MAIN TERMS AND CONDITIONS

Last updated on: 2 February 2024

These terms were effective between 2nd February 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.

1 SCOPE AND INTERPRETATION

1.1 The Services provided by GWI (**we, us**) shall be provided in accordance with these terms and conditions ("**T&Cs**") and, where applicable, the Order Form (together **"Agreement"**)

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

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;

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

Authorised Users: your personnel who have been authorised to access and use the Services as set out in (i) the Order Form or (ii) agreed between us in compliance with clause 9.9;

Custom Data: data generated in accordance with any agreed Custom Work and made available to you;

Custom Term: means:

(i) where the Order form also includes a Pro Plan, the period from the date the Custom Data is made available to you in the GWI Platform to the end of the Term; or

(ii) where the Order Form is in respect of Custom Work only, a period of 3 months from the data the Custom Data is made available to you in the GWI Platform;

(iii) or such other term as set out in the Order Form;

Custom Work: any custom services that we provide to you, including Projects, Reports and custom studies as scoped in the Customer Work Specification;

Custom Work Specification: the project details and specification for the Custom Work as set out in the appendices to the Order Form, where applicable;

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 Services; in each case as may be amended, superseded or replaced from time to time;

Documentation: GWI's technical content describing and instructing on your use of the GWI API provided at: https://api.globalwebindex.com/docs

Exports: exports available for download from the GWI Platform, downloadable in pdf, excel, csv or jpeg format or such other format as we make available from time to time;

Fees: the rates and fees payable by you as set out in the Order Form and subject to clause 10;

GWI: the GWI entity named in the Order Form, or in the absence of an Order Form: (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 API: the GWI application programming interface, which provides access to Syndicated Data as set out in the Order Form or otherwise made available to you;

GWI Materials: means (i) Materials belonging to GWI which exist before entering into the Order Form, (ii) Materials developed by of on behalf of GWI either independently and/or during the Term, Custom Term or Trial Period (as applicable) excluding those set out in the Order Form to be solely for the 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 (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.

GWI Platform: our proprietary web-based hosted services platform and its Exports used to deliver the Services to you through any access points as directed by GWI;

Initial Subscription Period: means the initial subscription period set out in the Order Form, which starts on the start date and ends on the end date set out the Order Form;

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.

Location: the location of Authorised Users as indicated on the relevant Order Form;

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.

Partner: any third party who is authorised by us to resell or distribute our Services;

Pro Plan: a paid subscription plan to use the GWI Platform and access the Syndicated Data as set out in the Order Form or any such additional services we make available to you.

Project: means any project more particularly described in the Custom Work Specification;

Project Completion Date: means the date of completion of a Project for Custom Work as indicated by delivery of the Custom Work from GWI to You;

Report: the relevant reports generated in accordance with any Custom Work;

Order Form: means the order form and any applicable appendices executed by you and us relating to the Services, or if you access the Services through a Partner, the order form or other agreement or document you agreed or accepted with the Partner;

Services: shall mean any consumer research services made available to you by GWI pursuant to this Agreement through (i) a Pro Plan; (ii) Custom Work or (iii) Trial Services (iv) GWI API and/or (v) such other services as GWI may deem appropriate

from time to time, or if you access our Services through a Partner, the relevant services notified to us by the Partner;

Scope: the GWI API permitted use and commercial scope as set out in the Order Form;

Syndicated Data: any aggregated information, data, statistics, report, images, text or content for the Services made available to you and where applicable provided in Exports during the Term;

Subscription Period: means the Initial Subscription Period and where applicable any subsequent Renewal Periods;

Term: the term of this agreement as set out in clause 11;

Trial Services: means any trial of our services we make available to you at our sole discretion, including (i) any trial services set out in an Order Form (ii) services we otherwise provide to you; and/or (iii) the limited free version of the GWI Platform and (iv) any free datasets we make available to you;

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

You, you, You or your: the party entering into this Agreement or accessing the Services, and where set out on the Order Form includes the Authorised Users.

