

# MASTER SERVICES AGREEMENT

## MASTER SERVICES AGREEMENT TERMS AND CONDITIONS (“MSA”)

**The Supplier** (as defined below) is a provider of certain data and associated services. The Customer (as defined below) agrees to subscribe to the Services (defined below) on the terms and conditions set out herein.

### INTERPRETATION

**1.1** The following expressions shall have the following meanings in an Agreement:

**Affiliate** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party; and **Control** means for these purposes control of greater than fifty percent of the voting rights or equity interests of a party and is named as such on the first Order Form that the Customer enters into.

**Applicable Data Protection Laws** means applicable data privacy, data security and/or data protection laws or regulations, standards imposed by any governmental or regulatory authority to the extent those laws and regulations apply to the Processing of Personal Data in connection with this MSA, as set out immediately below:

a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;

b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data;

c) Any other applicable data privacy, data security and/or data protection laws or regulations, standards imposed by any governmental or regulatory authority to the extent those laws and regulations apply to the Processing of Personal Data in connection with this MSA, including the Privacy and Electronic Communications (EC Directive) Regulations 2003, California Consumer Privacy Act, as amended by the California Privacy Rights Act and its Regulations (“CCPA”), and laws of similar purpose or effect in any relevant jurisdiction, in each case as amended, updated, re-enacted or replaced from time to time.

**Agreement** means this Master Services Agreement as incorporated into an Order Form.

**Authentication Credentials** means account usernames and passwords and other means of identification provided by the Supplier to the Customer to be used to identify Authorised Users.

**Authorised Affiliate** means an Affiliate of the Customer identified and listed as an Authorised Affiliate on the Order Form.

**Authorised User** means a named user identified and listed on the Authorised User Schedule in the Order Form or as agreed by the Supplier in writing in advance, being an individual employee or officer of the Customer or an Authorised Affiliate.

**Content** means any and all data, information and content made available by the Supplier through the Services, including content owned by a third party made available by the Supplier through the Services.

**Customer** means the Customer purchasing Services from the Supplier as specified on an Order Form.

**Customer Content** means commodity pricing and market intelligence data created, obtained or procured by the Customer and imported to the Services.

**Customer Data** means any and all data, information and content uploaded or inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using or facilitating use of the Services, including Customer Content.

**Customer Personal Data** means any personal data which the Supplier processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer.

**Documentation** means the specification and technical and user documentation for the Services made available to the Customer by the Supplier, as updated from time to time, which may be accessible via logging into mintecglobal.com, any other platform identified on an Order Form, email from the Supplier to the Customer and/or through the applicable Service.

**EU GDPR** means: the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

**Fees** means the charges payable for the Services as set out in an Order Form.

**Internal Use** means accessing the Content during the Services Term for the Customer's internal business purposes only, specifically excluding any use, distribution or communication of the Content by or to anyone other than an Authorised User.

**Monthly Uptime** means the total time the Services are available each month, calculated by subtracting from 100% the percentage of minutes during the month when the Services are not available, except for (i) maintenance carried out during the 48 hour scheduled maintenance window occurring during the last weekend in each month and (ii) non-availability caused by matters outside the Supplier's reasonable control.

**Order Form** means the ordering document or online order specifying the Services to be provided to the Customer coming into effect in accordance with clause 2.1.

**Purpose** means the purpose for which Customer Personal Data is processed, as set out in clause 10.8(a).

**Service Credit** means the remedy specified in Annex 2 in respect of a failure by the Supplier to meet an applicable Monthly Uptime target.

**Services** means the Services made available to the Customer by the Supplier through mintecglobal.com, comtell.com or any other website or platform notified to the Customer by the Supplier from time to time, as more particularly specified on an Order Form and the Documentation.

**Supplier** means the entity identified as providing the Services as specified on an Order Form.

**Support** means remote technical support and maintenance services performed by the Supplier for the Customer as specified on an Order Form and in the Documentation.

**Services Term** means the period of time during which the Customer may access the Services as specified on an Order Form.

**UK GDPR** has the meaning given to it in the Data Protection Act 2018.

**User Subscriptions** means the user subscriptions purchased by the Customer which entitle Authorised Users to access and use the Services and the Documentation in accordance with an Agreement.

**1.2** Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted, provided that in the case of modifications or re-enactments made after the date of an Agreement the same shall not have effected a substantive change to that provision.

