

NEUDATA SUBSCRIPTION TERMS

- (A) These Subscription Terms (together with the Order Form, the “**Subscription Terms**”), including all Schedules referenced herein, set out the terms on which Customer may participate in Events, manage Customer’s related online profile, and access associated online content and training services via the Neudata Provider Premium Platform provided by Neudata Limited, a private limited company established in England with its registered office at 3rd Floor, 114a Cromwell Road, London, United Kingdom, SW7 4AG, and company number 99425393 (hereinafter, “**Neudata**”).
- (B) These Subscription Terms come into effect on the Effective Date (as defined in the Order Form) and form a legally binding agreement between Neudata and Customer.
- (C) With respect to the Events included on the Order Form, the terms set out in the Sponsorship Terms and Conditions at <https://neudata.co/contracts/sponsorship-terms-and-conditions> (hereinafter, “**Sponsorship Terms**”) shall also apply to each such Event. In the event of a conflict between any other terms of these Subscription Terms and the Sponsorship Terms, the Sponsorship Terms shall prevail in relation to each Event.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Subscription Terms, capitalised words and phrases will have the following meanings:

“**Account**” means Customer’s dedicated account associated with the Services and Events and accessed through the password and access code details provided to Customer by Neudata;

“**Admin User**” means a User who has rights to control Customer’s Account, edit and upload Customer Content, provided that Customer’s Account shall include three such Users as of the Effective Date;

“**Charges**” mean the Sponsorship Subscription Fee, together with any other fees or costs payable for the Services as mutually agreed by the Parties;

“**Confidential Information**” means these Subscription Terms and the contents of the Order Form, and in respect of a Party, information in any form (whether written, electronic, graphic, oral or otherwise recorded or preserved) that: (a) has been provided by the Party and was marked confidential or was stated to be confidential at the time of disclosure; or (b) concerns the customers, finances, sales, marketing, products, suppliers, employees, business operations, forecasts or management of a Party or its business, including all Neudata Content and any information about Intellectual Property Rights within the Neudata Content or the Services, but excluding the Customer Content;

“**Customer**” means the customer specified in the Order Form;

“**Customer Content**” means all content and data uploaded, inputted, or provided by or on behalf of Customer or any of its Users for the purposes of using the Services or facilitating Customer’s use of the Services, including marketing materials, data dictionaries, case studies, news articles, posts and similar, but excluding Neudata Questionnaires, Platform Information or any other information reflecting the access or use of the Services by or on behalf of Customer or any user;

“**Data Protection Laws**” means (a) the General Data Protection Regulation 2016/679 (the “**GDPR**”), together with any national implementing laws in any member state of the European Union; (b) the Data Protection Act 2018; and (c) any equivalent legislation or legislation dealing with data privacy, anywhere in the world; with respect to the foregoing clauses (a)-(c) above, each as applicable to the relevant Party and each as amended, repealed, consolidated, re-enacted or replaced from time to time;

“**Event**” means each of the event(s) included under “Sponsorship Subscription” on the Order Form;

“**Initial Term**” means twelve (12) months from the Effective Date;

“**Intellectual Property Rights**” means all design rights, trade marks and service marks (in each case whether registered or not), patents, inventions (whether patentable or not), registered designs, copyrights (including in computer software), contractual waivers of moral rights, rights in databases and collections of data, utility models

and all similar property rights whether or not registered or registrable, designs, drawings, performances, computer programs, code (including source code), apps, rights in confidential information, know-how and trade secrets (and any documents containing such confidential information, know-how or trade secrets), business or brand names, rights in domain names, metatags, goodwill or the style or presentation of goods or services and all similar property rights whether or not registered or registrable, including applications for protection, renewal or extension of any such rights, anywhere in the world and in each case whether subsisting now or in the future;

“Laws” means any legislation, laws, regulation, directive, order, enactment, ordinance or applicable industry code, policy or standard enforceable by law in any jurisdiction;

“Neudata Content” means the news, editorial and educational content provided to Customer by Neudata through the Services, including Neudata Questionnaires, news articles, webinars, research, presentations, industry statistics, and training videos and related information, excluding any Third Party Materials and Customer Content;

“Neudata Questionnaires” means questionnaires collected by or on behalf of Neudata, whether via a website, email, phone or otherwise, including due diligence questionnaires related to Customer;

