set out in this Subscription Agreement, Provider does not warrant or represent that: (a) availability, access to or use of any WPP Open Product will be uninterrupted or error-free; or (b) any WPP Open Product, Documentation or Output (and/or any other data, information or material accessed or obtained through a WPP Open Product) will meet Customer's specific requirements (each of those being accessed or obtained at Customer's own risk).

9.4 This Subscription Agreement states the full extent of each party's obligations and liabilities in respect of the subject matter of this Subscription Agreement, the WPP Open Products and their use. Except as set out in this Subscription Agreement, any condition, warranty, representation or other term concerning the performance of either party's obligations that might otherwise be implied into or incorporated in this Subscription Agreement (whether by statute, common law or otherwise) is excluded to the maximum extent permitted by law, and the WPP Open Products are provided on an "as is" basis.

## 10 Indemnities

10.1 **Provider's indemnity obligation.** Subject to clause 11 (*Limitations of liability*), Provider shall indemnify Customer against any Losses suffered or incurred by Customer to the extent arising as a result of a third-party claim alleging that Customer's use of a WPP Open Product (excluding any Beta Products, Third Party Apps, Connected Accounts, Customer Input Material and Output) in compliance with this Subscription Agreement infringes the Intellectual Property Rights of such third party. To the extent permitted by applicable law, the foregoing indemnity states Customer's sole and exclusive rights and remedies, and Provider's (including Provider's Affiliates', employees', agents' and sub-contractors') entire obligations and liability, in respect of any infringement of Intellectual Property Rights.

10.2 **Customer notice.** In the event that Customer wishes to claim under the indemnity set out in clause 10.1 (*Provider's indemnity obligation*), it shall notify Provider of the same in writing and afford Provider a reasonable opportunity, at its own expense and option: (a) to procure the right for Customer to continue using the relevant element(s) of the WPP Open Product; or (b) to make such alterations, modifications or adjustments to the relevant element(s) of the WPP Open Product so that it becomes non-infringing, without incurring any material reduction in the performance or function of the applicable WPP Open Product; or (c) to terminate the affected Order Document(s) and/or this Subscription Agreement immediately by providing Customer with written notice, and refunding Customer with all prepaid Fees that have been received by Provider for services not rendered. Where any of the steps referred to above in this clause 10.2 have been taken by Provider, then, without prejudice

to Customer's other rights and remedies, the indemnity shall cease to apply. In addition, Provider shall not be liable for any Losses incurred after Customer becomes aware of the relevant (alleged or actual) infringement, including by receipt of notice from Provider or any appropriate third party.

10.3 **Customer's indemnity obligations.** Customer shall indemnify Provider on demand against any and all Losses suffered or incurred by Provider (and/or any of its Affiliates) arising as a result of: (a) the Customer Input Material; (b) Outputs; (c) any breach by Customer of clause 3 (*WPP Open Products*), clause 4 (*Customer's use of Output*) and/or clause 16 (*Trade controls*); and/or (d) any Unintended Processing.

10.4 **Conduct of indemnity claims.** In respect of each indemnity given under this Subscription Agreement, where the relevant Losses are incurred in respect of a third-party claim, the following conditions shall apply to the indemnity: (a) the indemnified party shall make no statement prejudicial to the indemnifying party; (b) the indemnity shall not apply to the extent that such infringement has been caused by, or contributed to, by acts of the indemnified party other than the use of the relevant rights in accordance with this Subscription Agreement; (c) the indemnifying party shall be promptly notified in writing of the details of the claim; (d) the indemnifying party shall have sole control of the defence of such claim and all related settlement negotiations (the indemnified party to be consulted to the extent that the settlement could materially affect the indemnified party); and (e) the indemnified party shall give the indemnifying party all reasonable assistance at the indemnifying party's expense in such connection.

## 11 Limitations of liability

11.1 Despite any other provisions of this Subscription Agreement (all of which shall take effect subject to this clause 11), nothing shall exclude, limit or restrict either party's liability to the other for: (a) fraud or fraudulent misrepresentation; or (b) death or personal injury resulting from its negligence (or the negligence of its officers, agents or employees); or (c) any other matter in respect of which liability cannot lawfully be limited or excluded under applicable law.

11.2 Except as expressly set out elsewhere in this Subscription Agreement, in no event shall either party (or its Affiliates) be liable to the other or any third party for: (a) any loss of profits; (b) any loss of revenue; (c) any loss of anticipated savings; (d) any loss of

goodwill or injury to reputation; (e) any loss of or corruption of data; and/or (f) any indirect, incidental, consequential, punitive or special loss or damage, in each case arising out of or in connection with this Subscription Agreement (including the Order Documents, the provision of any WPP Open Product and/or the Documentation) – including as a result of breach of contract, tort (including negligence), under an indemnity, statute or otherwise – and even if such losses were foreseeable and although a party had been advised of the possibility that such losses were in the contemplation of the other party or any third party.

11.3 Subject to clauses 11.1 and 11.4 (*Limitations of Liability*), the total aggregate liability of each party (together with its Affiliates) to the other in respect of all breaches, claims and Losses arising in connection with this Subscription Agreement (including the Order Documents, the provision of any WPP Open Product and/or the Documentation) in any Year – including as a result of breach of contract, tort (including negligence), under an indemnity, statute or otherwise – shall not exceed the Subscription Fees (excluding VAT and Transaction Taxes) paid or agreed to be paid by Customer to Provider in respect of such Year.

11.4 Despite any other provision of this Subscription Agreement or any Order Document, the limitations of liability in clauses 11.2 and 11.3 (*Limitations of liability*) shall not exclude, limit or restrict the liability of Customer: (a) to pay Fees and other Charges; (b) for any breach, infringement or misappropriation of Provider's (or any of its Affiliate's) Intellectual Property Rights; (c) for any breach of applicable law; (d) under clause 10.3 (*Customer's indemnity obligations*); and (e) under clause 14.2 (*Unintended Processing indemnity*).

## 12 Term and termination

12.1 **Term.** This Subscription Agreement starts on the date when Customer first enters into an Order Document ("**Commencement Date**") and continues until the later of: (a) the expiry or termination of all Product Subscription Periods and Renewal Periods of all Order Documents in accordance with this Subscription Agreement; or (b) Customer's final access and/or use of the WPP Open Products.

12.2 **Product Subscription Period.** In respect of a WPP Open Product, the Product Subscription Period shall commence on the date specified in the relevant Order Document and, unless otherwise agreed by Provider

and specified in the Order Document, shall continue for an initial subscription period of 12 months ("**Initial Subscription Period**") and thereafter, unless stated otherwise in the Order Document, shall automatically renew, subject to clauses 12.3 (*Mutual termination*) and 12.4 (*Provider termination*), for successive renewal periods of 12 months' duration, unless a different renewal period is agreed by Provider and specified in the Order Documents (each, a "**Renewal Period**"), unless either party gives written notice not later than 90 days before the end of the Initial Subscription Period or then-current Renewal Period to terminate the applicable Order Document on the expiry of the Initial Subscription Period or the then-current Renewal Period.

12.3 **Mutual termination.** Either party may terminate an Order Document with immediate effect at any time by serving written notice of termination on the other:

- (a) if the other party commits a material breach of that Order Document which, if capable of remedy, is not remedied within 30 days of receipt of notice to do so; or
- (b) if the other party is the subject of an order made or a resolution passed for its winding up, or has a receiver or administrator appointed over the whole or any part of its assets or undertaking (or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding-up or administration order), or makes an arrangement with creditors, or is unable to pay its debts as and when they fall due, or is the subject of an event or proceeding under the laws of any applicable jurisdiction that has an equivalent or similar effect to any of foregoing events or proceedings, or suspends or ceases (or proposes to suspend or cease) carrying on all or a substantial part of its business; or
- (c) in the event of Force Majeure, in accordance with the provisions of clause 16 (*Force Majeure*).

12.4 **Provider termination.** Provider shall be entitled to terminate Customer's use of any WPP Open Product, any Order Document and/or this Subscription Agreement without cause and at any time by giving not less than 30 days' written notice to Customer. In such circumstances, Provider shall refund Customer for all prepaid Fees and other Charges that have been received by Provider for services that will not be

rendered after the applicable effective date of termination.

12.5 **Master Services Agreement.** Where an Order Document is expressed to be co-terminous with a Master Services Agreement, such Order Document shall automatically terminate on the relevant date of termination or expiry of the Master Services Agreement.

