



## Terms & Conditions - Customer

These Terms and Conditions ("Terms") apply between the individual, firm or company named in the Contract (the "Customer" or "you") and Inflo Limited, a limited company formed under the laws of the United Kingdom (the "Supplier", "us" "we" or "our"). These Terms are in addition to the terms and conditions of your customer agreement with Thomson Reuters (the "Customer Agreement"). Your attention is drawn in particular to the provisions of Sections 7.3 and 17.

### 1 Interpretation

1.1 The following capitalized terms used in these Terms have the definitions set forth below, and the following rules of interpretation apply to these Terms.

"Account Manager" means an account manager registered in accordance with Section 2.3;

"Authorized Users" means those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Services, Deliverables and the Documentation, as further described in Section 3;

"Business Day" means a day other than a Saturday, Sunday or public holiday in the U.S. when banks in New York, New York are open for business;

"Confidential Information" means information that is proprietary or confidential and is either clearly labeled as such or identified as proprietary or confidential pursuant to Section 15.5;

"Contract" means, collectively, (1) the Order Form and (2) these Terms;

"Contract Year" means each successive period of 12 months from the Effective Date;

"Control" of an entity means (A) ownership of more than fifty percent (50%) of the capital stock or other ownership interests of such entity or (B) ownership of capital stock or other ownership interests sufficient to cause the election of a majority of the board of directors or similar body of such entity, and the expression "change of control" shall be construed accordingly;

"Customer Content" means all materials created by you or your Authorized Users, or on your behalf, uploaded to the Software including templates, question banks and other documents, but excluding any such content created by you as a modification or alteration to any of the Deliverables and excluding the Customer Input Data;

"Customer Input Data" means the data inputted by you, Authorized Users, or by us on your behalf for the purpose of using the Services or facilitating your use of the Services, including any data uploaded by you which relates to an End Client;

"Data" means Customer Input Data and End Client Input Data;

"Data Controller, Processing and Processor" means that defined in Article 4 of Regulation (EU) 2016/679);

"Data Protection Legislation" means all applicable data protection, privacy and electronic marketing legislation in force from time to time during the Contract Term, including (but not limited to) the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation (EU) 2016/679 (GDPR), and any codes of practice relating to the same;

"Data Subject" means an identified or identifiable natural person, defined in Article 4 of Regulation (EU) 2016/679);

"Deliverables" means any reports, analyses, statistics, templates, benchmarking reports and data reviews provided by us as part of the Services, as described in the Documentation;

"Documentation" means the document made available to you through the Platform which sets out a description of the Services and the user instructions for the Services;

"Effective Date" has the meaning set forth in Section 2.2.

"End Client" means the end user client of the Customer, with respect to each Inflo Room;

"End Client Input Data" means all data input directly by an End Client;

"End Client User Agreement" means the terms and conditions entered into between us and each End Client with respect to their use of the Software;

"Feedback" shall have the meaning set forth in condition 13.5;

"Fees" means the fees payable by the Customer to the Supplier or Thomson Reuters (as applicable), as set out in the Order Form, subject to amendment or addition in accordance with these Terms and including the Subscription Fees;

"Inflo Credit" means a unit recognized by the Software that represents usage of Inflo Rooms and Software Modules. The number of Inflo Credits allocated is set out within your Order Form;

"Inflo Room" means each new instance of a Software Module created and/or used by you;

"Initial Subscription Term" means the initial term of the Contract as set out in the Order Form;

"Order Form" means the written proposal agreed between the Supplier and the Customer describing the Services, or the written order form agreed between Thomson Reuters and the Customer describing the Services, as applicable;

"Platform" means the website at <https://us.inflosoftware.com>, or such other website address through which the Software, Services, Deliverables and Documentation are made available and of which you may be notified from time to time;

"Renewal Period" means the period described in Section 18.1;

"Services" means all pilot programs and/or the subscription services provided by us to you via the Platform, as more particularly described in the Documentation;

"Software" means the Inflo software application provided by us remotely as part of the Services;

"Software Modules" means the Inflo modules available via the Software, as described in the Documentation, selected by the Authorized User to be used in respect of each particular Inflo Room;

"Subscription Fees" means to the extent that the Customer is operating on a subscription basis, the fee payable by the Customer for an annual or monthly subscription, as set out in the Order Form and subject to adjustment pursuant to these Terms;

"Subscription Term" means the Initial Subscription Term together with any subsequent Renewal Periods;

"Trademarks" means our registered trademarks, trademark applications and unregistered trademarks and logos, as included on any Deliverables from time to time;

"User Subscriptions" means the user subscriptions created by you in accordance with these Terms, which entitle Authorized Users to access and use the Services, Deliverables and the Documentation in accordance with these Terms;

"Virus" means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise or encrypting or transmitting the data); or adversely affect the user experience or adversely affect the user, including worms, Trojan horses, viruses, malware, spyware and other similar things or devices.

