

EVEARA is a state-of-the-art enterprise SaaS solution for digital music distribution. Avid has partnered with EVEARA to offer AvidPlay's music distribution service integrated into Avid Link. EVEARA's End User Agreement and Privacy Policy can be found below.

END USER AGREEMENT

IMPORTANT NOTICE:

- **THIS END USER AGREEMENT GOVERNS THE END-USER'S ACCESS TO AND USE OF THE SOFTWARE, CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES CONTAINED IN THE COMPANY'S PLATFORM (THE "SERVICES"). BY USING OR OTHERWISE ACCESSING THE SERVICES PROVIDED BY THE COMPANY OR BY CONFIRMING THE ORDER AS PART OF THE DOWNLOADING OR ORDERING PROCESS, THE END-USER ("YOU", "END-USER") AGREES TO THE TERMS OF THIS END USER AGREEMENT WHICH WILL BIND IT AND ITS EMPLOYEES IF APPLICABLE. THIS END USER AGREEMENT FORMS PART OF THIS AGREEMENT BETWEEN THE END-USER AND THE COMPANY IN RELATION TO THE SERVICES. YOU SHOULD ENSURE THAT YOU CAREFULLY READ THESE TERMS.**
- **IF YOU ARE ENTERING INTO THIS END USER AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS END USER AGREEMENT, IN WHICH CASE THE TERM END-USER SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS END USER AGREEMENT, YOU MAY NOT USE OR ACCESS THE SERVICES. IF YOU DO NOT INTEND TO BE LEGALLY BOUND TO THE TERMS AND CONDITIONS OF THIS END USER AGREEMENT, DO NOT ACCESS OR OTHERWISE USE THE SERVICES AND DO NOT CLICK "ACCEPT" OR OTHERWISE ASSENT TO THIS END USER AGREEMENT.**

1. Interpretation

1.1 The definitions and rules of interpretation in this Clause and in Clause 17 apply in this End User Agreement.

"Agreement", this End User Agreement;

"Artificial Intelligence", the use of machines/computers, aided by online and/or offline tools, that learn from experience, adjust to new inputs and perform human-like tasks for the purpose of creating and/or distributing music.

"Artificial Music Generator", Artificial Intelligence music composer that creates original and/or personalized music and/or creates variations of existing music.

"Authorised Users", (i) where the End-user is an entity other than an individual: those employees, agents and independent contractors of the End-user and those employees, agents and independent contractors of End-user's affiliate(s) and partners who are authorised by the End-user to use or access the Services, and (ii) where the End-user is an individual, the End-user.

"Business Day", any day which is not a Saturday, Sunday or public holiday in Ireland;

"Company" means EVEARA, a limited company with offices at Office 2, A1, Fota Business Park, Carrigtwohill, Co. Cork, T45NX97, Ireland;

"Company Data", the information and data used in or in conjunction with the Software or Services that is proprietary of, or licensed by third parties to, the Company;

"Confidential Information", information that is proprietary or confidential and is either clearly labelled as such, identified as confidential information or any information that the End-user ought to reasonably regard as confidential;

"Content" means data provided by the End-user or the Authorised Users to the Company under this Agreement, including and without limitation music recordings, images, videos, metadata, names, photographs and likenesses, artwork images and biographical information as well as lyrics, text, etc.;

"Consumer Stores" means digital services providers such as music download portals, music and video streaming services, mobile music platforms, digital (and terrestrial) radio stations and television networks, and mobile networks that enable the purchasing, streaming or downloading of Content;

"Data Protection Legislation", all laws relating to the processing of Personal Data, privacy and information or data security including the European Union General Data Protection Regulation, **"GDPR"** and all applicable laws and

regulations relating to the processing of personal data, including the opinions, guidance, advice, directions, orders and codes of practice issued or approved by a data protection regulator in the European Economic Area;

"Deductions" means the deductions from the Income that is not retained by the Company, its authorised distributors, or its partners, including but not limited to money transfer costs, bank exchange costs and other deductions as may be applied from time to time;

"Fee" means the fee the End-user agrees to pay the Company, its authorised distributors or its partners, for providing the Services as referred to in Clause 7.3 below;

"Income" means income actually received by the Company from time to time on behalf of the End-user from the Consumer Stores in respect of Content provided to the Consumer Stores less any fee, deduction or other charge levied by the Consumer Stores;

"Intellectual Property Rights", all intellectual property rights of whatever nature, including patents, copyright (present and future), trademarks, business names, trade names, domain names, rights in get-up, goodwill and the right to sue for passing of or unfair competition, rights in computer software, design rights, rights to inventions, database rights, rights in performances, (whether or not any of these is registered and including any applications for registration of any such rights), rights to preserve the confidentiality of information (including trade secrets and know-how) and any other intellectual property rights and including all applications, or rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

"Net Income" means the Income less the Fees and Deductions;

"Normal Business Hours", 8.00am to 6.00pm local Irish time, each Business Day;

"Robotic Means", machines/computers capable of performing human functions required in the creation and/or distributing of musical works.

"Services", the services provided pursuant to this Agreement, as more particularly described on the Company website, and including the Company Data;

"Software", any software provided or used by the Company in the provision of the Services;

"Start Date", when the End-user clicks "Accept";

"Virus", any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

2. Services

2.1 The Company will provide the End-user with use of and access to the Services in accordance with the terms of this Agreement.

