

By accessing the Products, Client accepts and agrees to be bound by these terms and conditions.

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 Data Terms and Conditions, the incorporated Exhibit, and the applicable Order Forms.

1.3 "Client Information" means any confidential or proprietary information or data provided by Client to Licensors to enable Licensors to perform its obligations under the Agreement.

1.4 "Confidential Information" means: (a) Licensors Property; (b) Client Information; (c) the terms of the Agreement; and (d) any information that by its nature, Recipient knows or should know is confidential or proprietary, including Discloser business or technical information.

1.5 "Divisional Affiliate" means any legal entity which is: (i) directly controlled by Client or Client's parent company (ownership of more than 50% of assets or stock with control over day-to-day operations), and (ii) together with Client operates a distinct and separate business division/unit within the Client enterprise.

1.6 "Documentation" means the material, user guides, and manuals provided by Licensors to Client for use with a Product.

1.7 "Exhibit" means the Exhibit which contains the terms or conditions specific to the Products.

1.8 "Expenses" means the reasonable and documented expenses incurred by Licensors to provide Products to Client.

1.9 "Fees" means the money owed to Licensors for Products provided in the Order Form. Fees are exclusive of Expenses and Taxes, which will be charged separately to the Client. All Taxes imposed by any Governmental Authority on any amount payable by Client under this Agreement, other than Taxes levied on the net income of Licensors, shall be borne by the Client. In the event that Licensors is required to pay or collect any such Taxes, or Client is required to withhold such Taxes, then the amount payable by Client hereunder shall be increased by the amount of such Taxes and paid by Client in addition to the Fees.

1.10 "Governmental Authority" means the government of any nation or any political subdivision thereof, whether at the national, state, municipal, or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, government.

1.11 "Licensors" means the Dow Jones entity specified as licensors in the Order Form.

1.12 "Licensors Property" means: (a) the business process, management and analytics technologies of Licensors, including without limitation; any algorithms, analyses, data, databases, Documentation, formats, forecasts, formulas, inventions, know-how, methodologies, processes, tools, trade secrets, and Products, and (b) any and all derivative works, enhancements, or other modifications to any of the above.

1.13 "Order Form" means the document executed by both Parties describing the Product(s) being licensed, the license term, Fees, Expenses, and any special terms or conditions, including any relevant annex.

1.14 "Product(s)" means all information provided by Licensors and/or its third party providers to Client under an Order Form which may be accessed electronically or delivered/received in physical format. Products may include any web tools, search engines, or software provided by Licensors that can be used by Client when accessing Products which Client agrees to use only for purpose of accessing the Products and subject to the restrictions as set forth herein. Licensors reserves the right to replace or make any change to the Product(s) by providing at least 45 days prior written notice to the Client.

1.15 "Taxes" means any tax or assessment of any kind, including but not limited to sales, use, services, license, income, franchise, business, occupation, property, excise, gross receipts, turnover, value added tax, goods and services tax, stamp, withholding tax, consumption taxes, service tax, equalization levy and customs duties or fees and any fines, penalties, surcharges, interest or additions-to-tax attaching thereto. Client must submit applicable documentation to receive tax exempt status.

2. FEES, PAYMENT, DELIVERY AND TAXES.

2.1 Licensors will invoice Client for all Fees and Expenses due under any Order Form. Client will pay Licensors the Fees and Expenses in advance, within 30 days from date of invoice issued by Licensors and in the currency specified in the Order Form. Fees for Products are nonrefundable. Licensors may: (a) accrue interest at the lesser of 1% per month or the highest rate permitted in law, and/or (b) suspend or discontinue the provision of Products if payment is not received when due. Client has no right of set-off.

2.2 Unless otherwise agreed in the Order Form, Licensors reserves the right to modify the Fees after the initial subscription term by providing at least 45 days prior written notice to the Client; provided such change will occur no more than once in any 12 month period.

2.3 Delivery of Products is deemed to occur and risk of loss passes upon delivery or when Licensors provides access codes to Client that allow Client to access or to take immediate possession of Product.

