

TERMS AND CONDITIONS

IT IS AGREED

1 INTRODUCTION

Upon the purchase of the Downloaded Report via the AWS Data Exchange (**Commencement Date**) a binding agreement is formed whereby RFI Group agrees to supply the Services to the Customer on the terms of the Agreement.

2 Definitions and Interpretation

2.1 Defined Terms

In these standard terms and conditions (**Conditions**):

Agreement means the agreement between Customer and RFI Group consisting of these Conditions and any other terms agreed and signed in writing by RFI Group and Customer relating to the Downloaded Report.

Business Day means a day on which banks are open for business in the United Kingdom, other than a Saturday, Sunday or public holiday.

Commencement Date has the meaning given in clause 1.

Confidential Information means:

- (1) the terms of the Agreement;
- (2) any information relating to the business or financial affairs of a party, including a party's product pricing or pricing strategies;
- (3) any trade secret, technical knowledge, concepts, ideas, designs, programs, processes, procedures, innovations, databases, customer lists or information, sales plans or marketing plans, research, software, records, intellectual property or other information of a party;
- (4) any information that would at law be considered confidential information; or
- (5) any information which is designated as confidential by a party, including for the avoidance of doubt as regards RFI Group, RFI survey details.

Customer means the customer entity purchasing the Downloaded Report.

Data Protection Legislation means, as applicable, the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other relevant local laws, relating to the protection of personal data, the privacy of individuals and the privacy of electronic communications.

Developed IP has the meaning given in clause 7.1(2).

Downloaded Report means the report selected by the Customer on the AWS Data Exchange for use by the Customer.

Existing IP has the meaning given in clause 7.1(1).

Fees means the fees and charges specified on the AWS Data Exchange.

Intellectual Property means all patents, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, databases and rights in data, know-how, logos, designs, circuit layouts, trade marks, domain names, business names, copyright and similar industrial or intellectual property, whether or not now existing, and whether or not registered or unregistered.

Intellectual Property Rights means all intellectual property rights including all rights in the Intellectual Property, any right to have Confidential Information kept confidential, and any application or right to apply for registration of any of these rights.

Maximum Liability Amount means the Fees actually paid by Customer to RFI Group for the Downloaded Report in the 12 month period immediately preceding the event giving rise to a claim.

RFI Group means the RFI Group entity registered with the AWS Data Exchange.

Services means the provision of the Downloaded Report.

3 RFI Group's obligations

RFI Group will:

- (1) perform the Services with due care, skill and judgement, in a proper workmanlike manner, and in accordance with all applicable laws; and
- (2) ensure that only suitably qualified and experienced personnel perform the Services.

For the avoidance of doubt, RFI Group will not be responsible for:

- (1) anything caused by failure by Customer to comply with the Conditions; or

- (2) anything that does not relate to the Services provided under this Agreement.

4 Customer's obligations

- (1) Customer must provide or give RFI Group all assistance and timely access (physical and electronic) to all information as reasonably required by RFI Group to enable it to perform the Services and meet its obligations under the Agreement.
- (2) If RFI Group is required to attend a site for or on behalf of Customer, then Customer must provide RFI Group with (or in the case of a third party site, procure for RFI Group) a safe and clean working environment; and facilities and equipment sufficient to enable RFI Group to meet its obligations under the Agreement.

5 Fees, Payment and Invoicing

- (1) The Fees will be invoiced and paid in accordance with the AWS Data Exchange terms and conditions.
- (2) All Fees and charges payable pursuant to the Agreement are exclusive of any and all relevant taxes, including sales tax, which shall be payable by the Customer at the rate and in the manner for the time being prescribed by law.

6 Confidentiality

- (1) Each party acknowledges that in the course of their association with each other they will have access to Confidential Information.
- (2) Each party will, and will procure that their respective employees and contractors:
 - (a) treat all Confidential Information as confidential and not make public or disclose to any other person that Confidential Information without the prior written consent of the other party except where required by law or to a party's professional advisers and insurers;
 - (b) take reasonable steps to prevent third parties from gaining access to Confidential Information; and
 - (c) immediately return all of the other party's Confidential Information (including all copies) upon request.
- (3) The provisions of clause 6 shall not apply to;
 - (a) any information in the public domain otherwise than by breach of this Agreement;
 - (b) information in the possession of the receiving party thereof before disclosure by the disclosing party;
 - (c) information obtained without restriction from a third party; and
 - (d) information developed by the receiving party without any reference or regard to the disclosing party's Confidential Information.
 - (e) The Customer permits the RFI Group to identify the Customer as a client and grants the RFI Group a perpetual, non-exclusive, royalty-free and non-transferable licence to use the Customer's logo, name and branding on the RFI Group website and in any marketing and publication materials.

