

# Terms & Conditions

## Grant of License

Licensor grants to Subscriber a non-exclusive, non-transferable license to access and use the Licensed Product(s) solely in accordance with the Permitted Use and Additional Permitted Use (if any) specified in the Order Confirmation Form. Subscriber acknowledges it will not acquire any ownership rights (including copyrights and other intellectual property rights) in the Licensed Product(s), all of which shall be retained by Licensor.

## Limitation on Access

Access to the Licensed Product(s) shall only be available to Authorized User(s) and may not be shared with other persons, either internally or externally, except as expressly provided in the Order Confirmation Form as an Additional Permitted Use. Each party shall comply with all applicable laws, regulations and sanctions. Licensor reserves the right to monitor Subscriber's use of the Licensed Product(s) to ensure compliance with the foregoing restrictions.

## Passwords

Subscriber agrees to assume sole responsibility for the security of any passwords issued by Licensor for accessing the Licensed Product(s). Such passwords are subject to cancellation or suspension by Licensor without notice at any time Licensor reasonably believes such passwords are being misused or if Subscriber has breached this Agreement.

## Payment

Subscription Fees are payable in full not later than thirty (30) days after the Order Date set forth on the Order Confirmation Form.

Except as expressly provided herein, the Subscription Fees are non-refundable.

## Disclaimers

Although Licensor will endeavor to keep the Licensed Product(s) and the underlying information made available through the Licensed Product(s) updated and accurate, the Licensed Product(s) and such underlying information are voluminous and often change. Accordingly, (i) Licensor cannot and does not warrant the accuracy or completeness of the Licensed Product(s) and such underlying information, and (ii) Subscriber agrees that Licensor will not be liable to Subscriber or any third party for any adverse consequences arising as a result of the inaccuracy or incompleteness the Licensed Product(s) and such underlying information. Subscriber further agrees that Licensor will not be liable to Subscriber or any third party for any trading, investment or commercial decisions made in reliance on the Licensed Product(s) or such underlying information.

## Term

This Agreement shall continue in full force and effect for the Term of License specified in the Order Confirmation Form unless earlier terminated as provided herein.

If Licensor reasonably believes at any time that Subscriber has breached this Agreement, Licensor may deliver written notice to Subscriber specifying such breach in reasonable detail. If within fifteen days after delivery of such notice Subscriber has not cured such breach to the reasonable satisfaction of Licensor, or the parties hereto have not otherwise agreed to amend this Agreement to address such breach, Licensor shall be permitted to terminate this Agreement, in which event Licensor shall not be required to refund any portion of the Subscription Fees to Subscriber or have any other liability to Subscriber.

If Subscriber reasonably believes that (i) Licensor has materially failed to provide Subscriber with access to the Licensed Product(s) or (ii) the scope or quality of the information made available through the Licensed Product(s) has materially diminished due to changes made by Licensor in the Licensed Product(s), Subscriber may deliver written notice thereof to Licensor specifying such deficiency in reasonable detail. If within fifteen days after delivery of such notice Licensor has not cured such deficiency to the reasonable satisfaction of Subscriber, or the parties hereto have not otherwise agreed to amend this Agreement to address such deficiency, Subscriber shall be permitted to terminate this Agreement, in which event Licensor shall refund a pro rata portion of the Subscription Fees to Subscriber (which Subscriber acknowledges shall be the sole liability of Licensor).

Upon expiration or termination of this Agreement for any reason whatsoever, Subscriber shall, within ten (10) days thereafter, take such commercially reasonable action as shall be required to permanently delete the Licensed Products from its information technology systems; provided that Subscriber may retain backup copies of Licensed Products solely as required to comply with any bona fide information technology policy of Subscriber then in effect.

## Indemnification

Licensor shall indemnify Subscriber and hold it harmless against all claims, causes of action, judgments, damages, fines or expenses (including reasonable attorneys' fees) arising from a third-party claim that Subscriber's use of the Licensed Product(s) in accordance with this Agreement infringes upon or otherwise violates such third party's copyright, trademark, patent or other intellectual property rights.