3. OWNERSHIP OF INTELLECTUAL PROPERTY.

3.1 Licensors or its third party providers owns all Licensors Property, and Client owns all Client Information. Client may provide suggestions/feedback which Licensors may use without any 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.

4. CONFIDENTIAL INFORMATION.

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 authorized/provided in the Agreement without the prior written consent of the other. Confidential Information shall not include information: (i) which is or becomes public knowledge other than by a breach of this clause, (ii) that is required to be disclosed by any applicable law or by any recognized stock exchange, (iii) that is obtained from a third party without breach of an obligation of confidentiality and (iv) information which can be shown to have been independently developed by a Party 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.

5. INDEMNIFICATION.

5.1 By Licensors.

5.1.1 Except as otherwise specifically set forth in an Order Form, Licensors will indemnify, defend, and hold harmless Client (and its Affiliates if such Affiliates have a license to the Product) for any damages (and related attorney's fees) awarded by a court in favor 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").

5.1.2 Licensors will have no liability under this Section 5.1 for any Infringement Claim arising from: (a) failure to use Products in accordance with the Agreement, (b) the modification of a Product not specifically authorized in writing by Licensors; (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 the Client.

5.1.3 If Products are held or are believed by Licensors to infringe, Licensors may choose, at its sole 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 5.1.3 states the entire liability of Licensors and Client's sole and exclusive remedy for any infringement of third party proprietary rights of any kind.

5.2 By Client. Client will indemnify, defend and hold harmless Licensors and its Affiliates for any damages (and related attorney's fees) awarded by a court in favor of any third party (a) alleging that Client Information used by Licensors 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, or (b) arising from or relating to the disclosure of Products or Licensors Property to any third party. If Client Information is held or is reasonably believed by Licensors to infringe, Licensors 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 the Client Information was provided.

5.3 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 willful misconduct on either Party's premises.

5.4 Indemnification Procedure. The indemnification obligations of each Party under this Section 5 are contingent upon the indemnified Party providing to the indemnifying Party: (a) prompt written notice of the alleged claim; (b) sole control of the defense or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the indemnifying Party's expense. If the indemnified Party chooses to be represented by counsel, it will be at the indemnified Party's sole cost and expense.

5.5 Affiliate Claims. Any claim that an Affiliate of Client may have against Licensor or its Affiliates under or in connection with this Agreement must be brought solely by Client on such Affiliate's behalf. The extension of any indemnity or other benefit to Client's Affiliates under this Agreement does not confer independent enforcement rights.

6. LIMITATION OF LIABILITY.

6.1 NEITHER LICENSOR, 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: (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.

6.2 Except for each Party's indemnification obligations under Section(s) 5.1, 5.2, 8.3.6, or 8.6.4 the maximum liability of Licensor, 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.

6.3 The limitations of liability in this Section 6. 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 willful misconduct of the Party; (b) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the Party; or (c) to claims or loss(es) based upon breaches by the Party of its License/Authorized Use or the other Party's intellectual property rights.

7. TERM AND TERMINATION.

7.1 The term of a Product license will be set forth in the applicable Order Form, and - except as it relates to One-Time Licenses - will automatically renew for additional one-year terms unless terminated as provided in Section 7.2 of this Agreement. The term of this Agreement shall continue for the term of the Order Form.

7.2 Either Party may terminate an Order Form 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 or renewal term of the Order Form for Products licensed on a term basis; (b) Licensor no longer has the necessary right from any third party to license or distribute the Product; (c) the other Party 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 (d) the other Party'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 the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or the other Party is adjudged bankrupt.

7.3 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.

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

7.5 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 represents and warrants that upon any expiration or termination of this Agreement or an Order Form, as applicable, Client immediately will: (x) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (y) 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 (z) upon request from Licensor provide written certification to Licensor that Client has complied with this paragraph.

8. ANTI-CORRUPTION, EXPORT CONTROL, AND SANCTIONS.

8.1 Both Parties shall (i) comply with all applicable laws of the United States and other jurisdictions, including those 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 (ii) comply with all applicable export laws and regulations of the United States and other relevant local export laws as they apply to the Products provided by Licensor under this Agreement. Failure to comply with all applicable anti-corruption or export laws will be deemed a material breach of the Agreement.

8.2 Unless permitted under an Order Form, the Client and its Authorized Users shall not allow the Products to be accessed from, or any log-in credentials to be used from, any country or territory subject to comprehensive Office of Foreign Assets Control ("OFAC") sanctions. An Order Form will immediately terminate in the event that either Party is designated as a Specially Designated National by OFAC.

9. U.S. GOVERNMENT 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 Licensor proprietary information; (b) were not developed with government funds; (c) are a Licensor trade secret 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. Government are provided with LIMITED RIGHTS. Any software or tools embedded in Products used by or on behalf of the U.S. Government is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FAR 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 Licensor. Title to the Products shall not pass to the government.

10. MISCELLANEOUS.

10.1 General. These terms and conditions together with the applicable Order Form sets forth the entire agreement between the Parties and supersedes any and all prior proposals, agreements or communications, written or oral, of the Parties with respect to the subject matter of the Agreement. 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 not binding on either Party, even if acknowledged, executed, or processed on request of Client. 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 Authorized Users, and the Authorized Users of Client's Affiliates. Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations hereunder except for payment for any Fees if such delay or failure result from events, circumstances or causes beyond its reasonable control. 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 Licensor, which consent will not be unreasonably conditioned, withheld, or delayed. Licensor may subcontract any or all of its obligations under this Agreement to subcontractors of its choosing. Client agrees that Licensor affiliates are not deemed subcontractors for purposes of this section. This Agreement is binding on the Parties, their successors, and assigns. This Agreement and all claims and defenses arising from it shall be governed by, construed and take effect in accordance with: (i) the laws of the State of New York and the Parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City for the purposes of adjudicating any matter arising from or in connection with this Agreement, if the Client is located within the United States or Mexico; (ii) the laws of Japan and shall be subject to the exclusive jurisdiction of the Tokyo district court, if the Client is located in Japan; (iii) the laws of the Republic of India and the Parties submit to the exclusive jurisdiction of the courts of Mumbai, if the Client is located in India; (iv) the laws of Brazil, and the Parties submit to the exclusive jurisdiction of courts of the State of São Paulo, Brazil if the Client is located in Brazil; and (v) the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the competent courts in London, England, if the Client is located outside any of the territories listed in (i) to (iv) above. The Parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. If any provision of the Agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect. All notices required under the terms and conditions 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,

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to the addresses specified in the Order Form. Any legal notices must also be copied to "Attention: Licensor Legal Department, General Counsel." 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. 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. The terms and conditions of the Agreement (including Section(s) 4, 5, 6, and 8) will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate. If a Client requires training services for Products licensed under this Agreement, then Licensor will provide such services subject to this Agreement. 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. In the event of conflict between

these terms and conditions, the Order Form, or an annex to the Order Form, the Order Form shall govern and control, followed by the relevant annex, followed by any applicable service level agreement, followed by these terms and conditions.

10.2 Publicity. Licensor may use Client's name and logo in compiling a list of Licensor's Clients. Any additional publicity concerning a Party will require the other Party's prior written consent.

10.3 Execution. Each person executing the Order Form on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver the Order Form. Each Party consents to the other Party's use of electronic signatures on the Order Form. 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.

EXHIBIT FOR DATA PRODUCTS

1. LICENSE TYPES AND DEFINITIONS

1.1 "Authorized User(s)" means employees of Client and/or Client's Affiliates or Divisional Affiliates, as applicable, who must access a Product solely to help Client use the Product for its licensed purpose. Client assumes full liability and responsibility for the acts and omissions of its Authorized Users and will take all reasonable steps to ensure that no unauthorized persons shall have access to the Product.

