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 E [contactus@woodmac.com](mailto:contactus@woodmac.com)  
[www.woodmac.com](http://www.woodmac.com)

**Quote number – Q-41908**

**17-Aug-2023**

**Quote expires on date – 16-Sep-2023**

**Prepared for:**

Department for Energy Security & Net Zero  
 3 Whitehall Place  
 London  
 London  
 SW1A 2AW  
 United Kingdom

**Prepared by:**

Wood Mackenzie Ltd  
 Exchange Place 2  
 5 Semple Street  
 Edinburgh EH3 8BL  
 United Kingdom

In consideration of payment by **Department for Energy Security & Net Zero** ("Client") of each Access Fee specified below, **Wood Mackenzie Ltd** ("Wood Mackenzie") will provide to Client and your Affiliates, the right and means to access, and to permit your Permitted Personnel to access the Products, for use during the Subscription Period(s) specified below for those Products all as described herein upon the terms and conditions of this Agreement, including the General Terms and Conditions attached to this and any other attachments to this Quote. This Agreement governs your rights to one or more Wood Mackenzie Websites as specified below or as later specified from time to time by Wood Mackenzie; and, where relevant to a particular Product, to the views of Wood Mackenzie personnel. Capitalised terms if not defined herein are defined in Section 1 of the General Terms and Conditions.

**Subscription Products**

Product	Subscription Period	Delivery Method
Lens Upstream - Upstream Discovery - Europe (UK)	01-Sep-2023 to 31-Aug-2024	Lens
Upstream Service - UK	01-Sep-2023 to 31-Aug-2024	Website
	<b>Total Access Fee (GBP)</b>	

**Additional Services**

Service	Subscription Period	Sessions	Access Fee (GBP)
Complimentary Training	01-Sep-2023 to 31-Aug-2024	3	0
		<b>Total Access Fee</b>	0

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EMEA +44 (0)131 243 4477  
Americas +1 713 470 1700  
AsiaPacific +65 6518 0888  
[Email: support@woodmac.com](mailto:support@woodmac.com)

Wood Mackenzie Ltd  
Registration number: SC222302  
Registered address: 16 Charlotte Square, Edinburgh,  
EH2 4DF



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Support

- Access to Research Analysts – you will have telephone and email access to our research analysts if you require specific industry information on an ad-hoc, occasional basis
- IT Support – you will have telephone and email access to our IT specialists if you have any questions concerning the operation of the Website provided to you
- General - You will have telephone and email access to the Wood Mackenzie Customer Support team for general inquiries
- On-line help facilities and product guides via the Website

Access Fees, Payment Terms & Billing Schedule

- All Access Fees are exclusive of any applicable value added tax or other sales or use taxes
- Wood Mackenzie will issue invoice following signature of document. Invoices will be issued in GBP and will be sent via email to the nominated invoicing contact. Payment is due 30 days from date of Invoice
- Do you require a Purchase Order number to be referenced on your invoice?
- Purchase Order Number:

For and on behalf of Department for Energy Security & Net Zero ("Client")

Signature Date 8/25/2023

Printed Name [Redacted] Title Director, Energy Development

Signature Date

Printed Name Title

For and on behalf of Wood Mackenzie Ltd ("Wood Mackenzie")

SignatureDate 17-Aug-2023

Printed Name [Redacted] Title [Redacted]

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### Billing and Delivery Contacts

This section does not form part of the Contract and may be updated from time to time by communication between the parties in the ordinary course of business.

