IHS Markit Data Lake Trial and Evaluation Terms and Conditions

1. <u>Scope and License Grant.</u>
    1.1 Subject to and in consideration of Customer's compliance with (a) the terms of these IHS Markit Data Lake Trial and Evaluation Terms and Conditions (these "T&Cs") and (b) (i) the Schedule signed by Customer incorporating these T&Cs by reference (the "Schedule") or (ii) online registration form filled out by Customer or by an Authorized User on behalf of Customer whereby Customer agrees to abide by these T&Cs (the "Registration Form" and, the Schedule, as applicable, together with these T&Cs, the "Agreement"), and commencing from the relevant "License Start Date" and ending on the "License End Date" (the period between the relevant License Start Date and License End Date being the "Trial Period"), IHS Markit hereby grants to Customer and such number of its employees ("Authorized Users") within an authorized division/department ("Authorized Division/Department"), a non-exclusive, worldwide, revocable, and non-transferable license to log into, access, view and use ("Use") IHS Markit's data lake platform ("Data Lake") and the data, data schema, metadata or similar information residing thereon ("Data"), strictly for its internal trial and evaluation purposes only ("Licensed Purpose"), which (i) includes (in each case solely for trial and evaluation purposes) combining various Data with other Data, generating analytics, finding correlations, performing back-testing or providing or disproving hypotheses, but (ii) excludes warehousing of Data or any derivative thereof, quality controlling or benchmarking Data, using Data for trading, managing assets or incorporating any aspect of the Data Lake or Data into a Customer's or third party's business process. The "Data", "License Start Date", "License End Date", number of "Authorized Users" and licensed "Authorized Division/Department" are set out in the Schedule, unless Customer is granted Use of the Data Lake and Data via the Registration Form, in which case IHS Markit shall determine all of the foregoing in its sole discretion.
    1.2 Notwithstanding anything in the Agreement to the contrary: (i) the parties acknowledge that Customer may have certain rights to certain Data pursuant to other agreements between Customer (or Affiliates) and IHS Markit (or Affiliates), and nothing herein is intended to modify the rights granted pursuant to such other agreements; and (ii) to the extent Customer maintains an appropriate license pursuant to another agreement ("Other Agreement") for any data and/or information with IHS Markit or any of its Affiliates separate from this Agreement ("Other Data"): (a) such Other Data may be made available to Customer as part of "Data" in the Data Lake, (b) outside of the Licensed Purpose, no additional rights are granted to Subscriber hereunder for the Data, and (c) to the extent any Other Data and any Data are comingled in the Data Lake, the usage rights for the Other Data shall remain as stated
    in the Other Agreement and the rights for the Data shall be as stated herein.
    1.3 The Data to which Customer and Authorized Users are granted access to pursuant to the Agreement are set out in the Schedule, however, IHS Markit may make additional Data available to Customer and its Authorized Users hereunder as determined by IHS Markit in its sole discretion.
    1.4 For the purpose of the Agreement, each Affiliate of Customer shall be deemed a member of Customer ("Customer Group"), whereby an "Affiliate" means any legal entity which controls, is controlled by, or is under common control of either party (where "control" means ownership of more than 50% of assets or stock with the power to direct day-to-day operations), from time to time and only for so long as such control exists. Each of the terms of the Agreement shall apply to each member of the Customer Group, mutatis mutandis, and references herein to Customer shall include Customer Group.
    1.5 Customer hereby acknowledges, without limiting IHS's other rights and remedies, that it is responsible and liable for: (i) Customer Group members' and Authorized Users' breach of, or noncompliance with, any of the terms of the Agreement; and (ii) Customer Group members' and Authorized Users' wrongful, negligent or intentional acts or omissions in connection with the Agreement.
    1.6 To the extent any terms and/or conditions in the "Special Terms" section of the Schedule are inconsistent with or conflict with the terms and/or conditions of the T&Cs, the terms and/or conditions of the Special Terms section in the Schedule shall prevail, but only to the extent of such inconsistency or conflict.
    1.7 IHS Markit reserves the right to vary, amend, remove or add to these T&Cs at any time. Such modifications shall be effective immediately. Customer's continued access and use of the Data Lake and/or Data following the posting of modifications to the T&Cs shall constitute acknowledgement and acceptance of such modifications.

