

## Dow Jones End User Agreement

The terms set out in this End User Agreement (“**EUA**”) apply to the Dow Jones Data, as defined below, which may be included from time to time in the services delivered to the client, customer, or subscriber identified in the order form (“**Customer**”) under the agreement concluded with the provider, licensor, or granting party identified in the order form (“**Distributor**”) for the provision of the subscription screening services (the “**Services**”), hereinafter referred to as the “**Agreement**”). Unless otherwise defined in EUA, any defined terms shall have the meanings given in the Agreement.

In this EUA, the following terms shall have the following meanings:

“**Applicable Data Protection Law**” means, in so far as applicable to the supply of the Dow Jones Data as part of the Services under the Agreement, all laws and regulations governing the protection of individuals with regard to the processing of Personal Data (including without limitation, security requirements for and the free movement of such Personal Data), including, but not limited to, as applicable: (a) the General Data Protection Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**GDPR**”) and any national law implementing or supplementing the GDPR; and (b) in the event that the UK withdraws from the European Union, any UK laws or regulations replacing, succeeding or re-enacting the GDPR;

“**Criminal Data**” means Personal Data relating to criminal convictions and offences or related security measures, including relating to the alleged commission of offences by a Data Subject or proceedings for an offence committed or alleged to have been committed by the Data Subject or the disposal of such proceedings, including sentencing;

“**Customer Query**” means any screening transaction request made by Customer within the Services for the delivery of Dow Jones Data;

“**Customer Query Report**” means any screening transaction result displayed within the Services in response to a Customer Query.

“**Data Controller**” means in relation to Personal Data any person who determines the purposes for which any Personal Data is, or is to be Processed;

“**Data Processor**” in relation to Personal Data, means any person (other than an employee of the data controller) who Processes the Personal Data on behalf of the Data Controller;

“**Data Security Breach**” means the unauthorized acquisition, access, use or disclosure of Dow Jones Data that compromises the security or privacy of such data to the extent the compromise poses a significant risk of financial, reputational, or other harm to the individual, consistent with Applicable Data Protection Law;

“**Data Subject**” means an individual who is the subject of Dow Jones Data;

“**Dow Jones**” means Factiva Limited, a company incorporated in England and Wales under number 3773253 and with registered address at The News Building, 7<sup>th</sup> Floor, 1 London Bridge Street, SE1 9GF London, England, acting on behalf of Dow Jones & Company, Inc. and any of its affiliated companies;

“**Dow Jones Data**” means any and all Personal Data, including Special Categories of Data and Criminal Data, Processed or transferred to Distributor by Dow Jones in connection with the supply of the Services;

“**EEA**” means the European Economic Area, consisting of all Member States of the European Union, plus Norway, Iceland and Liechtenstein, and for purposes of this EUA and the Agreement shall also include Switzerland and the UK after its withdrawal from the European Union;

“**Personal Data**” means any information relating to an identified or identifiable individual;

“**Permitted User**” means an individual authorised to access and use the Dow Jones Data and who is either: (a) an individual employee of the Customer; (b) an individual performing the functions of an employee on a temporary basis, independent contractor or consultant, in each case who is performing work for the Customer;

“**Process,**” “**Processing,**” or “**Processed**” means any operation or set of operations that is or may be performed upon Personal Data in relation to or as a result of this EUA and the Agreement, whether or not by automatic means, including, but not limited to, collection, recording, organization, storage, access, transmission, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination or otherwise making available, alignment, combination, blocking, disposal, deleting, erasure, or destruction;

“**Special Categories of Data**” means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, and data concerning health, a natural person’s sex life or sexual orientation; and

“**UK**” means England, Wales, Scotland and Northern Ireland.

### 1. Licence

- 1.1 Distributor will supply the Dow Jones Data to the Customer during the term set forth in the order form and grants to the Customer a non-exclusive, non-transferable, non-sub licensable, non-assignable licence to use the Dow Jones Data, subject to the terms and conditions of the Agreement and this EUA.
- 1.2 The Dow Jones Data contains information derived from publicly available sources, and will be regularly up-dated by Distributor as updates are received from Dow Jones. Dow Jones retains control and ownership of the form and content of the Dow Jones Data, and although Dow Jones may alter the Dow Jones Data from time to time (and Distributor may alter the format of

the data), its fundamental nature will not be changed. The Customer and Permitted Users will not, under the Agreement or this EUA, acquire any ownership rights in the Dow Jones Data.