12.6 **Effect of termination.** On expiry or termination of Customer's use of a WPP Open Product or this Subscription Agreement for any reason: (a) all relevant licences granted by Provider for WPP Open Products shall immediately terminate and Customer shall immediately cease all access to and use of (including by Authorised Users) all relevant WPP Open Products and Documentation; (b) Customer shall (and shall procure that all Authorised Users shall) immediately stop using the relevant APIs and WPP Open User Interfaces; (c) Provider may destroy or otherwise dispose of any of the Customer Input Material in its possession in accordance with the WPP Data Privacy & Security Charter; and (d) Customer shall pay all Fees and Charges outstanding at and resulting from termination (whether or not due at the date of expiry or termination) as set out in the relevant Order Document(s).

12.7 **Continuing force.** Termination or expiry of an Order Document or this Subscription Agreement shall not affect:

- (a) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages for any breach of this Subscription Agreement that existed at or before the date of termination or expiry; or
- (b) the coming into force or continuance in force of any provision of this Subscription Agreement that is expressly or by implication intended to come into or continue in force by or after such expiry or termination.

## 13 Confidentiality

13.1 At all times, each party ("**Receiving Party**") shall, and shall use reasonable endeavours to procure that its Affiliates and its and their respective officers, employees, professional advisers, consultants, agents and sub-contractors ("**Personnel**") shall, keep confidential the financial terms and other material provisions of this Subscription Agreement, together

with all confidential information (now and in the future) concerning the business, affairs, customers and/or suppliers of the other party and/or of the other party's Affiliates, and shall not: (a) without the other party's prior written consent, use such information for any purpose other than to perform the Receiving Party's obligations, and to exercise its rights, under this Subscription Agreement; or (b) disclose such information except: (i) to the Receiving Party's Personnel (if bound by equivalent obligations of non-use and confidentiality); (ii) as may be required by law or by a court, regulatory authority or other competent authority (and in such circumstances the Receiving Party shall, if legally permitted, give the other party prior notice of such disclosure and consult with such other party and provide it with an opportunity to comment on the timing, manner and extent of the disclosure); (iii) to the extent that such information is in the public domain otherwise than as a result of a breach of this clause or law; (iv) as may be necessary for the purpose of fulfilling the Receiving Party's obligations, or exercising its rights, under this Subscription Agreement; and/or (v) as may be specifically agreed by written agreement between the parties. Customer acknowledges that all details about the WPP Open Products (including the Documentation and any details about the WPP Open Product Technology) constitute Provider's confidential information.

13.2 Provider may disclose the fact that Customer is a customer of a WPP Open Product in any pitch material. Subject to the foregoing, neither Provider nor Customer shall, without the prior written consent of the other, issue any public statement or document bearing the other party's name in connection with this Subscription Agreement except as required under applicable laws.

## 14 Personal Data

14.1 **Unintended Processing.** The parties acknowledge that the provision and use of a WPP Open Product may involve Provider's processing of Customer Personal Data relating to Authorised Users. Except for such processing, unless and to the extent that processing of other Customer Personal Data is contemplated as part of a specific WPP Open Product and expressly agreed in a relevant Order Document, the parties acknowledge that WPP Open Products are not intended to be used in connection with any other storage, transfer, use or processing of any Customer

Personal Data or other Personal Data ("**Unintended Processing**"), and that this Subscription Agreement does not involve the engagement of Provider to undertake any Unintended Processing. Customer acknowledges and undertakes to procure that the Customer Input Material (including any metadata associated with any Customer Input Material) shall not include Personal Data without Provider's express prior written consent.

14.2 **Unintended Processing indemnity.** Without prejudice to the foregoing, to the maximum extent permissible under applicable law, Provider shall have no liability to Customer for, and Customer shall indemnify Provider on demand against any and all Losses (including any reputational losses and any sanctions imposed by a regulator) suffered or incurred by Provider (and/or any of its Affiliates) as a result of, any Unintended Processing inadvertently carried out by (or on behalf of) Provider (and/or any of its Affiliates) by virtue of: (a) the provision of any WPP Open Product to Customer and Authorised Users in accordance with this Subscription Agreement; (b) the access to and/or use of any WPP Open Product by the same; (c) the use of the User Accounts; (d) the generation of Output; and/or (e) the proper performance of Provider's obligations under this Subscription Agreement.

