

TERMS AND CONDITIONS FOR CUBE TRIAL SERVICES

These CUBE Terms and Conditions (“**Terms and Conditions**”) apply as between the Customer identified in the Order Form (“**Customer**”), and the CUBE entity identified in the Order Form (“**CUBE**”).

1. DEFINITIONS

- 1.1. The following definitions apply in this Agreement:
- 1.1.1. **Agreement**: means these Terms and Conditions together with the Order Form, Documentation and any other document explicitly incorporated by reference.
- 1.1.2. **Applicable Laws** means all applicable statutes, laws, regulations, orders and judgments of any relevant court of law and all regulations, in each case issued or approved by any relevant regulatory or governmental authority and in each case of any relevant jurisdiction and in force from time to time (which in the case of CUBE shall specifically refer to any of the foregoing that are only applicable to CUBE’s provision of any of the Service and Content to its customers generally, without regard for the Customer’s particular use of the Service and Content, or the regulatory regime (or otherwise) which the Customer is subject to).
- 1.1.3. **Approved Subcontractors**: means technology provider subcontractors utilized by CUBE in the ordinary course, as appointed by CUBE from time to time, which may include hosting providers and cloud service providers utilized as part of providing the Services.
- 1.1.4. **Authorised Users** means those employees, agents and independent contractors of the Customer, up to the maximum number set out on the Order Form.
- 1.1.5. **Affiliates** means, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party with the terms “subsidiary” and “holding company” being given their meaning as set out in section 1159 of the Companies Act 2006.
- 1.1.6. **Confidential Information** means, the terms and subject matter of the Agreement and in relation to a party, information (in any form) belonging or relating to it, its associated companies, Affiliates, its or their business, clients, employees, customers, plans, affairs or activities, including any information which the receiving party might reasonably expect would be confidential.
- 1.1.7. **Configuration Services** means the configuration and implementation services provided by CUBE, as set out in the Order Form.
- 1.1.8. **Content** means information derived from the Services, which may include data from third parties.
- 1.1.9. **Data Protection Requirements** means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- 1.1.10. **Documentation** means the document(s) made available to the Customer via a website link or email attachment(s) sent by CUBE (and as amended from time to time) which sets out a detailed description of the Services (including user instructions and product technical specifications for the same).
- 1.1.11. **Effective Date**: means the effective date identified in the Order Form.
- 1.1.12. **Fees**: means the fees payable by the Customer to CUBE for the Services as set out on the Order Form.
- 1.1.13. **Intellectual Property Rights**: mean patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information

(including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 1.1.14. **Late Payment Notice**: has the meaning given in clause 6.2.
- 1.1.15. **Permitted Purpose**: means Customer’s internal, non-commercial regulatory and compliance purposes, and for no other purposes whatsoever.
- 1.1.16. **Personal Data** shall have the meaning as defined in the Data Protection Requirements.
- 1.1.17. **Services** means the Services identified in the Order Form to this Agreement that CUBE licences to Customer and its Authorised Users subject to the terms and conditions of the Agreement.
- 1.1.18. **Trial Term** means the period from the Effective Date identified in the Order Form.
- 1.1.19. **Virus** means any program, routine, device or other feature, including a time bomb, automatic shut-down, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door, or other harmful code or device which (i) is designed to delete, disable, deactivate, provide unauthorised access to, interfere with or otherwise harm any software, program, data, device, system or service; (ii) is intended to provide unauthorised access or to produce unauthorised modifications; or (iii) causes data to be inaccessible, any part of the Service to become inoperable or otherwise incapable of being used in the full manner for which it is being provided.

2. SERVICES

- 2.1. Subject to the terms of this Agreement, CUBE grants to the Customer a non-exclusive, non-transferable, non-sublicensable, revocable license to permit the number of Authorised Users to use the Service and access the Content during the Trial Term solely for the purposes of trial and evaluation of the Services and solely in connection with the Permitted Purpose.
- 2.2. The Customer grants to CUBE and its Affiliates a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by the Customer or Authorised Users relating to the operation of CUBE’s or its Affiliates’ services and Content provided CUBE does not identify Customer as the source of such feedback.
- 2.3. Nothing in this Agreement shall grant the Customer a right to use any of CUBE’s software solutions, products or modules which from time to time are publicly marketed and offered for purchase by CUBE in the course of its normal business not described in this Agreement, other than the limited license to access the Services hereunder.

