



Crown
Commercial
Service

CUSTOMER

- and -

S&P GLOBAL MARKET INTELLIGENCE LLC

ANNEXES

Relating to

**LICENCE FOR MARKET DATA ACCESS
CCSO18B54**

Dated

9th December 2019

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ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

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| “Agreement” | means this contract between (i) the Customer acting as part of the Crown and (ii) the Supplier, including the Award Letter; |
| “Annexes” | means the Annexes to this Agreement; |
| “Award Letter” | means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award; |
| “Central Government Body” | <p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">(a) Government Department;(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);(c) Non-Ministerial Department; or(d) Executive Agency; |
| “Charges” | means the charges for the Services as specified in the Award Letter; |
| “Clauses” | means clauses 1 to 22 of this Agreement; |
| “Confidential Information” | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| “Customer” | means the person named as Customer in the Award Letter; |
| “Data Protection Legislation” | (i) the GDPR, any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; |

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| “DPA” | means the Data Protection Act 1998; |
| “Expiry Date” | means the date for expiry of the Agreement as set out in the Award Letter; |
| “FOIA” | means the Freedom of Information Act 2000; |
| “GDPR” | Means the EU General Data Protection Regulation (Regulation 2016/679) (as may be amended, superseded or replaced); |
| “Information” | has the meaning given under section 84 of the FOIA; |
| “Key Personnel” | means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing; |
| “Law” | means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply; |
| “Party” | means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them; |
| “Personal Data” | has the meaning given to it in the GDPR; |

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| “Purchase Order Number” | means the Customer’s unique number relating to the supply of the Services; |
| “Request for Information” | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply); |
| “Services” | means the services to be supplied by the Supplier to the Customer under the Agreement, more particularly described at Annex 4; |
| “Services Attachment” | means the services attachment to the master subscription agreement, S&P Capital IQ for Salesforce.com (Company and People Data, at Annex 7 of the Agreement; |
| “Specification” | means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter; |
| “Start Date” | means the commencement date of the Agreement as set out in Clause 4.1 below; |
| “Staff” | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement; |
| “Staff Vetting” | means vetting procedures that accord with good industry practice or, |

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| Procedures" | where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Supplier from time to time; |
| "Sub-Contractor" | means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person; |
| "Supplier" | means the person named as Supplier in the Award Letter; |
| "Supplier Terms" | means the Supplier's Terms and conditions set out in Annex 7 of this Agreement; |
| "Term" | means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement; |
| "VAT" | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and |
| "Working Day" | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'; and
- 1.2.6 The Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.

2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.
- 2.3 In the event and to the extent only of any conflict between any provisions of this Agreement the conflict shall be resolved, in accordance with the following order of precedence:

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- 2.3.1 the Clauses, Annex 6 of this Agreement and the Services Attachment;
- 2.3.2 the Annexes (excluding Annex 6 and the Supplier's Terms);
- 2.3.3 the Supplier's Terms.
- 2.4 Supplier shall comply with the terms and conditions at Annex 7 to the extent that they do not conflict with the provisions of the Clauses and Annex 6 of this Agreement.
- 2.5 The terms of Annex 4 shall prevail over Annex 3 in describing the Services to be delivered by Supplier.
- 3 SUPPLY OF SERVICES**
- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
- 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
- 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.
- 4 TERM**
- 4.1 The Agreement shall take effect on the 16th December 2019 and shall expire on 15th December 2020, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 There will be no option to extend the Agreement.
- 5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**
- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a
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sum equal to the VAT chargeable in respect of the Services.

- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.8. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.

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- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and

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7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

9.2 The Supplier grants to the Customer a non-exclusive, non-transferable, limited license to access and use the Services internally. The Customer shall not use the Services, in whole or in part, in any manner that competes with the Supplier, its affiliates, or third party licensors. Without limiting the foregoing, unless the Customer enters into a separate agreement with the Supplier, The Customer shall not use or permit use of the Services or any data included therein in connection with the creation, structuring, development, managing, trading, marketing and/or promotion of any financial instrument or other investment product that is based on, or seeks to match the performance of, all or any portion of the Services or any data contained therein such as, without limitation, a security whose capital and/or income value is calculated based on changes in value of an the Supplier index. To the extent the Services contain content provided by the Supplier's providers, the Customer agrees to additional terms (as applicable and as may be amended) set forth on <http://marketintelligence.spglobal.com/ThirdPartyProviderAdditionalTermsandConditions>. the Customer shall hold, and shall ensure that all of its employees within the above

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referenced Authorized Department hold, any passwords/user IDs issued in connection with access to the Services in strict confidence, and instruct all employees of their obligations in this regard. The Customer shall promptly advise the Supplier of any actual or threatened unauthorized disclosure or misuse of the Services or any such passwords/user IDs by the Customer and shall cooperate with the Supplier in enforcing the restrictions and limitations set forth herein.

