

## INTEGRUM ESG – SUBSCRIPTION AND DATA LICENCE TERMS v 221221PUB

### 1. APPLICATION OF TERMS

1.1 These Integrum ESG – Subscription and Data Licence Terms v 221221PUB shall apply to and be incorporated in the Integrum ESG – Subscription Order (“**Order**”) identifying the subscription for services which shall prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer’s purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

1.2 This agreement shall, unless otherwise terminated commence on the Effective Date and shall continue for the Initial Subscription Term (as shown in the Order) and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a “**Renewal Period**” and together the “**Subscription Term**”).

### 2. USER SUBSCRIPTIONS

2.1 Subject to the Customer purchasing subscriptions (“**User Subscriptions**”) which entitle employees, agents and independent contractors authorised by the Customer (“**Authorised Users**”) to use the services described in the Order via [www.IntegrumESG.com](http://www.IntegrumESG.com) (“**Services**”) and the documents which describe the Services and the user instructions (“**Documentation**”) in the Location shown in the Order to access and use the Services in accordance with this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right solely for the Customer’s internal business operations during the Subscription Term, without the right to grant sublicences, to permit the Authorised Users to use the Services, including the supply of any data or information, in whatever form including images, still and moving, and sound recordings, the provision of which is comprised in the Services (“**Data**”).

2.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall use reasonable endeavours to activate the additional User Subscriptions within 5 UK business days of its approval of the Customer’s request.

2.3 The Customer shall pay to the Supplier the relevant fees for such additional User Subscriptions as set out in the Order and, if such additional User Subscriptions are purchased by the Customer part way through the Subscription Term, such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Subscription Term.

2.4 The Customer undertakes that:

(a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation at any given time (and any employee of the Customer who has access to the Data through an API is an Authorised User whether they have log-in details or not) shall not exceed the number of User Subscriptions it has purchased; and

(b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual

Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation.

2.5 The Customer acknowledges that the Supplier may use its admin access to confirm that use of the Services is in accordance with this agreement and, as appropriate and without prejudice to its other rights, the Supplier may: (i) promptly disable any passwords; (ii) charge the Customer for any unauthorised use; and/or (iii) at its discretion suspend or terminate the Services as a whole.

2.6 The Customer shall not access, store, distribute or transmit any worms, trojan horses, viruses, or any material during the course of its use of the Services that is unlawful or that might damage Supplier’s reputation.

2.7 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the online software applications provided by the Supplier as part of the Services (“**Software**”) and/or Documentation (as applicable) in any form or media or by any means; or (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) ensure Authorised Users do not share login credentials with anyone inside or outside of the Customer’s firm or Location, nor assign new login credentials to anyone outside the Customer firm; or

(d) use the Services and/or Documentation to provide services to third parties save where expressly authorised by Supplier in the Order; or

(e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or

(f) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause.

2.8 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, or suspicion of any such unauthorised access or use, promptly notify the Supplier.

2.9 The rights provided under this clause are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

### 3. SUPPLIER’S OBLIGATIONS

3.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer substantially in accordance with the Documentation and with reasonable skill and care on and subject to the terms of this agreement.

3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for: (a) planned maintenance carried out during the maintenance window outside of European stock market time; and (b) unscheduled maintenance performed outside 0930 to 1830 local UK time, each UK business day, provided that the Supplier has used reasonable endeavours to give the Customer as much notice in advance as is reasonably practicable.

3.3 The Supplier will, as part of the Services and in consideration of the support fees set out in Schedule 1, provide the Customer with the Supplier's standard customer support services during 0930 to 1830 UK time, each UK business day in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

3.4 The Supplier is not responsible for any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the Supplier's obligations in this clause.

3.5 The Supplier 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 Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3.6 This agreement shall not prevent the Supplier 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.

3.7 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

#### 4. CUSTOMER DATA

4.1 The Customer shall own all right, title and interest in and to all of the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of

using the Services or facilitating the Customer's use of the Services including the Customer's investment holdings, investment watch lists, and customisation choices ("**Customer Data**") that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

4.2 The Supplier shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy available at [www.IntegrumESG.com](http://www.IntegrumESG.com) as such document may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable under the Data Protection Addendum).

4.3 The Supplier shall, in providing the Services, comply with its Data & Privacy Policy relating to the privacy and security of the Customer Data available at [www.IntegrumESG.com](http://www.IntegrumESG.com) or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.

#### 5. DATA PROTECTION

5.1 For the purpose of this clause 5, "**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

5.2 For the purpose of this clause 5, the terms "controller", "processor" and "personal data" shall have the meaning given to them in the Data Protection Legislation.