7 Intellectual Property and Rights in Data

7.1 Existing Intellectual Property

- (1) The Intellectual Property Rights owned or controlled under licence by each party before the Commencement Date remain the property of that party (**Existing IP**) and nothing in this Agreement transfers a party's interest in that party's Existing IP to the other party.
- (2) Without limiting clause 7.1(3), Customer acknowledges and agrees that the Intellectual Property Rights in any ideas, concepts, techniques or materials (including software, data, text, words, graphics, logos, artwork, audio, video or software) developed by or for RFI Group in the course of producing or performing a Service, remain the sole property of RFI Group (**Developed IP**).
- (3) Subject to Customer paying all Fees payable to RFI Group under this Agreement, RFI Group grants to Customer a non-exclusive, revocable, royalty free and non-transferable, non-sublicensable licence to use the Developed IP to the extent incorporated in a Service and necessary to obtain the benefit of the Services, use the Service and to comply with its obligations under this Agreement.
- (4) Subject to clause 8, and only with prior written permission from RFI Group, the Customer may use the findings from the Service for external media, third party meeting, institutional updates, PR and marketing as well as for internal strategy and insight purposes, but, in doing so, must quote "Source: RFI Group" when using any graphs

or charts and “Global business intelligence provider, RFI Group” for text quotes. However, the Customer must not distribute the Developed IP (or part thereof) outside of the Customer’s business nor republish it under the Customer’s brand names.

7.2 Third Parties

Third party Intellectual Property Rights will remain the property of such third party.

8 Non-Competition and Non-Solicitation

During and up to the period of 12 months after the expiry or termination of this Agreement or the date on which the Services have been performed or provided (whichever is the first to occur), the Customer must not:

- (1) use information (including Confidential Information), product knowledge or experience gained from RFI Group to engage in any activity to the detriment of, or in direct competition with RFI Group. This means that the Customer must not:
 - (a) provide any service in competition to the Service, either directly or indirectly, to any RFI Group customer or subsidiary of any RFI Group customer; or
 - (b) provide the same or similar service to any other organization which is specifically engaged in providing products or services in competition to the products or services of RFI Group; or
- (2) solicit or endeavour to entice away from RFI Group any employee of RFI Group or any contractor engaged by RFI Group at any time without the prior written consent of RFI Group.

9 Limitation of Liability

- (1) Every reasonable effort will be made to verify all work undertaken during this project. Please note that the findings, conclusions and recommendations that RFI Group delivers will be based on information gathered in good faith from both primary and secondary sources, whose accuracy RFI Group are not always in a position to guarantee. As such RFI Group can accept no liability whatever for actions taken based on any information that may subsequently prove to be incorrect.
- (2) The information and comment available to you comes from a wide range of sources and does not necessarily represent the views or policies of RFI Group.
- (3) Neither party limits its liability (if any) to the other for: personal injury or death resulting from negligence; fraud; or any matter for which it would be illegal to exclude or to attempt to exclude its liability.
- (4) Subject to clause 9(3), RFI Group’s liability (if any) for breach of any warranty, guarantee or condition, which cannot be lawfully excluded but can be lawfully limited is limited to and completely discharged, at the option of RFI Group to:
 - (a) in the case of goods, by either: the supply by RFI Group of equivalent or replacement goods; or RFI Group repairing or paying the cost of repairing the goods; and
 - (b) in the case of advice or Services, by supplying or paying the cost of supplying the advice, or Services again.
 - (c) Except as otherwise expressly set out in this Agreement, RFI Group makes no representation, warranty, or guarantee as to the Services. All conditions, representations and warranties implied by statute or common law are hereby disclaimed by RFI Group to the maximum extent permitted by applicable law, including without limitation those of merchantability or fitness for a particular purpose.

9.2 Consequential loss

Subject to clause 9(3), under no circumstances will RFI Group be liable to Customer on account of any claim (whether based in contract, negligence or other tort, breach of any statutory duty or otherwise) for any special, consequential, indirect, incidental or exemplary damages, or for any loss of profits, revenue, interest, goodwill, loss or corruption of data or for any loss of or interruption to Customer’s business, or for any damages or sums paid by Customer to third parties, even if RFI Group has been advised of the possibility of such damages.

9.3 Maximum Liability

Subject to clause 9(3) but otherwise without prejudice to any other provision of the Agreement limiting RFI Group liability, RFI Group’ total

liability of any kind whatsoever under or connection with this Agreement, will not exceed the Maximum Liability Amount.

10 General

10.1 Entire Agreement

This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior negotiation, arrangement, understanding or agreement with respect to that subject matter, including any term of this Agreement.

10.2 Nature of engagement

RFI Group is engaged by Customer as an independent contractor. Nothing in this Agreement creates a relationship between the parties of employer and employee, principal and agent, partnership or joint venture.

10.3 Variation

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

10.4 Assignment

- (1) Except to a related body corporate, the Customer may not assign or otherwise transfer its rights under the Agreement without the prior written consent of RFI Group.
- (2) RFI Group may sub-contract or delegate the performance of all or part of the Services to subcontractors. RFI Group will not be relieved of any of its liabilities or obligations under this Agreement if it sub-contracts all or part of the Services.

10.5 Severance

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability, but will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

10.6 Execution by Counterparts and Electronic Execution

This Agreement may be executed:

- (1) in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement; and
- (2) by any generally accepted and lawful form of electronic signature including DocuSign. A party who receives an electronic signature may assume that the execution was validly and lawfully performed.

10.7 No Waiver

A party’s failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

10.8 Governing Law and Dispute Resolution

- (1) This Agreement shall be governed in all respects by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts in respect of any contractual or non-contractual disputes.
- (2) The parties agree that if there is a dispute they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management and then, if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation.

11 Data Protection

Each Party undertakes, where applicable, to comply fully with the Data Protection Legislation and all other applicable laws and regulations (including guidance and codes of practice) relating to data protection and the processing of personal data and privacy (and any subsequent amendment, re-enactment, consolidation or replacement thereof or implementing legislation) in effect in any relevant territories from time to time and all generally acknowledged international data security principles.