2.2 In relation to the Authorised Users, the End-user undertakes that each Authorised User shall keep a secure and confidential password for his use of the Services and that each Authorised User shall comply with good industry practice in respect of password security.

2.3 The End-user shall not knowingly access, store, distribute or transmit any Viruses, or any material, data or Content during the course of its use of the Services that, in the sole opinion of the Company:

2.3.1 Is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive;

2.3.2 violates or infringes any Intellectual Property Rights or other rights of third parties;

2.3.3 facilitates illegal activity;

2.3.4 depicts sexually explicit images;

2.3.5 promotes unlawful violence;

2.3.6 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or any other illegal activity; or

2.3.7 causes damage or injury to any person or property,

and the Company reserves the right, without liability to the End-user, to disable the End-user's access to any material that breaches the provisions of this Clause 2.3.

2.4. The End-user shall not and shall ensure that the Authorised Users do not:

2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Software or Services (as applicable) in any form or media or by any means including any part of the Company Data, the data models or screens and any data that has been entered by the Company or one of its agents; or

(b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; (c) access all or any part of the Services or Software in order to build a product or service which competes with the Software and/or the Services; (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the Software or the Services available to any third party except the Authorised Users; or (e) attempt to obtain, or assist third parties in obtaining, access to the Software or the Services other than as provided under this Agreement;

2.5. The End-user shall not, and shall ensure that the Authorised Users do not, do any of the following while using or accessing the Services or the Software:

2.5.1. disable, hack, circumvent or otherwise interfere with security related features of the Software or the Services;

2.5.2. use any metadata, meta tags or other hidden text utilising the Company name, trademark, URL or product name;

2.5.3. upload, submit, post, email or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, junk mail, spam, chain letters, so-called pyramid schemes or any other form of solicitation;

2.5.4. forge any TCP/IP packet header or any part of the header information in any posting or in any way use the Services or the Software to send altered, deceptive or false source-identifying information;

2.5.5. attempt to scan, probe or test the vulnerability of any Company system or network or breach, impair or circumvent any security or authentication measures protecting and providing security for the Services or the Software;

2.5.6. collect or store Personal Data about any third party except in accordance with the Data Protection Legislation; or

2.5.7. misrepresent or impersonate its affiliate with any person or entity, through pretext or some other form of social engineering or otherwise commit fraud.

2.6. The End-user shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Company.

2.7. The Company may amend the Services in its sole and absolute discretion from time to time on notice to the End-user.

3. **Content**

3.1 The End-user shall submit all Content at its sole expense in the format(s) required by the Company or the Consumer Stores. Technical descriptions of such format(s) will be provided to the End-user on request. In the event that Content is provided by the End-user in the incorrect format, the End-user shall be liable to pay any resubmission or similar fees levied by the Consumer Stores in respect of any such Content provided by the Company to the Consumer Stores.

3.2 The End-user hereby grants to the Company, during the term of this Agreement and for a reasonable period thereafter, a non-exclusive, royalty-free, irrevocable and worldwide licence (including without limitation the right to sub-license all of these rights) to:

3.2.1 use the Content to provide the Services;

3.2.2 sell, copy, display, distribute and otherwise exploit the Content by all means and media (whether now known or existing in the future) through any and all Consumer Stores or the Company website (including for permanent download by End-users);

3.2.3 to supplement any artwork provided for use with the Services;

3.2.4 to make and perform clips of any Content of up to thirty (30) seconds in length via streaming or download free of charge, for the purposes of promotion of the Content, the relevant artists or the Services;

3.2.5 to use the Content in connection with the Company's business purposes; and

3.2.6 to collect all income deriving from the activities specified in this clause 3.2.

3.3 The Company shall make the Content available 'as is' through the Services and shall not be liable for any reliance placed by the End-user or any third party on the Services, Software or Content.

3.4 The Company engages the services of third party providers who also provide back-up services for data stored in or entered into the Software, including Content. In the event of any loss or damage to Content, the End-user's sole and exclusive remedy shall be for the Company to use reasonable commercial endeavours to have its service providers restore the lost or damaged Content from the latest back-up of such Content maintained in accordance with the archiving procedure described in the relevant back up policies. The Company shall not be responsible for any loss, destruction, alteration or disclosure of Content caused by any third party (except those third parties sub-contracted by the Company to perform services related to Content maintenance and back-up or the Company's duly authorised contractors or agents).

3.5 The End-user warrants and represents that:

3.5.1 It has the authority to enter into this Agreement;

3.5.2 It is the owner or licensee of the Content and is permitted to provide the rights to the Content as specified in this Agreement to the Company and the Consumer Stores; and

3.5.3 the use and exploitation by the Company or any of the Consumer Stores of Content as contemplated by this Agreement shall not infringe the Intellectual Property Rights of any third party.

3.6 For clarity, the End-user shall be solely responsible for obtaining and paying for any licences from the owners of any Intellectual Property Rights in Content required in connection with the use or exploitation of Content by the Company or the Consumer Stores as contemplated in this Agreement.

3.7 The End-user acknowledges that in providing the Services and payments hereunder, the Company will be required to enter into certain agreements with various Consumer Stores. The selection of these Consumer Stores shall be within the sole discretion of the Company.

3.8 Nothing in this Agreement shall require the Company, and the Company does not guarantee, that it will use or exploit any Content or upload it to any Consumer Stores.