## **2. Terms of use**

- 2.1 The Customer and Permitted Users shall use the Dow Jones Data in strict compliance with this EUA.
- 2.2 Except to the extent permitted or required for the Customer's permitted use under Section 2.1, the Customer and/or Permitted Users shall not: (a) reproduce, distribute, display, sell, publish, broadcast or circulate the Dow Jones Data to any third party, nor make the Dow Jones Data available for any such use; or (b) create or store in electronic form any library or archive of the Dow Jones Data save that, and notwithstanding anything to the contrary, the Customer shall be entitled to retain copies of the Dow Jones Data necessary for archival, regulatory and/or compliance purposes. The Customer's right to retain such copies as set forth above shall survive termination/expiration of this EUA provided that it no longer actively uses the Dow Jones Data within the Services.

## **3. Warranties**

- 3.1 Distributor cannot warrant that the Dow Jones Data includes a complete or accurate archive of every public figure or their associates in each country. Except as specified in this EUA all express or implied representations, warranties, conditions and undertakings in relation to the provision of the Dow Jones Data are excluded.
- 3.2 Customer acknowledges that Dow Jones is not a "consumer reporting agency" and that the Dow Jones Data does not constitute a "consumer report" or "investigative consumer report" as such terms are defined in the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq. (FCRA), or any applicable state or national fair credit reporting laws. Accordingly, Customer represents and warrants that it will not use the Dow Jones Data for any permissible purpose under FCRA or applicable state or national fair credit reporting laws.

## **4. Customer Information**

Customer acknowledges and agrees that Distributor may report to Dow Jones information regarding Customer's subscription (including, but not limited to, Customer's name, date added as a Customer, and the number of Customer Queries). This information may be used by Dow Jones to verify the relevant usage of the Dow Jones Data and the payments due and payable by Distributor to Dow Jones in this respect. Customer hereby consents to the collection and processing of the Customer's name and its usage data for the purposes set out in this Section 4.

## **5. Data Protection related obligations**

- 5.1 Customer agrees that:
  - 5.1.1 Distributor and Dow Jones do not warrant that the Dow Jones Data includes a complete or accurate archive of every public figure or their associates, company, or news events in each country. Distributor does not imply any negative inferences about Data Subjects or entities referred to within the Dow Jones Data merely due to their inclusion within the Dow Jones Data.
  - 5.1.2 As to the Processing of Dow Jones Data for the purpose of servicing Customer Queries, Customer is responsible for the material compliance with Applicable Data Protection Law of the Customer Queries and further Processing by Customer (including onward transfer, of the Dow Jones Data made available to Customer in the Customer Query Report) which includes responsibility for: (i) informing Data Subjects to whom the Customer Query or Customer Query Report relates, and obtaining their consent, if applicable; (ii) obtaining any required approvals from a regulatory or supervisory authority; (iii) establishing, and maintaining appropriate records of, the legal bases on which Dow Jones Data is Processed by Customer; (iv) determining the scope of the data included in the Customer Query Report; (v) ensuring data transfer mechanisms are in place where Dow Jones Data in the Customer Query Report are transferred outside of the EEA ; (vi) responding to any access and correction requests of Data Subjects in respect of the further Processing of Dow Jones Data made available to Customer in the Customer Query Report; and (vii) implementing appropriate technical, physical and organizational security measures, having regard to the state of the art and the costs of implementation, to protect Dow Jones Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other forms of unlawful Processing.
  - 5.1.3 Customer shall implement and be responsible for appropriate technical, physical and organizational security measures, having regard to the state of the art and the costs of implementation, to protect Customer's equipment (including devices used by Permitted Users to access the Services) against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and ensure secure access of Permitted Users to the Services.
  - 5.1.4 The Services involve the Processing of Personal Data, which may include Special Categories of Data and Criminal Data. Customer acknowledges that under certain Applicable Data Protection Laws, and in particular those of the EEA, the Processing of Special Categories of Data and Criminal Data is strictly regulated and is only permitted on specific legal bases. The Dow Jones Data may be used by Customer only for the following purposes ("**Purposes**"), and Customer shall ensure that the Dow Jones Data is not used for any other purpose:
    - (a) performing customer or counterparty due diligence and other screening and risk management activities carried out to comply with legal or regulatory obligations to which Customer is subject, in particular "know your customer and counterparty" requirements under anti-money laundering, anti-bribery, corruption and economic sanctions regulation which apply to any member of the group of companies of the Customer;
    - (b) performing a statutory role as a Governmental organization;
    - (c) performing law enforcement duties;