3. CUBE’S OBLIGATIONS

- 3.1. CUBE undertakes that during the Trial Term the Services will be performed substantially in accordance with the Documentation and the Order Form. If the Services do not conform with the undertaking at this clause 3.1, CUBE shall use all reasonable endeavours to correct any such non-conformance promptly in accordance with the support services identified in the Order Form, which may include re-performance of the Services. Customer acknowledges and agrees that CUBE’s sole and exclusive obligation, and Customer’s sole and exclusive remedy, in the event of any breach of this clause 3.1 is stated herein.
- 3.2. The undertaking at clause 3.1 shall not apply to the extent of any non-conformance which is caused by:
- 3.2.1. use of the Services contrary to CUBE’s instructions; or
- 3.2.2. any modification or alteration of the Services by any party other than CUBE or CUBE’s duly authorised contractors or agents;.

4. CUSTOMER’S OBLIGATIONS

4.1. The Customer shall not (and shall procure that its Authorised Users shall not):

- 4.1.1. use the Services in a live product environment;
- 4.1.2. except to the extent expressly permitted under this Agreement, attempt to copy, modify, republish, display, transmit, or distribute all or any portion of the Services in any form or media or by any means attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services,
- 4.1.3. license, sublicense, sell, resell, transfer, rent, lease, distribute, exploit or otherwise make the Services or Content available to anyone other than the Authorised Users,
- 4.1.4. use the Software or Services to store or transmit infringing, obscene, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights,
- 4.1.5. use the Services to store or transmit malicious code or in any way that is unlawful or fraudulent,
- 4.1.6. interfere with, damage or disrupt the integrity or performance of the Services or third party data (including the Content),
- 4.1.7. attempt to gain or assist third parties to gain unauthorised access to the Services, or the Content, or their related systems or networks,
- 4.1.8. access the Services or Content for purposes of benchmarking or competitive purposes;
- 4.1.9. access all or any part of the Services or Content in order to build or develop a similar product or service to the Services;
- 4.1.10. attempt to circumvent any security or access restriction features within the Services; or
- 4.1.11. access or use the Services or Content (i) on a systemic or programmatic basis, or (ii) to train any artificial intelligence or machine learning algorithms or models.

4.2. The Customer will:

- 4.2.1. provide CUBE with all necessary co-operation in relation to this Agreement, and all necessary access to such information as may reasonably be required by CUBE in order to provide the Services;
 - 4.2.2. comply with all Applicable Laws with respect to its activities under this Agreement and obtain and shall maintain all necessary licences, consents, and permissions necessary for CUBE, its contractors and agents to perform their obligations under this Agreement;
 - 4.2.3. be responsible for allocating passwords and permissions for access to different levels and areas of the Service and ensuring that such passwords are kept confidential and not provided to any third parties at any time;
 - 4.2.4. be solely responsible for network connections or telecommunications links necessary to use the Services; and
 - 4.2.5. use reasonable endeavours to prevent unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify CUBE of the same.
- 4.3. Customer shall not use any Non-CUBE Application that would cause such Relevant Terms to be breached, whereby CUBE receives information that a Non-CUBE Application used by the Customer in conjunction with the Services may violate the Relevant Terms, CUBE shall notify the Customer and in such event the Customer will promptly disable such Non-CUBE Application or modify the Non-CUBE Application to resolve the potential violation. If the Customer does not take the required action in accordance with the above, CUBE may disable and/or suspend the affected Content and/or Services until the potential violation is resolved.

5. AUTHORISED USERS

- 5.1. In relation to the Authorised Users, the Customer undertakes that:
 - 5.1.1. each Authorised User shall keep a secure password and not disclose their password to any other person;
 - 5.1.2. it will not allow or suffer any login to be used by more than one individual Authorised User unless it has been reassigned in its

entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;

- 5.1.3. no password or login shall be used by more than one person, or by anyone who is not an Authorised User; and
- 5.1.4. it shall be at all times responsible and liable for the acts and omissions of each Authorised User in relation to this Agreement (whether or not such Authorised User is a member of staff of the Customer) as though they were the acts and omissions of the Customer itself.