**1.3** The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

### SCOPE

**2.1** During the Services Term, the Supplier shall supply to the Customer, and the Customer shall enter into Order Form(s) and pay the fees for User Subscriptions in accordance with this Agreement. An Order Form will become effective on the sooner of (i) the date on which both parties execute it, or (ii) the date on which the Supplier provides Authentication Credentials.

### FREE TRIAL

**3.1** The Supplier may, at its sole discretion, make Service(s) available to the Customer on a trial basis, free of charge, until the earlier of (i) the end of the free trial period as notified by the Supplier or (ii) the Customer executing an Order Form for a paid version of the applicable Services. The Supplier may notify the Customer of additional terms and conditions applicable to a free trial and the Customer accepts such terms and conditions shall be legally binding. Throughout the free trial the Customer's use and access of the Services and Customer Data shall be governed by this MSA.

**3.2** The Customer agrees that all Customer Data must be deleted at the end of a free trial unless the Customer purchases a paid version of the applicable Services. When the Customer subscribes to a paid for service the Customer is solely responsible for exporting any Customer Data before the end of a free trial or such Customer Data may be permanently lost.

**3.3** The Customer agrees that during a free trial any Services are provided “as-is” and without any warranty and the Supplier may at its sole discretion terminate a free trial at any time.

### THE SUPPLIER'S RESPONSIBILITIES

**4.1** The Supplier shall make the Services available to the Customer and Authorised Affiliates on a non-exclusive, non-transferable, revocable basis during the Services Term.

**4.2** The Supplier shall be entitled to change the Services during the Services Term unless such changes result in a material reduction of the Services as originally provided at the effective date of an Order Form. The Supplier shall be entitled at any time to change or update the Services in case of: (i) improvements or updates necessary to fix defects, bugs, malfunctioning or errors of the Services; and/or (ii) to cure security vulnerabilities; and/or (iii) the application of any new laws, regulations, acts or orders of the authorities.

**4.3** The Supplier will use commercially reasonable endeavours to ensure the continuity of the Services at all times in accordance with its business continuity and disaster recovery policies.

**4.5** The existence of an Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under an Agreement.

### SERVICES, CONTENT AND CUSTOMER CONTENT

**5.1** The Services and Content are purchased as User Subscriptions and may be used by Authorised Users to access, display, manipulate and manage Customer Content solely for its Internal Use. The Customer and its Affiliates may enter into Order Forms which are governed by this MSA. Where an Order Form is entered into by an Affiliate, references in the Agreement to the “Customer” refer to that Authorised Affiliate, and references “parties” or “party” shall be construed accordingly. All Order Form(s) executed by the same entities, together with the MSA, collectively comprise a single Agreement between such entities only. Accordingly, one or more separate Agreements may be created, each governed by the same MSA.

**5.2** The Customer's right and ability to use the Services and view and extract Content and import Customer Content will depend on the type, level and length of the subscription Service purchased by the Customer as identified on an Order Form and described in the Documentation.

**5.3** In the event that the Customer purchases API access or Excel add-in as part of the Services, such access will be only provided via the server IP address(es) identified on an Order Form or the Documentation.

**5.4** The Customer shall

- comply with all applicable laws and regulations with respect to its activities under this Agreement;
- obtain and maintain all necessary third party licences and consents in relation to the Customer network and system, its creation and use of Customer Content, Customer Data; and
- be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

**5.5** The Customer must not attempt to reverse engineer, copy, decompile, disassemble or otherwise reduce to human-perceivable form all or any part of the Services, Documentation or Content, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and before undertaking any such activity to obtain the information necessary to create an independent program which can be operated with the Services, Documentation or Content, the Customer shall contact the Supplier to request the relevant interoperability information (which the Supplier may provide subject to further conditions) and then subject to the provisions of clause 5.6 immediately below, only use such information for the purpose of achieving the desired interoperability.

