

GENERAL TERMS OF SERVICE OFFERED BY PLATFORM GROUP LIMITED

These general terms of Service (the "**Terms of Service**" or "**GTS**") set out herein correspond to the any Order Form entered into by the Vendor, namely Platform Group Limited or as may otherwise be expressly set out in such Order Form, and any Customer and provide the general terms for any such Customer accessing and using the Services and Products that are provided and/or performed by the Vendor pursuant to the such Order Form. By having access to, receiving, and/or using the Services, the Customer agrees, without limitation or qualification, to be bound by and to comply with these Terms of Service. The Customer further acknowledges and agrees that any and all uses of the Services are further subject to the Vendor's privacy policies located at www.getirwin.com/privacy ("**Privacy Policy**") , each of which may be updated from time to time by the Vendor without notice:

1. **General.**

(a) **Description.** The Terms of Service sets forth the terms and conditions that govern the provision and use of the Services and Products described in the Order Form for such Services.

(b) **Definitions.** Capitalized terms used in herein are defined in Section 22 or elsewhere herein.

(c) **Scope.** Each Order Form sets out the Services to be provided as of the Effective Date by the Vendor to the Customer. Additional services and products that are offered as add-ons after the Effective Date, may only be added pursuant an amendment to the Order Form as provided for therein, all of which may be subject to additional fees and restrictions.

(d) **Content of these Terms of Service.** These Terms of Service shall be subject to and incorporate by reference the provisions of the corresponding Order Form.

2. **Charges and Payments.**

(a) **Payments.** The Customer shall pay the Vendor the Charges in accordance with the applicable Order Form. Unless otherwise provided therein, all Charges shall be payable within thirty (30) days of receipt of such invoice. All Charges shall be payable in U.S. dollars, unless otherwise provided in the applicable Order Form.

(b) **Taxes.** All Fees for the Services or any Charges related to the Services are exclusive of sales, use, withholding and value added taxes ("**Taxes**") that are exigible on the provision of any such Services and the Customer shall be required to pay all such Taxes in addition to the Fees and Charges. If the Customer is required by applicable Law to withhold any Taxes in

connection with amounts due hereunder, the Customer shall notify the Vendor thereof and promptly pay the Vendor any additional amounts such that the net amount that the Vendor receives, after any withholding, equals the amount that would have otherwise been due prior thereto. The Customer shall provide the Vendor with documentation substantiating such payments and, upon the Vendor's request, any other information or documentation reasonably requested by the Vendor to assess and comply with its tax obligations under applicable Law. If the Vendor is required to remit any Taxes on behalf of the Customer, the Customer will reimburse the Vendor upon notification thereof. The Customer shall provide the Vendor with any applicable tax exemption certificates prior thereto.

(c) **Expenses.** The Customer shall reimburse The Vendor for all Expenses incurred by the Vendor, as described in the applicable Order Form].

(d) **Past Due Amounts.** All past due Charges, shall be payable by the Customer to the Vendor in accordance with the terms of the Order Form. The Customer is responsible, and shall indemnify the Vendor, for all costs and fees incurred by the Vendor in collecting unpaid Charges, including collection fees and attorney's fees and court costs. The Customer shall make all payments without asserting any right of withholding, deduction or set-off, and all Charges are non-refundable unless otherwise expressly provided herein.

(e) **Renewal Fees.** The Order Forms shall provide for any renewal fees and or charges.

3. **Licence and Use.**

(a) **License.** The Customer and its Permitted Users may use the Services and Products only as expressly

permitted herein and in the applicable Order Form. Subject to the provisions set out herein and applicable Order Form, the Vendor grants the Customer a non-exclusive, non-sublicensable, non-transferable, fee based license to access and use the Services and Products provided under the applicable Order Form for the duration of the Order Term. Except as otherwise expressly provided in an applicable Order Form, the Customer and its Permitted Users may access and use the Services and Products solely for the Customer's internal business purposes in the manner permitted in the applicable Order Form. The foregoing license is contingent upon the Customer's and each Permitted User's compliance with the Agreement regarding the applicable Order Form, including payment of Charges in full, as well as any terms of use related to the applicable Services or Products. The Customer shall implement, enforce, monitor and maintain security measures to prevent unauthorized access to or use of any Services, Products or Derived Content, and shall notify the Vendor promptly of any such unauthorized access or use. The Customer shall be fully responsible for any such unauthorized access or use. The Customer shall cooperate with the Vendor to remedy any such unauthorized use to the Vendor's reasonable satisfaction and, at the request of the Vendor, shall pay the Vendor, as minimum compensation and not as liquidated damages or a penalty, all fees that would have been attributable to such unauthorized user if such Person were a Permitted User.

