

TERMS

These Terms govern your use of the Refinitiv products and services in your order form. "We", "our", "us" and "Refinitiv" means the Refinitiv entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the Client, customer or subscriber identified in the order form.

Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents, and these Terms constitute the complete agreement (the "Agreement") and supersede any prior discussions or representations regarding your order, unless fraudulent. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply.

1. OUR PRODUCTS & SERVICES

- a) **Limited License.** Together with our licensors, we maintain all ownership, tangible or intangible, of our products, services, and data. You may access, view, install, use, copy, modify, and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, rules, regulations, export controls and economic sanctions that apply to us in connection with the Agreement.
- b) **Updates.** Our products and services change from time to time. If we fundamentally change the products or services, and such change detrimentally impacts your access to the service, you may terminate the affected products and services on written notice no later than 30 days after the change.
- c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that our property is secure and inaccessible to unauthorized persons.
- d) **Unauthorized Technology.** You must not run or install any computer software or hardware on our products, services, or network; or use any technology to automatically download, mine, scrape or index our data without our prior written consent. Neither of us will knowingly introduce any malicious software or technologies into any products, services, or networks.
- e) **Usage Information.** We may collect information related to your use of our products, services, and data. We may use this information to test, develop, and improve our products and services and to protect and enforce our rights under the Agreement, and may pass this information to our third party providers for the same purposes.
- f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: <https://www.refinitiv.com/en/policies/third-party-provider-terms>. You agree to comply with all applicable third party terms.
- g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.
- h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, you are not precluded from using our products to benefit your customers in the ordinary course of your business.
- i) **Services.** We will provide the services as set out in the order form using reasonable skill and care.
- j) **Security.** Each of us will use industry standard administrative, physical and technical safeguards to protect the other's information. You shall ensure that no third party shall have unauthorised access to the services.

2. USAGE RIGHTS

a) Information Services.

- i) In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by us, our affiliates or our third party providers. Refinitiv and the third party content provider, if applicable, must be cited and credited as the source where data is permitted to be used or distributed. Copyright notices must be retained on transmitted or printed items.
- ii) You may also distribute our data: i) to authorized users; ii) to government and regulatory authorities, if specifically requested; and iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Refinitiv.

b) Screening Services.

- i) If you are obtaining services indicated as Screening Services in the Order Form, you are permitted to access the Screening Content and Reports for the purpose of exercising the usage terms detailed in the Screening Schedule attached to an order form.

3. INSTALLED SOFTWARE

- a) **License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses includes updates (bug fixes, patches, maintenance releases), and does not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.
- b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement, or if you did not notify us in writing of any defect in the software within 30 days of the software being made available to you.

4. HOSTED SOFTWARE

- a) **License.** You may use our hosted software only for your own internal business purposes.
- b) **Delivery.** We deliver our hosted software by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the Agreement.
- c) **Content.** Our hosted software is designed to protect the content you upload. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by us, our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted software, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws or regulations and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the hosted software from your last available back up copy.

5. CHARGES

- a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. If you fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees. You must also pay applicable taxes and

duties, other than taxes on our income, in addition to the price quoted unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

- b) **Changes.** Except as otherwise specifically stated in the order form, we may change the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days' written notice. For changes to charges relating to information, materials and other services provided by certain third parties, we will endeavour to notify you as and when we are notified of said changes.
- c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

6. DATA PRIVACY

Each of us will, at all times, process, collect, and disclose personally identifiable information processed as part of the services or in connection with this Agreement (PII) in accordance with legislation relating to an individual's right to privacy with respect to the processing of PII which is applicable to a party from time to time ("Data Protection Legislation"). When using the services or accessing Refinitiv's systems or any other information held by Refinitiv, you shall not input, upload, maintain or disclose any irrelevant or unnecessary information about individuals. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. Each of us will maintain and will require all third party data processors each of us engages to maintain, appropriate physical, technical and organizational measures to protect PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access. If each of us is required by Data Protection Legislation to include privacy terms with the other party, we will notify you of additional data privacy terms from time to time. We acknowledge and agree that these additional data privacy terms shall apply in addition to this Clause 6 and form an Annex to this Agreement and/or are set out at <https://www.refinitiv.com/en/policies/privacy-information>.

7. CONFIDENTIALITY

Confidential information (which is information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement) received from each other will not be disclosed to anyone else except to the extent required by law or as necessary to perform the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This paragraph shall survive three (3) years after the termination of the Agreement or until the information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

- a) **LIMITED WARRANTY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED.**
- b) **INFORMATION. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND.**
- c) **SOFTWARE. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY.**

THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

- d) **DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES. IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY.**
- e) **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL AND ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY.**

9. LIABILITY

- a) **Limitation.** Each party's entire liability in any calendar year for damages arising out of or in connection with the Agreement, including for negligence, will not exceed the amount you paid in the prior 12 months for the product or service that is the subject of the claim for damages. Neither party is liable to the other for indirect, incidental, punitive, special or consequential damages, loss of data, or loss of profits even if such damages or losses could have been foreseen or prevented.
- b) **Unlimited Liability.** Section (a) does not limit the parties' liability for fraud, fraudulent misrepresentation, wilful misconduct; negligence causing death or personal injury; and infringement of intellectual property rights. Section (a) does not limit your liability for your breach of section 9(e)(ii) to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you.
- c) **Claims Period.** Claims must be brought within 12 months after the basis for the claim becomes known to the person asserting the claim.
- d) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property right and your use of our product or service has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us, provided the damage does not result from: (a) a combination of all or part of our products, services or data with other products or technology not supplied by us; (b) modification of all or part of our products or services other than by us or our subcontractors; (c) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (d) your breach of this Agreement. Our obligation in this Section 9d) is conditioned on you (i) promptly notifying us in writing of the claim; (ii) supplying information we reasonably request; and (iii) allowing us to control the defense and settlement.
- e) **Your Responsibilities.** You are responsible for: (i) complying with this agreement; (ii) proper use of our products and services, following all usage instructions; (iii) adhering to the minimum recommended technical requirements; (iv) changes you make to our product; (v) your combination of our products, services or other property with any materials; (vi) your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vii) your failure to install updates. You are also responsible for claims brought by third parties using or receiving the benefit of our products and services through you, except claims covered by clause 9(d) or for claims resulting from your violation of law or regulation, or violation of our or any third party rights. You must reimburse us if we suffer losses in the circumstances set out in this clause. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

- a) **Term.** The term and any renewal terms for the products and services are described in your order form. If not otherwise stated in the order form, the Agreement will automatically renew annually unless either of us gives the other at least 90 days written notice before the end of the then current term.
- b) **Suspension.** We may on notice terminate, suspend or limit your use of any or all of our products, services or other property, or terminate the Agreement, if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party rights or applicable laws, rules or regulations. Our notice will specify the cause of the suspension or limitation and if the cause of the suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.
- c) **Termination.** We may terminate the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach (which includes, among others, your failure to pay the Charges when due) and fails to cure the material breach within 30 days of being notified to do so. Unless we terminate for breach or insolvency, pre-paid charges will be refunded on a pro-rated basis.
- d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay us any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. It is agreed that this provision shall not apply to any obligation to make any payment(s) and/or our obligations to take reasonable measures to prevent the disclosure of confidential information. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

- a) **Assignment.** You may not assign or transfer the Agreement to anyone else without our prior written consent. We may provide you with written notice if we assign or transfer the Agreement as part of our business reorganization.
- b) **Feedback.** Any comments, suggestions, ideas or recommendations you provide related to any of our products or services are our exclusive property.
- c) **Use of Name.** Neither party shall disclose the other party's name and/or use the other party's trademark in any public statement, announcement, communication or document, whether by way of press statement, publication, internet or otherwise, without the prior written consent of the other party.
- d) **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable, the term or provision will be deemed modified to the minimum extent necessary to effect the original intent

of the parties as closely as possible unless modification fundamentally changes the Agreement.

- e) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.
- f) **Governing Law.** If not otherwise stated in the order form, the Agreement will be governed by the laws of England and each of us agrees to the exclusive jurisdiction of the courts of England to settle all disputes or claims arising out of or in connection with the Agreement.
- g) **Precedence.** If there is any conflict among any elements of the Agreement, the descending order of precedence will be: third party provider terms as stated in clause 1(f) of these Terms, the applicable order form, and the remaining provisions of the Agreement.