“Neudata Scout” means the services provided by Neudata through the Website to assist customers with the sourcing and evaluation of data sources under the terms of a separate agreement between such customers and Neudata;

“Order Form” means the order form referencing to these Subscription Terms that has been provided to Customer and is specific to the Customer;

“Party” means Customer or Neudata and, together, they mean **“Parties”**;

“Platform Information” means data and information related to Customer’s use of the Services that is used by Neudata in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services;

“Renewal Term” means each subsequent period of twelve (12) months from each anniversary of the Effective Date;

“Services” mean the Neudata Provider Premium Platform, the functions and tools thereof that enable Customer to access the Neudata Content, upload Customer Content and other related services, but excluding any Event;

“Sponsorship Subscription” means an events subscription purchased by Customer pursuant to clause 3.2, together with any events subscriptions for additional events purchased by Customer pursuant to clause 4.3, which entitle Customer to participate in Events in accordance with these Subscription Terms;

“Sponsorship Subscription Fee” means the fee for an events subscription set forth on the Order Form, together with any events subscriptions for additional events purchased by Customer pursuant to clause 4.3 and any applicable taxes and related fees and charges;

“Standard User” means a User who is able to access and use the Services through Customer’s Account but has limited editing rights, provided that Customer’s Account shall not include any such User as of the Effective Date, unless otherwise agreed on the Order Form;

“Term” has the meaning set out in clause 12.1;

“Third Party Materials” means any content, data, reports, charts, images, graphics, videos, forms, information, files, software, code, or other materials provided or made available in connection with, or which are related to, the Services that are not proprietary to Neudata;

“User” means those employees, agents and independent contractors of Customer who are authorised by Customer to use the Services in accordance with these Subscription Terms; and

“Website” means the website www.neudata.co or any successor website as notified to Customer from time to time by Neudata.

1.2 In these Subscription Terms:

- (a) use of the singular in these Subscription Terms includes the plural and vice versa;
- (b) any reference to a Party or the Parties includes their successors in interest and permitted assigns;
- (c) any reference to “persons” includes natural persons, companies, corporations, partnerships, limited liability companies, firms, associations, organisations, governmental authorities, foundations and trusts (in each case, whether or not having separate legal personality);
- (d) any reference to a statute, statutory provision or subordinate legislation shall, except where the context otherwise requires, be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
- (e) unless otherwise defined, terms used in their relevant business context shall be interpreted in accordance with their generally understood meaning in that industry or business context;
- (f) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (g) any reference to “writing” or “written” includes email (but not faxes); and
- (h) any reference to any terms, agreement or other instrument shall, except where expressly provided to the contrary, include any amendment, variation or novation (in whole or in part) of or to such terms, agreement or other instrument.

2. SCOPE OF USE AND SERVICES

- 2.1 These Subscription Terms govern Customer’s and its Users’ use of, and access to, the Services and set out the agreed terms between Neudata and Customer in relation to such access and use.
- 2.2 From the Effective Date, Neudata hereby grants to Customer, subject to Customer’s compliance with the terms of these Subscription Terms, a non-exclusive, non-transferable, non-sublicensable, revocable (in accordance with clause 12 of these Subscription Terms) and non-assignable right to access and use the Services solely for its internal business purposes during the Term.
- 2.3 Neudata reserves the right to develop, adapt or change all or any part of the Services or the way in which they are provided at any time, at its sole discretion (“Changes”) provided that the Changes will not materially degrade the core functionality of the Services.
- 2.4 Customer shall not (other than to the extent that such restrictions are not enforceable under applicable law):
 - (a) sell, copy, duplicate, rent, lend, distribute, transfer or assign under a sub-licence all or any part of the use of the Services or any part of them;
 - (b) modify, copy or create any derivative work based upon the Services or any portion, feature or function of the Services;
 - (c) develop or permit the development of competing products or services;
 - (d) remove, obscure or alter any proprietary notice related to the Services;
 - (e) develop or use software, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other similar technology) to scrape any portion of the Services or otherwise copy Neudata Content, Third Party Materials, or other data from the Services;
 - (f) decompile, reverse engineer, disassemble, modify or try and discover any source code of the Services;

- (g) try and obtain unauthorised access to the computer systems of Neudata or take part in any action disturbing, impairing the quality of or interfering with the performance of or deteriorating the Services; or
- (h) use or permit others to use the Services other than as described in the Order Form and these Subscription Terms.

