GWI MAIN TERMS AND CONDITIONS

Last updated on: 29 October 2024

These terms were effective between 29th October 2024 and 19th October 2025. Except as otherwise set out in an active Order, if you used the Services during this period, these are the terms that apply to you. To view previous versions or to view our current terms, please view these on the legal page here.

BY ENTERING INTO AN ORDER OR OTHER AGREEMENT WHICH INCORPORATES OR REFERENCES THIS AGREEMENT, BY CLICKING TO ACCEPT THIS AGREEMENT OR ACCESSING OR USING ANY GWI SERVICES, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS LEGALLY BINDING. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT USE ANY SERVICES.

1 SCOPE AND INTERPRETATION

1.1 The Services provided by GWI ("**we**", "**us**") shall be provided in accordance with these main terms and conditions ("**Main T&Cs**"), the relevant Product Specific Terms and, where applicable, your Order (together "**Agreement**"). If an overarching agreement between you and GWI governing the provision of Services has been agreed, that agreement will apply and these Main T&Cs will only apply to the extent the terms are not addressed in that overarching agreement.

1.2 Defined terms shall have the meaning set out below, in the Agreement. Any terms used but not defined below shall have the meaning as set out in the relevant Product Specific Terms.

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

AI Technologies: deep learning, machine learning, natural language processing, and other artificial intelligence technologies, including but not limited to technologies, application programming interface, algorithms, software, tools, developer services, data, websites, documentation and systems that make use of, or employ, neural networks, statistical learning algorithms, reinforcement learning and/or large language models;

Data Protection Legislation: means any (i) the General Data Protection Regulation (EU) 2016/679 ("GDPR"); (ii) the Data Protection Act 2018; (iii) the GDPR as it forms part of UK law by virtue of Section 3 of the European Union (Withdrawal) Act 2018; (iv) the California Consumer Privacy Act 2018; (v) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); and (vi) any other data protection legislation applicable to the Services; in each case as may be amended, superseded or replaced from time to time;

Effective Date: means the earlier of: (i) access to any Services; and (ii) the contract date set out in your Order;

Fees: the rates and fees payable by you as set out in your Order and subject to clause 8;

GWI: the GWI entity named in your Order, or in the absence of a named entity: (i) Trendstream Limited, where your registered office or principal place of business is outside of the United States; or (ii) Globalwebindex Inc. where your registered office or principal place of business is in the United States;

GWI Data: any information, data, statistics, report, images, text or content made available to you as part of the Services;

GWI Materials: means (i) Materials belonging to GWI which exist before entering into this Agreement or accessing the Services, (ii) Materials developed by of on behalf of GWI either independently and/or during the Term or Trial Period (as applicable) excluding those set out in your Order to be solely for You, (iii) all data, content and Materials developed, generated or collected by or licensed to GWI prior to or outside the scope of this Agreement or generic in nature or have general applicability to GWI business; (iv) respondent responses to any research studies, surveys or similar data collection activity; (v) outputs and analysis from use of the Services; and (vi) questions and questionnaires developed for or in connection with the provision of the Services. All copies, reproductions, improvements, modifications, adaptations, translations, feedback and all derivative works of, based on or otherwise using GWI Materials are GWI Materials;

Intellectual Property Rights: patents, rights to inventions, copyright (including rights in computer software) and related rights, trademarks and trade names, service marks, moral rights, know-how, business names and domain names, goodwill, design rights, database rights and rights in data, rights to use, rights to inventions (whether patentable or not) rights in goodwill or to sue for passing off and all other intellectual property and proprietary rights and other similar or equivalent rights or forms of protection in each case: (i) whether registered or unregistered including applications to protect or register such rights; (ii) which subsist or may subsist in any part of the world, (iii) whether current, vested, contingent or future rights of any nature; (iv) including all renewals and extensions of such rights or applications;

