**ORDER FORM**

The undersigned client ("Client") hereby requests the undersigned Moody’s entity (“Moody’s”) to furnish to Client, the publications, services, data, software and other products as are indicated below and, in consideration thereof, agrees to pay to Moody’s the corresponding fees set forth below.

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| **INFORMATION**  | **DELIVERY METHOD**  | **LICENSE PARAMETER(S)**  |
|  Orbis Global FAME A FAME B FAME C FAME Irish Images FAME Maps    |  • Web   | Permitted Site: For use by Client, located in the United Kingdom.  Authorized Usage: * Portal access
* Usage solely for Department for Science, Innovation and Technology (DSIT).

 Users: Named Users: 3 Orbis & 35 Fame.Concurrent Users: : 3 Orbis & 35 Fame.   |

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| **Initial Term**: 1 year, renewing annually thereafter  | **Effective Date**: January 1, 2025  | **End Date**: December 31, 2025  |
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|  |  | **TOTAL FEES:** £151,500.00 *Plus Applicable Taxes*  |

**Additional Terms and Conditions:**

1. License Restrictions.

* 1. Unless specified otherwise,

(i) The Client may download, save or print out limited excerpts of data contained in the licensed Information solely as required by it in pursuance of its permitted use of the licensed Information as set out in the table above. The Client acknowledges that it is not entitled to download any credit ratings, nor copy, save or print out, on any one occasion or in a series of occasions, any data contained in the licensed Information so as to obtain a version of all or a substantial part of such data; (ii) Client shall not and shall procure that none of its Affiliates or their respective employees and consultants shall, use the

Information to create a product which (a) competes with Moody’s or any of its licensors or (b) provides the same or substantially similar functionality, content or features to such Information, as applicable;

* + 1. The above license includes access for the specified number of Users noted above next to each product and/or service (the "Information", as further defined in the Terms of Agreement) at the Permitted Site (specified in the table above).
		2. Client will not; (a) use the Information in any manner for training or development of artificial intelligence technologies or tools or machine learning language models; or (b) use the Information in connection with artificial intelligence technologies or tools or machine learning language models to generate any data or content and/or to synthesize or combine the Information or any portion thereof with any other data or content. Notwithstanding anything to the contrary, Section 5 of the Terms of Agreement shall not limit or exclude damages resulting from any breach by Client of this Section 1.1 (iv).

* 1. Delivery Method.

• **Web Access.** Each User shall access and use the Information via the Client’s IP address or Single Sign-on (“SSO”) or via username and password. The Information and associated accesses described in the preceding sentence may only be used on behalf of the Client.

1. Availability. Moody’s will use commercially reasonable efforts to make the Information set forth above available with a monthly uptime percentage of at least 99.5% for all services measured at its edge routers and an average speed (home page display) of less than 3 seconds with the exception of: (i) minimal planned maintenance periods on any given day; (ii) other scheduled maintenance periods, provided Moody’s gives Client a twenty-four (24) hour notice; and (iii) technical outages or outages arising from other circumstances beyond the reasonable control of Moody’s, including but not limited to equipment malfunctions, interruption or failure of telecommunication or digital transmission links, delays or failures due to Internet problems, hostile network attacks, network congestion or other failures.

1. Anti-Virus Software. Moody’s will maintain industry standard anti-virus software that is designed to detect, prevent, remove and remedy any code, files, scripts, agents from the Information listed above that are intended to do harm (including software viruses, worms, Trojan horses, time bombs and the like). Such software shall be updated at reasonable intervals in response to changes in potential threats.

1. Standard Support. Moody’s will provide its standard support for the Information listed above at no additional charge between 08:30 - 17:30. Client may designate up to three (3) personnel to submit support requests. Support is limited to designated Client personnel. Standard support is limited to the use of reasonable commercial efforts to answer questions from Client regarding the general utilization of the licensed Information and does not include support relating to any changes or customizations made to such Information, or assistance with design, development and debugging of code or implementations, including but not limited to creation or deployment of customizations. In connection with any request by Client for support, Client shall provide Moody’s with all information and access to Client’s computers that is reasonably necessary to respond to the request.
2. Publicity. Moody’s shall be entitled to issue press releases or otherwise make public statements with respect to the conclusion of an agreement with the Client without prior consent subject to such disclosure not containing any confidential information or technical information of Client. Client authorizes Moody’s to identify Client as a client of Moody’s (using Client’s name and logo), and generally describe the Moody’s products provided to Client, on Moody’s website, and in Moody’s promotional materials, presentations, and proposals, in connection with Moody’s sales and marketing campaigns to current and prospective clients.