3. CUSTOMER ACCOUNT AND USERS

- 3.1 Customer must have at least one (1) Admin User per Account. Customer shall be allocated one master access code and password for a nominated contact person at Customer to use the Services as an Admin User. Customer undertakes to keep its Account details, including access code and password secure and secret. Customer acknowledges and agrees that it shall be responsible for its Account and the use of the Services through its Account by any person, irrespective of whether Customer authorised the use of its Account by such person.
- 3.2 Neudata hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Users to use the Services during the Term solely for the Customer's internal business operations. In the event that Neudata agrees to provide Customer with additional Users, Customer shall be issued with additional access codes and passwords for each additional User.
- 3.3 Customer shall, as soon as practicable, notify Neudata in writing of the loss, theft, misappropriation, or non-authorised use of Customer's or any of its Users' passwords or access codes and shall provide Neudata with details reasonably requested by Neudata to understand the circumstances. Customer agrees to follow all reasonable procedures required by Neudata in relation to the same.
- 3.4 In relation to the Users, Customer undertakes that:
 - (a) the maximum number of Users that it authorises to access and use the Services shall not exceed the number of Users permitted under these Subscription Terms;
 - (b) it will not allow or suffer any access code or password to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use the Services;
 - (c) each User shall keep his or her access code and password secure and secret;
 - (d) it shall maintain a written, up to date list of current Users and provide such list to Neudata within five (5) days following Neudata's written request at any time;
 - (e) it shall permit Neudata to monitor Customer's use of the Services, including to check whether any single access code is used by more than one person at the same time, to ensure compliance with this clause 3.4;
 - (f) it shall permit Neudata or Neudata's designated auditor to audit Customer's compliance with these Subscription Terms, including this clause 3.4. Each such audit may be conducted no more than once per quarter, at Neudata's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and
 - (g) if Neudata's exercise of its rights under sub-clause 3.4(d), (e) or (f) above reveal that Customer has underpaid Charges to Neudata, then without prejudice to Neudata's other rights, Customer shall pay to Neudata an amount equal to such underpayment as calculated in accordance with the then-current Charges within ten (10) days of Neudata's written demand.

4. CHARGES

- 4.1 In consideration for the Sponsorship Subscription and the use of the Services, Customer shall pay to Neudata the Charges in accordance with this clause 4.

- 4.2 Customer shall pay the Charges on the Effective Date. Customer shall not have any right to receive, and Neudata shall not be obligated to pay to Customer, any refund related to Events that do not occur during the Term, except with respect to cancellations as expressly set forth in clause 9 of the Sponsorship Terms, referenced herein.
- 4.3 Subject to Neudata's consent in each instance, additional Sponsorship Subscriptions and Users may be added during the Term. Any related fees will be payable prior to the subscriptions being activated.
- 4.4 Any payments made by Customer under these Subscription Terms will be processed by Neudata's third party payment processor and will be subject to the third party payment processor's terms and conditions as notified to Customer at the time of payment. All payments made under these Subscription Terms shall be made in pounds sterling (GBP) and Customer shall bear the risk of any currency exchange fees, bank fees or similar associated with any such payments.
- 4.5 The Charges are stated exclusive of taxes, levies, duties or charges imposed by government authorities (collectively, "**Taxes**"). Customer shall be solely responsible for all sales, service, value-added, use, excise, consumption and any other Taxes on amounts payable by Customer under the Services, Order Form, and these Subscription Terms and for the Sponsorship Subscription (other than any Taxes on Neudata's income, revenues, gross receipts, personnel or assets).