(b) **Use Restrictions.** Except as expressly permitted herein or in an applicable Order Form, the Customer and its Permitted Users shall not (directly or indirectly, knowingly or unknowingly): (i) sell, publish, transmit, distribute, encumber, rent, lease or otherwise permit any Person to access or use (other than a Permitted User) any Services or Products (including any Data or Reports) or Derived Content in any manner; (ii) alter, remove, obscure or fail to reproduce any rights notices contained in the Services or Products (including any Data or Reports) or required herein or in the applicable Order Form; (iii) use the Services or Products (including any Data or Reports), any Derived Content or information obtained from the Database to create or update the Customer's own internal database or to modify any database or any service or product related to data or that could be competitive with or a substitute for any portion of the Services or Products; or (iv) use Data to create investor profiles for external distribution or in a manner other than in accordance with the use restrictions set out herein or the applicable Order Form for the Services. Additionally, the Customer and its Permitted Users shall not (directly or indirectly,

knowingly or unknowingly): (A) reverse engineer, decompile, decrypt, disassemble, modify, copy, display, translate or create derivative works based on, or circumvent, disable any security or technological measures of, any Services or Products (including any Data or Reports) or Derived Content; (B) print, download or export any Data (1) other than as permitted by any licensed features of the applicable Service or Product or (2) in any manner that exceeds any limitations set forth in the applicable Order Form; or (C) create a "local" copy of any portion of the Database on any computer, system or otherwise, or take screen shots of or otherwise detail the appearance or functionality of any of the Services or Products to or for any competitor of the Vendor.

(c) **Derived Content.** Notwithstanding anything herein to the contrary, the Customer is permitted to prepare Derived Content from the Reports provided pursuant to the Services, and subject to the restrictions contained herein and applicable Order Form hereto, portions of the Data, for its internal use, including but not limited to sharing such Derived Content with the Customer's executive level employees who are subject to confidentiality obligations no less restrictive than those contained herein and applicable Order Form hereto and with outside attorneys, accountants, consultants and advisors, who have agreed to keep such derivative works in confidence and are subject to confidentiality obligations no less restrictive than those contained herein and applicable Order Form hereto

4. Access to Services.

(a) **Product Access.** Only Permitted Users may access and use the Services. If the applicable Order Form restricts access to or use of a Product to specific, named Permitted Users or limits the total number of Permitted Users, then only such named Permitted Users or number of Permitted Users, respectively, may access and use such Product at any given time. The Customer shall ensure that its Permitted Users and other personnel comply with all provisions set out herein and the applicable Order Form that are applicable to the Customer or Permitted Users. The Customer and its Permitted Users may only access the Services as provided in the applicable Order Form.

(b) **Registration.** Access to Services and Products may require registration of a computer or other electronic device prior to any access to or use of such Services or Products. The Customer shall comply with any such registration requirements for such Services and Products. If the Vendor provides access credentials (including passwords, user names and other similar

information) ("**Access Credentials**") for access to any Services or Products, the Customer and the applicable Permitted User shall treat such information as strictly confidential and not permit any other Person to access the Services and Products using such Access Credentials. A Permitted User may only access and use such Services and Products using the Access Credentials provided for such Permitted User. The Customer shall implement, enforce, monitor and maintain security measures to prevent unauthorized use of the Access Credentials, and shall notify the Vendor promptly of any unauthorized use thereof.

(c) **Site Policies.** If a Service or Product requires access to a website, application or other interface ("**Site**"), the Customer and its Permitted Users are responsible for reading all privacy policies and terms of use for the applicable Site (as modified from time to time, the "**Site Policies**") prior to using such Service or Product and otherwise during the applicable Order Period. The Customer and its Permitted Users shall comply with the Site Policies. Revised Site Policies may be posted or issued from time to time. The continued access to or use of the Services and Products by the Customer or any Permitted User constitutes their assent to any posted or issued Site Policies.

(d) **Uploaded Information.** Subject to and only as permitted in the Site Policies, during the applicable Order Period, the Customer may upload, through a Permitted User, the Customer's own information to be used in the Products ("**Uploaded Information**"). If permitted, the Customer shall only upload information for which it has the necessary rights and in accordance with applicable Law. The Vendor shall not be responsible to the Customer for its accuracy or collection or use in compliance with applicable Law. The Customer hereby grants the Vendor, its Affiliates and their third-party providers a royalty-free, perpetual, worldwide, irrevocable, sublicensable and transferable license to use the Customer Data and any other data, materials or other Intellectual Property of the Customer related thereto in order for the Vendor to provide the Products to the Customer and to review such information for the purpose of resolving a problem, addressing a support issue, or addressing a suspected violation of the provisions set out herein and applicable Order Form hereto, or the Site Policies; provided that the Vendor shall not sell or otherwise commercially exploit the Customer Data. At the expiration or termination of the Agreement, upon request by the Customer made within 30 days after the effective date of termination, the Vendor will make available to the Customer a file of the

Customer Data in the native database format along with attachments in their native format.

(e) **Usage Data.** In the course of providing the Customer with the Services, the Vendor may also collect, use, process and store Usage Data in order to create and compile anonymized and aggregated statistics about the Services and corresponding Product. For details on this see the Vendor's Privacy Policy as described above.

(f) **Modifications.** Except as otherwise specified on any applicable Order Form, the Vendor may change the appearance, content, format, medium or means of access to or delivery of any Services or Products or from time to time, including as required to comply with the requirements of third-party providers and applicable Law.

(g) **Improvements.** The Vendor shall provide the Customer with improvements to the Services and Products when it makes such improvements generally available to its other customers subject to the terms of the Order Form.

(h) **Implementation.** Except as otherwise expressly provided in the applicable Order Form, the Customer shall be solely responsible for obtaining and maintaining all equipment, software (including current, validly licensed web browsers and other third-party applications), devices, Internet access and other connectivity necessary to access and use the Services and Products. Except as otherwise expressly provided in any applicable Order Form, the Vendor shall have no obligation to provide or maintain any of the foregoing.