1.2 Section headings shall not affect the interpretation of these Terms.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal existence) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other corporate entity, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.6 Any words following the term "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative only and shall not limit the sense of the words, description, phrase or term preceding those terms.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force on the date of the Contract and shall include all subordinate legislation made on the date of the Contract under that statute or statutory provision.
- 1.8 For the purposes of Section 19.2 and otherwise, any reference to "writing" or "written" excludes both faxes and e-mail.

## 2 Order Forms

2.1 The Order Form will be agreed upon in the following manner:

- 2.1.1 We or Thomson Reuters will provide you with a draft Order Form, specifying the Software and Services to be provided, the number of Inflo Credits this equates to an estimate of our Fees with respect to Services set out in the Order Form, and any applicable estimated dates and/or timetable; and
  - 2.1.2 The applicable parties will discuss the Order Form and when they have reached mutual agreement, we or Thomson Reuters will prepare a final version.
  - 2.1.3 You will sign or otherwise accept and agree to be bound to the final version of the Order Form and return it to us or Thomson Reuters, as applicable.
- 2.2 The Contract will become effective on the date when the Order Form is accepted by you and us or by you and Thomson Reuters (as applicable), or on such other date as may be set forth in the Order Form (the "Effective Date").
- 2.3 On creation of your account, you will be asked to provide details of your first Authorized User, who shall be automatically assigned as your Account Manager. You may from time to time, by notice to us in writing, replace the Account Manager by another Authorized User. We may from time to time agree that you can have more than one Account Manager, in which circumstances each Account Manager shall have authority for designated users, areas or offices as set by us within the Software. These Terms apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are or may be implied by trade, custom, practice or course of dealing. You warrant that the person who signs the Order Form has authority to enter into that Order Form on your behalf.

## 3 User subscriptions

- 3.1 Subject to your payment of all Fees due under these Terms, and subject to the restrictions set out in this Section 3 and the other terms and conditions of the Contract, we hereby grant you a non-exclusive, non-transferable right to permit the Authorized Users to use the Services, the Documentation and the Deliverables during the Subscription Term solely for your internal business operations, specifically for the provision of services to End Clients using Inflo Rooms.
- 3.2 In relation to the Authorized Users:
- 3.2.1 you shall only allow the named Authorized Users to access and use the Services, Deliverables and the Documentation;
  - 3.2.2 you shall not allow any individual other than the named Authorized User to use any User Subscription;
  - 3.2.3 you will not allow or subject any User Subscription to be used by more than one individual Authorized User;
  - 3.2.4 you will ensure that each Authorized User shall keep a secure password for his or her use of the Services, Deliverables and Documentation and that each Authorized User shall keep his or her password confidential;
  - 3.2.5 you are responsible for all use of the Services under Authorized Users' login accounts, regardless of whether the use is with your or their permission;
  - 3.2.6 you shall permit us to audit the Services in order to establish the number of Inflo Rooms being used and other use of the Services and Deliverables, such right shall be exercised with reasonable prior notice and in such a manner as not to substantially interfere with your normal conduct of business;
  - 3.2.7 you acknowledge that we will be able to view a record of the Authorized Users you have set up and all Data;

3.2.8 if any of the audits referred to in Section 3.2.6 reveal that you have underpaid Fees by using Inflo Credits in excess of the agreed amount per the Order Form (for example by using data which should require multiple Inflo Rooms into a single or reduced number of Inflo Rooms), then without prejudice to our other rights, you shall pay us, within 5 Business Days of the date of the relevant audit, an amount equal to the price per Inflo Credit used in excess of the agreed amount at the rates within the Order Form in force at the time of the relevant audit.

3.3 You will not transmit any Viruses to or via the Platform or access, store, or distribute or any other material on or through the Platform that:

3.3.1 is or may be unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

3.3.2 facilitates illegal activity;

3.3.3 depicts sexually explicit images;

3.3.4 promotes unlawful violence;

3.3.5 is fraudulent, in breach of regulatory requirements and applicable laws;

3.3.6 is discriminatory based on any protected characteristic including race, gender, color, religious belief, sexual orientation, disability; or

3.3.7 is in a manner otherwise illegal or causes damage or injury to any person or property; and

3.3.8 we reserve the right, without liability or prejudice to our other rights, to disable your access to any material that breaches any provision of this section.