6. CHARGES AND PAYMENT

- 6.1. The Customer shall pay to CUBE the Fees for the Services in accordance with the Order Form. All amounts and fees stated or referred to in this Agreement are exclusive of value added tax and any other like taxes applicable to a location, which shall be added to CUBE's invoice(s) at the appropriate rate.
- 6.2. CUBE shall issue an invoice to the Customer in advance of or at the start of the Trial Term. Unless as set forth otherwise in an Order Form, each invoice for Fees is due and payable by Customer thirty (30) days of the invoice date (the "**Due Date**"). If the Customer disputes any portion of an invoice, it shall notify CUBE within seven (7) days of receipt of the disputed invoice and shall pay the undisputed portion of that invoice by the Due Date. If CUBE has not received payment of the undisputed amount of an invoice within fifteen (15) days after the Due Date, it shall send a notice to the Customer (a "**Late Payment Notice**"). If CUBE has not received payment of the undisputed amount within fifteen (15) days from the date of a Late Payment Notice and without prejudice to any other rights and remedies of CUBE, CUBE may, without liability to the Customer, disable the Customer's passwords, account and access to all or part of the Services and CUBE shall be under no obligation to provide any part of the Services while the invoice(s) concerned remain overdue and unpaid.

7. SERVICE USAGE DATA AND AUDIT

- 7.1. CUBE shall have the right to collect and retain information about the Customer's and each Authorised User's usage of the functionality within the Services ("**Service Usage Data**"). Such Service Usage Data may be used by CUBE for statistical analysis, for improvement of the Service, for billing, and for monitoring of the Customer's and its Authorised Users' compliance with this Agreement. The Customer shall promptly provide full answers to such reasonable questions as CUBE may have about the Customer's usage of the Services where CUBE is aware or reasonably suspects that the Customer and/or any of its Authorised Users is or are in breach of any term of this Agreement. CUBE may also collect and store such information about Authorised Users as is necessary for the administration of such Authorised Users' use of and access to the Services (including Authorised Users' contact details).

8. PROPRIETARY RIGHTS

- 8.1. The Customer acknowledges and agrees that CUBE and/or its licensors own all Intellectual Property Rights in the Services, and anything developed or delivered by or on behalf of CUBE to the Customer under this Agreement, including any modifications, improvements, developments and/or derivative works of the aforementioned (together the "**CUBE Materials**").
- 8.2. Except as expressly stated herein, this Agreement does not grant the Customer any Intellectual Property Rights in respect of the CUBE Materials or the Content. For the avoidance of doubt and without limitation, the structures of databases, APIs, user interface designs, and graphic designs used within the Services, as well as the Service Usage Data and the Documentation, shall constitute CUBE Materials.

9. CONFIDENTIALITY

- 9.1. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the

other's Confidential Information for any purpose other than the performance of this Agreement.

- 9.2. A party's Confidential Information shall be deemed not to include information that:
- 9.2.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 9.2.2. was in the other party's lawful possession before the disclosure;
 - 9.2.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 9.2.4. is independently developed by the receiving party, which independent development can be shown by written evidence.
- 9.3. A party shall be permitted to disclose the Confidential Information solely to the extent it is ordered by a competent court or Regulatory Authority to be disclosed. In such a case, the disclosing party shall (i) to the extent it is able to do so inform the other party in writing before any disclosure thereof so that the other party may seek an appropriate protective order, (ii) strictly limit the content of such disclosure to that portion of Confidential Information that it is strictly compelled to disclose.
- 9.4. The Customer acknowledges that the CUBE Materials and details of the Service constitute CUBE's Confidential Information.

10. DATA PROTECTION

- 10.1. Each party shall duly observe all their respective obligations under the Data Protection Requirements which arise in connection with the Services or the performance of their respective obligations under this Agreement.
- 10.2. In the event that CUBE processes any Personal Data on the Customer's behalf under or in connection with the Agreement, CUBE shall:
- 10.2.1. act and process Personal Data only on documented instructions from the Customer as data controller, and shall not process Personal Data for any purpose other than in connection with the provision of the Services;
 - 10.2.2. notify the Customer without undue delay on becoming aware of any breach of the Data Protection Requirements; and
 - 10.2.3. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of any Personal Data and against any accidental loss or destruction of, or damage to, any Personal Data.