2. <u>Restrictions</u>. Customer shall not, and shall ensure its Customer Group members and Authorized Users do not: (i) modify, deconstruct, decompile, reverse engineer the Data Lake, Data, or any part thereof; (ii) remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices included in the Data Lake or Data; (iii) disclose to any party any benchmark or other performance test or comparison of the Data Lake or Data to other products; (iv) give or allow access, or disseminate, in any manner whatsoever, to any third party, any or all parts of Data Lake or Data; (v) assign, sublicense, rent, lease distribute, republish, reproduce, transmit, or transfer the Data Lake or Data or any part thereof; (vi) Use the Data Lake or Data to: (a) provide any service, product or offering to any third party; (b) perform a service as a service bureau, service provider, consultant or other similar capacity; (c) create, enhance, support or provide a functional substitute for any of IHS's products or services, including data warehousing or data discovery services, for the benefit of any third party; or (vii) commercially exploit or productize any or all parts of the Data Lake or Data.

3. <u>Term</u>. The Agreement shall be effective from, and continue in full force and effect as of, the License Start Date and the provisions of the Agreement shall, unless expressed to survive termination, continue to apply to each Schedule or Registration Form until the expiry of the relevant Trial Period.

4. Post Termination. Upon expiration or termination of the Agreement or the relevant Trial Period, unless otherwise instructed by IHS Markit or unless Customer has purchased a license for the relevant Data, Customer shall cease all use of the Data Lake and Data and shall promptly return or destroy all other materials containing the Data (including all disks and manuals), including all copies thereof, and purge the Data and all other IHS Markit Confidential Information from any electronic media (including servers, databases, spreadsheets and analytical tools and software) and so verify in writing upon IHS Markit's request.

5. Intellectual Property. No title to or ownership of the Data Lake or Data or any part thereof is transferred to Customer. Title to and ownership of the Data Lake or Data and all applicable rights in patents, copyrights and trade secrets in the Data Lake or Data shall remain exclusively in IHS Markit (or its third party providers). All rights not expressly granted under the Agreement are reserved.

6. Confidentiality.
   6.1 Each party agrees to hold any information of the other party that is confidential or proprietary to such party ("**Confidential Information**") in strict confidence and not to use such Confidential Information for any purposes other than the trial and evaluation covered by the Agreement. Each party shall also advise each of its employees who may be exposed to such Confidential Information of their obligations to keep such Confidential Information confidential.
   6.2 It is understood and agreed that in the event of a breach of confidentiality, damages may not be an adequate remedy and each party shall be entitled to injunctive relief to restrain any such breach, threatened or actual. Notwithstanding the foregoing, nothing herein shall prevent IHS Markit from using and incorporating the Customer's Confidential Information into the Data Lake and for clarity, IHS Markit's use of any of the Customer's Confidential Information in connection with the creation, development, design, scoping, build, validation, on-boarding, set-up, hosting, maintaining or supporting of the Data Lake or incorporation of the same, or any part thereof, into the Data Lake, in whatever manner, shall not be deemed to be a breach by IHS Markit of the confidentiality restrictions or any other terms set out herein. Customer acknowledges and agrees that IHS Markit may collect certain usage statistics that may be made available to it and to third parties.
   6.3 The Data Lake and Data provided hereunder and the Agreement are confidential and/or proprietary to IHS Markit and shall be deemed Confidential Information of IHS Markit, and Customer shall safeguard the Data Lake and Data and the Agreement accordingly.

7. DISCLAIMER. THE DATA LAKE AND IHS MARKIT DATA LICENSED HEREUNDER IS PROVIDED "AS-IS", AND NEITHER IHS MARKIT, ITS AFFILIATES NOR ANY THIRD PARTY PROVIDER (DEFINED BELOW) SHALL BE LIABLE TO CUSTOMER FOR ANY INACCURACIES, ERRORS OR OMISSIONS IN THE DATA LAKE OR IHS MARKIT DATA . NEITHER IHS MARKIT, ITS AFFILIATES NOR ANY THIRD PARTY PROVIDER MAKES ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RESPECT OF THE AGREEMENT, THE DATA LAKE AND IHS MARKIT DATA OR DOCUMENTATION PROVIDED HEREUNDER OR AS TO THE RESULTS TO BE ATTAINED BY CUSTOMER OR OTHERS FROM THE USE OF THE DATA LAKE OR IHS MARKIT DATA; ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THE AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. CUSTOMER AGREES THAT NEITHER IHS MARKIT, ITS AFFILIATES NOR ANY THIRD PARTY PROVIDER SHALL BE LIABLE FOR ANY LOSS, CLAIM OR DAMAGE, TO CUSTOMER OR ANY THIRD PARTY WHETHER DIRECT OR INDIRECT, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY RELATING TO CUSTOMER'S USE OR POSSESSION OF OR RELIANCE ON THE DATA LAKE OR IHS MARKIT DATA INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. IHS Markit represents and warrants that, to its actual knowledge, the provision of the Data Lake and/or Data as contemplated by the Agreement, and if used in accordance therewith, does not infringe any third party's intellectual property rights.