3.4 You shall not:

3.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

3.4.1.1 and except to the extent expressly permitted under these Terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation and/or Deliverables (as applicable) in any form or media or by any means; or

3.4.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

3.4.1.3 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation or has substantially similar functionality to the Services and/or Documentation whether for commercial purposes or for your own internal use; or

3.4.1.4 use the Services, Documentation and/or Deliverables to provide services to any third parties which are not End Clients under an Inflo Room; or

3.4.1.5 subject to Section 19.7, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Documentation or Deliverables available to any third party except the Authorized Users, or

3.4.1.6 attempt to obtain, or assist third parties in obtaining, access to the Services, Documentation and/or Deliverables, other than as provided under this Section 3; and

3.4.1.7 you shall use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify us.

3.5 The rights provided under this Section 3 are granted to you only, and shall not be considered granted to any of your subsidiaries or holding companies.

4 Additional user subscriptions

4.1 Subject to Section 4.2, you may, from time to time during any Subscription Term, add additional User Subscriptions at your discretion, and we shall grant access to the Services, Deliverables and the Documentation to such additional Authorized Users in accordance with the provisions of these Terms.

4.2 Additional User Subscriptions may be added from time to time by notifying us through a request through the Platform.

## 5 Services

- 5.1 We shall, during the Subscription Term, provide the Services and make available the Documentation and Deliverables to you on and subject to these Terms.
- 5.2 We will use commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for maintenance, which will happen from time to time, as described on the Platform.

## 6 Support and Training

- 6.1 Thomson Reuters will, as part of the Services provide you with customer support services in accordance with your Customer Agreement.
- 6.2 Except for the standard customer support offered by Thomson Reuters pursuant to Section 6.1, we or Thomson Reuters will not provide any further support or training to you, unless set out in the Order Form or Customer Agreement. If you request any training which is not set out in the Order Form or Customer Agreement (for example classroom based training on site), we or Thomson Reuters will provide you with a quote for those additional services.

## 7 Info Room Request Process

- 7.1 Each Authorized User shall be entitled from time to time to create a new Info Room using the Software.
- 7.2 On creation of a new Info Room, the Authorized User will be required to select the Software Modules which are to be used with respect to that Info Room.
- 7.3 From the point at which an Authorized User creates a new Info Room for an End Client within the Software or adds a Software Module into an Info Room, this will create an irrevocable (subject to Section 7.5) instruction on your part for the provision of the Services with respect to that Info Room and consumption of Info Credits in accordance with the terms of the Info Room created, or Software Modules added by the Authorized User. You therefore warrant and represent to us that each Authorized User is authorized by you to create and pay for these irrevocable instructions on your behalf (where you are on a subscription model, "pay" means that an Info Credit will be deducted in respect of each relevant Software Module in respect of this Info Room). You also expressly agree that unless we otherwise agree in writing, once an Authorized User has created a new Info Room or added a Software Module into an Info Room within the Software, you will have no ability to identify and correct any input errors. You are responsible for ensuring that all information is correct and error free before your Authorized User creates the new Info Room or adds a new Software Module within the Software.
- 7.4 Once a new Info Room has been created by an Authorized User pursuant to Section 7.3, Info Credits will be deducted with respect to such Info Room, in accordance with Section 12, regardless of the date on which you will start to use the Services with respect to that Info Room.
- 7.5 The use of an Info Room to obtain End Client Input Data will, in each case, be subject to the End Client having entered into the End Client User Agreement with us, and that agreement remaining in force at all times during which you are providing services to the End Client which relate to the relevant Info Room. In the event that an End Client does not enter into an End Client User Agreement, the Software will be unable to receive End Client Input Data. The Services cannot be applied with respect to any services which you are providing for that End Client for which a Software Module reliant upon End Client Input Data is to be used, and no Info Credit will be deducted. We will cancel the request for Software Modules in that Info Room which are reliant on End Client Input Data and reinstate any Info Credit deducted from your Subscription Fees. In all other cases, the Info Credit used is non-refundable. In the event that the End Client User Agreement is terminated during your use of the Info Room in question then we will not restore any Info Credit used from your Subscription Fees.
- 7.6 Where an End Client is not already a user of the Software, you will be required to provide such information on that End Client as is required to for the provision of the Services, including the contact email address for that End Client, in order for us to contact the End Client directly so as to create a profile for that End Client and ensure execution of the End Client User Agreement.

## 8 Data

- 8.1 You shall own all rights, title and interest in and to all of the Customer Input Data.
- 8.2 You have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Input Data.

- 8.3 You hereby grant to us a perpetual, non-exclusive, royalty free, transferable, irrevocable worldwide, sub-licensable license to host the Customer Input Data and use it to provide the Services and Deliverables; to access, view and manipulate the Customer Input Data and use the Customer Input Data for the purpose of providing other users of the Software or any other third parties including but not limited to Thomson Reuters, whether on commercial or non-commercial terms, with anonymized data derived from the Customer Input Data, for the purpose of creation by us or by that third party of reports, benchmarking information, and other analyses based on such anonymized data. References to "Customer Input Data" in this Section 8.3 include any intellectual property rights in or related to the Customer Input Data.
- 8.4 We will obtain all necessary consents and permissions that we need from the End Client with respect to the End Client Input Data. However, you shall ensure that you have all necessary consents and permissions from the End Client and any other third parties with respect to any Customer Input Data, in so far as to procure the ability for us to use that Customer Input Data in accordance with these Terms and you shall defend, indemnify and hold us harmless against all claims, actions, proceedings, losses, fines, damages, expenses and costs (including all court costs and legal fees) arising out of or in connection with your failure to obtain any such third party consents.
- 8.5 We will follow our back-up procedures for Data as set out in our Back-Up Policy available via the Platform, as the same may be amended by us in our sole but reasonable discretion from time to time. In the event of any loss or damage to Customer Input Data, your sole and exclusive remedy shall be for us to use reasonable commercial efforts to restore the lost or damaged Customer Input Data from the latest back-up of such Customer Input Data maintained by us in accordance with the back-up procedure described in our Back-Up Policy. We shall not be responsible for any loss, destruction, alteration or disclosure of Customer Input Data caused by any third party (except those third parties sub-contracted by us to perform services related to Customer Input Data maintenance and back-up). You should always retain a copy of the Customer Input Data and Customer Content you upload to the Platform and advise your End Clients to retain a copy of their End Client Input Data.
- 8.6 We shall, in providing the Services, comply with our Privacy and Security Policy relating to the privacy and security of the Data available via the Platform as such document may be amended from time to time by us in our sole discretion.
- 8.7 If we process any Personal Data as part of the Customer Input Data on your behalf when performing our obligations under the Contract, we each hereby record our intention that you shall be the Data Controller and we shall be a Data Processor. The parties agree to comply with their respective obligations under the Data Protection Legislation. This clause is in addition to, and does not relieve, remove, or replace, a party's obligations under Data Protection Legislation. Furthermore:
- 8.7.1 we shall only process such Personal Data as part of the Customer Input Data as is strictly necessary to provide the Services in accordance with the Contract, the instructions created on your part as described in clause 7.3, or in accordance with your express written instructions from time to time, and shall not process this Personal Data for any other purposes;
  - 8.7.2 you shall ensure that you are entitled to transfer the relevant Personal Data to us so that we may lawfully use, process and transfer the Personal Data in accordance with the Contract on your behalf;
  - 8.7.3 you shall ensure that the relevant third parties and Data Subjects, including the End Client, have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable Data Protection Legislation, as well as their rights under the same;
  - 8.7.4 you hereby give us prior written authorization to the appointment of a third party subprocessor to process Personal Data within data centers owned and managed by the subprocessor. We shall inform you of any intended changes concerning the addition or replacement of sub-processors within this subprocessor category ("hosted data center providers"). We shall not appoint a sub-processor without your consent and in the event that you provide such consent we will ensure that sub-processor is bound by the terms of this clause 8.7 as it applies to us hereunder;
  - 8.7.5 we shall not transfer Personal Data outside the United States without your prior written consent;
  - 8.7.6 we shall provide reasonable assistance to you in complying with your obligations under Data Protection Legislation in respect of Personal Data, including assisting you in complying with a Data Subject's right to access, deletion and portability;
  - 8.7.7 we shall promptly comply with any request from you requiring us to access, amend, transfer or delete Personal Data in our possession;