14.3 **Processing.** Provider shall process Customer Personal Data relating to Authorised Users in accordance with applicable data protection law. The parties recognise that, regarding the processing of such Customer Personal Data, Customer is the controller and Provider is the processor.

## 15 Customer Data management

15.1 **Storage.** Unless expressly agreed by Provider in an Order Document, Provider has no obligation to store or maintain any Customer Input Material or Outputs.

15.2 **Data management.** Provider maintains appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the WPP Data Privacy & Security Charter (and any other applicable Documentation) and maintains the security incident management policies and procedures contained in those.

15.3 **Incident response.** Provider shall notify Customer without undue delay (and in line with the timelines required by applicable data protection laws if

applicable) after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Data or Customer Personal Data by Provider which results in any actual loss or misuse of such data (a "**Customer Data Incident**"). Provider shall use reasonable endeavours to identify the cause of such Customer Data Incident and take such steps as Provider deems necessary and reasonable to remedy the cause of such a Customer Data Incident to the extent that the remedy is within Provider's reasonable control. Provider shall have no liability for Losses arising from a Customer Data Incident unless caused solely by a breach of Provider's security obligations under this clause 15.3. In the event of a Customer Data Incident, Customer shall be responsible for notifying any applicable data subjects and/or supervisory authorities to which it is subject. Before any such notification is made, Customer shall consult with Provider, and provide Provider an opportunity to comment, on any notification made in connection with a Customer Data Incident.

## **16 Force Majeure**

- 16.1 To the extent that either party is (wholly or in part) prevented from, or delayed in, performing any of that party's obligations under this Subscription Agreement (other than payment and indemnity obligations) by any circumstances beyond that party's reasonable control ("**Force Majeure**"), the affected party may suspend performance of such obligations for the duration of such Force Majeure (in which case any time periods in this Subscription Agreement shall be extended accordingly) and shall not be deemed to be in breach of such obligations or otherwise liable to the other for any failure or delay in the performance of such obligations, but shall nevertheless use reasonable endeavours to remove or mitigate the effects of such Force Majeure and to resume full performance of such obligations without avoidable delay (or to find a solution by which such obligations may be performed despite the continuance of such Force Majeure).
- 16.2 If the affected party is prevented from, or delayed in, performance of such obligations by Force Majeure for a continuous period of more than one month, either party may terminate the Subscription Agreement with immediate effect on written notice.

## **17 Trade controls**

Customer undertakes to comply (and to procure that its Authorised Users comply) with all applicable trade laws, including sanctions and export control laws, in respect of the exercise of its rights under this Subscription Agreement. No WPP Open Product may be accessed and/or used for the benefit of, or exported or re-exported to, any country or territory or to any individual or entity with whom dealings are prohibited or restricted under such laws or who is subject to any restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority.

## **18 Other provisions**

- 18.1 Any notice given under or in connection with this Subscription Agreement shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post or other next-Working-Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email to: (i) in the case of Customer, the email address of the Customer's representative set out in the relevant Order Document; or (ii) in the case of Provider, the email address of the Provider's representative set out in the relevant Order Document and [wppopensupport@wpp.com](mailto:wppopensupport@wpp.com) (or, in any case, an address substituted in writing by the party to be served). Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; or (b) if sent by pre-paid first-class post or other next-Working-Day delivery service, at 9.00 a.m. on the second Working Day after posting; or (c) if sent by email, at the time of transmission, or, if that time falls outside Working Hours in the place of receipt, when Working Hours resume. This clause 18.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. Any such service of any proceedings or other documents on Provider must be sent with a copy to the Group Chief Counsel, WPP, Sea Containers House, 18 Upper Ground, London SE1 9GL, England.
- 18.2 This Subscription Agreement (along with any relevant Order Documents) contains the entire agreement and understanding of the parties and supersedes any previous agreement or understanding (whether oral or written) between the parties, in relation to the subject-matter of this Subscription Agreement. Each