5. Ownership of Intellectual Property.

(a) **Vendor Property.** The Customer acknowledges and agrees that the Vendor is the sole owners of the Services and Products and the other Vendor Property, subject to any applicable rights of their third-party providers in third party content provided in connection therewith. The Customer further acknowledges and agrees that the Services and Products (including Data and Software) are trade secrets of the Vendor and that the measures taken to maintain their confidentiality are reasonable under the circumstances. Any Software provided by the Vendor is licensed, not sold, by the Vendor to the Customer, and nothing contained herein or the applicable Order Form related to the Services and Software shall be interpreted or construed as a sale or purchase of such Software. The Customer, on behalf of itself and its Permitted Users, assigns all of their rights, if

any, in and to the Vendor Property to the Vendor and waives all related moral rights. Upon the Vendor's request, the Customer shall execute and deliver all documentation necessary to effect or record the foregoing assignment. Other than the limited license granted pursuant to Section 3(a), no rights are granted to the Customer or any Permitted Users to use, and the Vendor reserves all rights in and to, the Services and Products and the other Vendor Property.

(b) **Notice of Rights.** The Customer shall preserve and reproduce any and all rights notices in connection with its use of any Vendor Property, as directed by the Vendor or as otherwise required to preserve all rights therein under applicable Law.

6. **Vendor Obligations.**

(a) **Provision of Services and Products.** The Vendor shall use commercially reasonable efforts to provide the Services and Products in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar Services or Products.

(b) **Compliance with Specifications.** The Vendor shall use commercially reasonable efforts to ensure that all Services and Products are provided in accordance with any specifications set forth in the applicable Order Form.

7. **Customer Obligations.**

(a) **Access to Premises.** If required to provide the Services and Products, the Customer shall provide the Vendor with reasonable access to the Customer's premises during normal business hours. The Customer shall reasonably cooperate with the Vendor during such access. The Vendor shall instruct its personnel to, during such access, comply with any reasonable policies and procedures of the Customer that are provided in advance that relate to the services to be performed thereon and that apply to all of the Customer's service providers performing similar services.

(b) **Provision of Data.** The Customer shall be solely responsible for providing all information or data needed from the Customer for the Vendor to provide the Services and Products, as well as all information or data needed from the Customer for the Customer to use the Services and Products and data and information uploaded by the Customer into any Services and Products, also referred to as Uploaded Information. The Customer shall be responsible and liable for the

accuracy and completeness of all such data and information, including any Uploaded Information, and the Vendor shall be entitled to rely on the same. The Customer shall also be responsible for (i) ensuring that all data and Uploaded Information or any information provided by the Customer or its Permitted Users comply with applicable Law and (ii) obtain all necessary rights to upload, use, and provide the foregoing.

(c) **Compliance Confirmation.** Upon the Vendor's request, the Customer shall certify its and its Permitted Users' compliance with the provisions herein and in the applicable Order Form, including post-termination requirements. Upon reasonable notice during the Order Period and one (1) year thereafter, the Vendor and its representatives may request documentation from the Customer and enter the Customer's premises to perform a reasonable audit and inspection (including inspecting the Customer's systems) to verify compliance with the provisions set out herein and the applicable Order Form for the particular Services. Without limiting the Vendor's other rights or remedies, in the event the Vendor detects any non-compliance with the Agreement applicable to the Customer or any portion thereof by the Customer or any Permitted User, any underpayment of amounts owed to the Vendor pursuant to the underlying Order Form or any other unauthorized use of the Services, Products or Derived Content, the Customer shall be solely responsible, and shall reimburse the Vendor, for all costs and expenses incurred by the Vendor in connection with any such audit or inspection. In addition, if the Vendor is to bring any action or suit to enforce the Customer's obligations Agreement with the Customer or to pursue any remedies that the Vendor may have for the Customer's violation of such Agreement, the Vendor shall be entitled to recover from the Customer, in addition to any other rights and remedies it may have, all reasonable expenses and attorneys' fees for such suit or enforcement.

(d) **Compliance with Law.** The Customer and its Permitted Users shall use the Services and Products and Derived Content in compliance with all applicable Law. Without limiting the foregoing, the Customer and its Permitted Users shall not (i) use the Services or Products to store or transmit libelous, infringing, unlawful or tortious material or material in violation of third-party rights; (ii) use the Services or Products (including any Data or Reports) or Derived Content for the purpose of serving as a factor in establishing an individual's eligibility or suitability for credit, employment or insurance, or in any way that would cause the Services or Products to be construed as a "consumer report"; (iii) transmit, provide access to or display any Data, Reports

or Derived Content to any Person that the Customer or any Permitted User knows would engage in unfair or deceptive practices using such Data or Reports; (iv) use the Services or Products (including any Data or Reports) or Derived Content in violation of any Law concerning unsolicited messages or communications, including the national law that implements EU Directive 2002/58/EC and the CAN-SPAM Act; (v) use the Services or Products to store or transmit harmful or malicious code or devices; or (vi) interfere With or disrupt the integrity or performance of the Services or Products or related systems.