5. WARRANTIES AND REPRESENTATIONS

- 5.1 Customer represents, warrants and undertakes that it shall use the Services:
- (a) in accordance with all applicable Laws; and
 - (b) in a manner which does not bring Neudata into disrepute or damage its goodwill.
- 5.2 Customer represents, warrants and undertakes for the Term:
- (a) that it meets the technical requirements for its hardware and software as notified to Customer from time to time by Neudata in order to access the optimal version of the Services;
 - (b) it shall not enable or allow onto the Services any viruses, malware or any other code designed to:
 - (i) disable, damage, erase, disrupt or impair normal operations of a computer system or security system;
 - (ii) assist in or enable theft or alteration of data; or
 - (iii) provide unauthorised access to computer systems or any software, data or information stored on computer systems, to access or affect Neudata's computer systems, including the Services; and
 - (c) its computer, smart phone or digital tablet or any other device used to access the Services is secure and Customer regularly updates its anti-virus and anti-spy software and maintains fire walls.
- 5.3 Customer represents, warrants and undertakes that all Customer Content and Customer's responses to Neudata Questionnaires are and shall remain current, true and accurate. Customer Content and Customer's responses to Neudata Questionnaires shall not contain any content that:
- (a) contains viruses or other material that is malicious or harmful;
 - (b) contains Personal Data of any person, other than the contact details of Customer's employees that Customer has the right to use in accordance with the Data Protection Laws;
 - (c) infringes, violates or may infringe or violate any Intellectual Property Rights of any third party;
 - (d) is defamatory, abusive, obscene, offensive, hateful or inflammatory;
 - (e) is discriminatory or would constitute or encourage a criminal offence;

- (f) is objectionable or which restricts or inhibits any other person from using the Services, or which may expose Neudata or its other customers to harm or liability of any type;
- (g) contains material non-public information or inside information, as those terms are commonly understood in the financial services industry or by reference to applicable Laws relating to insider trading or market abuse; or
- (h) is Confidential Information, or information in relation to which Customer owes a duty of confidentiality or similar duty to a third party.

Neudata reserves the right to remove any Customer Content that does not comply with this clause 5.3 from the Services immediately and without notice to Customer.

- 5.4 Customer shall indemnify and hold harmless Neudata from and against any and all losses, damages, costs, expenses and other liability (including any legal costs) suffered or incurred by Neudata, its directors, employees, representatives or contractors as a result of any third party dispute, claim, demand or action against Neudata arising from Customer's breach of any of the warranties or representations set out in Section 5.3.

6. SUPPORT SERVICES

- 6.1 To the extent permissible under applicable Laws:
 - (a) Subject to the remainder of this clause 6, Neudata provides the Services on an "as is" and "as available" basis; and
 - (b) Neudata does not warrant, represent nor undertake that the Services or Customer's access to them shall be uninterrupted, secure, free of errors, defects, software viruses or other bugs or be compatible with all or any of Customer's computing environment.
- 6.2 Neudata shall use reasonable endeavours to provide a support service line during standard business hours to receive and log reports of errors or to answer questions about the Services. Customer may contact Neudata at info@neudata.co.
- 6.3 Neudata shall use reasonable endeavours to fix the errors notified in reasonable detail to Neudata via the support service line.
- 6.4 Without limiting Neudata's rights under clause 3.4, Neudata reserves the right to monitor Customer's use of the Services in order to ensure Customer's compliance with these Subscription Terms, and for the purposes of improving the operation and functionality of the Services and Customer's use of them.

7. LIMITATION OF LIABILITY

- 7.1 Subject to clause 7.2, each of Customer's and Neudata's maximum aggregate liability, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise arising out of, or in connection with, these Subscription Terms shall in no circumstance exceed the sum of the Charges paid or payable under these Subscription Terms during the twelve (12) months prior to the event giving rise to the claim.
- 7.2 Nothing in these Subscription Terms shall exclude or in any way limit either Party's liability for fraud, fraudulent misrepresentation, willful misconduct, death or personal injury caused by that Party's negligence, obligations pursuant to clause 2.4, obligations pursuant to clause 5.4, or any other liability to the extent the same may not be excluded or limited under applicable Law.
- 7.3 Subject to clause 7.2, Neudata shall in no event be liable whether based on an action or claim in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise arising out of, or in connection with, these Subscription Terms, for:
 - (a) the loss, accuracy or completeness of Customer Content or third party materials;

- (b) network interruptions, including from power cuts, interruption of connections, malfunction or network or system overload; or
- (c) any other special, indirect or consequential loss, even where Neudata has been advised of the possibility of such loss or damage and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. DATA PROTECTION

