

essCERT TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE LOGGING INTO THE ESSCERT SOLUTION.

BY LOGGING INTO THE ESSCERT SOLUTION, THE SUBSCRIBER LEGALLY BINDS ITSELF TO THESE TERMS OF USE, 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 THESE TERMS OF USE, (B) IT HAD THE OPPORTUNITY TO PRINT OR SAVE THESE TERMS OF USE, AND (C) IT HAD THE OPPORTUNITY TO CONTACT THE PROVIDER WITH ANY QUESTIONS BY EMAIL AT icedigitaltrade@ice.com.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, OR YOU ARE NOT AUTHORISED TO ACCEPT THESE TERMS OF USE ON BEHALF OF THE SUBSCRIBER, PLEASE **DO NOT LOG IN.**

These Terms of Use (“**Terms of Use**”) govern Subscriber’s use of and access to the essCert Solution (as defined below) provided by the Provider.

1. GRANT. Subject to these Terms of Use, the Provider grants Subscriber a non-exclusive, non-transferable, revocable right to permit its Authorized Users (as defined below) to access and utilize the essCert Solution (as defined below) made available by the Provider, in such form as the essCert Solution may exist from time to time.

2. DEFINITIONS. All capitalized terms used in these Terms of Use 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) “Terms of Use” mean these terms of use accepted by the Subscriber.
- c) “Authorized Users” means those employees or third-party agents of Subscriber authorized by the Subscriber to access the Services.
- d) “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.
- e) “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.
- f) “Person” means an individual, corporation, partnership, limited partnership, limited liability company, joint venture, association, trust, estate, unincorporated organization or other entity.
- g) “Provider” means ICE Digital Trade Origin Limited of RBK House, Irishtown, Athlone, Co Westmeath, Ireland.

- h) “Services” means the essCert Solution and the Software Services collectively.
- 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 accepted these Terms of Use by logging into the essCert Solution.

3. USE AND RESTRICTIONS ON USE.

- a) Only the Subscriber and its Authorized Users are authorized to access and use the Services identified in these Terms of Use.
- 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 these Terms of Use, 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 these Terms of Use and for the indemnity obligations set forth below in Section 10(b). For the purposes of defining Subscriber’s obligations under these Terms of Use, any time the term “Subscriber” is used in these Terms of Use it includes all Subscribed Affiliates and Authorized Users, 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 these Terms of Use other than as expressly set forth in these Terms of Use.
- b) Copying of, use of, access to or distribution of the Services or any information, data or software contained therein in breach of these Terms of Use 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 these Terms of Use 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. These Terms of Use 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 these Terms of Use.

- b) Termination. These Terms of Use may be terminated for the additional reasons set forth below:
 - i) The Provider shall have the right to terminate these Terms of Use effective immediately in the event of Subscriber's breach of Section 3, 4, 6, 12, 13(d) or 13(f) of these Terms of Use.
 - ii) Either party may terminate these Terms of Use 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 these Terms of Use 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 these Terms of Use shall terminate the provision of the Services under these Terms of Use by the Provider to Subscriber and Subscriber's use of and all access to such Services. Upon termination of these Terms of Use for any reason set forth herein by either party, Subscriber shall cease all use of and access to the Services provided under these Terms of Use.

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 these Terms of Use, 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 THESE TERMS OF USE 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 THESE TERMS OF USE, 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 THESE TERMS OF USE MAY BE BROUGHT BY SUBSCRIBER MORE THAN SIX (6) MONTHS 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 THESE TERMS OF USE, SUBSCRIBER EXPRESSLY AGREES THAT IN ENTERING INTO THESE TERMS OF USE, 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 THESE TERMS OF USE FOR THE SERVICE IN QUESTION IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE SUCH CLAIM AROSE.



- 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.

11. **CONFIDENTIALITY.**

- a) Any and all non-public information in any form obtained by either party to these Terms of Use 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 these Terms of Use 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 these Terms of Use; (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 these Terms of Use, 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.theice.com/publicdocs/ICE_Member_and_User_Privacy_Notice.pdf (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 these Terms of Use, 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 these Terms of Use and, in the event of conflict with any other terms of these Terms of Use, 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 these Terms of Use, 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 these Terms of Use, (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 these Terms of Use, the Provider reserves the right to immediately terminate the Subscriber's access to the Services 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 these Terms of Use shall be in writing and sent via email as follows:
 - (i) to Subscriber, to an Authorised User;
 - (ii) to the Provider, to legal-icedigitaltrade@ice.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 these Terms of Use 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 these Terms of Use 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.** Subscriber shall not assign or transfer its rights under these Terms of Use 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 these Terms of Use.
- e) **Entire Agreement; Modification or Amendment.** These Terms of Use represent 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 Provider may amend these Terms of Use 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 these Terms of Use, (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, may provide the Provider with written notice of Subscriber's termination of these Terms of Use. 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 Subscriber represents and warrants that it has all necessary power and authority to agree to be bound by these Terms of Use, and these Terms of Use create a legal, valid and binding agreement between the parties, enforceable against each party in accordance with their terms.
- h) Survival. Sections 3(d), 6, 8(c), 9, 10, 11, 12 and 13 of these Terms of Use shall survive any termination. It is further acknowledged and agreed that if Subscriber continues to receive the applicable Services after the expiration or other termination of these Terms of Use, including during a renewal negotiation, Subscriber's continued access to and use of such Services shall remain subject to the terms and conditions of these Terms of Use. For the avoidance of doubt, the preceding acknowledgement in no way serves to grant Subscriber an extension to its license under these Terms of Use or any post-termination rights to use the Services.
- i) Governing Law. These Terms of Use 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 these Terms of Use between the Parties, the applicable law shall be English law. Any dispute between the parties to these Terms of Use, arising solely out of, or in connection with, the construction of these Terms of Use and/or an alleged breach of these Terms of Use shall be subject to the exclusive jurisdiction of the High Court of Justice in London, England.
- j) Headings. The headings in these Terms of Use are intended for convenience of reference and shall not affect its interpretation.
- k) Severability. If any provision of these Terms of Use (or any portion thereof) shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of these Terms of Use shall not in any way be affected or impaired thereby.
- l) Independent Contractors. Subscriber and the Provider are independent contractors, and nothing in these Terms of Use will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties thereto.