**5.6** The Customer agrees and undertakes that

- it will ensure that Authorised Users only access and use the Services, Content or Documentation in accordance with the terms and conditions of the Agreement and the Customer shall be responsible for any Authorised User's breach of the Agreement;
- it will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, Content or Documentation and notify the Supplier promptly of any unauthorised access or use;
- the maximum number of Users that access and use the Services, Content or Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
- it will not allow or suffer any User Subscription or Authentication Credentials to be shared or used by more than one individual;
- it shall not access the Services, Content or Documentation for the purpose of building a competitive product or service or copying its features or user interface;
- it shall not use the Services or Content, or permit the Services or Content to be used, for purposes of product evaluation, benchmarking or other comparative analysis of the Services or Content that is to be made publicly available;
- it shall not permit access to the Services, Content or Documentation by any entity or person that the Supplier deems acting reasonably to be its competitor;

- (h) it shall permit the Supplier to audit the Customer's use of the Services or Content using technical and other means, including but not limited to embedding technology within the Services to monitor the use of the Services, Content or Authentication Credentials. Except as expressly provided on an Order Form, the Customer must neither (i) distribute or otherwise provide access to any summaries or materials adapted or derived from Content unless the receiving party has a right or entitlement to access or use the original Content compatible with receipt of such summaries or materials, nor (ii) enter any contractual or other arrangement relating directly or indirectly to Content unless the other party has a right or entitlement to access or use the Content compatible with such arrangement save as expressed at clause 5.6(h)(b) below. Authorised Users may reference limited excerpts of: (a) the Content with non-Authorised Users in live online presentations and/or oral discussions provided that such reference is (i) insubstantial (qualitatively and quantitatively), (ii) irregular and incapable of being used as a substitute to the Services (iii) accredited to the Supplier as its source (iv) on an ad hoc non-systematic basis which is not continuous and is infrequent (v) has no independent commercial value and (vi) is solely for the Customer's internal business purposes and (b) the Supplier's proprietary Content (excluding any third party Content) as a reference point, in commercial contracts with third parties;
- (i) it shall not introduce into the Services any virus or other code or routine intended to disrupt or damage the Services or Content, or collect information about the Services or its users; and
- (j) it shall not access or use the Services by means of any interfacing program, script, automated program, electronic agent or "bot" except as authorized in writing by Supplier.

5.7 The Supplier may make Content available through the Services. The Customer acknowledges that except as set out in an Agreement it accesses such Content solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation in relation to the Customer's use of the Content.

5.8 Except as expressly provided in an Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services, Content or Documentation by the Customer, and for conclusions drawn from such use;
- (b) the Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction; and
- (c) the Services, Content and Documentation are provided to the Customer on an "as is" basis.

5.9 Where the Supplier agrees to obtain information from a third party data or content provider on behalf of the Customer, the Customer agrees that the Supplier shall be appointed as its agent to subscribe to such information on behalf of the Customer. The Customer acknowledges that the Supplier may not be able to obtain such information, and that any such source of information may be withdrawn at any time.

5.10 The Supplier may remove or limit access to Content which violates applicable law or third-party rights. The Customer will comply with the Supplier's reasonable requests to remove such Content from the Customer's systems.

5.11 The Customer agrees and acknowledges the Content is open to interpretation and typographical error and the Supplier is not responsible for the accuracy of Content.

5.12 In the event the Customer purchases a level of Service that entitles the Customer to import Customer Content to the Services, the Customer will have the right to use the functionality contained within the Services to import Customer Content to the Services, in accordance with the Documentation and any relevant Order Form. The Supplier may provide the Customer with discretionary assistance to import and manipulate Customer Content and the Customer agrees such assistance is provided without additional charge and on an "as is" basis and without warranty of any kind. The Customer agrees the Services do not provide storage or back-up functionality and the Customer is responsible for maintaining sufficient copies and backups of all Customer Content uploaded to the Services.

5.13 The Customer represents that only Authorised Users (subject to the reassignment provisions in this clause 5.13) will access and use the Services. These licensed, uniquely identified individuals are authorised by the Customer to access and/or use the Service. Authorised usage may be permanently reassigned between uniquely identified individuals over time via prior written notice to the Supplier, but may not be reassigned so frequently as to enable the sharing of a single Authentication Credential between multiple users. A record of the identities of the Authorised Users will be documented by the Customer accordingly. Upon the Supplier's written request, the Customer shall certify (and sign) in writing that the use of the Service is in full compliance with the terms of this Agreement (including any user-based limitations) and provide a current list of Authorised Users. With reasonable prior notice, the Supplier may inspect the Customer's records of Authorised Users and the Customer will provide reasonable additional information as to its Authorised Users and their usage of the Service. An inspection under this clause shall not require the Customer to provide the Supplier with direct access to its information technology systems or unsupervised access to its premises. The Supplier will comply with the Customer's reasonable site and security procedures notified to it in advance. If an inspection undertaken by the Supplier reveals that the Customer has underpaid any fees which should have been paid in respect of the Services, then without prejudice to the Supplier's other rights or remedies, the Customer shall pay to the Supplier an amount equal to such underpayment and if the underpaid fees are in excess of five percent (5%) of the fees specified on an Order Form then the Customer shall pay the reasonable costs and expenses associated with the inspection.