1.2 "Client License" means a type of license that allows the Authorized Users (number specified on the Order Form, if applicable) of Client (as of the effective date of the license) to access the Product. A Client License does not include the right to allow use by Authorized Users of Client's Affiliates.

1.3 "Enterprise-Wide License" means a type of license that allows the Authorized Users (number specified on the Order Form, if applicable) of Client and Client Affiliates (as of the effective date of the license) to access the Product.

1.4 "Divisional License" means a type of license that allows the Authorized Users (number specified on the Order Form, if applicable) of Client and Divisional Affiliates (as of the effective date of the license) to access the Product.

1.5 "One-Time License" means a type of license that allows Client to access a single delivery (in any format offered by Licensor) of a Product and is not based on an ongoing subscription. Any automatic renewal terms in this Agreement will not apply to a One-Time License.

1.6 "Site License" means a type of license that only allows Client to access the Product from the location(s) listed in the Order Form. Proxy or community access from locations not listed in the Order Form is strictly prohibited. Site License may include Client Affiliates' locations as sites, if the Order Form specifically lists the Client Affiliates' locations.

1.7 "Standalone License" means a type of license that allows Client the right to download or access the Products on a single computer. Authorized Users shall only be authorized to access the Products on such computer.

1.8 "User License" means a type of license that allows the number of Authorized Users specified in the Order Form to access the Product through user name and passwords either: (i) on a concurrent basis (i.e. allowing up to the specified number of Authorized Users the rights to access the Products simultaneously) or (ii) on a generic/named user basis.

1.9 "Internal Use" means that Authorized Users may use the Product only for Client's internal business purposes. Except as otherwise specified on an Order Form, Products are not licensed for external use.

2. AUTHORIZED USE

2.1 License Grant. Licensor grants to Client, and Client hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable (solely to extent provided in Section 7, of the Agreement). Client may use the Product in the specified media and accompanying Documentation (if any), for its Internal Use only. The Order Form will specify information relevant to the license grant, including: (a) the license type (e.g. Enterprise-Wide, Site, or User), (b) the license term (e.g. perpetual/One-Time or term/subscription), and (c) the Product(s) being licensed.

2.2 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 will operate so as to vest in Client any proprietary rights in any Products or portions of Work in any way derived from Products.

2.2.1 Amount of Product in Works. Client undertakes: (i) 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 (ii) not to create Work that uses a portion of the Product that could reasonably be

considered substantial.

2.2.2 Work Not to be Commercialized. Client must never use Work: 1) to produce a commercial product or service, or 2) directly for revenue generating purposes.

2.2.3 Citing Licensor in Work. In Work, Client will represent Licensor or its third party provider as the source of the Product information in the following form: "Includes content supplied by [NAME OF Licensor COMPANY or its third party provider]; Copyright © [NAME OF Licensor COMPANY or its third party provider], [publication year]. All rights reserved".

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

2.3 Other Copying and Distribution. Except as specifically authorized in Section 2.2 or the applicable Order Form, Client may not copy, distribute, publish, republish, scan, transfer, sell, license, lease, give, permanently retain, decompile, 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. Client shall not (and Client has no right to) use, harvest, ingest, or incorporate any Product or any content, information, or data based on, derived from, or made available through any Product for purposes of text and data mining, developing, training, tuning, grounding, or operating any automated or computational model, algorithm, system, or technology, including machine learning, artificial intelligence (whether generative or otherwise), natural language processing, or any similar or successor technology, unless Client receives Licensor's prior written permission.

2.4 Protection of Licensor Intellectual Property. Client agrees to take commercially reasonable actions on a day to day basis to assist Licensor in the protection of its and its third party providers' intellectual property.

2.5 Effect on Assignment or Change of Control. Client acknowledges additional Fees may be payable for License(s) granted under an Order Form to this Exhibit upon: (a) an assignment of this Agreement and/or such License(s); or (b) a change of control, proposed merger, consolidation, combination, or reorganization involving Client or Client's Affiliates, as applicable.

