



essCERT SOFTWARE SERVICES AGREEMENT

Please read the terms of this agreement ("Agreement") carefully before logging into the essCert platform. If you do not agree to the terms of this Agreement, or you are not authorised to accept the terms of this Agreement on behalf of the Subscriber, please DO NOT LOG IN.

BY LOGGING INTO THE ESSCERT PLATFORM, THE SUBSCRIBER LEGALLY BINDS ITSELF TO ALL PARTS OF THE AGREEMENT, INCLUDING THE JURISDICTION OF THE ENGLISH COURTS AND ALL APPLICABLE LIMITATION OF LIABILITY PROVISIONS. THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT (A) IT HAS CAREFULLY READ, UNDERSTOOD AND ACCEPTS THE AGREEMENT, (B) IT HAD THE OPPORTUNITY TO PRINT OR SAVE THE AGREEMENT, AND (C) IT HAD THE OPPORTUNITY TO CONTACT essCert WITH ANY QUESTIONS BY EMAIL AT LEGAL@ESSDOCS.COM.

This essCert Software Services Agreement (this "Services Agreement") governs Subscriber's use of and access to the Services (as defined below) provided by the Provider that are identified in this Services Agreement. In consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. **GRANT.** Subject to the terms of this Services Agreement, the Provider grants Subscriber a non-exclusive, non-transferable, revocable right to permit its Authorized Users (as defined below) to access the essCert Solution (as defined below) made available by the Provider and identified in this Services Agreement, and to access and utilize the Software Services (as defined below) that the Provider makes available to Subscriber and are identified in this Services Agreement, in each case, in such form as the Services and Software Services may exist from time to time. The essCert Solution and the Software Services are collectively referred to herein as the "Services".

2. **DEFINITIONS.** All capitalized terms used in this Services Agreement and not otherwise defined herein shall have the meanings ascribed to them in this Section 2.
 - a) "Affiliate" means any entity directly or indirectly controlling, controlled by or under common control with another entity, where "control" means ownership of more than 50% of the voting stock or other equity interests of an entity, or the right to direct the management of such entity.
 - b) "Agreement" means, collectively, this Services Agreement entered into between Subscriber and the Provider, together with any applicable Additional Agreements and Additional Terms incorporated therein by reference.
 - c) "Authorized Users" means those employees or third party agents of Subscriber authorized by the Subscriber to access the Services.
 - d) "Commencement Date" means the date that Subscriber accepts the terms of this Services Agreement by logging into the Services.
 - e) "essCert Solution" means the solution enabling chambers of commerce, authorising bodies, exporters and freight forwarders to apply and issue certificates of origin electronically via the Software Services.
 - f) "Intellectual Property Rights" means all intellectual property rights (including, but not limited to, patents, copyrights, trade secrets, database rights, design rights, goodwill and trademark rights), whether registered or not, and including applications for registration thereof, rights in know-how and moral rights.



- g) "Person" means an individual, corporation, partnership, limited partnership, limited liability company, joint venture, association, trust, estate, unincorporated organization or other entity.
- h) "Provider" means Trade Cert Limited of RBK House, Irishtown, Athlone, Co Westmeath, Ireland.
- i) "Software Services" means certain graphical user interfaces, application programming interfaces, workflow engines, methods, processes, analytics and other related services, including, but not limited to, hardware, software, data access, hosted solutions, consulting, technical assistance and support services, which (a) enable, store and/or enhance the essCert Solution, and (b) provide the ability to receive and enhance the essCert Solution.
- j) "Subscriber" means the Person that has entered into this Services Agreement with the Provider.

3. USE AND RESTRICTIONS ON USE.

- a) Only the Subscriber and its Authorized Users are authorized to access and use the Services identified this Agreement.
- b) Subscriber shall not (i) copy, modify, reverse engineer, reverse assemble or reverse compile or store the Services or any part thereof; (ii) license, sublicense, transfer, sell, resell, publish, reproduce, and/or otherwise distribute or redistribute the Services or any portion or components thereof in any manner (including, but not limited to, via or as part of any Internet site); or (iii) create derivative works based on the Services or any portion thereof. Subscriber shall take all precautions that are reasonably necessary to prevent any unauthorized distribution or redistribution of the Services.
- c) Subscriber agrees that it will not disclose or provide access to the Services or any portion thereof to any person, firm or entity other than an Affiliate expressly authorized by the Provider in writing (collectively, the "Subscribed Affiliates") and Authorized Users. Subscriber shall ensure the Authorized Users' and Subscribed Affiliates' compliance with the terms and conditions of the Agreement, and Subscriber shall remain responsible for such compliance. Subscriber and each Subscribed Affiliate shall be jointly and severally liable to the Provider and its Affiliates for any breaches of the Agreement and for the indemnity obligations set forth below in Section 11(b). For purposes of defining Subscriber's obligations under the Agreement, any time the term "Subscriber" is used in the Agreement it includes all Subscribed Affiliates and Authorized Users under the Agreement, as appropriate.
- d) Subscriber shall not use the Services, in whole or in part, in any manner that competes with the Provider or any of its Affiliates, including without limitation, any distribution of the Services or derivative works based thereon.

4. SUBSCRIBER IDs AND PASSWORDS. The Provider may, in its sole and absolute discretion, issue to Subscriber, through its Authorized Users, one or more Subscriber IDs and passwords (collectively, the "Passwords") for use exclusively by such Authorized Users. In no event will Subscriber or its Authorized Users provide Passwords to any third parties. Subscriber warrants that Subscriber: (i) will be solely responsible for controlling and monitoring the use of the Passwords; (ii) will provide the Passwords only to its Authorized Users for the sole purpose of accessing and using the applicable Services; and (iii) will not provide the Passwords to any third party. Subscriber will immediately notify the Provider of any unauthorized disclosure or use of the Passwords or access to the Services or of the need to deactivate any Passwords. Subscriber acknowledges and agrees that it will be bound by any actions taken through the use of its Passwords, including the use of any Services, whether or not such actions were authorized



by Subscriber. Any notices or other communications sent by the Provider to an Authorized User shall be binding on Subscriber. In addition, Subscriber acknowledges and agrees that the Provider may rely on any instruction, agreement or authorization communicated by an Authorized User. Subscriber will promptly inform the Provider in writing if any Authorized User is no longer authorized to act in the capacity set forth herein. Sharing of Passwords and Subscriber IDs, and simultaneous access via the same Password or Subscriber ID, is prohibited. The Provider reserves the right to withhold or withdraw a Password to any Authorized User of the Provider's Service(s) and to deny access to such Service(s) in its sole business judgment.

5. ALTERATIONS, UPGRADES AND ENHANCEMENTS. The Provider reserves the right to alter or modify its Services and any portions or configurations thereof from time to time without notice. The Provider may also, in its sole discretion, make available enhancements, upgrades and other improvements to its Services which require additional fees.

6. PROPRIETARY RIGHTS/INJUNCTIVE RELIEF.

- a) All Intellectual Property Rights in the Services and any derivative works thereof, are and shall remain the sole and exclusive property of the Provider (or its Affiliates, as applicable). The Services are compiled, prepared, revised, selected and arranged by the Provider or its Affiliates through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, creativity and financial resources, and the Services constitute the valuable intellectual property of the Provider and/or its Affiliates. Subscriber shall comply with all reasonable requests made by the Provider to protect the rights of the Provider and its Affiliates, in the Services. Subject to the limited rights expressly granted hereunder, the Provider reserves all rights, title and interest in and to its Services, including all related Intellectual Property Rights. No rights are granted to Subscriber under this Agreement other than as expressly set forth in the Agreement.
- b) Copying of, use of, access to or distribution of the Services or any information, data or software contained therein in breach of the Agreement is strictly forbidden and shall cause the Provider and/or its Affiliates irreparable injury that cannot be adequately compensated for by means of monetary damages. Any breach of the Agreement by Subscriber may be enforced by the Provider or its Affiliates by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other rights and remedies that may be available.

7. TERM. Each Agreement will continue in force and effect for as long as Subscriber is receiving the applicable Services, unless and until terminated: (i) by either party upon thirty (30) days' written notice to the other; or (ii) for the reasons set forth in Section 8 below.