5.14 The Supplier will provide the Customer with a Service Credit in the event the Supplier does not meet a Monthly Uptime target specified in Annex 2. All Service Credits will be added to the end of the current Services Term. In the event the Monthly Uptime is

- (a) less than 95% in three consecutive months or
- (b) less than 90% in any month, the Customer shall have the option to reject any applicable Service Credit and instead terminate the Agreement and receive a pro rata refund of any prepaid fees for the remainder of the current Services Term after the date of such termination. The provisions in this clause 5.14 set out the Customer's sole and exclusive right and remedy and the Supplier's entire liability concerning the availability of the Services and the Monthly Uptime target.

5.15 Any failure of the Customer to comply with the obligations set forth in this clause 5 shall be a material breach of this Agreement.

#### FEES AND PAYMENT

6.1. The Customer must pay all Fees in accordance with the payment terms on an Order Form and agrees that time is of the essence in relation to its payment obligations. All fees are exclusive of any applicable tax, levy, impost, duty, charge or fee, national, federal, state and local sales, use, value added, excise and other similar taxes, which, where applicable, shall be payable by the Customer at the rate and in the manner prescribed by law. The Customer shall pay to the

Supplier such additional amount as will ensure that the Supplier receives the same total amount that it would have received if no such tax, withholding or deduction had been required.

6.2 All fees in respect of the Services are based on User Subscriptions purchased and not actual usage and payment obligations are non-cancellable and fees non-refundable except as expressly set out in an Agreement.

6.3 If the Supplier has not received payment within the period specified on an Order Form, and without prejudice to any other rights and remedies the Supplier may on 30 days' notice to the Customer, without liability to the Customer, disable the Customer's Authentication Credentials and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

6.4 If the Customer fails to make any payment due to the Supplier under an Agreement by the due date for payment, then the Customer shall pay interest on the overdue amount at the SONIA interest rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay interest together with the overdue amount.

#### INTELLECTUAL PROPERTY RIGHTS

7.1. The parties agree and acknowledge that all intellectual property rights belonging to a party prior to the execution of an Agreement or created by the parties regardless of the execution of an Agreement shall remain vested in that party.

7.2 The Customer acknowledges and agrees that: (i) the Supplier or its licensors have made and continue to make substantial investment in the obtaining, verification, selection, coordination, development, presentation and supply of the Documentation, Services and Content and (ii) all intellectual property rights in the Services, Documentation and Content, and (iii) any goodwill generated through the Customer's use of the Supplier's trade marks shall belong to the Supplier. The Customer hereby assigns to the Supplier, and shall assign to it with full title guarantee, all intellectual property rights in any modifications, enhancements or developments, related to, or derivatives of the Services, Content and/or Documentation (including further to suggestions, enhancement requests, recommendations, or other feedback provided by the Customer or Authorised Users). The Customer shall, and shall use reasonable endeavours to procure that any necessary third party shall, at the Supplier's cost, promptly execute such documents and perform such acts as are reasonably required to give full effect to such allocation of rights and this Agreement. Except as expressly stated herein, the Customer shall not licence, sublicense, transfer or assign or grant any other rights or licences to any intellectual property rights in the Services, Documentation and / or Content.

7.3 The Customer shall credit, wherever technically and commercially feasible, the Supplier as the source of the Documentation, Content and/or Services.

#### CONFIDENTIALITY

8.1. "Confidential Information" means any and all information or data, in whatever form or storage medium, whether tangible or intangible, and whether disclosed directly or indirectly before or after the effective date of an Agreement by or on behalf of the disclosing party (hereinafter, "Disclosing Party") to the receiving party (hereinafter, "Receiving Party") in writing, orally, through visual means, or by the Receiving Party's evaluation, observation, analysis, inspection or other study of such information, data or knowledge, which is now or at any time after the effective date of an Agreement, owned or controlled by the Disclosing Party. Confidential Information shall include the Customer Data; the Content; the Documentation; the fees; business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

8.2. Each party undertakes that it will not at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law, or any legal or regulatory authority, any Confidential Information concerning the other party (or of any member of the group of companies to which the other party belongs) and each of the parties shall use all reasonable endeavours to prevent the publication, disclosure or misuse of any Confidential Information. Each party agrees to take measures to protect the Confidential Information of the other party from unauthorised disclosure using the same degree of care as it takes to preserve its own confidential information (but in any event no less than a reasonable degree of care). Each party agrees that it will use the other party's Confidential Information only in connection with the purposes contemplated in this Agreement.

8.3 Unless otherwise specified on an Order Form the Customer permits its name to be added to the Supplier's customer list, and for the Supplier to refer to the Customer as a Customer and user of the Supplier's services in its marketing and public relations materials, including, the use of the Customer's logo (whether or not a registered trade mark) and name.

#### INDEMNITIES

9.1 The Customer shall defend, indemnify and hold harmless the Supplier and its Affiliates against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:

- (a) any claim by a third party Content provider that the Customer's use of third party Content has breached (i) applicable law; (ii) any terms and conditions of which the Supplier makes the Customer aware and (iii) an Agreement;
- (b) the Customer Data,
- (c) a breach of clause 5.6 of this Agreement;

provided that: (i) the Customer is given prompt notice of any such claim; (ii) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (iii) the Customer is given sole authority to defend or settle the claim provided that the Supplier may participate in the defense of any claim by counsel of its own choosing, at its cost and expense, and the Customer will not settle any claim without the Supplier's prior written consent, unless the settlement fully and unconditionally releases the Supplier and does not require the Supplier to pay any amount, take any action, or admit any liability.

9.2 The Supplier shall defend, indemnify and hold harmless the Customer and its Authorised Affiliates against any claim that the Services or Documentation infringes any patent, or worldwide copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) the Supplier is given prompt notice of any such claim;
- (b) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- (c) the Supplier is given sole authority to defend or settle the claim.

9.3 In the defence or settlement of any claim under clause 9.2, the Supplier may procure the right for the Customer to continue using the Services or Documentation, replace or modify the Services or Documentation so that they become non-infringing or, if such remedies are not reasonably available, terminate an Agreement and provide the Customer with a pro rata refund of any prepaid fees for the remainder of the current Services Term after the date of such

termination, but without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

9.4 In no event shall the Supplier be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than the Supplier; or
- (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
- (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

9.5 The foregoing clauses 9.2 to 9.4 state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employee's, agents' and sub-contractor's) entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

#### DATA PROTECTION

10.1 For the purposes of this clause 10, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

10.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

10.3 The parties have determined that, for the purposes of UK GDPR and/or EU GDPR:

- (a) the Supplier shall act as processor and the Customer shall be the controller in respect of the personal data and processing activities set out in Annex 1; and
- (b) the Supplier shall process the personal data set out in Annex 1 as a processor on behalf of the Customer in respect of the processing activities.

10.4 Should the determination in clause 10.3 change, then each party shall work together in good faith to make any changes which are necessary to this clause 10 or Annex 1.

10.5 By entering into this Agreement, the Customer consents to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by the Supplier in connection with the processing of Customer Personal Data, provided these are in compliance with the then-current version of the Supplier's privacy policy available at [www.mintecglobal.com](http://www.mintecglobal.com) or such other website URL as notified to you by the Supplier from time to time (**Privacy Policy**). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this Agreement, the Privacy Policy will take precedence.

10.6 Without prejudice to the generality of clause 10.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier and lawful collection of the same by the Supplier for the duration and purposes of this Agreement.

10.7 In relation to the Customer Personal Data, Annex 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

10.8 Without prejudice to the generality of clause 10.2 the Supplier shall, in relation to Customer Personal Data and in accordance with the UK GDPR and/or EU GDPR:

- (a) process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in Annex 1, unless the Supplier is required by Applicable Laws to otherwise process that Customer Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Customer Processor Data, the Supplier shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer on important grounds of public interest. The Supplier shall inform the Customer if, in the opinion of the Supplier, the instructions of the Customer infringe Applicable Data Protection Laws;
- (b) implement the technical and organisational measures set out in Annex 1 to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that any personnel engaged and authorised by the Supplier to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- (f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless the Supplier is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 10.8(f) Customer Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and
- (g) maintain records to demonstrate its compliance with this clause 10 and shall contribute to Customer audits, provided that audits shall be (i) limited to once per year, (ii) limited to the provision of assistance by the Supplier during normal business hours, (iii) conducted in accordance with the reasonable health and safety and confidentiality instructions of the Supplier and (iv) remote

unless the parties conclude otherwise having discussed in good faith.