3.9 The End-user will not use Artificial Intelligence, Artificial Music Generator(s), or any other artificial and/or Robotic Means.

4. **Data Protection**

4.1 If the Company processes any personal data on the End-user's behalf (and the End-user is an entity or an individual other than a Data Subject) when performing its obligations under this Agreement, the parties record their intention that the End-user shall be the data controller and the Company shall be a data processor (where "**Controller**" and "**Processor**" have the meanings specified in the GDPR), and in any such case:

4.1.1 for the purposes of this Clause 4.1.1, the terms "**Personal Data**", "**Data Subject**" and "**Processing**" (and "**Process**" and "**Processed**" shall have a corresponding meaning) shall have the same meanings as in the GDPR;

4.1.2 Schedule 1 sets out the scope, nature, purpose, duration of Processing by the Company and the types of Personal Data and categories of Data Subject to be Processed;

4.1.3 the End-user will ensure that at all times there is a legal basis in place to enable the Company to Process the Personal Data in order to provide the Services, provide Content to Consumer Stores and the Company's other obligations under this Agreement;

4.1.4 the End-user acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the End-user and the Authorised Users are located in order to provide/make available the Services, provide Content to Consumer Stores and the Company's other obligations under this Agreement;

4.1.5 the End-user permits the Company to subcontract its Processing functions as it deems necessary in order to provide/make available the Software and the Company's other obligations under this Agreement to any of the third parties listed at Schedule 1;

4.1.6 the Company shall, in relation to any Personal Data Processed under this Agreement:

- a) Process that Personal Data only on the written instructions of the End-user unless the Company is required to do so by European Union law or the laws of any member of the European Union applicable to the Company, and in such a case the Company will inform the End-user of such where permitted. The End-user hereby instructs the Company to Process Personal Data contained in the Content for the purposes of providing the Services, providing Content to Consumer Stores and complying with the Company's other obligations under this Agreement;
- b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction, damage, alteration or disclosure, having regard to the state of technological development and the cost of implementing any measures;
- c) ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;
- d) assist the End-user, at the End-user's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- e) notify the End-user without undue delay on becoming aware of a Personal Data breach;
- f) at the written direction of the End-user, delete or return Personal Data and copies thereof to the End-user on termination of this Agreement unless required by European Union or European Union Member State Law to store the Personal Data; and
- g) at the cost of and upon reasonable notice from the End-user, provide all information necessary to demonstrate the Company's compliance with its obligations under the GDPR and allow for and contribute to audits or inspections conducted by the End-user or any auditor acting on the authority of the End-user to carry out an audit or inspection (subject to the End-user or such auditor signing a confidentiality agreement proposed by the Company) provided however that any information obtained in connection with or in the course of any such audit or inspection shall be used solely for the purposes of ensuring that the Company is complying with its obligations as a Processor under the Data Protection Legislation, maintained in the strictest confidence and shall not be used or disclosed for any other purpose.

5. Third Party Providers

The End-user acknowledges that the Services may enable or assist it to access third party software and/or application programming interfaces and the website content of, correspond with, and purchase products and services from, third parties via third-party websites, software and application programming interfaces, and that it does so solely at its own risk. The Company makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website or application programming interfaces, or any transactions completed, and any contract entered into by the End-user, with any such third party. Any contract entered into and any transaction completed via any third-party website or application programming interfaces is between the End-user and the relevant third party, and not the Company. The Company recommends that the End-user refers to the third party's website or application programming interface terms and conditions and privacy policy prior to using the relevant third-party website or application programming interface. The Company does not endorse or approve any third-party website or application programming interface nor the content of any of the third-party website made available via the Services.

6. The Company's Obligations

6.1 The Company warrants that the Services and any Software: (i) will be performed in accordance with reasonable skill and care, and (ii) does not infringe any third party Intellectual Property Rights.

6.2 The warranty at Clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Company's instructions, or modification or alteration of the Services or the Software by any party other than the Company or the Company's duly authorised contractors or agents. If the Services or the Software do not conform with the warranty at Clause 6.1 above, the Company will, at its expense: (i) use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the End-user with an alternative means of accomplishing the desired performance; or (ii) re-perform the relevant Services (as applicable). Such correction, substitution or re-performance constitutes the End-user's sole and exclusive remedy for any breach of the warranty set out in Clause 6.1. Notwithstanding the foregoing, the Company:

6.2.1. does not warrant that the End-user's use of the Services or the Software will be uninterrupted or error-free, nor that the Software or the information obtained by the End-user through the Services will meet the End-user's requirements; and

6.2.2. is not responsible for any delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the End-user acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities. The Company shall use commercially reasonable endeavours to prevent and/or minimise any such delays or loss of data resulting from the transfer of data over communications networks and facilities to the extent that such matters are within the Company's control.

6.3 Nothing in this Agreement shall prevent the Company from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

7. Payments

7.1 The Company shall pay or arrange payment to the End-user the Net Income within 30 days of the end of the month in which the related Income is received from the Consumer Store(s). Net Income shall be applied to the End-user's Company account, which can be accessed through the Services. For the avoidance of doubt, the Company shall only pay or arrange payment to the End-user the Net Income which is actually received by the Company prior to date on which payment is specified to occur in this Clause 7.1.