11. LIMITATION OF LIABILITY

- 11.1. Customer agrees and acknowledges that the Content may include third-party data, such as global regulatory content, from freely and publicly available sources which CUBE may compile, interpret, translate, report, analyse, categorize, scan, tag and/or process as part of providing the Services. Customer agrees and acknowledges that such Services, by its nature, may contain errors, omissions, incompleteness, and other deficiencies entirely out of CUBE's control. Accordingly, except as expressly and specifically provided in this Agreement and subject at all times to clause 11.2:
- 11.1.1. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law regarding the Services, including the Content, are excluded from this Agreement, including without limitation, those as to quality, non-infringement, accuracy, completeness, timeliness, or currentness;
 - 11.1.2. the Services may not be delivered free from delays or interruptions;
 - 11.1.3. the Services are provided to the Customer on an "as is" and "as available" basis;
 - 11.1.4. the Services do not constitute financial, tax, accounting, legal, compliance, or any other professional advice, and accordingly, CUBE disclaims any and all damages related to or resulting from decisions made in reliance on the Services and the Content.
- Subject to clause 11.2, CUBE expressly disclaims all liability (whether in contract, tort (including negligence) or otherwise) for loss or damage caused to the Customer, its Authorised Users, its Affiliates and its or their agents or subcontractors by: (i) the acts or omissions of the Approved Subcontractors; (ii) third party applications or platforms licensed by or controlled by the Customer

which may interface with the Services; or (iii) subject to clause **Error! Reference source not found.**, Viruses.

- 11.2. Nothing in this Agreement limits or excludes the liability of either party for (i) death or personal injury caused by a party's negligence, (ii) fraud or fraudulent misrepresentation, or (iii) to the extent that such liability may not be limited or excluded as a matter of Applicable Law.
- 11.3. Nothing in this Agreement limits or excludes the Customer's liability for:
- 11.3.1. payment of the Fees due under this Agreement;
 - 11.3.2. breach of the license to the Services and/or Content granted under this Agreement; or
 - 11.3.3. infringement of any Intellectual Property Rights in the Services and/or Content.
- 11.4. Subject to clauses 11.1 and 11.2:
- 11.4.1. CUBE shall not be liable for any penalties, interest, taxes or other amounts imposed on Customer by any governmental or regulatory authority;
 - 11.4.2. CUBE shall not be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profits, loss of business, loss of revenue, loss of opportunity, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss (in each case whether direct or indirect), nor for any indirect, punitive, special or consequential loss or damages however arising in connection with this Agreement; and
 - 11.4.3. CUBE's total aggregate liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising out of or in connection with this Agreement shall be limited to the greater of £1,000 or the total Fees paid or payable by the Customer under this Agreement.
- 11.5. The Services are accessible via the Internet to which CUBE does not control, and accordingly, CUBE cannot guarantee that the Services are entirely free from Viruses. Each party agrees to implement and maintain its own anti-Virus software and other relevant security measures in accordance with industry standards to prevent the transmission of Viruses between parties.

12. TERM AND TERMINATION

- 12.1. This Agreement shall be effective from the Effective Date for a period of the Trial Term upon which it will automatically terminate, unless otherwise terminated as set out in this Agreement. This Agreement will terminate automatically if the Customer fails to comply with any of the limitations or other requirements described herein.
- 12.2. The Customer may also terminate this Agreement with immediate effect at any time prior to the expiry of the Trial Term on written notice to CUBE.
- 12.3. On termination of this Agreement,
- 12.3.1. the Customer's and its Authorised Users' licence and access to the Services shall immediately terminate;
 - 12.3.2. each party shall return and make no further use of any information, materials, Documentation and other items (and all copies of them) belonging to the other party, save to comply with Applicable Laws;
 - 12.3.3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and
 - 12.3.4. any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect, including without limitation clauses **Error! Reference source not found.**, 2.23, 4, 6 to **Error! Reference source not found.** (inclusive) .

13. General.

- 13.1. This Agreement does not create any agency, partnership or joint venture relationship.
- 13.2. CUBE may, but the Customer may not without CUBE's prior written consent, assign, novate, subcontract or otherwise transfer any of its rights or obligations under this Agreement.

- 13.3. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.4. No variation of this Agreement shall be effective unless it is in writing and signed by the parties.
- 13.5. No failure or delay by either party in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver, prevent or restrict the future exercise, of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.6. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 13.7. No one other than a party to this Agreement shall have any right to enforce any of its terms.
- 13.8. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.