



FRAMEWORK AGREEMENT

This Agreement is between BMLL Technologies Limited a company incorporated in England whose registered address is the Scalpel, 18th Floor, 52 Lime Street, London, United Kingdom, EC3M 7AF (“BMLL”), and you, the subscriber accessing the Solutions via the AWS Marketplace (the “Customer”).

- (A) Customer wishes BMLL to provide it and, where applicable, its Affiliates and BMLL agrees to provide Customer and, where applicable, its Affiliates with certain data, software and/or services specifically subscribed for by Customer under the Product Specification, as may be amended or supplemented from time to time by mutual agreement of the parties.
- (B) This Agreement provides the general terms and conditions under which those data, software and/or services are provided to Customer or, where expressly permitted, its Affiliates. Accordingly, the terms and conditions set out herein are incorporated by reference into the Product Specification and shall apply to all products and services in accordance with the terms of this Agreement. The Customer agrees to be bound by the terms of this Agreement when accessing the Solutions via the AWS Marketplace.
- (C) The parties hereby agree that certain Affiliates of Customer may subscribe to the Solutions and that BMLL or certain Affiliates of BMLL may provide the Solutions pursuant to this Agreement where this has been expressly agreed between the parties. In such circumstances, the terms of this Agreement shall apply *mutatis mutandis* to the Solutions provided and references to “Customer” or “BMLL” in this Agreement shall be read to mean the Customer Affiliate or BMLL Affiliate (as applicable) as agreed between the parties in writing.

1. DEFINITIONS AND INTERPRETATION.

- 1.1. “**Access Methods**” means login access codes, user names and/or passwords, or any combination thereof for the Solutions provided by BMLL.
- 1.2. “**Affiliate**” means, in relation to Customer, any direct or indirect parent companies(s) of Customer and any of its or their subsidiary or affiliated companies or corporations, joint ventures and partnerships and any entity, present or future, directly or indirectly controlling, controlled by or under common control of or with Customer, where “control” means the ownership of, or the power to vote, at least fifty-one percent (51%) of the voting stock, shares or interests of such entity.
- 1.3. “**Agreement**” means this framework agreement and the Product Specification together with the Third Party Provider Terms.
- 1.4. “**Authorised User(s)**” means Customer, and if applicable its Affiliates, and employees and agents of Customer, and if applicable, its Affiliates, in each case as authorised to use the Solutions pursuant to this Agreement.
- 1.5. “**AWS Marketplace**” means the market aws.amazon.com/marketplace/, as it may be updated by us from time to time.
- 1.6. “**BMLL Property**” means: (a) except as otherwise expressly provided in the Product Specification, all materials, including without limitation information, software or processes, forming part of the Solutions; (b) all information, processes, analytics, materials, techniques and technologies of or created or provided by BMLL pursuant to this Agreement, including any algorithms, analyses, aggregated data, data, trade marks, copyrights, databases, domain names, Documentation, formats, forecasts, formulae, information, inventions, know-how, methodologies, models, schema, feed formats, tools, software (including all source code and object code), trade secrets, valuations, websites, programs; (c) any and all enhancements, updates, or modifications to any of the foregoing and any component thereof or of any derivative work which comprises any of the foregoing; and (d) all intellectual property and proprietary rights associated with (a) through (c) above.
- 1.7. “**Commencement Date**” means the date on which the Customer first accesses the Solutions on the AWS Marketplace.
- 1.8. “**Confidential Information**” means any information whether in oral or written form that by its nature, a recipient knows is, or a reasonable person would consider to be, confidential or proprietary, including business or technical information and the terms of this Agreement. Without limiting the generality of the foregoing, BMLL’s Confidential Information includes Solutions, and Customer’s Confidential Information shall include Customer Information but excludes the content of any or all of the Solutions and any information made available to and/or to be used by BMLL or its Affiliates in accordance with any other agreements in place with the Parties.
- 1.9. “**Charges**” means the amount Customer will pay to BMLL for the Solutions as indicated in the Product Specification.
- 1.10. “**Customer Information**” means any confidential or proprietary information/data provided by Customer to BMLL to enable BMLL to perform its obligations or exercise its rights under the Agreement.

