

**SERVICES ATTACHMENT TO THE MASTER SUBSCRIPTION AGREEMENT
DESKTOP PRODUCTS AND SERVICES**

This Services Attachment (this “Attachment”) and the accompanying Pricing Schedule(s) entered into by and between Subscriber and S&P (each as set forth in the accompanying Pricing Schedule), is issued pursuant to and incorporates by this reference the terms and conditions (unless expressly modified herein) set forth in the Master Subscription Agreement with the Effective Date stated below (the “Agreement”) by and between the parties to the Agreement. Any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

Commencement Date of this Services Attachment: February 1, 2019

Internal Contract Number of this Services Attachment: 00931509.0

Client under the Master Subscription Agreement: HM REVENUE & CUSTOMS

Effective Date of the Master Subscription Agreement: April 1, 2017

Internal Contract Number of the Master Subscription Agreement: 00636787.0

1. **Description of Services.** For purposes of this Attachment, all references herein to “Services” shall mean the products and services or any successor or replacement products and services (including any functionality, data, tools and/or capabilities) or any content set or product package a part thereof as more specifically identified in the relevant Pricing Schedule(s).

2. **Use and Restrictions on Use.**

2.1. Except as expressly permitted in this Attachment or in an applicable Pricing Schedule, Authorized Users located in the territory and within the Authorized Unit may access and use the Services internally. Sharing of user IDs/passwords and simultaneous access via the same user ID/password is prohibited. S&P reserves the right to withhold or withdraw a password to any Authorized User of the Services in its sole business judgment.

2.2. Subject to the terms and conditions set forth in this Attachment and unless otherwise set forth in an applicable Pricing Schedule, Subscriber, as part of and in the ordinary course of its internal operations, may provide and distribute on a no-charge basis, to its customers and prospective customers, information, reports, presentations and other publications (individually and collectively, “Subscriber Materials”) that display de minimis amounts (both in terms of the amount of material from the Services and the proportionate amount of such material used within the Subscriber Materials) of information or data from the Services (“Excerpts”) without prior written consent from and without payment of additional fees to S&P. Notwithstanding the foregoing, any Excerpts that include S&P ratings, credit scores and probability of default content shall a) only be provided in Subscriber Materials on an infrequent, occasional, incidental basis in non-manipulable format only and b) not be used for regulatory reporting. For the avoidance of doubt, Subscriber Materials that contain Excerpts may not be made available via a public website.

2.3. Subscriber shall (a) provide appropriate credit to S&P as the source of the Excerpt and include the following copyright notice “Copyright © 201*, S&P Global Market Intelligence (and its affiliates, as applicable)”; and (b) include in a clear and conspicuous manner, the Disclaimer Notice set forth below (or a substantially similar notice) on behalf of S&P, its affiliates and their suppliers on all Subscriber Materials containing Excerpts. Subscriber shall comply with S&P’s reasonable requests to update the Disclaimer Notice. Subscriber shall provide S&P with copies of sample Subscriber Materials that contain Excerpts upon S&P’s request. Disclaimer Notice:

“Reproduction of any information, data or material, including ratings (“Content”) in any form is prohibited except with the prior written permission of the relevant party. Such party, its affiliates and suppliers (“Content Providers”) do not guarantee the accuracy, adequacy, completeness, timeliness or availability of any Content and are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, or for the results obtained from the use of such Content. In no event shall Content Providers be liable for any damages, costs, expenses, legal fees, or losses (including lost income or lost profit and opportunity costs) in connection with any use of the Content. A reference to a particular investment or security, a rating or any observation concerning an investment that is part of the Content is not a recommendation to buy, sell or hold such investment or security, does not address the suitability of an investment or security and should not be relied on as investment advice. Credit ratings are statements of opinions and are not statements of fact.”

2.4. Subscriber acknowledges and agrees that recipients of Excerpts may not further distribute such Excerpts. In furtherance of the foregoing, Subscriber shall provide S&P reasonable support, which shall include, upon S&P's request, immediately ceasing distribution of Excerpts to any such recipient that has engaged in such further distribution.

2.5. Authorized Users may have the capability to download data and information from the Services for use in accordance with the terms of this Attachment. Each Authorized User may download data and information from the Services to a desktop/computing device used solely for such Authorized User's individual use and not for any centralized, interdepartmental or shared use. Once downloaded to an Authorized User's desktop/computing device, such data or information is prohibited from being uploaded, copied, transferred to, stored or managed in any device, directory, database or other repository that could be shared or can be accessed by others (e.g., the download functionality may not be used to populate master security databases). If such downloads are reasonably deemed by S&P to be excessive, S&P may modify the terms of the license granted hereunder based on such download activity.

2.6. The Services may contain functionality and provide Authorized Users with, among other things, the ability to modify certain data, content and materials from the Services and/or to access certain applications ("Applications") that allow Subscriber to generate output from such use (the "Output"); and Subscriber may otherwise modify data, content or materials from the Services. Subscriber shall ensure that such modified data/content/materials or Output does not identify S&P as the source and shall remove any S&P branding or trademarks in connection with any use thereof. Subscriber acknowledges that any modified data/content/materials, including Output generated from use of the Applications may differ significantly from any product or service of S&P or its affiliates that may appear similar, including, without limitation, credit scores and ratings. Any modified or derived data/content/materials or Output shall be solely for Subscriber's internal use.

2.7. To the extent received via the Services, the following products shall be for internal use only, shall not be modified, and shall not be disseminated or disclosed to any individual who is not an Authorized User hereunder: (a) industry classifications, including Global Industry Classification Standard (GICS) data; (b) Money Market Directory (MMD) data or information; and (c) market data and information provided by exchanges. Subscriber agrees to any additional terms and conditions as may be amended from time to time, as set forth in the Pricing Schedule.

2.8. Authorized Users may access, via hyperlink, RSS feed or other media, additional S&P products or other third party material via the Services. S&P, its affiliates, and their suppliers are not responsible for the content of any such products or material that Subscriber may access via the Service(s) and shall not be subject to any damages or liability arising from Subscriber's access to or use thereof.

2.9. Authorized Users may be given the capability of storing Subscriber information at an S&P computer facility or at a third-party computer facility utilized by S&P. If Subscriber utilizes such storage capability, S&P will use reasonable efforts to provide security consistent with industry standards for such information. While S&P will use reasonable efforts at Subscriber's request to assist in the recreation of Subscriber information, it is the sole responsibility of Subscriber to maintain comprehensive back-up/duplicate files elsewhere and S&P will not have liability for any such loss. Subscriber is prohibited from using any data mining robots or similar data gathering or extraction methods or tools in connection with Subscriber's access or use of the Services.

2.10. Notwithstanding anything in this Attachment or the Agreement to the contrary, Subscriber shall not use the Services, in whole or in part in any manner that competes with S&P or in a manner that would serve as a substitute for a separate license from S&P.

3. **Complete Agreement.** This Attachment and the accompanying Pricing Schedule(s) and Agreement supersede all previous agreements between the parties with respect to the Services specified in the accompanying Pricing Schedule(s) and its subject matter. Where Subscriber and S&P are not parties to the Agreement, Subscriber and S&P, respectively, each expressly acknowledge and agree that, by entering into this Attachment and the accompanying Pricing Schedule, each shall be bound by, and shall comply in all respects with, the terms and conditions contained in the Agreement. In the event of any conflict among the terms of the Agreement, the Attachment or the Pricing Schedule, the terms of the foregoing documents shall control in the following order: the Pricing Schedule, the Attachment and the Agreement.