10.9 The Customer hereby provides its prior, general authorisation for the Supplier to: (a) appoint processors to process the Customer Personal Data, provided that the Supplier:

- (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this clause 10;
- (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
- (iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.

- (b) transfer Customer Personal Data outside of the UK as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer) or adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer). Transfers, processing and/or storage of Customer Personal Data set out at Annex 2 may be in or to England, United States, and/or the EU where the Supplier and/or its Affiliates provide services solely for the purposes of providing the Services provided that it is always in compliance with Applicable Data Protection Laws.

10.10 Either party may, at any time on not less than 30 days' notice, revise clause 10 by replacing it (in whole or part) with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (**Amended Terms**). Such Amended Terms shall apply when replaced by attachment to this agreement, but only in respect of such matters which are within the scope of the Amended Terms.

#### WARRANTIES

11.1 THE SUPPLIER WARRANTS THAT (I) IT HAS THE RIGHT TO ENTER INTO THIS MSA (II) THE SERVICES WILL CONFORM IN ALL MATERIAL RESPECTS TO THE DOCUMENTATION AND (III) IT WILL COMPLY WITH LAWS APPLICABLE TO IT AS THE PROVIDER OF THE SERVICES.

11.2 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL WARRANTIES, CONDITIONS AND TERMS (WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

11.3 WITHOUT LIMITING THE EFFECT OF CLAUSE 11.2, THE SUPPLIER DOES NOT WARRANT THAT THE CUSTOMER'S USE OF THE SERVICES AND/OR ANY CONTENT:

- (A) WILL BE UNINTERRUPTED OR ERROR-FREE;
- (B) THAT THE SERVICES, DOCUMENTATION OR THE INFORMATION OBTAINED BY THE CUSTOMER THROUGH THE SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS;
- (C) THAT THE SERVICES WILL RUN ON THE CUSTOMER'S SYSTEM; OR
- (D) THAT THE SERVICES AND CONTENT THEREIN ARE ACCURATE, COMPLETE, RELIABLE, SECURE, FIT FOR PURPOSE OR TIMELY.

#### LIMITATION OF LIABILITY

12.1 THE CUSTOMER ACKNOWLEDGES THAT IT IS IN THE BEST POSITION TO ASCERTAIN ANY LIKELY COST IT MAY SUFFER IN CONNECTION WITH THIS AGREEMENT, THAT IT IS THEREFORE RESPONSIBLE FOR MAKING APPROPRIATE INSURANCE ARRANGEMENTS TO ADDRESS THE RISK OF ANY SUCH LOSS AND THAT THE PROVISIONS OF THIS CLAUSE 12 ARE REASONABLE IN THE CIRCUMSTANCES.

12.2 NEITHER PARTY EXCLUDES OR LIMITS LIABILITY TO THE OTHER PARTY FOR:

- (a) FRAUD OR FRAUDULENT MISREPRESENTATION;
  - (b) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE;
  - (c) A BREACH OF ITS OBLIGATIONS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 OR SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982; OR
  - (d) ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL FOR THE PARTIES TO EXCLUDE LIABILITY FOR RESPECTIVELY.
- 12.3 SUBJECT TO CLAUSE 12.2 EACH PARTY SHALL NOT BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION (NEGLIGENCE OR OTHERWISE), RESTITUTION OR OTHERWISE FOR:
- (a) ANY LOSS (WHETHER DIRECT OR INDIRECT) OF PROFITS, LOSS OF BUSINESS, BUSINESS OPPORTUNITIES, REVENUE, TURNOVER, REPUTATION OR GOODWILL;
  - (b) ANY LOSS (WHETHER DIRECT OR INDIRECT) OR CORRUPTION OF DATA OR INFORMATION;
  - (c) ANY (WHETHER DIRECT OR INDIRECT) (I) PURE ECONOMIC LOSS, (II) LOSS OF ANTICIPATED SAVINGS AND/OR (III) WASTED EXPENDITURE (INCLUDING MANAGEMENT TIME);
  - (d) ANY LOSS OR LIABILITY (WHETHER DIRECT OR INDIRECT) UNDER OR IN RELATION TO ANY OTHER CONTRACT; AND/OR
  - (e) FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER AN AGREEMENT.