#### Billing Contact:

<b>Bill/Invoice to Legal Entity Name:</b> Department for Energy Security & Net Zero			
<b>Contact Name:</b>			
<b>Address Line 1:</b>	73 Yorkshire Street		
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>City:</b>	Salford	<b>State:</b>	
<b>Post Code/Zip:</b>	M3 5EG	<b>Country:</b>	United Kingdom
<b>Email:</b>	[REDACTED]		

#### Additional Billing Contact if required:

<b>Bill/Invoice to Legal Entity Name:</b>			
<b>Contact Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>City:</b>		<b>State:</b>	
<b>Post Code/Zip:</b>		<b>Country:</b>	
<b>Email:</b>			

#### Delivery Contact:

<b>Delivery to Legal Entity Name:</b> Department for Energy Security & Net Zero			
<b>Contact Name:</b>	[REDACTED]		
<b>Address Line 1:</b>	73 Yorkshire Street		
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>City:</b>	Salford	<b>State:</b>	
<b>Post Code/Zip:</b>	M3 5EG	<b>Country:</b>	United Kingdom
<b>Email:</b>	[REDACTED]		
<b>Tax Registration/ VAT Number:</b>			

#### Additional Delivery Contact if required:

<b>Delivery to Legal Entity Name:</b>			
<b>Contact Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>City:</b>		<b>State:</b>	
<b>Post Code/Zip:</b>		<b>Country:</b>	
<b>Email:</b>			
<b>Tax Registration/ VAT Number:</b>			

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## **General Terms and Conditions** **Version: May 2022**

These General Terms and Conditions constitute a part of the Agreement between Client and Wood Mackenzie into which they have been incorporated by reference. The capitalised terms used in these General Terms and Conditions, if not defined herein, are defined in the other documents forming part of the Agreement.

### **1. Definitions.**

In this Agreement, unless the context requires otherwise

- 1.1. "Access Fee" means the fee payable by Client for the Products;
- 1.2. "Additional Services" means those services that may be provided from time to time, as detailed in the Quote, including but not limited to training and analyst time and subject to the Cancellation Policy;
- 1.3. "Affiliate" means any entity that, at the date of signature of this Agreement, controls or is controlled by Client (a person will "control" another person if it owns, directly or indirectly, more than 50% of the equity in that person);
- 1.4. "Agreement" means these general terms and conditions (the "General Terms and Conditions"), the Quote and any other attachments to these documents;
- 1.5. "Applicable Data Protection Law" means all data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable: (i) GDPR; and (ii) any and all applicable national data protection laws made under or pursuant to (i) as may be amended or superseded from time to time;
- 1.6. "Cancellation Policy" means 100% of the fee payable for any cancellation by Client of the Additional Services less than week prior to the agreed date;
- 1.7. "Client" means the entity named and signatory to the Agreement;
- 1.8. "Client Data" means information and data provided by the Client pursuant to the Products and Services detailed in the Quote;
- 1.9. "Complimentary Products" means those Products detailed in the Quote from time to time that Wood Mackenzie may, at its discretion provide to Client on a complimentary basis. Notwithstanding anything to the contrary in the Agreement, Wood Mackenzie reserves the right to terminate access to the Complimentary Products, without liability to Client upon five business days' notice;
- 1.10. "Controlled Access" means the access to the Products will be limited to the Permitted Personnel specified in the Quote, or the number of licences where otherwise specified. Wood Mackenzie shall restrict the registration process described in Section 2.4 of the General Terms and Conditions accordingly and Section 2.10 shall not apply;
- 1.11. "Credit Limit" means the 40 credits available when subscribing to the Curated Service Product on a drawdown basis to receive the Indicative Requests.
- 1.12. "EU GDPR" means the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation).
- 1.13. "GDPR" means the EU GDPR and the UK GDPR collectively.
- 1.14. "Indicative Requests" means the following requests and the credit charge attached to such request that Client may make up to the Credit Limit as part of its subscription to the Curated Service: 1 asset report – 1 credit; 1 long-term outlook/corporate report/country overview – 3 credits; 1 valuation (asset or company), run at WM or client-specified price/discount rate – 1 credit; up to 1 hour analyst call (one WM analyst) – 1 credit; up to 1 hour analyst call (multiple WM analyst teams) – 2 credits; 1 (one) dataset (such as asset information/regional supply/commodity price/benchmarking) – 1 credit; 1 dataset

combining multiple Wood Mackenzie sources – 2 credits. Wood Mackenzie reserves the right to change these charges for a request, depending on the extent of the request received.