8. Third Party Providers. Customer acknowledges that Use of certain Data may be subject to additional terms and conditions, including: (i) subject to approval of the relevant content publisher; and (ii) terms and conditions imposed by third party providers who may have rights therein. Customer shall comply with any "Terms of Use" contained on IHS's websites or within the Data Lake, as amended or supplemented from time to time; provided, however, that to the extent any terms in such "Terms of Use" are inconsistent with or conflict with the terms and conditions of the Agreement with regard to the Use of the Data Lake or Data, the terms and conditions of the Agreement shall prevail unless expressly indicated otherwise. Customer further acknowledges that certain Data made available through the Data Lake have been provided to IHS Markit by third party providers (each a "**Third Party Provider**") and such Third Party Providers have proprietary rights with respect to such data. In such case, the use and availability of such data and information is subject to arrangements between IHS Markit and such Third Party Providers, and any limitations and restrictions that may be displayed or contained in the Data. Customer agrees to comply with any restriction or condition imposed by Third Party Providers relating to the applicable Data as notified by IHS Markit or such Third Party Providers. As part of such compliance, Customer may be required to enter into a separate agreement with IHS Markit or a Third Party Provider in order to receive or to continue to receive such data. Third Party Provider restrictions may be provided at https://ihsmarkit.com/legal/terms-of-use.html and/or supplied with the Data or directly by a Third Party Provider. In addition, Customer acknowledges and agrees that, to the extent required under its agreements with Third Party Providers, IHS Markit may provide such Third Party Providers with the identity of Customer.

9. <u>No Advice</u>. The Data Lake and Data is intended only for professionals and is not and should not be construed as financial, investment, legal, tax or other advice of any kind, nor should it be regarded as an offer, recommendation, or as a solicitation of an offer to buy, sell or otherwise deal in any investment or securities. Customer may not use the Data Lake or Data to transmit, undertake or encourage any unauthorized investment advice or financial promotions, or to generate any advice, recommendations, guidance, publications or alerts made available to its clients or other third parties. Nothing in the Data Lake or Data constitutes a solicitation by IHS Markit of the purchase or sale of loans, securities or any investments.

10. <u>Assistive Instrument</u>. Customer acknowledges and agrees that the Data Lake and Data are an assistive instrument and not a substitute for the skill, knowledge, expertise, judgment and experience of the Customer, its directors, officers, employees, consultants and agents in managing and operating its business and endeavours, including in the areas of risk management, financial engineering, security valuation, financial science, investments and advice to third parties, and that the Customer accepts full responsibility and liability for the management and operations of its business and endeavours. IHS Markit, its Affiliates and licensors shall have no liability whatsoever relating to any investment decisions advice, opinion, recommendation, guidance, forecast, judgment, publication, conclusion or any course of action of Customer or any Affiliate or client of Customer, made or taken in reliance of, or based on, any data, analysis or result generated by the Use of Data Lake or Data.

11. <u>Exclusions</u>. IHS Markit will not be responsible to Customer or any person for any delay in its performance of its obligations under the Agreement, or incompleteness thereof, due to any act or omission of the Customer, Authorized User, or any person acting on its or their behalf.

12. <u>Assignment</u>. Customer shall not assign any of its rights or delegate any of its obligations hereunder and any attempted assignment shall be null and void. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements or communications, written or oral, of the parties with respect to the subject matter hereof.