- party acknowledges that, in entering into this Subscription Agreement, such party is not relying on any warranty, representation or other assurance except as expressly set out in this Subscription Agreement, provided that nothing in this Subscription Agreement (or in an Order Document) shall limit or exclude any liability for fraud.
- 18.3 No variation of any Order Document shall be effective unless it is agreed in writing by or on behalf of each of the parties.
- 18.4 Provider may amend these Subscription Terms from time to time by posting a new copy of these Subscription Terms on the WPP Open platform or otherwise providing Customer with notice of such amendment. If Customer does not agree to any such amendment, Customer must stop using the WPP Open Products. Customer's continued use of the WPP Open Products after any amendment constitutes Customer's binding acceptance of such amendment, provided that Provider may also require Customer to provide further evidence of such acceptance in a specified manner before continued use of the WPP Open Products.
- 18.5 No failure to exercise or delay in exercising any right or remedy under this Subscription Agreement shall operate as a waiver of that or any other right or remedy. No waiver by Provider of any right or consent under this Subscription Agreement shall be effective unless it is in writing, refers specifically to this Subscription Agreement and is duly signed by or on behalf of Provider. The express rights and remedies provided by this Subscription Agreement are cumulative and, except as otherwise stated in this Subscription Agreement, do not exclude any other rights or remedies provided by law.
- 18.6 The illegality, invalidity or unenforceability of the whole or part of any provision of this Subscription Agreement shall not affect the continuation in force of the remainder of this Subscription Agreement.
- 18.7 This Subscription Agreement is personal to Customer. Customer shall not be entitled to assign, transfer, sub-contract or otherwise dispose of it.
- 18.8 This Subscription Agreement may be entered into in two or more counterparts, each executed by one of the parties or may become binding through execution of an Order Document or via online use of WPP Open.
- 18.9 Nothing in this Subscription Agreement (or in any Order Document) shall constitute a partnership, joint venture, relationship of agency or contract of employment between the parties.
- 18.10 Except as expressly provided in this Subscription Agreement, no provision of this Subscription Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to this Subscription Agreement. Despite the foregoing, the provisions of this Subscription Agreement are also intended to benefit, and to be enforceable by, any Affiliate of Provider, although the parties to this Subscription Agreement do not require the consent of any third party to rescind or terminate this Subscription Agreement or to vary it in any way.
- 18.11 This Subscription Agreement and any related dispute (contractual or otherwise) shall be governed by, and interpreted in accordance with the laws of, and each party irrevocably submits for all purposes in connection with this Subscription Agreement and any such dispute to the exclusive jurisdiction of the courts of, England and Wales.
- 19 Definitions and interpretation**
- 19.1 In this Subscription Agreement, unless the context otherwise requires, the terms defined in the Appendix shall have the respective meanings set out in the Appendix.
- 19.2 In this Subscription Agreement, unless the context otherwise requires: (a) clause headings shall not affect the interpretation of this Subscription Agreement; (b) a reference to a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality); (c) a reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established; (d) words in the singular include the plural and in the plural include the singular; (e) a reference to one gender includes a reference to the other genders; (f) any reference to a statute or statutory provision is a reference to that statute or statutory provision as amended, consolidated, replaced and/or re-enacted from time to time and includes any subordinate legislation from time to time in force made under it; (g) a reference to this Subscription Agreement or any other document shall, where appropriate, be construed as references to this Subscription Agreement or such other document as amended, varied, supplemented, novated and/or replaced in any manner from time to time; (h) references to clauses and the Appendix are

to the clauses of and Appendix to, this Subscription Agreement; (i) any reference to "**law**" includes any legislation, rules, regulations or decisions that now have, or which have at the relevant time had, the force of law in any jurisdiction; (j) any reference to a "**month**" is to a calendar month; (k) all references to

"**parties**" mean the parties to this Subscription Agreement, and references to "**party**" shall be construed accordingly; and (l) the words and phrases "**including**", "**such as**", "**e.g.**", "**for example**", "**other than**" and all related or similar expressions shall be interpreted as being without limitation.