8. **Additional Obligations.**

(a) **Personnel.** The Vendor and the Customer each shall be solely responsible for the control and supervision of their employees and subcontractors, if any.

(b) **Data Security.** The Vendor shall maintain, in accordance with applicable industry standards, an information security program and safeguards designed to prevent the unauthorized disclosure or misuse of the Customer's Personal Information. In the event that the Vendor learns that there has been unauthorized access to or unauthorized acquisition or misuse of the Customer's Personal Information on the Vendor's systems or premises (a "**Security Event**"), the Vendor will promptly give notice of such Security Event to the Customer, unless prohibited by law. Upon the occurrence of a Security Event, the Vendor shall (i) promptly take such steps it reasonably deems appropriate to contain and control the Security Event to prevent further unauthorized access to or misuse of the Customer's Personal Information, as applicable, and (ii) unless prohibited by Law, continue to provide periodic updates relating to the investigation and resolution of the Security Event to the Customer until it has been resolved. Unless prohibited by Law and subject to the other provisions herein, the Vendor will, upon reasonable request, cooperate with the Customer in investigating each Security Event, including providing reasonably requested information regarding the nature, investigation or resolution thereof.

9. **Representations and Warranties.**

Each Party hereby represents and warrants to the other Party that (a) it is duly organized, validly existing and in good standing as the business entity under the laws of its jurisdiction of organization; (b) it has the full right, power and authority to enter into the Agreement related to the applicable Order Form for the Services set out

therein and to perform its obligations under the Agreement; and (c) The Agreement, which includes the terms of the corresponding Order Form, these Terms of Service, the Privacy Policy and any other instrument or document reflected in such Order Form, is the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its provisions, subject to applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to creditors' rights generally.

10. **Term.**

The term of the Agreement shall begin on the Effective Date and shall continue in effect until the last date of the Order Term unless otherwise terminated as set out herein and in the Order Form.

11. **Termination and Suspension of Services and Products.**

(a) **Termination for cause by the Vendor.** The Vendor may terminate the Agreement immediately upon written notice: (i) if the Customer or any Permitted User breaches the Agreement and such breach is incurable or if curable is not cured within thirty (30) days of the Customer's receipt of notice specifying the breach; or (ii) if the Customer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or otherwise ceases to conduct its business as conducted as of the Effective Date.

(b) **Termination for Cause by the Customer.** The Customer may terminate the Agreement immediately upon written notice if the Vendor materially breaches the Agreement, and such breach has not been cured within thirty (30) days of the Vendor's receipt of notice specifying the breach. If the Agreement is duly terminated pursuant to the forgoing provision, the Vendor shall refund any portion of the Fees that the Customer has pre-paid for the applicable Services and Products to be provided after the effective date of termination, subject to deduction of any amounts then unpaid and due to the Vendor.

(c) **Product Discontinuance.** The Vendor shall provide at least sixty (60) days' advance notice if it intends to discontinue any Service or Product . Subject to the foregoing, the Vendor shall have the right to terminate the Agreement or any portion of the Order Form immediately upon written notice if any applicable Service or Product is discontinued. Notwithstanding the foregoing provisions, the Vendor may also terminate the

Agreement immediately in the event of (i) any change in a material contractual requirement imposed by a third-party provider, (ii) the termination or expiration of any applicable contract with a third-party provider or (iii) any other discontinuance or termination of any third-party content, service or product by a third-party provider. The Vendor shall use commercially reasonable efforts to give the Customer as much written notice as possible in such circumstances, but such notice may not be possible in all cases. In either of the foregoing cases, the Vendor shall refund any portion of the Fees that the Customer has pre-paid for terminated Services and Products that were to be provided after the effective date of termination, subject to deduction of any amounts then unpaid and due to the Vendor. The Vendor shall thereafter have no further obligation or liability with respect to the terminated Agreement.

(d) **Suspension of Services and Products.** Upon any breach of the Agreement by the Customer or any Permitted User, the Vendor may suspend access to any portion of the applicable Services and Products until any cure thereof to the Vendor's satisfaction. Upon receipt of any Customer notice of non-renewal of any portion of the Order Form, the Vendor may discontinue the Customer's and its Permitted Users' access to any features in the applicable Services and Products that permit the exporting, downloading or other transfer of Data.

(e) **Effect of Termination.**

(i) **Termination of Agreement or Portions of the Order Form .** Upon expiration or termination of the Agreement, all licenses granted to the Customer and its Permitted Users with respect to the applicable Services and Products shall automatically terminate, and access to the applicable Services and Products shall also be terminated. Upon expiration or termination of the Agreement , the Customer and its Permitted users shall immediately (A) cease accessing and using the applicable Services and Products (including Data and Reports) and Derived Content and any other related Vendor Property in any manner, including printing, exporting or downloading Data, and (B) permanently delete or destroy all of the foregoing from any materials and in any media. Unless otherwise set forth in the applicable Order Form, upon expiration

or termination of the Agreement, the Customer and the Vendor each shall otherwise return (as requested by the other Party), or otherwise permanently delete or destroy all Confidential Information of the other Party in its possession or control, except as otherwise expressly permitted under the portion of the Order Form remaining in effect, provided that each Party may retain one (1) copy of Confidential Information as required by Law, which shall remain subject to the restrictions herein. The expiration or termination of the Agreement shall not affect any obligations of the Customer to pay the Vendor any unpaid amounts then due. Notwithstanding anything in this Section 11(f)(i), the Customer shall have the right (i) to copy, archive and store Reports for internal recordkeeping purposes after the termination of the Agreement and (ii) if the Customer is in compliance with the terms of the Agreement, to use any Report after the termination of these Terms of Service in accordance with the terms hereof and thereof.