(d) any establishment, exercise or defense of legal claims relating to Sections 5.1.4 (a) to (c) above, each to the extent permitted under, and subject always to, Applicable Data Protection Law.

Customer acknowledges that, depending on the country or countries in which Customer is established and is using the Service, the laws of such country or countries may apply. Customer further acknowledges that in some jurisdictions (in particular some EEA countries), the legal bases for Processing Special Categories of Data and Criminal Data may be limited to performing due diligence and other screening activities in order to comply with legal or regulatory obligations of Customer in the relevant country only. In those cases, Customer shall ensure that the Processing of the Dow Jones Data is limited to those purposes as authorized under relevant applicable law only (including Applicable Data Protection Law).

- 5.1.5 In addition to its obligations under this Section 5.1, Customer shall comply with its obligations under Applicable Data Protection Law.
- 5.2 **Cross-border transfers to a country outside the EEA.** In the event that the servicing of Customer Queries involves a cross-border transfer of Personal Data outside of the EEA, and if required by Applicable Data Protection Law, such transfer shall be subject to the standard contractual clauses available at <http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1401799828216&uri=CELEX:32004D0915>, which are incorporated herein.
- 5.3 **Inspection or audits by public authorities.** Customer shall submit its relevant Processing systems, facilities and supporting documentation to an inspection or audit relating to the Processing by a competent public authority if this is necessary to comply with a legal obligation. In the event of any inspection or audit, Customer shall provide all reasonable assistance to the Distributor in responding to that inspection or audit. If a competent public authority deems the Processing in relation to the Agreement unlawful, Customer shall take immediate action to ensure future compliance with Applicable Data Protection Law.
- 5.4 **Notification of non-compliance and right to suspend or terminate.** Each Party shall promptly notify the other Party: (a) if it cannot for any reason comply with its obligations under this EUA; or (b) becomes aware of any circumstance or change in Applicable Data Protection Law that is likely to have a substantial adverse effect on such Party's ability to meet its obligations under this EUA. Without prejudice to the termination provisions in the Agreement, each Party is entitled to temporarily suspend the Processing in whole or in part if such Party is unable to meet its obligations under this EUA, until such time that the non-compliance is remedied. To the extent such remedy is not available, such Party is entitled to terminate the relevant part of the Processing with immediate effect.
- 5.5 **Notice of disclosures.** Customer shall provide timely notice to Distributor if: (a) it receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the Processing; or (b) it intends to disclose a Customer Query Report to any competent public authority, to the extent legally possible.
- 5.6 **Security Breach.** Customer shall provide timely notice to Distributor if it confirmed that a Data Security Breach has occurred in respect of a Customer Query or Customer Query Report and shall take adequate remedial measures as soon as possible as required by applicable law. Customer shall provide timely notice to Distributor if it detects or becomes aware that a Data Security Breach has occurred in respect of the Processing of Dow Jones Data and shall take adequate remedial measures as soon as possible.
- 5.7 **Data Deletion.** On termination or expiration of the Agreement, the Customer's rights to use the relevant Service shall cease and the Customer shall as soon as practicable purge all Dow Jones Data stored on any server within Customer's control, subject to any legal or regulatory requirements imposed on the Customer to retain copies of certain elements of the Dow Jones Data necessary, as determined by the Customer, for strictly limited archival, regulatory and/or compliance purposes (all on an otherwise passive, non-use basis).