5.3 Both parties will comply with all applicable requirements of Data Protection Legislation. This clause is in addition to, and does not relieve, remove, or replace a party's obligations or rights under the Data Protection Legislation.

5.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller, and the Supplier is the processor.

5.5 By entering into this agreement, the Customer consents to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all

actions taken by the Supplier in connection with the processing of Customer personal data, provided these are in compliance with the Supplier's Data & Privacy Policy. In the event of any inconsistency or conflict between the terms of the Data & Privacy Policy and this agreement, the Data & Privacy Policy will take precedence.

5.6 Without prejudice to the generality of clause 5.3, the Customer will ensure that it has all necessary and appropriate consents and notices in place to enable the lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.

5.7 Without prejudice to the generality of clause 5.3, the Supplier shall, in relation to any personal data processed in connection with the Supplier's performance of its obligations:

(a) to process that Customer personal data only on the documented instructions of the Customer, unless the Supplier is required by applicable laws to otherwise process that Customer personal data. Where the Supplier is relying on applicable laws as the basis for processing Customer personal data, the Supplier shall notify the Customer of this before performing the processing required by the applicable laws unless those applicable laws prohibit the Supplier from so notifying the Customer on important grounds of public interest. The Supplier shall inform the Customer if, in the opinion of the Supplier, the instructions of the Customer infringe applicable Data Protection Legislation;

(b) to implement the technical and organisational measures set out in the Supplier's Data & Privacy Policy and the Supplier's Backup Policy to protect against unauthorised or unlawful processing of Customer personal data and against accidental loss or destruction of, or damage to, Customer personal data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(c) to ensure that any personnel engaged and authorised by the Supplier to process Customer personal data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

(d) to assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's 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) to notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer personal data;

(f) to at the written direction of the Customer, delete or return Customer personal data and copies thereof to the Customer on termination of the agreement unless the Supplier is required by applicable laws to continue to process that Customer personal data. For the purposes of this clause 5.5(f), Customer personal data shall be considered deleted where it is put beyond further use by the Supplier; and

(g) to maintain records to demonstrate its compliance with this clause 5.

5.8 The Customer consents to the Supplier appointing third-party processors to process personal data under this agreement. The Supplier confirms that it has or (as the case may be) will enter with the third-party processor into a written agreement that reflects and will continue to reflect the requirements of the Data Protection Legislation.

5.9 The Supplier may, at any time on not less than 30 days' notice, revise this clause 5 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

## 6. CUSTOMER'S OBLIGATIONS

The Customer shall:

(a) provide the Supplier with all necessary co-operation and information as may be required by the Supplier in order to provide the Services;

(b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations and maintain all necessary licences, consents, and permissions with respect to its activities under this agreement; and

(c) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement.

## 7. CHARGES AND PAYMENT

7.1 The Customer shall pay the subscription fees and any support fees as set out in the Order ("**Subscription Fees**") to the Supplier for the User Subscriptions as follows: (a) on the Effective Date, the Subscription Fees payable in respect of the Initial Subscription Term; and (b) on the first day of each Renewal Period, for the Subscription Fees payable in respect of such Renewal Period.

7.2 The Customer will pay all sums due by bank transfer or via direct debit mandate via GoCardless Ltd <https://gocardless.com/> or such other provider as may be notified by the Supplier to the Customer.

7.3 The Supplier will issue an invoice to the Customer within seven days of receipt of a written request.



7.4 If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

(a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of National Westminster Bank Plc.

7.5 All amounts and fees stated or referred to in this agreement: (a) shall be payable in pounds sterling; (b) are non-cancellable and non-refundable; and (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

7.6 The Supplier shall be entitled to increase the fees at the start of each Renewal Period upon 90 days' prior notice to the Customer and the Order shall be deemed to have been amended accordingly.

## 8. CONFIDENTIALITY

8.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 8.2.

8.2 Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement; and (ii) as service

8.3 may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

8.5 The Customer acknowledges that details of the Services, the Software and the Documentation and any other materials created by the Supplier in connection with the Services ("**Materials**") and the Data, and the results of any performance tests of the Services, constitute the Supplier's confidential information. The Supplier acknowledges that the Customer Data is the confidential information of the Customer.

8.6 The provisions of this clause shall survive termination of this agreement, however arising.

8.7 Notwithstanding clauses 8.1 through 8.6, the Customer grants the Supplier the right during this agreement to publicise that the Customer is a client of the Supplier, with use of the Customer's corporate logo, and cooperate with the Supplier to agree the wording of a short testimonial

statement consistent with other such statements visible on the Supplier's website.