Client and Moody’s each agree to, and confirm their intent to be bound by, all the terms hereof, including the Online Terms of

Agreement posted at [www.moodys.com/TOA](https://www.moodys.com/web/en/us/site-assets/online-terms-of-agreement.pdf) as of the Order Form Effective Date (“Terms of Agreement”), which shall be incorporated herein by reference. All capitalized terms not otherwise defined in this Order Form shall have the meanings set forth in the Terms of Agreement. Each party agrees that facsimile, digitally scanned or other electronic copies of signatures shall be valid and binding as originals.

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| **SIGNED BY:**  |  | **ACCEPTED BY:**  |
| **Department for Science, Innovation and Technology** 22-26 Whitehall,  |  | **Moody's Analytics UK Limited**  |
| London, SW1A 2EG United Kingdom  |   |  [REDACTED] |

[REDACTED]

 {{\_es\_:Signer1:signature }} {{\_es\_:Signer2:signature }}

Signature: Signature:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Print Name:  | [REDACTED]e\_es\_:signer1 }}  |   | Print Name:  | [REDACTED]name\_es\_:signer2 }}  |

Title: [REDACTED]

# \*title\_es\_:signer1 }}Title: [REDACTED] {{\*title[REDACTED]\_es\_:signer2

 20/12/2024{{\_es\_:signer1:date }} 20/12/2024{{\_es\_:signer2:date }}

Date: Date:

|  |
| --- |
| **\*\*\*Please review the billing/notices information below and update or correct if necessary.\*\*\***  |
| **I CONFIRM THE DETAILS BELOW ARE COMPLETE AND ACCURATE.**  | {{\_es\_:Sign[REDACTED]er1:signature }} |

 Signature

|  |  |  |  |
| --- | --- | --- | --- |
| **Purchase Order Number Required on Invoices?**  | Yes {{\*POReq\_es\_:signer1:radio(Yes)}} No {{\*POReq\_es\_:signer1:radio(No)}} | **Purchase Order Number:** (If Required on Invoice) | {{PO\_es\_:signer1 }}  |
| **Invoice Delivered to a Portal?**  | Yes {{\*Portal\_es\_:signer1:radio(Yes)}} No {{\*Portal\_es\_:signer1:radio(No)}}  | **Client Contact for Portal Assistance/Support:**  | **Name:** {{PortalContactName\_es\_:signer1 }} **Email:** {{PortalContactEmail\_es\_:signer1 }}  |
| **Tax Exempt?**  | Yes {{\*TaxEx\_es\_:signer1:radio(Yes)}} No {{\*TaxEx\_es\_:signer1:radio(No)}}  | ***NOTE: Moody’s can only issue invoices exempt of tax if the required documentation has been provided and is still valid. To ensure your invoice reflects tax correctly, please provide the relevant certificate/documentation to your sales representative along with your executed agreement.***  |
| **Billing Cycle:**  | Annual | **Payment Terms:**  | [REDACTED] |

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| ***Current Billing/Notices Information***  | ***Update Billing/Notices Information (if needed)***  |
| **Bill-to Company:**  | **Department for Science, Innovation and Technology**  | **Bill-to Company:**  | {{Company\_es\_:signer1 }}  |
| **Bill-to Address:**  | 22-26 Whitehall, London, SW1A 2EG United Kingdom  | **Bill-to Address:**  |  {{largeField1\_es\_:signer1:multiline(4) }}  |
| **Bill-to Contact:**  | **Name:** [REDACTED]**Email:**[REDACTED] | **Bill-to Contact:**  | **Name:** {{BillTo\_es\_:signer1 }} **Email:** {{BillingEmail\_es\_:signer1 }}  |
| **Ship-to Company:** | Department for Science, Innovation and Technology | **Ship-to Company:**  | {{ShipTo\_es\_:signer1 }}  |
| **VAT/Tax ID:** (If Applicable) |  | **VAT/Tax ID:** (If Applicable)  | {{VATID\_es\_:signer1 }}  |