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- 1.15. "Intellectual Property Rights" means any and all intellectual property rights, including patents, supplementary protection certificates, petty patents, utility models, trademarks, domain names, database rights, rights in designs, copyrights (including rights in computer software) and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights), moral rights, goodwill, know-how and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions;
- 1.16. "Permitted Computer" means any computer, tablet or mobile device that is part of a network administered by Client under the personal control of one of its Permitted Personnel, or one which is permitted under section 2.3;
- 1.17. "Permitted Personnel" means any employee or director, of Client and/or its Affiliates that is authorised to access any Product, or Services;
- 1.18. "Products" means the information, data and professional services that constitute the products detailed in the Quote, including any Reports, but excludes Client Data;
- 1.19. "Quote" means an offer by Wood Mackenzie to Client setting out the applicable Products, Subscription Period, Access Fee and other details as necessary for the grant of licence to the Products, and which together with the General Terms and Conditions constitute the Agreement;
- 1.20. "Reports" means each report, study or other publication named in the Quote. Note that the following sections and reference to the Subscription Period shall not apply to the provision of Reports 2.5, 2.10, 3, 4.1, 4.2 and 5.3;
- 1.21. "Services" means the delivery by Wood Mackenzie of any Products or other data via email, the Website, or LENS Direct (comprising of FTP, MS Excel plug-in, API, Amazon S3, and any other direct delivery solutions made available by Wood Mackenzie) or the provision of any consultatory or support service specified in the Quote;
- 1.22. "Subscription Period" means the period of access to the Products that is specified in the Quote as may be terminated or extended pursuant to the General Terms and Conditions;
- 1.23. "Technical Elements" means any content, knowledge, experience, deliverables, data, transactional data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications whether included in the Products, Services or otherwise provided to Client;
- 1.24. "UK GDPR" means the retained EU law version of the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419);
- 1.25. "Website" means one or more Wood Mackenzie websites as specified in the Quote or as later specified from time to time by Wood Mackenzie;
- 1.26. the words "included", "includes" and "including" are not terms of limitation.

## **2. Grant of Licence; Use of User Names and Passwords; Subsidiaries and Affiliates; Indemnity.**

- 2.1. In consideration of payment by Client of each Access Fee, Wood Mackenzie grants Client and its Permitted Personnel, upon the terms and conditions set forth in this Agreement, for the Subscription Period, a revocable, non-transferable, except as provided herein, and non-exclusive licence solely for its internal business purposes to:
  - (i). enter the restricted portion of the Website for the sole purpose of downloading from the Website to a Permitted Computer and reproducing in storage media of a Permitted Computer copies of the Website pages containing the Products, and downloading from the Website to a Permitted Computer and reproducing in storage media of a Permitted Computer files (such as Word, Excel or PDF files) containing one or more portions of the Products;
  - (ii). download from the applicable Service to a Permitted Computer and reproduce in storage media of a Permitted Computer copies of any portion of the Products, including any files (such as Word, Excel or PDF files), embedded in such applicable Service and to export, copy or integrate data and shapefiles from that Product into software applications on a Permitted Computer;

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- (iii). copy such pages, files or portions thereof, and portions of the Products, into new files, whether or not such new files constitute derivative works, and reproduce such new files in storage media of a Permitted Computer;
- (iv). copy and distribute electronic or printed copies of such pages, files or new files to its Permitted Personnel;
- (v). copy and distribute electronic or printed copies of such new files to persons that are not its Permitted Personnel, provided that such new files contain, in addition to information obtained from any Product, information or interpretation not contained in the Products and that such new files, alone or in the aggregate, do not constitute a substantial portion of any Product in its unaltered state;
- (vi). and make such backup copies as may be necessary for its lawful business use, in each case for the sole purpose of receiving the Products in accordance with the terms of this Agreement; and
- (vii). access and use any other element of the Services (other than the Website, for which the licence terms are described above),

subject to such restrictions as are set out in this Agreement.