## 9. LICENCE

9.1 The Supplier grants to the Customer a non-exclusive, non-transferable, revocable, licence for the Permitted Use identified in the Order only during the Term at the Location ("**Licence**") to:

(a) use the Services for marketing, promotion or demonstration purposes;

(b) use the Services internally for testing and implementing the Services and integrating them in any information technology system or systems owned or operated by the Customer to which Data is delivered or within which Data is Distributed in accordance with this Agreement ("**Customer System**") to the extent reasonably necessary to enable the Customer to Distribute the Services in accordance with this Agreement (and "**Distribute**" means to make Data accessible (including the provision of access through a database or other application populated with the Data, transferring or disclosing the Data) by any means, including any electronic means, to any Authorised User within the Location.

(c) access, view and to combine or aggregate the Data (wholly or in part) with other data or information or to adapt the Data (wholly or in part) ("**Manipulate**") Data and create derived data where Data (wholly or in part) Manipulated to such a degree that it: cannot be identified as originating or deriving directly from the Data or the Services and cannot be reverse-engineered such that it can be so identified; and is not capable of use substantially as a substitute for the Data or the Services ("**Derived Data**");

(d) store the Data and Data that has been Manipulated ("**Manipulated Data**" and which includes Derived Data) on the Customer System;

(e) Distribute the Data and Manipulated Data to Authorised Users on the Customer System within the Location.

(f) Use the Data and the Materials for Customer's internal business uses, including by, or for the benefit of any employee of the Customer;

(g) Share extracts from the Data or Manipulated Data but only as set out in the Order, if at all, and not in a systematic manner or in a manner that would mean that such party would not need to subscribe directly to the service.

9.2 Except as expressly provided in this Agreement, the Customer shall not:

(a) use the Services (wholly or in part) in its products or services; or

(b) Distribute the Services (wholly or in part).

(c) permit the Services to be used by any person other than the Authorised Users;

(d) make copies of the Data or the Materials save to the extent reasonably necessary for the following purposes: back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing;

(e) use the Services for any purpose contrary to any law or regulation or any regulatory code, guidance or request;

(f) extract, reutilise, use, exploit, Distribute, disseminate, copy or store the Data or the Materials for any purpose not expressly permitted by this Agreement;

(g) do anything which may damage the reputation of the Supplier, the Data or the Services, including by way of using the Data (wholly or in part) in any manner which is pornographic, racist or that incites religious hatred or violence.

9.3 Customer acknowledges that certain Data is supplied by third party Refinitiv to check the ESG data and that Customer has no licence to export such data from its dashboard or database.

9.4 The Customer and any subsidiary or holding company from time to time and any subsidiary from time to time of a holding company of the Customer ("**Customer Group Company**") whose registered office is in the Location may use the Services or exercise the Licence in accordance with this Agreement as if that Customer Group Company were the Customer. The provisions of this Agreement shall apply to that Customer Group Company as if they were set out in full in this Agreement and each reference to the Customer were replaced by that Customer Group Company, but the Customer shall not be relieved of any of its obligations under this Agreement. Without limiting the Supplier's other rights and remedies, the Customer acknowledges that it is responsible for the acts and omissions of that Customer Group Company as if they were its own and that it is directly liable to the Supplier for all loss and damage (whether direct or indirect) howsoever arising out of, or in connection with, that Customer Group Company's access to or use of the Data, the Materials or the Services.

## 10. INDEMNITY

10.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation.

10.2 The Supplier shall defend the Customer against any claim that the Customer's use of the Services or Documentation in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims.

10.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two UK business days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

10.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Services, Data or Documentation by anyone other than the Supplier; or (b) the Customer's use of the Services, Data or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or (c) the Customer's use of the Services, Data or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

10.5 The foregoing and clause 13.4 state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Customer acknowledges that:

(a) all intellectual property rights in the Data and the Materials are the property of the Supplier or its licensors, as the case may be;

(b) it shall have no rights in or to the Data or the Materials other than the right to use them in accordance with the express terms of this Agreement; and

(c) the Supplier or its licensors has or have made and will continue to make substantial investment in the obtaining, verification, selection, co-ordination, development, presentation and supply of the Data; and

(d) any goodwill generated through the Customer's use of the Supplier's trade marks shall belong only to the Supplier.

11.2 The Customer assigns to the Supplier with full title guarantee, all intellectual property rights in any development of the Materials and in any Manipulated Data it may create, by way of future assignment.

11.3 The Customer shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the Supplier's cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

11.4 The intellectual property rights assigned to the Supplier under clause 11.2 shall be deemed to be included in the Licence from the date when such rights arise.