13. <u>Customer Breach</u>. If Customer breaches any of its obligations under the Agreement the licenses to Use the Data Lake and Data granted herein are immediately revoked and IHS Markit shall have the right, in addition to any and all other remedies it may have hereunder, at law or in equity, in its own discretion: (i) to terminate the Agreement immediately upon notice to Customer; and (ii) to claim the reasonable value of unauthorized use of the Data Lake and Data from Customer. Notwithstanding the foregoing, Customer shall indemnify IHS Markit and/or its Affiliates against any cost, loss or damage suffered by IHS Markit and/or its Affiliates, including IHS Markit's attorneys' fees, arising as a result of any use of the Data Lake or Data by Customer or any breach of or non-compliance with the Agreement.

14. <u>Suspension Rights</u>. IHS Markit may suspend or terminate the Agreement and cancel or withdraw all or any part of the Data or Data Lake provided pursuant hereto upon written notice to Customer at any time that in IHS Markit's good faith determination it is necessary to do so in order to minimize threats to, or to protect the operational stability and security of, the Data and/or Data Lake.

15. <u>Termination for Convenience</u>. Either party may immediately terminate the Agreement and any Trial Period at any time during the Term by providing the other party with prior written notice.

16. <u>Compliance with Laws</u>. Each party agrees that it will (i) comply with all applicable country laws relating to anti-corruption and anti-bribery; and (ii) not perform, offer, give and receive bribes or corrupt actions in relation to the procurement or performance of the Agreement. For the purposes of this section, "bribes or corrupt actions" means any payment, gift or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country laws.

17. <u>Acknowledgments</u>. The Data Lake and Data provided hereunder: (a) was developed at private expense and is, in all respects, the proprietary information of IHS Markit; (b) was not developed with government funds; (c) is a trade secret of IHS Markit for all purposes of the Freedom of Information Act and any provincial, state, federal or other government access to information legislation; and (d) is a commercial item and thus, duplication or disclosure of the Data Lake or Data is subject to the restrictions set forth by IHS Markit.

18. <u>Agreement Execution</u>. Each person executing the Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver the Agreement. Each party hereby represents and warrants to the other party that: (a) it has the full right, power and authority to execute, deliver and perform the Agreement in accordance with its terms; and (b) the Agreement has been duly executed and delivered by or on behalf of such party and constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

19. <u>Export Control Laws</u>. Export controls and sanctions laws and regulations of the United States and other relevant local export controls and sanctions laws may apply to the Data Lake or Data provided hereunder and to such extent, Customer agrees to comply with all such export controls and sanctions laws and regulations, and agrees that it will not export, re-export, transfer, sell or Use the Data Lake or Data without the prior express written permission of IHS Markit.

20. Third Party Rights. IHS Markit's Affiliates shall be entitled to enforce and/or rely on rights or benefits under the Agreement (a) as an intended third-party beneficiary or (b) if applicable, in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**1999 Act**") or equivalent legislation in any relevant jurisdiction. Save for the foregoing, the operation of the 1999 Act is hereby excluded.

21. Data Privacy. In order to provide the Data Lake and/or Data, IHS Markit may: (a) use, collect, store, disclose and process the personal data (including within Third Party Providers' infrastructure); and (b) transfer the personal data inside of, and outside of, the United Kingdom and/or the European Economic Area. Customer represents that, prior to providing IHS Markit any personal data, it has informed, and if required obtained consent from Authorized Users and any other individuals for the processing, use, and transfer of their personal data as contemplated pursuant to this Agreement. If applicable, the IHS Markit Policy for the Processing of Data Governed by the GDPR and/or the IHS Markit Policy for the Processing of Data Governed by the CCPA, located at https://ihsmarkit.com/Legal/privacy.html, constitute part of these T&Cs.

22. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each or which will be considered an original, but all of which together will constitute one and the same instrument.   Each party consents to the other party's use of electronic signatures on the Agreement. Neither party may object to the legal effect or enforceability, as a result of such electronic signature, which will be considered to be an original binding signature.

23. Governing Law and Jurisdiction. The Agreement shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the appropriate courts in London, England, in each case for purposes of all legal proceedings arising out of or relating to the Agreement (including non-contractual disputes or claims) and without regard to any conflicts of laws principles.

24. Survival. Sections 1.5, 2 through 13 and 16 through 25 of these T&Cs shall survive the termination or expiration of the Agreement.