7.2 The Company shall not be responsible for the payment of any income tax or corporation tax or comparable taxes levied on the End-user or the Company in respect of the Net Income or Income. If any withholding tax is incurred under income tax or corporation tax enforced in Ireland or elsewhere, the Company shall be entitled to deduct the statutory amount of withholding tax from the payments due to the End-user.

7.3 The Company (on its own behalf or, where applicable, on behalf of its authorised distributors or partners) shall be entitled to deduct the Fee from any Income prior to applying the Net Income to the End-user's account.

7.4 To the extent that the End-user elects to use Content to distribute free to any third parties (by whatever means), the End-user agrees that it will be solely responsible for any fees or charges levied by Consumer Stores or taxes in respect of such distribution.

7.5 In the event that the Company determines, in its sole discretion, that the End-user's Company account has been subject to and / or involved in fraudulent or infringing activities, the Company reserves the right to discontinue the application of Net Income to the End-user's Company account and block the End-user's ability to otherwise withdraw funds therefrom until resolution of the suspect activities to the satisfaction of the Company. The End-user agrees that any Net Income obtained as a result of the End-user's fraud or infringement of third party Intellectual Property Rights shall be forfeited to the Company. Certain Consumer Stores may also have policies related to fraud and suspected fraudulent activities and the End-user agrees that it is its responsibility to investigate such policies and such policies shall be binding on the End-user hereunder.

7.6 To the extent that any Net Income applied to the End-user's Company account bears any interest prior to the withdrawal by the End-user of such Net Income, the End-user agrees that it will not receive interest or other earnings on the Net Income. In consideration for the End-user's use of the Services, the End-user transfers and assigns to the Company any ownership rights the End-user may have in any interest or other earning that may accrue on Net Income prior to its withdrawal by the End-user.

8. End-User's Obligations

8.1 The End-user shall:

8.1.1. provide the Company with all necessary:

- a. co-operation in relation to this Agreement; and
- b. access to such information as may be required by the Company,

in order to render the Services and other Company services as may be available from time to time and in relation to security and configuration services;

8.1.2. comply with all applicable laws and regulations with respect to its activities under this Agreement;

8.1.3. carry out all other End-user responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the End-user's provision of such assistance as agreed by the parties, the Company may adjust any agreed timetable or delivery schedule as reasonably necessary;

8.1.4. ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

8.1.5. obtain and maintain all necessary licences, consents, and permissions necessary for the Company, its contractors and agents to perform their obligations under this Agreement;

8.1.6. ensure that its network, systems and devices comply with the relevant specifications provided by the Company from time to time and with good industry practice; and

8.1.7. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Company's systems, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the End-user's network connections or telecommunications links or caused by the internet.

9. Proprietary Rights

9.1 The End-user acknowledges and agrees that the Company and/or its licensors own all Intellectual Property Rights in the Software and the Services. Except as expressly stated herein, this Agreement does not grant the End-user any rights to, or in, any Intellectual Property Rights.

9.2 The End-user shall ensure that all titles, logos, trademarks, copyright and other notices applied by the Company to the Software or any materials provided or produced by the Company or the Software in connection with this Agreement shall be reproduced and not deleted or removed.

10. Confidentiality

10.1 The End-user may be given access to Confidential Information from the Company in the course of the provision of the Services under this Agreement. The Company's Confidential Information shall not be deemed to include information that:

10.1.1. is or becomes publicly known other than through any act or omission of the End-user;

10.1.2. was in the End-user's lawful possession before the disclosure;

10.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

10.1.4. is independently developed by the End-user, which independent development can be shown by written evidence; or

10.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2 The End-user shall hold the Company's Confidential Information in confidence and, unless required by law, not make such Confidential Information available to any third party, or use the Company's Confidential Information for any purpose other than the implementation of this Agreement.

10.3 The End-user shall take all reasonable steps to ensure that the Company's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

10.4 The End-user acknowledges that details of the Software and the Services constitute the Company's Confidential Information.

10.5 This Clause 10 shall survive expiry or termination of this Agreement, however arising.

11. Indemnity

11.1 The End-user shall defend, indemnify on demand and hold harmless the Company and its authorised distributors or partners against any and all claims, actions, proceedings, losses, damages, fees expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with: (i) the End-user's and its Authorised Users' use of the Services otherwise than as permitted under this Agreement, or (ii) any claim by any third party that the use or exploitation of Content by the Company or any of the Consumer Stores infringes a third party's Intellectual Property Rights or other rights.

12. Limitation of Liability

12.1 Except as expressly and specifically provided in this Agreement:

12.1.1. the End-user assumes sole responsibility for results obtained from the use of the Services by the End-user, and for conclusions drawn from such use. the Company shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Company by the End-user in connection with the Services, or any actions taken by the Company at the End-user's direction;

12.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law (with respect to the Services or otherwise) are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

12.1.3. the Services are provided to the End-user on an "as is" basis.

12.2 Nothing in this Agreement shall limit or exclude the liability of either party for a matter in respect of which it would be unlawful to exclude or limit liability.

12.3 Subject to 12.2:

12.3.1. NEITHER THE COMPANY NOR ITS AUTHORISED DISTRIBUTORS OR PARTNERS SHALL BE LIABLE TO THE END-USER WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER THIS AGREEMENT.