11.5 The Customer shall co-operate with the Supplier to protect the goodwill and reputation of the Services.

11.6 Any display of the Services by the Customer shall credit, wherever technically and commercially feasible, the Supplier, any licensor of the Supplier or any other source of the Data specified by the Supplier as the source of the Data.

11.7 The Supplier undertakes to defend the Customer and each Customer Group Company from and against any claim or action that the provision, receipt or use of the Data or Materials (wholly or in part) infringes any intellectual property right of a third party (**IPR Claim**) and shall be responsible for any losses, damages, costs (including all

legal fees) and expenses incurred by or awarded against the Customer as a result of, or in connection with, any such IPR Claim, provided that, if any third party makes a IPR Claim, or notifies an intention to make a IPR Claim against the Customer, the Customer shall: (a) give written notice of the IPR Claim to the Supplier as soon as reasonably practicable; (b) not make any admission of liability in relation to the IPR Claim without the prior written consent of the Supplier; (c) at the Supplier's request and expense, allow the Supplier to conduct the defence of the IPR Claim including settlement; and (d) at the Supplier's expense, co-operate and assist to a reasonable extent with the Supplier's defence of the IPR Claim.

11.8 Clause 11.7 shall not apply where the IPR Claim in question is attributable to:

- (a) possession, use, development, modification or retention of the Data or Materials (wholly or in part) by the Customer other than in accordance with this Agreement, provided that the obligations in clause 11.7 shall not apply to the extent that the relevant Claim was attributable to the use of any Manipulated Data;
- (b) use of the Data or the Materials (wholly or in part) in combination with any hardware or software not supplied or specified by the Supplier to the extent that the infringement would have been avoided by the use of the Data or the Materials (wholly or in part) not so combined;
- (c) use of the Data (wholly or in part) in combination with any data not supplied or specified by the Supplier to the extent that the infringement would have been avoided by the use of the Data (wholly or in part) not so combined.

11.9 If any IPR Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:

- (a) procure for the Customer the right to continue using, developing, modifying or retaining the Data or the Materials (wholly or in part) in accordance with this Agreement;
- (b) modify the Data or the Materials (wholly or in part) so that they cease to be infringing;
- (c) replace the Data or the Materials (wholly or in part) with non-infringing items; or
- (d) terminate this Agreement immediately by notice in writing to the Customer and refund any Charges for the relevant Accounting Period paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Data or Materials to the date of termination) on return of the Data or the Materials and all copies of each of them.

11.10 This clause constitutes the Customer's sole and exclusive remedy and the Supplier's only liability in respect of IPR Claims and, for the avoidance of doubt, is subject to clause 13.

## 12. WARRANTIES

12.1 The Supplier warrants that it has the right to license the receipt and use of Data and Materials as specified in this Agreement.

12.2 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

12.3 Without limiting the effect of clause 12.2 the Supplier does not warrant that:

- (a) the Data is accurate, complete, reliable, secure, useful, fit for purpose or timely; or
- (b) the Data has been tested for use by the Customer or any third party that the Data will be suitable for or be capable of being used by the Customer or any third party; or
- (c) the Customer's use of the Services or the supply of the Data will be uninterrupted or error-free; or
- (d) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
- (e) the Services will be free from weaknesses in the computational logic found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability; or
- (f) the Documentation or Services will comply with any heightened cybersecurity requirements relating to security of network and information systems and security breach and incident reporting requirements.

## 13. LIMITATION OF LIABILITY

13.1 The Customer acknowledges that:

- (a) the Supplier is not providing investment research or any investment recommendations;
- (b) the use and interpretation of the Data requires specialist skill and knowledge of financial markets and investments and the relevant Customer Group Company has that skill and knowledge and undertakes that it will exercise that skill and knowledge and appropriate judgement when using the Data;
- (c) the Customer shall, except as expressly set out in this Agreement, be solely responsible as against the Supplier and any third party whose data, information, software or other material is supplied as part of the Services ("**Data Provider**") for: (i) any opinions, recommendations, forecasts or other conclusions made or actions taken by any Customer Group Company, any client or subscriber of any Customer Group Company or any other third party based (wholly or in part) on the Data; and (ii) procuring, maintaining and securing the Customer System, and all network connections and telecommunications links from the Customer System to the Supplier's systems and data centres;
- (d) it is in the best position to ascertain any likely loss it may suffer in connection with this Agreement, that it is therefore responsible for making appropriate insurance arrangements to address the risk of any such loss and that the provisions of this clause 13 are reasonable in these circumstances.
- (e) For the avoidance of doubt the Supplier is not providing investment research or any investment recommendations. The Services and Data are provided in good faith as one of



many issues the Customer should consider when considering its investments or communications, and the Customer must always draw its own conclusions from the Data provided.