8. TERMINATION AND SUSPENSION OF SERVICE.

- a) Suspension of Services. Subscriber acknowledges that the Provider may, in its sole discretion, with or without cause or prior notice to Subscriber, temporarily or permanently cease to operate the Services, temporarily or permanently cease to make certain Services available, or suspend, terminate or restrict Subscriber's use of or access to the Services, in each case as and to the extent the Provider determines is necessary to protect its Intellectual Property Rights, reputation, or the integrity, operation or functioning of the Services, or as necessary to comply with applicable law or regulation. Provider will use commercially reasonable efforts to give prior notice to Subscriber of any such cessation to



the extent Provider determines such notice would not threaten its Intellectual Property Rights, reputation, or the integrity, operation or functioning of the Services, and would not conflict with applicable law or regulation. Subscriber acknowledges that its utilization of the Services may be monitored by the Provider for the purposes of maintaining the functional and operational integrity and performance of the Services, for the purposes of developing, improving, and operating current and future Services, for purposes of complying with applicable laws and regulations, and to monitor compliance with the terms of the Agreement.

- b) Termination. Each Agreement may be terminated for the additional reasons set forth below:
 - i) The Provider shall have the right to terminate the Agreement effective immediately in the event of Subscriber's breach of Section 3, 4, 6, 12, 13(d) or 13(f) of this Services Agreement.
 - ii) Either party may terminate the Agreement in the event of a breach thereof which is not cured within ten (10) days of written notice of such breach; provided, however, such termination shall not take effect if the breaching party cures or corrects the breach within such ten (10) day notice period.
 - iii) Either party may terminate the Agreement upon written notice to the other if the other party is adjudicated as bankrupt or if a petition in bankruptcy is filed by or against the other party or if the other party makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy act or insolvency laws.
- c) Effect of Termination. Termination of the Agreement shall terminate the provision of the Services under the Agreement by the Provider to Subscriber and Subscriber's use of and all access to such Services. Upon termination of the Agreement for any reason set forth herein by either party, Subscriber shall cease all use of and access to the Services provided under the Agreement.

9. RECORD RETENTION. Provider shall retain all data and logs for a period of twelve (12) months from the date of their creation or for such longer period as may be requested by the Subscriber and agreed by the Provider. On termination of the Agreement, the Subscriber shall either (i) remain liable for reasonable charges for storage and access to data; or (ii) pay fees to transfer such data to the Subscriber's care, custody, and control, at the Subscriber's option, declarable within 30 days of termination.

10. NO WARRANTIES; LIMITATION OF LIABILITY; INDEMNITY.

- a) SUBSCRIBER ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT THE PROVIDER AND ITS AFFILIATES MAKE NO WARRANTY WHATSOEVER TO SUBSCRIBER AS TO THE SERVICES, EXPRESS OR IMPLIED, AND THAT THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AT SUBSCRIBER'S SOLE RISK. THE PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER THE PROVIDER NOR ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SUBSIDIARIES, SHAREHOLDERS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY WITH RESPECT TO, AND NO SUCH PARTY SHALL HAVE ANY LIABILITY TO SUBSCRIBER FOR (I) THE ACCURACY, ADEQUACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF THE SERVICES OR (II) DELAYS, OMISSIONS OR INTERRUPTIONS THEREIN. THE PROVIDER DOES NOT, AND SHALL HAVE NO DUTY OR OBLIGATION TO, VERIFY, MONITOR, CONTROL OR REVIEW ANY INFORMATION AND/OR DATA DISPLAYED



VIA THE SERVICES. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT: (1) IT IS SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, TIMELINESS, AND COMPLETENESS OF ANY AND ALL INFORMATION AND/OR DATA DELIVERED TO IT VIA SERVICES; AND (2) IT HAS DETERMINED, BASED ON ITS OWN EVALUATION, THAT THE SERVICES AND THE AGREEMENT ARE SUITABLE FOR AND SATISFACTORY TO SUBSCRIBER, AND SUBSCRIBER HAS NOT RELIED ON ANY STATEMENT, REPRESENTATION OR WARRANTY MADE BY THE PROVIDER OR ANY PROVIDER'S AFFILIATES IN MAKING SUCH DETERMINATION.