2.2. Notwithstanding the foregoing, Client shall not, and shall take all precautions that are reasonably necessary to ensure that Client does not:

- (i). include information obtained from a Product or Service in, or supply such information for inclusion in, any public document relating to a financial transaction, including a prospectus, circular, memorandum or report, without obtaining Wood Mackenzie's prior written consent (which may be subject to payment of a fee for such use and additional terms and conditions applicable to such usage);
- (ii). provide copies of any Product or materials obtained via the Service, in whole or in part, to enable any individual that is not Permitted Personnel, except as provided for section 2.1(v), to obtain the benefits of any Product or Service without payment of the appropriate Access Fee to Wood Mackenzie;
- (iii). provide access to the Products or Services, or any part of the Products or Services, to any third party (including, without limitation, third-party consultants and vendors) other than as permitted by this Section 2 without obtaining prior written consent from Wood Mackenzie, which Wood Mackenzie may withhold in its absolute discretion;
- (iv). except with Wood Mackenzie's prior written consent (which may be subject to payment of a fee for such use and additional terms and conditions applicable to such usage), use or permit any third party to use, (a) any Product, Service or any information or data contained in or derived from any Product or Services, whether in whole or in part to develop, create, improve, or commercialise any product, service or other offering, process, algorithm, neural network, or other computational method, for its own internal business purposes or otherwise, nor (b) in any way that operates, supports, or gives rise to a functional substitute for any part of the Products or Services;
- (v). access, store, distribute or transmit any Viruses, or any material during the course of its use of the Products and/or Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive, facilitates illegal activity or causes damage or injury to any person or property. "Virus" means any item, software, device or code which is intended by any person to, or which is likely to, or which may: (a) impair the operation of any software or computer systems; (b) cause loss of, or corruption or damage to any software or computer systems or data; (c) prevent access to or allow unauthorised access to any software or computer system or data; (d) causes any part of the Products or Services to become inoperable or otherwise incapable of being used in the full manner for which they are provided; or (e) damage the reputation of Wood Mackenzie, including in each case any computer virus, trojan horse, worm, software bomb, authorisation key, licence control utility or software lock; or
- (vi). (and shall not permit any third party) to (a) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to any software provided as part of the Services in whole or in part except as expressly stated in section 2.1 or to the extent such action is legitimately required for the purposes of integrating the operation of such software with the operation of other software or systems used by Client; (b) perform any penetration test, load test, denial of service simulation or vulnerability scan on the Website, (c) access or attempt to access the data of another Wood Mackenzie Client, or (d) use any software tool designed to emulate the actions of a human user in conjunction with the Products.

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This Agreement grants no right to sublicense, rent or loan any Product or Service, nor does it grant any right to create a derivative work based upon any Product or Service except as otherwise expressly provided herein.

