



Customer Advisory Program - Membership Terms

Version 1.0

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Customer Advisory Program Membership Terms

These Customer Advisory Program and Board Membership Terms ("**Membership Terms**") form part of the agreement between Titania Ltd ("**Titania**") and the organization identified as the licensee in the applicable Order ("**Licensee**"). They apply where the Licensee participates in Titania's Customer Advisory Program ("**CAP**") or joins Titania's Customer Advisory Board ("**CAB**").

These Membership Terms supplement the EULA and set out the additional terms applicable to participation in the CAP and CAB. Except as expressly stated in these Membership Terms, all other terms of the End User License Agreement ("**EULA**") continue to apply unchanged.

Where there is a conflict between these Membership Terms and the EULA in relation to CAP or CAB participation, these Membership Terms shall prevail to the extent of that conflict.

1. Definitions

The definitions used in these Membership Terms are set out below. Any term not defined here will have the meaning given elsewhere in the EULA:

"**CAB**" means Titania's Customer Advisory Board, a strategic advisory forum operated as part of the CAP.

"**CAP**" means Titania's Customer Advisory Program, the customer engagement program established by Titania to facilitate discussion, feedback and collaboration regarding Titania's products, services and related matters.

"**Meeting**" means any meeting, workshop, discussion forum, virtual session or other engagement activity conducted by Titania as part of the CAP or CAB.

"**Member**" means an individual nominated by the Licensee and approved by Titania to participate in the CAP on behalf of the Licensee.

"**Board Member**" means a Member approved by Titania to participate in the CAB

2. Nature of the Program

2.1. The CAP is a customer engagement program established by Titania to facilitate discussion, collaboration and feedback regarding Titania's

products, services, industry developments and other topics relevant to Titania, its customers and its partners.

- 2.2. For Participation in the CAP and CAB is voluntary. Members and Board Members participate on behalf of the Licensee and are responsible for ensuring that their participation complies with any applicable internal policies or requirements of the Licensee.
- 2.3. Participation in the CAP or CAB is unpaid and does not entitle the Licensee, any Member or any Board Member to any compensation, remuneration or other financial benefit.
- 2.4. Participation in the CAP or CAB does not create any partnership, joint venture, agency, fiduciary, employment or other similar relationship between Titania, the Licensee, any Member or any Board Member.

3. Membership

- 3.1. Participation in the CAP and CAB is by invitation only and is granted at Titania's discretion. Titania may establish and amend eligibility and participation criteria for the CAP and CAB from time to time.
- 3.2. Membership is held by the Member or Board Member in their capacity as a representative of the Licensee and may not be assigned or transferred to another individual without Titania's prior approval.
- 3.3. The CAP is intended to support engagement with a broad range of customer and partner representatives, including technical users, operational stakeholders, strategic decision-makers and other individuals selected by Titania.
- 3.4. The CAB is a smaller strategic advisory forum within the CAP comprising selected Board Members invited by Titania to participate in strategic discussions, provide insight and contribute to the direction and development of Titania's products, services and related initiatives.
- 3.5. Unless otherwise agreed by Titania, appointment to the CAB will commence on the

date the Board Member is invited to join the CAB and will continue for an initial period of 12 months.

- 3.6. Following the initial CAB membership term, Titania may invite the Board Member to continue participating in the CAB for one or more additional terms.
- 3.7. If a Member or Board Member leaves the Licensee, changes role, or is otherwise unable to continue participating in the CAP or CAB, the Licensee may nominate a replacement representative for Titania's approval.

4. Participation

- 4.1. Members are expected to participate in CAP activities in a constructive and professional manner and, where reasonably practicable, contribute feedback, insights and observations in good faith.
- 4.2. The Licensee shall ensure that its Members and Board Members have appropriate authority, experience and knowledge to participate meaningfully in CAP and CAB discussions.
- 4.3. Board Members are expected to participate actively in CAB Meetings and contribute to discussions, feedback and other CAB activities throughout the term of their CAB membership.
- 4.4. The Licensee shall promptly notify Titania if a Member or Board Member ceases to be employed or engaged by the Licensee, changes role in a manner that materially affects their participation in the CAP or CAB, or otherwise becomes unable to continue participating in the CAP or CAB.