- b) SUBSCRIBER SHALL INDEMNIFY, DEFEND AND REIMBURSE THE PROVIDER FOR, AND HOLD THE PROVIDER HARMLESS FROM, ANY AND ALL CLAIMS OR LAWSUITS OF ANY PERSON AND RESULTING COSTS (INCLUDING REASONABLE LEGAL FEES), DAMAGES, LOSSES, CONSEQUENCES, AWARDS AND JUDGMENTS CAUSED, DIRECTLY OR INDIRECTLY, BY INFORMATION AND/OR DATA UPLOADED TO, OR MADE AVAILABLE VIA, THE SERVICES BY THE SUBSCRIBER OR ITS CUSTOMERS.
- c) To the fullest extent permitted by law, Subscriber shall indemnify, protect, and hold harmless the Provider and its Affiliates and each of their respective directors, officers, affiliates, employees and agents from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs (including attorneys' fees) resulting from or arising out of any use of the Services by Subscriber or by others using the Passwords in Subscriber's possession.
- d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT WHATSOEVER SHALL THE PROVIDER OR ANY OF ITS AFFILIATES BE LIABLE TO SUBSCRIBER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOSS OF PROFITS, TRADING LOSSES, OR LOST TIME OR GOOD WILL, LOSS OF USE, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- e) NO ACTION OR CLAIM, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE SERVICES OR TO THE AGREEMENT MAY BE BROUGHT BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF SUCH ACTION OR CLAIM HAS ACCRUED.
- f) TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 10(g), IN THE EVENT THAT THE PROVIDER IS DETERMINED TO BE LIABLE TO SUBSCRIBER FOR ANY CAUSE ARISING OUT OF OR RELATED TO THE AGREEMENT, SUBSCRIBER EXPRESSLY AGREES THAT IN ENTERING INTO THE AGREEMENT, THE PROVIDER'S AGGREGATE LIABILITY, FOR ANY CLAIMS, DAMAGES OR LOSSES UNDER ALL CAUSES OF ACTION, WILL NOT EXCEED THE GREATER OF: (I) TEN THOUSAND USD (\$10,000); OR (II) THE FEES PAID AND PAYABLE BY SUBSCRIBER TO THE PROVIDER UNDER THE AGREEMENT FOR THE SERVICE IN QUESTION IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE SUCH CLAIM AROSE, LESS ALL PAYMENTS MADE OF OTHER CLAIMS SUBJECT TO THIS LIMITATION UNDER THE AGREEMENT.
- g) THE LIMITATIONS OF THE PROVIDER'S LIABILITY SET FORTH IN SECTIONS 10(c) THROUGH 10(e) SHALL NOT APPLY IN RESPECT OF (I) DEATH OR PERSONAL INJURY OF A THIRD PARTY TO THE EXTENT CAUSED BY THE PROVIDER'S



WILLFUL OR NEGLIGENT ACTS; OR (II) THE PROVIDER'S FRAUD OR WILLFUL MISCONDUCT.

- h) If a third party brings a claim or other legal action against Subscriber alleging that the Services, as and in the manner provided to Subscriber by the Provider, infringe upon a copyright, trademark, or patent of such third party ("Covered Claim"), the Provider shall defend Subscriber, at the Provider's expense, from such Covered Claim, and will pay all amounts payable to third parties in connection with any settlement or compromise of a Covered Claim approved by the Provider, and pay all damages awarded to third parties relating to a Covered Claim, including court costs and attorneys' fees awarded. The foregoing obligations of the Provider are conditioned upon and shall remain subject to Subscriber: (i) providing the Provider with prompt written notice of any Covered Claim, with the Provider's obligation to defend and indemnify Subscriber with respect to a Covered Claim being reduced only to the extent that a delay by Subscriber in notifying the Provider of the Claim adversely affects the Provider's ability to defend, compromise, settle or appeal such Claim; (ii) giving the Provider sole control of the defense of the Covered Claim and any related settlement negotiations; and (iii) cooperating and assisting (as reasonably requested by the Provider and at the Provider's expense) with the Provider's efforts to defend or settle the Covered Claim. The Provider will have no obligation under this Section or otherwise for any infringement or misappropriation claim based on or arising out of: (i) any modification of the Services made by someone other than the Provider or its authorized agents; (ii) any combination or use of the Services with any other software, hardware, data, or other materials or information not furnished by the Provider; and/or (iii) any failure of Subscriber, or others acting under Subscriber's authority or control, to comply with Subscriber's obligations under the Agreement. If the Services become, or the Provider believes are likely to become, subject to an infringement claim, the Provider may, at its sole option and expense: (x) replace or modify the Services, or any portion thereof, so that they become non-infringing; (y) obtain for Subscriber the right to continue using the infringing part of the Services, or (z) terminate the Agreement as to the infringing part of the Service. The foregoing states the Provider's entire liability and Subscriber's sole and exclusive remedies for infringement or misappropriation claims and actions of any kind. Notwithstanding anything to the contrary herein, the Provider's maximum cumulative liability to Subscriber under this Section 10(g) shall not exceed One Hundred Thousand USD (\$100,000) in the aggregate, regardless of the number of indemnification claims that may be made hereunder.

