GWI TERMS AND CONDITIONS FOR TRIAL SERVICES

Last updated on: 29 January 2024

These terms were effective between 29 January 2024 and 28th October 2024. 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 CLICKING TO ACCEPT THIS AGREEMENT OR ACCESSING OR USING ANY GWI TRIAL SERVICES, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS LEGALLY BINDING. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE ANY TRIAL SERVICES.

1. SCOPE AND INTERPRETATION

1.1. The Trial Services provided by GWI (**we, us**) shall be provided in accordance with these terms and conditions (the **"Agreement"**).

1.2. Defined terms shall have the meaning set out below, in the Agreement.

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;

Anonymous RLD: means raw, anonymized respondent level data collected from respondents or participants in research studies, surveys, or similar data collection activity and associated Weighting Data;

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 ("UK GDPR"); (iv) the California Consumer Priva.cy Act 2018 (CCPA); (v) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); and (vi) any other data protection legislation applicable to the Trial Services; in each case as may be amended, superseded or replaced from time to time;

Fees: any applicable rates and fees payable by you subject to clause 7;

GWI: means: (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 Materials: means (i) Materials belonging to GWI which exist before entering into this Agreement, (ii) Materials developed by for on behalf of GWI either independently and/or

during the Trial Period (as applicable) (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 Trial Services (vi) questions and questionnaires developed for or in connection with the provision of the Trial 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, trade marks 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;

Marketplace: the third party database and/or marketplace that facilitates access to our Trial Services, use of which shall be subject to the additional terms of your agreement directly with the marketplace provider.

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 Trial Services;

Trial Services: shall mean access and use of our Anonymous RLD made available to you by GWI, pursuant to this Agreement through the Marketplace;

Trial Period: means the time period as specified by GWI on the Marketplace or such other period which GWI may make the Trial Services available to you;

Weighting Data: data provided on a per respondent level to illustrate the universe portion (as defined by GWI) each respondent represents for the applicable dataset; and

You, you, You or your: the party entering into this Agreement and/or accessing the Trial Services.

1.3. If you accept this Agreement on behalf of your company, organisation or other entity, you must have, and you represent that you have, full legal authority to bind your company, organisation or such other entity to the Agreement.

2. LICENCE

2.1. Subject to the terms of this Agreement you are granted: a non-exclusive, non-transferable, non-sublicensable licence to access and use the Trial Services during the applicable Trial Period.

2.2. Subject to clause 2.1 and clause 3, you may only use the Trial Services for your own internal business purposes in order to evaluate the Trial Services as to whether you wish to continue with a purchase of Anonymous RLD. You agree to provide GWI with reasonable assistance in order to enable GWI to understand your potential product use and evaluation.

2.3. Notwithstanding clause 2.2 above, You are not permitted to use the Trial Services:

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, Anonymous RLD 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; or

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

2.4. Any violation of the above 2.3 may result in, amongst other things, suspension or termination of your rights to use the Trial Services.

2.5. You grant GWI a non-transferable, non-sublicensable, non-exclusive licence during the Trial Period to display your trade marks and branding for the purposes of promoting or advertising that you use the Trial Services.

3. SERVICE RESTRICTIONS

Notwithstanding clause 2, You are not permitted to:

3.1.1. 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 Trial Services;

3.1.2. modify, remove or obstruct any copyright, trade mark or other proprietary notices appearing in or on the Trial Services;

3.1.3. attempt to gain unauthorised access to the Trial Services or assist a third party to do so;

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

3.1.5. rebrand, remove, deface, obscure or alter GWI's accreditation, trade marks or copyright notices;

3.1.6. publicly disclose any part of the Trial Services;

3.1.7. You may not without our prior written permission and, where appropriate reasonable attribution as required by GWI:

3.1.7.1. provide, disclose, supply, copy, distribute the Trial Services in whole or in part to any unauthorised third party or the public;

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

3.1.7.3. use the Trial 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 Trial Services with such other databases including but not limited to tools, dashboards, data or reporting made available by you to third parties;

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

4. THIRD PARTY SOFTWARE

4.1. We have no liability whatsoever for any third party software including the Marketplace which you may use to access and/or use in connection with the Trial Services.

5. OUR OBLIGATIONS AND RIGHTS

5.1. We shall use commercially reasonable endeavours to respond to all customer support requests relating to the Anonymous RLD in a timely manner.

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

5.3. 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.

5.4. Save as expressly set out in this Agreement, we 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 Trial Services.

5.5. Where you access the Trial Services via a Marketplace, you acknowledge that the Marketplace is completely independent of us, and that the Marketplace has no authority to enter into any contract, grant any right or provide any promise, guarantee or commitment on our behalf. Because you are using our Trial Services you will have clicked to accept and

acknowledge that you have agreed to this Agreement, however, any terms and conditions governing transactions and/or arrangements solely between you and the Marketplace shall not form part of this Agreement.

6. YOUR OBLIGATIONS

6.1. You warrant that the representative who enters into the Agreement on your behalf is authorised to do so and you shall indemnify us for any loss suffered if the signatory is not so authorised.

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

6.3. You must not misuse our Trial 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 any server, computer or database connected to our Trial Services.