- 2.3. Client may not use the Product or Service on any other third-party service except with Wood Mackenzie's prior written consent which Wood Mackenzie may withhold in its absolute discretion (and which may be subject to payment of a fee for such use and additional terms and conditions applicable to such usage).
- 2.4. Within four business days of the Subscription Period start date or if Wood Mackenzie shall elect at its sole discretion upon receipt of the signed Agreement by Client, (at all times subject to its terms and conditions), Wood Mackenzie will permit each of its Permitted Personnel to register a user name and password for themselves on the Website in order to access the Products and/or Services. Client will provide promptly from time to time as appropriate to Wood Mackenzie's Client Services contact named in this Agreement, the details of any individual who registered for access hereto who is no longer authorised by Client to access the Website or is no longer employed by Client or its Affiliates. On being so advised, Wood Mackenzie may forthwith disable the password and username that was used by that individual. Client shall be responsible for all acts and omissions of the Permitted Personnel in the context of this Agreement.
- 2.5. Client shall, and shall ensure its Permitted Personnel protect and keep confidential each user name and password associated with the Products and Services. Client may not disclose or distribute any user names and passwords or permit any of such to be disclosed or distributed, to any person except as expressly permitted hereunder. Client may not copy or use any user name or password, or permit such to be copied or used, so as to allow persons to gain access to any Product or Service, except those persons expressly permitted hereunder. Client shall maintain a written, up-to-date list of current Permitted Personnel and provide such list to Wood Mackenzie within 7 days of Wood Mackenzie's written request.
- 2.6. Each Product provided to Client is proprietary and confidential to Wood Mackenzie, and Client shall, and shall ensure its Permitted Personnel shall, protect each Product as a trade secret, if qualified as such under applicable law. Client shall not disclose or distribute, or permit to be disclosed or distributed, any Product or any information or data contained in or derived from any Product or Service to any person, except as expressly permitted pursuant to this Agreement. Client may not copy or use all or any portion of a Product or Service, or permit any such to be copied or used, except as expressly permitted in accordance with this Agreement. Client shall, at the Client's expense, promptly notify Wood Mackenzie of any breach of this Section 2.6, and fully co-operate with Wood Mackenzie to remedy the issue as soon as reasonably practicable after becoming aware of such breach.
- 2.7. Client shall not use any Product or any information or data contained in or derived from any Product for the purpose of creating any financial product, index or service where the performance of such financial product, index or service is related to any Product or any information or data contained in any Product.
- 2.8. If Client discloses any Product or any information or data contained in or derived from any Product or Service as permitted by this Agreement or otherwise with Wood Mackenzie's explicit consent, Client shall specify Wood Mackenzie as being the source of such Product, information or data and include the following disclaimer: "The data and information provided by Wood Mackenzie should not be interpreted as advice and you should not rely on it for any purpose. You may not copy or use this data and information except as expressly permitted by Wood Mackenzie in writing. To the fullest extent permitted by law, Wood Mackenzie accepts no responsibility for its use of this data and information except as specified in a written agreement you may have entered into with Wood Mackenzie for the provision of such data and information".
- 2.9. Although the sole named Client under this Agreement, Client's rights with respect to the Products and Services may also be exercised by its Affiliates. Any such exercise by such Affiliate shall be subject to all of the terms and conditions of this Agreement as though such Affiliate were expressly named as the Client. Client shall inform such Affiliates of the obligations of this Agreement, and, without limiting Wood Mackenzie's other rights and remedies, shall be liable in all respects for any failure on the part of such Affiliate (and/or any Permitted Personnel) to observe or perform such terms and conditions. Notwithstanding the specification of such Affiliate in this Agreement, until such time as separate agreements have been entered into by all such Affiliates, all notices and communications of any nature with respect to this Agreement shall be between Client (as the named client) and Wood Mackenzie.
- 2.10. If during the term of this Agreement, a third party acquires control of Client or any of its Affiliates or Client or any of its Affiliates acquires control of a third party ("M&A Activity") and the M&A Activity results in the acquired or acquiring entity wanting access and use of Product or Services under this Agreement, this Agreement shall remain in full force and effect following the M&A Activity; and Wood Mackenzie may

offer to grant access to the Products and/or Services of this Agreement as if it were an Affiliate in exchange for revising the Access Fee for all Products (based on, amongst other things, the

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increased benefit Client shall receive from the Products due to the enlarged size and nature of its business following the M&A Activity); Unless Client agrees to and pay the revised Access Fee,; (a) no employee, contractor, or other personnel of the third party shall be permitted to access, use or benefit in any way from the Products or be considered Permitted Personnel ; (b) no part of the third party's IT environment be considered a Permitted Computer; (c) the third party shall not be an Affiliate, for the purposes of this Agreement.