11. CONFIDENTIALITY.

- a) Any and all non-public information in any form obtained by either party to the Agreement or such party's Affiliates or its or their respective employees arising out of or related to the provision or use of the Services, including but not limited to, the Services, trade secrets, processes, computer software and other proprietary data, research, information or documentation related thereto, shall be deemed to be confidential and proprietary information ("Confidential Information"). The Services are the Confidential Information of the Provider. Each party agrees to hold such Confidential information in strict confidence and not to disclose such Confidential Information to third parties (other than to its employees, its Affiliates and its and their respective employees or agents on a need to know basis only) and not to use such Confidential Information for any purpose whatsoever other than as contemplated by the Agreement and to advise each of its employees, Affiliates and agents who may be exposed to such Confidential Information of their obligations to keep such Confidential Information confidential in accordance with this Section 11(a), except that Subscriber expressly permits the Provider to disclose Subscriber's identity as a client of the Provider on the Provider's web site and/or in other materials.

- b) The restrictions in Section 11(a) shall not apply to Confidential Information which a party receiving Confidential Information (the "Receiving Party") can demonstrate: (i) is in or becomes part of the public domain other than by disclosure by the Receiving Party in violation of the Agreement; (ii) is known to or obtained by the Receiving Party previously without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the party disclosing Confidential Information (the "Disclosing Party"); (iv) is required to be disclosed by applicable law or regulation (including without limitation, tax laws or regulations), or pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction as set forth in Section 11(c) below.
- c) In the event that a party receives a subpoena, data request, or order of a court in any private party litigation requesting Confidential Information of the other party, such party will promptly notify the other party of such requirement or request to the extent it is legally permitted to do so.
- d) Upon termination or expiration of the Agreement, the Receiving Party will return to the Disclosing Party, or securely destroy, all copies of Confidential Information already in the Receiving Party's possession or within its control. Upon the Disclosing Party's request, an officer of the Receiving Party will certify in writing to the Disclosing Party that all Confidential Information has been so destroyed.
- e) **Personal Information.** Any party may be subject to internal policies, laws and regulations that govern and restrict the collection, storage, processing, disclosure or use of any information that identifies or can be used to identify, contact or precisely locate the person or legal entity to whom such information pertains or from which identification or contact information of an individual person or legal entity can be derived ("Personal Information"), including, but not limited to, any Personal Information relating to the Disclosing Party, the Disclosing Party's Affiliates and each of their respective customers, suppliers and personnel. The Provider's Privacy Policy is located here: <https://www.intercontinentalexchange.com/privacy-policy> (The "Privacy Policy"). Where Subscriber is subject to the data protection laws and regulations of the European Union ("EU"), the European Economic Area ("EEA") and/or any Member State thereof, the United Kingdom, Switzerland and/or Singapore, Subscriber acknowledges and agrees that certain additional terms and conditions set out in the Privacy Policy and other documents in connection with the collection, storage, processing, disclosure, access, review and/or use of such Personal Information shall apply. Where Subscriber provides Personal Information to Provider for purposes of providing the Services ("Subscriber's Personal Information"), Provider shall act as a service provider with respect to such Subscriber's Personal Information. Provider shall process Subscriber's Personal Information consistent with the Privacy Policy and unless Subscriber provides prior written approval, Provider shall not collect, retain, use, disclose, or sell Subscriber's Personal Information for any purpose other than performing the Services pursuant to this Agreement, enabling Provider to meet its legal and regulatory requirements, marketing Provider's products and services, or product improvement and development. Specifically with respect to Subscribers or one or more of its Affiliates which provide Personal Information to Provider that is subject to European Data Protection Laws (as defined in the Additional Terms), the Additional Terms located here: https://www.theice.com/publicdocs/Additional_Terms_EU_Subscribers.pdf shall be incorporated into and form part of the Agreement and, in the event of conflict with any other terms of the Agreement, shall prevail over such terms.

12. Sanctions.

Sanctions. Subscriber acknowledges that the provision of the Services and related technical information, documents and materials is subject to trade, economic, sectoral or

financial sanctions laws, embargoes, export controls or other restrictive measures administered, enacted or enforced by the government of the United Kingdom, the government of the United States of America, the European Union (including its member states), the United Nations or any governmental or regulatory agencies, departments or authorities of any of the foregoing, including (without limitation) Her Majesty's Treasury, the United Kingdom's Office of Financial Sanctions Implementation, the United Kingdom Department of International Trade, the European Commission, the United Nations Security Council, the United States Department of the Treasury's Office of Foreign Assets Controls, the United States Department of State and the United States Department of Commerce (collectively, "Sanctions").

With respect to the Services and related technical information, documents and materials provided to Subscriber pursuant to the Agreement, Subscriber will: (i) comply with all legal requirements established under any Sanctions; (ii) cooperate fully with the Provider in any official or unofficial audit or inspection that relates any Sanctions; and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to, or otherwise enter into any transaction or engage in any other activities with any country, territory or Person restricted or targeted by Sanctions unless such export, re-export, diversion, transfer, transaction, or activity is authorized under the Sanctions.

Subscriber further represents and warrants that as of the effective date of the Agreement, (i) none of Subscriber, Subscriber's Affiliates or any of their respective affiliates, subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any Sanctions and (ii) Subscriber is not 50% or more owned or controlled, directly or indirectly, by any person or entity that is the subject of any Sanctions.

Subscriber will notify the Provider as soon as is practicable, but in any event no later than forty-eight (48) hours, after it determines that any of these circumstances, as they relate to the Services, change. Notwithstanding anything to the contrary in this Agreement, the Provider reserves the right to immediately terminate this Agreement to the extent that Subscriber's access to or use of the Services would violate any Sanctions.

The acknowledgments and representations are only made or given by the Subscriber to the Provider to the extent that such acknowledgments and representations are not or would not be unenforceable or illegal as a result of (i) Council Regulation (EC) No 2271/96; (ii) Council Regulation (EC) No 2271/96 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018; or (iii) any similar blocking or anti-boycott law of the United States, the European Union (including its member states) or the United Kingdom.

13. **GENERAL PROVISIONS.**

- a) **Notices.** All notices delivered with respect to the Agreement shall be in writing and sent via email as follows:
 - (i) to Subscriber, to an Authorised User;
 - (ii) to the Provider, to Legal&Regulatory-LegalNotices-Europe@TheIce.com
- b) **Force Majeure.** Except for Subscriber's payment obligations, neither the Provider nor Subscriber shall be deemed to be in default of any provision of the Agreement or be liable for any delay, failure in performance, or interruption of service, in each case, resulting directly or indirectly from acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, cyber-attack, power failure or any other cause beyond its reasonable control.

- c) Waiver. Failure by any party to exercise any right or remedy under the Agreement will not signify acceptance of the event giving rise to such right or remedy nor will it constitute a waiver of such right or remedy.
- d) Assignment; Change of Control. Subscriber shall not assign or transfer the Agreement without the prior written consent of the Provider, and any attempted assignment or transfer shall be null and void and shall constitute a material breach of the Agreement. In addition to and notwithstanding the foregoing, if the ownership of Subscriber at any time shall pass out of the majority control of its then-current owners by sale of stock or assets, merger or otherwise during the Term, Subscriber shall notify the Provider in writing of such change of control event no later than thirty (30) days following the effective date of any such event. The Provider shall then have the right to terminate its Agreement by providing a written notice to Subscriber within sixty (60) days following the receipt of such notice of change of control, if in the Provider's reasonable opinion the new owner of Subscriber: (i) is a competitor of the Provider; or (ii) presents a substantial risk to the Provider's reputation, Intellectual Property Rights, or ability to collect payment hereunder. If the Provider elects not to exercise the foregoing termination right, any successor-in-interest to the Agreement as a result of the change of control shall assume all rights and obligations of Subscriber under the Agreement and shall be responsible for adhering to the terms thereof. The Provider may assign all or part of its rights and obligations under the Agreement to any of its Affiliates or to any entity which succeeds to all or substantially all of the assets and business of the Provider, provided that, in the case of any such assignment by the Provider, the assignee agrees in writing to assume the obligations under, and to be bound by the provisions of, the Agreement that have been assigned. On the effective date of any valid assignment pursuant to this Section 13(d), the assignor shall be released from all obligations and liabilities arising under the Agreement or, in case of a partial assignment by the Provider, from all obligations and liabilities arising from the parts of the Agreement that have been assigned.
- e) Entire Agreement; Modification or Amendment. This Services Agreement represents the entire agreement between Subscriber and the Provider with respect to the subject matter thereof and supersedes all previous agreements, representations, discussions, understandings or writings between such parties with respect to such subject matter. The Providers may amend this Agreement at any time by posting amendments on the Provider's website or sending email notice to Authorised User(s), and any such amendments, will be prospectively binding on Subscriber effective ten (10) days from the date of such posting. Notwithstanding the foregoing, with respect to any such amendments that are likely to materially and adversely affect Subscriber or its rights or obligations under an Agreement, (i) the Provider will provide thirty (30) days' prior notice, by email to Authorised User(s) or by other direct communication with Subscriber and (ii) Subscriber, within thirty (30) days from the date of the notification of such amendment, provide the Provider with written notice of Subscriber's termination of the applicable Agreement. In the absence of any Subscriber notice of termination, Subscriber's use of the applicable Services after the effective date of any such amendment shall constitute Subscriber's ratification of, and agreement to, any such amendment.
- f) Compliance with Law. The Provider and Subscriber will comply with any and all laws, rules, regulations or orders applicable to Subscriber's receipt of and use of the Services.
- g) Authority and Binding Effect. The parties to each Agreement represent and warrant that they have all necessary power and authority to execute and perform the Agreement, and the Agreement is a legal, valid and binding agreement, enforceable against each party in accordance with its terms.
- h) Survival. Sections 3(d), 6, 8(c), 9, 10, 12, and 13 of this Services Agreement shall survive any termination of the Agreement. It is further acknowledged and agreed that if Subscriber



continues to receive the applicable Services after the expiration or other termination of the Agreement, including during a renewal negotiation, Subscriber's continued access to and use of such Services shall remain subject to the terms and conditions of the Agreement. For the avoidance of doubt, the preceding acknowledgement in no way serves to grant Subscriber an extension to its license under the Agreement or any post-termination rights to use the Services.

- i) Governing Law. This Agreement shall be governed by, and shall be construed in all respects in accordance with, English law. With respect to any and all non-contractual obligations solely arising out of or in connection with this Agreement between the Parties to this Agreement or any of them, the applicable law shall be English law. Any dispute between the parties to the Agreement, arising solely out of, or in connection with, the construction of this Agreement and/or an alleged breach of this Agreement shall be subject to the exclusive jurisdiction of the High Court of Justice in London, England.
- j) Headings. The headings in this Services Agreement are intended for convenience of reference and shall not affect its interpretation.
- k) Severability. If any provision of the Agreement (or any portion thereof) shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of the Agreement shall not in any way be affected or impaired thereby.
- l) Independent Contractors. Subscriber and the Provider are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties thereto. Neither party to this Agreement is an agent or representative of the other or is authorized to make any warranties or assume or create any other obligations on behalf of the other.