Materials: means information, output, exports, documents, questionnaires and all software applications, databases, computer programs, including source code and object code for any such programs used to program survey questionnaires, reports, data, components, programmes, advertising material, software, algorithms, source code, object code, research tools, derivatives, executables, product taxonomies and dictionaries, analytical and index techniques and methodologies, formulae prepared or generated by or on behalf of GWI during the course of providing the Services;

Online Purchases: means Services as set out in your Order purchased through GWI's Platform or online;

Order: means: details of your order for Services: (i) set out in an order form or such other statement of work and any applicable appendices; or (ii) presented and/or issued to you when you order the Services online (for example, subscription plan information presented to you during the online sign up process or details set out in a confirmation email);

Product Specific Terms: means the applicable product specific terms set out at www.gwi.com/legal that supplement these Main T&Cs as applicable based on access granted by GWI and/or the Services provided to you;

Services: shall mean any consumer research services made available to you by GWI pursuant to this Agreement howsoever made available;

Subscription Period: means the period of time during which you are authorised to access the relevant Services, as specified in your Order or the Product Specific Terms;

Term: the term of this Agreement as set out in clause 9;

Trial Services: means any trial of our Services GWI make available to you at our sole discretion, including any trial services set out in your Order;

Trial Period: means the period during which you access and/or use the Trial Services; and

You, you, Your or you're: the person or entity entering into this Agreement or accessing the Services and where applicable includes all Authorised Users (as defined in the relevant Product Specific Terms).

1.3 If there is any conflict or inconsistency between these Main T&Cs, the Product Specific Terms and your Order (if applicable), the following order of precedence shall apply: (i) your Order (if applicable); (ii) Product Specific Terms; and (iii) these Main T&Cs.

1.4 The Services provided by GWI are intended for use by businesses and not for consumer purposes. You represent and warrant that this Agreement is entered into on the basis that you are acting in the course of a business, trade, or profession, and not as an individual consumer (as defined in any applicable consumer protection legislation). Where you enter into this Agreement on behalf of an entity (such as your employer or any other entity), you represent and warrant that you have the full legal authority to bind such entity to this Agreement and you agree to enter into this Agreement on behalf of such entity.

1.5 Your Affiliates may enter into their own Orders as mutually agreed with GWI, which creates a separate agreement between each such Affiliate and us incorporating this Agreement with the Affiliate treated as a separate "customer". Neither you nor any of your Affiliates has any rights under each other's separate agreement with GWI, and breach or termination of any such separate agreement affects only that agreement.

2 LICENCE

2.1 Except as set out in the relevant Order or Product Specific Terms, and subject to the terms of this Agreement, you are granted a non-exclusive, non-transferable, non-sublicensable licence to access and use the Services during the applicable Subscription Period or Trial Period.

2.2 Subject to clause 2.3 and clause 4, you must only use GWI Data:

2.2.1 for your own internal business purposes; and/or

2.2.2 for external business purposes (including the provision of marketing or advertising to your end clients, to the extent such services are part of your usual business activities), to support by way of quotation or reference only: media planning and buying, campaign reporting, creative advertising, direct marketing, modelling, sales promotion and presentations, public relations, online advertising,

web development and social media strategy in line with your area of business, provided always that:

2.2.2.1 the GWI Data quoted or referred to: relate directly to the specific products, services and/or media concerning which you and (where applicable) your clients' have actual or genuine prospective commercial dealings; and

2.2.2.2 there is reasonable attribution of GWI as the source in accordance with clause 7.3 and

2.2.3 as otherwise expressly set out in your Order Form.

2.3 Notwithstanding clause 2.2 above, You are not permitted to use GWI Data:

2.3.1 in any harmful, threatening, defamatory, abusive, vulgar, obscene, irresponsible or offensive manner, including but not limited to the quotation of, or reference to, the Services in connection with your own content which is harmful, threatening, defamatory, abusive, vulgar, obscene, irresponsible or offensive;

2.3.2 in any derogatory or disparaging manner (including towards any of your competitors); or

2.3.3 to cause GWI reputational damage or bring GWI into disrepute.