Subscriber shall indemnify Licensor and hold it harmless against all claims, causes of actions, judgments, damages, fines or expenses (including reasonable attorneys' fees) arising from a third-party claim relating to Subscriber's use of the Licensed Product(s), other than any claim for which Licensor expressly has an indemnification obligation hereunder.

The indemnification obligations herein are contingent on a party hereto giving prompt notice of any claim for which it seeks indemnification. An indemnified party shall provide the indemnifying party with reasonable non-monetary assistance in the defense of the claims on which indemnification is sought. The indemnifying party shall have the right to assume the defense of the claim, and the indemnifying party may select counsel of its choice, subject to the approval of the indemnified party, which consent shall not be unreasonably withheld. A party shall not be obligated to indemnify the other in the event the claim for which indemnification is sought arises from the other's gross negligence, willful misconduct or breach of this Agreement.

## Limitation of Liability

Except (i) in the case of fraud or intentional breach and (ii) with respect to a party's indemnification obligations herein, in no event shall either party be liable for any special, indirect, incidental, consequential or punitive damages (including, without limitation, losses or damages for any loss of data, profit, goodwill, anticipated savings, revenue or business), whether based on contract, tort or other legal theory, in connection with, arising out of or relating to this Agreement, the Licensed Product(s) and/or Customer's use of or inability to use the Licensed Product(s).

## Data Protection

The Customer and Licensor agree that the following data protection clause outlines the parties' respective rights and obligations [<https://informa.com/business-intelligence/customer-gdpr-clauses/>]; provided, however, that the data protection clause shall not apply or have force or effect unless Licensor is subject to the provisions of General Data Protection Regulation ((EU) 2016/679) (GDPR) as a result of processing (as defined in the GDPR) Customer Data (as defined in the data protection clause) pursuant hereto.

## Miscellaneous

Any delay in performance of any provision of this Agreement caused by conditions beyond the reasonable control of either party hereto will not constitute a breach of this Agreement, provided that the delaying party has taken reasonable measures to notify the affected party in writing of the delay and uses reasonable efforts to perform in accordance with this Agreement notwithstanding such conditions.

Any amendments of or waivers relating to this Agreement must be in writing signed by both parties hereto.

This Agreement shall not be assignable by either party hereto without the prior written consent of the other party, except that Licensor shall be permitted, without Subscriber's consent, to assign this Agreement to any of its affiliates or in connection with a merger or consolidation involving Licensor or a sale of all or substantially all of Licensor's assets.

If the Customer or any other company or entity that benefits from this Agreement (together the "**Licensees**") merges with or acquires any interest or shares of a third party or any third party merges with or acquires such an interest in any Licensee ("**Transfer**"), the Customer shall promptly notify Licensor in writing of such Transfer and:

(a) this Agreement shall remain in full force and effect;

(b) Licensor may offer the Customer a revised License Fee for all Licensed Products Materials based on, amongst other things, the increased benefit the Customer receives from the Licensed Products due to the enlarged size and nature of the Customer's business following the Transfer ("**Extension Fee**"); and

(c) unless and until the Customer pays the Extension Fee, the Customer agrees (and shall ensure as a primary obligation) that no employee, contractor or other personnel of the relevant third party

shall access, use or benefit in any way from the Licensed Products Materials or shall be deemed to be Authorised User(s) under this Agreement.

It is the intent of the parties that Licensor will receive the Fees net of all applicable taxes including sales, VAT, service or withholding taxes ("**Taxes**"), all of which shall be paid solely by Customer. If, and to the extent that, any Taxes are levied upon, or found to be applicable to the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including any amount necessary to "gross up" for Taxes levied on the increase itself).

This Agreement is governed by and construed in accordance with the laws of the Singapore, without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in courts of Singapore.

In the event of any conflict between the terms of the Order Confirmation Form and these Terms & Conditions, the terms of the Order Confirmation Form shall govern.