1.3 Where an Order Form relating to Services has been executed, if there is any conflict or inconsistency between the Order Form and these T&Cs, the Order Form shall prevail to the extent sent out in the Order Form. Where an Order Form has not been executed or you are accessing the Services for a Trial Period, these T&Cs shall govern your use of the Services as applicable.

1.4 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.

1.5 Your Affiliates may enter into their own Order Forms 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. Alternatively, Your Affiliates may serve as Authorised Users under this Agreement for Pro Plan services.

2 LICENCE

2.1 Subject to the terms of this Agreement you and the Authorised Users in the Location are granted a non-exclusive, non-transferable, non-sublicensable licence to access and use the Services and Syndicated Data and/or Custom Data during the applicable Term, Custom Term or Trial Period.

2.2 Subject to clause 2.1 and clause 6, you and the Authorised Users may only use the Syndicated Data and/or Custom Data (as applicable):

2.2.1 for your own internal business purposes. This may include: supporting internal assessments of end user markets or co-orborating already established internal views on audiences or using Exports for the purpose of supplying advertising or marketing services to your clients (to the extent such services are part of your usual business activities); and/or

2.2.2 to analyse the Syndicated Data or Custom Data internally for the benefit of your clients or for your own internal purposes; and/or

2.2.3 for external business purposes, to support by way of quotation or reference only: media planning and buying, campaign reporting, creative, direct marketing, modelling, sales promotion and presentations, public relations, online, web development and social media strategy in line with your area of business, provided always that the Syndicated Data or Custom Data quoted or referred to:

2.2.3.1 relates directly to the specific products, services and/or media concerning which you and (where applicable) the relevant third party have actual or genuine prospective commercial dealings; and

2.2.3.2 reasonable attribution of us as the source in accordance with clause 9.5: and/or

2.2.4 as otherwise expressly agreed in your Order Form.

2.3 Notwithstanding clause 2.2.3 above, You and Your Authorised Users are not permitted to use the Services, Syndicated Data or Custom 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, Syndicated Data or Custom Data 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 the above 2.3 may result in, amongst other things, suspension or termination of your rights to use the Services.

2.5 Where external publication, quotation or reference of Syndicated Data or Custom Data (in compliance with clause 2.2.3) breaches the requirements of clause 2.3 above, we reserve the right to require you to publicly correct, to our satisfaction, within a reasonable time period and at your cost, any factual errors or misuse of the Syndicated Data or Custom Data.

2.6 We shall be entitled at any time to vary or amend or modify the specification used in compilation of the Syndicated Data including, without limitation, any questionnaire

used by us. We reserve the right to change any survey, data coverage, market coverage, sample size and access details.

2.7 Except as otherwise agreed in your Order Form, 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. We grant 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 CUSTOM WORK

3.1 This clause 3 shall apply to any Custom Work as set out in the Order Form or otherwise provided to you as part of the Services.

3.2 Where agreed between the Parties you may request within a thirty (30) days period after the expiration of the Subscription Period and we will provide you with a copy of the Custom Data and/or Anonymous RLD associated with the Custom Work. Upon delivery we grant you a perpetual, worldwide, royalty-free, irrevocable licence to copy, modify and otherwise use the Custom Data or Anonymous RLD in accordance with clause 2, subject always to compliance with clause 9.5 for reasonable attribution. Except as expressly permitted by us in writing, neither you nor the Authorised Users are entitled to sell or distribute or licence any of the Custom Data or Anonymous RLD or undertake a joint promotion using the same with a third party.

3.3 You acknowledge and agree that we shall determine in our sole discretion the duration of the interviews required to fulfil each questionnaire as agreed in the Custom Work Specification. If we reasonably determine that the length of the questionnaire exceeds the agreed Custom Work Specification, we shall notify you that we shall either amend the questionnaire or renegotiate the Custom Work Specification. We shall not be obliged to continue to provide our Custom Work in relation to the relevant questionnaire unless and until the questionnaire is amended to our reasonable satisfaction or the Custom Work Specification has been renegotiated. This remains GWI Material and is owned by GWI.

