

CUBE Intel Subscription Terms and Conditions

These CUBE Intel Subscription Terms and Conditions (the “**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. **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.
- 1.1.2. **Agreement:** means these Terms and Conditions together with the Order Form, the Documentation and any other document explicitly incorporated by reference.
- 1.1.3. **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 Services and Content to its customers generally, without regard for the Customer’s particular use of the Services and Content, or the regulatory regime (or otherwise) which the Customer is subject to).
- 1.1.4. **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.
- 1.1.5. **Authorised Users:** means those employees, agents and independent contractors of the Customer, up to the maximum number set out on the Order Form.
- 1.1.6. **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. **Content:** means information derived from the Services, which may include data from third parties.
- 1.1.8. **Contract Year:** each successive 12-month period ending on an anniversary of the Effective Date.
- 1.1.9. **CUBE Materials:** has the meaning set out in clause 9.1.
- 1.1.10. **Customer Data:** means:
 - 1.1.10.1. the data inputted by the Customer, Authorised Users or by third parties, in each case on behalf of the Customer, for the purpose of using the Services, facilitating the Customer’s use of the Services or otherwise receiving the benefit of the Services; and
 - 1.1.10.2. data generated by the Services specifically about the Customer and its business, excluding Service Usage Data.
- 1.1.11. **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).
- 1.1.12. **Effective Date:** means the effective date identified in the Order Form.
- 1.1.13. **Exhibits:** means any exhibits explicitly identified in this Agreement, and any further incorporated by an amendment or similar between the parties.
- 1.1.14. **Fees:** means the fees payable by the Customer to CUBE for the Services as set out on the Order Form.
- 1.1.15. **Information Privacy Exhibit:** means the Information Privacy Exhibit for CUBE Services as available at <https://cube.global/current-agreements>, as may be updated by CUBE from time to time.
- 1.1.16. **Insolvent:** means, with respect to a party, (a) entering into a composition or arrangement with its creditors other than for the sole purpose of a solvent reconstruction; (b) an inability to pay its debts as they become due; (c) a person becoming entitled to appoint or appointing a receiver or an administrative receiver over that party’s assets; (d) a creditor or encumbrancer attaches or takes possession of the whole or any part of that party’s assets which is not discharged within 14 days; (e) where that party is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986; or (f) any event occurs, or proceeding is taken, in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in (a) to (e) above.
- 1.1.17. **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.
- 1.1.18. **Initial Term:** means the period set out in the Order Form.
- 1.1.19. **Office Holder:** means as defined in the Information Privacy Exhibit.
- 1.1.20. **Order Form:** means any Order Form for CUBE Intel or similar document which incorporates these Terms and Conditions, executed by CUBE and the Customer describing the Services being purchased and the Fees to be paid under this Agreement.
- 1.1.21. **Permitted Purpose:** means Customer’s internal, non-commercial regulatory and compliance purposes, and for no other purposes whatsoever.
- 1.1.22. **Personal Data:** means as defined in the Information Privacy Exhibit.
- 1.1.23. **Regulatory Authority:** means any governmental, regulatory or other competent authority that relates to, and/or supervises to the extent applicable: (i) the Customer (for example the Financial Conduct Authority and/or the Prudential Regulation Authority); (ii) CUBE; and/or (iii) any of their activities relating to this Agreement.
- 1.1.24. **Relevant Terms:** means the terms and conditions of any publicly available sources or CUBE’s third party content providers that are used to obtain the Content.