12.3.2. THE COMPANY'S TOTAL AGGREGATE LIABILITY (AND THAT OF ITS AUTHORISED DISTRIBUTORS OR PARTNERS) IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE FEES RECEIVED BY THE COMPANY PURSUANT TO THIS AGREEMENT DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

12.4 For the purposes of Clause 12.3, the Company is acting on its own behalf and as an agent for and on behalf of its authorised distributors and partners, and accordingly the Company may enforce and rely on Clause 12.3 on its own behalf and/or in its capacity as agent of its authorised distributors and partners.

13. Term & Termination

13.1 This Agreement shall continue until terminated in accordance with this Agreement.

13.2 The Company may terminate this Agreement on 7 days' notice to the End-user.

13.3 When the End-user purchases an annual AvidPlay Services subscription on the End-user's Avid Account, auto-renewal is automatically selected. At the end of the annual subscription period, Avid will sign the End-user up and bill the End-user for an additional subscription term of one year at then-current pricing. The End-user may terminate this Agreement by unchecking the auto-renew box in the End-user's Avid Account prior to the end of the current subscription term, such termination to be effective upon expiration of the current subscription.

13.4 Without prejudice to any other rights or remedies to which the parties may be entitled, the Company may terminate this Agreement without liability to the End-user if:

13.4.1. the End-user commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;

13.4.2. an order is made or a resolution is passed for the winding up of the End-user, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party;

13.4.3. an order is made for the appointment of an administrator or examiner to manage the affairs, business and property of the End-user, or documents are filed with a court of competent jurisdiction for the appointment of an administrator or examiner of the End-user, or notice of intention to appoint an administrator or examiner is given by the End-user or its directors or by a qualifying floating charge holder;

13.4.4. a receiver is appointed of any of the End-user's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the End-user, or if any other person takes possession of or sells the End-user's assets;

13.4.5. the End-user makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;

13.4.6. the End-user ceases, or threatens to cease, to trade;

13.4.7. the End-user (being an individual) is the subject of a bankruptcy petition or order; or

13.4.8. the End-user takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

13.5 On termination of this Agreement for any reason:

13.5.1. all licenses granted under this Agreement (subject to Clause 3.2) shall immediately terminate;

13.5.2. the End-user shall return and make no further use of any Software, property, documentation and other items (and all copies of them) belonging to the other party;

13.5.3. the Company may destroy or otherwise dispose of any of Content in its possession unless the Company receives, no later than thirty (30) days after the effective date of the termination of this Agreement, a written request for the delivery to the End-user of the then most recent back-up of Content. The Company shall use reasonable commercial endeavours to make available the back-up to the End-user within 30 days of its receipt of such a written request, provided that the End-user has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The End-user shall pay all reasonable expenses incurred by the Company in returning or disposing of Content; and

13.5.4. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

14. Force Majeure

The Company shall have no liability to the End-user under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the End-user is notified of such an event and its expected duration.

15. General

15.1. The End-user shall not, without the prior written consent of the Company assign, sub-License, delegate or transfer this Agreement or any of its rights under this Agreement to any other person, firm or company. The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, with or without notice to the End-user.

15.2. All notices to or by the respective Parties shall be in writing in the English language and shall be deemed to have been duly given when (a) delivered by hand, (b) posted by recorded delivery post (postage prepaid), (c) sent by reputable overnight courier (d) sent by fax or (e) sent by email to the party to which such notice is required to be given under this Agreement addressed to the parties as provided for in this Agreement; or to such other address, fax number or email address as either party may subsequently notify to the other in writing.

15.3. Failure or neglect by the Company to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Company's rights pursuant to this Agreement nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Company's rights to take subsequent action.

15.4. This Agreement supersedes any arrangements, understandings, promises or agreements made or existing between the parties prior to the signing of this Agreement that constitutes the entire understanding between the parties hereto. Except as otherwise provided in this Agreement, no addition, amendment or modification of this

Agreement shall be effective unless it is in writing and signed by and on behalf of each party by a director or such other duly authorised officer as the case may be.

15.5. In the event that any or any part of the terms, conditions or provisions contained in this Agreement or any Schedule hereto shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall to that extent be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

16. Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties agree that any dispute relating to its terms or subject matter shall be subject to the exclusive jurisdiction of the Irish courts.

17. Interpretation

In this Agreement (except where the context otherwise requires): (a) any reference to a Clause or Schedule is to the relevant Clause or Schedule of or to this Agreement; (b) the Clause headings are included for convenience only and shall not affect the interpretation of this Agreement; (c) use of the singular includes the plural and vice versa; (d) use of any gender includes the other genders; (e) any reference to "persons" includes individuals, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality); (f) any reference in this Agreement to any statute, statutory provision, subordinate legislation, code or guideline ("legislation") shall be construed as referring to such legislation as the same may from time to time be amended, modified, extended, varied, superseded, replaced, substituted or consolidated; (g) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any references to this Agreement includes the Schedules.

SCHEDULE 1

Processing, Personal Data & Data Subjects

1. Subject Matter	
The Personal Data is the subject matter of the Processing in accordance with this Agreement.	
2. Nature	
The storage and processing of the Personal Data via the Software.	
3. Purpose	
The Company will Process Data on behalf of the End-user in relation to the provision of the Services.	
4. Type of Personal Data	
4.1 Personal Data	The Personal Data as entered from time to time by the End-user into the Software, including files uploaded to the Software by the Company on request by the End-user.
4.2 Special Categories of Personal Data	Any special categories of personal data as entered from time to time by the End-user into the Software.
5. Categories of Data Subjects	
Data subjects as identified via the personal data entered into the Software by the End-user.	