**APPENDIX**  
**(to the Subscription Terms)**  
**Definitions**

<b>Term</b>	<b>Meaning</b>
"Acceptable Use Policy"	means Provider's policy concerning acceptable use of WPP Open and WPP Open Products available at: <a href="http://www.wppopen.com/legal/terms">[www.wppopen.com/legal/terms]</a> ;
"Additional Terms"	means: (a) the additional terms and conditions described in the WPP Open Product description (forming part of the Documentation) available at <a href="http://www.wppopen.com/legal/terms">[www.wppopen.com/legal/terms]</a> and (b) such other additional terms and conditions as may apply to specific WPP Open Products, as notified to Customer and/or Authorised Users from time to time (whether in an Order Document or otherwise);
"Affiliate"	means, in relation to an entity, any entity that directly or indirectly controls, is controlled by, or is under common control with such entity, and " <b>control</b> ", for the purposes of this definition, means ownership (directly or indirectly) of more than 50% of the voting rights in the relevant entity;
"AI"	means artificial intelligence (as such term is understood within the computer technology industry) of any kind (now or in the future known);
"API"	means an application programming interface or any other code that helps two different software programs or network connections to communicate and exchange data with one another;
"Authorised Users"	means, in respect of use of a WPP Open Product, and up to the limits on the number of such users applicable to that WPP Open Product as is prescribed by the relevant Order Document: (a) Customer's employees; (b) to the extent expressly authorised and agreed by Provider in the applicable Order Document, Customer's Affiliates' employees; and/or (c) to the extent expressly authorised and agreed by Provider in the applicable Order Document, Customer's consultants or contractors providing professional services to Customer (in each foregoing case where the relevant user is: (i) an individual over the age of 18; (ii) employed or engaged by Customer or an applicable Customer Affiliate; (iii) authorised by Customer to create a User Account in respect of that WPP Open Product; and (iv) identified in advance (individually by name, role and email address) to Provider, whether in the relevant Order Document or otherwise in writing);
"Base Open Actions"	has the meaning given in clause 7.4 ( <i>Open Action changes</i> );
"Beta Product"	means any WPP Open Product or any feature or functionality of any WPP Open Product that is made available by Provider on a "beta", pre-release or trial basis and at an agreed cost;
"Charges"	means such third-party costs and travel and other expenses as may be payable by Customer to Provider under an Order Document;
"Commencement Date"	has the meaning given in clause 12.1 ( <i>Term</i> );
"Configuration Services"	means services to configure Customer's WPP Open Workspace (or a WPP Open User Interface), to the extent agreed in an Order Document;

<b>Term</b>	<b>Meaning</b>
" <b>Connected Account</b> "	means a Customer (or a Customer Affiliate's) digital asset management platform or another system or application owned or controlled by Customer (or by a Customer Affiliate), which is connected to a WPP Open Product in accordance with clause 6 ( <i>Connected Accounts</i> );
" <b>Connected Account Content</b> "	means the material, video, audio, images, photographs, documents, text, designs, data, consumer information and/or other information made available via a Connected Account;
" <b>Customer</b> "	means the relevant entity identified as the "customer" or "client" in an Order Document;
" <b>Customer Brand(s)</b> "	means the Customer brand(s) and/or business division(s) specified in an Order Document;
" <b>Customer Data</b> "	means any data comprised within Customer Input Material that are processed by and stored within a WPP Open Product;
" <b>Customer Input Material</b> "	means the material, video, audio, images, photographs, documents, text, designs, data, consumer information and/or other information: (a) provided to Provider by or on behalf of Customer and/or Authorised User(s) for the purpose of using a WPP Open Product; (b) inputted and/or uploaded by Customer and/or Authorised User(s) into a WPP Open Product via the API or other means of access and/or use established pursuant to the Configuration Services; and/or (c) Connected Account Content;
" <b>Customer Personal Data</b> "	means any Customer Data which are Personal Data and which Provider processes in connection with this Subscription Agreement, in the capacity of a data processor, on behalf of Customer, in the capacity of a data controller;
" <b>Documentation</b> "	means such policies, instructions, guidance, manuals and documentation in respect of WPP Open and WPP Open Products as are supplied (including via a WPP Open Product) by Provider to Customer and/or Authorised User(s) from time to time, including any updates, revisions and related documents (and including any content that is downloaded to or copied to any Authorised User's computer or made available to Customer or any Authorised User when first accessing the WPP Open Product);
" <b>EU GDPR</b> "	means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law;
" <b>Fees</b> "	means, collectively, the Subscription Fees and the Value Add Services Fees;
" <b>Force Majeure</b> "	has the meaning given in clause 16.1 ( <i>Force Majeure</i> );
" <b>Hallucinations</b> "	means Outputs that are biased, inaccurate, out-of-date, misleading and/or otherwise defective, regardless of appearing credible or not;
" <b>Improvement</b> "	means an update, upgrade, revision, adaptation or enhancement;
" <b>Initial Subscription Period</b> "	has the meaning given in clause 12.2 ( <i>Product Subscription Period</i> );
" <b>Intellectual Property Rights</b> "	means all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing-off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and to protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals, revivals, reversions or extensions of, and rights to claim