3.4 You acknowledge and agree that we will not be liable to you or any Authorised User:

3.4.1 where our performance is prevented or delayed by an event outside of our control (including irregular panel response rates or any delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet), and the Project timelines may be delayed accordingly;

3.4.2 for any delay or failure by us in performing our obligations to the extent caused by your failure to meet a relevant dependency or any other act or omission (for example missing the questionnaire sign-off date, requesting amendments following questionnaire sign-off, missing the survey test link sign-off date or missing the reporting contents page sign-off date), and Project timelines may be delayed accordingly; or

3.4.3 for any losses suffered by you or any Authorised User due to its or their reliance on or use of the Custom Data or the Reports. We shall notify you as soon as

reasonably practicable of any likely delays to the Project timeline, and shall determine in our reasonable discretion whether any such delays have been caused by any event referred to in this clause 3.4.

3.5 You acknowledge and agree that the Fees for Custom Work have been calculated with reference to the Custom Work Specification, and include consultancy time for a kick-off call, an initial draft of questions and a round of amendments equating to not more than 50% of the questionnaire content and minor amendments to the questionnaire (such as wording and routing of options) up until sign-off of the written questionnaire by both parties (**Project Standard Allowance**) . Additional fees may be incurred for changes and additional time that we reasonably determine to be in excess of the Project Standard Allowance. We will obtain prior written approval from you before incurring any such additional fees (such approval not to be unreasonably withheld or delayed), and you acknowledge that we shall not be obliged to provide the Services in respect of an altered Project until these additional fees have been reasonably agreed by the parties.

3.6 You agree and acknowledge that the Fees are the minimum fees payable for the Custom Work and you agree to pay GWI the fees when due, irrespective of any cancellation, delay or failure to commence, continue or conclude the Custom Work by you.

4 TRIALS

4.1 This clause 4 applies to any Trial Services provided to you as part of the Services. We reserve the right to charge a fee for any Trial Services provided as set out in your Order Form or as notified to you with 30 days notice.

4.2 You shall treat the Trial Services provided to you as confidential information belonging to GWI, in accordance with the confidentiality obligations in clause 17.

4.3 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.

5 GWI API

5.1 This clause 5 applies to any provision of the GWI API to you as part of the Services. Access and use of the GWI API shall be subject to the API terms found at https://www.gwi.com/api-terms

6 SERVICE RESTRICTIONS

6.1 Notwithstanding clause 2, You and the Authorised Users are not permitted to:

6.1.1 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;

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

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

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

6.1.5 rebrand, remove, deface, obscure or alter GWI's accreditation, trademarks or copyright notices or fail to accredit in accordance with this Agreement (including clause 9.5);

6.1.6 publicly disclose Exports, Syndicated Data, Custom Data or Anonymous RLD or any part of the Services in volume or in multiple disclosures that combined may reasonably result in commercial loss or reputational damage to GWI;

6.1.7 to the extent the Services include GWI API: (i) create permanent copies of data, or keep cached copies for no longer than thirty (30) days and only to the extent necessary for enabling or improving an end users use of the GWI API; (ii) interfere with or disrupt the GWI APIs or the servers or networks providing the GWI APIs including spamming, hacking and violating any applicable fair usage requirements;

6.1.8 Except as expressly agreed in your Order Form, you may not without our prior written permission and, where appropriate compliance with this Agreement (including clause 9.5) for reasonable attribution:

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

6.1.8.2 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; or

6.1.8.3 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;

6.1.8.4 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).

7 THIRD PARTY SOFTWARE

Unless we require you to use any specified third party software to access the Services, we have no liability whatsoever for any third party software which you or any Authorised User may use to access and/or use the Services. Any use of such third party software to access or extract data from the Services is subject to our prior

written approval. We reserve our right to withdraw our approval at any time and at our reasonable discretion.