(ii) **Survival.** Sections 2, 3(b), 5(a), 7(c), 7(d), 11(e), 12, 13, 14, 15, 17, 18, 19, 20, 21 and 22 shall survive expiration or termination of the Agreement. The confidentiality obligations shall survive for an indefinite period of time after the expiration or termination of the Agreement, subject to the exception in Section 12(b).

12. **Confidentiality.**

(a) **Confidentiality Obligations.** Each Party agrees that it shall maintain in confidence the other Party's Confidential Information. Except as required to provide the Services and Products or expressly permitted herein or in the applicable Order Form, neither Party shall disclose the other Party's Confidential Information to any other Person without the other Party's prior written consent. Neither Party shall use or reproduce the other Party's Confidential Information except as required to provide the Services and Products or expressly permitted herein or in the applicable Order Form. Each Party shall use at least the same degree of care to maintain the confidentiality of the other Party's

Confidential Information. Notwithstanding the foregoing, Vendor may disclose the provisions of the Agreement as necessary to enforce its rights hereunder and thereunder, and, on a confidential basis, to its legal and financial advisors and potential investors, acquirers, lenders and business partners.

(b) **Disclosures Required by Law.** If disclosure of the other Party's Confidential Information is required by Law, (i) the disclosure shall extend only to information whose disclosure is so required, (ii) the Party making such disclosure shall (to the extent permitted by Law) promptly and before disclosure notify the other Party of the proposed disclosure, (iii) the Party making such disclosure shall use reasonable efforts to seek confidential treatment of the information to be disclosed by the recipient. and (iv) no such information shall otherwise be divested of its status, either retroactively or thereafter, as Confidential Information except to the extent such information qualifies under clauses (i) or (ii) above.

13. **Disclaimer and Limitation of Liability.**

(a) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE APPLICABLE ORDER FORM; THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND VENDOR AND ITS THIRD-PARTY PROVIDERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE APPLICABLE ORDER FORM, THE VENDOR AND ITS THIRD-PARTY PROVIDERS DO NOT REPRESENT OR WARRANT AS TO THE COMPLETENESS OR ACCURACY OF ANY DATA OR REPORTS OR THAT THE SERVICES AND/OR PRODUCTS WILL BE UNINTERRUPTED, CURRENT OR ERROR-FREE OR THAT THEY WILL BE AVAILABLE CONTINUOUSLY OR AT ANY PARTICULAR TIME. THE SERVICES AND PRODUCTS (INCLUDING DATA AND REPORTS) ARE NOT AND SHOULD NOT BE CONSTRUED AS PROVIDING TAX, LEGAL, INVESTMENT, OR ACCOUNTING ADVICE. NO PORTION OF THE SERVICES OR PRODUCTS CONSTITUTES A RECOMMENDATION OR OPINION TO BUY OR SELL

ANY PRODUCT, INCLUDING SECURITIES, OR PARTICIPATE IN ANY TRANSACTION.

(b) **Third-Party Content.** The Services and Products may include access to third-party content, which may be governed by additional terms and conditions. In some instances, third-party providers may require the Customer and its Permitted Users to agree to additional terms and conditions that are not set forth in the Agreement prior to accessing or using such third-party content. Unless otherwise provided in the Order Form, the Vendor may modify such portion of the Order Form in its sole discretion as required to provide third-party content as part of the Services and Services and Products. The Customer and its Permitted Users shall comply with all requirements of third-party providers applicable to the Services and Products received. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE VENDOR IS NOT RESPONSIBLE FOR ANY THIRD-PARTY CONTENT PROVIDED THROUGH THE SERVICES OR PRODUCTS AND SHALL HAVE NO LIABILITY OR OBLIGATIONS WITH RESPECT TO SUCH CONTENT.

(c) **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE VENDOR, OR ITS AFFILIATES OR THEIR RESPECTIVE THIRD-PARTY PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, PARTNERS OR SUCCESSORS OR ASSIGNS BE LIABLE TO THE CUSTOMER, ANY PERMITTED USERS OR ANY OTHER PERSON RELATED TO OR AFFILIATED WITH THE CUSTOMER OR, AS APPLICABLE, ANY PERMITTED USER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING, AS APPLICABLE, LOST PROFITS) ARISING FROM OR RELATING TO THE AGREEMENT, ANY APPLICABLE ORDER FORM OR THE SERVICES OR PRODUCTS, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF A REPRESENTATIVE OF THE VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR LIKELIHOOD OF SAME. THE CUSTOMER AGREES THAT VENDOR'S AND ITS AFFILIATES' AND THIRD-PARTY PROVIDERS' MAXIMUM AGGREGATE LIABILITY OF ANY KIND ARISING UNDER OR RELATING TO THE AGREEMENT, THE APPLICABLE ORDER FORM OR THE APPLICABLE SERVICES OR PRODUCTS, UNDER ANY THEORY OF LIABILITY, INCLUDING

CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE THE TOTAL AMOUNT OF FEES THAT THE CUSTOMER HAS PAID TO THE VENDOR FOR THE SERVICES AND PRODUCTS UNDER THE APPLICABLE ORDER FORM IN THE SIX (6) MONTHS PRECEDING THE ACT GIVING RISE TO A CLAIM, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

14. **Indemnification and Other Remedies.**

(a) **Indemnification by the Vendor.** Subject to Section 14(d), the Vendor shall (i) defend the Customer and its directors, officers, employees and agents from any claim, action or other proceeding ("**Claim**") brought by a third party against the Customer alleging that its use of any Services or Products infringes or otherwise violates any third-party patent, copyright or trademark rights, and (ii) indemnify any such Person for (A) all damages, costs and expenses (including reasonable attorneys' fees) finally awarded against such Person as a result thereof and (B) any amounts the Vendor agrees to pay under a final settlement thereof; except. in each case, to the extent any such Claims, damages, costs, expenses or amounts result from (w) the use of any portion of the Services or Products other than as permitted hereunder or otherwise in violation of the Agreement or applicable Order Form, (x) the modification of the Services or Products by any Person other than the Vendor, (y) the use of any portion of the Services or Products in a combination with products, services or other materials in a manner not expressly permitted in writing by the Vendor, or (z) the Vendor's compliance with the directions, instructions or specifications of the Customer or any Permitted User. The Customer agrees that the foregoing and Section 14(b) are its sole and exclusive remedy with respect to any alleged or actual infringement of any Intellectual Property rights resulting from the use of the Services or Products pursuant to the corresponding Order Form.

(b) **Third-Party Infringement.** If the Vendor determines that the use of any Services or Products or any portion thereof likely infringes or otherwise violates a third party's Intellectual Property rights, the Vendor may, in its sole discretion, (i) obtain the right for the Customer and its Permitted Users to continue using the allegedly infringing portion of the Service or Product; (ii) modify such portion of the Service or Product to make use of thereof non-infringing; (iii) replace such portion with a substantially similar non-infringing service or product; or (iv) terminate the Agreement or portion thereof affected, subject to a refund of any Fees pre-paid by the Customer for terminated Service and Products that were

to be provided after the effective date of termination (after deduction of any amounts then unpaid and due to the Vendor).

(c) **Indemnification by the Customer.** Subject to Section 14(d), the Customer shall defend the Vendor, its Affiliates and their third-party providers, and their respective directors, officers, employees and agents from any Claim brought by a third party against any such Person arising out of or relating to (i) any responsibility of the Customer under the Agreement, including Taxes and other amounts for which the Customer is responsible or has agreed to indemnify the Vendor or its Affiliates, (ii) any data, information or other materials provided by the Customer or its Permitted Users, any other Intellectual Property of the Customer or any compliance with directions, instructions or specifications of the Customer or any Permitted User, or (iii) any access to or use of the Services or Products (including any Data or Reports) or any Derived Content, or any actual or alleged violation of applicable Law or third-party rights, by the Customer, its Permitted Users or anyone gaining access to the Services or Products provided to the Customer or Derived Content (except to the extent arising out of any access thereto or use thereof in full compliance with the Agreement); and indemnify any such Person for (x) all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by such Person as a result thereof and (y) any amounts the Customer agrees to pay under a final settlement thereof or otherwise under the Agreement.

(d) **Notification and Defense of Claims.** The Person seeking defense or indemnification from a Party pursuant to the above provisions shall, as a condition to such Party's obligations, (i) provide such Party with prompt written notice of the applicable Claim; (ii) grant such Party full and complete control over the defense and settlement of the Claim; (iii) provide assistance in connection with the defense and settlement of the Claim as such Party may reasonably request; (iv) comply with any settlement or court order made in connection with the Claim; and (v) not defend or settle the Claim without such Party's prior written consent. The Person seeking defense or indemnification shall have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but the Party obligated to defend or indemnify shall have sole control over the defense and settlement of the Claim. Notwithstanding the foregoing, the indemnifying Party shall not have the right to bind the indemnified Person to any settlement or other agreement without its prior

written consent, which consent shall not be unreasonably withheld or delayed.

15. **Assignment.**

Except as otherwise provided herein or in the applicable Order Form, the Customer may not assign, delegate, sublicense or otherwise transfer (whether by change of control, operation of Law or otherwise) any of its rights or obligations under the Agreement in whole or in part without the prior written consent of the Vendor. Any assignment, delegation, sublicense or transfer in violation of the foregoing shall be null and void *ab initio*.

16. **Force Majeure.**

If either Party fails to perform any obligations under the Agreement, as a result of strikes, lockouts, labor disputes, embargoes, acts of God, loss of utilities or Internet connectivity, inability to obtain labor, materials or reasonable substitutes, judicial orders, war or other governmental actions or restrictions, civil commotion, acts of terrorism, fire or other casualty, or any other cause beyond the reasonable control of such Party ("**Force Majeure Event**"), then such Party's performance shall be excused for a period equal to the period of such cause, and such Party shall not be deemed to be in breach of the Agreement during such time.