<b>Term</b>	<b>Meaning</b>
	priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any jurisdiction;
" <b>Losses</b> "	means claims, actions, proceedings, demands, damages, losses, liabilities, costs and expenses (including any damages or compensation paid on legal advice to compromise or settle any claim and any legal and other professional costs and expenses), and a reference to " <b>Loss</b> " shall be construed accordingly;
" <b>Market(s)</b> "	means the markets specified in an Order Document;
" <b>Master Services Agreement</b> "	means a separate agreement between Provider (or an Affiliate of Provider) and Customer (or an Affiliate of Customer), which governs Provider's provision of advertising, marketing and/or communications services;
" <b>Modifications</b> "	has the meaning given in clause 2.4 ( <i>Modifications</i> );
" <b>Open Action</b> "	means a unit that an Authorised User consumes when generating Outputs available from the permitted Usage Scope of the relevant WPP Open Product (with the Outputs that are available and the quantity of Open Actions required being more particularly described in the Documentation and/or relevant Order Document);
" <b>Open Services</b> "	means, to the extent agreed in an Order Document, such services (if any) as are to be provided by Provider in relation to Customer's access to and/or use of WPP Open Products in addition to the Configuration Services and Support Services;
" <b>Order Document</b> "	means a WPP Open Product order form or statement of work (whether for initial subscription, add-on subscription or renewal) which is entered into by a WPP Open customer and a WPP group entity and which specifies the WPP Open Product(s) (and/or any Value Add Services), to be provided by such WPP group entity on and subject to the terms of this Subscription Agreement;
" <b>Output</b> "	means the creative and/or other content (e.g. reports, briefs) and/or output that is generated by Customer's authorised use of a WPP Open Product during the Product Subscription Period and returned or delivered to Customer;
" <b>Personal Data</b> "	has the meaning given in applicable data protection law (which may, for example, be UK GDPR or EU GDPR, to the extent that either applies);
" <b>Product Subscription Period</b> "	means, in respect of a WPP Open Product, the Initial Subscription Period and each (if any) Renewal Period;
" <b>Provider</b> "	means the WPP group entity identified as the provider in the applicable Order Document;
" <b>Receiving Party</b> "	has the meaning given in clause 13.1 ( <i>Confidentiality</i> );
" <b>Renewal Period</b> "	has the meaning given in clause 12.2 ( <i>Product Subscription Period</i> );
" <b>Restricted Data</b> "	means any (a) clear-text government-issued identifiers such as social security numbers or driver's licence numbers, (b) clear-text credit- or debit-card number or other financial identifiers, (c) clear-text credit information, health insurance or medical identification numbers, (d) Protected Health Information (as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) or (e) data of any persons under the age of 18, but shall not include any tokenised or hashed version of the data described in (a), (b) or (c) of this definition;
" <b>Sanctions Authority</b> "	the United Nations (UN) and any other governmental authority with jurisdiction over Provider or Customer (or any part of their respective business or operations), together with, in each case, their respective governmental, judicial or regulatory institutions,

<b>Term</b>	<b>Meaning</b>
	agencies, departments and authorities responsible for the implementation and enforcement of sanctions (including the UN Security Council, the US Department of Treasury (e.g. the Office of Foreign Assets Control (OFAC)) and the US Department of Commerce (including the Bureau of Industry and Security (BIS)) and the UK's Office of Financial Sanctions Implementation and HM Revenue and Customs);
"Software"	means the online software applications provided by Provider as part of the WPP Open Products, including any website by which WPP Open Product(s) and/or Documentation are provided;
"Subscription Agreement"	has the meaning given in clause 1.1 ( <i>Background</i> );
"Subscription Fees"	means all such recurring subscription fees and charges due from Customer in respect of WPP Open Products as are identified in Order Documents;
"Subscription Terms "	means these terms and conditions, including the Appendix to them;
"Supplies"	means any and all services, products and/or other supplies of any kind provided by or for Provider to Customer under this Subscription Agreement;
"Support Services"	means, for a WPP Open Product, any support services to be provided in relation to that WPP Open Product, to the extent agreed in the Order Document;
"Third Party Apps"	means the services, products, tools, models (including AI models) and/or applications provided by a Third Party Provider;
"Third Party Provider"	means any third party providing services, products, models (including AI models) and/or other applications to Customer on or via a WPP Open Product, or whose services, products, models and/or applications otherwise interrelate in any way with those to be provided by Provider under this Subscription Agreement;
"Transaction Taxes"	means any value added tax, goods and services tax, any similar sales tax, any customs or other import duties, or any tax, levy or duty that replaces any of the foregoing, whether chargeable in the UK or elsewhere;
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
"Unintended Processing"	has the meaning given in clause 14.1 ( <i>Unintended processing</i> );
"Usage Data"	means the statistical and other usage data derived from the operation of a WPP Open Product, including log data and the performance results for the WPP Open Product;
"Usage Scope"	means, for a WPP Open Product, the relevant usage scope for which Customer may use that WPP Open Product, as specified in an applicable Order Document, which will be based on: (a) the number of Authorised Users; (b) Customer's Open Actions purchased; (c) the scope of the Configuration Services; and/or (d) such other metrics as may be set out in the Order Document (which may include permitted use(s), the volume, file size or medium of Customer Input Material, Customer Brands, Markets, media spend and/or volume of impressions);
"User Account"	means an account created by an individual Authorised User via the WPP Open User Interface or otherwise allocated to an Authorised User by Provider, in order to access and/or use applicable WPP Open Product(s);

<b>Term</b>	<b>Meaning</b>
"Value Add Services"	means, for a WPP Open Product, such Configuration Services, Support Services and/or Open Services relating to that WPP Open Product as are agreed to be provided under an Order Document;
"Value Add Services Fees"	means all fees and charges due in respect of Value Add Services as are identified in an Order Document (and which may, without limitation, be recurring or one-time);
"Virus"	means any item or device (including any software, code, file or program) that may prevent, impair or otherwise adversely affect: (a) the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; or (b) access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise), and including worms, Trojan horses, viruses and other similar things or devices;
"Working Day"	means any day that is not a weekend or public holiday in England;
"Working Hours"	means 09:00 to 18:00 on each Working Day;
"WPP Group"	means the WPP group of entities consisting of Provider and its Affiliates;
"WPP Open"	means the WPP Group's proprietary AI platform for marketing known as "WPP Open" (or by any successor title);
"WPP Open Data"	means all Usage Data and all data provided or made available to Customer pursuant to access to and/or use of a WPP Open Product, including Provider's (and its Affiliates') proprietary and consumer databases (but excluding Customer Data);
"WPP Open Models"	means all algorithms, models, applications, industry and/or performance benchmarks and/or other works which are developed by or for Provider (or any member of the WPP Group) and derived from the application of data, WPP Open Product Code and/or other WPP Open Product Technology, and which can be used to develop Output;
"WPP Open Product"	has the meaning given in clause 1.1 ( <i>Background</i> );
"WPP Open Product Brands"	means all trade marks, service marks, trade names and logos associated with WPP Open and/or any WPP Open Product(s) and any and all Intellectual Property Rights in those;
"WPP Open Product Code"	means any underlying components of WPP Open, any WPP Open Workspace, the WPP Open Products (including models, algorithms, and systems) and the Source Code (as defined below) and object code of the WPP Open Products (including in respect of any future versions or updates to the WPP Open Products made available to Customer by Provider under this Subscription Agreement) and any object code compiled from that Source Code, where " <b>Source Code</b> " means the human-readable form of a software program, including all modules that it contains, plus any associated interface definition files, scripts used to control compilation, and installation of an executable;
"WPP Open Product Technology"	means all WPP Open Product Code and Software (including any APIs and WPP Open User Interfaces made available to Customer in connection with a WPP Open Product) and all AI technologies and any other tools, systems and technology utilised by Provider (or any of its Affiliates) in connection with WPP Open and/or any WPP Open Product(s);
"WPP Open User Interface"	means a web-based user interface required for Customer to access and/or use a WPP Open Product, as notified to Customer by Provider from time to time;

<b>Term</b>	<b>Meaning</b>
<b>"WPP Open Workspace"</b>	means a Customer-configured digital workspace environment within WPP Open, incorporating Customer-specific access controls, permissions and data segregation protocols; and
<b>"Year"</b>	means a 12-month period starting on the Commencement Date or on any anniversary of it.