

Exhibit 3. UK SPECIFIC TERMS

1. REPRESENTATIONS AND WARRANTIES

1. Each Party represents and warrants that (i) it has the full right, power, and authority to enter into and perform its obligations under this Agreement, (ii) entering into or performing its rights and obligations under this Agreement will not violate any agreement it has with a third party, (iii) its performance hereunder will comply all applicable Laws and regulations, including without limitation any anti-bribery and anticorruption law.
2. Each Party will use industry standard processes and tools designed to avoid introducing any disabling code or instructions, timer, clock, counter or other limiting design or routing or any known viruses, worms, trap doors, time bombs, logic bombs, Trojan horses, or similar items capable of altering, deleting or interfering with any data, information, software or subsystems into any other systems or products of CoreMedia or Subscriber (collectively, "Malicious Code"). For the avoidance of doubt, any mechanism designed to protect against the unauthorized access or use of, or security of any such any data, information, software or subsystems into any other systems or products is not considered Malicious Code.
3. Each Party represents, warrants, and covenants that it and each of its Affiliated Companies and their respective agents and subcontractors: (i) use and will continue to use commercially reasonable efforts to ensure that there is no slavery, human trafficking, and/or child or forced labor in any part of their respective businesses or supply chain; (ii) have not, and their respective directors, officers, and employees have not, been convicted of any offense involving slavery, human trafficking, and/or child or forced labor; and (iii) are not currently and have not in the past been the subject of any investigation, inquiry, or enforcement proceedings in relation to an alleged offense in connection with slavery, human trafficking, and/or child or forced labor.

2. DISCLAIMER

EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, ALL OTHER REPRESENTATIONS AND WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, QUALITY, NON-INTERFERENCE OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMED AND EXCLUDED FROM THE AGREEMENT. IN ADDITION,

COREMEDIA DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATIONS OR SERVICES OR THAT ALL DEFECTS WILL BE CORRECTED OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED ACCESS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING SENTENCE: (a) COREMEDIA DOES NOT MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE AVAILABILITY, RELIABILITY, SECURITY OR OPERATION OF THE INTERNET; AND (b) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, COREMEDIA IS NOT RESPONSIBLE FOR ANY FAILURE OF ANY COREMEDIA SOFTWARE, SYSTEMS OR SERVICES DUE TO THE UNAVAILABILITY, RELIABILITY, SECURITY OR OPERATION OF THE INTERNET.

3. LIABILITY

1. General Damages Cap. Each Party's aggregate monetary Liability under this Agreement will be limited to monetary damages not to exceed the amount of the lesser of (i) GBP 500,000 or (ii) the amount of the Fees paid by Subscriber during the twelve (12) months immediately preceding the event giving rise to the first such claim to occur (the "General Damages Cap").
2. Disclaimer of Consequential Damages. Except otherwise not permitted to be limited under applicable law, neither Party will be liable to the other Party hereto or any third party for any special, indirect, incidental, consequential, exemplary or punitive damages or for the loss of profits, business, revenues, goodwill, savings or customers, or for lost or damaged data, whether such Liability is predicated on contract, strict Liability or any other theory, and regardless, in each case, whether or not such damages were foreseeable or even if a Party has been advised of the possibility of such damages.
3. Exceptions to Limitations on Liability. Nothing in this Agreement excludes or limits either Party's Liability for:
 - a. death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;
 - b. its fraud or fraudulent misrepresentation;
 - c. its infringement of the other Party's Intellectual Property Rights;
 - d. its payment obligations under this Agreement; or
 - e. matters for which Liability cannot be excluded or limited under applicable law.
4. Duty to Mitigate. Each Party will have the duty to mitigate its damages for which another Party may become responsible.