9.3. [REDACTED]

9.4. [REDACTED]

10 GOVERNANCE AND RECORDS

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

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- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 12 and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.
- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.
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12 FREEDOM OF INFORMATION

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under Data Protection Legislation and both Parties shall duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.
- 13.2 REPLACED BY ANNEX 6 IN RELATION TO PROTECTION OF PERSONAL DATA
- 13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 LIABILITY

- 14.1 [Replaced with Additional Terms (Annex 6)]
- 14.2 [Replaced with Additional Terms (Annex 6)]
- 14.3 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Agreement

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for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 TERMINATION

- 16.1 This Agreement shall commence on the Start Date and shall continue in effect until the Expiry Date.
- 16.2 Either party may terminate the Agreement in the event of a material breach thereof which is not cured within thirty (30) days of written notice of such material breach. The Supplier shall have the right to terminate this Agreement in the event that the Customer is in material breach of the proprietary rights of the Supplier, the S&P Entities or their Third-party Providers.
- 16.3 Either party may terminate this Agreement upon written notice to the other if the other party is adjudicated as bankrupt or if a petition in bankruptcy is filed by or against the other party or if the other party makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy act or insolvency laws.
- 16.4 If the Supplier determines in its sole, reasonable discretion, to generally discontinue offering or providing the Services or any portion thereof, the Supplier may terminate that portion of the Agreement that relates to such discontinued material; in such event, the Supplier shall have no liability other than to make a prorated refund to the Customer of any unearned fees prepaid by the Customer.
- 16.5 Upon any termination of this Agreement or Services by either party, the Customer (a) shall cease all use of the applicable Services; (b) shall expunge such Services and any portion or copies thereof from all of the Customer's electronic systems, except as otherwise provided in subsection (c) below; and (c) may retain portions of the Services only to the extent necessary for compliance with statutory audit requirements and applicable law or regulations only if such retained portions of the Services are (i) maintained in a restricted, secure, non-testing, non-production, back-up, archival-type environment; (ii) used by the Customer solely to the extent necessary to respond to investigations and/or audit requests from relevant regulatory agencies; and (iii) not used in any other manner or repurposed (e.g., incorporated into new materials or reports) following termination of the Agreement. At the Supplier's request, the Customer shall certify to the Supplier in writing that the Customer has fully complied with the foregoing expungement requirement.
- 16.6 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.7 Not Used
- 16.8 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

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16.9 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.10, 17.4, 18.3, 19 and 20.7, Annex 6, Annex 7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.10 Upon termination or expiry of the Agreement, the Supplier shall:

16.10.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and

16.10.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 COMPLIANCE

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 PREVENTION OF FRAUD AND CORRUPTION

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and

directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

20.1 Each of the Parties represents and warrants to the other that it has full capacity and customer, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other

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breach of the Agreement.

- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any customer to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 NOTICES

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

ANNEX 2

|
Not Used

ANNEX 3 – STATEMENT OF REQUIREMENT

1. PURPOSE

- 1.1 The Customer's Business Partnerships Team, hereafter referred to as the Customer, require the provision of a software licence to access live, up-to-date and accurate business information via a plug-in that can integrate with the Customer's Salesforce Customer Relationship Management System (CRM).
- 1.2 The Customer requires a licence for a twelve (12) month term commencing upon Contract Award. There will be no option to extend.

2. BACKGROUND TO THE CONTRACTING CUSTOMER

- 2.1 The Business Partnerships Team is part of the Government Communication Service (GCS).
- 2.2 The Business Partnerships Team is based in the Customer and enables interaction between business, Number 10 and Customer. The team manages relationships with large UK businesses to help deliver central government's policy priorities.
- 2.3 The team works in three main areas:
- 2.3.1 Innovative business/government initiatives;
 - 2.3.2 Access to industry insight: share business advice and intelligence to inform policy development, and;
 - 2.3.3 Is the central point of contact to help businesses navigate around central government.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Customer requires access to real-time market data through a market intelligence software API (Application Programming Interface) platform licence, which must provide high-quality business and company information data.
- 3.2 S&P Global Inc.'s Global Market Intelligence for Salesforce is required to provide access to comprehensive market data through integration with the Customer's Salesforce CRM application.
- 3.3 This API software platform is required in order for the Customer to enrich and update market data. This will provide an enhanced understanding of the Customer's stakeholders and enable it to make informed business decisions.

4. DEFINITIONS

| Expression or Acronym | Definition |
|-----------------------|---|
| API | means Application Programming Interface. |
| GCS | means Government Communication Service (GCS). |

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5. SCOPE OF REQUIREMENT

6. THE REQUIREMENT

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7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

| Milestone/Deliverable | Description | Timeframe |
|-----------------------|---|---------------------------------|
| 1 | Supplier to return the Signed Contract. | Within 2 days of the Start Date |
| 2 | Access to the Global Market Intelligence for Salesforce and business data | Within week 1 of the Start Date |
| 3 | First Integration into the Customer's Salesforce application | Within week 2 of the Start Date |
| 4 | Second Integration into the Customer's Salesforce application | Within week 3 of the Start Date |

8. MANAGEMENT INFORMATION/REPORTING

8.1 Not Applicable.

9. VOLUMES

9.1 The Volumes are as described in Section 6 of this Annex: The Requirement.

10. CONTINUOUS IMPROVEMENT

10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

10.2 The Supplier should present new ways of working to the Customer during quarterly Contract review meetings.

10.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

11.1 Not Applicable.

12. QUALITY

12.1 Quality shall comply with 3.2 (3.2.1 to 3.2.6) of the Crown Commercial Terms and Conditions for Services (Attachment 5).

13. STAFF AND CUSTOMER SERVICE

13.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

13.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

13.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

14. SERVICE LEVELS AND PERFORMANCE

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15. SECURITY AND CONFIDENTIALITY REQUIREMENTS

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16. PAYMENT AND INVOICING

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| 16.1 | Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. |
| 16.2 | Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. |
| 16.3 | Invoices are to be sent to; |

REDACTED INFORMATION

17. CONTRACT MANAGEMENT

- 17.1 Attendance at any Annual Contract Review meetings shall be at the Supplier's own expense.

18. LOCATION

- 18.1 The location of the Services will be carried out within the United Kingdom (UK), with the principal, but not exclusive, addresses being:

REDACTED INFORMATION

ANNEX 4 – SUPPLIERS RESPONSE

The Customer requires access to company & market data through a market intelligence software API (S&P Global Market Intelligence for Salesforce) platform license, which provides company & market data collected by Supplier (as previously demonstrated through provided samples).

S&P Global Market Intelligence for Salesforce is required to provide access to company & market data through integration with the Customer's Salesforce CRM application to update customers CRM records with Supplier's collected **data**.

ANNEX 5 – CLARIFICATIONS

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ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

1. Data Protection Appendix

Supplier's provision of the Services and Customer's access and use of Services are subject to the provisions of the S&P Data Protection Appendix as set forth on <https://www.spglobal.com/marketintelligence/en/documents/Data-Protection-Appendix.pdf>, which are incorporated into this Agreement and made a part hereof. References to S&P shall be deemed to be references to Supplier and references to Subscriber shall be deemed to be references to Customer. References to the Master Subscription Agreement, Services Attachment and/or Pricing Schedule shall all be deemed to be references to this Agreement.

The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller for the Personal Data held in, and supplied through, the Service. The Customer is the controller for any use made of that data held in the service for its own purposes. The Customer and Supplier are independent data controllers.

2. Supplier's Proprietary Rights/Injunctive Relief

2.1 All proprietary rights (including copyrights, trade secrets, database rights and trademark rights) in the Services (including all ratings and ratings symbology and documentation contained therein) are and shall remain the sole and exclusive property of the Supplier, the S&P Entities and their Third-party Providers. The Services are compiled, prepared, revised, selected and arranged by the Supplier, the S&P Entities and their Third-party Providers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and the Services constitute the valuable intellectual property of the Supplier, the S&P Entities and their Third-party Providers. The Customer shall, to the extent that would be reasonably be expected of a licensee to such proprietary rights, use reasonable endeavours to protect the copyrights, trade secrets, database rights, trademarks, and other proprietary rights of the Supplier, the S&P Entities, and their Third-party Providers in the Services from unauthorized use including any contractual, statutory, or common-law rights, during and after the term of this Agreement.

2.2 Copying of, use of, access to or distribution of the Services or any information, data or software contained therein in breach of this Agreement may cause the Supplier, the S&P Entities and/or their Third-party Providers irreparable injury that cannot be adequately compensated for by means of monetary damages. The Supplier, the S&P Entities or their Third-party Providers may enforce the provisions hereof by means of equitable relief (including injunctive relief) in addition to any other rights and remedies that may be

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available. In the event the Supplier has reasonable grounds to believe is violating the terms and/or conditions set forth in this Agreement, the Supplier shall have the right to suspend delivery of, or the Customer's access to, the Services. To the fullest extent permitted by law, the Customer shall be jointly and severally liable to and indemnify and defend the Supplier, the S&P Entities and their Third-party Providers from and against any and all costs, claims, damages or liabilities (including reasonable attorneys' fees) arising out of use of the Services by the Customer, except to the extent such claims directly arise from Clause 9.3 and 9.4.

2.3 In the event that the Customer uses any portion of the Services containing the data from a Third-party Provider in breach of this Agreement, the Customer agrees that any such Third-party Provider of any portion of the Services may enforce its rights against the Customer as an intended third-party beneficiary of this Agreement. the Customer shall, where applicable, and as required to receive certain portions of the Services, enter into separate agreements with the Supplier, the S&P Entities and/or Third-party Providers, and the Customer shall comply with any conditions, restrictions or limitations imposed therein.

2.4 If the Supplier or the Customer wishes to use promotional material referring to the other party, its services or marks, the party desiring to use such material shall, before using it, submit such material to the other party for review and written approval, which review and written approval shall be in such party's sole discretion to grant or withhold.

Liability

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Appendix of Annex 6

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ANNEX 7 – SUPPLIER’S TERMS AND CONDITIONS

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (“Agreement”) is entered into as of December 09, 2019 (the “Effective Date”), by and between REDACTED INFORMATION, located at REDACTED INFORMATION (“Client”) and S&P Global Market Intelligence LLC, a Delaware limited liability company whose principal office is located at REDACTED INFORMATION. For purposes of this Agreement, “S&P” means S&P Global Market Intelligence LLC, S&P Global Inc., or any of S&P Global Inc.’s subsidiaries (collectively, the “S&P Entities”) that publish and/or distribute the Services (as defined below) and that has entered into a pricing schedule (“Pricing Schedule”), incorporating one or more services attachments (each, a “Services Attachment”) for provision of the Services hereunder.

In this Agreement and its related Pricing Schedules, unless the context requires otherwise:

- words importing the singular shall include the plural and vice versa;
- words importing any gender shall include the other genders and vice versa;
- words importing natural persons shall include firms, corporations, and any other entities recognized by law and vice versa;
- references to the word “include” shall mean “including, without limitation” or “including, but not limited to”;
- headings used are for reference purposes only and shall not affect the interpretation of this Agreement or any of its related Pricing Schedules.

In consideration of the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

1. Services.

1.1. Subject to the terms of this Agreement, S&P grants to the Subscriber identified on the Pricing Schedule a non-exclusive, non-transferable, limited license to access and use the Services internally. Such access and use shall be subject to additional terms and conditions stated in each applicable Pricing Schedule and limited to those Authorized Units identified on the Pricing Schedule. Unless specified otherwise, reference to a Pricing Schedule shall include the accompanying Services Attachments and any exhibits, appendices and/or schedules in connection therewith.

1.2. Definitions. The following terms shall have the meanings set forth below.

1.2.1. “Affiliate” means an entity either directly or indirectly Controlled by, Controlling or under common Control with the Client named above.

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- 1.2.2. "Authorized User" means an employee of Subscriber authorized by S&P (or by Subscriber's System Administrator as permitted in the applicable Pricing Schedule) to access the Services.
- 1.2.3. "Authorized Unit" collectively refers to the entities/items specified in a Pricing Schedule (e.g. department, sites, etc.).
- 1.2.4. "Control" means having a one hundred percent (100%) equity voting interest or the sole power to direct or cause the direction of the management or policies of the entity, whether through the ability to exercise voting power, by contract or otherwise.
- 1.2.5. "Services" means S&P's information products, data, services and software identified in the applicable Pricing Schedule.
- 1.2.6. "Subscriber" means the entity or entities (either the Client named above and/or any Affiliate(s)) identified on any Pricing Schedule.
- 1.2.7. "Third-party Provider" means a supplier of data, information, software, services or other items that are part of or otherwise used in connection with the Services.
- 1.3. Subscriber shall not (a) license, sublicense, transfer, sell, resell, publish, reproduce and/or otherwise redistribute the Services or any components thereof in any manner or (b) provide access to the Services or any portion thereof to any person, firm or entity other than an Authorized Unit. Subscriber shall take all precautions that are reasonably necessary to prevent any unauthorized access, distribution or redistribution of the Services.
- 1.4. Except as expressly permitted in a Pricing Schedule, Subscriber shall not: (a) use the Services as part of Subscriber's intranet or other internal network; or (b) create archival or derivative works based on the Services or any portion thereof or (c) modify, reverse engineer, disassemble, decompile, database or store the Services or any software contained therein. The Client named above and each Subscriber shall ensure compliance with the terms and conditions of this Agreement and the applicable Pricing Schedule.
- 1.5. Each Pricing Schedule executed hereunder and each of its accompanying Services Attachments shall constitute a separate agreement and, except as expressly set forth therein, shall be subject to the terms and conditions of this Agreement. In the event of any conflict among the terms of this Agreement, any Pricing Schedule or the accompanying Services Attachment, the terms of the foregoing documents shall control in the following order: the Pricing Schedule, the Services Attachment and the Agreement. Except as may be specifically provided for in a Pricing Schedule, any modifications contained in any Pricing Schedule shall not modify this Agreement with respect to any other Pricing Schedule.
- 1.6. Subscriber shall not use the Services, in whole or in part, in any manner that competes with S&P or the S&P Entities. Without limiting the foregoing, unless Subscriber enters into a separate agreement with S&P, Subscriber shall not use or permit use

of the Services or any data included therein in connection with the creation, structuring, development, managing, trading, marketing and/or promotion of any financial instrument or other investment product that is based on, or seeks to match the performance of, all or any portion of the Services or any data contained therein such as, without limitation, a security whose capital and/or income value is calculated based on changes in value of an S&P index.

1.7. Modifications/Updates/Enhancements

1.7.1. S&P reserves the right to alter, modify or discontinue the Services and any portions or configurations thereof from time to time. Such alterations and/or modifications may include addition or withdrawal of features and/or data or changes in instructions and/or documentation.

1.7.2. So long as Subscriber is not then in default or breach hereunder, S&P will make available to Subscriber, during the term of this Agreement and any applicable Pricing Schedule, updates to the Services provided that such updates are generally made available by S&P at no additional charge to other subscribers.

1.7.3. S&P may, in its sole discretion, make available enhancements, upgrades and other improvements (individually and collectively, "Enhancements") to the Services for additional fees. Subscriber may choose to receive same, and upon payment of the applicable fees, such Enhancements shall be deemed to be licensed to Subscriber under the applicable Pricing Schedule, unless a separate Pricing Schedule or other agreement has been entered into between S&P and Subscriber with respect to such Enhancements.

2. Delivery/Access. Subscriber may access the Services via the method stated in the applicable Pricing Schedule, and only in accordance with the restrictions set forth therein. Subscriber shall hold, and shall ensure that all of its Authorized Users hold, any passwords/user IDs issued in connection with access to the Services in strict confidence, and instruct all Authorized Users of their obligations in this regard. Subscriber shall promptly advise S&P of any actual or threatened unauthorized disclosure or misuse of the Services or any such passwords/user IDs by Subscriber and shall cooperate with S&P in enforcing the restrictions and limitations set forth herein.

3. Term/Termination.

3.1. This Agreement shall commence on the Effective Date and shall continue in effect for as long as any related Pricing Schedule remains in effect.

3.2. Either party may terminate the applicable Pricing Schedule in the event of a material breach thereof which is not cured within thirty (30) days of written notice of such material breach. S&P shall have the right to terminate this Agreement and all Pricing Schedules in the event that Subscriber is in material breach of the proprietary rights of S&P, the S&P Entities or their Third-party Providers.

3.3. Either party may terminate any or all Pricing Schedules upon written notice to the other

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if the other party is adjudicated as bankrupt or if a petition in bankruptcy is filed by or against the other party or if the other party makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy act or insolvency laws.

- 3.4. If S&P determines in its sole, reasonable discretion, to generally discontinue offering or providing the Services or any portion thereof, S&P may terminate that portion of the applicable Pricing Schedule that relates to such discontinued material; in such event, S&P shall have no liability other than to make a prorated refund to Subscriber of any unearned fees prepaid by Subscriber.
- 3.5. Upon any termination of any Pricing Schedule or Services by either party, Subscriber (a) shall cease all use of the applicable Services; (b) shall expunge such Services and any portion or copies thereof from all of Subscriber's electronic systems, except as otherwise provided in subsection 3.5(c) below and/or in an applicable Pricing Schedule; and (c) may retain portions of the Services only to the extent necessary for compliance with statutory audit requirements and applicable law or regulations only if such retained portions of the Services are (i) maintained in a restricted, secure, non-testing, non-production, back-up, archival-type environment; (ii) used by Subscriber solely to the extent necessary to respond to investigations and/or audit requests from relevant regulatory agencies; and (iii) not used in any other manner or repurposed (e.g., incorporated into new materials or reports) following termination of the applicable Pricing Schedule. At S&P's request, Subscriber shall certify to S&P in writing that Subscriber has fully complied with the foregoing expungement requirement.

4. Fees and Charges.

- 4.1. As consideration for the services granted by S&P under this Agreement, Subscriber shall pay fees and charges stated in the applicable Pricing Schedule, in U.S. Dollars (unless otherwise stated in the Pricing Schedule), plus all applicable value-added, sales, use and similar taxes, and are due in full within thirty (30) days of the date of S&P's invoice. Failure to pay fees and charges when due will result in a late charge at a rate of [REDACTED] per month on all amounts due and not paid within thirty (30) days of the date of S&P's invoice until the time of payment. Subscriber's failure to pay amounts when due constitutes a material breach. In addition to all other rights and remedies available to S&P at law or in equity, S&P also may suspend delivery of the Services or any component thereof for as long as any amount remains unpaid when due.
- 4.2. Where applicable, Subscriber may increase or decrease the number of Authorized Units on or by which the Services are accessed, used, installed or displayed, subject to the following: (a) any additions to the number of Authorized Units that are agreed to by S&P shall take effect on a prorated, prospective basis during the then-current term of the applicable Pricing Schedule; and (b) Subscriber may reduce the number of Authorized Units by providing written notice to S&P at least forty-five (45) days prior to the next renewal date of the applicable Pricing Schedule, such reduction to take effect as of such renewal date. In both instances, fees may be adjusted as applicable.

- 4.3. To the extent required by applicable law, Subscriber shall be entitled to withhold from

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the fees paid to S&P any withholding taxes provided that (a) Subscriber pays the amount so deducted to the relevant tax authority and (b) Subscriber delivers to S&P an original receipt from the relevant tax authority evidencing the amount withheld. Such receipt shall be furnished at the time such fee is paid to S&P or as soon thereafter as is practicable. If the withholding rate can be reduced by application of a tax treaty, S&P hereby elects to apply the reduced withholding rate applicable under such tax treaty. If Subscriber requires a special certificate or form from S&P to support the application of such tax treaty, such certificate or form must be requested from S&P at the time of execution of this Agreement or the applicable Pricing Schedule.

5. Disclaimer of Warranties and Limitation of Liabilities.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Usage Review.

6.1. Subscriber shall, during the term of this Agreement, maintain full and accurate records (including applicable data in electronic format) with respect to access to and usage of the Services for the most recent thirty-six (36) months. During the term of this Agreement and for a twenty-four (24) month period thereafter, S&P shall have the right, during normal business hours, upon reasonable notice to Subscriber and subject to Subscriber's reasonable security procedures, to (a) review relevant portions of those records; and (b) review the manner of access to and usage of the Service, in each case to confirm that fees and charges have been accurately determined and that restrictions on use and access have been observed. In connection therewith, Subscriber agrees, at Subscriber's location, to permit S&P or its representatives to review or receive a demonstration of, any network on or by which any portion of the Services are accessed for purposes of establishing compliance with the terms of this Agreement and/or any Pricing Schedule. The

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costs of any such review shall be borne by S&P unless such review reveals a breach of the terms and conditions of this Agreement by the Subscriber, in which case the costs of such review shall be borne by the Subscriber.

- 6.2. Without limiting anything set forth in Section 6.1 above, an authorized representative of Subscriber shall, at S&P's request (which shall not be more than once per calendar year), promptly provide a written certification of Subscriber's full compliance with any Authorized Unit terms and any other restrictions set forth in this Agreement and any Pricing Schedule and/or other relevant information, including Subscriber's assets under management. S&P may use information obtained by S&P from its own systems or a distributor to verify access to and use of the Services by Subscriber. Subscriber agrees to cooperate fully with S&P in reconciling any disparities in Authorized Unit counts revealed by such verification procedure, and Subscriber shall promptly pay S&P or S&P shall credit Subscriber's account, as appropriate, for the prorated difference, if any, between the amount of fees actually charged Subscriber by S&P and the amount that should have been charged.

7. S&P's Proprietary Rights/Injunctive Relief.

- 7.1. All proprietary rights (including copyrights, trade secrets, database rights and trademark rights) in the Services (including all ratings and ratings symbology and documentation contained therein) are and shall remain the sole and exclusive property of S&P, the S&P Entities and their Third-party Providers. The Services are compiled, prepared, revised, selected and arranged by S&P, the S&P Entities and their Third-party Providers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and the Services constitute the valuable intellectual property of S&P, the S&P Entities and their Third-party Providers. Subscriber shall protect the copyrights, trade secrets, database rights, trademarks, and other proprietary rights of S&P, the S&P Entities, and their Third-party Providers in the Services, including any contractual, statutory, or common-law rights, during and after the term of this Agreement or of any Pricing Schedule.
- 7.2. Copying of, use of, access to or distribution of the Services or any information, data or software contained therein in breach of this Agreement and/or the applicable Pricing Schedule shall cause S&P, the S&P Entities and/or their Third-party Providers irreparable injury that cannot be adequately compensated for by means of monetary damages. S&P, the S&P Entities or their Third-party Providers may enforce the provisions hereof by means of equitable relief (including injunctive relief) in addition to any other rights and remedies that may be available. In the event S&P has reasonable grounds to believe Subscriber is violating the terms and/or conditions set forth in this Agreement and/or the applicable Pricing Schedule, S&P shall have the right to suspend delivery of, or Subscriber's access to, the Services. To the fullest extent permitted by law, the Client named above and each Subscriber shall be jointly and severally liable to and indemnify and defend S&P, the S&P Entities and their Third-party Providers from and against any and all costs, claims, damages or liabilities (including reasonable attorneys' fees) arising out of use of the Services by Subscriber, except to the extent such claims directly arise from Section 8. below, Indemnity for Infringement.

- 7.3. In the event that Subscriber uses any portion of the Services containing the data from a Third-party Provider in breach of this Agreement, Subscriber agrees that any such Third-party Provider of any portion of the Services may enforce its rights against Subscriber as an intended third-party beneficiary of this Agreement. Subscriber shall, where applicable, and as required to receive certain portions of the Services, enter into separate agreements with S&P, the S&P Entities and/or Third-party Providers, and Subscriber shall comply with any conditions, restrictions or limitations imposed therein.
- 7.4. If S&P or Subscriber wishes to use promotional material referring to the other party, its services or marks, the party desiring to use such material shall, before using it, submit such material to the other party for review and written approval, which review and written approval shall be in such party's sole discretion to grant or withhold.

■ [REDACTED]

■ [REDACTED]

[REDACTED]

10. Assignment. Subscriber shall not assign or transfer this Agreement, including any Pricing Schedule without the prior written consent of S&P and any attempted assignment or transfer shall be null and void. In addition to and notwithstanding the foregoing, if the ownership of Subscriber at any time shall pass out of the majority control of its then-current owners by sale of stock or assets, merger or otherwise, Subscriber shall give S&P not fewer than thirty (30) days' prior written notice to the effective date of any change of control. S&P shall have the right to terminate any or all affected Pricing Schedule(s) by providing written notice to Subscriber within the later of thirty (30) days following (a) receipt of such notice of change of control; or (b) the date such change of control occurs. If S&P elects to not exercise the foregoing termination right, any successor-in-interest to the Pricing Schedule as a result of the change of control shall assume all rights and obligations of the Subscriber and shall be responsible for adhering to the terms thereof.

11. Miscellaneous.

11.1. Governing Law. This Agreement and any Pricing Schedule shall be interpreted, construed and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of laws provisions thereof. The parties hereto and their successors and assigns irrevocably consent to the exclusive jurisdiction of any courts located in the State of New York, New York County for the resolution of any disputes arising from or related to this Agreement.

11.2. Entire Agreement. This Agreement, together with all Pricing Schedules, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous oral or written agreements, representations, discussions or understandings between the parties with respect to its subject matter.

11.3. Terms of Agreement as Confidential. The terms of this Agreement and related Pricing Schedules, and any applicable amendments thereto, shall be protected as confidential information and shall not be disclosed to any third parties; provided however, either party may disclose such terms (a) in summary form in connection with the sale or transfer of substantially all of its assets or (b) as required by applicable law.

11.4. Authority and Binding Effect. Each party warrants that its entry into this Agreement,

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including any Pricing Schedules, is lawful and does not violate any other agreement to which it is a party. This Agreement, including the related Pricing Schedules, shall be binding upon, shall continue to operate to the benefit of, and shall be enforceable by the parties and their permitted successors and assigns. Except as otherwise expressly permitted by this Agreement or the related Pricing Schedules, no amendment, including the provisions and terms of any purchase order or other agreement, shall be binding upon the parties unless in writing and signed (either with a handwritten signature or via an electronic signature process) by an authorized representative of the parties.

- 11.5. Waiver. The failure of a party to insist upon strict compliance with any term or condition of this Agreement, including any Pricing Schedule, on any occasion shall not be construed as a waiver with regard to any subsequent failure to comply with such term or condition. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof. No waiver of any term or condition of this Agreement including any Pricing Schedule shall be effective unless agreed to in writing by the party granting the waiver.
- 11.6. Compliance with Law. Each party shall perform its obligations under this Agreement, including any Pricing Schedule, in compliance with all applicable laws and regulations, now or hereinafter in effect. Nothing in this Agreement including any Pricing Schedule shall be construed to mean that either party is required to take any action contrary to, or prohibited by, or otherwise in violation of any applicable laws or regulations.
- 11.7. Severability. If any term or condition of this Agreement, including any Pricing Schedule, is found by a court, administrative agency or jurisdiction to be unenforceable, the remaining terms and conditions shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.
- 11.8. Force Majeure. Neither party shall have responsibility or liability for any delays or interruptions in or failures of its performance under this Agreement including any Pricing Schedule beyond its reasonable control, including, acts of God, acts of governmental authority, fire, acts of war, terrorism, flood, strikes, severe or adverse weather conditions, power failures or communications line or network failures.
- 11.9. Independent Contractors. Each Subscriber and S&P are independent contractors, and nothing in this Agreement, including any Pricing Schedule, shall be construed or implied to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Neither party is an agent or representative of the other or is authorized to make any warranties or assume or create any other obligations on behalf of the other.
- 11.10. Counterparts. This Agreement and the related Pricing Schedules may be executed in counterparts, all of which together shall be considered one and the same agreement.
- 11.11. Survival. Sections 1.6, 3.5, 4.1, 4.3, 5. , 6. , 7. , 9. , 11. , 12. , and 14. shall survive any termination or expiration of this Agreement and/or related Pricing Schedules.

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12. Notices. Unless specified otherwise in an applicable Pricing Schedule, all notices and other communications under this Agreement 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 Contact as indicated on each applicable Pricing Schedule, with a copy to:

REDACTED INFORMATION

Attention: S&P Global Market Intelligence [REDACTED]

E-mail: REDACTED INFORMATION

If to Subscriber: Subscriber Contact as indicated on each applicable Pricing Schedule

13. Economic Sanctions. As of the Effective Date of this Agreement and the applicable Pricing Schedule: (a) neither Subscriber nor S&P (nor any of the subsidiaries or any director or corporate officer of any of the foregoing entities) is the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or other relevant sanctions authority (collectively "Sanctions"); (b) neither Subscriber nor S&P is (i) fifty percent (50%) or more owned or controlled, directly or indirectly, by any person or entity that is the subject of Sanctions, (ii) an agency or instrumentality of, or an entity owned or controlled by, the government of a country that is the subject of territorial Sanctions, or (iii) located, organized, or resident in a country that is the subject of territorial Sanctions; (c) to the best of Subscriber's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of Subscriber is the subject of Sanctions; and (d) to the best of S&P's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of S&P is the subject of Sanctions. For so long as this Agreement is in effect, either party will promptly notify the other if any of these circumstances change.

14. Electronic Agreement "Opt Out". ☐ Unless either party hereto opts out by checking this box (therefore requiring the original Agreement be maintained in paper form), the parties agree that the electronic copy of this Agreement retained by S&P shall be the "original", written, complete and exclusive statement of this Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the Effective Date. The parties agree that execution of this Agreement via an electronic signature process shall constitute valid execution hereof.

REDACTED INFORMATION

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Signature

Date:

Name:

Title:

Email:

S&P Global Market Intelligence LLC

Signature

Date:

Name:

Title:

SERVICES ATTACHMENT TO THE MASTER SUBSCRIPTION AGREEMENT

S&P CAPITAL IQ FOR SALESFORCE.COM

(Company and People Data)

This Services Attachment (this “Attachment”) and the accompanying Pricing Schedule(s) entered into by and between Subscriber (as set forth in the Pricing Schedule) and S&P (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 entities identified as “Client” and “S&P” under the Agreement. Any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

Commencement Date of this Services Attachment: December 09, 2019

Internal Contract Number of this Services Attachment: [REDACTED]

Client under the Master Subscription Agreement: REDACTED INFORMATION

for the Cabinet Office Effective Date of the Master Subscription Agreement:

December 09, 2019 Internal Contract Number of the Master Subscription Agreement: [REDACTED]

Agreement:

1. Description of Services. For purposes of this Attachment, all references herein to “Services” shall mean Company and People Data and information and related software provided and accessible via <http://www.salesforce.com> and/or other designated websites provided by salesforce.com, inc. (“SFDC”) (including any additional functionality, data 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. Subject to the terms of this Pricing Schedule, Services Attachment and Agreement, Subscriber shall at all times have an agreement in place with SFDC for provision of SFDC’s online services (the “SFDC Services”). SFDC provides the SFDC Services based on one month service orders, which orders shall automatically renew; provided that SFDC may terminate such service orders upon thirty (30) days prior written notice to S&P. Subscriber shall provide S&P with the name, email address, and job title of each Authorized User of the Services and shall notify S&P whenever a person ceases to be an Authorized User. S&P may use such information (and provide such information to SFDC) to verify access to and use of the Services by Subscriber. Subscriber agrees to cooperate fully with S&P in reconciling any disparities in usage/usage counts revealed by such verification procedure. S&P reserves the right to withhold or withdraw a password to any Authorized User of the

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Services in its sole business judgment.

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- 2.2. Sharing of user IDs/passwords and simultaneous access via the same user ID/password is prohibited. Except as expressly permitted in Section 2.5 below or in an applicable Pricing Schedule, Authorized Users may not share or distribute any data or information from the Services with or to any individuals.
- 2.3. Subscriber acknowledges that its access to the Services is subject, at all times to the authorization of SFDC for such access. Subscriber acknowledges that its access to the Services may be suspended or terminated as a result of notification by SFDC to S&P of such suspension or termination, due to, among other things, breach or expiration of its agreement for the SFDC Services. In such event, S&P shall promptly notify Subscriber and provide Subscriber with reasonable support in its efforts to regain access to the Services.
- 2.4. Authorized Users shall be given the capability of submitting and storing Subscriber information on the SFDC Services via the Services. To the extent any Subscriber information is transmitted outside of SFDC's systems, neither S&P nor SFDC shall be liable for the privacy, security or integrity of such Subscriber information. S&P shall not be responsible or have any liability for Subscriber's use and access to the SFDC Services or other SFDC services provided as part of the Service, including but not limited to, any fees payable by Subscriber for access to such service(s).
- 2.5. Notwithstanding anything to the contrary in the Agreement, subject to the terms and conditions set forth in this Attachment, Subscriber, as part of and in the ordinary course of its internal operations, may provide and distribute (orally, in hard copy or in a non-manipulable electronic format only) on an infrequent, ad-hoc, incidental and no-charge basis, to employees of Subscriber, information, reports, presentations and other publications (individually and collectively, "Subscriber Materials") that display de minimis amounts (both in terms of the amount of material obtained 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. Subscriber shall provide S&P with copies of sample Subscriber Materials containing the Excerpt upon S&P's request. Subscriber shall give appropriate credit to S&P as the source of any Excerpt and include an appropriate disclaimer of liability on behalf of S&P or its third-party information providers generally in relation to the Excerpt and the context from which it is drawn. 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 redistribution.
- 2.6. Subscriber shall not save, store or archive any portion of the Services (other than the most recent update to the Services as delivered by S&P) in Subscriber's electronic systems unless Subscriber is granted a separate license to do so, as may be set forth in the applicable Pricing Schedule, except to the extent necessary and required to comply with (a) applicable law or regulation and/or (b) internal compliance or audit requirements and policies.
- 2.7. Notwithstanding anything in this Attachment or the Agreement to the contrary,

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Subscriber shall not use the Services, in whole or in part in any manner that competes with S&P or its affiliates, including without limitation, any distribution of the Services or derivative works based thereon. In furtherance of and not in limitation of the foregoing, Subscriber may not offer or deliver (and shall not permit any third-party to offer or deliver) access to the Services any information therefrom to any third-party that is in the business of providing (a) data or access to databases to financial services companies, (b) customer relationship management software or (c) other tools, databases or services which could reasonably be considered to be competitive with the Services.

- 2.8. Subscriber agrees and acknowledges that certain portion(s) of the Services are provided by S&P pursuant to licenses granted to S&P by third-parties. Notwithstanding anything to the contrary herein, Subscriber shall, where applicable, and as required to receive certain portions of the Services, enter into separate agreements with S&P, its affiliates and/or third-party suppliers and Subscriber shall comply with any such conditions, restrictions, or limitations imposed therein.
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 between 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.

PRICING SCHEDULE

Subscriber: REDACTED INFORMATION

Address: REDACTED INFORMATION

Billing Email Address: REDACTED INFORMATION

Sales Representative: REDACTED INFORMATION

Internal Contract Number of the Master Subscription Agreement: REDACTED
INFORMATION

Effective Date of the Master Subscription Agreement: December 09, 2019

Internal Contract Number of this Pricing Schedule: REDACTED INFORMATION

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Commencement Date of this Pricing Schedule: December 09, 2019

Initial Term of this Pricing Schedule: December 16, 2019 through December 15, 2020

Notwithstanding anything to the contrary in the Agreement or the Attachment, the following renewal, notice, fee increase and related termination provisions shall control. This Pricing Schedule shall not automatically renew and agreement of the parties shall be required to renew. Such agreement to renew this Pricing Schedule for a further period of one (1) year (or such other period as set forth in a Renewal Invoice (as defined below)) commencing immediately upon expiration of the then-current term of this Pricing Schedule, shall be evidenced by (i) S&P's issuance of an invoice which may include a fee increase (a "Renewal Invoice") and (ii) Subscriber's subsequent payment of such Renewal Invoice.

S&P may send the Renewal Invoice via email or regular mail approximately forty-five (45) days in advance of the expiration of any term. If Subscriber fails to pay the Renewal Invoice by the expiration date of the then-current term of this Pricing Schedule or thirty (30) days following the Renewal Invoice date, whichever is later, then this Pricing Schedule terminates.

Notwithstanding anything to the contrary, during any period that extends beyond the expiration date of the then-current term a) if Subscriber provides written notice to S&P of its intent not to renew the term of this Pricing Schedule (such notice may be sent via e-mail), S&P may suspend delivery of the Services. In such event, Subscriber shall be liable for payment of a prorated portion of the fees for the Services (based on the rate previously in effect) until the effective date of such suspension; and b) Subscriber shall be subject to the terms and conditions of this Pricing Schedule and the Agreement during such period.

1. CONTRACT DESCRIPTION FOR SERVICE: Salesforce on S&P Capital IQ Desktop

Authorized Unit/License Type: Subscriber-wide License

Delivery Method: [REDACTED]

Commencement Date of Services Attachment: December 16, 2019

Internal Contract # of Services Attachment: [REDACTED]

Services Attachment Name: Capital IQ on Salesforce.com Services Attachment

Fees: Year 1:GBP [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, 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 for the Services 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 after the announcement and prior to the closing of an 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. By way of clarity, the foregoing is not intended to limit or restrict either Party’s termination rights set forth in the Agreement or Attachment.

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. 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

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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.

4. 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 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.

Special Instructions:

- S&P shall bill the above referenced fees on a(n) annual basis in advance.

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, REDACTED INFORMATION [REDACTED]
[REDACTED] (E-mail: REDACTED INFORMATION)

If to Subscriber: REDACTED INFORMATION Attn: REDACTED INFORMATION

Fees: Notwithstanding anything to the contrary, the following process shall control for fee increases: Notice of fee increases may be in the form of an invoice or other notification sent via email or regular mail.

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.

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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:

REDACTED INFORMATION

Signature

Date:

Name:

Title:

Email:

S&P Global Market Intelligence LLC

Signature

Date:

Name:

Title:

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