

PRICING SCHEDULE

Subscriber: Export Credits Guarantee Department
Address: 1 Horse Guards Road London London Sw1a 2hq United Kingdom
Billing Email Address: [REDACTED]
Sales Representative: [REDACTED]
Internal Contract Number of the Master Subscription Agreement: 00193639.0
Effective Date of the Master Subscription Agreement: March 20, 2013

Internal Contract Number of this Pricing Schedule: 01051980.0
Commencement Date of this Pricing Schedule: June 22, 2021
Initial Term of this Pricing Schedule: June 22, 2021 through June 21, 2024

The Initial Term of this Pricing Schedule shall begin on the Commencement Date of this Pricing Schedule and shall continue for a period as set forth above, and shall be automatically extended for successive renewal terms of 12 month(s) each unless either party notifies the other in writing of its decision not to extend the term of such Pricing Schedule at least thirty (30) days prior to the expiration of the term then in effect.

1. CONTRACT DESCRIPTION FOR SERVICE: Aftermarket Research Subscription - S&P Capital IQ

Authorized Unit/License Type: Subscriber-wide License
Delivery Method: S&P Website

[REDACTED]
Commencement Date of Services Attachment: November 12, 2018
Internal Contract # of Services Attachment: 00859312.0
Services Attachment Name: Desktop Services Attachment

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Plus any applicable sales tax, VAT, GST, or similar tax.

Additional Terms and Conditions:

1. Notwithstanding anything herein to the contrary, if, during the term of this Pricing Schedule or during the three months preceding the term, Subscriber, directly or indirectly, (i) acquires substantially all of the stock or assets of another S&P client, (ii) has substantially all of its stock or assets acquired by another S&P client, or (iii) merges with another S&P client, S&P reserves the right to revise the annual fees payable hereunder by the most recent subscription price payable by such other S&P client.

For purposes of this section, an entity shall be considered “(an)other S&P client” if: (i) it has been a subscriber to any of the Services provided hereunder, at any time during the six months prior to such acquisition or merger; or (ii) it is an existing subscriber to any of the Services.

Where such other S&P client is an existing subscriber to any of the Services, the licenses for such service(s) (and the fees associated therewith) shall remain in effect until the earlier of the expiration date of such other S&P client license or the expiration date of this Pricing Schedule, whereupon the above stated price adjustment will take place, and such other S&P client shall be included in this Pricing Schedule with the associated usage rights.

S&P may, in its sole determination, revise the annual fees payable hereunder to account for the additional usage by any entity that is not an S&P client that Subscriber acquires, is acquired by or merges with during the term of this Pricing Schedule.

For the avoidance of doubt, any fee revision subject to this Section 1 shall not be deemed an increase in fees and charges for the Service pursuant to the Agreement.

2. S&P may provide Subscriber with additional content/products during a then-current term. Subscriber’s access and use of any such additional content/products shall be subject to the terms of this Pricing Schedule, the Attachment and the Agreement. With respect to Services provided via feed/API delivery: (a) such access may be a result of changing delivery methods; (b) if at the end of the then-current term, Subscriber does not subscribe to the additional content/products for the renewal term, Subscriber shall (i) cease all use of the additional content/products provided; and (ii) expunge such additional content/products and any portion or copies thereof from all of Subscriber’s electronic systems. Subscriber shall certify to S&P in writing that it has fully complied with the foregoing expungement requirement.

3. For purposes of the **Aftermarket Research: On Demand and/or Subscription Basis Services only** and notwithstanding anything to the contrary in the Attachment, the following Additional Terms and Conditions shall apply:

3.1 Notwithstanding anything to the contrary herein, Aftermarket Research may only be accessed or used in accordance with the terms of this Pricing Schedule by “non-buy side” firms (including private equity firms) Authorized Users.

3.2 To the extent applicable, Subscriber agrees to pay the applicable, additional “On-Demand” Basis fee (i.e. retail price) (“On-Demand Fee”) listed on the applicable Service for each Pay-Per-View and/or Standard Collection research report accessed on an On Demand Basis (“On Demand Reports”). Subscriber shall pay the On-Demand Fee on a monthly basis in arrears for the duration of the term of the applicable Pricing Schedule(s) upon its receipt of an invoice from S&P. S&P reserves the right to change or modify, at any time during the Term and without notice, any of the fees (i.e. retail price) for reports in the On-Demand Services collection as may be required by S&P’s third party research providers of such reports. Notwithstanding the foregoing, Subscriber shall be charged for and shall pay for each instance of accessing or downloading the applicable On-Demand Reports. By way of example, if “X” On Demand Report is accessed or downloaded two times then Subscriber will be responsible for paying the applicable On-Demand Fee for “X” On Demand Report twice.

3.3 If Subscriber’s downloads of reports from the Subscription Basis Service is reasonably deemed by S&P to be excessive, S&P may modify the terms of the license granted hereunder and/or limit access to such Service during the term upon notice to Subscriber.

3.4 Subscriber understands and acknowledges that if Subscriber’s consumption/download activity of reports from the Subscription Basis Service exceeds the Research Consumption Estimate (to extent set forth above) then S&P may modify the terms of the license granted hereunder based on such download activity upon notice to Subscriber. Subscriber and its Authorized User(s) are prohibited from (a) sharing report(s) (or substantial portion(s) thereof) with any other person or entity, including, without limit, employees, agents, affiliates or other Authorized User(s); and/or (b) data basing or archiving the AMR Services.

3.5 All of Subscriber’s fee obligations to S&P for AMR shall remain in effect even if Subscriber or its users specifically are not granted access to AMR by the applicable third party research provider.

4. Portions of the Services may contain content from a Third-party Provider. Accordingly, Subscriber agrees that its access and use of a Third-party Provider’s content are subject to such Third-party Provider’s additional terms and conditions as set forth on <https://www.spglobal.com/marketintelligence/en/documents/third-party-provider-additional-terms-and-conditions.pdf>, which are incorporated into this Pricing Schedule and made a part hereof.

5. S&P’s provision of the Services and Subscriber’s access and use of Services are subject to the provisions of the S&P Data Protection Appendix (“DPA”) as set forth on <https://www.spglobal.com/marketintelligence/en/documents/Data-Protection-Appendix.pdf>, which are incorporated into this Pricing Schedule and made a part hereof. S&P is entitled to update the DPA upon at least 60 days’ prior written notice to Subscriber sent via email or regular mail (“Notice Period”). Such updated DPA will take effect upon the next anniversary of the Commencement Date of this Pricing Schedule immediately following expiration date of the Notice Period.

Special Instructions:

- S&P shall bill the above referenced fees on a(n) annual basis in advance.
- This Pricing Schedule terminates and replaces the following agreement(s) executed between the parties: June 22, 2020, Pricing Schedule, (S&P Internal Contract Number 00991854.0).

Notices. All notices and other communications under this Pricing Schedule shall be in writing and shall be deemed to have been duly delivered if addressed as follows and is (a) delivered by hand or sent by reputable courier service or registered or certified mail, return receipt requested or (b) sent by e-mail with confirmation of transmission by the transmitting equipment:

If to S&P: S&P Global Market Intelligence, 55 Water Street, New York, NY 10041 Attn: Product Management, with a copy to Legal Department (E-mail: [REDACTED])

If to Subscriber: 1 Horse Guards Road London London Sw1a 2hq United Kingdom [REDACTED] [REDACTED] [REDACTED]

Fees: Notwithstanding anything to the contrary in the Agreement, S&P may increase its fees and charges for any Service at any renewal term after the Initial Term of this Pricing Schedule by providing the Subscriber with advance written notice (which may be in the form of an invoice or other notification sent via email or regular mail). S&P shall not increase its fees and charges for each Service subscribed to hereunder more than once during any twelve (12) month period. The fee change shall go into effect at the commencement of the renewal term, unless Subscriber provides S&P with written notice of termination within thirty (30) days from receipt of such notice. In the event of termination of this Pricing Schedule, Subscriber shall be liable for payment of a prorated portion of the annual fees for such Service (based on the rate previously in effect) until the effective date of such termination.

Electronic Agreement “Opt Out”: ☐ Unless any party hereto opts out by checking this box (therefore requiring the original Pricing Schedule be maintained in paper form) the parties agree that the electronic copy of this Pricing Schedule (including the

applicable Attachment(s) associated herewith) retained by S&P shall be the “original”, written, complete and exclusive statement of this Pricing Schedule (including the applicable Attachment(s) associated herewith). This section shall survive termination of the Pricing Schedule.

Any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Agreement or the Attachment. This Pricing Schedule supersedes all previous Pricing Schedules/agreements between the parties with respect to its subject matter. In the event of any conflict between the terms of this Pricing Schedule and those of the Attachment or the Agreement, the terms of this Pricing Schedule shall control with respect to this Pricing Schedule only.

[The remainder of this page is intentionally left blank. Signatures are on the following page]

The signatures below are evidence of each party's (including any Affiliates licensed hereunder) agreement to be bound by the terms and conditions of this Pricing Schedule together with those of the Attachment and the Agreement, the terms and conditions of which are incorporated herein by reference as if set forth at length. Where Subscriber is not a party to the Attachment or the Agreement, Subscriber expressly acknowledges and agrees that, by entering into this Pricing Schedule, it shall be bound by, and shall comply in all respects with, the terms and conditions contained in such documents. To the extent Affiliates are licensed hereunder, the Subscriber signing below shall ensure compliance with, and will be liable to S&P in the event of any breach of, the terms hereof by any Affiliates licensed hereunder to the same extent as if such breach were committed by such Subscriber.

Each of the undersigned acknowledges that he/she is authorized to execute this Pricing Schedule on behalf of the respective parties. The parties agree that execution of this document via an electronic signature process shall constitute valid execution hereof.

ACCEPTED AND AGREED TO BY:

Export Credits Guarantee Department

S&P Global Market Intelligence LLC