- 8.1 Customer (acting as Controller) appoints Neudata to act as its Processor to Process Personal Data provided to Neudata under these Subscription Terms.
- 8.2 As used in these Subscription Terms, the terms “Controller,” “Processor,” “Personal Data,” “Personal Data Breach,” and “Process” shall have the meanings ascribed to them (or their equivalent terms) pursuant to the Data Protection Laws.
- 8.3 For the purposes of applicable Data Protection Laws:
 - (a) the scope, nature and purpose of Processing is as follows: activities necessary for Events, the performance of the Services by Neudata, and for allowing Customer to access the Services;
 - (b) the duration of the Processing is the Term of these Subscription Terms;
 - (c) the types of Personal Data being Processed are as follows: personal contact information including names, email addresses, contact telephone numbers, and office addresses; and
 - (d) the categories of Data Subject to whom the Personal Data relates are as follows: employees, officers, directors, consultants, agents and contractors of Customer.
- 8.4 To the extent that Neudata Processes Personal Data on behalf of Customer as part of its provision of the Services or in connection with Events under these Subscription Terms, and solely to the extent required by Data Protection Laws, it shall:
 - (a) Process the Personal Data only on documented instructions from Customer, unless required to Process such Personal Data by Union or Member State law to which the Neudata is subject; in such a case, the Neudata shall inform Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest and Neudata shall Process the Personal Data for no other commercial purpose;
 - (b) ensure that its personnel authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) implement appropriate technical and organisational security measures, including, as appropriate, (i) the pseudonymisation of Personal Data; (ii) ensuring the ongoing confidentiality, integrity, availability and resilience of Processing systems and services; (iii) restoring the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (iv) regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing;
 - (d) taking into account the nature of the Processing, assist at Customer’s cost Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer’s obligation to respond to requests for exercising the Data Subject’s rights laid down in the Data Protection Laws;
 - (e) notify Customer without undue delay in writing upon becoming aware of any Personal Data Breach of Personal Data which is Processed by Neudata under or in connection with these Subscription Terms;
 - (f) assist at Customer’s cost Customer in ensuring compliance with the obligations under Data Protection Laws to (i) implement appropriate technical and organisational security measures; (ii) notify (if required) Personal Data Breaches to competent regulators and/or individuals; and (iii) conduct data protection

impact assessments and, if required by Data Protection Laws, prior consultation with competent regulators;

- (g) at Customer's choice, delete (provided that back-up data shall be deleted as soon as technically feasible) or return all the Personal Data to Customer after the end of the provision of services relating to Processing, and delete existing copies of the Personal Data unless any applicable Law requires storage of the Personal Data;
- (h) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in this clause 8 and the Data Protection Laws; and
- (i) Neudata shall promptly inform Customer if, in Neudata's opinion, an instruction of Customer infringes the Data Protection Laws.

8.5 Customer instructs Neudata to Process data in, and transfer Personal Data to, any country outside the United Kingdom or the European Economic Area provided that the Parties shall implement appropriate safeguards in accordance with Data Protection Laws.

8.6 Customer hereby grants Neudata general written authorisation to engage sub-processors in accordance with this clause 8.6, including at the date of these Subscription Terms: Hetzner Online GmbH in Germany for the purposes of server hosting, OVH SAS in France for the purposes of server hosting, Error Ltd in the United Kingdom for the purposes of hosted software services, Google Ireland Ltd in Ireland for the purposes of email hosting services, and Affiliates of Neudata from time to time. Neudata shall inform Customer in writing of any intended changes concerning the addition or replacement of sub-processors engaged by Neudata (which shall exclude subcontractors of Neudata with only incidental access to data and operators of the underlying infrastructure of the Website). Customer will have fourteen (14) days from the date of receipt of the notice to submit any reasonable data protection objections to each change. In the event of receipt of any such objections, Neudata shall use its reasonable endeavours to address Customer's concerns. In the event of no response from Customer within such fourteen (14) day period, the sub-processor will be deemed accepted. If Neudata considers that it is unable to address Customer's concerns, then it shall notify Customer and Neudata may terminate these Subscription Terms with immediate effect on written notice to Customer.

8.7 Customer will be solely responsible for: (a) Customer's systems, platforms, services, software, devices, sites and networks that Customer uses in its own internal business operations, including as necessary to enable Users' access and use of the Services and (b) providing any required notices to, and receiving any required consents and authorizations from, Users and persons whose Personal Data may be included in Account data or Customer Content.