8 OUR OBLIGATIONS AND RIGHTS

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

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

8.3 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.

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

8.5 In the event of any unauthorised use of the Services, and without prejudice to our other rights and remedies, we reserve 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. Such additional fees are intended to be reflective of the Fees that would have been payable had the users been Authorised Users.

8.6 Where you access the Services via a Partner, you acknowledge that our Partner is completely independent of us, and that the Partner 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 Services you will still need to agree to these T&Cs, however, any terms and conditions governing transactions and/or arrangements solely between you and our Partner (such as any professional services provided to you by our Partner or any third-party products sold to you by our Partner) shall not form part of these T&Cs. Our Partner is also responsible for arrangements in connection with Fees and your Subscription Period and may administrate the renewal of your subscription(s) to our Services, in which case you should contact our Partner if you have any questions in relation to your renewal.

8.7 To the extent that the Services including use of the GWI Platform, You and your Authorised Users shall only use the GWI Platform in a fair and reasonable way and we shall be entitled to suspend your access to the GWI Platform if we determine in our sole reasonable discretion that your use of the GWI Platform is materially and adversely affecting the performance, functionality or value of the GWI Platform and/or Services.

8.8 To the extent the Services include use of the GWI Platform, we shall use commercially reasonable endeavours to deliver an uptime of 99.9%, measured monthly, excluding scheduled and emergency maintenance and downtime as a result of third party connections or utilities or other reasons beyond our reasonable control. When conducting routine maintenance we aim to give you not less than 6 UK business hours' notice in advance. We are not responsible for any delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services and availability

of the GWI Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities and we shall in no way be liable for your use of such communications facilities or other reasons beyond our reasonable control.

9 YOUR OBLIGATIONS

9.1 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.

9.2 To the extent the Services include access and use of the GWI Platform, you and all Authorised Users shall keep secure any password, user name or other information required for accessing or using the GWI Platform and undertake to change any password in line with any instructions from us. We may audit the security information to validate the name and password of each Authorised User. You and all Authorised Users must keep the security information confidential and not disclose these details to any third party.

9.3 To the extent the Services include use of the GWI Platform, we have the right to disable any Authorised User's account, if we reasonably believe that you or an Authorised User has failed to comply with any of the provisions of the Agreement.

9.4 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.

9.5 If you and/or any Authorised Users quote from the Services at any time as expressly permitted under this Agreement, then you must reference us in accordance with the referencing guidelines available here: https://www.lingoapp.com/103520/k/13-Referencing-GWI-data-o0M304. We 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.

9.6 You and the Authorised Users 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.

9.7 You are responsible for ensuring that all Authorised Users who access our Services are aware of and comply with the terms of the Agreement and promptly notifying us of any unauthorised use of, or access to, the Services.

9.8 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 Services.

9.9 You agree that reassignment of Authorised Users is permitted at GWI's discretion under the following circumstances:

9.9.1 Where an Authorised User has left your organisation;

9.9.2 Where an Authorised User has changed role with your organisation;

9.9.3 Where an Authorised User has been inactive in the GWI Platform for over 1 month; and/or

9.9.4 Where an Authorised User has been re-assigned, their seat is unable to be assigned to the previous authorised user or any other user for 6 months.

9.10 You shall maintain a list of current Authorised Users and provide such list to us promptly upon any written request from us. You agree not to exceed the number of Authorised Users as indicated on the applicable Order Form.

9.11 In the event an Authorised User's employment with you is terminated or ends for any reason, their access to the Services shall be terminated. You shall promptly notify of such termination and shall be responsible for any continued use of that person's user account until such time as we have been duly notified.

