

OYSTER ORDER FORM

Oyster Unipessoal Lda (hereafter “Oyster”) with registered offices at Rua Ribeira das Vinhas 259, 1º Esq, 2750-477 Cascais, Portugal agrees to license use of its proprietary ERP platform to with registered offices at (hereafter “.....”). License payments will be completed unconditionally monthly in advance for the contract as follows. Payments will be completed by the 5th of the preceding month:

Licensee	
Licensee Address	
ERP Provider	
ERP Provider Address	
Package	
Monthly License / user	
Number of initial users	
Structural Development (if any)	
Additional Modules	
Term	
Work commencing	
Licensee signature	
Oyster signature	

Oyster’s Pearls - Terms of Use

These Terms of Use, together with the applicable **Order Form**, set out the basis on which **Oyster** provides access to its platforms and services.

1. Scope of Services & Bespoke Work

The services provided under this Agreement are limited to those expressly set out in the applicable **Order Form** prior to Go-Live and any **Work Order** agreed in writing during the contract lifespan.

Any additional modules, functionality, configuration, integrations, reports or other services not expressly included shall be treated as **Bespoke Work**.

Bespoke Work will be subject to a separate written **Statement of Work or Change Order**, agreed by both parties, which will specify the scope, estimated timeline and applicable fees. Fees will be charged on the basis set out in the relevant Statement of Work or Change Order.

Oyster will not charge additional fees for overruns that arise solely due to Oyster's failure to deliver the agreed scope. Any changes to scope, assumptions, dependencies, data inputs, third-party systems or Licensee requirements may result in revised timelines and/or additional fees.

1. Definitions:

Affiliates means in relation to any company: (a) any subsidiary or holding company of such company or any subsidiary of such holding company; or (b) any other entity controlling or controlled by such company.

Agreement means collectively the Order Form and these Terms of Use (as may be amended from time to time upon mutual consent of the parties).

Oyster means Oyster Unipessoal Lda, Oysternetwork and "we", "our" or "us" shall be construed accordingly.

License means a paid for right to use a Pearl for a contracted period of time.

Licensee means you and the company registered as a paid up holder of an Oyster License.

Pearl refers to a micro-site constructed, branded and maintained for the Licensee by Oyster.

Oyster content means any data, images, graphics, information, statements, Intellectual Property or other material (regardless of form or media) created by Oyster for use in conjunction with the Oyster Platform, Micro-Site and Service.

Micro-site means the white label platform carrying the Licensee's branding / house style provided to the Licensee under the terms of this contract / Order Form.

Oyster Service means the service pursuant to which we make the Oyster micro-site available to you.

Effective date means the earlier of the effective date specified in your Order Form or first access to the Oyster Service or micro-site.

Fees means the amounts payable by you as specified in your Order Form.

Go Live means the date & time that a Micro-site is made publicly open for individuals to enter or interact with. In case of doubt the time of the first entry or interaction made by an individual not in the employ of either Oyster or the Licensee.

Handover means when the Licensee is handed full control of the system and access codes and must complete its first license payment

Initial Term has the meaning given to it in your Order Form.

Renewal Period has the meaning given to it in the Order Form.

Term means the Initial Term and any subsequent Renewal Period or either of them as the context so requires.

Proprietary information is defined as information which the disclosing party at the time of disclosure identifies in writing as Proprietary Information by means of a proprietary legend, marking, stamp or other positive written notice identifying the information to be proprietary.

Intellectual Property means patents, trade marks, service marks, trade names (including internet domain names and e-mail address names), logos, copyrights, authors rights, moral rights, know-how, rights in look and feel, database rights, rights in designs and inventions and all or any similar or equivalent rights arising or subsisting in any jurisdiction, whether or not any of the foregoing are registered, including without limitation the right to apply for registrations, renewals or extensions in respect of any of the foregoing.

User(s) means you and/or those of your individual employees, agents or contractors who have been issued User IDs and passwords and are authorised by Oyster to access the Oyster Service.

Work Order means a written document agreed by both parties describing specific services, scope and deliverables.

Bites are the individual independent modules that deliver functionality supplemental to the original functionality in the initial Bites license.

You means the natural person or legal entity specified on the Order Form subscribing to the Service provided under this Agreement on behalf of itself and/or the Users and 'your' shall be construed accordingly.

2. Oyster Grant of Rights

Subject to payment of the applicable Fees, Oyster grants the Licensee a **non-exclusive, non-transferable right** to access and use the Platform for internal business purposes during the Term.

The Licensee agrees to use the Platform in accordance with this Agreement and all applicable laws.

3. Licensee Obligations

The Licensee is responsible for:

- I. Providing and maintaining its own network connectivity and internet access.
- II. Ensuring that all content uploaded to the Platform is lawful and does not infringe third-party rights.
- III. Ensuring Users comply with these Terms of Use.
- IV. Oyster is not responsible for issues arising from the Licensee's systems, internet connectivity or third-party services.
- V. You, as the licensee, shall be solely responsible for procuring and maintaining network connections and telecommunications links from your systems to the Oyster Platform and Service and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections, telecommunications links or caused by the internet.
- VI. You shall ensure that Your Content shall not (and shall take reasonable steps to that the use of the Pearl shall not) contain any viruses or any material which is libellous or slanderous;
- VII. You shall not use or permit anyone to use the Platform or Service for any unlawful purpose.
- VIII. Oyster's cloud servers shall store the data in relation to each License for a period as defined in the Order Form following the expiry of a Campaign during which time you may be entitled to request a CSV file of the Entrant Content. In the event of any loss or damage to Entrant Content, your sole and exclusive remedy shall be for Oyster to use reasonable commercial endeavours to restore the lost or damaged Entrant Content from the latest back-up of such Entrant Content maintained by Oyster. Oyster shall not be responsible for any loss, destruction of the Entrant Content or any alteration or disclosure of the Entrant Content by a third party.
- IX. The Licensee acknowledges that Oyster requires proper domain authentication in order to generate emails on behalf of the Licensee. As a condition of using any email-related functionality of the Platform, the Licensee shall:
 - a. Implement and maintain valid **SPF, DKIM, and DMARC** DNS records for any domain used to send emails through or in connection with the Oyster Platform.
 - b. Ensure that its DMARC policy is configured in accordance with **applicable EU legal requirements**, including GDPR obligations relating to sender identity integrity, anti-spoofing protections, and secure processing of personal data.

- c. Either carry this out themselves or provide Oyster with the necessary DNS access or written technical confirmation to validate domain configuration prior to GoLive.
- d. Maintain such DNS records throughout the Term and promptly update them if required by changes in law, security standards, or Oyster's technical specifications.
- e. Oyster shall not be responsible for delivery failures, spam-filtering, blacklisting, reputational damage, or any other issues arising from the Licensee's failure to maintain compliant SPF/DKIM/DMARC configurations. The Licensee remains solely responsible for ensuring that its domain authentication policies comply with all applicable EU laws and industry standards relating to email security, identity validation, and anti-fraud measures.
- f. Where the Licensee fails to maintain compliant domain authentication, Oyster may suspend email-sending functionality until the issue is resolved. Such suspension shall not constitute a breach by Oyster, nor shall it affect the Licensee's obligation to pay Fees.

4. Storage of Information, Privacy Policy and Other Data.

- I. Oyster store all data collected through our Service in a secure cloud (such as Amazon RDS). We undertake to treat such data with due care and in accordance with the provisions of applicable Data Protection legislation and certifications. Oyster may only use such data for the performance of our obligations under this Agreement and may not sell such data to third parties. Oyster's access to a system / data for maintenance and or otherwise must be with the express written consent of the licensee.
- II. There is no obligation to renew, however if you choose not to renew, all data and media stored in your Account will be subject to deletion according to our current data storage policy 60 days after the effective date of termination.
- III. The Licensee remains responsible for the lawfulness of any personal data it collects or uploads to the Platform, including obtaining required consents.
- IV. The obligation to protect Proprietary Information, and the liability for unauthorized disclosure or use of Proprietary Information, shall not apply with respect to such information which is now available or becomes available to the public without breach of this Agreement;
- V. "Protected information" shall be the client's own responsibility and / or liability. Due to the segregated nature of the system from clients "protected information", Oyster shall not be held liable for theft, damage or loss of protected data. Access shall be granted to the provider only when authorized by the client.
- VI. Oyster will provide means by which the client if of sufficient authorisation within the client's hierarchy can manage "Protected information" by means of having 24/7 access to automated time-logged backups and downloads.
- VII. Oyster by this accepts no liability towards business lost by its clients due to any downtime of the system as information will be maintained / managed and accessible locally by the client.
- VIII. If data is not held on an Oyster managed server then that is no longer Oyster responsibility and does not remain within Oyster's own compliance protocols for GDPR and other governmental regulations. The licensee therefore in taking this decision assumes all responsibility for compliance and data integrity, protection and security.
- IX. Neither party shall export, directly or indirectly, any Proprietary Information disclosed under this Agreement to any third party. The Receiving Party shall first obtain the written consent of the Disclosing Party prior submitting any request to export any such Proprietary Information.

5. Third Party Websites / Apps / Technology

- I. Use of the Oyster Service may lead you, your Users and clients (via a hyperlink or otherwise) to websites or technology owned or operated independently by third parties. Such Third Party materials are governed by their own technologies, terms and conditions and privacy policies. Oyster makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of or communication with or between any Third Party or any transactions completed and any contract entered into by you, the Users or any party with any such third party. Any contract entered into or any transaction completed via any Third Party Website is between the relevant party and the relevant third party and not Oyster. Oyster will not endorse or approve any Third Party materials nor the content of any of the Third Party Website made available via the Service. You acknowledge that Oyster shall not be in anyway responsible for any access to, from or use of such Third Party Websites or any related products or services available through such sites and you further agree to communicate this to Users.

6. Fees

- I. Fees are payable in accordance with the applicable Order Form and are exclusive of applicable taxes.
- II. Fees are payable in advance unless otherwise stated. Oyster may revise Fees upon renewal by providing at least thirty (30) days' prior written notice.

7. Intellectual Property

- I. All Intellectual Property rights in and to the Platform, Services and Oyster Content remain the exclusive property of Oyster. The Licensee shall not copy, modify, distribute, sell, sublicense, reverse engineer or create derivative works of the Platform or any part thereof, except as expressly permitted under this Agreement.
- II. Any material breach of this clause shall constitute a material breach of the Agreement entitling Oyster to terminate the Agreement and pursue any remedies available at law or equity, including injunctive relief and damages.
- III. This Agreement grants a right to use the Platform only and does not transfer ownership of any intellectual property to the Licensee.
- IV. Except as expressly provided herein neither the execution and delivery of this Agreement, nor the furnishing of any Proprietary Information shall be construed as granting either expressly or by implication, estoppel or otherwise, any license under any invention, improvement, discovery or patent now or hereafter owned or controlled by a party disclosing Proprietary Information hereunder.

8. Limitation of Liability and Disclaimer of Warranties

- I. To the fullest extent permitted by applicable law, Oyster warrants that the Services will be provided using reasonable skill and care consistent with generally accepted industry standards.
- II. Except as expressly stated in this Agreement, the Services, Platform and Oyster Content are provided “as is” and “as available”, and Oyster disclaims all other warranties, conditions and representations, whether express, implied or statutory, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement.
- III. Oyster does not warrant that the Services will be uninterrupted, error-free, or that use of the Services will achieve any specific business, financial, or regulatory result. Any decisions relating to automation, tax treatment, or regulatory compliance made using the Platform remain the responsibility of the Licensee.
- IV. To the fullest extent allowed by applicable law, in no event shall either party be liable for loss of business, revenue, profit or data, interruption of business, or for any special, indirect, exemplary, consequential, incidental or punitive damages of any kind, regardless of theory of liability, arising from or relating to this agreement or the subject matter hereof, even if oyster had been advised of the possibility of such damages.
- V. Oyster’s total aggregate liability arising under this Agreement shall not exceed the Fees paid by the Licensee in the six (6) months preceding the event giving rise to the claim.

9. Indemnification

- I. By You: You agree to defend, indemnify and hold harmless Oyster and its officers, directors, employees and agents (each an Indemnified Party) from and against any liability, damage, loss or cost (including without limitation reasonable legal fees, using counsel reasonably acceptable to the Indemnified Party) arising out of or related to any unauthorised use of the Service, Platform, Your Content or any breach of the provisions of this. You shall have the reasonable right to control the defence and settlement of any such claim, lawsuit or proceeding (subject to the right of the Indemnified Party to participate at its own expense and option) provided that you shall not settle any claim or action in a manner that would impose any obligation on an Indemnified Party without such party’s prior written consent (which shall not be unreasonably withheld or delayed).
- II. By Oyster: Oyster agrees to defend, indemnify and hold harmless you and your officers, directors and Users (each an Indemnified Party) from and against any liability, damage, loss or cost (including without limitation reasonable legal fees, using counsel reasonably acceptable to the Indemnified Party) incurred by you or any User as a result of any third party claim or action that permitted use of the Service, Platform or Oyster Content infringes that party’s Intellectual Property rights. Oyster shall have the right to control the defence and settlement of any such claim, lawsuit or proceeding (subject to the right of the Indemnified Party to participate at its own expense and option) provided that Oyster shall not settle any such claim, lawsuit or proceeding which would impose any obligation on an Indemnified Party without such party’s prior written consent (which shall not be unreasonably withheld or delayed).
- III. In no event shall Oyster be liable to the extent that the alleged infringement is based on:
 - a. a modification of the Service or Platform by anyone other than Oyster; or
 - b. a modification commissioned by the Licensee; or
 - c. usage of the Service or Platform in a manner contrary to the instructions given by Oyster; or
 - d. continued use of the Service or Platform after the Licensee receive notice of an alleged or actual infringement from Oyster or any appropriate authority.
 - e. The foregoing states the entire liability of Oyster to you or any other Indemnified Party with respect to Intellectual Property right infringement and you expressly waive any other claims for indemnity from Oyster.

