MAIN TERMS AND CONDITIONS

Last updated on: 19 June 2023

These terms were effective between 19th June 2023 and 1st February 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 or "Agreement"**) and the applicable Order Form together with its appendices.

1.2 Defined terms shall have the meaning set out below, in the T&Cs and in the Order Form.

Authorised Users: your employees who have been expressly referred to in the Order Form;

Custom Work: any custom services that we provide to you, including, but not limited to, Projects, Custom Studies and Analyst Support;

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: any information, data, statistics, reports or content which is accessed or provided in relation to the Services and shall include Subscribed Data, Generated Data and content on our Site (but which excludes any data or information provided by you for the purposes of this Agreement);

Data Protection Legislation: means (i) the Data Protection Act 2018: (ii) The General Data Protection Regulation (EU) 2016/679 (**GDPR**); (iii) the California Consumer Privacy Act 2018 (**CCPA**); and (iv) any other data protection legislation applicable to the Services;

Fees: the rates and fees payable by you as set out in the Order Form and subject to clause 5**;**

Generated Data: data collected in accordance with any Custom Work;

GWI API: our API that enables you to build your own applications using the Subscribed Data in accordance with clause 4;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill, designs,

database rights, rights to use and all other intellectual property rights, whether registered or unregistered which subsist or may subsist in any part of the world;

PRO Platform: our proprietary online tool, which provides access to the Subscribed Data;

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

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

Project Completion Date: means the date of completion of a Project;

Report: the relevant reports based on the Generated Data;

Output: the output from your use of the Generated Data;

Order Form: means the order form 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 of the services provided to you under the Agreement including access to the PRO Platform, access and use of the Data, Custom Work, the Enterprise License, the GWI API and any other related services, to the extent such are specified on the Order Form (and if you access our Services through a Partner, the relevant services notified to us by the Partner);

Site: www.gwi.com;

Subscribed Data: any collected information, data, statistics, report or content for the Project and/or the Services which can be accessed via the PRO Platform or provided in exports for third party platforms during the Subscription Period;

Subscription Period: means the term of this Agreement referred to in clause 6.2;

you or your: the party entering into the Order Form, and where the context so requires, includes the Authorised Users.

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.4 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

1.5 If there is any conflict or inconsistency between the Order Form and the T&Cs, the Order Form shall prevail.

2 ENTERPRISE LICENSE

2.1 This clause 2 shall apply where the Order Form includes the provision of an Enterprise License as a Product Category or where you otherwise access the PRO Platform for the Services.

2.2 Subject to the terms of this Agreement and in consideration of your payment of the Fees, you and the Authorised Users in the Location are granted a non-exclusive, non-transferable, non-sublicensable license to use the PRO Platform to access the Subscribed Data during the Subscription Period.

2.3 You and the Authorised Users may only use the Subscribed Data:

(a) for your own internal business purposes and/or for the purpose of supplying advertising or marketing services to your clients (to the extent such services are part of your usual business activities), you may also analyse the Subscribed Data for such clients or for your own internal purposes, provided always that the use or analysis of the Subscribed Data shall not be for the benefit of any other third party without our prior written approval;

(b) 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 Subscribed Data quoted or referred to:

i. 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

ii. is used by you only in the year which the Subscribed Data is published, provided that, in each case, you may only use the Subscribed Data in a managed environment (for example dashboards or campaign reporting software) and under no circumstances may you or the Authorised Users publish any of the Subscribed Data online or otherwise make the Subscribed Data available to the public (for example in client bulletins or blog posts) without our prior written agreement. Any such publication shall be deemed a material breach of the Agreement.

2.4 If you and/or any Authorised Users quote from the Subscribed Data at any time as expressly permitted by clause 2.3(b), then the following accreditation (or such other notice or accreditation as we may reasonably notify to you from time to time) must appear in all copies of materials featuring such Subscribed Data: "*GWI Wave [data set, quarter number and year]*'.

2.5 If you and/or any Authorised Users disclose the Subscribed Data at any time as expressly permitted by this Agreement, you shall notify the recipient of the T&Cs relating to the use of the Subscribed Data and shall procure that the recipient complies with the T&Cs. In any event, you shall remain primarily liable for all use of the Subscribed Data by the relevant recipient.