10 FEES

10.1 You must pay all applicable Fees to us, or to our Partner if you access the Services via a Partner, or any third party whom we notify you has the right to receive monies on our behalf on the payment terms specified in the Order Form, 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'). The Taxes are included as a separate line-item on our invoice. You shall make payment to us or to our Partner 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 we or our Partner are subject to audit by any tax authority you shall promptly provide us or our Partner (as applicable) with the documentary evidence that you have paid the withholding tax to the relevant tax authority. You authorise us or our Partner (as applicable) to share such documentary evidence with the relevant tax authority. If you dispute any invoice in whole or part in good faith, you shall notify us within 14 days of the date of the relevant invoice with sufficient detail of the nature of the claim, the amount, the relevant invoice and information to allow us to respond appropriately or the invoice shall be deemed accepted by you. Any undisputed part of any invoice shall be payable irrespective of any valid dispute. In the event that any Fees are not paid within 30 days of the payment terms specified in the relevant Order Form, 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.

10.2 Fees for any Renewal Periods shall be prorated at the rate set out in the Order Form and will not include any discounts, which shall be disapplied for the Renewal Periods. We reserve the right to increase fees for Renewal Periods by providing you with written notice not less than 60 days prior to the relevant start of the relevant Renewal Period.

11 TERM

11.1 Where the Order Form includes a Pro Plan, this Agreement shall, unless terminated in accordance with clause 12,:

11.1.1 commence on the earlier of (i) start date set out in the Order Form; or (ii) the date you access the Services; and

11.1.2 continue for the Initial Subscription Period and, thereafter, shall automatically renew for subsequent periods of the same length as the Initial Subscription Period, (each a "**Renewal Period**"), unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the applicable Initial Subscription Period or Renewal Period.

the ("**Term**").

11.1.3 Where the Order Form is in respect of Custom Work only, this Agreement shall, unless terminated in accordance with clause 12, commence on the date of this Agreement and shall continue until the end of the Custom Term:

11.2 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 or sooner if: (ii) you subscribe to a Pro Plan or (iii) use of the Trial Services is terminated in accordance with this Agreement.

12 TERMINATION

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

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

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

12.1.3 at any time upon 30 days prior written notice, subject to clause 12.4.

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

12.2.1 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;

12.2.2 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; or

12.2.3 the other suspends or ceases to carry on all or a substantial part of their business.

12.3 We may suspend our provision of the Services in any circumstances where we would otherwise have the right to terminate the Agreement.

12.4 In the event of a termination by us in accordance with clauses 12.1.2 and 12.1.3 , we 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 and any Fees relating to any Custom Work that has not been completed prior to the termination, save where you access the Services via a Partner (in such circumstances you should contact our Partner directly to determine whether any refund is available in accordance with the terms of the Order Form between you and our Partner).

12.5 Upon termination of the Agreement:

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

12.5.2 you will no longer be authorised to access the GWI Platform;

12.5.3 delete any cached or stored GWI Materials;

12.5.4 you must pay us or our Partner (as applicable) any unpaid amount that was due prior to termination; and

12.5.5 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.

12.6 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 Pro Plan to continue using the Services. We reserve 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.

12.7 To the extent the Services include GWI API, we may without liability to you, suspend or terminate your use of the GWI API with immediate effect if we believe you have violated these Terms including but not limited to ensuring the security or integrity of the GWI API. We may also, without liability to you, discontinue the availability of some or all of the GWI API to: (i) protect the security or integrity of the GWI API, (ii) for legal compliance reasons (iii) to the extent necessary to mitigate damage in relation to third party litigation or (iv) to improve the stability and provision of the GWI API. We will provide you with at least 60 days notice of any discontinuation of any API or end point. If so instructed by GWI, you may not continue to use the previous version of the Documentation or the GWI API.

13 INTELLECTUAL PROPERTY RIGHTS AND CONTENT

13.1 You acknowledge and agree that we own and solely retain all Intellectual Property Rights, title and interest in the Services including the GWI Platform, GWI API, GWI Materials, Syndicated Data, Custom Data and Anonymous RLD (**our Intellectual Property Rights**).