2.4 Any violation of clause 2.3 shall entitle GWI, amongst other things, to: (i) suspend or terminate your rights to use the Services; and/or (ii) require you to publicly correct, to our satisfaction, within a reasonable time period and at your cost, any factual errors or misuse of the Services.

2.5 GWI shall be entitled at any time to vary or amend or modify the Materials and/or specification used in compilation of the Services including, without limitation, any questionnaire used by us. GWI reserves the right to change any survey, data coverage, market coverage, sample size and access details.

2.6 Except as otherwise agreed in your Order, you grant GWI a non-transferable, non-sublicensable, non-exclusive licence during the Term to display your branding for the purposes of promoting or advertising that you use the Services. GWI grants you a non-transferable, non-sublicensable, non-exclusive licence during the Term to display our branding for the purposes of promoting or advertising that you use the Services.

3 TRIALS

3.1 This clause 3 applies to any Trial Services provided to you as part of the Services. GWI reserves the right to charge a fee for any Trial Services provided as set out in your Order or as notified to you with 30 days notice.

3.2 You shall treat the Trial Services provided to you as confidential information belonging to GWI, in accordance with the confidentiality obligations in clause 14.

3.3 Your use of the Trial Services and/or continued use of the Trial Services constitutes your acceptance of this Agreement. You acknowledge and agree that this Agreement is applicable and binds you during the Trial Period.

4 SERVICE RESTRICTIONS

4.1 Except as set out in the relevant Order or Product Specific Terms, and notwithstanding clause 2, You are not permitted to:

4.1.1 reverse engineer, decompile, disassemble, or otherwise derive or determine or assist a third party to determine the GWI Materials, underlying ideas, structure or organisation of the Services;

4.1.2 modify, remove or obstruct any copyright, trademark or other proprietary notices appearing in or on the Services;

4.1.3 attempt to gain unauthorised access to the Services or assist a third party to do so;

4.1.4 use the Services in a manner that violates applicable law or reasonable information security practices;

4.1.5 rebrand, remove, deface, obscure or alter GWI's accreditation, trademarks or copyright notices or fail to accredit in accordance with this Agreement (including clause 7.3);

4.1.6 publicly disclose any part of the Services in volume or in multiple disclosures that combined may reasonably result in commercial loss or reputational damage to GWI; or

4.1.7 except as expressly agreed in your Order or with our prior written permission (and where appropriate in compliance with this Agreement including clause 7.3 for reasonable attribution):

4.1.7.1 provide, disclose, supply, copy, distribute the Services in whole or in part to any unauthorised third party or the public including but not limited to any marketplace;

4.1.7.2 refer to or present the Services in whole or in part as your own research, and/or provide, supply or commercially exploit based solely on analysis of the Services;

4.1.7.3 use the Services (whether provided in software form or otherwise) to sell, deliver or benefit from products in association with or by reference to any other database (in software form or otherwise) for the purpose of merger or fusion of the Services with such other databases including but not limited to tools, dashboards, data or reporting made available by you to third parties;

4.1.7.4 repackage, resell, licence or otherwise sell the data generated from the Services (or any derivatives of such data); or

4.1.7.5 access all or part of the Services in order to (i) build a product or service which competes with the Services; (ii) build a product using similar ideas, features, functions or graphics of the Services or (iii) assist a third party to do (i) or (ii).

5 THIRD PARTY SOFTWARE

5.1 GWI has no liability whatsoever for any third party software which you may use to access and/or use the Services.

6 OUR OBLIGATIONS AND RIGHTS

6.1 GWI shall use commercially reasonable endeavours to respond to all customer support requests in a timely manner.

6.2 GWI shall perform our obligations under this Agreement with reasonable skill and care and in accordance with applicable laws and regulations relevant to the Services.

6.3 The Agreement shall not prevent us from entering into similar agreements with third parties or from independently developing, using, selling or licensing products, services or data which are similar to those provided under the Agreement.

6.4 Save as expressly set out in this Agreement, GWI shall be under no obligation to you to retain or permit access to any of our questionnaires, survey records or other information used by us in the compilation of the Services.

6.5 In the event of any unauthorised use of the Services, and without prejudice to our other rights and remedies, GWI reserves the right to charge you additional fees based on the reasonably estimated additional use by any unauthorised users for access to and use of the relevant Services.

7 YOUR OBLIGATIONS

7.1 You agree and acknowledge that there shall be one (or more) admin user(s) appointed by you to administer all agreements, corporate accounts and subscriptions on your behalf ("**Admin User**"): including but not limited to making changes to any subscription plan, purchasing additional services and modifying account settings. It is your responsibility to ensure Admin User has the appropriate legal and financial authority.

7.2 You shall use all reasonable endeavours to prevent any unauthorised access or use of the Services and in the event of any such unauthorised access or use you must promptly notify us.

7.3 If you quote from the Services at any time as expressly permitted under this Agreement, then you must reference/attribute to us in accordance with the referencing guidelines available here: https://www.lingoapp.com/103520/k/13-Referencing-GWI-data-o0M304. GWI may update the guidelines from time to time and you are responsible for complying with the most current version. Any publication without our consent and/or attribution shall be a material breach of the Agreement.

7.4 You must not misuse our Services, including by introducing, accessing, storing or distributing any viruses, trojans, worms, malware, defects, logic bombs or other materials which are malicious, technologically harmful, defamatory, infringing, destructive or facilitate any illegal activity. You must not attempt to gain unauthorised access to or in any way attack the GWI Platform or any server, computer or database connected to our Services.

7.5 You are responsible for compliance with any usage restrictions or scope as set out in your Order. You warrant that your activities are and will remain in compliance with all applicable laws and regulations including without limitation: (i) any import or export of data or software, when using the Services and/or (ii) Data Protection Legislation.

8 FEES

8.1 Except for our Free Plan or free Trial Services, you must pay all applicable Fees to us, or any third party whom GWI notify you has the right to receive monies on our behalf, on the payment terms specified in your Order, plus any additional taxes, including value added tax, sales tax, service tax, goods and services tax or any other levies, duties imposed by the relevant tax authority that apply to this Agreement or Service ("**Taxes"**). You shall make payment to us of the total amount owing, which includes the Fees and Taxes, less any applicable deduction for withholding tax and shall account to the relevant tax authority for the appropriate withholding tax. You shall provide any necessary documentary evidence that may be required of the payment of the withholding tax on written request from us. In the event that GWI is subject to audit by any tax authority you shall promptly provide us with the documentary evidence that you have paid the withholding tax to the relevant tax authority. You authorise us to share such documentary evidence with the relevant tax authority. In the event that any Fees are not paid on the due date, you shall pay interest at a daily rate of 2% above the Bank of England base rate commencing on the date the Fee was payable until the Fee is fully paid.

8.2 Except as set out in your Order, Fees for any Renewal Periods will:

8.2.1 be prorated at the rate set out in your Order and will not include any discounts, which shall be disapplied for the Renewal Periods;

8.2.2 for Orders (except Online Purchases), be subject to an automatic increase of a minimum of six (6%) of the Fees payable in the Term or previous Renewal Period (as appropriate), or such other increase as GWI may notify to you in writing not less than 60 days prior to the relevant start of the relevant Renewal Period;

8.2.3 for Online Purchases, may be subject to an increase as notified to you by GWI, taking effect on the next Renewal Period;

8.3 To the extent your Order includes any analyst hours support as part of the Services, you agree that the analyst hours support must be used during a twelve (12) month period commencing on the relevant date GWI agrees to provide them to you (for example, the date of your Order, the commencement of an Initial Subscription Period or Renewal period, as appropriate). The Fees relating to analyst hours support are non-refundable. You acknowledge and agree any failure to use the full amount during the 12 month

period is at your own risk and GWI shall have no obligation to refund, credit or compensate you for the expired amount. Any request to extend the period shall be at GWI's sole discretion. Any additional analyst hours support provided to you in excess of that set out in the Order shall be subject to additional fees as agreed with you.