9. CONFIDENTIAL INFORMATION

9.1 Each Party receiving Confidential Information (the "**Recipient Party**") undertakes to the other Party (the "**Disclosing Party**") to:

- (a) hold all Confidential Information of the Disclosing Party which it obtains in relation to these Subscription Terms in strict confidence;
- (b) not disclose, or authorise the disclosure of, the Disclosing Party's Confidential Information to any third party other than in accordance with clauses 9.2 and 9.4;
- (c) not use, or authorise anyone to use, the Disclosing Party's Confidential Information for any purpose other than the performance of the Recipient Party's obligations or the exercise of its rights or the receipt of any benefits under these Subscription Terms; and
- (d) promptly notify the Disclosing Party of any suspected or actual unauthorised use or disclosure of the Disclosing Party's Confidential Information of which the Recipient Party becomes aware and promptly take all reasonable steps that the Disclosing Party may require in order to prevent, stop or remedy the unauthorised use or disclosure.

- 9.2 Either Party may disclose the other Party's Confidential Information to its officers, directors, employees, contractors, advisors and auditors, but only to the extent, and provided, that such persons:
- (a) need to know the Confidential Information disclosed to them;
 - (b) have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used; and
 - (c) comply with the terms of these Subscription Terms in respect of the Confidential Information disclosed to them as if they were a Party to these Subscription Terms.
- 9.3 "Confidential Information" shall not include any information which:
- (a) was publicly known or made generally available to the public prior to the time of disclosure;
 - (b) becomes publicly known made or made generally available after disclosure through no fault of the Receiving Party;
 - (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party;
 - (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not, to Neudata's knowledge, have an obligation of confidentiality or restriction on use itself); or
 - (e) is developed by the Receiving Party independently from these Subscription Terms and without use of or reference to the Disclosing Party's Confidential Information.
- 9.4 Each Party may disclose the other Party's Confidential Information if, and to the extent that, it is required to do so by any governmental authority, court, relevant stock exchange or otherwise by applicable Law, provided that, to the extent it is permitted to do so, it shall:
- (a) notify the other Party as soon as practicable upon becoming aware of the obligation to disclose and, to the extent that it is prevented from notifying the other Party, it shall use reasonable endeavours to challenge any restriction on disclosure of the request to the other Party, which shall include applying to the court for the removal of such restriction where applicable; and
 - (b) at the other Party's request, use commercially reasonable efforts (and, where applicable, in cooperation with the other Party) to avoid or limit the disclosure and obtain assurances as to the confidentiality and use of the data from the body to whom the Confidential Information is to be disclosed.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Neudata and its licensors have full right, title and interest in and to the Intellectual Property Rights in the Services and the Neudata Content. Nothing in these Subscription Terms shall operate to transfer ownership of:
- (a) any Intellectual Property Rights in the Website, the Services or the Neudata Content to Customer;
 - (b) any other Intellectual Property Rights belonging to a Party prior to the Effective Date; or
 - (c) any Intellectual Property Rights in any items which are independently developed by a Party.

In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Neudata an assignment of all right, title, and interest in and to the Platform Information, including all Intellectual Property Rights relating thereto.

- 10.2 The Neudata Content is protected by copyrights and other Intellectual Property Rights. Without limiting the foregoing, copying the Neudata Content to any other server or location for publication, reproduction or distribution is expressly prohibited. The Neudata Content is provided for general information only. It is not intended to amount to advice or information on which Customer should rely. Customer should obtain professional or independent advice before taking, or refraining from, any action on the basis of the Neudata Content. Neudata expressly

disclaims all liability and responsibility arising from any reliance placed on the Neudata Content by Customer, or by anyone who may be informed of any of its contents.