- 8.7.8 in the event that we receive any complaint, notice or communication (from either a data protection regulator or a Data Subject) which relates directly or indirectly to the processing of Personal Data or to either party's compliance with Data Protection Legislation, we shall notify you without undue delay and we shall provide you and the regulator (if applicable) with full co-operation and assistance in relation to any such complaint, notice or communication;
- 8.7.9 we shall not disclose Personal Data to any Data Subject or to a third party other than at your request, or if we reasonably believe that disclosure is necessary to protect our company's rights and/or to comply with a judicial proceeding, court order or legal process;
- 8.7.10 we shall notify you without undue delay upon becoming aware of any unauthorized or unlawful processing, loss of, damage to or destruction of any Personal Data;
- 8.7.11 we shall comply with any reasonable codes of practice or policies of yours relating to Personal Data, as notified to us from time-to-time;
- 8.7.12 we shall maintain records of processing carried out in respect of Personal Data;
- 8.7.13 we shall both take appropriate technical and organizational measures against unauthorized or unlawful processing of the Personal Data or its accidental loss, destruction or damage. Such measures shall include:
  - (a) the pseudonymization and/or encryption of Personal Data;
  - (b) measures to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - (c) ensuring that all individuals, parties, employees or other persons / entities with access to Personal Data are bound by industry standard confidentiality obligations which include keeping such Personal Data confidential;
  - (d) measures to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
  - (e) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing; and
  - (f) conducting data protection impact assessments for system development activities as required.
- 8.7.14 subject to the requirements of commercial and data confidentiality, we will make available to the Data Controller such information as is reasonably required to demonstrate compliance with this Clause and Data Protection Legislation.

8.8 We will store all Data for a period of seven (7) years from the point in time at which an Inflo Room is archived, except under the circumstances outlined in Term 18.3.2.3. You acknowledge that any request for copies of Data following archiving of the Inflo Room will result in us requiring to access archive data storage facilities, and will result in a charge of \$500 (plus applicable tax) per Inflo Room. This excludes reasonable Data Subject access requests relating to archived Personal Data.

9 Conflicts. In the event of a conflict between these Terms, and your Customer Agreement, these Terms will control with respect to the Services and otherwise as between us and you. In the event of a conflict between these Terms and an Order Form, the Order Form will control with respect to the Subscription Term and Fees.

## 10 Our obligations

10.1 We undertake that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

10.2 The undertaking under Section 10.1 shall not apply to the extent of any non-conformance which is caused by use of the Platform contrary to our instructions, or modification or alteration of the Services by any party other than us or our duly authorized contractors or agents. If the Services do not conform to the foregoing undertaking, we will, at our expense, use reasonable commercial efforts to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance, or in the event that we are unable to do so, you may terminate the relevant Inflo Room(s) affected by such non-conformance under the Contract (but not the Contract as a whole). In addition, in the event of your termination of such Inflo Room(s) for a breach of the undertaking set out in condition 10.1, we shall return to you within thirty (30) days of such termination a prorated refund of any fees you have paid to us pursuant to the Contract solely with respect to fees applicable to such Inflo Room for periods of time following such termination and, for the avoidance of doubt, not for any fees applicable to any other Inflo Rooms or any Inflo Rooms which have been completed prior to such termination. Such correction, or termination of Inflo Room(s), and receipt of prorated fees in

the event of such a termination of Info Room(s), constitute your sole and exclusive remedies for any breach of the undertaking set out in Section 10.1. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in Section 10.1. Notwithstanding the foregoing, we:

- 10.2.1 do not warrant that your use of the Services will be uninterrupted or error-free, or that the Services, Documentation, Deliverables and/or the information obtained by you through the Services and the Deliverables will meet your requirements; and
  - 10.2.2 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 Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.3 The Contract shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.
- 10.4 The Supplier shall be entitled at its sole discretion to reference its relationship with the Customer on its websites and marketing literature, to issue press releases, comments and testimonials regarding the Contract and its relationship with the Customer, and for these purposes the Customer grants Info a perpetual license to use the Customer's logo. The Customer shall also be entitled to refer to its relationship with the Supplier, provided that any press releases, testimonials or comments are reviewed and agreed in advance by the Supplier.