17. **Publicity.**

Neither Party shall issue or release any announcement, press release or other publically or marketing materials relating to the Agreement or the portion of the applicable Order Form, or otherwise use the other Party's trademarks without the prior written consent of the other Party, except as otherwise provided herein. Notwithstanding the foregoing, the Vendor may refer to or identify the Customer as customer by name and logo, including in promotional materials and press releases when listing other customers of the Services or Products, and may otherwise use the Customer's name, logo and other trademarks as necessary to provide the Services or Products.

18. **Notices.**

Any notice, request, demand or other communication required or permitted under the Agreement or any portion thereof shall be in writing and shall be deemed given (i) when personally delivered, (ii) the first business day after sending by confirmed email or confirmed fax, (iii) three business days after mailing by certified or

registered mail, return receipt requested or (iv) otherwise, as agreed to by the Parties in writing. All communications shall be sent to the applicable address and contact set forth in the preamble to the Agreement or any portion thereof or as otherwise notified by a Party to the other Party. [

19. **Governing Law.**

The Agreement, including the applicable Order Form provisions and the provisions set out herein and in the Privacy Policy, shall be governed by and construed and enforced in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. Each Party consents and submits to the exclusive jurisdiction of the courts (provincial and federal) located in the City of Toronto in the Province of Ontario in connection with any dispute or controversy arising under or related to the Agreement, including the applicable Order Form provisions and the provisions set out herein and in the Privacy Policy,. The Parties hereby waive any objection they may have in any such action based on lack of personal jurisdiction, improper venue or inconvenient forum. EACH PARTY WAIVES ITS RIGHTS TO A JURY TRIAL AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH COUNSEL. The Customer may not bring any claim in respect of any Agreement or any Services or related thereto more than one (1) year after the cause of action accrues.

20. **Interpretation.**

(a) Unless the context of the Agreement otherwise requires, words importing the singular shall include the plural and vice-versa. The words "hereof," "herein," and "hereunder," and words of similar import, when used in the Agreement, the Order Form or the Terms of Service, refer to the Agreement, the Order Form or the Terms of Service, respectively, as a whole and not to any provision of the Agreement, the Order Form or **Terms of Service** the Terms of Service. The words "include," "includes" and "including" mean include without limitation, includes without limitation and including without limitation, respectively. The headings in the Agreement or any portions thereof are for reference only and shall not affect the interpretation thereof. Except as otherwise expressly provided herein or in the applicable Order Form, remedies herein or in the applicable Order Form are in addition to, and not exclusive of or in limitation of, any other rights or remedies of a Party. For greater certainty, the term Agreement (as defined below)

includes the Order Form applicable thereto, the Terms of Service, the Privacy Policy and any other instrument, agreement or document referred to in such Order Form. The Terms of Service and Privacy Policy are incorporated into the Order Form by reference.

21. **Other Provisions.**

(a) **Entire Agreement.** The Agreement sets forth the entire understanding of the Parties with respect to the subject matter of the corresponding Order Form. All other prior agreements, discussions and understandings between the Parties regarding the subject matter hereof are superseded. In the case of a conflict between or among any provisions in these Terms of Service and the Order Form related thereto, the provisions of the Order Form shall control with respect to such conflict. The Agreement, and any Order Form related thereto, may only be amended upon a duly executed written agreement of the Parties, except as otherwise provided herein or in the applicable Order Form. If any provisions in the Agreement or the applicable Order Form or portions thereof are held void, then the remaining provisions and portions thereof shall continue in full force and effect. **[Note: To deal with the Privacy Policy]**

(b) **Waiver.** Waiver of or failure by either Party to complain of any act, omission or default on the part of the other Party, no matter how long the same may continue or how many times such shall occur, shall not be deemed a waiver of rights, or of any similar future act, omission or default under the Agreement or any Order Form. No term or provision of the Agreement or the Order Form thereto shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented.

(c) **Injunctive Relief.** Each Party acknowledges that a breach of its confidentiality obligations or obligations with respect to the other Party's Intellectual Property may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate. In the event of such breach, the non-breaching Party shall be entitled to seek injunctive relief or other equitable relief, without being required to post a bond or provide an undertaking.

(d) **Relationship.** The Parties are independent contractors, and nothing in the Agreement shall be deemed or construed to create an agency, partnership or joint venture between the Parties.

(e) **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein or in any applicable Order Form, there are no third-party beneficiaries to the Agreement.

(f) **Counterparts.** The Order Form may be executed in counterparts (including via fax and PDF). Each counterpart shall have the same force and effect as an original, but together shall be deemed to be one and the same agreement.

22. **Definitions.**

In addition to the terms defined elsewhere in the Agreement, as used herein or in the applicable Order Form, the following terms have the meanings ascribed to them as follows:

(a) **"Agreement"** has the meaning ascribed to such term in each Order Form.]

(b) **"Affiliate"** means, with respect to any Person, any corporation, company, partnership, association or other business entity which directly or indirectly controls, is controlled by, or is under common control with the subject Person.

(c) **"Charges"** means all Fees, Expenses and other amounts payable by the Customer to the Vendor hereunder and under the applicable Order Form, including Taxes and collection fees.