3. WARRANTIES.

3.1. Licensor Data Products. Any Product provided by Licensor under this Exhibit is provided "AS IS." Product(s) are compiled from materials furnished to or obtained by Licensor from outside sources. Licensor does not warrant the completeness or accuracy of the information, that Client's use of Product(s) will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy Client's requirements.

3.2 Disclaimer. LICENSOR 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).

4. AUDIT.

Upon reasonable notice by Licensor to Client, and not more than once annually (unless prior violations have been discovered), during the term of this Agreement and 1 year thereafter, Licensor may audit relevant records

(e.g. records related to Client's use of Products) at Client's location during normal business hours to enable Licensor to ensure Client's compliance with the Agreement. Additionally, upon request by Licensor, Client will complete an annual data declaration to identify or categorize Client's use of the Products.

5. SECURITY MEASURES.

5.1 Licensor 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 Licensor security measures will be considered a material breach of this Exhibit.

5.2 For certain Products, Licensor will issue to Client a password to access the Products, which Client acknowledges is only for Client's and its Authorized Users' use and may not be shared with anyone else. Client is solely responsible for all use, authorized or unauthorized, of Products (including use by Authorized Users). Client must notify Licensor immediately of any unauthorized use of Products and/or passwords.

6. ENABLING SOFTWARE. If the Products licensed under this Exhibit are provided along with any web tool, search engine or software in order to access the Products ("Enabling Software"), Client agrees to use the Enabling Software only for purpose of accessing the Products and subject to the restrictions as set forth herein.

7. PHYSICAL DELIVERY. Products which are shipped physically shall be delivered within an estimated and reasonable timeframe and time is not of the essence. Licensor 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.

8. ECO-MOVEMENT EV CHARGING DATA SERVICES.

8.1 Applicability. The terms in this Section apply only where the applicable Order Form identifies Eco-Movement Products or Services, including Eco-Movement EV charging data, API access, CSV delivery, data verification service, or a Compliance Service. In the event of a conflict between this Section and the other terms of the Agreement, this Section will control solely with respect to the applicable Eco-Movement Product or Service. Where the applicable Order Form expressly permits external display, publication, end-user access, map display, use in Client products or services, or submission or publication of Client Data through the Compliance Service, such use is permitted solely for the applicable Eco-Movement Product or Service and subject to this Section.

8.2 Additional Definitions. For purposes of this Section only:

8.2.1 "Account" means Client's account, provided by Licensor, through which all or part of the applicable Eco-Movement Product or Service may be accessed or used.

8.2.2 "API" means the application programming interface provided by Licensor through which Data may be made available to Client.

8.2.3 "Business Hours" means 9:00 a.m. to 5:00 p.m. CET on Working Days.

8.2.4 "Client Data" means all static and real-time data, content, and information provided by Client to Licensor in relation to Client's electric vehicle charging network.

8.2.5 "Compliance Service" means Eco-Movement's service where certain Client Data is shared with appointed NAPs, other public sector access points, or the general public on Client's behalf, as specified in the applicable Order Form.

8.2.6 "CSV" means Comma-Separated Values.

8.2.7 "Data" means all static and real-time data, content, information, and photographs, as applicable to the relevant Eco-Movement Product or Service, provided to Client by Licensor regarding electric vehicle charging points.

8.2.8 "Database" means Eco-Movement's database containing data regarding electric vehicle charging points.

8.2.9 "DRP" means Data Retrieval Platform.

8.2.10 "Eco-Movement" means Eco-Movement B.V., a wholly-owned subsidiary of Dow Jones.

8.2.11 "Error" means a significant failure of the API, Data, or CSV files to comply with the applicable specifications described in the technical documentation made available by Licensor or the Agreement.

8.2.12 "Helpdesk" means Eco-Movement's support helpdesk, which may be contacted at support@eco-movement.com or such other contact details as Licensor may provide from time to time, and which is monitored during Business Hours.