## 11 Your obligations

### 11.1 You will:

- 11.1.1 provide us with all necessary access to such information as may be required by us in order to provide the Services, including Customer Input Data and names and details of those to be set up as Authorized Users;
  - 11.1.2 comply with all applicable laws, regulations and all relevant regulatory and professional service standards with respect to your activities under the Contract and your services being delivered to End Clients;
  - 11.1.3 carry out all other responsibilities set out in these Terms in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, we may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - 11.1.4 ensure that the Authorized Users use the Services, Deliverables and the Documentation in accordance with these Terms and you shall be responsible for any Authorized User's breach of these Terms;
  - 11.1.5 obtain and maintain all necessary licenses, consents, and permissions necessary for us, our contractors and agents to perform our and their obligations under these Terms, including without limitation the Services;
  - 11.1.6 be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centers, and for any and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
  - 11.1.7 provide us from time to time with such details as we request in regard to your processes and methodologies, testing approaches and sampling calculations used by you to perform your services to End Clients; and
  - 11.1.8 notify us with immediate effect prior to you making any changes to your processes, methodologies, testing approaches and sampling calculations.
- 11.2 You must use the latest version of the Software and accept all updates to the Software. We do not customize the Software to specific customers. In the event that we carry out any customization, this will be subject to a separate contract between the parties.

12 Charges and payment. You will pay the Fees to Thomson Reuters in accordance with your Customer Agreement, and the Order Form.

### 13 Proprietary rights

- 13.1 Except to the extent the following contain Customer Data or Customer Content, with respect to which the provisions of Sections 8.3 and 13.4 shall apply, you acknowledge and agree that we and/or our licensors own all intellectual property rights in the Services, the Documentation and the Deliverables. Except as expressly stated herein, these Terms do not grant you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses with respect to the Services, the Documentation or the Deliverables.
- 13.2 We confirm that we have all the rights in relation to the Services and the Documentation and the Deliverables that are necessary to grant all the rights we purport to grant under, and in accordance with, these Terms.
- 13.3 Your license under Section 3.1 is not exclusive. We may perform services for your competitors or for other parties whose interests may conflict with yours. We will comply with our obligations under Section 15 (Confidentiality).
- 13.4 You hereby grant to us a perpetual, non-exclusive, royalty free, transferable, irrevocable worldwide, sub-licensable license with respect to all intellectual Property Rights in the Customer Content, and in any modifications you make to any Deliverables provided by us to you, from the point at which such materials are uploaded to the Platform, to allow us to use the Customer Content for the provision of goods and services by us to third parties, in such manner as we see fit including for the purpose of creation by us or by that third party of reports, benchmarking information, and other analyses based on the anonymized Customer Input Data.
- 13.5 To the extent that the Customer provides the Supplier with any suggestions or feedback regarding the Services ("Feedback") the Customer hereby grants to the Supplier a perpetual, non-exclusive, royalty free, transferable, worldwide, sub-licensable license to copy, use and modify such Feedback and to make, have made, use, import, offer to sell and sell products and services incorporating the Feedback.

### 14 Deliverables

- 14.1 We may from time to time and as part of the Services described, provide you with Deliverables. You acknowledge that all Deliverables created are based on the Data, and the Deliverables which we produce will accurately reflect the Data. However, we accept no responsibility for checking the accuracy or completeness of the Data itself, and therefore the factual accuracy of the Deliverables. Where we agree to provide validation checks or reconciliations as part of the Services, these will only be provided against the Data, with respect to which we are not responsible for the validity, accuracy or completeness.
- 14.2 You are responsible for checking and ensuring the validity, factual accuracy and completeness of all Data and for liaising with the End Client and Authorized Users as required.
- 14.3 We hereby grant you a limited, non-exclusive, non-transferable, irrevocable license to use the Deliverables in accordance with these Terms solely for your own internal business purposes, including for the provision of services to an End Client during the term of the Contract. Nothing in the Contract shall give you any rights to use the Deliverables for the provision of services or for your own internal purposes following termination or expiration of the Contract, provided that you shall be entitled to retain a copy of the Deliverables for your own retention purposes.
- 14.4 You acknowledge that you will not gain any right, title or interest in any Trademarks or associated goodwill, which shall accrue automatically to us. All goodwill arising in relation to the use of the Trademarks shall accrue to us. Upon request, you shall execute all documents requested by us in order to effectuate the foregoing.
- 14.5 You shall ensure that all relevant Trademarks and acknowledgements of our rights in and to the Trademarks and authorship of the Deliverables are not removed from any of the Deliverables.

### 15 Confidentiality

- 15.1 Each of us ("recipient") may be given access to Confidential Information from the other ("discloser") in order to perform our obligations under the Contract. Notwithstanding anything to the contrary in the foregoing, a party's Confidential Information shall not be deemed to include information that:
- 15.1.1 is or becomes publicly known other than through any act or omission of the recipient;
  - 15.1.2 was in the recipient's lawful possession before the disclosure;

- 15.1.3 is lawfully disclosed to the recipient by a third party without restriction on disclosure;
  - 15.1.4 is independently developed by the recipient, which independent development can be shown by written evidence; or
  - 15.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 15.2 Except where use and disclosure is otherwise permitted in accordance with these Terms:
- 15.2.1 the recipient shall hold the discloser's Confidential Information in confidence and, unless required by law or required or permitted by the Contract, not make the discloser's Confidential Information available to any third party, or use the discloser's Confidential Information for any purpose other than the implementation of the Contract; and
  - 15.2.2 the recipient shall take all reasonable steps to ensure that the discloser's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these Terms.
- 15.3 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 15.4 In the event that a recipient is required to disclose Confidential Information on account of a law, by any court of competent jurisdiction or by any regulatory or administrative body, and to the extent permitted by law, the recipient must provide written notice to the discloser prior to such disclosure, and such written notice must provide the disclosure a reasonable period of time to object to such disclosure of its Confidential Information.
- 15.5 You acknowledge that details of the Services, and the results of any performance tests of the Services, constitute our Confidential Information.
- 15.6 This Section 15 shall survive termination of the Contract, however arising.

## 16 Indemnity

- 16.1 You shall defend, indemnify and hold us and Thompson Reuters harmless against all claims, actions, proceedings, losses, fines, damages, expenses and costs (including all court costs and legal fees) arising out of or in connection with your use of the Services, Documentation and/or Deliverables, including but not limited to any claims brought by any third party against us and/or Thompson Reuters, including by any End Client, as a result of the use of, or outputs arising from, the Services, Documentation and/or Deliverables.
- 16.2 Subject to Section 17.4, we shall defend you, your officers, directors and employees against any claim that the Services or Documentation infringe any United States patent effective as of the Effective Date, or United States copyright, trade mark, database right or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
  - 16.2.1 we are given prompt notice of any such claim;
  - 16.2.2 you take reasonable steps to mitigate your losses;
  - 16.2.3 you provide us with reasonable co-operation in the defense and settlement of such claim, at our expense; and
  - 16.2.4 we are given sole authority to defend or settle the claim.
- 16.3 In the defense or settlement of any claim, we may procure the right for you to continue using the Services, Deliverables or Documentation, replace or modify the Services so that they become non-infringing, or provide you with access to another Software Module which is unaffected by such claim. If such remedies are not reasonably available, we may terminate the Contract on giving you at least 2 Business Days' notice without any additional liability or obligation to pay you any liquidated damages or other additional costs.
- 16.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
  - 16.4.1 a modification of the Services or Documentation by anyone other than the Supplier; or
  - 16.4.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

16.4.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

16.5 Subject to Section 17.3, the foregoing states your sole and exclusive rights and remedies, and our entire obligation and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

## 17 Limitation of Liability

17.1 This Section 17 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:

17.1.1 arising under or in connection with the Contract;

17.1.2 with respect to any use made by you of the Services, the Deliverables and Documentation or any part of them; and

17.1.3 with respect to any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

17.2 Except as expressly and specifically provided in these Terms:

17.2.1 you acknowledge that the Services and Deliverables are not a substitute for professional judgment and common sense; you assume sole responsibility for results obtained from the use of the Services, Deliverables and the Documentation, and for conclusions drawn from each of the same, and their use. We shall have no liability for any damage caused by errors or omissions in any information, instructions provided to us in connection with the Services (including any Customer Input Data and End Client Input Data), or any actions taken by us at your direction;

17.2.2 you have sole responsibility for determining whether the Services and Deliverables are suitable for your own use and/or fit for your requirements and the requirements of each specific End Client;

17.2.3 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 Contract; and

17.2.4 the Services, Deliverables and the Documentation are provided to you on an "as is" basis.

17.3 Nothing in these Terms excludes our liability:

17.3.1 for death or personal injury caused by our negligence; or

17.3.2 for fraud or fraudulent misrepresentation.

17.4 Subject to Section 17.2 and Section 17.3:

17.4.1 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 Contract; and

17.4.2 our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited as follows:

17.4.2.1 where the claim relates to a particular Software Module within an Inflo Room, to the notional amount that you would have paid for use of such Software Modules within any such Inflo Room, being an amount equal to the total Subscription Fee for the relevant Software Modules across all Inflo Rooms divided by the annual commitment for these Software Modules across all Inflo Rooms;

17.4.2.2 where the claim relates to an Inflo Room as a whole, to a pro-rata amount equal to the notional price for that Inflo Room (being the total amount payable within your Subscription Fee for Inflo Rooms in that year divided by the annual commitment of Inflo Rooms);

17.4.2.3 for all other claims, to the Fees paid during the 12 months immediately preceding the date on which the claim arose; and

17.4.2.4 where the claim relates to the indemnity at condition 16.2, an amount per claim, equal to 10% of the Fees paid by you to us during the 12 months immediately preceding the date on which the claim arose.

## 18 Duration

18.1 The Contract shall, unless otherwise terminated as provided in accordance with these Terms, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, the Contract shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless:

18.1.1 either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiration of the applicable Initial Subscription Term or Renewal Period; or

18.1.2 otherwise terminated in accordance with the provisions of these Terms;

18.1.3 and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

18.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

18.2.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment;

18.2.2 the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy such breach within a period of 10 days after being notified in writing to do so;

18.2.3 the other party repeatedly breaches any of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Terms;

18.2.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts under applicable law;

18.2.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

18.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

18.2.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

18.2.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

18.2.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

18.2.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Sections 18.2.4 to 18.2.9 (inclusive); or

18.2.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

18.3 On termination or expiration of the Contract for any reason:

18.3.1 all Inflo Rooms which have been created prior to the effective date of termination or expiration of the Contract shall remain live, and the provisions of the Contract shall remain in full force and effect in relation to each such Inflo Room until the earlier of: (i) the expiry of 28 days following the effective date of

termination; and (ii) archiving of that Info Room within the Software. You and each Authorized User shall be entitled to use the Software, Services and Deliverables until such time as you have completed the provision of services to the End Client in relation to use of the Info Room;

18.3.2 subject to Section 18.3.1,

18.3.2.1 all licenses granted to you under the Contract shall immediately terminate;

18.3.2.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other (other than such items as are required to be retained in order to comply with document retention policies);

18.3.2.3 the Supplier may destroy or otherwise dispose of any of the Customer Input Data and Customer Content in its possession unless the Supplier receives, no later than 28 days after the effective date of the termination of the Contract, a written request for the delivery to the Customer of the most recent back-up of the Customer Input Data and Customer Content. Where information has been destroyed under this clause, the Supplier cannot satisfy any further request for backups or access to any records, historical data, information or audits completed through the Platform. If a back-up is requested, the Supplier shall use reasonable commercial efforts to deliver the back-up to the Customer no later than 38 days after the effective date of the termination of the Contract, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Input Data. This excludes reasonable Data Subject access requests relating to Personal Data; and

18.3.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages with respect to any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

## 19 General

19.1 Force Majeure. We will have no liability to you under the Contract if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, hack or attack on the Platform including a distributed denial of service attack or man in the middle attack, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

19.2 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

19.3 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19.4 Rights and remedies. Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

19.5 Severance. If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19.6 Entire Agreement. The Contract constitutes the whole agreement between us and supersedes any previous arrangement, understanding or agreement between us relating to the subject matter it covers (for example any heads of terms, non-disclosure agreements). We both acknowledge and agree that in entering into the Contract neither of us relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

19.7 Assignment. You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any your rights or obligations under the Contract. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

- 19.8 No partnership or agency. Nothing in the Contract is intended to or shall operate to create a partnership between us, or authorize either of us to act as agent for the other, and neither of us shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 19.9 Third party rights. The Contract does not confer any third party beneficiary rights on any person or party (other than us, you, Thomson Reuters (where stated) and, where applicable, each of our successors and permitted assigns).
- 19.10 Notices. Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or nationally recognized overnight carrier to you at the address on the Order Form or to us at Inflo Limited, Evolve Business Centre, Cygnet Way, Houghton le Spring, Tyne & Wear DH4 5QY, United Kingdom, Attention: Head of Compliance, or such other address as may have been notified for such purposes in accordance with this section. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of delivery.
- 19.11 Dispute Resolution. If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it (including non-contractual disputes or claims) ("Dispute"), either of us shall be entitled to give to the other a written notice of the Dispute setting out its nature and full particulars. Following service of the dispute notice, we shall each nominate a director or senior officer who shall seek, in good faith, to resolve the Dispute. If the Dispute is not resolved within 60 days after services of the dispute notice, the Dispute shall be finally resolved pursuant to Section 19.12.
- 19.12 Governing law and Jurisdiction. The Contract 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) shall be governed by and construed in accordance with the law of the State of New York, USA. Subject to Section 19.11, we both irrevocably agree that the state and federal courts located in New York, New York shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).