8.4 For Online Purchases you must provide accurate and complete information for a valid payment method that you are authorised to use. You will be billed either through the payment method you provide, such as a credit card, or through an intermediary. You must promptly notify us of any change in your invoicing address and must update your payment account with any changes related to your payment method. BY PURCHASING A SERVICES, YOU AUTHORISE GWI TO CHARGE YOUR PAYMENT METHOD ON A RECURRING BASIS ("**AUTHORISATION**") FOR (A) APPLICABLE FEES; (B) ANY AND ALL APPLICABLE TAXES; AND (C) ANY OTHER CHARGES INCURRED IN CONNECTION WITH YOUR USE OF ANY SERVICES. The Authorisation continues from the applicable Subscription Period and any Renewal Period until you cancel as set out in clause 10 of these Main T&Cs. If GWI fails to receive payment from your payment method, you agree to pay all amounts due on demand. Any amount not paid when due will be subject to interest at a daily rate of 2% above the Bank of England base rate commencing on the date the Fee was payable until the Fee is fully paid. You will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by GWI to collect any amount that is not paid when due.

9 TERM

9.1 Except as expressly stated otherwise in your Order or relevant Product Specific Terms, this Agreement is effective as of the Effective Date and will remain in effect until (i) the expiration or termination of all applicable Subscription Periods and Trial Periods; or (ii) the earlier termination of this Agreement in accordance with its terms.

9.2 In the event of any conflict or inconsistency the Term shall be interpreted in the following order of precedence: (1) your Order; (2) Product Specific Terms; (3) Main T&Cs. Each product shall be subject to its own Subscription Period.

9.3 In respect of any Trial Services, the Trial Period shall commence on the first date that you have access or use of the Trial Services and will conclude at the earlier of (i) the end of the period specified by GWI; (ii) your purchase of a paid subscription plan or services; and (iii) your use of the Trial Services being terminated in accordance with this Agreement.

10 TERMINATION

10.1 GWI may terminate all or part of this Agreement upon giving you written notice in the event:

10.1.1 you fail to pay any amount due to us on the due date for payment and remain in default not less than 30 days after being notified in writing to make such payment;

10.1.2 the person/entity who controls you ceases to do so or if another person/entity acquires control of you; or

10.1.3 at any time upon 30 days prior written notice, subject to clause 10.4.

10.2 Either party may terminate all or part of the Agreement upon:

10.2.1 the other committing a breach of any of the material terms of this Agreement and (if such a breach is remediable) failing to remedy that breach within 14 days of being notified in writing of the breach; or

10.2.2 the other becoming insolvent, having a receiver appointed over the whole or any part of your assets, having an administrator appointed, entering into any composition with creditors generally, is wound up or any step being taken towards any of these events.

10.3 GWI may suspend our provision of the Services in any circumstances where GWI would otherwise have the right to terminate the Agreement.

10.4 In the event of a termination by us in accordance with clause 10.1.3, GWI will provide you with a pro-rata refund of any Fees that you have paid in advance relating to the period following the date of termination.

10.5 Upon termination of the Agreement:

10.5.1 your licence rights will terminate, and you and you must immediately cease all use of the Services;

10.5.2 you will no longer be authorised to access the Services;

10.5.3 You will delete any cached or stored GWI Materials within 30 days of termination;

10.5.4 you must pay us any unpaid amount that was due prior to termination; and

10.5.5 all payment obligations accrued prior to termination and any other provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

10.6 In respect of any Trial Services, at the end of the Trial Period you must either cease to use the Trial Services or enter into a Platform Subscription to continue using the Services. GWI reserves the right to modify, cancel and/or limit the duration and terms of the Trial Services or cancel the Trial Services at any time. Any access to the Services will continue to be governed by this Agreement.