8.2.13 "Maintenance" means maintenance undertaken by Licensor in relation to an Eco-Movement Product or Service, including preventive, corrective, and adaptive maintenance, Error resolution, and ongoing improvement and actualization of the Database.

8.2.14 "NAP" means National Access Point.

8.2.15 "Service" means the provision of Data through the API or CSV files, the reporting service, the Compliance Service, Maintenance, or any other Eco-Movement service specified in the applicable Order Form.

8.2.16 "Working Days" means Monday to Friday, excluding public holidays in the Netherlands and any other holidays of which Licensor has notified Client in advance.

8.3 General Terms for Eco-Movement Services

8.3.1 Delegation. Licensor may perform its obligations under this Section through Eco-Movement B.V. or any other Affiliate. Licensor remains responsible for the performance of any obligation so delegated.

8.3.2 API Keys and Accounts. If Client accesses an Eco-Movement Product or Service through the API, an API key may be required. API keys are for Client's and its Authorized Users' use only and may not be shared with any unauthorized person. Client is responsible for implementing the API, keeping API keys confidential, and all activity conducted using Client's API keys. Client must promptly notify Licensor if an API key is disclosed or otherwise becomes known to an unauthorized person. If Client accesses an Eco-Movement Product or Service through an Account, Client must keep all login credentials secure and confidential and promptly notify Licensor of any suspected misuse or unauthorized access.

8.3.3 Client Data Accuracy. Client is responsible for the accuracy, completeness, and lawfulness of all Client Data provided to Licensor. Licensor may rely on Client Data without independent verification. Any inaccuracy, incompleteness, or omission in Client Data may affect the performance and results of the applicable Eco-Movement Product or Service without constituting a failure, breach, or default attributable to Eco-Movement or Licensor.

8.3.4 Support, Maintenance, and Availability. Client may contact the Helpdesk for support for Eco-Movement Products and Services. Licensor will endeavor to respond within a reasonable time and may charge additional fees for support outside the scope of the applicable Order Form. Licensor does not guarantee the availability of Eco-Movement Products or Services. Planned Maintenance causing material impact to availability will be announced in advance where reasonably practicable and will take place outside Business Hours unless otherwise specified in the Order Form or an applicable service level agreement. Urgent Maintenance may occur at any time and without prior notice. Licensor will endeavor to rectify Errors as quickly as reasonably practicable but does not guarantee that Errors will not occur or will be resolved. Licensor may suspend, restrict, modify, or apply temporary workarounds to Eco-Movement Products or Services where reasonably necessary for Maintenance, security, performance, legal compliance, or protection of Licensor, its clients, systems, or third parties.

8.3.5 Changes to Eco-Movement Products or Services. Licensor may introduce changes, alterations, limitations, or additions to Eco-Movement Products or Services, including the Database, API, Data, and related functionality. Licensor does not control the systems, processes, or decisions of third parties to whom Client Data or change requests may be submitted, including mapping platforms, navigation platforms, access points, public sector access points, and regulators, and Licensor does not warrant that such third parties will receive, accept, process, implement, or act on any submission, report, or change request correctly or in a timely manner.

8.3.6 Effect of Termination. Upon expiration or termination of the applicable Order Form, all rights granted to Client in the applicable Eco-Movement Product or Service will terminate, Licensor may block Client's access to the API and Accounts, and Client must delete all Data, Work, and derivative works except to the extent Client has a perpetual license expressly granted in the applicable Order Form or retention is expressly permitted by this Agreement.

8.3.7 Client Indemnity. Client will indemnify, defend, and hold harmless Licensor and its Affiliates from and against any third-party claims, losses, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (a) Client's or its end users' misuse of photographs, including any re-identification of personal data or failure to comply with deletion requests; (b) any unauthorized access to, disclosure of, or loss of Data while in Client's or its Authorized Users' possession or control; or (c) any regulatory inquiry, complaint, or enforcement action resulting from (a) or (b).

8.3.8 Interaction with Base Terms. For the purposes of Sections 3.1 and 3.2 of this Exhibit and Sections 5.1, 6, and 7.5 of these terms and conditions, references to "Products" shall be deemed to include each Eco-Movement Service.

8.4 Licensor Data: Applicable for API and DRP Services.

8.4.1 API and CSV Delivery. Licensor may provide Data through the API or CSV files, as specified in the applicable Order Form. If Data is provided through CSV files, Licensor will provide CSV files in its standard format and Client is solely responsible for importing the Data into Client's own systems and networks. The API, CSV files, and Data are provided on an "as is" basis, subject to the disclaimers and limitations in this Agreement.

8.4.2 Protection of Licensor Data. Client must implement and maintain appropriate technical and organizational measures designed to protect Data from unauthorized access, use, disclosure, alteration, or destruction. Such measures must include, at a minimum: (a) access controls limiting access to Data to Authorized Users; (b) encryption of Data in transit and at rest where technically feasible; (c) reasonable security assessments and updates; and (d) prompt notice to Licensor of any known security breach or unauthorized access involving Data. Client is responsible for ensuring that its Affiliates, Authorized Users, and any permitted end users comply with the foregoing measures to the extent they access or use Data.

8.4.3 Fair Use and Technical Restrictions. Use of network capacity and storage space is subject to a fair use regime. Client may not use an Eco-Movement Product or Service in a manner that causes nuisance, hindrance, impairment, or risk to Licensor, its systems, other clients, or third parties. Licensor may limit or block access, suspend the applicable Product or Service, or charge additional fees at its customary rates if Client exceeds applicable usage limitations or usage materially exceeds normal usage patterns for comparable clients. To obtain real-time status updates, Client must use the PUSH service unless Licensor approves the use of GET requests in writing.

8.4.4 Caching and Storage. The storing, caching, or archiving of photographs, EVSE status data, or any derivatives of the foregoing is not permitted except that photographs and EVSE status data may be cached or stored for up to 48 hours solely for the purpose of improving the performance of Client's product or for quality assurance purposes. Except as expressly permitted in the applicable Order Form or this Section, Client may not store, cache, or retain Data for longer than necessary for the licensed purpose.

8.5 Map Display Requirements: Applicable for API and DRP Services if external use permitted in the Order Form. If Client is permitted to publish or display Data on a map, Client must comply with the following requirements: (a) for maps displayed on a website, Client will use tile server technology whenever possible; (b) for maps displayed in an app, Client must encrypt the Data at all times; (c) Client may show only the Data attributes required for the applicable user-facing use case; (d) Client must not show charge point related IDs or other structured downloadable Data; (e) no direct calls may be made from a user app to an Eco-Movement API, and all calls from maps with charge points must go to Client's own database, which synchronizes with Eco-Movement through the Eco-Movement API; (f) charging-station-related user requests on Client's map are limited to a maximum of 3 requests per second and 250 requests per day, unless otherwise agreed in the Order Form; and (g) Client must make reasonable efforts to prevent unauthorized harvesting or "scraping" of the Data and in the event a breach is discovered, Client agrees to use commercially reasonable efforts to stop the offending party and put measures in place to prevent further breaches.

8.5.1 Photographs. If Client is licensed to receive or use photographs in the Data, Client must not, and must ensure that its Affiliates and users do not: (a) reverse engineer or remove, impede, or alter any blurring, veiling, obfuscation, or masking in any photograph; (b) re-identify, or take steps to re-identify, any data or personal data in a photograph; (c) use photographs other than for display in Client's products or services for end users who have a direct relationship with Client; or (d) permit end users to use photographs other than for their own use of Client's product or service. Client must ensure that end users agree to restrictions on photograph use that are substantially the same as the restrictions in this Agreement. Following Licensor's written request, including by email, Client must use best efforts to delete, or cause deletion of, the identified photographs from Client's infrastructure, including applications, systems, platforms, databases, production environments, cached copies, backup systems, products, and services. Deletion must be completed within 48 hours after receipt of the request, and Client must provide written confirmation within two Business Days after completion. Client must promptly notify Licensor if Client or its Affiliate receives any inquiry, request for information, complaint, or enforcement action from any third party, individual, governmental authority, or regulator in connection with any photograph obtained through the Service.

8.6 Compliance Service: Applicable for NAP Services.

8.6.1 If Client uses the Compliance Service, Client authorizes Licensor to share Client Data with the NAPs, public sector access points, and/or the general public identified in the applicable Order Form. Licensor's role is limited to processing and submitting Client Data provided by Client. Neither Licensor nor its Affiliates independently verify the accuracy, completeness, or compliance of Client Data; are not responsible for ensuring that Client Data meets substantive regulatory requirements; have no obligation to audit or validate Client Data; and act solely as a technical intermediary for data submission. Client remains solely responsible for compliance with applicable laws and regulations in relation to Client Data and the sharing of charging station data.

8.6.2 Client Representations for Compliance Service. For the Compliance

Service, Client represents, warrants, and covenants that: (a) Client has all rights, licenses, and authority necessary to provide Client Data to Licensor or its Affiliates for submission to NAPs, public sector access points, or the general public; (b) Client Data is accurate, complete, current, and complies with all applicable laws, regulations, and technical specifications required by the relevant access points or open data requirements; (c) Client Data does not infringe any third-party intellectual property, privacy, or other rights; (d) Client has obtained all necessary consents and authorizations from charging station operators, property owners, and other third parties whose information is included in Client Data; (e) Client will promptly update Client Data to reflect changes, corrections, or deletions required to maintain accuracy and compliance; and (f) Client's provision of Client Data to Licensor or its Affiliates does not violate any contractual obligation owed by Client to a third party. These representations, warranties, and covenants are made as of the effective date of the Compliance Service and are repeated each time Client provides or updates Client Data.

8.6.3 Compliance Service Remedies and Regulatory Liability. If the Compliance Service does not conform with Licensor's applicable undertaking under the Order Form, Licensor may, at its sole discretion: (a) re-submit corrected data to the applicable access point; (b) provide Client with instructions to directly submit the data; or (c) refund a pro rata portion of fees paid for the non-conforming period. Such correction, substitution, or refund is Client's sole and exclusive remedy for such non-conformity. Neither Licensor nor its Affiliates will have liability for any regulatory penalties, fines, enforcement actions, or sanctions imposed on Client due to non-compliance with access point or open data requirements.

8.6.4 Compliance Service Indemnity. Client will indemnify, defend, and hold harmless Licensor and its Affiliates from and against any third-party claims, demands, actions, proceedings, losses, damages, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs of investigation, arising from or relating to: (a) any inaccuracy, incompleteness, or error in Client Data; (b) Client's breach of any representation, warranty, or obligation in this Section; (c) any infringement of third-party intellectual property, privacy, or other rights by Client Data; (d) Client's failure to comply with applicable laws or regulations in connection with the Compliance Service; (e) any regulatory penalties, fines, or enforcement actions imposed on Licensor or its Affiliates due to Client's provision of non-compliant or inaccurate Client Data; (f) any claims by charging station operators, property owners, or other third parties whose data is included in Client Data without proper authorization; or (g) any claims arising from Licensor's or its Affiliates' submission of Client Data to access points or publication as open data in accordance with Client's instructions.

8.7 Regulatory Cooperation. If Licensor or its Affiliates receive any inquiry, request for information, complaint, or enforcement action from any access point, regulatory authority, or government entity concerning Client Data submitted under the Compliance Service, Client must cooperate with Licensor and its Affiliates in responding to such inquiry or action, provide information and assistance reasonably requested by Licensor and its Affiliates within two Business Days, and bear the costs and expenses associated with responding to such inquiries or enforcement actions. Licensor may immediately suspend the Compliance Service if Client fails to cooperate or if Licensor or its Affiliates reasonably believes that continued submission of Client Data may expose Licensor or its Affiliates to regulatory liability.