5. Titania Rights & Discretion

- 5.1. Titania shall determine the format, scope, objectives and operation of the CAP and CAB, including the frequency, timing and content of Meetings and related activities.
- 5.2. Titania may invite additional participants, guest speakers, subject matter experts or observers to attend Meetings where it considers it appropriate to do so.
- 5.3. For the avoidance of doubt, nothing in this Titania may establish, modify or withdraw CAP or CAB activities, processes, materials,

communications, working groups, forums or other engagement initiatives at any time.

6. CAB Communications & Information Sharing

- 6.1. **CAP and CAB Communications.** Titania may provide Members and Board Members with agendas, discussion materials, meeting summaries, follow-up communications and other information relating to the operation and administration of the CAP and CAB from time to time.
- 6.2. **Feedback.** Any feedback, suggestions, recommendations, ideas or other input provided by a Member or Board Member in connection with the CAP or CAB shall be treated as Feedback for the purposes of the EULA and shall be subject to the applicable provisions of the EULA relating to Feedback.
- 6.3. **Confidentiality.** Information disclosed or shared in connection with the CAP or CAB shall be subject to the confidentiality provisions of the EULA and any other confidentiality agreement in place between Titania and the Licensee.
- 6.4. **Chatham House Rule.** Unless otherwise stated by Titania, Meetings shall be conducted in accordance with the Chatham House Rule. Participants may use information received during a Meeting but must not disclose the identity or affiliation of any participant, or attribute any comment, opinion or statement to a particular individual or organization, without that participant's prior consent.
- 6.5. **Meeting Materials & Recordings.** Titania may record Meetings, take notes of discussions, and prepare meeting materials, summaries and follow-up communications in connection with the operation and administration of the CAP and CAB.
- 6.6. **Optional Advocacy Opportunities.** From time to time, Titania may invite Members and Board Members to participate in case studies, testimonials, speaking opportunities, product research activities, industry events or similar initiatives. Participation in any such activity is entirely voluntary and subject to the prior agreement of the relevant participant and the Licensee.

- 6.7. **Future Plans & No Reliance.** Discussions within the CAP or CAB may include information relating to potential future products, services, features, functionality or business plans. Such information is provided for discussion purposes only and does not constitute a commitment, representation or warranty by Titania. Titania is under no obligation to implement any feedback, suggestions or recommendations received through the CAP or CAB, and product plans, priorities, features and functionality may be amended, delayed or withdrawn at any time

7. Competition Law

- 7.1. The CAP and CAB are intended to facilitate discussion and feedback regarding Titania's products, services, industry developments and related matters. Participants shall comply with applicable competition and antitrust laws when participating in Meetings and related activities.
- 7.2. Participants must not discuss, exchange or disclose competitively sensitive information, including information relating to current or future pricing, pricing strategies, discounts, margins, bid or sales strategies, market allocation, customer allocation, or any other information that could restrict or distort competition or otherwise breach applicable competition laws.
- 7.3. Titania may limit, redirect, suspend or terminate any discussion, Meeting or CAP or CAB activity where it reasonably considers this necessary to address actual or potential competition law concerns.

8. Termination

- 8.1. Titania may modify, suspend or discontinue the CAP, the CAB, or any part of either program, at any time upon written notice to Members and Board Members.
- 8.2. Titania may remove or suspend any Member or Board Member from participation in the CAP or CAB where Titania reasonably considers such action necessary to protect the effective operation of the CAP or CAB, the interests of Titania, its customers, partners or other participants, or where a Member or Board Member:
- a) is not an appropriate representative of the Licensee;

- b) has failed to comply with these Membership Terms; or
- c) is no longer actively participating in the CAP or CAB.

- 8.3. If a Member or Board Member ceases to be employed or engaged by the Licensee, changes role, or is otherwise unable to continue participating in the CAP or CAB, the Licensee may nominate a replacement representative for Titania's approval in accordance with clause 3

- 8.4. Upon termination of participation in the CAP or CAB:

- a) the relevant Member or Board Member shall cease participating in Meetings and related activities; and
- b) Titania may remove the relevant Member or Board Member from CAP or CAB communications, distribution lists, collaboration forums and related activities.

- 8.5. Termination of participation in the CAP or CAB shall not affect:

- a) any rights or obligations accrued prior to termination;
- b) the continued application of the EULA; or
- c) any provision of these Membership Terms which is intended to survive termination, including clause 6 (CAP and CAB Communications and Information Sharing) and clause 7 (Competition Law).