11 INTELLECTUAL PROPERTY RIGHTS AND CONTENT

11.1 You acknowledge and agree that GWI owns, and solely retains, all Intellectual Property Rights, title and interest in the Services and Materials ("**our Intellectual Property Rights**").

11.2 You acknowledge that you shall have no rights in or to our Intellectual Property Rights other than the express rights granted to you in this Agreement. Nothing in this Agreement shall act to assign any of our Intellectual Property Rights.

11.3 In consideration of this Agreement, the receipt and sufficiency of which you acknowledge, you assign to GWI with full title guarantee all rights, title and interest in and to all our Intellectual Property Rights together with (i) all goodwill associated to our

Intellectual Property Rights; and (ii) irrevocably and unconditionally waive all moral rights in any copyright protected work subsisting anywhere in the world for the whole term of such rights whether occurring prior to or after the Effective Date.

11.4 GWI may request, or you may otherwise provide, comments or feedback in relation to the Services. You acknowledge and agree that GWI shall acquire, and retain, all intellectual property rights in any feedback and may, in our sole discretion, use this feedback to develop our Services, create derivative works, display, disclose, distribute, and use that feedback in our marketing, promotional materials and/or in developing case studies in relation to our business which GWI may disclose to other customers or potential customers.

11.5 You acknowledge that "GWI", "GlobalWebIndex" and "Global Web Index" are trademarks of Trendstream Limited.

11.6 GWI agrees to indemnify and hold harmless you and your directors, employees and agents from and against any and all losses, demands, claims, damages, costs and/or expenses and liability arising out of any third party intellectual property claims relating to any part of the Services or use thereof infringing such third party's intellectual property rights.

12 DISCLAIMERS AND LIABILITY

12.1 The following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and subcontractors) to you in respect of any:

12.1.1 breach of the Agreement (or any part of it);

12.1.2 use made by you of the Services or any part thereof; and

12.1.3 representation, misrepresentation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement (or any part of it).

12.2 EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THE AGREEMENT, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THE AGREEMENT.

12.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY APPLICABLE CONSUMER PROTECTION LEGISLATION SHALL NOT APPLY TO THIS AGREEMENT. IF ANY CONSUMER LAWS IN YOUR JURISDICTION APPLY AND CANNOT BE EXCLUDED, NOTHING IN THESE TERMS WILL RESTRICT, EXCLUDE, OR MODIFY THE STATUTORY WARRANTIES, GUARANTEES, RIGHTS AND REMEDIES YOU HAVE AND OUR LIABILITY WILL BE LIMITED (AT OUR DISCRETION) TO REPLACEMENT, REPAIR OR REPLACEMENT OF SERVICES.

12.4 You are solely responsible for any decisions, actions or processing you may take or decide not to take arising out of or in connection with the Services and/or for results obtained from their use and for conclusions drawn from such use. GWI shall have no liability whatsoever to you as a result of any action, claim, loss, damages or expenses,

direct or consequential, suffered by you due to your reliance on or use of the Services or other information obtained via the Services.

12.5 Nothing in the Agreement excludes or limits our liability for:

12.5.1 death or personal injury caused by our negligence;

12.5.2 fraud or fraudulent misrepresentation; or

12.5.3 any liability which cannot be excluded or limited under applicable law.

12.6 Subject to clause 12.7, GWI shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, revenues, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement.

12.7 To the fullest extent permitted by law, our total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising out of or in connection with the performance (or non-performance) of this Agreement and the Services provided be limited to 100% of the Fees actually paid by you under the applicable Order in the twelve months preceding the date on which the claim arose.

