

FINBOURNE Terms and Conditions (the "Terms and Conditions")

ATTENTION: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICE. USING THE SERVICE INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE.

1 Our Service

FINBOURNE Technology Limited's ("**FINBOURNE**") service is the supply of the LUSID platform, and updates to it, and the related platform and tools that are developed by FINBOURNE and provided to you (the "**Customer**") during the Term (the "**Software**"), together with the accompanying documentation via an online platform (altogether the "**Service**").

The Service is provided for the duration specified in an applicable ordering document entered into for this Service via the Marketplace (the "**Order**") (the "**Term**").

Accompanying documentation means FINBOURNE's user guides and other end user documentation for the Service ("**Documentation**"). The Documentation is available online on www.Finbourne.com, www.lusid.com or in FINBOURNE's GitHub and may be updated by FINBOURNE from time to time.

Third party services such as websites, platforms, data, content, products, services, and information, including third party applications and data feeds ("**Third Party Services**") may be linked to or exchange data with the Service. FINBOURNE's APIs are written to allow interoperability with Third Party Services, however, FINBOURNE cannot guarantee full interoperability since FINBOURNE are not in control of the Third Party Services or how those services interact with the Service. These Terms and Conditions do not cover such Third Party Services and no warranty or guarantee is given by FINBOURNE in relation to them, including Third Party Services' compliance with any applicable law, accuracy, reliability, quality, or completeness. FINBOURNE do not endorse or approve any information, products or services provided by Third Party Services, and Customer agrees that any access to or use of Third Party Services is solely at Customer's and its Authorised Users' (as defined below) discretion.

Third Party Services for the provision of data feeds and other services may be subject to the terms and conditions of the relevant provider(s) of Third Party Services (the "**Third Party Terms**").

Use of the Service involves the input of certain electronic information by Customer, or on Customer's behalf ("**Customer Data**").

The Service may include the supply of any features or functionality FINBOURNE make available to Customer prior to the commercial release of the feature or functionality. FINBOURNE label these features or functionality as "beta", "experimental", "early access" or a similar designation and Customer is free to use them subject to these Terms and Conditions.

FINBOURNE may update the Software or the Service at any time.

Once Customer has accepted these Terms and Conditions, FINBOURNE will make the Service available to Customer in accordance with these Terms and Conditions and grant Customer a limited, non-sublicensable, non-exclusive, non-transferable right to allow Customer's Authorised Users to access and use the Service for the Term in accordance with the Documentation, solely for internal business purposes.

The Service is subject to the following:

- a) The Service is provided 'as is' without any warranty of any kind including as to fitness for purpose, quality, accuracy of results or availability;
- b) The Service is not provided on the Customer's premises, on the Customer's IT or other systems or on the Customer's network;
- c) FINBOURNE's liability to Customer is excluded or limited (as applicable) (see section 9);
- d) FINBOURNE make no guarantee that the Customer Data will be available after the end of the Term;
- e) FINBOURNE may terminate the Service at any time if FINBOURNE detect or believe that Customer or its Authorised Users are not using the Service for a genuine and honest purpose or in accordance with these Terms and Conditions, including the embargo restrictions set out in section 11; and
- f) Customer may terminate the Service at any time before the end of the Term, but will not receive a refund of any Fees paid in accordance with section 2 below.

2 Fees and Payment

- a) The fees payable by Customer to FINBOURNE will be set out in the Order (the "**Fees**").
- b) All Fees shall be invoiced in their entirety on the date the Service is first provided and in GBP, exclusive of VAT.
- c) Customer shall pay all invoices within thirty (30) days of receipt of the relevant invoice.
- d) Customer shall not be entitled to (i) raise objections to delay the payment of any amount properly due to FINBOURNE under these Terms and Conditions; or (ii) set off, deduct or otherwise withhold any amount properly due to FINBOURNE under these Terms and Conditions.
- e) In the event of non-payment in whole or part of any sum properly due by Customer to FINBOURNE under these Terms and Conditions, FINBOURNE shall be entitled to:
 - a. suspend Customer's and its Authorised Users' access to and use of the Services until such payment is received; and
 - b. charge interest on the outstanding sum unpaid from the due date until the actual date of payment (as well after as before decree or judgment) at a rate equal to 2% per annum above the base rate of Barclays Bank plc.

3 Using the Service

By accessing the Service, Customer represents and warrants that its Authorised Users have read and understood FINBOURNE's [Website Privacy Policy](#) and FINBOURNE's [Cookies Statement](#), provided on the FINBOURNE website, as updated from time to time.

By accessing the Service, Customer represents and warrants that it agrees to comply with, and, where applicable, will ensure that all of its Authorised Users comply with, these Terms and Conditions.

In order to enrol and be granted access to the Service Customer and its Authorised Users must accept these Terms and Conditions, then set up a unique account and User ID and follow the onboarding instructions. Customer may not have more than one User ID per Authorised User. If Customer is signing up to the Service on behalf of a company, access will only be granted to employees, representatives or contractors,

who have been authorised to use the Service for the benefit of the company. Access will only be granted to multiple users from one company at FINBOURNE's discretion.

Once Customer has completed the enrolment process, Customer and, where relevant, any other employees, representatives or contractors who have been authorised to use the Service for the benefit of the company are considered as an "Authorised User". Authorised Users will be provided with only one unique user identification ("User ID") and password and can access the Service by using the User ID and password provided. User IDs and passwords cannot be shared.

For the purpose of these Terms and Conditions, FINBOURNE shall be considered as an Authorised User to the extent that Customer requires FINBOURNE's assistance to access Customer's account to assist with setting it up, with such access as an Authorised User expiring once set up is complete.

If there is an unauthorised use of User IDs and passwords of any of Customer's Authorised Users, Customer will notify FINBOURNE immediately by following the instructions at <http://support.lusid.com>.

Customer confirms as follows:

- a) The person agreeing to these Terms and Conditions has full capacity to agree to these Terms and Conditions, either as an individual or on behalf of the company they represent;
- b) Customer has obtained all authorisations required to use the Service from any governmental or regulatory body and Customer's and its Authorised Users' use of the Service does not violate any laws or regulations of the country in which Customer operates;
- c) Neither Customer nor any of its Authorised Users (where applicable) have been convicted of an offence or is subject to an inquiry that would affect the honest and lawful use of the Service;
- d) Customer is responsible for all activities conducted by its Authorised Users, and third parties gaining access using Customer's User IDs and passwords, whilst using the Service;
- e) Customer will comply with and ensure any of its Authorised Users (where relevant) comply with any applicable terms, conditions, or requirements required by any provider of a Third Party Service, including those contained in any applicable Third Party Terms; and
- f) Customer is responsible for the Customer Data, including its legality, appropriateness, integrity, completeness, reliability, accuracy and quality. FINBOURNE is allowed to remove any Customer Data that it believes breaches these requirements. FINBOURNE shall follow its archiving procedures for Customer Data and, in the event of any loss or damage to Customer Data, Customer's only remedy will be for FINBOURNE to use reasonable endeavours to restore the lost or damaged Customer Data from its back up.

4 Prohibited Use

The following uses and practices are prohibited and any failure to comply with these restrictions will result in termination of the Service. Customer and its Authorised Users:

- a) may not copy, rent, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Software or the Service, or any part thereof, and Customer may not make the Software or the Service available to anyone other than its Authorised Users;
- b) may not send or store in the Service any infringing, illegally obtained or unlawful material;
- c) may not disrupt the integrity or performance of, the Service or data contained therein, or use the Service in any manner that damages, disables, overburdens, or impairs the Software or the Service or interferes with any other party's use of the Service;

- d) may not attempt to gain unauthorized access to the Service, or share credentials with any other party, whether that party is acting on Customer's behalf. For example, Authorised Users may not share their credentials with colleagues or competitors;
- e) may not send to or store in the Service viruses, worms, time bombs, trojans horses or other harmful or malicious code, files, scripts, agents or programs;
- f) may not directly or indirectly, copy, modify, decompile, disassemble, reverse engineer or otherwise attempt to derive or discern the source code or internal workings of the Software (except to the extent permitted by applicable law and in which case Customer agrees, for itself and on behalf of its Authorised Users, to provide notice to FINBOURNE before doing so);
- g) may not access the Service for the purpose of building a competitive product or service or copying its features or interface;
- h) may not use the Service for any purpose or in any manner that is unlawful or prohibited by these Terms and Conditions;
- i) may not automatically or programmatically access the Service or any elements of the Service, including FINBOURNE's websites, including, without limitation, through the use of 'screen scraping'; and
- j) may not use data or any output from the Service in legal proceedings or otherwise as evidence.

5 Evaluation and Feedback

Customer and/or its Authorised Users may, but are not required to, provide FINBOURNE with feedback on the Service. Any such feedback and FINBOURNE's use of it is governed by section 7 (c) below.

6 Data Protection

The parties will comply with all applicable data protection laws and regulations. FINBOURNE collects Customer's and its Authorised Users' name, email address, profile information and phone number in order to enrol Customer and its Authorised Users for the Service, to grant Customer and its Authorised Users access to the Service and to provide Customer and its Authorised Users with instructions on how to use the Service. FINBOURNE will also use Customer's personal data to contact Customer at the end of the Term to enquire about Customer's use of the Service and propose a full subscription agreement for the Service.

Please see FINBOURNE's [Website Privacy Policy](#) for further information regarding FINBOURNE's processing of Customer's and its Authorised Users' personal data.

Except to the extent required to set up an Authorised User, FINBOURNE does not expect to receive any personal data contained within Customer Data. However, to the extent that FINBOURNE receives any personal data contained within Customer Data, Customer is the data controller and FINBOURNE is the data processor of such data and FINBOURNE will comply with FINBOURNE's [Data Processing Agreement](#) in relation to its processing of Customer Data to the extent it contains personal data.

7 Rights, Licenses and Ownership

- a) **Reservation of Rights.** Subject to the limited rights expressly granted in these Terms and Conditions, FINBOURNE reserves all of the right, title, and interest in and to the Software, Service, Documentation and websites and software that comprise the Service, including all of their related intellectual property rights (including as updated, modified and amended during Term). No rights (including intellectual property rights) are granted to Customer or its Authorised Users hereunder other than as expressly set forth in these Terms and Conditions.

- b) Customer Data. Customer owns the Customer Data. Customer grants FINBOURNE a worldwide, limited-term license to host, copy, transmit and display the Customer Data, as reasonably necessary for FINBOURNE to provide the Service in accordance with these Terms and Conditions.
- c) Feedback. FINBOURNE will have all of the right, title and interest in any ideas, suggestions, requests, recommendations, feedback or other information provided by Customer or its Authorised Users relating to features, functionality or operation of the Software or Service. Customer hereby assigns (and where applicable, shall procure that its Authorised Users assign) its right, title and interest in such ideas, suggestions, requests, recommendations, feedback or other information to FINBOURNE upon the creation of such intellectual property rights. FINBOURNE has no obligation to use feedback, and Customer or its Authorised Users have no obligation to provide feedback.
- d) Usage Data. FINBOURNE own the statistical usage data that may be derived from the operation of the Service including configurations, log data, performance results for the service ("Usage Data"). Customer agrees that FINBOURNE may utilise the Usage Data to optimise, improve or otherwise operate FINBOURNE's business, provided that before sharing with a third party, except to the extent specified otherwise in these Terms and Conditions, the Usage Data is de-identified or anonymised, presented in aggregate and does not incorporate any Customer Data nor is used in a manner that will allow third parties to reconstruct any Customer Data. Notwithstanding the foregoing, Customer agrees that FINBOURNE may share the Usage Data that relates to Customer's or its Authorised Users' use of any Third Party Services including data feeds with the providers of such Third Party Services to help such providers optimise or improve their services.
- e) FINBOURNE is a trade mark of FINBOURNE Technology Limited, registered in certain jurisdictions. Customer and its Authorised Users may not use the trade mark without FINBOURNE's express written permission.