2.6 Except as expressly permitted by this Agreement or otherwise agreed with us in writing, you and the Authorised Users are not permitted to:

(a) copy, modify, duplicate, frame, mirror, download, display, transmit or distribute the Subscribed Data, in whole or in part, by any form of media, means or process;

(b) provide, disclose, license, lease, assign, supply, copy, distribute or commercially exploit the Subscribed Data in whole or in part to any third party;

(c) provide, disclose, supply, copy, distribute or sell tables, reports or presentations or any other materials using or containing the Subscribed Data to any third party;

(d) provide, disclose, supply, copy, distribute or sell raw Subscribed Data output from any analysis software (including cross-tabs, analysis and target profiles) to any third party via any means including, without limitation, e-mail, fax or hard copy;

(e) assist any third parties in obtaining access to the Subscribed Data;

(f) refer to or present the Subscribed Data in whole or in part as your own research, and/or provide, supply or sell consultancy services based solely on analysis of the Subscribed Data without our prior written permission; or

(g) use the Subscribed Data (whether provided in software form or otherwise) in association with or by reference to any other database (in software form or otherwise) for the purpose of merger or fusion of the Subscribed Data with such other databases, without our prior written consent.

2.7 We shall use commercially reasonable endeavours to make access to the PRO Platform and Subscribed Data continuously available 24 hours a day, seven days a week during the Subscription Period, save for when we are conducting routine maintenance (where we aim to give you not less than 6 UK business hours' notice in advance) or for emergency maintenance (which may be undertaken without prior notice).

2.8 NOTWITHSTANDING THE FOREGOING, WE DO NOT WARRANT THAT THE PROVISION OF THE PRO PLATFORM, SUBSCRIBED DATA OR ANY PART OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE; NOR THAT THE SUBSCRIBED DATA WILL BE SUITABLE TO MEET YOUR INTENDED OBJECTIVES. THE SUBSCRIBED DATA AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE PRO PLATFORM ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE.

2.9 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 PRO 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.

2.10 You and your Authorised Users shall only use the PRO Platform in a fair and reasonable way and we shall be entitled to suspend your access to the PRO Platform if we determine in our sole reasonable discretion that your use of the PRO Platform is

materially and adversely affecting the performance, functionality or value of the PRO Platform and/or Subscribed Data.

2.11 We shall be entitled at any time to vary or amend or modify the specification used in compilation of the Subscribed 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.

2.12 We will use device tracking technology to verify yours and the Authorised Users' compliance with this Agreement when using the PRO Platform and/or accessing the Subscribed Data. The device tracking information used by us will monitor certain information relating to Authorised Users and their devices, such as IP address and/or other information provided by their devices (including, without limitation, operating system, location, device identifier, screen resolution, battery level information and browser choice).

3 CUSTOM WORK

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

3.2 Subject to the terms of this Agreement and in consideration of your payment of the Fees, we shall undertake the Custom Work on your behalf and grant you and your Authorised Users a non-exclusive, non-transferable, non-sublicensable license to access and use the Generated Data, Report and the Output, which shall be made available through the PRO Platform during the Subscription Period.

3.3 You and the Authorised Users may only use the Generated Data for your own internal business purposes and/or for the purpose of supplying advertising or marketing services to your clients (to the extent such services are part of your usual business activities), you may also analyse the Generated Data for such clients or for your own internal purposes, provided always that the use or analysis of the Subscribed Data shall not be for the benefit of any other third party without our prior written approval.

3.4 Except as expressly permitted by this Agreement or otherwise agreed with us in writing, neither you nor the Authorised Users are entitled to sell, transfer, assign, or license any of the Generated Data, Reports or Output to any third party, or undertake a joint promotion using the Generated Data or the content of the Reports or Output with a third party. You must ensure that any external publication of the Generated Data or any content from Reports or any Output is accompanied by an appropriate credit or acknowledgement referring to us (such credit or acknowledgment shall be prior approved by us).

3.5 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.

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

(a) 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;

(b) 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;

(c) for any losses suffered by you or any Authorised User due to its or their reliance on or use of the Generated Data, the Reports or the Output. 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 3.6.

3.7 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 costs 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 costs (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 costs have been reasonably agreed by the parties.

4 GWI API

4.1 This clause 4 shall only apply where the Order Form includes the provision of the GWI API.

4.2 You shall only access the GWI API using OAuth or an API key. If your Authorised Users build applications using the Subscribed Data (**Applications**), they must have the option to log in via OAuth or using their API key.

4.3 You will follow and comply (and procure that your Authorised Users follow and comply) with all documentation and instructions we may provide to you or your Authorised Users from time to time in relation to use of the GWI API (**Instructions**) and you will not (and will procure that your Authorised Users will not) use the GWI API

to change the way that any of the Services function. We may deny you and your Authorised Users access to the GWI API (and/or the Applications) if you act in breach of any of the Instructions.