- 10.3 Customer shall remain the owner of all right, title and interest in and to all of the Customer Content. In order to enable Neudata to improve and deliver the Services, Customer hereby grants to Neudata a non-exclusive, worldwide, transferable, royalty-free licence (including the right to sublicense to affiliates and contractors providing services to Neudata) to:
- (a) (i) use, copy, and display Customer's name, trademarks, and trade names in connection with listing Customer on Neudata Scout and the Website; and (ii) use and analyse Customer Content for the purpose of Neudata improving and delivering the Services, generating Platform Information and undertaking analysis and research; and
 - (b) adapt, translate and copy Customer Content on the Website and the Services, and to communicate Customer Content to and share with third parties who have subscribed to Neudata Scout.
- 10.4 Neudata has full, unencumbered right, title and license, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any suggestions, comments, information, ideas, concepts, reviews, or techniques Customer provides for enhancements improvements, new features, additional functionality, or any other feedback (collectively, "**Feedback**") with respect to the Services now or in the future. Feedback will not include any Customer Content or Customer Confidential Information.

11. FORCE MAJEURE

- 11.1 Neither Party shall not be in breach of these Subscription Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Subscription Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control, including flood, fire or other natural disaster, epidemic, pandemic, strike, labor issue, technical breakdown (of telecommunications, internet access or hosting, etc.), discontinuation in power supply (such as electricity), failure affecting the electronic communications network or other utility upon which either Party relies, Acts of God, terrorism, civil disturbance, court order, wars, riots, government actions, or any other circumstance or cause beyond the reasonable control of either Party or its independent contractors (each, a "**Force Majeure Event**"). In such circumstances the time for performance of the relevant obligation shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.
- 11.2 The Party claiming a Force Majeure Event shall give notice of any Force Majeure Event to the other Party and such Party shall exercise reasonable efforts to minimise the loss and perform its obligations after the Force Majeure Event has stopped, in a timely manner.

12. TERM AND TERMINATION

- 12.1 Following the expiry of the Initial Term, these Subscription Terms shall renew automatically for further Renewal Terms on each anniversary of the Effective Date, and Customer shall accordingly pay Neudata the then-current Charges on each anniversary of the Effective Date, unless either Party provides at least thirty (30) days' written notice of non-renewal to the other Party in advance of the relevant anniversary of the Effective Date. The Initial Term plus any applicable Renewal Terms shall constitute the "**Term**" of these Subscription Terms.
- 12.2 Each Party shall have the right to terminate these Subscription Terms on written notice to the other Party when such Party:
- (a) materially breaches these Subscription Terms and the breach is either:
 - (i) not capable of being remedied; or
 - (ii) has been a persistent material breach that has not been remedied within thirty (30) days of the non-breaching Party notifying the other Party of the breach; or
 - (b) suspends or threatens to suspend payments, ceases business or is unable to pay debts as they fall due or enters into negotiations with any of its creditors or is otherwise the subject of administration of its assets, bankruptcy, insolvency or analogous proceedings in any part of the world.

- 12.3 Termination of these Subscription Terms by either Party under clauses 8.6 or 12.2 shall be without prejudice to such Party's right to recover damages in relation to the termination or circumstances of the termination.
- 12.4 In the event that these Subscription Terms are terminated, for whatever reason, Customer must immediately cease using the Services and Customer's access to the Services will immediately be suspended.
- 12.5 Within thirty (30) days of the effective date of termination of these Subscription Terms, Customer shall destroy all of Neudata's Confidential Information within its possession or control, including any copies of the Neudata Content.
- 12.6 The provisions set forth in clauses 5 (Warranties and Representations), 7 (Limitation of Liability), 9 (Confidential Information), 10 (Intellectual Property Rights), 12.5, 12.6, and 13 (Miscellaneous), and the following terms of the Sponsorship Terms: Paragraphs 5 (Recordings and Customer Materials), 6 (Neudata Intellectual Property), 7 (Insurance), 9 (Indemnification) and 12 (Miscellaneous), together with any other right or obligation of the Parties in these Subscription Terms that, by its nature, should survive termination or expiration of these Subscription Terms, will survive any termination or expiration of these Subscription Terms, including the rights and obligations of the Parties related to Events occurring after the date of such termination or expiration, to which the terms and conditions of these Subscription Terms shall continue to apply.