PRIVACY & COOKIES POLICY

EVEARA, a limited company with offices at Office 2, A1, Fota Business Park, Carrigtwohill, Co. Cork, T45NX97, Ireland (the "**Company, we, us, our**") provides a digital music distribution platform together with related software, products and/or services (the "**Platform**").

Your access to the Platform may be via a third party website. This Privacy Statement relates only to the processing by the Company as Controller of Personal Data (as defined below) in that context and does not relate to the processing of Personal Data in the context of any websites through which the Platform is accessed, which may be accessed from the Platform, or to which the Platform otherwise relates ("**Linked Websites**").

The Company, through its Platform, uploads data provided by you, including and without limitation music recordings, images, video, podcasts, metadata, names, photographs and likenesses, artwork images and biographical information, as well as lyrics and text, etc. ("**Content**") to digital services providers such as music download portals, music and video streaming services, mobile music platforms, digital (and terrestrial) radio stations and television networks and mobile networks that enable purchasing streaming or downloading content ("**Consumer Stores**").

The Company uses your information ("**Personal Data**") in line with applicable data protection and privacy laws, including the European Union General Data Protection Regulation (together "**Data Protection Laws**"). This Privacy Statement (the "**Statement**") sets out the basis on which we use, process, store or disclose any Personal Data detailed below that we collect from you or that you provide to us through the Website and/or Platform. The information provided by you will be held by us as a controller.

This Statement, together with our [Cookies Policy](#) applies to your use of the Platform.

1. OVERVIEW OF THE PERSONAL DATA WE PROCESS

We **collect and process** the following Personal Data from you:

Content Information	When uploading Content to the Platform, Personal Data is collected from you by the Company. This may include information contained in or relating to: <ul style="list-style-type: none">• music recordings, images, video, podcasts, metadata, names, photographs and likenesses, artwork images and biographical information, as well as lyrics and text, etc.; and• analytical data, including and without limitation data concerning the sale, streams and interactions by customers of Consumer Stores with the Content.
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Device Information	When using the Platform, Personal Data is collected from you by the Company. This may include information about: <ul style="list-style-type: none">• your device browser, including your IP address; the type of device you used to access the internet; whether you reached the Platform using a search engine or if you clicked a link on another website; and other information derived from cookies used on the Platform; and• details of your visits to the Platform such as traffic data, location data and linked websites that you can access through the Platform or through which the Platform is accessed (including and without limitation, third party websites).
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You **can choose to provide us** with the following Personal Data:

Contact and Payment Information	You may choose to give us Personal Data such as: <ul style="list-style-type: none">• your first name, last name, e-mail, address, city, country, postcode/zipcode (together "Contact Information"); and
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	<ul style="list-style-type: none"> • bank/online payment providers (for example, PayPal, Stripe, Payoneer, etc.) ("Payment Information") account details, personal and/or tax identification number and other details when setting up an account, submitting Content through the Platform or by e-mailing us. Please note that if you choose not to share this Personal Data, you may not be able to avail yourself of the Company's services and/or Platform.
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We may obtain the following Personal Data about you from other third parties:

Third Party Information	We may receive limited information about you from our authorised distributors, partners or social media platforms, such as Facebook, Instagram, WhatsApp, Twitter, SnapChat, LinkedIn, etc., when you interact with us via such platforms. This includes information such as details of how you shared our Platform via the social media resources on the Platform.
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2. HOW AND WHY WE USE YOUR PERSONAL DATA

The following table details the legal basis and the purposes for which we process your Personal Data:

LEGAL BASIS & PURPOSES		
Legal Basis	Purpose(s)	Personal Data Processed
Contract It is necessary to process these Personal Data to enter into and perform our contract with you regarding your use of the Platform as set out in the End User Agreement.	Access to the Platform <ul style="list-style-type: none"> • To provide you with access to the Platform and to allow you to use the Platform. • To provide you with our services, or those of our authorised distributors or partners, as appropriate. • To sell, copy, display, distribute and otherwise exploit the Content by all means and media (whether now known or existing in the future) through any and all Consumer Stores or the Platform. • To pay you and to collect fees. 	<ul style="list-style-type: none"> • Device Information • Contact Information • Payment Information • Content Information
Legitimate Interests It is necessary for the purpose of our legitimate interests to collect and process these Personal Data for the purposes of improving and monitoring Platform efficiency and enhancing your use of the Platform, to respond to any queries or requests submitted by you regarding the Website submitted by you to the Company and to improve our service quality.	Improving Platform Functionality & Efficiency <ul style="list-style-type: none"> • To provide, improve, test and monitor the effectiveness of the Platform. • To monitor metrics such as total number of visitors, traffic data and demographic patterns. Responding to queries <ul style="list-style-type: none"> • To process and respond to any enquiries or requests such as customer support you submit to us by email. Promotional or Marketing materials <ul style="list-style-type: none"> • To provide you with information in relation about our events programme, general news from the Company, signing up to receive discounts and other communications from the Company deemed to be of probable interest (please note that you may opt-out of receiving such marketing information by contacting us at email@eveara.com). 	<ul style="list-style-type: none"> • Device Information • Contact Information • Third Party Information • Content Information
Consent Generally, we do not rely on consent as a legal basis for processing your personal data. You have the right to withdraw consent to marketing by contacting us at any time.	Third Party Direct Marketing <ul style="list-style-type: none"> • Subject to receiving your consent, we may facilitate third party directing marketing communications to you via email or text message. 	<ul style="list-style-type: none"> • Contact Information
Compliance with Legal Obligations We may process your Personal Data where it is necessary to comply with legal obligations to which we are subject.	<ul style="list-style-type: none"> • To comply with the Consumer Information Regulations; • To comply with any applicable legal obligation, court order, summons, search warrants or any other legal or regulatory obligation or request to which EVEARA is subject. 	<ul style="list-style-type: none"> • Device Information • Contact Information • Payment Information • Content Information • Third Party Information

<p>To Defend, Establish or be a Party to Legal Claims</p> <p>We may process your Personal Data as necessary in order for us to establish, investigate, exercise or defend a legal claim to which you are a party.</p>	<ul style="list-style-type: none"> • To investigate, establish, exercise or defend a legal claim. 	<ul style="list-style-type: none"> • Contact Information • Device Information • Third Party Information • Content Information • Payment Information
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3. WHO WE SHARE YOUR PERSONAL DATA WITH

We will disclose your Personal Data to some or all of the following recipients:

RECIPIENT(S)
<p>Group Companies</p> <ul style="list-style-type: none"> • Members and shareholders of the Company Group. • Internal business units within the Company Group.
<p>Our Authorised Distributors and Partners</p> <ul style="list-style-type: none"> • In order to fully provide you with the benefits of our Platform and distribute the Content as per the End User Agreement.
<p>Consumer Stores and Banks/Online Payment Providers</p> <ul style="list-style-type: none"> • In order to fully provide you with the benefits of our Platform and distribute the Content as per the End User Agreement.
<p>Other Recipients</p> <ul style="list-style-type: none"> • Regulatory authorities and law enforcement agencies (where we are under a duty to disclose or share your Personal Data in order to comply with any legal or regulatory obligation or request). • To protect the rights, property or safety of the Company Group, our customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction. • External advisors, e.g., lawyers, accountants and auditors (as necessary to protect the Company's legitimate and legal interests in the performance of business/financial affairs). • We may share your Personal Data with our current and future affiliated companies and business partners, including if we should be involved in a merger, asset sale or other business reorganisation. We may also share or transfer your Personal Data with any potential successors. • Service providers for logistical and IT service purposes, and to provide support services such as customer service infrastructure.

4. TRANSFERS OF YOUR PERSONAL DATA

Your Personal Data may be stored and transferred outside the European Economic Area ("EEA"). We only transfer your Personal Data outside the EEA where the EU Commission has decided that the third country in question ensures an adequate level of protection in line with EU data protection standards (i.e., that an adequacy decision has been granted in the country's favour) or there are appropriate safeguards in place to protect your Personal Data. If you would like to find out more about the appropriate safeguards that we have in place to govern the transfer of your Personal Data, you can contact us at email@evara.com.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will always do our best to protect your Personal Data, we cannot guarantee the security of any information you transmit to us; any transmission is at your own risk. Once we have received your information, we will endeavour to use strict procedures and security features to try to prevent unauthorised access.

5. LINKED WEBSITES

The Platform may operate under, or be accessed from other websites, and may provide access to other websites. The Company is not responsible for the privacy statements or practices on Linked Websites. This Statement governs only information collected on the Platform. When accessing Linked Websites, you should read the privacy statement published on the relevant Linked Website. The terms of our Statement do not apply to Linked Websites. Please check these statements before you submit any Personal Data to Linked Websites.

We accept no liability in connection with any Linked Website, or any contract entered into with any third party on or through a Linked Website.

6. HOW LONG WE KEEP YOUR PERSONAL DATA FOR

In general, we will keep your Personal Data for as long as is necessary for the purposes for which it was obtained from the date of collection or, where you enter into a contractual arrangement with us, following the end of the performance of our contract (which may be up to 7 years in some cases).

Please note that in certain circumstances, we may hold your data for a longer period, for example, if we are processing an ongoing claim or believe in good faith that the law or a relevant regulator may reasonably, in our view, expect or require us to preserve your Personal Data.

7. YOUR RIGHTS AND HOW TO EXERCISE THEM

You have a number of rights in relation to your Personal Data under the Data Protection Laws as set out in the table below. In particular, these rights include the right to object to processing of your Personal Data where that processing is carried out for our legitimate interests. **Note that in certain circumstances these rights might not be absolute.**

Right	Further Information
Right of Access	You have the right to request a copy of the Personal Data held by us about you and to access the information which we hold about you. We will charge you for making such an access request where we feel your request is unjustified or excessive.
Right to Rectification	You have the right to have any inaccurate Personal Data which we hold about you updated or corrected.
Right to Erasure	In certain circumstances, you may also have your Personal Data deleted, for example if you exercise your right to object (see below) and we do not have an overriding reason to process your Personal Data or if we no longer require your Personal Data for the purposes as set out in this Privacy Statement.
Right to Restriction of Processing	You have the right to ask us to restrict processing your Personal Data in certain cases, including if you believe that the Personal Data we hold about you is inaccurate or our use of your Personal Data is unlawful. If you validly exercise this right, we will store your Personal Data and will not carry out any other processing until the issue is resolved.
Right to Data Portability	You may request us to provide you with your Personal Data which you have given us in a structured, commonly used and machine-readable format and you may request us to transmit your Personal Data directly to another controller where this is technically feasible. This right only arises where we process your Personal Data on the legal basis of your consent or where it is necessary to perform our contract with you.
Right to Object	You have a right to object at any time to the processing of your Personal Data where we process your Personal Data on the legal basis of pursuing our legitimate interests.