4.4 If and to the extent you own any Intellectual Property Rights in the GWI API, or we own any Intellectual Property Rights in the Applications, each of us hereby assigns to the other with full title guarantee and free from all third party rights, all such Intellectual Property Rights and other related rights now existing and hereafter to be created of whatsoever nature and howsoever arising (including by way of a present assignment of future rights).

4.5 TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE PROVIDE THE GWI API AS-IS. WE DO NOT PROVIDE WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5 FEES

5.1 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 Value Added Tax and any other local government taxes where applicable.

5.2 Fees for 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 and any Partner (as applicable) reserve the right to increase fees for Renewal Periods by providing you with written notice not less than 60 days prior to the relevant renewal date.

5.3 In the event that the Fees are paid by an entity incorporated in the United States, you shall promptly pay or reimburse us or our Partner (as applicable) for US Sales and Use Taxes (**Transaction Taxes**) that we or our Partner are required to collect on transactions with you under this Agreement. It being understood by you that this obligation is without prejudice to any statutory obligation that either party may owe to a taxing authority. In the event that we or our Partner are subject to audit by any taxing authority and it has not collected Transaction Taxes from you, you shall promptly provide us or our Partner (as applicable) with documentary evidence that you have paid the Transaction Taxes to the relevant taxing authority. You authorise us or our Partner (as applicable) to share such documentary evidence with the relevant taxing authorities.

6 TERM

6.1 Subject to clause 6.2 below, this Agreement will commence on the start date set out in the Order Form and shall continue for the duration of the subscription period set out in the Order Form ("Initial Subscription Period"), unless otherwise terminated in accordance with this Agreement or the Order Form. Following the Initial Subscription Period, the Agreement shall automatically renew for consecutive 12-month periods (Renewal Period) unless stated otherwise in the Order Form or you notify us or your Partner (as applicable) in writing, no less than 30 days prior to the applicable renewal date of your intention not to renew.

6.2 Where the Order Form is in respect of Custom Work only, the Subscription Period for Custom Work shall commence no later than the Project Completion Date and shall continue for 3 months following the Project Completion Date.

7 TERMINATION

7.1 We may terminate all or part of our Agreement with you upon giving you written notice in the event:

(a) 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 14 days after being notified in writing to make such payment;

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

(c) at any time upon 30 days prior written notice, subject to clause 7.4.

7.2 Either party may terminate all or part of the Agreement upon

(a) 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;

(b) the other becoming insolvent, unable to pay your debts, ceasing to trade, 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

(c) the other suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of their business

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

7.4 In the event of a termination by you in accordance with clause 7.2 or by us in accordance with clauses 7.1(b)-(c), 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).

7.5 Upon termination of the Agreement:

(a) your license rights will terminate, and you and your Authorised Users must immediately cease all use of the Services;

(b) you will no longer be authorised to access the PRO Platform;

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

(d) all payment obligations accrued prior to termination and any other provision of this Agreement or the Order Form 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.

8 THIRD PARTY SOFTWARE

Unless we require you to use any specified third party software to access the PRO Platform, 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 PRO Platform is subject to our prior written approval. We reserve our right to withdraw our approval at any time and at our reasonable discretion.

9 OUR OBLIGATIONS AND RIGHTS

9.1 We shall respond to customer support requests in a timely manner and shall use commercially reasonable endeavours to respond to all customer support requests within 24 hours of receiving any such request from you.

9.2 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.

9.3 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 or generated under the Agreement.

9.4 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 Data.

9.5 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.

9.6 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.

10 YOUR OBLIGATIONS

10.1 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.

10.2 You and all Authorised Users are responsible for keeping secure any password, user name or other information required for accessing or using the PRO Platform and/or Data 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.

10.3 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.

10.4 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.

10.5 You and the Authorised Users must not misuse our Site or the Services, including by introducing, accessing, storing or distributing any viruses, trojans, worms, logic bombs or other materials which are malicious, technologically harmful, defamatory, infringing or facilitate any illegal activity. You must not attempt to gain unauthorised access to or in any way attack our Site, the PRO Platform or any server, computer or database connected to our Site and/or the Services.

10.6 You are responsible for ensuring that all Authorised Users who access our Services are aware of and comply with the terms of the Agreement.

10.7 You shall maintain a list of current Authorised Users and provide such list to us promptly upon any written request from us.

10.8 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.

10.9 You shall provide us with all necessary co-operation in relation to the Agreement and all necessary access to such information as may be required by us in order to provide the Services. In addition, you shall comply with all reasonable instructions from us in relation to your use of the Services.