13. MISCELLANEOUS

- 13.1 Severability. Each of the provisions in these Subscription Terms are severable. In case any part of these Subscription Terms should be considered as illegal, invalid or unenforceable, the remaining stipulations of these Subscription Terms will continue to remain in full force and effect and will be interpreted and applied as if the section considered as unenforceable was not contained in these Subscription Terms.
- 13.2 Entire Agreement. These Subscription Terms sets out the entire agreement and understanding between the Parties in respect of their subject matter. Each Party acknowledges that it is not relying on, and shall have no remedies in respect of, any undertakings, representations, warranties, promises or assurances (whether made innocently or negligently) that are not set forth in these Subscription Terms.
- 13.3 Amendment. Neudata reserves the right to amend these Subscription Terms at any time in its sole discretion upon notification to Customer but such amendments shall only become effective for Customer at the next anniversary of the Effective Date applicable to Customer. Customer's continued use of the Services thereafter shall constitute acceptance of the amended Subscription Terms. In the event the amendments materially impact Customer's rights or liabilities under these Subscription Terms, Customer may elect not to renew the Subscription Terms in accordance with clause 12.1. No other amendments to these Subscription Terms shall be of any effect unless agreed in writing by duly authorized representatives of the Parties.
- 13.4 Assignment. Neither Party may assign, novate or subcontract these Subscription Terms or any of its rights or obligations thereunder to any third party, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed; provided, however, that Neudata may without the consent of Customer assign, novate or subcontract these Subscription Terms or any of its rights or obligations thereunder to an Affiliate or to any third party in connection with a merger, reorganization, or the sale of all or substantially all of the assets of Neudata.
- 13.5 Waiver. No delay or omission in exercising or non-exercise by any Party of any of its rights, powers or remedies under or in connection with these Subscription Terms (or any part) shall operate as a waiver of that right, power or remedy other than where specifically provided for in these Subscription Terms.
- 13.6 Independent Contractors. Each Party to these Subscription Terms is an independent contractor. Neither party shall be deemed an agent, representative or partner of the other and neither shall have the authority to enter into contracts or obligations on the other's behalf.
- 13.7 Non-Solicitation. During the Term and for a period of one year thereafter, Customer shall not directly or indirectly solicit the employment of, or hire, any employee of Neudata directly involved in providing products or services to Customer, provided that general employment solicitations or advertisements (e.g., searches conducted via recruiting agencies or job sites such as indeed.com, which are not targeted at a particular individual, etc.) shall not

be considered direct or indirect solicitations, and the hiring of any employee of Neudata as a result of such general solicitations or advertisements is not prohibited by this clause.

- 13.8 Third Party Materials. As part of the Services, Customer may have access to Third Party Materials that have been independently obtained or aggregated by Neudata and Customer acknowledges that such access is at Customer's own risk. Neudata makes no representation or warranty, and has no support obligations or liability, with respect to any Third Party Materials. Neudata does not endorse or approve any third party website nor any Third Party Materials. Neudata may in its sole discretion and without notice to Customer choose to discontinue or replace any Third Party Materials or related provider. Each item of Third Party Material is the property of the applicable provider and is protected by copyright. Third Party Materials may be subject to additional terms made available by such provider ("**Third Party Terms**") which shall be between Customer and the relevant provider and not Neudata. Customer shall not knowingly use Third Party Materials for any unlawful purpose and shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate, or commercially exploit any Third Party Materials in any manner beyond the rights granted herein and by any Third Party Terms, without the express, written consent of Neudata and the relevant provider(s). Customer shall comply with reasonable requests by Neudata to protect Third Party Materials.
- 13.9 Notices. Notices must be in writing and may be given (a) to Neudata, via e-mail to info@neudata.co or by first class mail (return receipt requested) to the address of its London, UK headquarters provided at <https://www.neudata.co/contact>, Attn: Legal Notice or (b) to Customer, via e-mail or by first class mail (return receipt requested) to Customer's address as set forth on the Order Form. Either Party may change its address(es) for notice by providing notice to the other in accordance with this clause.
- 13.10 Third Party Rights. No third party will have the right to enforce any provision of these Subscription Terms as a third party beneficiary, including pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 13.11 Governing Law and Jurisdiction. These Subscription Terms are governed by the laws of England. In case of any dispute which may arise with respect to the interpretation or performance of these Subscription Terms, the Parties undertake to exercise their best efforts to settle all disputes to which these Subscription Terms may give rise out of court. If the Parties fail to settle this dispute after not less than thirty (30) days of negotiations, the dispute may be referred by either Party to a court having jurisdiction. All disputes relating to the validity, performance, interpretation, or termination of these Subscription Terms shall be referred to the courts of England only.