8 Confidentiality

- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. It includes technical, business or commercial information. Confidential information does not include information or materials that (a) are generally known to the public or become generally known to the public without breach of any obligation to the Discloser, (b) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation to the Discloser, (c) is received from a third party without breach of any obligation to the Discloser, or (d) was independently developed by the Recipient.
- b) Protection of Confidential Information. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. The Recipient shall not (i) use any Confidential Information of the Discloser for any purpose outside the scope of these Terms and Conditions, except with the Discloser's prior written permission, or (ii) disclose or make the Discloser's Confidential Information available to any party, except those employees, contractors, and agents that are subject to confidentiality obligations substantially similar to those set out here and have a "need to know".
- c) Compelled disclosure. The Recipient may disclose Confidential Information of the Discloser to the extent compelled by law to do so, provided the Recipient gives the Discloser prior notice of the compelled disclosure, and reasonable assistance (at the Discloser's expense) if the Discloser wishes to contest the disclosure.

9 Limitation of Liability

- a) Subject to section 9(e) below, FINBOURNE's maximum aggregate liability under or in connection with Customer's and its Authorised User's use of the Service and Software or Customer's exercise of any of the rights granted in these Terms and Conditions or otherwise under these Terms and Conditions, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed GBP 25,000.
- b) Except as expressly and specifically provided in these Terms and Conditions, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms and Conditions.
- c) If FINBOURNE is in breach of its obligations under these Terms and Conditions, Customer may end its use of the Service with no liability except as stated below.
- d) Customer will be fully liable to FINBOURNE for any damages arising out of Customer's use of the Services and agrees to indemnify and hold FINBOURNE harmless in respect of any claims against FINBOURNE or loss suffered by FINBOURNE as a result of any breach by Customer of these Terms and Conditions or any negligence or wilful misconduct on Customer's part.
- e) Notwithstanding the above, nothing in these Terms and Conditions shall exclude or limit either party's liability for death or personal injury resulting from its negligence, in relation to its fraud or fraudulent misrepresentation or for any other liability that cannot be excluded or limited by applicable law.

10 Term and Termination

These Terms and Conditions are effective for the duration of the Term. FINBOURNE may terminate Customer's and its Authorised Users' access to the Software, Service or Documentation at any time, either on written notice to Customer, or by disabling Customer's and its Authorised Users' credentials without notice. At the end of the Term if Customer does not enter into a paid subscription or on being informed that its access to the Service has been terminated, Customer agrees, for itself and on behalf of its Authorised Users, to immediately destroy and purge all data and Documentation within its or its Authorised Users' possession or control and promptly certify to FINBOURNE in writing of having done the same.

11 General

- a) These Terms and Conditions may be amended by FINBOURNE at any time by giving Customer notice of the amendment. Customer's continued use of the Service after an amendment of the Terms and Conditions indicates Customer's acceptance of the amendments.
- b) These Terms and Conditions are the entire agreement between FINBOURNE and Customer in relation to the Service (unless otherwise expressly agreed) and any prior representations relating to the Services are superseded by these Terms and Conditions.
- c) If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of these Terms and Conditions.
- d) All provisions of the Terms and Conditions survive termination including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- e) These Terms and Conditions are governed by, and are to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, these Terms and Conditions.

- f) FINBOURNE's failure to exercise or enforce any right or provision of these Terms and Conditions does not constitute a waiver of such rights or provisions.
- g) Nothing in the Terms and Conditions shall confer or purport to confer on any other third party, any benefit or the right to enforce any term of the Terms and Conditions and the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Terms and Conditions.
- h) If Customer or its Authorised Users are located in a country embargoed by the UK or are on the U.S. Treasury Department's list of Specially Designated Nationals, Customer and its Authorised Users (as applicable) will not use or receive any benefit from the Service. Customer and its Authorised Users will not use the Service if they are prohibited from receiving products, services, or software originating from the UK and/or the US.