(d) **"Confidential Information"** means any electronic, written or oral data or information that is designated or treated by a Party as confidential or that reasonably should be understood to be confidential, including information pertaining to business operations and plans, customers, suppliers, products, services, pricing or marketing activities of a Party and materials embodying or derived from the same in any media. The Confidential Information of the Vendor specifically includes the Agreement, the Services and Products (including Data, Software and Reports), Vendor Property (including technology, systems, and trade secrets) and Personal Information. Confidential Information does not include information that the Parties agree is not Confidential Information, or information that the recipient Party can demonstrate: (i) was known to the recipient Party prior to disclosure by the disclosing Party; (ii) was obtained without any breach of any confidentiality obligation by the recipient Party from a Person other than the disclosing Party; (iii) was independently developed by or on behalf of the recipient Party without access to or use of the other Party's Confidential

Information; (iv) was publically known prior to disclosure by the disclosing Party; or (v) becomes publically known after receipt by, and without fault of, the recipient Party.

(e) **"Customer"** has the meaning ascribed to such term in each Order Form.

(f) **"Customer Data"** means Uploaded Information and any data or information that is a result of any modification, adaption, revision, translation, abridgement, condensation, aggregation, consolidation, compilation, evaluation, expansion or other recasting, or processing of the Uploaded Information through the Services, which may include Data and any Derived Content therein.

(g) **"Data"** means any data, information or other content, or portion or combination thereof, made available through or included in the Services and Products, subject to the limitations herein and in the applicable Order Form other than Customer Data.

(h) **"Database"** means any database made available through the Services and Products under the Agreement, subject to the limitations herein and in the applicable Order Form.

(i) **"Derived Content"** means content or materials derived from the Services and Products.

(j) **"Effective Date"** has the meaning ascribed to such term in each Order Form.

(k) **"Expenses"** means all reasonable out-of-pocket expenses and third-party charges incurred by the Vendor in providing the Services and Products under the applicable Order Form that are not expressly included in the Fees.

(l) **"Fees"** has the meaning ascribed to such term in each Order Form entered into by the Parties .

(m) **"Intellectual Property"** means (i) any right that is or may be granted to, or recognized for the benefit of, any Person under any legislation in Canada and other foreign jurisdictions or at common or, as applicable, civil law in Canada or in other foreign jurisdictions regarding patents, copyright and any copyrightable subject matter (including moral rights), trade-marks, trade names, service marks, confidential information, trade secrets, industrial designs and integrated circuit topography rights, including any other statutory provision or common or civil law principle regarding intellectual property, whether registered or unregistered, and including rights

in any and all applications, registrations, re-issues, divisional, renewals, re-examinations relating to the foregoing, and (ii) any rights contained in and/or associated with licenses and sub-licenses from third parties relating to the foregoing..

(n) **"Law"** means all international, national, federal, state, local or foreign statutes, laws, treaties, constitutions, ordinances, regulations, rules, judgments, decisions, writs, codes, orders and other requirements or rules of law, and all judicial interpretations in respect thereof.

(o) **"Module"** means any feature, content, software or other functionality associated with the Services that is provided by the Vendor to the Customer under the Order Form applicable thereto.

(p) **"Order Form"** has the meaning ascribed in the order form entered into by the Parties related to the Services and Products obtained by the Customer from the Vendor thereunder.

(q) **"Order Term"** has the meaning ascribed to such term in each Order Form.

(r) **"Parties"** means the Vendor and Customer entering into an Order Form, and **"Party"** means any one of them.

(s) **"Permitted Use"** means employees of the Customer that meet the qualifications set forth hereunder and/or in the applicable Order Form and are authorized to use the Services and/or Products.

(t) **"Person"** means any company, corporation, partnership, joint venture, limited liability company, organization, governmental authority, natural person or other entity.

(u) **"Personal Information"** means any non-public personal information of a Party or its customers that is protected by any Law applicable to such Party and disclosed to the other Party in connection with the provision of the Services and Products.

(v) **"Privacy Policy"** has the meaning ascribed to such term in the preamble herein.

(w) **"Product"** means a product (including any Module, Data and Reports) that the Vendor provides to the Customer through the Services applicable to an Order Form entered into by the Parties.

(x) **"Reports"** means any reports or other similar deliverables provided as part of the Services or Products.

(y) **"Services"** or "Service" has the meaning ascribed to such term in each Order Form

(z) **"Software"** means any software provided by the Vendor for the delivery of the Services and Products to the Customer pursuant to the terms of an Order Form related thereto.

(aa) **"Taxes"** has the meaning ascribed to such term herein unless otherwise set out in an Order Form between the Parties thereto.

(bb) **"Term"** means, in respect of each Order Form, the Order Term and any and all renewal period thereafter.

(cc) **"Terms of Service"** has the meaning ascribed to such term in the preamble herein.

(dd) **"Vendor"** has the meaning ascribed to such term in each Order Form.

(ee) **"Vendor Property"** means (i) any and all materials, information, documents, data or advice (in any form or media) conceived, authored, invented, compiled, created, generated, produced, licensed or provided by Vendor or their Affiliates, including Software and other components of the Services and Products, Confidential Information, Reports, market intelligence information, shareholder identification information, investor targeting information and, as between the Parties, any Data or Derived Content other than Customer Data, (ii) any modifications, enhancements, customizations, improvements and derivatives of the foregoing subject matter in clause (i) and (iii) any Intellectual Property in the subject matter described in clauses (i) and (ii) above.