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- 1.1.25. **Renewal Term:** means the period set out in the Order Form, if any.
- 1.1.26. **Services:** means the Services identified in an Order Form to this Agreement that CUBE licences to Customer and its Authorised Users subject to the terms and conditions of the Agreement, and Support Services, if/as applicable
- 1.1.27. **Service Usage Data:** has the meaning set out in clause 8.2.
- 1.1.28. **Support Services:** means the standard support services provided by CUBE, as set out in the Support Service Policy.
- 1.1.29. **Support Service Policy:** means CUBE's policy for providing support in relation to the Services as made available to Customer, which may be provided via electronic means and amended from time to time, which shall be deemed to form part of this Agreement.
- 1.1.30. **Term:** means the Initial Term and any Renewal Term(s) thereafter.
- 1.1.31. **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 Services 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, revokable license to permit the number of Authorised Users to use the Services and access the Content during any Term and in accordance with the Documentation solely for the Customer's Permitted Purpose and for no other purposes whatsoever.
- 2.2. CUBE will endeavour to provide the Customer with CUBE's standard Support Services during the Term of any Order Form in accordance with CUBE's Support Service Policy and any Exhibits.
- 2.3. 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 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.
- 2.4. 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.
- 2.5. Each Party represents and warrants that it has the right, power, and authority to enter into this Agreement, and that its execution of the Agreement has been duly and validly authorised.
- 2.6. Each Party shall comply with all Applicable Laws applicable to its performance of its obligations under this Agreement.
- 2.7. Each Party warrants that it will duly observe all their obligations under the Information Privacy Exhibit.
- 3. CUSTOMER DATA AND PERSONAL DATA**
- 3.1. The Customer shall (i) own all right, title and interest in and to all of the Customer Data, and (ii) have sole responsibility for the legality, reliability, integrity, accuracy, timeliness and quality of the Customer Data which is inputted by the Customer, Authorised Users or by third parties, in each case on behalf of the Customer. Such inputted Customer Data is at the discretion of Customer as part of its use of the Services, which for illustrative purposes, may include configurations and settings in the Services. The Customer grants to CUBE, its Affiliates and subcontractors a non-exclusive royalty-free licence to use and store the Customer Data to the extent necessary to carry out its obligations under this Agreement, including the right to retain Customer Data following the termination of the Agreement and to make it available to an Office Holder in accordance with the Information Privacy Exhibit. Customer Data includes the Personal Data, as set forth in the Information Privacy Exhibit, required for CUBE to provide Services, including Support Services hereunder to Authorised Users.
- 3.2. The Customer must maintain full and regular back-ups of all Customer Data. CUBE will make back-up copies of the Customer Data on a daily basis during the Term and will retain only the latest back-up copy during the Term. In the event of any loss or damage to Customer Data, the sole and exclusive remedy of the Customer shall be for CUBE to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by CUBE. However, CUBE shall not be obliged to keep such back-ups, and shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party beyond CUBE's obligation to restore lost or damaged Customer Data from the latest back-up of such Customer Data as set out in this 3.2.
- 4. CUBE'S OBLIGATIONS**
- 4.1. CUBE undertakes that during the Term the Services will be performed (i) in a workmanlike manner with a level of skill and care materially in alignment with its industry, and (ii) substantially in accordance with the Documentation and the Support Service Policy. If the Services do not conform with the undertaking at clause 4.1, CUBE shall use all reasonable endeavours to correct any such non-conformance promptly in accordance with the Support Service Policy, 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 4.1 is stated herein.
- 4.2. The undertaking at clause 4.1 shall not apply to the extent of any non-conformance which is caused by:
- 4.2.1. use of the Services contrary to CUBE's instructions;
- 4.2.2. any modification or alteration of the Services by any party other than CUBE or CUBE's duly authorised contractors or agents; or
- 4.2.3. any errors arising from incorrect or incomplete Customer Data.
- 4.3. Notwithstanding the foregoing obligation contained in clause 4.1, CUBE:
- 4.3.1. will not be liable for a breach resulting from Customer's use of the Services and/or Content other than in accordance with this Agreement and Documentation;
- 4.3.2. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, the Content, the Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements, be fit for a specific purpose or be wholly accurate;
- 4.3.3. shall not be responsible for faults or delays caused by or relating to third party platforms, products or data;
- 4.3.4. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to