13.2 Neither party excludes or limits liability to the other party for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by negligence.

13.3 Subject to clause 13.2, neither party shall be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for any losses (whether direct or indirect) of: profits, business, business opportunities, revenue, turnover, reputation or goodwill, any loss or corruption of data or information, loss of anticipated savings or wasted expenditure (including management time), or any loss or liability under or in relation to any other contract.

13.4 Subject to clause 13.2, each party's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in all circumstances be limited to the greater of: (a) £18,000 and (b) 100% of the total Charges paid by the Customer to the Supplier during the 12 month period immediately before the date on which the cause of action first arose.

13.5 Any dates quoted for delivery of the Services are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Services that is caused by an event within the scope of clause 15.1 or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Services or the Customer's failure to comply with the terms of this Agreement.

13.6 Without limiting the effect of the other provisions of this clause, if this Agreement is terminated for any reason other than termination by the Customer on the ground of the Supplier's material breach, the Supplier shall not be liable:

(a) to provide the Customer with the Data or any product, service or solution relating to the Data; or

(b) for the consequences of the inability of the Customer to comply with the terms of any other arrangements which the Customer may have entered into with any third party including any Subscriber.

13.7 The Customer shall indemnify the Supplier against any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Supplier or any Data Provider ("**Supplier Claim**") arising out of or in connection with:

(a) access to or use, Distribution or re-Distribution of Data or Materials by any Customer Group Company otherwise than in accordance with this Agreement (including any inaccurate or incomplete Return); or

(b) any data or information provided by the Customer to the Supplier.

13.8 The Customer acknowledges that each Data Provider and any other provider of services to the Supplier has the benefit of and may enforce the exclusions and limitations set out in this clause, as if the provisions of this clause were set out in full in this Agreement and each reference to the Supplier were replaced by that Data Provider or other provider (as the case may be).

## 14. TERMINATION

14.1 Either party may terminate this Agreement upon the expiry of the then applicable Subscription Term by giving notice in writing at least 30 days before the end of the applicable Subscription Term.

14.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this agreement which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(d) the other party is unable to pay its debts as they fall due or enters into any negotiation or files any application or has any application filed against it to postpone or restructure its debts or it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or a creditor, receiver or administrator, or insolvency practitioner takes control of its business or it enters into administration or becomes insolvent.

14.3 On termination of this agreement for any reason:

(a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation including any Redistribution of the Services and ensure there is no further use of the Services in any of the Customer's services or products;

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession in accordance with clause 14.4 unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial

endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer 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 Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14.4 On any termination or expiry of this Agreement for any reason or expiry of the Term:

(a) the Customer shall immediately pay any outstanding amounts owed to the Supplier under this Agreement;

(b) each party shall as soon as reasonably practicable return, delete or destroy as directed in writing by the other party all data, information, software, and other materials (including printed materials) provided to it by the other party in connection with this Agreement including all materials containing or based on the other party's confidential information, except for one copy that it may use for audit purposes only, and subject to the confidentiality obligations in clause 8; and

(c) without limiting the effect of clause 13.4(b), the Customer shall as soon as reasonably practicable ensure that all Data and Manipulated Data (excluding any Derived Data) is deleted from the Customer System and the respective information technology systems of all its Authorised Users

(d) and any electronic data shall be considered deleted where it has been put beyond use by the deleting party.

14.5 If a party is required by any law, regulation, or government or regulatory body to retain any documents or materials that it would otherwise be required to return or destroy under this clause, it shall notify the other party in writing of that retention, giving details of the documents or materials that it must retain. That party shall not be in breach of this clause with respect to the retained documents or materials, but clause 8 shall continue to apply to them.

## 15. GENERAL

15.1 Force majeure. The Supplier shall have no liability to the Customer 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.

15.2 Export. Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement in breach of any applicable laws or export control regulations.

15.3 Variation. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.4 Waiver. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law

shall constitute a waiver of that or any other right or remedy.

15.5 Entire agreement. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

15.6 Assignment. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement. The Supplier 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.

15.7 No partnership. Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other.

15.8 Third party rights. Save as expressly stated, this agreement does not confer any rights on any person or party other than the parties to this agreement.

15.9 Notices. Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its postal or email address set out in the Order. A notice delivered by hand shall be deemed to have been received when delivered and a notice sent by email shall be deemed to have been received at the time of sending provided no automated response was received that the email was not delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

15.10 Law. This Agreement shall be governed by and construed in accordance with the law of England and Wales whose courts shall have exclusive jurisdiction.