10.10 You are responsible for making all arrangements necessary for you and your Authorised Users to have appropriate computer equipment and access to the internet in order to access the Services, including any necessary consents and authorisations from your providers.

10.11 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 rights in any feedback and may 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.

11 FORCE MAJEURE

11.1 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**).

11.2 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.

12 CONFIDENTIALITY

12.1 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 12, 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.

12.2 The restriction in clause 12.1 does not apply to:

(a) any use or disclosure authorised in writing by the Disclosing Party or as required by law;

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

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

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

12.4 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.

12.5 This clause 12 shall survive termination of the Agreement.

12.6 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.

12.7 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.

13 INTELLECTUAL PROPERTY RIGHTS AND CONTENT

13.1 You acknowledge and agree that we own and retain all Intellectual Property Rights, title and interest in the PRO Platform, the Site, GWI API, the Subscribed Data and the Services and nothing in this Agreement shall act to assign any of our Intellectual Property Rights in the same.

13.2 You acknowledge that you shall have no rights in or to the Services, Data or any of our Intellectual Property Rights other than the express rights granted to you in this Agreement.

13.3 You acknowledge that "GWI", "GlobalWebIndex" and "Global Web Index" are trade marks of Trendstream Limited.

13.4 We warrant to you that the PRO Platform, the Generated Data, the Reports and the Output, and their usage by you in accordance with this Agreement, shall not infringe the rights (including the Intellectual Property Rights) of any third party and unless otherwise agreed with you.

13.5 We will not share the Generated Data, the Reports or the Output with anyone else other than you.

14 DISCLAIMER 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 sub-contractors) to you and the Authorised Users in respect of any:

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

(b) use made by you and the Authorised Users of the Services and the Data or any part thereof; and

(c) 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 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may

infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site and/or the Services.

14.4 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 Data 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 Data or other information obtained via the Site or Services.

14.5 We shall have no liability to you or any Authorised User for any damages or loss or claim occasioned as a result of late delivery of any Report, the Data or Service availability.

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

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any liability which cannot be excluded or limited under applicable law.

14.7 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, 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.

14.8 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 connections 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.

14.9 To the fullest extent permitted by law, you are responsible for your use of the Services and the Data. You hereby agree to indemnify and keep indemnified on demand and hold harmless us and our 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 claims relating to your use or misuse of the Services and Data, any breach, non-performance or non-observance of your obligations, warranties, representations and undertakings on your part or on the part of any Authorised User.

14.10 This clause 14 shall survive termination of the Agreement.

15 PERSONAL DATA

15.1 In this clause 15, the following terms shall have the meanings given to them in the GDPR: **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:

(a) comply in all respects with the Data Protection Legislation;

(b) ensure that it has a lawful basis on which to process and share the personal data with the other;

(c) ensure its privacy notice contains sufficient information to enable it to lawfully transfer personal data to the other party.

15.3 Each party shall notify the other without undue delay upon becoming aware of a personal data breach affecting the personal data processed in relation to this Agreement and shall provide the other party with sufficient information to allow it to meet any obligations to report the personal data breach to affected data subjects and/or a supervisory authority under the Data Protection Legislation.

16 APPLICATION OF CCPA

16.1 In this clause 16 the terms **consumer, personal information, sale** and **business** have the meanings given to them in the CCPA.

16.2 This clause 16 shall only apply to the extent that you or an Authorised User are established within California and/or to the extent that we process personal information relating to consumers located in California on your behalf in the course of our business in providing the Services.

16.3 We shall process personal information in compliance with the CCPA and shall:

(a) only use, retain and disclose personal information solely and exclusively for the purposes for which the personal information, or access to it, is provided in the course of providing the Services to you; and

(b) 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.

17 NON-SOLICITATION

During the term of the Agreement and for a period of six months after its termination or expiry, neither you nor any Authorised User shall, without our prior written consent, solicit the business or custom of any of the customers who subscribe to any of our Services with a view to providing goods or services to such customers in competition with our Services.

18 NOTICES

All notices sent by you to us must be sent to Trendstream Limited, Nexus Building, Floor 2, 25 Farringdon Street, London, EC4A 4AB, UK or to the email address Accounts@Trendstream.net (or such other addresses and email addresses 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 and on successful transmission of any email. 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 or that the email was successfully delivered to the email address given. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

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 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.

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 Form is Trendstream Limited (or you access the Services via a Partner 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 you access the Services via a Partner 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.

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. 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