13.2 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.

13.3 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.

13.4 We may request or you may otherwise provide comments or feedback in relation to the 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 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.

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

13.6 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 Services or use thereof infringing such third party's intellectual property rights.

14 DISCLAIMERS AND LIABILITY

14.1 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:

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

14.1.2 use made by you and the Authorised Users of the Services or any part thereof; and

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

14.2 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.

14.3 You and the Authorised Users are solely responsible for any decisions you or the Authorised Users 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. We shall have no liability whatsoever to you or any Authorised User as a result of any action, claim, loss, damages or expenses, direct or consequential, suffered by you or any Authorised User due to your reliance on or use of the Services or other information obtained via the Services.

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

14.4.1 death or personal injury caused by our negligence;

14.4.2 fraud or fraudulent misrepresentation; or

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

14.5 Subject to clause 14.6, 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.

14.6 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 Services provided be limited to 100% of the Fees actually paid by you under the applicable Order Form in the twelve months preceding the date on which the claim arose.

14.7 NOTWITHSTANDING THE FOREGOING, WE DO NOT WARRANT THAT THE PROVISION OF THE SERVICES INCLUDING THE GWI PLATFORM, SYNDICATED DATA, CUSTOM DATA, GWI API AND AI TECHNOLOGIES OR ANY OTHER PART OF THE SERVICES SHALL BE: UNINTERRUPTED OR ERROR-FREE; NOR THAT THE SERVICES WILL BE SUITABLE TO MEET YOUR INTENDED OBJECTIVES. THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. WE DO NOT WARRANT AS THE ACCESSIBILITY OR FUNCTIONALITY OF THE SERVICES. 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 SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES. WE ARE NOT LIABLE FOR FAILURE OR DELAY IN PERFORMANCE TO THE EXTENT IT IS CAUSED BY CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL.

15 PERSONAL DATA

15.1 In this clause 15, 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.

15.2 With regard to the personal data being processed in relation to the 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.

15.3 The Syndicated Data 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 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/privacy.

15.4 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.

16 AI TECHNOLOGIES

16.1 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. We reserve the right to grant or deny consent for your export or transfer at our sole discretion.

16.2 You acknowledge and agree that some features of our GWI Platform utilise AI Technologies (**AI Features**), to which you may submit data or other inputs to (**AI Inputs**) and from which you may receive outputs (**AI Outputs**).

16.3 The AI Features are not designed or intended to be used with personal data, Confidential Information or any other commercially sensitive data (**Excluded AI Data**) and you undertake not to provide any AI Inputs which contain Excluded AI Data.

16.4 We may use any AI Inputs and AI Outputs to train or otherwise improve the AI Features, but only if such AI Inputs and AI Outputs do not include Excluded AI Data.

16.5 Except for our express rights in this Agreement, you retain all intellectual property and other rights in the AI Inputs.

16.6 We own all intellectual property and other rights in the AI Outputs. We authorised you to use the AI Outputs subject to the terms of this Agreement.

17 CONFIDENTIALITY

17.1 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 17, 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.

17.2 The restriction in clause 17.1 does not apply to:

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

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

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

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

17.4 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.

17.5 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.

17.6 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.

18 NOTICES

18.1 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 in the Order Form (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 billing address for legal notices and formal communications shall remain as originally specified in the Agreement.

19 ANTI BRIBERY AND MODERN SLAVERY

19.1 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.

19.2 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.

20 FORCE MAJEURE

20.1 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**).

20.2 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.

21 GENERAL

21.1 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.

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

21.3 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.

21.4 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.

21.5 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 Form is Trendstream Limited (or (i) you access the Services via a Partner; or (ii) there is no Order Form 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 Form is GlobalWebIndex Inc (or (i) you access the Services via a Partner; or (ii) there is no Order Form 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, 3, 4, 5, 6, 9, 13, 14, 16, 17 and 21.

21.6 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.

END