4. INDEMNIFICATION

1. CoreMedia Indemnification. CoreMedia shall defend Subscriber from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) alleging that the Services infringe such third-party’s intellectual property rights and shall pay all amounts finally awarded by a court of competent jurisdiction or agreed to in settlement; provided that the foregoing obligation shall not apply with respect to any Third-Party Claim based in whole or in part upon: (i) CoreMedia’s compliance with Subscriber’s specifications; (ii) Subscriber’s use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by CoreMedia; or (iii) Third-Party Products. If the Services or any component thereof become, or in the opinion of CoreMedia are likely to become, the subject of a Third-Party Claim (each an “**Allegedly Infringing Item**”), then CoreMedia will use reasonable efforts, at its cost and expense, to: (a) procure for Subscriber the right to continue using the Allegedly Infringing Item at no additional cost to Subscriber; (b) replace or modify, in whole or in part, the Allegedly Infringing Item to make the Services no longer infringing; or (c) if neither (a) nor (b) are reasonably commercially available to CoreMedia and the Allegedly Infringing Item is a material part of the Services, either Party may terminate the Agreement, effective immediately on written notice, and CoreMedia will provide to Subscriber a refund of Fees prepaid for the remainder of the then-current Subscription Period.
2. Subscriber Indemnification. Subscriber shall indemnify and, at CoreMedia’s option, defend CoreMedia and its affiliates, and its and their respective employees, contractors, agents, representatives, successors, and assigns from and against any damages and costs resulting from a Third-Party Claim that the Subscriber Data, or any use of the Subscriber Data in accordance with this Agreement, infringes or misappropriates such third-party’s rights and any Third-Party Claims based on Subscriber’s or any use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by CoreMedia in writing or the Documentation.
3. Indemnity Procedures. The Party seeking indemnification (the “**Indemnified Party**”) will provide the Party from whom indemnification is sought (the “**Indemnifying Party**”): (i) prompt written of any Third-Party Claim (provided that the Indemnified Party’s failure to provide such notice will not relieve the Indemnifying Party of its obligations hereunder except to the extent material prejudice results from such failure); (ii) sole control over the defense and settlement of the Third-Party Claim as described above (provided that neither Party may settle any Third-Party Claim in a manner that imposes any obligation of any kind on the other Party without the other Party’s prior written consent, not to be unreasonably withheld, conditioned, or delayed); and (iii) all reasonable cooperation, at the Indemnifying Party’s request and expense, in the defense and settlement of the Third-Party Claim.

4. Sole Remedy for IP Infringement. SECTION SETS FORTH COREMEDIA'S SOLE AND EXCLUSIVE LIABILITY, AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY CLAIM OF INFRINGEMENT OF A THIRD-PARTY'S INTELLECTUAL PROPERTY RIGHTS.

5. MISCELLANEOUS

1. Notices. All notices that are required or permitted under this Agreement may be sent via email to CoreMedia at info@coremedia.com and to Subscriber at [insert email address] with a copy sent by registered or certified mail (return receipt requested), personal delivery, overnight commercial carrier, to the other Party at the address set forth below:
 - The notice will be effective as of the date of delivery.
 - A Party may change the address at which it receives notice by giving notice to the other Party in accordance with this Section.
2. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, CoreMedia may assign this Agreement in its entirety without consent of Subscriber to one of its Affiliated Companies or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement. Any attempt by a Party to assign its rights or obligations under this Agreement other than as permitted by this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
3. Force Majeure. Neither Party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, pandemics, terrorism, riots, or war.
4. Subcontracting. CoreMedia may subcontract obligations under this Agreement but will remain liable to Subscriber for any subcontracted obligations.
5. No Agency. This Agreement does not create any agency, partnership, or joint venture between the Parties.
6. No Waiver. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
7. Severability. If any part of this Agreement is invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect.

8. No Third-Party Beneficiaries. This Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.
9. Equitable Relief. Nothing in this Agreement will limit either Party's ability to seek equitable relief.
10. Governing Law; Consent to Jurisdiction. In the event of a dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the LCIA Mediation Procedure, which Procedure is deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within 30 days of the appointment of the mediator, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The language to be used in the mediation and in the arbitration shall be English. The governing law of the contract shall be the substantive law of Great Britain. In any arbitration commenced pursuant to this clause, i. the number of arbitrators shall be one; and ii. the seat, or legal place, of arbitration shall be London, Great Britain.
11. Time to Bring Claims. Except for actions for non-payment or breach of CoreMedia's proprietary rights, the Parties must assert any claim under this Agreement no later than the end of the eighteen (18) month period that begins on the earlier to occur of (a) the effective date of the expiration or termination of this Agreement or (b) the date that the claim first accrued; and the Parties waive the right to file any such claim under any longer statute of limitations. The foregoing shall not apply to a party's indemnification obligations under this Agreement.
12. Headers. Headings and captions used in this Agreement are for reference purposes only and will not have any effect on the interpretation of this Agreement.