12.4 SUBJECT TO CLAUSES 12.2, 12.3, 12.5 AND 12.6 EACH PARTY'S MAXIMUM TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR

CONTEMPLATED PERFORMANCE OF AN AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN RESPECT OF WHICH THE LIABILITY AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

12.5 EACH PARTY'S MAXIMUM TOTAL AGGREGATE LIABILITY FOR BREACH OF CLAUSE 8 (CONFIDENTIALITY), CLAUSE 9 (INDEMNITIES) AND / OR CLAUSE 10 (DATA PROTECTION) SHALL BE CAPPED AT £1,000,000 (ONE MILLION POUNDS).

12.6 EACH PARTY'S LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENTS PER CLAUSE 7 (INTELLECTUAL PROPERTY RIGHTS) SHALL BE UNLIMITED.

#### TERM AND TERMINATION

13.1 An Agreement commences on the date stated and continues for the Services Term as specified on an Order Form. Except as otherwise specified on an Order Form, Services will automatically renew for additional periods equal to the initial Services Term, unless either party gives the other notice of non-renewal at least 30 days before the end of the then current Services Term. The Customer must provide such notice of non-renewal by email to [legal@mintecglobal.com](mailto:legal@mintecglobal.com). Except as otherwise specified on an Order Form, (i) any discount provided shall not be applied to any Fees payable during any renewal Services Term and (ii) the Fees during any renewal Services Term will increase by up to 7% above the undiscounted applicable fees in the prior Services Term, unless the Supplier provides the Customer with written notice of alternative pricing at least 30 days prior to the end of the then current Services Term, in which case the alternative pricing as notified by the Supplier shall apply during any renewal Services Term.

13.2 Either party may terminate an Agreement with immediate effect by giving written notice to the other if:

- (a) the other party commits a material breach of any term of an Agreement which is incapable of remedy or (if such breach is capable of remedy) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
- (b) the other party suspends or threatens to suspend payment of its debts, is unable to pay its debts as they fall due or admits inability to pay its debts (within the meaning of section 123 or section 268 of the Insolvency Act 1986),
- (c) becomes the subject of a petition in bankruptcy or any other proceeding relating to a winding up order, insolvency, receivership, liquidation or assignment for the benefit of creditors or
- (d) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 13.2(c) or (d).

13.3 The Supplier may terminate an Agreement with immediate effect by giving written notice to the Customer if there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010) in which a company which the Supplier reasonably determines to be a competitor obtains an interest in the Customer.

13.4 Upon termination (or expiry) of an Agreement for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services which have been performed but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) all rights to use the Documentation, Content and Services granted under an Agreement shall immediately terminate;
- (c) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (d) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of an Agreement, a written request for the delivery to the Customer of the Customer Data, in which case the Supplier shall use reasonable commercial endeavors to deliver the Customer Data to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) and the Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data;
- (e) subject as otherwise provided herein and to any rights, obligations or liabilities which have accrued prior to termination, neither party shall have any further obligation to the other under an Agreement; and
- (f) within 30 days of expiry or termination, the Customer will delete all Content, including downloads via API and Excel add-in in its possession or under its control and will provide written confirmation of the deletion, unless otherwise agreed with the Supplier in writing, or as required by applicable law. For the avoidance of doubt, where applicable law mandates the retention of certain Content beyond the 30 day period, Customer agrees that it shall only be retained to the extent required under such law and shall not be used for any other purposes.

13.5 The Supplier may suspend the Customer's access to the Services or Content if the Supplier has reasonable evidence the Customer's use of the Services or Content is in breach of this Agreement or otherwise poses possible serious risks to the Supplier's systems or the Services. The Supplier will provide advance notice of such suspension when reasonably practicable. If the Supplier has reasonable grounds to suspect the Customer has improperly used Content contrary to the terms of this Agreement, the Customer agrees to permit and cooperate with an inspection by an external third party organisation agreed upon by both parties (such agreement not to be unreasonably delayed or withheld) at the Customer's location and during reasonable hours, to include all computer systems on which the Content may be stored and processed for purposes of establishing compliance with the terms of this Agreement. If an inspection identifies misuse of Content then the Customer shall pay the costs of the external third party organisation.

#### NOTICES, DISPUTES, GOVERNING LAW AND JURISDICTION

14.1 Any notice given under an Agreement shall be in writing and shall be delivered by email to the email address as set out on an Order Form or advised by each party to the other from time to time for this purpose, or sent by pre-paid registered post or airmail by a recognised mail carrier (return receipt requested) to the address of the relevant party as set out on an Order Form or to such address as subsequently notified to the other party pursuant to this clause. In the case of email, the notice shall be deemed to have been delivered at the time of sending (provided always that no "out of office" or server rejection notice is received by the sender). In the case of post, the notice shall be deemed to be delivered on the date given on the proof of delivery.

14.2 This Agreement and any disputes arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and

construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The parties expressly reject any application to an Agreement of

- (a) the United Nations Convention on Contracts for the International Sale of Goods, and
- (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980.

#### GENERAL PROVISIONS

15.1 An Agreement is not intended to convey a benefit on any person not a party to it and no third party shall have any rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

15.2 In the event of any conflict between this MSA and an Order Form, the provisions of an Order Form shall apply.

15.3 Neither party shall be in breach or liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delaying and such party shall be entitled to a reasonable extension of time for the performance of such obligations. If the affected party has been prevented from performing its obligations under an Agreement for a period of 60 days (or such other period agreed between the parties in writing), then either party may terminate an Agreement immediately by providing notice to the other party and the provisions of clause 13.4 shall apply.

15.4 Any variation or amendment of an Agreement must be in writing, referenced to this clause 15.4, and signed by an authorised representative of both parties.

15.5 The Customer may assign, transfer or charge all or any of its rights or obligations under an Agreement upon provision of 30 day's written notice to the Supplier provided that such assignee, transferee or chargee is not deemed by the Supplier to be a competitor. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under an Agreement provided that the Supplier shall be responsible for the acts and omissions of such subcontractors.

15.6 No failure or delay by a party to exercise any right under an Agreement or by law shall constitute a waiver of that or any right, nor it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.7 Except as otherwise provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15.8 Nothing in an Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or except as set out in clause 5.9 to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of otherwise to bind the other. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15.9 If any provision of an Agreement is found by a court or other competent authority to be void or unenforceable that provision shall be deemed to be deleted from an Agreement and the remaining provisions of an Agreement shall continue in full force and effect. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the greatest extent possible to the commercial intention of the parties.

15.10 An Agreement (including the documents and instruments referred to in it) supersedes and extinguishes all prior representations, arrangements, understandings and agreements between the parties (whether written or oral) relating to its subject matter and is the entire complete and exclusive agreement and understanding between the Parties relating to its subject matter. The parties agree that (i) only this MSA and an Order Form shall be legally binding between the parties, and (ii) in the event that the Customer presents its own terms and conditions they are expressly excluded from this Agreement. Each party acknowledges that (i) it has not relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in an Agreement and (ii) it shall have no claim for innocent or negligent misrepresentation, or negligent misstatement based on any statement in this Agreement.

### Annex 1 – Data Protection

Subject-matter of the Processing of Customer Personal Data:

- Supplier Process Customer Personal Data for the purpose of providing the Services.
- Supplier Process Customer Personal Data for the purpose of providing Support.

Duration of the Processing of Customer Personal Data:

- During the Services Term. After termination of expiry of an Agreement the data may be returned to Customer or deleted at Customer option.

Nature of Processing	Purpose of Processing	Type of Personal Data	Categories of Data Subject	Technical and Organisational Measures
The Supplier receive data provided by Customer and uploaded to the Services by Authorised Users where it is stored in a cloud environment.	Use of Services.	Name, email address, telephone number, job title, IP address.	Authorised Users.	
The Supplier receive support requests by email or telephone during support hours, log the request in the ticketing system, respond to the request by email or telephone, mark the request as complete, retain the support log for the future development and support of the Services. The Personal Data is deleted from the support log following expiry/termination of an Agreement.	Provision of IT support.	Name, email address, telephone number, job title, IP address.	User support contacts.	

Sub Processors

Microsoft Azure

### Annex 2 – Service credits

Monthly Uptime	Service Credit
Less than 95% but greater than 90%	The Supplier will make the Services available to the Customer for an additional seven days without charge.
Less than 90%	The Supplier will make the Services available to the Customer for an additional thirty days without charge.