12.8 NOTWITHSTANDING THE FOREGOING, GWI DOES NOT WARRANT THAT THE PROVISION OF THE SERVICES AND AI TECHNOLOGIES OR ANY OTHER PART OF THE SERVICES SHALL BE: UNINTERRUPTED, ACCURATE OR ERROR-FREE; NOR THAT THE SERVICES WILL BE SUITABLE TO MEET YOUR INTENDED OBJECTIVES OR PREDICT AN OUTCOME WITH RESPECT TO ANY SPECIFIC PERSON OR ENTITY. THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. GWI DOES NOT WARRANT AS THE ACCESSIBILITY OR FUNCTIONALITY OF THE SERVICES. TO THE EXTENT PERMITTED BY LAW GWI EXCLUDE, WHETHER EXPRESS OR IMPLIED, WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS AND UNDERTAKINGS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES. GWI ARE NOT LIABLE FOR FAILURE OR DELAY IN PERFORMANCE TO THE EXTENT IT IS CAUSED BY CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL.

13 AI TECHNOLOGIES

13.1 Except as set out in clause 13.2 below or otherwise expressly set out in your Order, you acknowledge and agree that you shall not export, transfer or input any data obtained through the Services to any AI Technologies without our prior written consent. GWI reserves the right to grant or deny consent for your export or transfer at our sole discretion.

13.2 You may export, transfer or input any data you obtain through our API Services to AI Technologies provided that the AI Technologies:

13.2.1.1 do not use the data to train a model that is accessible, or may be used, by any party other than you;

13.2.1.2 are operated in a restricted or private environment; and

13.2.1.3 do not allow the data (or any derivatives of such data) to be accessible, viewed, retrieved or used by other users of such AI Technologies (including the service providers of such AI technologies or any other third party).

14 CONFIDENTIALITY

14.1 Each party (the "**Receiving Party**") agrees not to use or disclose to any person any Confidential Information about the business or affairs of the other party (the "**Disclosing Party**") or any of its business contacts, or about any other confidential matters which may come to its knowledge in the course of performing its obligations under the Agreement, except as is strictly necessary for the purposes of complying with its obligations under this Agreement. For the purposes of this clause 14, Confidential Information means any information or matter which relates to the affairs of the Disclosing Party or any of its business contacts that would reasonably be expected to be confidential in nature.

14.2 The restriction in clause 14.1 does not apply to:

14.2.1 any use or disclosure authorised in writing by the Disclosing Party or as required by law;

14.2.2 any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure of the Receiving Party; or

14.2.3 any information which was lawfully in the possession of the Receiving Party before the information was disclosed to it by the Disclosing Party.

14.3 The Receiving Party must return or destroy the Disclosing Party's Confidential Information upon the Disclosing Party's request.

14.4 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

14.5 No party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other party.

14.6 Upon termination or expiry of the Agreement each party shall as soon as reasonably practicable return or destroy (as directed in writing by the Disclosing Party) all confidential information, security information, software and other materials provided to it in connection with the Agreement including all materials containing or based on the Disclosing Party's Confidential Information.

15 NOTICES

15.1 All notices sent by you to us must be sent to GWI, Nexus Building, Floor 2, 25 Farringdon Street, London, EC4A 4AB, UK and be copied to the email address legal@gwi.com (or such other email address as GWI may notify to you from time to time). GWI may give notice to you at the postal address or email address you provide in the Order (or otherwise). Notice will be deemed received and properly served three days after the

date of posting of any letter. In proving the service of any notice, it will be sufficient to prove that the letter was properly addressed, stamped and placed in the post. You may request a change in your billing address, subject to our sole discretion. Requests, including those submitted via email, will be considered and must be confirmed in writing and will take effect upon approval by us. For the avoidance of doubt, the address for legal notices and formal communications shall remain as originally specified in the Agreement.

16 ANTI BRIBERY AND MODERN SLAVERY

16.1 Both parties agree to comply with all applicable anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Neither party will make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise required to perform. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organisations, and political parties.

16.2 Both parties agree to comply with all applicable anti-human trafficking, forced labour, and modern slavery laws and rules. GWI will take reasonable steps to ensure that no slavery, servitude, forced or compulsory labour, or human trafficking occurs in its provision of Services or supply chain.

17 FORCE MAJEURE

17.1 GWI shall not be liable or responsible for any failure to perform or delay in performance of any of our obligations under the Agreement that is caused by events outside of our reasonable control, including (without limitation): acts of God, epidemic or pandemic, flood, earthquake, storm or other natural disaster, nuclear, chemical or biological contamination or sonic boom, any labour dispute (including strikes, industrial action or lockouts), terrorist attack, failure of a utility service or telecommunications network, malicious damage, compliance with any governmental order, rule, regulation or direction, fire, flood or default of suppliers or subcontractors (**Force Majeure Event**).

17.2 Our obligations under the Agreement may be suspended for the period that the Force Majeure Event continues, and GWI will have an extension of time to perform these obligations for the duration of that period.

18 MODIFICATIONS

18.1 GWI may modify the Agreement from time to time by notifying you of any such modification at least thirty (30) days prior to its effective date:

18.1.1 for Trial Services and our Free Plan, modifications become effective during the then current Subscription Period, in accordance with GWI's notice;

18.1.2 for paid Services (including but not limited to Platform Subscriptions):

18.1.2.1 except as specified in clause 18.1.2.2 below, modifications to this Agreement will take effect at the next Order or Renewal Period unless either party elects to not renew pursuant to the relevant Product Specific Terms; and

18.1.2.2 GWI may specify that modifications will become effective during a current Subscription Period if: (a) required to address compliance with all applicable laws, regulations, conventions, decrees, decisions, orders, judgments, codes and requirements of any government authority (federal, state, local or international) having jurisdiction; (b) required to reflect updates to product functionality or introduction of new product features. If you object, you may terminate the remainder of the current Subscription Period for the affected Services only as your exclusive remedy. To exercise this right, you must notify GWI of termination under this clause within thirty (30) days of the modification notice and GWI will refund any pre-paid fees for the terminated portion of the applicable Subscription Period.

19 GENERAL

19.1 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent territory to be invalid, unenforceable or illegal, the provision shall be deemed separate from its surrounding provisions which shall remain in force.

19.2 Failure by us to exercise or enforce any right under the Agreement shall not be deemed to be a waiver of that right.

19.3 GWI may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Agreement. You may not assign, transfer, charge, sub-contract or deal in any other manner with any of your rights or obligations under the Agreement without obtaining our prior written consent, such consent not to be unreasonably withheld.

19.4 No person other than a party to the Agreement shall have any rights to enforce any term of the Agreement. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement is not subject to the consent of any person that is not a party to the Agreement.

19.5 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) ("**Disputes**") shall be governed by and construed in accordance with: a) where the GWI entity named in the Order is Trendstream Limited (or there is no Order in respect of your access and use of the Services; and your registered office or principal place of business is outside of the United States), English law and the parties submit to the exclusive jurisdiction of the English courts to settle any Disputes; or b) where the GWI entity named in the Order is GlobalWebIndex Inc (or there is no Order in respect of your access and use of the Services; and your registered office or principal place of business is in the United States) New York law and the parties submit to the exclusive

jurisdiction of the courts in New York to settle any Disputes. The parties agree that they shall first attempt to settle any Disputes by negotiating in good faith between them and shall only commence litigious court based legal proceedings following the failure of any negotiations. Obligations by their nature intended to survive termination of this Agreement shall survive including clauses: 2, 4, 7, 11, 12 13, 14, 17, 18 and 19

19.6 The Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the Services. The Parties agree that this Agreement applies to the exclusion of any other terms that are given to us or accepted or purported to be accepted by us under any purchase order, confirmation of order, specification or other document, or which are implied by law, trade custom, practice or course of dealing. Each party acknowledges that, in entering into the Agreement, it does not rely on any statement, representation, assurance or warranty of any person other than as expressly set out in the Agreement. Nothing in this clause shall limit or exclude any liability for fraud.