6.4. You warrant that you are and will remain in compliance with all applicable laws and regulations including without limitation any import or export of data or software, when using the Trial Services.

6.5. You shall not alter the Weighting Data or apply any alternative ratios or algorithms to the Anonymous RLD without our written consent. We reserve the right to charge for any additional support services should changes be required.

7. FEES

Subject to your compliance with this Agreement, Fees are waived for the Trial Period in accordance with the terms presented to you on the Marketplace. In the event of any unauthorised use of the Trial Services, and without prejudice to our other rights and remedies, we reserve the right to charge you Fees for use of the relevant Trial Services.

8. TERM

8.1. This Agreement shall, unless terminated in accordance with clause 9:

8.1.1. commence on the date you access the Trial Services; and

8.1.2. will conclude at the earlier of the end of the Trial Period or sooner if use of the Trial Services is terminated in accordance with this Agreement.

9. TERMINATION

9.1. We reserve the right to modify, change, suspend, cancel and/or limit the duration and/or terms of the Trial Services or cancel the Trial Services at any time.

9.2. Upon termination of the Agreement:

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

9.2.2. you will no longer be authorised to access the Trial Services;

9.2.3. delete any cached or stored GWI Materials or Anonymous RLD;

9.2.4. 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. INTELLECTUAL PROPERTY RIGHTS AND CONTENT

10.1. You acknowledge and agree that we own and solely retain all Intellectual Property Rights, title and interest in the Trial Services including the Anonymous RLD (" **our Intellectual Property Rights"**).

10.2. 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.

10.3. We may request or you may otherwise provide comments or feedback in relation to the Trial Services. You acknowledge and agree that we shall acquire and retain all intellectual property rights in any feedback and may in our sole discretion use this feedback to develop our Trial 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 we may disclose to other customers or potential customers.

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

10.5. We hereby agree to indemnify and keep indemnified on demand 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 Trial Services or use thereof infringing such third party's intellectual property rights.

11. DISCLAIMERS AND LIABILITY

11.1. 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 and the Authorised Users in respect of any:

11.1.1. breach of the Agreement (or any part of it);

11.1.2. use made by you of the Trial Services or any part thereof; and

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

11.2. 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.

11.3. You are solely responsible for any decisions you may take or decide not to take arising out of or in connection with the Trial Services and/or for results obtained from their use and for conclusions drawn from such use. We 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 Trial Services or other information obtained via the Trial Services.

11.4. Nothing in the Agreement excludes or limits our liability for:

11.4.1. death or personal injury caused by our negligence;

11.4.2. fraud or fraudulent misrepresentation; or

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

11.5. Subject to clause 11.6, we 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.

11.6. 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 in out of or in connection with the performance (or non-performance) of this Agreement and the Trial Services provided be limited to £1,000 (one thousand pounds).

11.7. NOTWITHSTANDING THE FOREGOING, WE DO NOT WARRANT THAT THE PROVISION OF THE TRIAL SERVICES INCLUDING THE ANONYMOUS RLD OR ANY OTHER PART OF THE TRIAL SERVICES SHALL BE: UNINTERRUPTED OR ERROR-FREE; NOR THAT THE TRIAL SERVICES WILL BE SUITABLE TO MEET YOUR INTENDED OBJECTIVES. THE TRIAL SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE TRIAL SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY LAW WE EXCLUDE, WHETHER EXPRESS OR IMPLIED, WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS AND UNDERTAKINGS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE TRIAL SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE TRIAL SERVICES. WE ARE NOT LIABLE FOR FAILURE OR DELAY IN PERFORMANCE TO THE EXTENT IT IS CAUSED BY CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL.

12. PERSONAL DATA

12.1. In this clause 12, the following terms shall have the meanings given to them in the Data Protection Legislation: **controller**, **data subject**, **personal data**, **personal data breach**, and **process** and **processed** shall be construed accordingly.

12.2. With regard to the personal data being processed in relation to the Trial Services, each party acknowledges and accepts that it is each a controller in its own right for such personal data and each party shall comply in all respects with the Data Protection Legislation.

12.3. The Anonymous RLD does not contain any personal data and we do not process any personal data as a processor for you. You acknowledge and agree that in the course of providing the Trial Services, we may process limited personal data as a controller such as business administration data, including login details and work email addresses in accordance with our privacy policy found at URL https://www.gwi.com/legal/privacy.

12.4. For the purposes of CCPA, we shall not use, sell, rent, transfer, distribute, or otherwise disclose or make available for sale the personal information for our own purposes or for the benefit of any third party.

13. AI TECHNOLOGIES

13.1. You acknowledge and agree that you shall not export, transfer or input any data obtained through the Trial Services to any AI Technologies without our prior written consent. We reserve the right to grant or deny consent for your export or transfer at our sole discretion.

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 the registered address for Trendstream Limited, 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 we may notify to you from time to time). We may give notice to you at the postal address or email address you provide. 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.

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 not 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 Trial Services or supply chain.

17. FORCE MAJEURE

17.1. We 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 sub-contractors (**Force Majeure Event**).

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

18. GENERAL

18.1. 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.

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

18.3. We 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.

18.4. 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.

18.5. 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 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 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, 3, 7, 10, 11, 14 and 18.

18.6. The Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the Trial 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.

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