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- limitations, delays and other problems inherent in the use of such communications facilities;
- 4.3.5. is, under no circumstances, liable for the accuracy of the Content which CUBE obtains from its third party providers or publicly available sources; and
- 4.3.6. is not liable for any decisions made, actions or omissions (or anything analogous to the same) made or take by the Customer as a result of the Customer's receipt of the Services and Content under the terms of this Agreement.
- 4.4. Where CUBE receives notice that any non-CUBE product or service 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 or modify such products or services to resolve the potential violation. CUBE may, without penalty or liability, disable and/or suspend the affected Content and/or Services until Customer has remedied.
- ### **5. CUSTOMER'S OBLIGATIONS**
- 5.1. The Customer shall:
- 5.1.1. 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;
- 5.1.2. ensure that the Authorised Users use the Services in accordance with the Agreement and shall be responsible for any Authorised User's acts or omissions in connection with the Services, including any breach of this Agreement, as if the same were an act or omission of the Customer;
- 5.1.3. not access, store, distribute or transmit any Viruses or any material during the course of its use of the Services which is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, facilitates illegal activity or causes damage or injury to any person or property; CUBE reserves the right, without liability or prejudice to its other obligations to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause;
- 5.1.4. obtain and shall maintain all necessary licences, consents, and permissions necessary for CUBE, its contractors and agents to perform their obligations and provide the Services under this Agreement;
- 5.1.5. ensure that its network, hardware, web browsers and systems comply with the relevant specifications provided by CUBE from time to time including as set out in the Documentation; and
- 5.1.6. be solely responsible for network connections or telecommunications links necessary to use the Services.
- ### **6. AUTHORISED USERS**
- 6.1. In relation to the Authorised Users, the Customer undertakes that:
- 6.1.1. each Authorised User shall be subject to written confidentiality obligations materially similar to those contained in this Agreement;
- 6.1.2. each Authorised User's access to the Services shall be safeguarded in accordance with industry standards;
- 6.1.3. it will not allow or suffer any subscription 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;
- 6.1.4. no login credentials shall be used by more than one person, or by anyone who is not an Authorised User;
- 6.1.5. intentionally omitted; and
- 6.1.6. 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.
- 6.2. The Customer shall not (and shall procure that its Authorised Users shall not):
- 6.2.1. 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 or attempt to reverse compile, disassemble, or reverse engineer all or any part of the Services;
- 6.2.2. access all or any part of the Services or the Content in order to build or develop a similar product or service to the Services;
- 6.2.3. attempt to circumvent any security or access restriction features within the Services;
- 6.2.4. 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; and
- 6.2.5. license, sublicense, rent, lease, sell, transfer, assign, disclose, or otherwise commercially exploit or make the Services available to any third party.
- 6.3. The Customer shall use all reasonable endeavours to prevent any 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.
- 6.4. Customer shall ensure that the Authorised Users do not use the Content other than in accordance with the terms of applicable Order Forms, this Agreement and the Documentation.
- ### **7. CHARGES AND PAYMENT**
- 7.1. 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, which shall be added to CUBE's invoice(s) at the appropriate rate.
- 7.2. Unless as set forth otherwise in an Order Form, CUBE shall issue an invoice the Customer on or about: (i) the execution of the Agreement for Contract Year 1 Fees; and (ii) 30 days prior to the start date of each Contract Year following Contract Year 1. Unless as set forth otherwise in an Order Form, each invoice for Fees is due and payable by Customer with 30 days of the invoice date (the "**Due Date**"). If the Customer disputes any portion of an invoice, it shall notify CUBE within 15 days of receipt of the disputed invoice and shall pay the undisputed portion of that invoice by the Due Date. Without prejudice to any other rights and remedies, CUBE may: (i) impose a late charge of 1.5% per month on unpaid, undisputed amounts (18% annually), or the maximum allowed by Applicable Law, whichever is less, and (ii) where an undisputed amount remains unpaid for 30 days, on written notice to Customer, 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. If collection efforts are required, Customer shall pay all costs of collection, including reasonably attorneys' fees.
- 7.3. Unless Fees for a particular Contract Year are explicitly set forth in an Order Form, CUBE shall be entitled to increase the Fees (including any Additional Fees agreed pursuant to clause 5.3) by 5% at the beginning of each Contract Year.
- 7.4. All amounts payable by the Customer under this Agreement are exclusive of VAT (if any) and any other like taxes applicable to a location. Where any taxable supply for VAT purposes (and any other like taxes applicable to a location) is made under or in connection with this Agreement by CUBE to the Customer, the Customer shall, in addition to any payment made for that supply, pay to the relevant tax authority such VAT as is validly chargeable in respect of the supply at the same time as payment is due (subject to the provisions of clause 7.2). CUBE shall provide the Customer with a valid VAT invoice in respect of any payment of VAT. This clause 7.4 shall not apply to any taxable supply in respect of which the Customer is required by any Applicable Laws to self-account for VAT arising on such supply on a reverse charge basis.