## 6. Disclaimer, Limitation of Liability, Indemnity

6.1 (a) Customer agrees that Customer's use of the Dow Jones Data is on an "AS-IS" basis and Dow Jones and Distributor specifically disclaim any representations or warranties, express or implied, including without limitation, any representations or warranties of merchantability, non-infringement, or of fitness for a particular purpose. Dow Jones and Distributor make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Dow Jones Data. Customer acknowledges and agrees that errors or omissions contained in the Dow Jones Data shall not be made the basis for any claim, demand or cause of action against Dow Jones or Distributor.

(b) NEITHER DOW JONES NOR DISTRIBUTOR SHALL BE LIABLE (JOINTLY OR SEVERALLY) TO CUSTOMER AS A RESULT OF CUSTOMER'S USE OF THE DOW JONES DATA FOR ANY OF THE FOLLOWING TYPES OF LOSS: (A) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS; (B) ANY INCIDENTAL, PUNITIVE AND/OR EXEMPLARY DAMAGES; (C) LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT); (D) LOSS OF BUSINESS (WHETHER DIRECT OR INDIRECT); (E) LOSS OF ANTICIPATED SAVINGS OR LOSS OF REVENUES (IN EITHER CASE, WHETHER DIRECT OR INDIRECT); (F) LOSS OF REPUTATION OR GOODWILL (IN EITHER CASE, WHETHER DIRECT OR INDIRECT); AND/OR (G) PENALTIES OR FINES (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) (COLLECTIVELY THE "EXCLUDED DAMAGES") HOWSOEVER ARISING, WHETHER OR NOT CHARACTERISED IN NEGLIGENCE, TORT, BREACH OF STATUTORY DUTY, CONTRACT, OR OTHER BASIS OF LIABILITY, EVEN IF ANY OF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES. CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER'S USE OF THE DOW JONES DATA IS AT CUSTOMER'S SOLE RISK.

(c) Notwithstanding anything to the contrary in the Agreement, Customer shall fully indemnify, defend and hold harmless Distributor and Dow Jones for any loss, claim, demand or damage (including reasonable attorneys' fees) suffered arising out of: (i) any breach by Customer of the representation and warranty given by Customer in Section 3.2 (*FCRA prohibition*); (ii) Customer's use of the Dow Jones Data or Customer's violation of this EUA or the Agreement; or (iii) Customer's breach of

Applicable Data Protection Law.

(d) NOTWITHSTANDING ANYTHING HEREIN OR IN THE AGREEMENT OR A SUBSCRIPTION FORM TO THE CONTRARY, DISTRIBUTOR'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER RELATED TO OR IN CONNECTION WITH THE DOW JONES DATA SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT OF DEFAULT FOR THE PORTION OF THE SERVICES THAT MAKE UP CUSTOMER'S SUBSCRIPTION TO THE DOW JONES DATA. NOTWITHSTANDING ANYTHING HEREIN OR IN THE AGREEMENT OR A SUBSCRIPTION FORM TO THE CONTRARY, DOW JONES' MAXIMUM AGGREGATE LIABILITY TO CUSTOMER RELATED TO OR IN CONNECTION WITH THE DOW JONES DATA SHALL BE LIMITED TO TWO HUNDRED DOLLARS (\$200).

The provisions of this Section 6 shall survive any expiration or termination of this EUA or the Agreement.

**7. Third Party Rights**

7.1 A person who is not a party to this EUA or the Agreement shall not have any rights to enforce any term of the EUA or the Agreement, save that Dow Jones may enforce its rights against Customer under this EUA notwithstanding the fact that Dow Jones is not a party to this EUA.

**8. Rights of Distributor**

8.1 If Distributor is unable to obtain the Dow Jones Data from Dow Jones despite Distributor's reasonable efforts and is unable to continue to provide Dow Jones Data to its customers, Distributor may terminate Customer's right to access and use, and receive corresponding Services with respect to the Dow Jones Data upon six (6) months' notice to Customer.

8.2 In the event of a breach, or reasonably anticipated breach, of this EUA, in addition to any other remedies available at law or in equity, Distributor shall have the right, in its sole discretion, to immediately suspend the Services.

**9. Updates to EUA**

9.1 Distributor may update this EUA in its reasonable discretion from time to time.

*Last updated: March 20, 2019*