10. Order of Precedence

This Agreement consists of the Order Form, these Terms of Use, and any Statements of Work or Change Orders expressly incorporated by reference. In the event of any inconsistency or conflict between such documents, the following order of precedence shall apply (a) the Order Form;
(b) any applicable Statement of Work or Change Order;
(c) these Terms of Use.

Any other documents, policies, or materials referenced are incorporated for convenience only and shall not modify or override this Agreement unless expressly stated.

11. Term & Termination

- I. This Agreement shall have an initial term as stated in the Order Form from the date hereof.
- II. This Agreement may in any event be terminated at any time by any party by giving 30 days’ notice in writing to the other parties of its termination, which shall be effective at the end of such 30 days notice period. Termination shall not, however, affect the rights and obligations contained herein with respect to Proprietary Information disclosed hereunder prior to termination.
- III. Upon termination of this Agreement each party will, within a reasonable period time thereafter, return all Proprietary Information received from the other party and copies made thereof by the receiving party under this Agreement, or certify by written memorandum that all such Proprietary Information has been destroyed except that each party may retain an archived copy to be used only in case of a dispute concerning this Agreement.
- IV. Either party may terminate this Agreement immediately in the event of a material breach by the other party if such breach remains uncured for a period of fifteen (15) calendar days following written notification to the party in breach. Notwithstanding the foregoing, Oyster may terminate the Agreement immediately upon discovery of any wilful or reckless breach of the provisions of this Agreement. Oyster also reserves the right to terminate this Agreement in the event that you (i) become insolvent; (ii) fail to pay your debts as they fall due or (iii) make a general assignment for the benefit of creditors.
- V. Oyster shall not refund any portion of the Fees or other amounts already paid by you at the time of termination, save in the case of your termination for our continued uncured material breach.
- VI. Where the Licensee terminates for convenience after the first six (6) months, a cancellation fee equal to fifty percent (50%) of

- the remaining Fees may apply.
- VII. This Agreement shall continue in full force and effect in the event of any merger, acquisition, reorganisation, or change of control of Oyster, and shall bind any successor entity.
 - VIII. In the event that Oyster becomes insolvent, enters administration, or is subject to bankruptcy proceedings, Oyster shall use commercially reasonable efforts, and shall procure that any successor or administrator uses commercially reasonable efforts, to continue providing the Services for the remainder of the then-current Term, subject to applicable law and the Licensee's continued payment of Fees.
 - IX. The Licensee acknowledges that service continuity in such circumstances may be subject to legal, regulatory, or operational constraints beyond Oyster's reasonable control.
 - X. Oyster maintains internal business continuity and disaster recovery procedures designed to support the ongoing operation of the Services.
 - XI. All provisions that logically ought to survive termination of this agreement shall survive.

12. Miscellaneous

- I. Neither party may assign or transfer this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement in connection with a merger, acquisition, corporate reorganisation or sale of substantially all of its business or assets upon written notice to the other party.
- II. Oyster shall use commercially reasonable efforts to minimise disruption arising from Bespoke Work. Oyster shall not be liable for indirect or consequential impacts arising from Bespoke Work, provided that nothing in this clause limits Oyster's obligations to deliver the agreed scope in accordance with the applicable Statement of Work Order.
- III. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Force Majeur

- I. Oyster shall not be in breach of this Agreement or otherwise liable to you for any delay in performance or non-performance under this Agreement if such delay is due to any event or circumstance beyond its reasonable control including acts of God or nature, failure or shortage of power supplies, acts or omissions of government or other authorities or any telecommunications carrier, operator or administration or internet service provider, war, act of terrorism, riot, trade dispute, lock-out or labour disturbance. In the event that such a circumstance continues for a period of one month or more, then Oyster may terminate this Agreement by giving 30 days' notice in writing to you.
- II. Equitable Relief: Both parties agree that monetary damages alone might not be a sufficient remedy for any breach of this Agreement and acknowledge that an aggrieved party shall be entitled to seek injunctive relief as a remedy for any breach. Such remedy will not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity to the aggrieved party.
- III. Notices: Each party may communicate with each other and send notices under this Agreement to the other party using the address details specified in the Order Form (including, for the avoidance of doubt, any e-mail address specified). Any communication or notice given pursuant to clause 15 shall be in writing.

14. General

This Agreement constitutes the entire agreement between the parties and is governed by **Portuguese law**. Any amendments must be agreed in writing by both parties.

Licensee signatory	Oyster signatory
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Signature	Signature