You can exercise any of these rights by submitting a request to email@eveara.com.

We will provide you with information on any action taken upon your request in relation to any of these rights without undue delay within 1 month of receiving your request. We may extend this up to 2 months if necessary; however, we will inform you if this arises. Please note that we may ask you to verify your identity when you seek to exercise any of your data protection rights.

Our lead regulatory authority under data protection legislation is the Data Protection Commission, which is based in Ireland. You have the right to lodge a complaint with the Data Protection Commission. For further information, see www.dataprotection.ie or contact the Data Protection Commission at info@dataprotection.ie. You also have the right to lodge a complaint with the data protection authority in your European Union country of residence. You can find their contact details here: https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm.

8. CHANGES TO THIS STATEMENT & QUESTIONS

This Statement will be regularly reviewed and may be amended and updated from time to time as necessary.

If you have any questions, comments or concerns about the way your Personal Data are being used or processed by the Company, please submit your question, comment or concern in writing to email@eveara.com.

9. COOKIES POLICY

This is the Cookie Policy for EVEARA, accessible from www.eveara.com.

What Are Cookies

As is common practice with almost all professional websites, this site uses cookies, which are tiny files that are downloaded to your computer, to improve your experience. This page describes what information they gather, how we use this information and why we sometimes need to store these cookies. We will also share how you can prevent these cookies from being stored; however, this may downgrade or 'break' certain elements of the site's functionality.

For more general information on cookies, see the Wikipedia article on HTTP Cookies.

How We Use Cookies

We use cookies for a variety of reasons detailed below. Unfortunately, in most cases, there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that you leave on all cookies if you are not sure whether you need them or not, in case they are used to provide a service that you use.

Disabling Cookies

You can prevent the setting of cookies by adjusting the settings on your browser (see your browser "Help" for how to do this). Be aware that disabling cookies will affect the functionality of this and many other websites that you visit. Disabling cookies will usually result in also disabling certain functionality and features of this site. Therefore, it is recommended that you do not disable cookies.

The Cookies We Set

- Account related cookies

If you create an account with us, then we will use cookies for the management of the signup process and general administration. These cookies will usually be deleted when you log out; however, in some cases, they may remain afterwards to remember your site preferences when you are logged out.

- Login related cookies

We use cookies when you are logged in so that we can remember this fact. This prevents you from having to log in every single time you visit a new page. These cookies are typically removed or cleared when you log out to ensure that you can only access restricted features and areas when logged in.

- Email newsletters related cookies

This site offers newsletter or email subscription services and cookies may be used to remember if you are already registered and whether to show certain notifications which might only be valid to subscribed/unsubscribed users.

- Orders processing related cookies

This site offers e-commerce or payment facilities and some cookies are essential to ensure that your order is remembered between pages so that we can process it properly.

- Surveys related cookies

From time to time, we offer user surveys and questionnaires to provide you with interesting insights, helpful tools or to understand our user base more accurately. These surveys may use cookies to remember who has already taken part in a survey or to provide you with accurate results after you change pages.

- Forms related cookies

When you submit data through a form such as those found on contact pages or comment forms, cookies may be set to remember your user details for future correspondence.

- Site preferences cookies

In order to provide you with a great experience on this site, we provide the functionality to set your preferences for how this site runs when you use it. In order to remember your preferences, we need to set cookies so that this information can be called whenever you interact with a page that is affected by your preferences.

Third Party Cookies

In some special cases, we also use cookies provided by trusted third parties. The following section details which third party cookies you might encounter through this site.

- This site uses Google Analytics which is one of the most widespread and trusted analytics solution on the web for helping us to understand how you use the site and ways that we can improve your experience. These cookies may track things such as how long you spend on the site and the pages that you visit so that we can continue to produce engaging content.

For more information on Google Analytics cookies, see the official Google Analytics page.

- Third party analytics are used to track and measure usage of this site so that we can continue to produce engaging content. These cookies may track things such as how long you spend on the site or pages you visit, which helps us to understand how we can improve the site for you.
- From time to time, we test new features and make subtle changes to the way the site is delivered. When we are still testing new features, these cookies may be used to ensure that you receive a consistent experience whilst on the site, whilst ensuring we understand which optimisations our users appreciate the most.
- As we sell products, it is important for us to understand statistics about how many of the visitors to our site actually make a purchase, and as such, this is the kind of data that these cookies will track. This is important to you as it means that we can accurately make business predictions that allow us to monitor our advertising and product costs to ensure the best possible price.
- The Google AdSense service we use to serve advertising uses a DoubleClick cookie to serve more relevant ads across the web and limit the number of times that a given ad is shown to you.

For more information on Google AdSense see the official Google AdSense privacy FAQ.

- We use advertisements to offset the costs of running this site and to provide funding for further development. The behavioural advertising cookies used by this site are designed to ensure that we provide you with the most relevant advertisements where possible by anonymously tracking your interests and presenting similar things that may be of interest.

If you are still looking for more information, you can contact us at email@eveara.com.