- 1.11. **"Data"** means the data, materials and information provided in respect of each Data Product.
- 1.12. **"Data Product(s)"** means the various data sets, materials, information and BMLL Property or deliverables provided by BMLL and/or its Third Party Providers to Customer under the Product Specification.
- 1.13. **"Delivery"** means all equipment, facilities and/or connections necessary to enable transmission or delivery of the Solutions.
- 1.14. **"Documentation"** means, if applicable, the materials, user guides, and manuals made available to Customer from time to time in connection with the Solutions.
- 1.15. **"Force Majeure Event"** means any circumstance not within a Party's reasonable control, including: acts of God, fire, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil commotion or riots, threat of or preparation for war, war, armed conflict, cyber attack, any law or any action taken by a government or public authority, including imposing an export or import restriction, restriction on the movement of goods or people, quota or prohibition, imposition of sanction, embargo, or breaking off of diplomatic relation; any labour or trade dispute, strike, industrial action or lockout (other than in each case by the personnel of the Party seeking to rely on clause 11.10, or the Party's Affiliates); non-performance by supplier or subcontractor due to any of the causes listed in this clause (other than by Affiliates of a Party); and interruption or failure of utility service or communication network.
- 1.16. **"Good Industry Practice"** means, in relation to any particular circumstances, the degree of skill, diligence, prudence, and operating practice which would reasonably and ordinarily be expected from a reasonably skilled and experienced provider of equivalent services and/or data of a similar type to that provided pursuant to this Agreement under the same or similar circumstances and conducted in accordance with all laws and regulations applicable as provider of the Solutions.
- 1.17. **"Initial Term"** has the meaning given to it in clause 2.
- 1.18. **"Internal use"** or use for **"internal business purposes"** or **"internal purposes"** means use by Customer in its internal operations as may be permitted and further restricted in the Product Specification but shall not include or permit Customer: (a) to use all or any part of Solutions licensed under the Product Specification to provide any service or product to any third-party (including its Affiliates unless otherwise expressly permitted in the Product Specification); or (b) to give or allow access to, or to otherwise provide, all or any part of such Solutions in any manner whatsoever to any third-party (including its Affiliates unless otherwise expressly permitted in the Product Specification).
- 1.19. **"Product Specification"** means Annex 1 of this Agreement which sets out the Solutions being licensed, the license term, Charges, expenses, and/or any special terms and conditions.
- 1.20. **"Renewal Term"** has the meaning given to it in clause 2.
- 1.21. **"Solutions"** means, where applicable Data Product(s) and/or service(s), in each case including anything contained therein or provided in connection therewith and any portion thereof.
- 1.22. **"Term"** means the Initial Term and Renewal Term(s).
- 1.23. **"Third Party Providers"** means third-parties providing data, software, information technology systems, any other deliverable or intellectual property to BMLL to enable BMLL to provide the Solutions including without limitation exchanges, data providers and software licensors.
- 1.24. **"Third Party Provider Terms"** means the additional terms prescribed by Third Party Providers available at: <https://bmlitech.com/third-party-provider-terms>, as updated from time to time.
- 1.25. Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders, and words denoting persons include firms and corporations and vice versa.
- 1.26. Unless otherwise stated, a reference to a clause or schedule is a reference to a clause of or schedule to this Agreement.
- 2. 1.27. Clause headings are for ease of reference only and do not affect the construction of this Agreement.
- 1.28. In the event of any conflict or inconsistency between any provision of this Agreement and the Product Specification , the latter shall prevail, but only to the extent of such inconsistency or conflict.

- 3. **TERM.** This Agreement shall be effective from the Commencement Date, and shall continue in full force for an initial period of twelve (12) months (the **"Initial Term"**) unless and until otherwise terminated in accordance with the terms of this Agreement. At the end of the Initial Term, this Agreement shall automatically renew for consecutive periods of twelve (12) months (each a **"Renewal Term"**), unless either party gives thirty (30) days written notice of termination prior to the end of the Initial Term or Renewal Term (as the case may be).

LICENSE AND USE.

- 3.1. **License.**
 - 3.1.1. Any licence(s) granted to Customer by BMLL shall be detailed in the Product Specification and shall be subject to and contingent upon Customer's compliance with the terms and conditions of this Agreement and the Product Specification . Customer and its Authorised Users may access and use the Solutions in the manner permitted in the Product Specification and, unless otherwise expressly provided therein, solely for Customer's internal use.

- 3.1.2. Customer assumes full liability and responsibility for the acts and omissions of its Authorised Users and will take all reasonable steps to ensure that no unauthorised persons shall have access to any of the Solutions and, with respect to named or specified Authorised Users, maintain an up-to-date list of all such users and make such list available for inspection at BMLL's reasonable request.
- 3.2. **Access Method and Delivery.** Customer shall be solely responsible for Delivery of the Solutions to Customer's own systems strictly via the AWS Marketplace. BMLL shall have no responsibility for any such equipment, facilities or connections. Where Delivery of a particular Solution is provided by way of Access Method, these Access Methods are only for Authorised Users' use and shall not be shared with anyone else. If an Access Method is issued on a named Authorised User basis, then such Access Method is personal to, and for use only by, the named Authorised User to whom it is issued. BMLL reserves the right to cancel without liability to Customer any Access Method and/or assign replacement Access Method to Customer if BMLL (acting reasonably) suspects unauthorised use of any such Access Method.
- 3.3. **Security and Passwords.**
- 3.3.1 Customer shall ensure that the Solutions are kept secure and in an encrypted form, and shall use the best available security practices and systems applicable to the use of the Solutions to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Solutions.
- 3.3.2 Where BMLL uses security features in relation to the Solutions (wholly or in part), the security features must, unless BMLL notifies Customer otherwise, be kept confidential and not lent, shared, transferred or otherwise misused.
- 3.3.3 If Customer becomes aware of any misuse of any Solutions, or any security breach in connection with this Agreement that could compromise the security or integrity of the Solutions or otherwise adversely affect BMLL or if Customer learns or suspects that any security feature has been revealed to or obtained by any unauthorised person, Customer shall, at Customer's expense, immediately notify BMLL and fully co-operate with BMLL to remedy the issue as soon as reasonably practicable. Customer agrees to co-operate with BMLL's reasonable security investigations. BMLL may change security features on notice to Customer or its Authorised Users for security reasons.
- 3.4. **Website Terms of Use.** In addition to the terms and conditions of this Agreement, Customer's access to and use of the BMLL website(s) or any Solutions shall be in accordance with any "Website Terms of Use" contained therein; provided, that to the extent any terms in such "Website Terms of Use" are inconsistent with or conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- 3.5. **Third Party Provider Terms.** Where under the Product Specification the Customer receives certain services provided by a Third Party Provider, the Customer acknowledges and agrees that: (a) the Third Party Provider Terms shall apply and be binding on the Customer, its Affiliates and its Authorised Users; and (b) the relevant Third Party Provider shall have the right to enforce any such provision directly against the Customer, its Affiliates and its Authorised Users. To the extent any terms in such Third Party Provider Terms are inconsistent with or conflict with the terms and conditions of this Agreement, the terms and conditions of such Third Party Provider Terms shall prevail.
- 3.6. **Use Restrictions.** Neither Customer nor its Authorised Users shall use the Solutions in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor its Authorised Users may, or may attempt to (a) modify, alter, tamper with, repair, or otherwise create derivative works of any BMLL Property or Third Party Providers' content included in the Solutions (except to the extent the Product Specification expressly permits the creation of derivative works); (b) reverse engineer, disassemble, or decompile the Solutions or apply any other process or procedure to derive the source code of any software included in the Solutions. This explicitly includes the prevention of Customers attempting to access temporary credentials. The access of temporary credentials by the Customer or its Authorised Users is deemed a breach of contract; (c) use any Solutions outside the ordinary internal business purposes of Customer (except to the extent the Product Specification expressly permits any other use); (d) publish any portion of the Solutions (including without limitation Data) to any third parties including on external website; (e) remove any copyright notices, proprietary markings, trademarks or tradenames of BMLL from the Solutions; (f) redistribute the Solutions, including without limitation Data or derived data (wholly or in part) to any third party, except as set out in the manner set out in the Product Specification ; (g) access or use the Solutions in a way intended to avoid incurring fees or exceeding usage limits or quotas; (h) resell or sublicense the Solutions; (i) use the Solutions for any illegal or unlawful purpose or in a manner which is competitive with or which would create a functional substitute for any Solutions; (j) violate any applicable local, state, national or international law, statute, ordinance, rule or regulation, including any of the foregoing relating to competition or antitrust matters; or (k) infringe, violate, breach or otherwise contravene any rights of BMLL, its Affiliates or any third-party (including any third party), including any copyright, database right, trademark, patent, right of confidence or any other proprietary or intellectual property right in connection with any of the Solutions. Customer will not assert, nor will Customer authorise, assist, or encourage any third party to assert, any intellectual property infringement claim regarding any Solutions Customer has used. Neither party will misrepresent or embellish the relationship (including by expressing or implying that BMLL supports, sponsors, endorses, or contributes to Customer or Customer's

business endeavours). Customer will not imply any relationship or affiliation between BMLL and Customer except as expressly permitted in writing by BMLL or refer to any of the Solutions or any trademark or copyright notice used in relation thereto, in a way which does or may imply (i) that any Solutions form part of the services or products offered to Customer's clients, or (ii) that BMLL is responsible for the accuracy or quality of the services or any other information or data that Customer provides to its clients.

- 3.7. **Modification.** The Solutions are subject to modification (including addition, alteration or deletion) by BMLL: (a) to reflect statistical, technical, administrative, market-based or other changes that BMLL determines in its sole discretion, acting in good faith, are required or desirable; (b) to comply with the requirements of BMLL's Third Party Providers; or (c) in connection with any legal, regulatory or market-based changes that BMLL determines in its sole discretion, acting in good faith, may affect such Solutions.

CHARGES, PAYMENT, AND TAXES.

- 4.1. All charges shall be invoiced monthly in advance by BMLL to Customer in accordance with this Agreement, to the Customer's invoicing contact as set out below:

4.

Name / Department:	
Position:	
Email:	
Telephone:	

- 4.2. Unless otherwise agreed, all invoices shall be due within thirty (30) days of invoice by Customer without set-off, withholding or deduction. Interest at the lesser of the statutory rate and the highest rate permitted by law may be applied to any undisputed invoices that are not paid by Customer within this time frame.

- 4.3. All sums due to BMLL under this Agreement are exclusive of Value Added Tax or any other relevant local sales taxes, which, if applicable shall be charged at the prevailing rate in accordance with the relevant local regulations in force at the time of making the relevant taxable supply. Customer will pay to BMLL or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added, withholding or similar taxes payable (including any penalties, interest or similar charges in lieu of failure to timely pay) under this Agreement so that after payment of such taxes the amount BMLL receives is not less than the Charges.

- 4.4. Unless otherwise stated in the Product Specification, BMLL reserves the right to modify the Charges by providing at least sixty (60) days' prior written notice to the Customer before the beginning of any renewal term. The charges relating to Third Party Providers' content may be subject to change at the discretion of Third Party Providers such as exchanges with a minimum of thirty (30) days written notice to Customer at any time.

5. 4.5. The Charges to be paid by Customer to BMLL under this Agreement and each applicable Order are based on the type, scope and extent of the Solutions, and rights thereto, as agreed by Customer. If Customer wishes to obtain a broader license in respect of additional rights or Solutions, Customer shall contact BMLL to discuss the various licensing options.

INTELLECTUAL PROPERTY.

- 5.1. As between BMLL and Customer, BMLL (or its Affiliates or Third Party Providers) owns the Solutions, and Customer owns Customer Information. If Customer provides BMLL with suggestions and/or feedback, BMLL may use such suggestions and/or feedback without any obligation to Customer. Customer acknowledges that the Solutions shall not be considered works for hire, and were developed, compiled, prepared, revised, selected and arranged by BMLL, its Affiliates and/or Third Party Providers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money. The Solutions constitute valuable intellectual property and trade secrets of BMLL (or its relevant Affiliates or Third Party Providers as the case may be), the unauthorised disclosure, use or dissemination of which would cause irreparable harm to BMLL (or its relevant Affiliates or Third Party Providers as the case may be).

- 5.2. Customer acknowledges that Third Party Providers may have rights in the software, data or information forming part of or comprising the Solutions and agrees to comply with any restriction or condition imposed by Third Party Providers relating to

such software, data or information as notified by BMLL or such Third Party Providers. As part of such compliance, Customer may be required to enter into a separate agreement with BMLL or a Third Party Provider in order to receive or continue to receive such data or services. Such restrictions and notice may be provided at a site provided by BMLL and/or supplied within the Solutions, an Order, or directly by the Third Party Provider.

- 5.3. Customer agrees that, as a reasonable protection of the proprietary rights in the Solutions and to avoid any breach of BMLL's obligations to Third Party Providers, any dissemination or distribution of data or information identical to or derived from any of the Solutions shall (other than as permitted expressly under this Agreement) be deemed a material breach of this Agreement and the Product Specification.

CONFIDENTIAL INFORMATION.

- 6.1. Each Party (a "**Recipient**") will keep confidential the Confidential Information of the other Party (the "Discloser"), using the same degree of care it uses to protect its own information of like nature, but in no event less than a reasonable degree of care. Recipient will use Discloser's Confidential Information internally solely for the purpose of performing its obligations and/or receiving the benefit of its rights in accordance with the terms of this Agreement or as may be agreed upon in writing by Discloser. Recipient shall not (without the prior written consent of the Discloser) disclose any Confidential Information to any person other than its (and, in the case of BMLL, its Affiliates' and Third Party Providers') employees, officers, accountants and/or legal advisors, who in each case have a need to access such Confidential Information for Recipient to perform its obligations and/or receive the benefit of its rights under the Agreement and who are subject to binding use and disclosure restrictions at least as protective as those described in the Agreement (collectively, "Representatives").
- 6.2. Each Party assumes full liability and responsibility for the acts and omissions of its Representatives with respect to such Confidential Information and their compliance with the confidentiality obligations herein.
- 6.3. Confidential Information does not include information that: (a) is now or subsequently becomes public knowledge through no breach on the part of Recipient or its Representatives; (b) Recipient can demonstrate was rightfully in its possession without any obligation of confidentiality before receipt from Discloser; (c) Recipient independently develops without using any Confidential Information of the Discloser; or (d) Recipient obtains from a third-party without any obligation of confidentiality.
- 6.4. Recipient may disclose Discloser's Confidential Information to the extent required by applicable law or any judicial or government request or order if (i) Recipient gives (where allowed by law to do so) prompt written notice to Discloser to give Discloser the opportunity to prevent disclosure or protect Discloser Confidential Information, (ii) the Recipient making such disclosure shall reasonably cooperate with any efforts by the Discloser to seek confidential treatment of the information to be disclosed by the Recipient and (iii) no such information shall otherwise be divested of its status, either retroactively or thereafter, as Confidential Information except to the extent otherwise required by law.

DISCLAIMER AND LIMITATION OF LIABILITY.

- 7.1. Neither BMLL nor Customer exclude or limit liability to the other for: (a) death or personal injury caused by its negligence; (b) fraud; or (c) any other liability which cannot lawfully be excluded.
- 7.2. Customer agrees that Solutions under this Agreement are "AS IS" and to the maximum extent allowed by law, neither BMLL, its Affiliates nor any Third Party Provider makes any representation, warranty, condition or undertaking, whether express, implied, statutory or otherwise, relating to (a) the Solutions or the results obtained in using them; or (b) any documentation or materials provided or made available under this Agreement, including their merchantability or fitness for any particular purpose' or (ii) their continuity, accuracy, timeliness or completeness. Customer has not relied upon any representation, warranty, condition, or undertaking (express or implied) made by BMLL, its Affiliates or any Third Party Provider, except those set out in this Agreement.
- 7.3. Neither BMLL, its Affiliates nor any Third Party Provider shall in any way be liable to Customer, whether in contract (including under an indemnity), in tort (including negligence), under a warranty (express or implied), under statute or otherwise, in respect of any loss or damage suffered by Customer or any Affiliate or client of Customer arising in respect of, or in connection with (a) any inaccuracy, error or omission, regardless of cause, in any of the Solutions; or (b) any advice, opinion, recommendation, guidance, forecast, judgment, publication, conclusion or any course of action (or inaction) of Customer or any Affiliate or client of Customer, made or taken in reliance of, or based on, any of the Solutions.
- 7.4. BMLL shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for: (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill; (b) any loss or corruption (whether direct or indirect) of data or information; loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 7.5. Except for each Party's indemnification obligations under clause 8, the maximum liability of BMLL, its Affiliates and Third Party Providers to Customer for all claims under this Agreement and the Product Specification, whether in contract, in tort (including

negligence), under a warranty (express or implied), under statute or otherwise, will be limited to financial compensation up to a sum not to exceed GBP50,000 in aggregate.

- 7.6. In the event of a breach or threatened breach of any of the provisions of this Agreement or an Order by either Party, its Affiliates, or any of its Authorised Users; the other Party shall be entitled to seek injunctive relief to enforce the provisions of this Agreement or the relevant Order, but nothing herein shall preclude such Party from pursuing any other action or remedy.

INDEMNIFICATION.

8.1. By BMLL.

8.1.1. Except as otherwise expressly set forth in the Product Specification, BMLL will indemnify, defend and hold harmless Customer (and its Affiliates that are covered by the applicable Solutions license) and their respective directors, officers, agents, employees, successors and permitted assigns ("**Customer Indemnitees**") from and against any claim, suit or proceeding by a third-party alleging that the provision of the Solutions by BMLL, when used by Customer in accordance with the terms of this Agreement, infringes any patent, trade secret, copyright or other proprietary rights of such third-party ("**Customer Infringement Claim**") and will (a) indemnify and hold harmless Customer Indemnitees from any damages (and related and reasonable attorney's fees) awarded by a court in favor of a third-party arising from such a Customer Infringement Claim; or (b) pay the sum agreed upon by BMLL in settlement of such Customer Infringement Claim in accordance with clause 8.3 below.

8.1.2. BMLL will have no liability under this Agreement for any Customer Infringement Claim arising from: (a) access, distribution or other use of the Solutions in breach of the Agreement ; (b) modification of the Solutions (including the combination of any of the same with any other services, software or data) not specifically authorised in writing by BMLL or made in accordance with the Documentation; (c) use of a version of the Solutions other than the then-current version, if the infringement would have been avoided by use of the then-current version; (d) compliance with protocols, designs, plans, or specifications furnished by or on behalf of the Customer; or (e) any action against Customer asserting that the Solutions infringe any rights over a technology, method or invention that is in such widespread unlicensed or freely or openly licensed use by third-parties as to be reasonably considered a fundamental public domain element.

8.1.3. If any of the Solutions are held by a court of competent jurisdiction or believed by BMLL to infringe, BMLL may choose, at its sole expense, (a) to modify the Solutions so that they are non-infringing; (b) to replace the Solutions with non-infringing and functionally equivalent Solutions; (c) to obtain a license for Customer to continue to use the Solutions; or, if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the Order for the infringing Solutions and refund Charges paid for such infringing Solutions in the case of provision of a subscription, prorated from the date of the Customer Infringement Claim. This clause 8.1 states the entire liability of BMLL and Customer's sole and exclusive remedy for any infringement of third-party proprietary rights of any kind.

8.2. By Customer.

8.2.1. Customer will indemnify, defend and hold harmless BMLL, its Affiliates and Third-Party Providers, and each of their respective directors, officers, employees, successors and permitted assigns ("**BMLL Indemnitees**") from and against any claim, suit or proceeding by a third-party alleging that Customer Information and/or material, data, methodologies, software, information and/or equipment provided by Customer to BMLL or its Affiliates in connection with the BMLL Solutions infringes or misappropriates any patent, trade secret, copyright or other proprietary rights of such third-party ("**BMLL Infringement Claim**") and will (a) indemnify and hold harmless BMLL Indemnitees from any damages (and related and reasonable attorney's fees) awarded by a court in favor of a third-party arising from such an BMLL Infringement Claim; or (b) pay the sum agreed upon by Customer in settlement of such BMLL Infringement Claim in accordance with clause 8.3 below. If Customer Information and/or such material, data, methodologies, software, information and/or equipment provided by Customer to BMLL is held or is reasonably believed by BMLL to infringe, BMLL will cease using it and will not be liable to Customer for any breach of the Agreement for which the Customer Information was provided.

8.2.2. Customer will indemnify, defend and hold harmless BMLL Indemnitees for any losses, liabilities, damages, cost (including reasonable attorneys' fees) and expenses arising as a result of: (a) any claim, suit or proceeding brought by any third-party against any BMLL Indemnitees in connection with any third-party's access or use of any Solutions (or data or Customer services or products created, enhanced or derived therefrom or in connection therewith) permitted or provided by Customer or its Affiliates (regardless of whether BMLL granted consent for such use); or (b) any use of Solutions in breach of the terms of this Agreement and/or an Order.

- 8.3. The indemnification obligations of each Party under this clause 8 are contingent upon the indemnified Party providing to the indemnifying Party: (a) prompt written notice of the alleged claim (save that failure to provide such notice will not excuse the indemnifying Party's from its indemnity obligations and duties to defend, except to the extent that the indemnifying Party's ability to defend or settle the relevant claim is actually prejudiced by such failure); (b) the right to sole control of the defense

or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the indemnifying Party's expense. If the indemnified Party chooses to participate in proceedings and/or be represented by counsel, it will be at the indemnified Party's sole cost and expense. The indemnifying Party shall not enter into any settlement or compromise of any such claim, or make any attribution of fault or wrongdoing to, or admission on behalf of, the indemnified Party that would impose on them any liability or obligation without the indemnified Party's prior written consent.

TERMINATION.

- 9.1. BMLL may terminate this Agreement and cancel or withdraw any of the Solutions provided pursuant to it:
 - (a) in the event of a material breach by Customer of any of the provisions of this Agreement and (where the breach is capable of being remedied) that breach has not been remedied within thirty (30) days' after its receipt of written notice thereof;
 - (b) upon the occurrence of Customer having a receiver or administrator appointed, passing a resolution for winding up or a court of competent jurisdiction making an order to that effect, becoming subject to an administration order, entering into a voluntary arrangement with its creditors or anything equivalent to the foregoing occurring under national or local law, except where for the purposes of a solvent and bona fide amalgamation or reorganization; or
 - (c) upon any change of control of Customer or its relevant Affiliates (whether by merger, stock transfer or otherwise) or any sale, lease or other transfer of all or substantially all of the assets of Customer or its relevant Affiliates.
- 9.2. Customer may terminate the Agreement and cancel its access to the Solutions provided pursuant to it:
 - (a) in the event of a material breach by BMLL of any of the provisions of the applicable Order and (where the breach is capable of being remedied) that breach has not been remedied within thirty (30) days after its receipt of written notice thereof;
 - (b) upon written notice to BMLL at any time that the use of such Solutions (as permitted under this Agreement and the applicable Order) has, pursuant to the judgment of a court of competent jurisdiction or a regulatory agency, become unlawful; or
 - (c) upon the occurrence of BMLL having a receiver, administrative receiver or an administrator appointed, passing a resolution for winding up or a court of competent jurisdiction making an order to that effect, becoming subject to an administration order, entering into a voluntary arrangement with its creditors or anything equivalent to the foregoing occurring under national or local law, except where for the purposes of a solvent and bona fide amalgamation or reorganization.
- 9.3. No termination relieves either Party of any liability incurred prior to such termination, or Customer's payment obligation for unaffected Solutions. Upon the termination of this Agreement, all Charges and expenses owed by Customer through the date of termination automatically and immediately become due and payable.
- 9.4. BMLL is entitled to suspend with immediate effect the license to any of the Solutions for late or non-payment, or if in BMLL's reasonable opinion: (a) Customer is in breach of the terms of this Agreement ; (b) Customer fails to cooperate with any reasonable investigation of a suspected breach; or (c) it is necessary to do so in order to comply with (i) any change in a material contractual requirement imposed by a Third Party Provider or (ii) any applicable law, regulation or decision of any applicable regulatory body.
- 9.5. Upon any expiration or other termination of the Agreement, and unless otherwise expressly stated in the Product Specification:
 - (a) all licenses granted under the same immediately shall terminate, and Customer shall (and shall ensure any Affiliates and Authorised Users otherwise permitted access or use under the license shall) immediately cease using the Solutions provided under the expired or terminated Agreement; and
 - (b) Customer shall permanently destroy and expunge all hard and electronic copies of such Solutions (including any data derived therefrom or in connection therewith) from all systems, servers or other forms of data storage devices on which Customer and/or its Affiliates stored, placed, used or processed any of the foregoing, in each case, within thirty (30) days of termination or expiration of such Term, except that Customer may retain a copy of data (but not software) to the extent necessary for the purpose of satisfying its legal or regulatory requirements, provided that such retained data shall remain Confidential Information, shall no longer be readily accessible, shall not be used for any other purpose, and upon request Customer shall produce written certification that such data or software has been purged from its systems, and copies or portions thereof destroyed.

COMPLIANCE.

- 10.1. The Solutions are intended only for professionals in the financial markets and certain other industries. The Solutions should not be construed as financial, investment, legal, tax or other advice of any kind, nor should they be regarded as an offer, recommendation, or as a solicitation of an offer to buy, sell or otherwise deal in any investment or securities. Nothing in the Solutions constitutes a solicitation by BMLL or its Affiliates of the purchase or sale of any loans, securities or investments.

- 10.2. Each Party shall comply with all applicable anticorruption laws and regulations, including the UK Bribery Act. Each Party agrees not to perform, offer, give or receive bribes or otherwise engage in corrupt actions in connection with this Agreement or any Order. Failure to comply with anti-corruption laws will be deemed a material breach of the Agreement.
- 10.3. Each Party shall comply with all applicable export control and sanctions laws and regulations, and other relevant local export laws as they apply to the Solutions. Each Party agrees not to export, reexport, or retransfer any goods or Solutions received under this Agreement in violation thereof or applicable export controls and sanctions, including territory-wide sanctions imposed by the U.K. Government. Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations, including United States and United Kingdom export laws and regulations, to any country for which the United States or United Kingdom or any other government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 10.4. Each Party shall, in performing its obligations under this Agreement or under any applicable Order comply with all applicable anti-slavery laws, statutes and regulations from time to time in force and to which it is subject, including the UK Modern Slavery Act 2015.
- 10.5. BMLL will handle all personal data in accordance with BMLL's Privacy Policy, in its capacity as a processor under this Agreement. BMLL may: (a) use, collect, store, disclose and process the personal data; and (b) transfer the personal data inside of, and outside of, the European Economic Area. Customer represents that, prior to providing BMLL any personal data, it has informed, and if required obtained consent from Authorised Users and any other individuals for the processing, use, and transfer of their personal data as contemplated under the Product Specification and this Agreement. To the extent there is a conflict between the terms of this Agreement and BMLL's Privacy Policy, the former shall prevail.
- 10.6. Each Party shall at all times during the term of this Agreement: (i) comply with all applicable privacy, consumer protection, data security, and other similar laws, rules and regulations; (ii) use, handle, process, collect, maintain, store, transmit and destroy Customer Information related to the Solutions solely as permitted under this Agreement or in accordance with lawful written instructions from the Discloser; (iii) maintain and enforce security procedures to ensure the confidentiality of Customer Information and the Solutions; (iv) maintain an information security program aligned to Good Industry Practice that is designed to protect against accidental or malicious threats; (v) apply reasonable controls to prevent, detect, and respond to malicious software or cyber security attacks; and (vi) maintain and communicate to all of such Party's personnel, and contractors as appropriate, its information security and privacy program.
- 10.7. Each Party shall use antivirus software protection reasonably designed to prevent the Solutions from being infected with any virus, worm, trojan or other malware or malicious code. BMLL's inclusion of license keys or logins in Solutions shall not be deemed malware or malicious code.
- 10.8. BMLL reserves the right to employ security measures to monitor usage of the Data Products to ensure Customer's compliance with this Agreement so long as these security measures are not prohibited by law.
- 10.9. Customer shall keep, in paper and electronic form, at its normal place of business detailed, accurate and up-to-date records ("**Records**") showing, during the Term the steps taken by Customer to comply with the usage terms herein. Customer shall ensure that the Records are sufficient to enable BMLL to verify Customer's compliance with the terms of this clause or any other term of the Agreement. Customer shall permit BMLL and its third party representatives (including its designated auditor), on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of the Agreement, to:
 - (a) gain (physical and remote electronic) access to, and take copies of, the Records and any other information on the use of the Solutions by Customer at its premises or on the Customer's systems; and
 - (b) inspect all Records and relevant Customer systems relating to the use, distribution, redistribution, permissioning and control of the Solutions;
11. In each case for the purpose of auditing Customer's compliance with its obligations under this Agreement. Such audit rights shall continue for two years after termination of this Agreement. Customer shall give all necessary assistance to the conduct of such audits during the term of this Agreement and for a period of two years after termination of this Agreement.

GENERAL.

- 11.1. **Provision of the Solutions.** In providing the Solutions, BMLL shall use commercially reasonable efforts to perform its obligations hereunder in accordance with Good Industry Practice.
- 11.2. **Independent Contractors.** The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the Parties or any of their Affiliates.
- 11.3. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior proposals, warranties, representations or agreements, written or oral, of the Parties with respect to its subject matter. Nothing contained in any Customer-issued purchase order, purchase order acknowledgement, or purchase order terms and conditions (including any online terms as part of the required procurement process) will in any way modify or add any additional terms

or conditions to this Agreement. Such Customer-issued purchase orders are for Customer's internal administrative purposes only, and are not binding on either Party, even if acknowledged, executed, or processed on request of Customer.

- 11.4. **Variation.** No variation of this Agreement shall be effective unless made in writing and signed by the parties hereto or their duly authorised representative.
- 11.5. **Waiver.** No relaxation, forbearance or indulgence by either party in enforcing any of the terms or conditions of this Agreement against the other or the granting of time by either party to the other shall be deemed to be a waiver or shall prejudice, affect or restrict the rights and powers of that party against the other, nor shall any waiver by either party of any breach by the other operate as a waiver of or in relation to any other, subsequent or continuing breach of this Agreement.
- 11.6. **Assignment.** Customer may not assign this Agreement or otherwise transfer any of its rights or delegate any of its duties thereunder (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of BMLL, which consent will not be unreasonably conditioned, withheld, or delayed but which may be subject to additional fees. BMLL's refusal to provide consent to any requested assignment: (a) to a direct competitor of BMLL or its Affiliates; (b) that would interfere with performance of obligations under this Agreement; or (c) that changes the scope of the usage or the intent contemplated by the Parties under this Agreement or any applicable Order, shall not be deemed unreasonable. Any assignment or transfer in violation of this provision is void. BMLL shall be entitled to assign, delegate, transfer or novate this Agreement or any part thereof to any of its Affiliates, provided there is no material adverse effect on the Solutions.
- 11.7. **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns. BMLL reserves the right to subcontract any or all of its obligations and rights under this Agreement to subcontractors of its choosing and shall continue to be responsible and liable for such subcontractors.
- 11.8. **Severability.** If any provision of this Agreement is found by any court, regulatory or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be severed and the legality, validity and enforceability of the remainder of the Agreement shall not be affected.
- 11.9. **Notice.** All notices under this Agreement must be in writing and delivered by hand, reputable courier service; or via certified mail, return receipt requested; or by confirmed email to the addresses specified on the first page of this Agreement; or at such other addresses as the Parties designate in writing from time to time. Notices are deemed delivered when received by any of the above means.
- 11.10. **Force Majeure.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from Force Majeure events. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for thirty (30) days, the Party not affected may terminate this Agreement by giving 5 days' written notice to the affected part.
- 11.11. **Publicity.** Any use by a Party of the other Party's trademarks, trade names, service marks, or any other additional publicity regarding the other Party will require that Party's prior written consent.
- 11.12. **Survival.** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive, in respect of such termination or expiration and continue in full force and effect, including, but not limited to, clauses 4, 5, 6, 7, 8, 9 and 10.
- 11.13. **Third-Party Rights.** This Agreement does not confer any rights or remedies upon any person other than: (a) the Parties to this Agreement; (b) their respective successors and permitted assigns; and (c) any nominated beneficiaries set out in the Third Party Provider Terms. BMLL Affiliates shall be entitled to enforce and/or rely on rights or benefits under this Agreement (a) as an intended third-party beneficiary or (b) if applicable, in accordance with the Contracts (Rights of Third Parties) Act 1999 or equivalent legislation in any relevant jurisdiction. Save for the foregoing, the operation of the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.
- 11.14. **Agreement Becoming Legally Binding.** The parties enter into the Agreement and it shall become legally binding on both parties when Customer's access to the Solutions is enabled via the AWS Marketplace.
- 11.15. **Governing Law and Jurisdiction.** The construction, validity and performance of this Agreement and the transactions contemplated by them (including non-contractual disputes or claims) shall be governed by the laws of England and Wales without regards to its conflict of laws principles. Each Party submits to the exclusive jurisdiction of the courts residing in London, England, United Kingdom for the purposes of determining any dispute arising out of this Agreement, any Order or the transactions contemplated by them as applicable. The Parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods.