



## Janes Terms & Conditions - APAC

The following standard terms and conditions will apply to the supply of goods and services by Jane's Group UK Limited or its Affiliates (together "*Janes*") whether sold on subscription (including SaaS) or by way of consultancy and by accessing or utilising the Product(s), Client accepts and agrees to be bound by these terms and conditions (to the exclusion of the Client's standard terms and conditions of purchase).

### 1. DEFINITIONS

- 1.1** "*Affiliate*" means any legal entity which controls, is controlled by, or is under common control of either Party (ownership of more than 50% of assets or stock with control over day-to-day operations).
- 1.2** "*Agreement*" means these terms and conditions and associated Order Form(s) and/or Statement(s) of Work (as applicable) and any annexure to such Order Form(s) and/or Statement(s) of Work.
- 1.3** "*Authorised User(s)*" means employees of Client and/or Client's Affiliates, as applicable, who are authorised by Client to use the Product for its licensed purpose. Client assumes full liability and responsibility for the acts and omissions of its Authorised Users and will take all reasonable steps to ensure that no unauthorised persons shall have access to the Product.
- 1.4** "*Client*" shall have the same definition given to it in the Order Form and/or Statement of Work (as applicable).
- 1.5** "*Client Information*" means any confidential or proprietary information or data provided by Client to Janes to enable Janes to perform its obligations under this Agreement.
- 1.6** "*Confidential Information*" means: (a) Janes Property; (b) Client Information; (c) the terms of this Agreement; and (d) any information that by its nature, Recipient knows or should know is confidential or proprietary, including Discloser business or technical information.
- 1.7** "*Documentation*" means the advice, assessments, analysis, data, documents, manuals, material, recommendations, studies and user guides (in electronic or physical written form) provided by Janes to Client for use with a Product.
- 1.8** "*Expenses*" means the reasonable and documented expenses incurred by Janes to provide Products to Client.
- 1.9** "*Fees*" means the money owed to Janes for Products or as specified in the Order Form and/or Statement of Work (as applicable). Fees are exclusive of Expenses and Taxes, such Expenses and Taxes will be charged separately to Client.
- 1.10** "*Internal Use*" means that Authorised Users may use the Product only for Client's internal business purposes. Except as otherwise specified on an Order Form and/or Statement of Work (as applicable), Products are not licensed for external use.
- 1.11** "*Janes Property*" means: (a) the business process, data management and analytics technologies of Janes, including without limitation; any algorithms, analyses, data, databases, Documentation, formats, forecasts, formulas, inventions, know-how, methodologies, platforms, processes, Software, tools, trade secrets, and Products, and (b) any and all derivative works, enhancements, or other modifications to any of those referenced in (a) above.
- 1.12** "*Order Form*" means the document, in electronic or physical written form, executed by both Parties describing the Subscription Product(s) being licensed, the license term, Fees, Expenses, and any special terms or conditions contained in Order Form and/or annexure to such Order Form.
- 1.13** "*Product(s)*" means all information, goods and services (including software as a service (SaaS)) provided by Janes and/or its third-party providers to Client under this Agreement including:
- (a) information, goods and services provided on a subscription or one-off basis which may be accessed electronically or delivered/received in physical format ("*Subscription Products*");
  - (b) consultancy services in relation to advising on Client's products, commercial and competitive strategies which includes the training and development of Client ("*Consultancy Products*"); and/or
  - (c) books and magazines; and/or
  - (d) training
- 1.14** PROVIDED ALWAYS that Janes reserves the right to replace or modify, temporarily or permanently the Product(s) (or any part thereof) without prior notice to Client.
- 1.15** "*Software*" means the machine-readable code that is made available to Client by or on behalf of Janes for use in connection with Subscription Product(s), whether such code is executed on Authorised User computers, Client's servers, or Janes' servers.
- 1.15** "*Statement of Work*" means the document, in electronic or physical written form, executed by both Parties describing the Consultancy Products to be provided to Client by Janes. A Statement of Work will include the Fees, any deliverables to be provided to Client (for example, Documentation addressing a specific question or topic), any acceptance criteria, and any other applicable terms; if no acceptance criteria or other special terms are specified in a Statement of Work, the Consultancy Products described in that Statement of Work will be deemed accepted by both Parties upon commencement of the performance of such Statement of Work.



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**1.16** “System” means a third party database, software program, algorithm, graphical user interface (GUI), or other method that is not Software that enables an Authorised User to access, query, map, or otherwise electronically interact with information provided under this Agreement, whether via defined application protocol interfaces (APIs), macros, or otherwise.

**1.17** “User Subscription” means the user subscriptions purchased by Client as indicated on the relevant Order Form(s) which entitle Authorised Users to access and use the Products under this Agreement.

**1.18** “Taxes” means value-added, sales, use, import, or any taxes other than taxes assessed upon the income of Janes. Client must submit all applicable documentation to receive tax exempt status.

### **2. FEES, PAYMENT, DELIVERY AND TAXES.**

**2.1** Janes will invoice Client for all Fees and Expenses due under any Order Form and/or Statement of Work (as applicable). Client will pay Janes the Fees and Expenses in based on the terms in this Agreement and in the currency specified in the Order Form and/or Statement of Work (as applicable). Fees for Products are non-refundable. Client has no right of set-off.

**2.2** If undisputed payment is not received when due Janes may:

- (a) accrue interest at the lesser of:
  - (i) one per cent (1%) per month; or
  - (ii) the highest rate permitted in law, and/or
- (b) discontinue the provision of Products to Client.

### **3. INTELLECTUAL PROPERTY.**

**3.1** Janes and/or its third-party providers owns all Janes Property, and Client owns all Client Information. Janes may use any suggestions/feedback from Client without any limitation and obligation to Client so long as such suggestions/feedback do not include Client Information.

**3.2** Neither Party will remove any copyright, trademark, or other proprietary notices of the other Party or any third party on any materials received from the other Party and each Party will reproduce all such notices on all copies of such materials.

**3.3** Client agrees to take commercially reasonable actions on a day to day basis to assist Janes in the protection of Janes and Janes’ third-party providers’ intellectual property.

**3.4** Except as specifically authorised in this Agreement, Client may not copy, distribute, publish, republish, scan, translate, transfer, sell, license, lease, give, permanently retain,

decompile or disassemble, reverse engineer, or otherwise reproduce, disclose or make available to others, or create derivative works from the Product or any portion thereof. Client may make a reasonable number of copies of any Documentation, provided all such copies include all legends, copyright and other proprietary notices that appear on the original.

### **4. LICENSE GRANT BY CLIENT**

**4.1** Client grants to Janes, and Janes hereby accepts, the non-transferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use Client Information to the extent necessary and/or incidental to the provision of the use of the Product to Client. Client acknowledges and agrees that Client Information and information regarding Client and Authorised Users that is provided to Janes and/or its third-party providers in connection with this Agreement may be (a) processed by Janes and/or its third-party providers to the extent necessary and/or incidental to the provision of the use of the Product to Client and (b) transferred outside of the country or any other jurisdiction where Client and Authorised Users are located.

**4.2** In addition, Client acknowledges and agrees that it is Client’s obligation to inform Authorised Users of the processing of Client Information and information regarding Client and Authorised Users pursuant to this Agreement and to ensure that such Authorised Users have given any necessary consent to such processing as required by all applicable data protection legislation. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client Information and information regarding Client and Authorised Users. Client agrees that the license to the Client Information shall survive termination of this Agreement solely for the purpose of storing backup Client Information in accordance with the terms of this Agreement.

### **5. WARRANTIES.**

#### **5.1 Janes Products.**

**5.1.1** Any Product provided by Janes under this Agreement is provided “AS IS”. Product(s) are compiled from materials furnished to or obtained by Janes from outside sources.

**5.1.2** Client acknowledges that all information provided under this Agreement has not been prepared to meet any specific requirements of Client and therefore Client is responsible



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to ensure that all information (whether verbally or in writing) and/or Documentation provided under this Agreement meets Client's own individual requirements.

**5.1.3** Janes does not warrant:

- (a) the completeness or accuracy of any information (whether verbally or in writing) and/or Documentation provided under this Agreement;
- (b) that Client's use of Product(s) will be uninterrupted or error-free; or
- (c) that the results obtained will be successful or will satisfy Client's requirements.

**5.2** **Disclaimer.** JANES AND ITS THIRD-PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CLIENT ASSUMES ALL RISK IN USING THE RESULTS OF PRODUCT(S). REPORTS, INFORMATION, COMMENTS AND REMARKS PROVIDED AS PART OF THE CONSULTANCY PRODUCTS IS PROVIDED AS GENERAL MARKET COMMENTARY AND IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT SERVE AS INVESTMENT ADVICE, OFFICIAL ENDORSEMENT, OR ANY OTHER PROFESSIONAL ADVICE AND/OR SERVICE BY JANES IN ANY WAY, SHAPE OR FORM.

### **6. AUTHORIZED USE OF THE PRODUCT**

**6.1** **Creation of Works from the Product.** Client may create reports or presentations (collectively "Work") using information from the Product provided such Work is for Client's Internal Use only. Nothing in this Section 6.1 will operate so as to vest in Client any proprietary rights in any Products or portions of Work in any way derived from Products.

**6.2** **Amount of the Product in Works.** Client undertakes: (a) that the information from the Product used in the Work will be insubstantial and de minimis in nature and will not be primarily a copy of the Product, and (b) not to create Work that uses a portion of the Product that could reasonably be considered substantial.

**6.3** **Work not to be Commercialised.** Client must never use Work: a) to produce a commercial product or service, or b) directly for revenue generating purposes.

**6.4** **Citing Janes in Work.** In Work, Client will represent Janes or its third party provider as the source of the Product information in the following form: "Includes content supplied by [NAME OF Janes COMPANY or its third party provider]; Copyright © [NAME OF Janes COMPANY or its

third party provider], [publication year]. All rights reserved".

**6.5** **Use of Work at End of Term or Termination.** Upon termination or expiry of this Agreement, subject to payment of the applicable Fees, and subject to Client's continued compliance with the Agreement; Janes, at its sole discretion, may consent to permit Client to continue to access Work created by Client.

### **7. AUDIT.**

**7.1** Upon reasonable notice by Janes to Client, and not more than once annually (unless prior violations have been discovered), during the term of this Agreement and one (1) year thereafter, Janes may audit relevant records (e.g. records related to Client's use of Products) at Client's premises during normal business hours to enable Janes to ensure Client's compliance with this Agreement.

### **8. CONFIDENTIAL INFORMATION.**

**8.1** Where either Party ("*Discloser*") provides the other ("*Recipient*") with Confidential Information, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorised and/or provided in the Agreement without the prior written consent of the other. Confidential Information shall not include information: (a) which is or becomes public knowledge other than by a breach of this Section 8.1 (b) that is required to be disclosed by any applicable law or by any recognised stock exchange, (c) that is obtained from a third party without restriction and without breach of an obligation under the Agreement and (d) information which can be shown to have been independently developed by the Parties by means other than through its access to the Confidential Information. Upon any expiration or termination of this Agreement or Order Form, Recipient promptly will return to Discloser or destroy all Discloser Confidential Information that it has in its possession or control related to the Agreement or Order Form as applicable.

### **9. INDEMNIFICATION.**

#### **9.1 By Janes.**

**9.1.1** Except as otherwise specifically set forth in this Agreement, Janes will indemnify, defend, and hold harmless Client for any damages (and related attorney's fees) awarded by a court in favour of any third party alleging that Products infringe or misappropriate any third party intellectual property rights, including any patent, copyright, trademark, or trade secret, in the country(s) of Client's locations as licensed under an Order Form ("*Infringement Claim*").

**9.1.2** Janes will have no liability under this Section 9.1 for any Infringement Claim arising from: (a) failure to use Products in accordance with this Agreement, (b) the modification of



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a Product not specifically authorised in writing by Janes; (c) the combination of a Product with any third party software, equipment, or information not specified in the Documentation; (d) the use of a version of a Product other than the then-current version, if the infringement would have been avoided by use of the then-current version; or (e) compliance with designs, plans, or specifications furnished by or on behalf of Client.

**9.1.3** If Products are held or are believed by Janes to infringe, Janes may choose, at its sole discretion and expense: (a) to modify the Products so that they are non-infringing; (b) to replace the Products with non-infringing Products that are functionally equivalent; (c) to obtain a license for Client to continue to use the Products; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the Order Form for the infringing Products and refund Fees paid for such infringing Product(s); in case of provision of subscription Products, prorated from the date of the Infringement Claim. This Section 9.1.3 states the entire liability of Janes and Client's sole and exclusive remedy for any infringement of third-party proprietary rights of any kind.

**9.2** **By Client.** Client will indemnify, defend and hold harmless Janes for any damages (and related attorney's fees) awarded by a court in favour of any third party alleging that Client Information used by Janes in accordance with the terms and conditions of the Agreement infringes or misappropriates any third party intellectual property rights including any patent, copyright, trademark, or trade secret. If Client Information is held or is reasonably believed by Janes to infringe, Janes will cease using such Client Information and will not be liable to Client for any breach or failure to perform under the Agreement for which Client Information was provided.

**9.3** **Mutual Indemnification.** Each Party will indemnify, defend, and hold the other Party harmless from any claim, demands, liabilities, suits, or expenses of any kind for personal injury or damage to tangible property to the extent arising from its negligence or wilful misconduct on either Party's premises.

**9.4** **Indemnification Procedure.** The indemnification obligations of each Party under this Section 9, are contingent upon the indemnified Party providing to the indemnifying Party: (a) prompt written notice of the alleged claim; (b) sole control of the defence or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the indemnifying Party's expense. If the indemnified Party chooses to be represented by counsel, it will be at the indemnified Party's sole cost and expense.

### **10. SECURITY MEASURES.**

**10.1** Janes reserves the right to employ security measures to monitor usage of the Products to ensure Client's compliance with the Agreement so long as these security

measures are not prohibited by law. Any attempt to circumvent such access restrictions or Janes' security measures will be considered a material breach of this Agreement.

### **11. LIMITATION OF LIABILITY.**

**11.1** NEITHER JANES, ITS THIRD PARTY PROVIDERS, NOR THE CLIENT WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY, INCLUDING BUT NOT LIMITED TO: (a) ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, SAVINGS, OR BUSINESS; (b) LOSS OF DATA OR INFORMATION; (c) LOSS OF GOOD WILL, REPUTATION, OR SIMILAR LOSSES; OR (d) BUSINESS INTERRUPTIONS ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY USE OF OR INABILITY TO USE PRODUCTS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

**11.2** Except for each Party's indemnification obligations under Section(s) 9.1 or 9.2, the maximum liability of Janes, its third party providers, and/or the Client to the other Party for all claims under this Agreement, in warranty, contract, tort, or otherwise, will not exceed: in the case of Products, the Fees paid by Client in the prior 12 months for the defective Products that are the subject of the claim.

**11.3** The limitations of liability in this Section 11. will not apply to the liability of a Party for: (a) damages related to death or personal injury arising out of the gross negligence or wilful misconduct of the Party; (b) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the Party; (c) to claims or loss(es) based upon breaches by the Party of its license/authorised use or the other Party's intellectual property right.

### **12. TERM AND TERMINATION.**

**12.1** The term of this Agreement with respect to the supply of each applicable Product will be set forth in the applicable Order Form and/or Statement of Works.

**12.2** All information provided under this Agreement shall remain to be solely and exclusively owned by Janes and no ownership of Janes Property nor Products provided under this Agreement shall be conferred to Client under this Agreement. Any termination does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for unaffected Products. Upon the termination of this Agreement, or any Order Form; all Fees and Expenses owed by Client through the date of termination automatically and immediately become due and payable.

**12.3** **Effect of Term or Termination.** Unless otherwise provided in the Agreement, Client may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Client



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represents and warrants that upon any expiration or termination of this Agreement or an Order Form, as applicable, Client immediately will: (a) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (b) destroy any items relating to Products (including but not limited to data, Software, and Documentation) and purge any Product data from all electronic media; and (c) upon request from Janes, provide written certification to Janes that Client has complied with this Section 12.3.

### 13. PHYSICAL DELIVERY.

Products which are shipped physically shall be delivered within an estimated and reasonable timeframe. Client acknowledge and agrees that time is not of the essence. Janes shall not be liable for any delay in the delivery of Products that are shipped physically. Unless otherwise agreed by the Parties, packing and carriage charges are not included in the Fees for Products which are shipped physically and will be charged separately to Client.

### 14. ANTI-CORRUPTION AND EXPORT CONTROL.

**14.1** Both Parties shall: (a) comply with all applicable laws of the United States and other applicable jurisdictions relating to anti- corruption and agree not to perform, offer, give and receive bribes or corrupt actions in relation to the procurement or performance of this Agreement and (b) comply with all applicable export laws and regulations of the United States and other relevant local export laws (including but not limited to the laws in Section 14.2) as they apply to the Products provided by Janes under this Agreement. Failure to comply with all applicable anti-corruption or export laws (including but not limited to the laws in Section 14.2) will be deemed a material breach of the Agreement.

**14.2** Client shall not export directly or indirectly, any technical data acquired from Janes and/or its third-party providers under this Agreement or any products utilising any such data to any country for which the United States Government ("U.S.G.") or any agency thereof at the time of export requires an export license or other government approval, including without limitations approvals under the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control, without first obtaining such license or approval. No controlled technical data shall be disclosed until the foregoing has been completed and the recipient of any information subject to US Export controls shall strictly comply with the requirements of all applicable licenses and/or approvals. This Agreement shall be subject to any such export license and/or approval just as if such license and/or approval were incorporated herein as part of this Agreement. The Parties understand that the U.S.G. may determine at any time and for any reason to suspend and/or revoke any previously issued license and/or approvals. In the event of such a suspension and/or

revocation the Parties agree to immediately comply with the requirements of such suspension and/or revocation. Notwithstanding any other provision of this Agreement, neither the Client nor its Affiliates shall export, directly or indirectly, any U.S. source technical data acquired from the other under this Agreement or any commodities using such data to any foreign person, entity, or country to which the U.S.G. or any agency thereof forbids export or for which the U.S.G. or any agency thereof at the time of export requires an export license or other government approval, without first obtaining such license or approval.

### 15. U.S.G USE.

The following is a notice to Client as well as to any potential third party recipients of the Products: The Products provided hereunder: (a) were developed at private expense and are Janes' proprietary information; (b) were not developed with government funds; (c) are Janes' trade secrets for purposes of the Freedom of Information Act; and (d) are commercial items as defined in FAR 2.101. Any Products, used by, for, or on behalf of the U.S.G are provided with LIMITED RIGHTS. Any software or tools embedded in Products used by or on behalf of the U.S.G is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of data or software by the U.S.G is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FARS 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Janes.

### 16. MISCELLANEOUS.

**16.1** Entire Agreement and Construction. These terms and conditions together with the applicable Order Form(s) and/or Statement(s) of Work together with any annexure(s) to such to such Order Form(s) and/or Statement(s) of Work set forth the entire agreement between the Parties and supersedes any and all prior proposals, agreements or communications, written or verbal, of the Parties with respect to the subject matter of the Agreement. In the event of a conflict between any parts of this Agreement the order of priority for construction purposes shall be (i) the Order Form(s) and/or Statement of Work(s), (ii) annexure(s) to such Order Form(s) and/or Statement(s) of Work and (iii) these terms and conditions in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict

**16.2** Priority. Nothing contained in any Client-issued purchase order, purchase order acknowledgement, or purchase order terms and conditions (including any online terms as part of the required procurement process) will modify or add any additional terms or conditions to this Agreement. Such document(s) is for Client's administrative purposes

only, and shall not be binding on either Party, even if acknowledged, executed, or processed on request of Client.

**16.3** **Compliance.** If Client executes the applicable Order Form on behalf of itself and its Affiliate(s), then Client shall be responsible for ensuring compliance with this Agreement by itself, Client's Affiliate(s), its Authorised Users, and the Authorised Users of Client's Affiliates.

**16.4** **Force Majeure.** Janes shall have no liability to Client under this Agreement if Janes is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Janes or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

**16.5** **Assignment and Delegation.** Except for an assignment to an Affiliate, Client may not assign the rights and obligations under the Agreement to any third party (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of Janes, which consent will not be unreasonably conditioned, withheld, or delayed. Janes may subcontract any or all of its obligations under this Agreement to subcontractors of its choice. Client agrees that Janes' Affiliates are not deemed subcontractors for purposes of this Section 16. This Agreement is binding on the Parties, their successors, and assignees.

**16.6** **Governing Law.** This Agreement is governed by the laws of Singapore. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Section. The seat of arbitration shall be Singapore. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

**16.7** **Notices.** All notices required under this Agreement must be in writing and delivered by commercially established courier service, facsimile with written confirmation of delivery; email with written confirmation of delivery, or via certified mail, return receipt requested, to the addresses specified in the Order Form. Any legal notices must also be copied to "Attention: Janes Legal Department, General Counsel."

**16.8** **Limitation Period.** Any cause of action arising under this Agreement shall be asserted within two (2) years of the

date upon which such cause of action accrued, or the date upon which the complaining party should have reasonably discovered the existence of such cause of action, whichever is later. No failure or delay by either Party to exercise any right they may have operates as a waiver of their rights at any future time.

**16.9** **Independent Contractors.** The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the Parties.

**16.10** **Survival.** The terms and conditions of the Agreement (including Sections 8, 9 and 10) will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realisation of the benefit thereof by the Party in whose favour they operate.

**16.11** **Third Party Rights.** No term of the Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to the Agreement.

**16.12** **Publicity.** Janes may use Client's name and logo in compiling a list of Janes' Clients. Any additional publicity concerning Client will require Client's prior consent.

**16.13** **Execution.** Each person executing this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorised and has full authority to execute and deliver this Agreement. Each Party consents to the other Party's use of electronic signatures on this Agreement. Neither Party may object to the legal effect or enforceability, as a result of such electronic signature, which will be considered to be an original binding signature.

**Sections 17 to 21 (inclusive) shall apply to Subscription Products only**

**17. FEES FOR SUBSCRIPTION PRODUCTS**

**17.1** If automatic renewal is indicated on the Order Form and unless otherwise agreed in the Order Form, in each subsequent one-year term, the Fees shall be subject to an annual increase of the United Kingdom Consumer Price Index (UK CPI) rate of inflation (as applicable for such year) plus three per cent (3%). If the aggregate percentage of the UK CPI rate of inflation plus three per cent (3%) is a negative value, then there will be no change to the Fees that year.

**17.2** Delivery of Products is deemed to occur, and risk of loss passes upon the dispatch of the Product in physical form or when Janes provides access codes and/or login credentials ("Access Credentials") to Client that allow Client to access or to take immediate possession of Product.

**18. LICENSE GRANT BY JANES.**

**18.1** Janes grants to Client, and Client hereby accepts, a license that is limited, non-exclusive, non-transferable, non-sub-



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licensable, and revocable (solely to extent provided in Section 12 of the Agreement). Client may use the Subscription Products in the specified media and accompanying Documentation (if any), for its Internal Use only.

**18.2** The Order Form will specify information relevant to the license grant, including: (a) the license term, (b) whether such license is granted on a one-off or automatic renewal basis, (c) the number of Authorised Users, and (d) the Subscription Product(s) being licensed.

**18.3** Subscription Products are licensed on a per Authorised User, per Client, and (if applicable) per System basis, as further specified in the Order Form. Any access of any information or any other Subscription Product, may only be directly by an Authorised User, or via an authorised System by an Authorised User. No access to Subscription Products, or than as part of a Work, may be provided to any non-Authorised User.

**18.4** Client undertakes that: (a) the maximum number of Authorised Users that it authorises to access and use the Products shall not exceed the number of User Subscriptions Client has purchased from time to time as indicated on the applicable Order Form(s); (b) Client shall not allow any User 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 Product; and (c) Client assumes full liability and responsibility for the acts and omissions of its Authorised Users and will take all reasonable steps to ensure that no unauthorised persons shall have access to the Subscription Product.

**18.5** Where applicable, Janes will issue to Client Access Credentials to access the Subscription Products, which Client acknowledges is only for Client's and its Authorised Users' use and may not be shared with anyone else. Client is solely responsible for all use, authorised or unauthorised, of Subscription Products (including use by Authorised Users). Client must notify Janes immediately of any unauthorised use of Subscription Products and/or Access Credentials.

### **19. CANCELLATION, EXPIRATION OR TERMINATION OF AN ORDER FORM**

**19.1** If automatic renewal for a Subscription Product is indicated on the Order Form, the term of Subscription Product(s) will automatically renew for an additional one-year period unless terminated as provided in Section 19.2 of this Agreement.

**19.2** Either Party may cancel an Order Form for Subscription Products if:

(a) the Party gives written notice to the other Party of its election to terminate at least 30 days before the end of the initial term (in the case of a Subscription Product being provided on a one-off basis) or the end of the renewal term of the Order Form (in the case of a Subscription Product being provided on a renewal basis);

(b) Client commits a breach of any material term or condition of this Agreement and does not cure such breach within 30 days of written notice; or

(c) Client's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against Client for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or Client is adjudged bankrupt.

**19.3** In the event that Janes no longer has the necessary right from any third party to license or distribute a Subscription Product ("*Terminated Subscription Product*"), Janes may, at its sole discretion:

(a) source and obtain a similar or alternative license and/or distribution rights to replace such Terminated Subscription Product as soon as practicable;

(b) develop a similar or alternative Subscription Product to replace such Terminated Subscription Product as soon as practicable; or

(c) cancel and terminate the supply of such Terminated Subscription Product and provide a pro-rata refund to Client for the supply of such Terminated Subscription Product being cancelled and terminated.

**19.4** Upon any expiration or other termination of an Order Form, all licenses granted under such Order Form will immediately terminate. All terms and conditions of this Agreement will continue to apply to any Order Forms that have not been so terminated.

### **20. EFFECT ON ASSIGNMENT OR CHANGE OF CONTROL.**

**20.1** Client acknowledges that additional Fees may be payable for license(s) granted under this Agreement upon: (a) an assignment of this Agreement and/or such license(s); or (b) a change of control, proposed merger, consolidation, combination, or reorganisation involving Client or Client's Affiliates, as applicable.

### **21. ENABLING SOFTWARE.**

**21.1** If the Subscription Products licensed under this Agreement are provided along with any web tool, search engine or Software in order to access the Subscription Products

(“Enabling Software”), Client agrees to use the Enabling Software only for purpose of accessing the Subscription Products and subject to the restrictions as set forth herein.

**21.2** Client shall not use any linking, deep-linking, framing or page-scraping technology, robots, spiders or other automatic devices, programs, algorithms or methodologies, or any similar or equivalent manual processes, to access, acquire, copy, distribute, display or monitor any portion of the Subscription Products or any content or information provided by Janes and/or its third-party providers to Client under this Agreement. The Client shall not in any way reproduce or circumvent the navigational structure or presentation of the Subscription Products or any content, to obtain or attempt to obtain any data, materials, documents or information through any means not purposely made available through the Subscription Products.

**21.3** Client shall not use the Subscription Products or any content or information provided by Janes and/or its third-party providers to Client under this Agreement to develop, support, create or provide pricing for any database or product that competes directly with the content or any other product or service offered by JANES (including Subscription Products) or would create a functional substitute for any such product or service offered by JANES (including Subscription Products).

**21.4** Client shall not attempt to and shall not decompile or disassemble, reverse engineer any data collection, sourcing, management, analytics, categorisation, or commercialisation or product development methodology and/or technologies: (a) accessible through the Subscription Products; or (b) owned by Janes and/or its third-party providers.

**Sections 22 to 23 (inclusive) shall apply to Consultancy Products only**

**22. CANCELLATION OF STATEMENT OF WORK**

**22.1** In the event that Client cancels all or part of a Statement of Work before the complete performance and/or delivery of the scope of services and deliverables set forth in the relevant Statement of Work then Janes will be entitled to charge Client an early termination fee in an amount of eighty per cent (80%) of the Fees applied to all or part of the Statement of Work (as applicable). In the event that Client made an advance payment in excess of the applicable early termination fee, Janes will arrange an appropriate refund to Client.

**23. OBLIGATIONS OF CLIENT**

**23.1** Notwithstanding Janes’ duties and responsibilities under this Agreement, Client shall solely and fully retain responsibility and accountability for:

- (a) the management, conduct and operation of Client’s business and affairs;
- (b) deciding to what extent Client wish to use, rely on or implement any advice, proposals and/or recommendations (whether verbally or in writing) provided as part of the Consultancy Products;
- (c) any decisions by Client affecting the Consultancy Products, Client’s interests and affairs; and
- (d) any delivery, achievement or realisation of benefits directly or indirectly related to the Consultancy Products.

**23.2** When Janes is providing the Consultancy Products at the Client’s premises, Client shall ensure that all arrangement are made for access, security procedures, virus checks, facilities, licenses or consents as may be required or desirable without any cost to Janes. Client shall inform Janes as soon as possible of any information or development which might have a bearing on the Consultancy Products.

**23.3** In order to enable Janes to provide the Consultancy Products, Client shall promptly supply all information and assistance and all access to all relevant documentation in Client’s possession and/or control.