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- 7.5. If payment of any sum due under this Agreement is subject by Applicable Laws to withholding tax, the person making the payment (“**Payer**”) shall pay the amount due to the other party (“**Payee**”), less a deduction for such withholding tax, and the Payer shall account to the relevant tax authority for that withholding tax. Payment by the Payer to the Payee and to the relevant tax authority of the withholding tax shall constitute complete settlement of the relevant sums due under this Agreement to the Payee.
- 7.6. The Payer shall, upon written request from the Payee and at the Payee’s expense, supply necessary documentary evidence that may be reasonably required of the payment of withholding tax by the Payer.
- 7.7. The Payer shall, upon written request from the Payee, supply a declaration of tax residence on the prescribed forms and obtain certification by the relevant taxation authorities in order to confirm the applicability and availability of any reduced rate of withholding tax under the provisions of the relevant double taxation treaty (if applicable).
- 7.8. Invoices issued by CUBE shall describe the Services in sufficient detail so that tax (including import or custom duties, sales tax or withholding tax) is not charged incorrectly.
- 8. SERVICE USAGE DATA AND COMPLIANCE**
- 8.1. In accordance with Applicable Law, 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 in aggregated form for statistical analysis, for improvement of the Services, for billing, and for monitoring of the Customer’s and its Authorised Users’ compliance with this Agreement. Service Usage Data will not incorporate Customer’s Data, Personal Data or Confidential Information. 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) and such information shall be treated in accordance with the Information Privacy Exhibit.
- 8.2. The Customer shall provide CUBE and/or its Affiliates information in response to CUBE’s request as is reasonably necessary for CUBE to verify the Customer’s compliance with the terms of this Agreement. In the event that any non-compliance is discovered, either through the information request or the Service Usage Data, the Customer shall rectify such non-compliance (including any underpayment of Fees) within 15 days of notice from CUBE requiring the same.
- 8.3. CUBE shall in a timely manner upon Customer’s written request cooperate, with Customer’s internal auditor or a mutually acceptable independent certified public accountant in order to audit CUBE’s compliance with the provisions of this Agreement. In conducting such audit Customer shall be entitled to inspect, examine and audit the systems, records, data, service locations, practices and procedures of CUBE that are used in rendering the Services to verify: (i) CUBE’s compliance with the terms of this Agreement; and (ii) the accuracy of CUBE’s invoices. CUBE may meet its obligations under this clause by providing Customer reasonable information demonstrating compliance to the foregoing.
- 8.4. Customer shall not be entitled to audit CUBE any more frequently than once in any 12 month period (save for where compelled by a Regulatory Authority to do so), and any such audit shall be on no less than 30 days prior notice, such audit being conducted during CUBE’s regular business hours.
- 8.5. Notwithstanding the foregoing, nothing shall limit or restrict any audit or information request required by a Regulatory Authority under this Agreement, and each party shall reasonably comply with and cooperate with any audit, or request for information, by a Regulatory Authority.
- 8.6. Each party shall bear their own costs when exercising their respective rights under this clause 8.
- 9. PROPRIETARY RIGHTS**
- 9.1. 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**”). 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. However, the Customer and its licensors shall own all Intellectual Property Rights in the Customer Data.
- 10. CONFIDENTIALITY**
- 10.1. 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.
- 10.2. A party’s Confidential Information shall be deemed not to include information that:
- 10.2.1. is or becomes publicly known other than through any act or omission of the receiving party;
- 10.2.2. was in the other party’s lawful possession before the disclosure;
- 10.2.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- 10.2.4. is independently developed by the receiving party, which independent development can be shown by written evidence.
- 10.3. 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.
- 10.4. The Customer acknowledges that the CUBE Materials and details of the Services constitute CUBE’s Confidential Information. CUBE acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11. INDEMNITIES**
- 11.1. The Customer shall defend, indemnify and hold harmless CUBE and its Affiliates, officers, directors and employees against claims, actions, proceedings, losses, damages, penalties, fines, expenses and costs (including court costs and reasonable legal fees) and liabilities arising out of any claim, demand, proceeding or allegation by a third party (including any regulator) against CUBE in relation to: (i) any breach by the Customer and/or its Affiliates of any regulatory obligations; (ii) any loss or destruction of Customer Data; (iii) any breach by the Customer of the Information Privacy Exhibit; (iv) any claim that CUBE’s use of any Customer Data in accordance with the terms of this Agreement infringes the Intellectual Property Rights of any such third party.
- 11.2. CUBE shall defend and indemnify the Customer and its officers, directors and employees against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) and