- 2.11. Client agrees to indemnify and hold harmless Wood Mackenzie from any loss, damage, cost, expense or liability howsoever arising (including negligence), including, without limitation any unpaid Access Fee that Wood Mackenzie may suffer or incur on account of: (i) its failure to maintain custody and control of, or to use or access the Products and the Services and the user names and passwords in relation thereto, in each case in accordance with this Agreement; (ii) its use of any Product or Service other than in accordance with its entitlement under this Agreement; (iii) any decision taken or advice given by Client as a result of its use of the Products or Services or any information or data contained therein; and (iv) its breach of section 19 (Confidentiality).
- 2.12. Client shall use reasonable efforts at all times to ensure that the Products and the information contained within the Product (including any copies made thereof in accordance with this section 2) are stored securely and protected from access which is not permitted by this Agreement.
- 2.13. Wood Mackenzie may from time to time verify Client's use of any Product or Service is in compliance with the provisions of this Agreement:

- (i). by undertaking a review of its own systems; and / or
- (ii). on reasonable notice, by performing (either itself or through its representatives) an audit and inspection of its use of the Products and Services for the same purpose. Client shall keep, in paper and electronic form, at its normal place of business detailed, accurate and up-to-date records ("Records") showing, during the current and any previous Subscription Periods the steps taken by Client to comply. Client shall ensure that the Records are sufficient to enable Wood Mackenzie to verify Client's compliance with its obligations under this Section 2. Client shall give all necessary assistance to the conduct of such audits and allow Wood Mackenzie and/or its agents to:
- gain access (physical and remote electronic) to, and take copies of, the Records and any other information held at Client's premises or on Client's system; and
  - inspect all Records and Client systems relating to the use, distribution, permissioning and control of the Products and the Services, for the purpose of auditing Client's compliance with its obligations under this Agreement. Such audit rights shall continue for two years after termination of this Agreement

Audit access by any third-party representative of Wood Mackenzie's shall be subject to such representative agreeing confidentiality obligations equivalent to those in Section 19 in respect of the information obtained, provided that all information obtained may be disclosed to Wood Mackenzie.

Wood Mackenzie shall pay the auditor's reasonable costs and otherwise bear its own costs in connection with the audit or inspection, unless the records show that Client has not complied with the terms of this Agreement. In which case, Client will pay within 30 days of Wood Mackenzie's written request, the costs of the auditor and Wood Mackenzie's other reasonable costs in connection with the audit or inspection; and any additional Access Fees reasonably requested. In conducting any such audit Wood Mackenzie shall carry out any audit during Client's normal business hours, and take all reasonable steps not to disrupt its normal business activities.

### 3. Term of Licence.

- 3.1. The term of the grant of licence made by this Agreement as to any Product or Service shall end on the last day of the then current Subscription Period for the relevant Product or Service unless such term is sooner terminated in accordance with this Agreement or unless such term is extended pursuant to this Agreement.
- 3.2. Prior to the expiry of any current Subscription Period for any Product or Service, Wood Mackenzie may by written notice to Client propose the extension of that Subscription Period, which notice may set out any access fees payable for such extension and such other terms and conditions applying to such extension as Wood Mackenzie may determine, in its discretion. Upon its acceptance of such notice, the Subscription Period for that Product or Service shall be deemed extended for the further period specified therein upon such revised terms and conditions and, to the extent not so revised, the terms and conditions set forth in this Agreement.

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- 3.3. In the event that Wood Mackenzie and Client are unable to agree an extension to a Subscription Period for any Product or Service prior to the expiry of the relevant Subscription Period, upon the agreement of the parties, Wood Mackenzie shall give written notice to Client that it agrees to allow Client to make continued use of the relevant Product and/or Service for up to three months following the expiry of the Subscription Period (the "Extended Period"). The purpose of such extension will be to allow Client to continue to access the relevant Product and/or Service under the terms of this Agreement whilst the parties use their best endeavours to agree an extension to the Subscription Period for the relevant Product and/or Service. If Wood Mackenzie gives notice under this section, it will invoice Client at the end of the Extended Period for its continued access for an additional Access Fee calculated as a pro-rata portion of the Access Fee that was payable for the relevant Product and/or Service during the expired Subscription Period, plus 10%. Client agrees to pay this Access Fee within 30 days of the date of an invoice for that amount. If the parties are unable to agree an extension to the Subscription Period before the expiry of the Extended Period, Client's access to the relevant Product and/or Service will cease. In the event that the parties do agree to extend the Subscription Period, the parties agree that: (a) the sums paid by Client during the Extended Period will be credited to the Access Fees payable for the new Subscription Period; and (b) the new Subscription Period will commence from the expiry of the previous Subscription Period.

#### **4. Product Revisions; Discontinuance; Limitations of Warranty; Client Warranties.**

- 4.1. Wood Mackenzie anticipates that each Product made available from the applicable Service will be revised, by way of more current information or interpretation placed on the Website, two to three times in any 12 month period but shall be entitled, in its sole discretion, to revise such Product more frequently or less frequently, and shall not be obligated to revise any Product even though Wood Mackenzie may be aware that the information or interpretation contained in such Product is no longer accurate or no longer reflects the judgement of Wood Mackenzie. Wood Mackenzie shall provide Client updates of such Product, to the extent made available to other licensees of Wood Mackenzie.
- 4.2. Wood Mackenzie shall have the right, in its sole discretion, to discontinue any Product or Service upon not less than thirty days' notice. If Wood Mackenzie shall discontinue any Product Wood Mackenzie shall give Client a credit of the pro rata portion of the Access Fee paid for such Product for the remainder of the then Subscription Period, which credit shall be applicable to any other product of Wood Mackenzie during the current Subscription Period. THE FOREGOING SHALL BE ITS SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE DISCONTINUANCE OF ANY PRODUCT OR SERVICE BEFORE THE END OF THE THEN SUBSCRIPTION PERIOD.
- 4.3. Except for statements that are expressly identified in this Agreement as representations or warranties, each of Wood Mackenzie and its employees, agents, Affiliates, subcontractors and licensors (i) makes no written, oral, statutory, express or implied warranties, conditions or representations, concerning the Products, the Services or their content. (ii) expressly disclaims any implied warranties, including, without limitation, conditions of satisfactory quality, merchantability or fitness for a particular purpose whether implied by law or otherwise and each of the Products and/or Services are provided on an "as is" basis. Wood Mackenzie does not warrant or represent that the Products, Services or other content are sufficient or appropriate for such purpose or Client's requirements. Wood Mackenzie represents that it uses reasonable endeavours to obtain the factual information contained in the Products from sources deemed by it, in its discretion, to be reliable at the time such information was obtained but Wood Mackenzie makes no warranties or representations about the accuracy or completeness of such information. The Products may include information from third-party sources, and Wood Mackenzie gives no assurance that it will be able to maintain the availability of all third-party data sourcing relationships. Wood Mackenzie also represents that it uses reasonable skill and care in creating the Products and Services, but Wood Mackenzie makes no warranties or representations about the accuracy, completeness or timeliness of the Products or Services or about the content of such, including without limitation the interpretations it has made regarding the factual information in the Products.
- 4.4. The forecasts or other forward-looking projections or trends contained in the Products or Services are not guarantees of actual future conditions. Actual future conditions may differ materially from what is forecast or estimated in the products and content due to a variety of factors that could include changing supply and demand conditions, changing global or national economic performance, labor issues, shipping and transportation issues, production mistakes, or force majeure events. Similarly, certain content, including benchmarks; cost models; risk scores; Wood Mackenzie location data; and carbon content estimates, relies on models or calculation methodologies that contain assumptions, data, and/or projections that may not be accurate or aligned with Client's assumptions. As such, by providing such content, Wood Mackenzie does not guarantee its accuracy and actual conditions may differ materially from what is predicted, scored, forecasted or estimated.