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- liabilities arising out of any claim from a third party relating to: (i) CUBE's failure to comply with Applicable Laws with respect to its obligations under this Agreement; and (ii) subject to clause 11.4 and 11.5, any claim from a third party that the Services (but excluding any claim relating to the Content), when used in accordance with the terms of this Agreement, infringes the Intellectual Property Rights of such third party.
- 11.3. The foregoing indemnities provided by a party (the "**Indemnifying Party**") for the benefit of the other party (the "**Indemnified Party**") contained in this clause 11 are on the basis that:
- 11.3.1. the Indemnifying Party is given prompt notice of any such claim;
- 11.3.2. the Indemnified Party provides reasonable co-operation to the Indemnifying Party in the defence and settlement of such claim, at the Indemnifying Party's expense
- 11.3.3. the Indemnifying Party does not make any statements of admission or agree any settlement of any claim without the prior written consent of the Indemnified Party; and
- 11.3.4. the Indemnifying Party is given sole authority to defend or settle the claim.
- 11.4. In the defence or settlement of any such claim under clause 11.2(ii), CUBE may, at CUBE's sole discretion and option:
- 11.4.1. procure the right for the Customer to continue using the Services;
- 11.4.2. replace or modify the Services so that it becomes non-infringing; or
- 11.4.3. if such remedies are not reasonably available, terminate this Agreement on five (5) business days' notice to the Customer without any additional liability or obligation to pay damages or other additional costs to the Customer except a pro rata refund of Fees paid and not used at the date of termination.
- 11.5. In no event shall CUBE, its Affiliates, officers, employees, agents and subcontractors be liable to the Customer under clause 11.2(ii) to the extent that the alleged infringement is based on:
- 11.5.1. the Content;
- 11.5.2. a modification of the Services by anyone other than CUBE;
- 11.5.3. the Customer's use of the Services in a manner contrary to the instructions given to the Customer by CUBE including that set out in the Documentation;
- 11.5.4. the use of the Services by the Customer in combination with third-party products or services contrary to the terms and conditions of this Agreement; or
- 11.5.5. the Customer's use of the Services after notice of the alleged or actual infringement from CUBE.
- 11.6. Clauses 11.2 and 11.4 state the Customer's sole and exclusive rights and remedies, and CUBE's (including CUBE's Affiliates', employees', agents' and subcontractors') entire obligations and liability, for infringement of any Intellectual Property Rights.
- 12. LIMITATION OF LIABILITY**
- 12.1. 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 12.2:
- 12.1.1. 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;
- 12.1.2. the Services may not be delivered free from delays or interruptions;
- 12.1.3. the Services are provided to the Customer on an "as is" and "as available" basis;
- 12.1.4. the Services and 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 12.5, Viruses.
- 12.2. 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.
- 12.3. Nothing in this Agreement limits or excludes the Customer's liability for:
- 12.3.1. payment of the Fees due under this Agreement;
- 12.3.2. breach of the license to the Services and/or Content granted under this Agreement; or
- 12.3.3. infringement of any Intellectual Property Rights in the Services and/or Content.
- 12.4. Subject to clauses 12.1 and 12.2:
- 12.4.1. CUBE shall not be liable for any penalties, interest, taxes or other amounts imposed on Customer by any governmental or Regulatory Authority;
- 12.4.2. 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 (subject to clause 3.2) 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;
- 12.4.3. subject to clauses 12.4.1 and 12.4.4, 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 in respect of all events occurring in any Contract Year be limited to the one-half the total Fees paid or payable by the Customer under the Order in for the Contract Year during the activities which give rise to such liability; and
- 12.4.4. notwithstanding clause 12.4.3, but subject to clause 12.4.1, CUBE's total aggregate liability for (i) CUBE's breach of its confidentiality obligations hereunder, and (ii) CUBE's indemnification obligations hereunder, shall be limited to three times (3x) the total Fees paid or payable by the Customer in Contract Year under which the activities which give rise to such liability occurred.
- 12.5. Subject to clauses 12.2 and 12.3, the Customer'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 in respect of all events occurring in any Contract Year be limited to the total Fees paid or payable by the Customer during such Contract Year.
- 12.6. 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.

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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.

13. TERM AND TERMINATION

13.1. Unless otherwise indicated in an Order Form, this Agreement shall commence on the Effective Date and shall continue until as otherwise terminated as provided in clause 11.4.3 or this clause 13. Notwithstanding the foregoing, the Agreement shall continue for the Initial Term and shall then renew for subsequent, consecutive Renewal Terms, if/as applicable unless the Agreement:

- 13.1.1. is terminated in writing at the end of the then current Initial Term or any Renewal Term (as applicable) by either party for convenience by at least 30 days' prior notice in writing to the other party;
- 13.1.2. is otherwise terminated in accordance with the provisions of this Agreement; or
- 13.1.3. absent any effective Order Form in place between the parties, is terminated by written notice to the other party.

13.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement or any Order Form hereto with immediate effect by giving written notice to the other party during or after the Initial Term if:

- 13.2.1. the other party otherwise commits a material breach of this Agreement which is irremediable or, if such breach is remediable, fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
- 13.2.2. the other party becomes Insolvent.

13.3. Intentionally omitted.

13.4. On termination of this Agreement:

- 13.4.1. subject to clause 13.4.5, the Customer's and its Authorised Users' licence and access to the Services shall immediately terminate;
- 13.4.2. subject to clauses 13.4.3 and 13.4.5 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;
- 13.4.3. CUBE shall, at the Customer's option, delete or return to the Customer (in a format reasonably requested by Customer) all Personal Data processed by CUBE pursuant to this Agreement which is not included within Customer Data, except to the extent necessary to comply with legal or regulatory obligations of CUBE;
- 13.4.4. all sums due to CUBE (whether or not demanded from the Customer) shall become immediately due and payable;
- 13.4.5. the Customer shall be entitled to retain any information, materials, Documentation and other items (or copies of them) belonging to CUBE solely for its own internal business purposes and to comply with Applicable Law;
- 13.4.6. 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
- 13.4.7. clauses 1, 2.3, 3.1, 5.1, 7 to 14 (inclusive) shall continue in full force and effect.

13.5. Wherever CUBE has a right to terminate this Agreement, it shall also have the right to, in its discretion, suspend some or all of the Services.

14. GENERAL

14.1. Interpretation. Clause and paragraph headings shall not affect the interpretation of this Agreement. A person includes an individual, corporate or unincorporated body and that person's legal and personal representatives, successors or permitted assigns. The words "include" and "including" are deemed to be followed by the words "without limitation".

14.2. Force Majeure. Neither Party shall in any circumstances 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 results from events, beyond its reasonable control, including, without limitation, strikes, acts of God, war, terrorism, riot, denial of service attacks, epidemic, pandemic or compliance with any law or governmental order ("**Force Majeure Event**"). In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three (3) months, the Party not affected may terminate this Agreement by giving thirty (30) days' written notice to the other Party.

14.3. Variation and Waiver. CUBE may make changes to the Services, the Support Services, the Documentation and/or the Support Service Policy from time to time, provided that except in emergencies it gives at least 15 days' prior written notice of any such change that may materially detrimentally impair Customer's use of the Services. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further 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.

14.4. Publicity. Other than as set out in this clause, neither party shall make any public statement about the other party or in connection with this Agreement, or use the other party's trade marks or logos in publicity materials, without the prior written consent of the other party, provided such consent shall not be unreasonably withheld, delayed, or conditioned.

14.5. Rights and Remedies. Except as expressly 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.

14.6. Severance. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. 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 commercial intention of the parties.

14.7. Entire Agreement. This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement. Each Party agrees that its only remedies in respect of any undertaking, promise, assurance, statement, representation, or warranty that is set out in this Agreement shall be for breach of contract in accordance with the terms of this Agreement.

14.8. Partnership and Agency. Nothing in this Agreement constitute a partnership, agency or joint venture between the parties. Neither party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other.

14.9. Assignment. Neither party shall assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or delegate its obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Notwithstanding the foregoing, CUBE may assign or transfer this Agreement to a wholly-owned subsidiary, in

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- the event of a purchase of substantially all of CUBE's assets, or in the event of a corporate form reorganization (e.g., LLC to C-Corporation).
- 14.10. Third Party Rights. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, subject to the Information Privacy Exhibit the Office Holder) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.11. Notices. Any notice required to be given under this Agreement shall be in writing (in writing shall include email) and shall be delivered by hand or sent by pre-paid first class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not during regular business hours, at 0900 on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received two (2) business days after posting. An email on the following business day after it is sent to the correct email address provided that no undeliverable, bounce back or error message has been received in respect of such email transmission.
- 14.12. Dispute Resolution.
- 14.12.1. Before initiating legal action against the other party relating to a dispute herein, or prior to Customer's termination for cause, the parties agree to work in good faith to resolve disputes and claims arising out of this Agreement in accordance with and subject to this clause 14.12. To that end, either party may request that each party designate an officer or other management employee with authority to bind such Party.
- 14.12.2. If the dispute is not resolved within 30 days of the commencement of informal efforts under this clause, which for the avoidance of doubt shall include escalation to senior management and/or the CEOs of each party, either party may pursue formal legal or other dispute resolution action.
- 14.12.3. Nothing in this Agreement shall prevent either Party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive or other emergency or interim relief as is necessary.
- 14.13. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including contractual disputes or claims shall be based on the following CUBE entity identified in the Order Form:
- 14.13.1. *CUBE Content Governance Limited, Acin Limited*, or any CUBE entity not otherwise identified in this clause 14.13, shall be governed and construed in accordance with the law of England and Wales, United Kingdom. Each party irrevocably agrees that the courts of United Kingdom and Wales, United Kingdom shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter.
- 14.13.2. *CUBE Content Governance Inc.* shall be governed and construed in accordance with the law of New York, New York, United States of America. Each party irrevocably agrees that the courts of New York, New York, United States of America shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter.
- 14.13.3. *Regsbase Hub Artificial Intelligence Private Limited* shall be governed and construed in accordance with the law of Pondicherry, India. Each party irrevocably agrees that the courts of Pondicherry, India shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter.
- 14.13.4. *CUBE Content Governance Pty Limited* shall be governed and construed in accordance with the law of Victoria, Australia. Each party irrevocably agrees that the courts of Victoria, Australia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter.