DATA SUPPLY AGREEMENT TERMS AND CONDITIONS

1. INTERPRETATION

1.1 The following expressions shall have the following meanings in this Agreement:

- **Agreement**: the Order Form and these terms and conditions.
- **Applicable Laws**: all applicable regional, national and international laws, rules, regulations, government orders and mandatory codes, including those relating to anti-bribery, anti-corruption, anti-money laundering, modern slavery, forced labour and human trafficking, antitrust and competition, sanctions, export control and international trade, together with the Data Protection Laws.
- **Charges**: the fees as set out in the Order Form.
- **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- **Data:** the data or information, in whatever form (including commodity data, price data, metadata, images, sound recordings), the provision of which comprises the Services (wholly or in part).
- **Data Protection Laws**: all applicable laws and regulations relating to privacy, the protection of personal data or data security, including the UK GDPR, the Data Protection Act 2018, Regulation (EU) 2016/679 and any applicable state privacy laws of the United States.
- **Data Provider:** any third party from whom the Supplier obtains, sources or licenses any data or information which forms part of the Data, including any contributor to a price assessment, index or benchmark comprised in the Data.
- **Derived Data:** any Data (wholly or in part) that has been Manipulated.
- **Direct Feed**: a feed of the Services by direct technical means (API, RSS, MCP or otherwise) from the Supplier to Subscribers.
- **Expana Data:** any and all data, information and content uploaded, inputted or installed by Expana, Expana Users or Supplier on Expana's behalf for the purpose of using or facilitating use of the Services.
- **Expana Affiliate:** any entity that directly or indirectly Controls, is Controlled by, or is under common Control with Expana; and Control means for these purposes control of greater than 50% of the voting rights or equity interests of a party.
- **Expana Group Company:** Expana and any Expana Affiliate.
- **Expana System**: any network and information system or systems owned or operated by Expana to which Data is delivered or within which Data is Redistributed in accordance with this Agreement.
- **Expana User**: any employee of Expana and/or Expana Affiliate authorised by Expana to access and use the Services (wholly or in part).
- **Good Industry Practice**: in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.
- **Initial Period**: the period set out in the Order Form.
- **Inside Information:** information of the kind described in Article 7 of Regulation (EU) No 596/2014 (as it applies in the European Union and as it forms part of the law of the United Kingdom), and any material non-public information within the meaning of applicable United States securities or commodities laws, in each case relating to any financial instrument, commodity, spot commodity contract or related derivative.
- **Intellectual Property Rights**: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and rights in domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- **Materials**: any Software or documents supplied by the Supplier under this Agreement.
- **Manipulate**: to combine, analyse, amend or aggregate the Data (wholly or in part) with other data or information or to adapt the Data (wholly or in part), to generate forecasts or insights, and includes indexing, embedding, vectorising, annotating, enriching, tokenising or otherwise processing the Data (wholly or in part).
- **Manipulated Data**: any Data which has been Manipulated. Manipulated Data includes any Derived Data.
- **Methodology:** the Supplier's documented methodology for collecting, assessing, calculating and publishing the Data, as provided to Expana under clause 14.1 and as updated in accordance with clause 14.**2.**
- **Mitigate**: the taking of such reasonable steps that would be taken by a prudent provider of IT services in accordance with Good Industry Practice to mitigate against the incident in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal of affected protocols or functionality in their entirety), provided these are approved by the recipient in writing in advance, and the terms **Mitigated** and **Mitigation** shall be construed accordingly.
- **Order Form:** an order for services to which these terms and conditions are linked or attached.
- **Outputs:** any output, result, analysis or work product generated by or through the use, Manipulation or processing of the Data or the Services (including by means of AI Tools) by or on behalf of any Expana Group Company, Expana User, Subscriber or Subscriber User, including any insight, forecast, price assessment, index, benchmark, cost model, report, visualisation, summary or derived dataset, but excluding the Data itself in substantially its original form.
- **Redistribute**: to make Data or Manipulated Data accessible (including the provision of access through a database or other application populated with the Data or Manipulated Data), or to re-sell, sub-license, transfer or disclose the Data or Manipulated Data by any means, including any electronic means (including Subscription Agreements).
- **Release**: generally available upgrades and enhancements to the Data or Software.
- **Renewal Period**: each successive 12-month period after the Initial Period for which this Agreement is renewed.
- **Service(s)**: each service to be supplied by the Supplier under this Agreement, including the supply of Data and Materials, as more specifically detailed in the Order Form.
- **Service Levels**: the service levels, availability commitments, delivery windows and support arrangements set out in the Order Form.
- **Software**: any software provided by the Supplier to enable the Services to be used including any Releases.
- **Start Date**: the date specified in the Order Form.
- **Subscriber**: any third party that has entered into a Subscription Agreement.
- **Subscriber User**: any individual recipient, under a Subscription Agreement, who is authorised to receive the Data or the Manipulated Data.

- **Subscription Agreement**: any agreement (which may, for the avoidance of doubt, be in electronic form, including a click-wrap agreement) entered into by any Expana Group Company and a third party relating to the use of Expana's goods and services (wholly or in part) by that third party.
- **Term**: the Initial Period and any Renewal Periods.
- **Unauthorised Use**: any use of the Services which is not in accordance with, or permitted under, this Agreement, including any use which does not comply with the scope or conditions set out in clause 10**.**
- **Virus**: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.
- **Vulnerability**: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability.

1.2 In this Agreement, unless the context otherwise requires:

(a) clause, schedule and paragraph headings do not affect its interpretation;

(b) a person includes a natural person and any corporate or unincorporated body (whether or not having separate legal personality), and a company includes any body corporate, wherever and however incorporated or established;

(c) a reference to a statute or statutory provision is to it as amended, extended or re-enacted from time to time, and includes all subordinate legislation made under it;

(d) writing or written includes email;

(e) including, include, in particular, for example and similar expressions are illustrative only and do not limit the sense of the words preceding them.

1.3 If there is any conflict or ambiguity between them, the following shall take precedence in this order: (a) the Order Form; (b) the body of this Agreement; and (c) any other Schedule or Appendix.

1.4 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the schedules or appendices, the order of precedence shall be as follows: Order Form provisions in the body of this Agreement and then the provisions of any other Schedule or Appendices.

2. SCOPE

During the Term the Supplier shall supply the Services and Data to Expana and Expana shall pay the Charges and use the Data and Services as described herein.

3. CONNECTION

3.1 The Supplier shall use reasonable efforts to make connection to the Services available by the method specified in the Order Form on the Start Date.

3.2 Expana may purchase specific or additional services by agreement in writing between the parties.

3.3 Unless otherwise specified on an Order Form, the Supplier shall promptly supply any Releases to Expana by no later than the end of each month and in any event no later than the date and time on which such Release is generally made available to the Supplier's other customers.

3.4 The Supplier shall ensure that each Release shall Mitigate against any known Virus or Vulnerability affecting the Data or Software since the last Release provided to Expana.

4. SERVICES

4.1 During the Term the Supplier shall supply the Services to Expana.

4.2 The Supplier shall not be entitled to change the Services during the Term save for: (i) improvements or updates necessary to fix defects, bugs, malfunctioning or errors in the Services; and/or (ii) to cure security vulnerabilities; and/or (iii) the application of any new laws, regulations, acts or orders of the authorities.

4.3 The Supplier shall give Expana not less than 90 days' prior written notice before: (a) making any material change to the Data or the Services (including to their methodology, scope, geographic or historical coverage, frequency, format or means of delivery); (b) withdrawing, discontinuing, suspending or restricting any Data or Service; or (c) imposing any new or additional restriction on Expana's use or Redistribution of the Data. Where any such change or withdrawal would materially and adversely affect Expana, its Subscribers or Expana's price assessments, indices, benchmarks or forecasts, Expana may terminate the affected Services on written notice without liability and the Supplier shall refund a pro rata proportion of any Charges paid in advance.

4.4 The Supplier shall notify Expana in writing without undue delay (and in any event within 72 hours) upon becoming aware of any material error, omission, restatement or correction affecting the Data, shall supply corrected Data as soon as reasonably practicable, and shall provide such information and co-operation as Expana reasonably requires in order to comply with its published corrections, complaints and methodology policies and with its obligations as an IOSCO-assured price reporting agency.

4.5 The Supplier shall provide the Services in accordance with the Service Levels and Good Industry Practice. Where the Supplier fails to meet the Service Levels in any three months in any rolling six-month period, Expana may terminate this Agreement (or the affected Services) on 30 days' written notice without liability and subject to a pro rata refund.

5. CHARGES

5.1 For the performance of each Service specified in the Order Form, Expana shall pay to the Supplier the corresponding Charges.

5.2 Unless otherwise specified in the Order Form, the Charges shall be due and payable to the Supplier in accordance with the payment terms in the Order Form or, if none are specified, within 60 days of receipt of the Supplier's valid and undisputed invoice.

5.3 All Charges are exclusive of VAT or any other applicable sales tax, which shall be paid by Expana at the rate and in the manner for the time being prescribed by law.

5.4 In the event that the Order Form specifies that the Charges will be reviewed (for example, annually), to the extent that the parties cannot agree revised Charges for any Renewal Period, either party shall be free to terminate the Services in accordance with clause 16.3(b).

6. CONFIDENTIALITY

6.1 **"Confidential Information"** means any and all information or data, in whatever form or storage medium, whether tangible or intangible, and whether disclosed directly or indirectly before or after the effective date of this Agreement by or on behalf of the disclosing party (hereinafter, **"Disclosing Party"**) to the receiving party (hereinafter, **"Receiving Party"**) in writing, orally, through visual means, or by the Receiving Party's evaluation, observation, analysis, inspection or other study of such information, data or knowledge, which is now or at any time after the effective date of this Agreement, owned or controlled by the Disclosing Party. Confidential Information shall include Expana Data; the Materials; the Charges; business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

6.2 Each party undertakes that it will not at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law, or any legal or regulatory authority, any Confidential Information concerning the other party (or of any member of the group of companies to which the other party belongs) and each of the parties shall use all reasonable endeavours to prevent the publication or disclosure of any Confidential Information. Nothing in this clause 6 shall prevent Expana or any Expana Affiliate from disclosing the identity of the Supplier, the fact and general nature of the supply arrangement under this Agreement, the Methodology (or a summary of it) and the Supplier's responses under clause 14.6 to Subscribers, prospective Subscribers, auditors and regulators for the purposes of their due diligence on Expana's products and services, provided that each such recipient (other than a regulator, which shall receive the information subject to its own duties of confidentiality) is subject to confidentiality undertakings no less protective than this clause 6.

6.3 Where Expana discloses to the Supplier the identity or details of any Subscriber, the Supplier shall treat that information as Expana's Confidential Information, shall use it solely for the purpose for which it was disclosed, and shall not use it to market, solicit or contract directly with that Subscriber in respect of data or services of the same or a similar kind to the Data during the Term.

6.4 The Supplier permits Expana to refer to it as a supplier in its marketing and public relations materials, including, the use of the Supplier's logo (whether or not a registered trade mark) and name. The Supplier shall not use Expana's name, logo or trademark without Expana's prior written consent.

7. ANNOUNCEMENTS

No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

8. SECURITY AND DATA PROTECTION

8.1 Expana shall ensure that the Data and Materials are kept secure and shall take remedial action against unauthorised access, copying, modification, storage, reproduction, display or distribution of the Data and the Materials.

8.2 If Expana becomes aware of any misuse of any Data or the Materials, or any security breach in connection with this Agreement that could compromise the security or integrity of the Data or the Materials, Expana shall notify the Supplier and co-operate with the Supplier to remedy the issue as soon as reasonably practicable.

8.3 The Supplier warrants that the Data, the Software and the Materials shall be free from Viruses, and shall Mitigate any Virus or Vulnerability affecting them without undue delay and in any event in accordance with clause 3.4.

8.4 The Supplier shall notify Expana without undue delay, and in any event within 24 hours, of becoming aware of any actual or suspected security incident, personal data breach or unauthorised access affecting the Data, the Services, the Expana System or any Expana Data. The Supplier shall provide all information Expana reasonably requires in order to comply with its own notification obligations to Subscribers, regulators and data subjects, and shall co-operate with Expana in investigating, remediating and mitigating the incident.

8.5 The parties agree that they are each independent controllers of any personal data shared in connection with this Agreement. Each party shall comply with its obligations under the Data Protection Laws.

9. COMPLIANCE WITH LAWS

9.1 Neither party shall: (a) export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the United States or any other government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval; or (b) use this Agreement, the Data, the Services, or any meeting, event or communication between the parties, to disclose, exchange or receive competitively sensitive information relating to any third party, to coordinate prices or commercial terms with any competitor, or otherwise to participate in any agreement, concerted practice or information exchange having the object or effect of restricting competition. The Supplier acknowledges that Expana is a price reporting agency whose price assessments, indices and benchmarks may be compiled using the Data, and warrants that no Data has been produced, selected, withheld or supplied for the purpose of, or in a manner which could reasonably be expected to result in, the manipulation or distortion of any price, index or benchmark.

9.2 Each party shall comply with all Applicable Laws in connection with this Agreement and the performance of its obligations under it, including all applicable antitrust and competition laws, and all applicable anti-bribery, anti-corruption and anti-money laundering laws (including the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act) and shall not offer, promise, give, request, agree to receive or accept any bribe, facilitation payment or other improper financial or other advantage in connection with this Agreement. Additionally, each party undertakes:

a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it which substantially replicates the one set out in clause 9.1; and

b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

9.3 In performing its obligations under this Agreement, the Supplier shall (and shall procure that its subcontractors shall):

a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (**"Anti-slavery Laws"**) including but not limited to the Modern Slavery Act 2015;

b) comply with the Anti-Slavery Policy; and

c) comply with the Code of Conduct.

9.4 The Supplier shall implement due diligence procedures for its subcontractors or any part of its supply chain performing obligations under this Agreement to ensure that there is no slavery or human trafficking taking place. Further, the Supplier undertakes not to purchase any resources that have been sourced from producers or manufacturers using forced labour or child labour in its operations.

9.5 The Supplier shall:

(a) maintain a complete set of records to trace the supply chain of all goods and services provided to Expana in connection with this Agreement;

(b) if Expana reasonably suspects the Supplier of breach of this clause 9, permit Expana and its third party representatives to have access to and take copies of any records and any other information at the Supplier's premises and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause9; and

(c) implement annual audits of its compliance and its subcontractors' compliance with the Anti-Slavery Policy and the Anti-slavery Laws, either directly or through a third party auditor.

9.6 The Supplier shall indemnify Expana against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by Expana as a result of any breach of this clause 9 by the Supplier or any breach of provisions equivalent to this clause 9 in any subcontract by any subcontractor.

9.7 Breach of this clause 9 shall be deemed a material breach.

10. LICENCE AND SUBSCRIPTION AGREEMENTS

10.1 Unless otherwise stated in the Order Form, the Supplier grants to Expana a non-exclusive, worldwide licence during the Term to:

(a) make commercial use of the Data and Services including but not limited to the use of the Data and Services for the purposes of marketing, promoting or demonstrating the Data to potential subscribers;

(b) use the Data and Services internally;

(c) use, reproduce, host, store, cache, index, embed and process the Data (including by means of AI Tools) for the purposes of developing, operating, testing, improving and supporting the Services, the Expana System and Expana's own products, price assessments, indices, forecasts, cost models and analytics;

(d) make the Data and Manipulated Data available for trial to any potential subscriber provided that the potential subscriber has entered into a written agreement;

(e) access, view and Manipulate Data;

(f) store the Data and Manipulated Data on Expana System;

(g) Redistribute the Services to Expana Users;

(h) Redistribute the Data and Manipulated Data to any Subscriber and its Subscriber Users;

(i) license a Direct Feed of the Data to Subscribers, and permit Subscriber Users to query, retrieve, and process the Data;

(j) generate, use, Redistribute and commercially exploit Outputs, and permit Expana Users, Subscribers and Subscriber Users to do the same;

(k) sub-license the rights in this clause 10.1 to Expana Group Companies and, to the extent necessary to give effect to them, to Subscribers and Subscriber Users under Subscription Agreements;

(l) copy, adapt, display the Data (and Manipulated Data) internally and in Expana System; and

(m) use the Materials in support of the activities referred to in this clause 10.1.

10.2 Any Expana Group Company may use the Services or exercise the licence granted under clause 10.1 in accordance with this Agreement as if it were Expana, and this Agreement shall apply to that Expana Group Company as if each reference to Expana were a reference to it. Expana shall remain bound by its own obligations under this Agreement, and shall be responsible for the acts and omissions of that Expana Group Company as if they were its own, and shall be directly liable to the Supplier for all loss and damage (whether direct or indirect) howsoever arising out of, or in connection with, that Expana Group Company's access to or use of the Data, the Materials or the Services.

10.3 Expana, Expana Users, Subscribers and Subscriber Users (**"Users"**) are permitted to use and Manipulate the Data and Services as set out in clauses 10.1 and 10.2 by and in conjunction with large language models, model context protocol servers (**"MCP"**), generative artificial intelligence, machine learning and other artificial intelligence tools (**"AI Tools"**) during the Term, provided that such AI Tools are (or feed into) non-public, segregated and private to the relevant User, employing entity or affiliate thereof.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The parties acknowledge that (a) all Intellectual Property Rights in the Data and the Materials are the property of the Supplier and/or its licensors, as the case may be; (b) Expana shall have no rights in or to the Data or the Materials other than the right to use them in accordance with the terms of this Agreement; and (c) all Intellectual Property Rights in the Manipulated Data, the Outputs and in any price assessment, index, benchmark, forecast, cost model or analytic created by Expana are the property of Expana, save for the Supplier's underlying rights in the Data itself.

11.2 Nothing in this clause 11 requires Expana to cease using, or to delete, any Manipulated Data, Output or Expana product which incorporates or is derived from the Data on expiry or termination of this Agreement.

12. INTELLECTUAL PROPERTY AND PROVENANCE OBLIGATION

12.1 The Supplier undertakes to defend, indemnify and hold each Expana Group Company harmless from and against any claim or action that the provision, receipt or use of the Services in accordance with the terms of this Agreement (wholly or in part) infringes any Intellectual Property Right of a third party (**"IPR Claim"**), and from and against any claim or action (whether brought by the third party concerned or by a Subscriber) that the provision, receipt, Manipulation or Redistribution of the Data in accordance with the terms of this Agreement (wholly or in part) breaches any duty of confidence, any contractual restriction owed to a Data Provider or any other third party, any applicable competition law or any applicable data protection law, or that the Data contained Inside Information (**"Provenance Claim"**) and shall be responsible for any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against Expana as a result of, or in connection with, any such IPR Claim, provided that, if any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against Expana, Expana shall:

(a) give written notice of the IPR Claim to the Supplier as soon as reasonably practicable;

(b) not make any admission of liability in relation to the IPR Claim without the prior written consent of the Supplier;

(c) at the Supplier's request and expense, allow the Supplier to conduct the defence of the IPR Claim including settlement; and

(d) at the Supplier's expense, co-operate and assist to a reasonable extent with the Supplier's defence of the IPR Claim.

12.2 Clause 12.1 shall not apply where the IPR Claim in question is attributable to use of the Services by Expana other than in accordance with this Agreement.

12.3 If any IPR Claim is made, or in the Supplier's reasonable opinion is likely to be made, against Expana, the Supplier may at its expense:

(a) procure for Expana the right to continue using, developing, modifying or retaining the Services in accordance with this Agreement;

(b) modify the Services so that they cease to be infringing;

(c) replace the Services with non-infringing items; or

(d) terminate this Agreement immediately by notice in writing to Expana and refund any Charges paid by Expana for the unused period (calculated on a pro rata basis) as at the date of termination.

12.4 References in clauses 12.1 to 12.3 to an IPR Claim include a Provenance Claim, and references to a third party making an IPR Claim include a Subscriber making a Provenance Claim.

13. WARRANTIES

13.1 The Supplier warrants that:

(a) it has the right to license the use of the Services as specified in this Agreement, including in respect of Manipulation, use with AI Tools and Redistribution via MCP Servers and to Subscriber Users, and no restriction applies to Expana's use or Redistribution of the Data other than as expressly set out in this Agreement or the Order Form;

(b) it will comply with applicable law and regulation at all times;

(c) it will provide the Services in accordance with Good Industry Practice;

(d) the Data and Materials are free from Viruses;

(e) the Data has been collected, compiled and supplied in compliance with all applicable laws and regulations, the Supplier has obtained from each Data Provider and from every other contributor to the Data all licences, consents and permissions necessary to supply the Data to Expana and to

permit its Manipulation and Redistribution in accordance with clause 10, and the supply of the Data to Expana does not breach any duty of confidence or any contractual restriction owed by the Supplier or any Data Provider to any person;

(f) the Data does not contain any Inside Information, the Supplier has not included in the Data any information obtained or disclosed in breach of any law or duty, the Supplier maintains and operates written procedures designed to prevent Inside Information entering the Data, and the Supplier shall notify Expana promptly if it becomes aware that any Data supplied contains or may contain Inside Information;

(g) the Data has been compiled in accordance with the Methodology, applied consistently and with reasonable skill and care by suitably qualified personnel, the Supplier has not knowingly manipulated, falsified or selectively included or excluded source data in order to produce a predetermined outcome, and neither the Supplier nor any Data Provider has any interest in the level of any price, index or assessment contained in the Data that has not been disclosed to Expana in writing;

(h) the Data has been aggregated or anonymised such that it does not disclose the prices, volumes, costs or other competitively sensitive information of any identifiable undertaking, save where that information is publicly available or the undertaking has consented to its disclosure;

(i) the Data does not contain personal data other than as expressly identified in the Order Form; and

(j) any and all web-scraping of data has been undertaken legally, without deceptive practices, and in compliance with the relevant source's licence terms, terms of use, robots.txt, ai.txt, llms.txt or other notices or restrictions and such sources are regularly checked for changes in such terms or restrictions.

13.2 The Supplier does not warrant that:

(a) the supply of the Services will be free from interruption;

(b) save as set out in clause 13.1 and clause 14, the Data is accurate or complete.

14. DATA QUALITY, METHODOLOGY AND COOPERATION

14.1 Upon request the Supplier shall provide Expana with the Methodology in writing, and shall thereafter provide any updated Methodology promptly on its adoption.

14.2 The Supplier shall give Expana not less than 30 days' prior written notice of any material change to the Methodology, together with a description of the change and its expected effect on the Data. Where such a change would, in Expana's reasonable opinion, materially affect Expana's Redistribution of the Data or any Subscriber's use of it, Expana may terminate the affected Services on written notice without liability and shall receive a pro rata refund of any Charges prepaid in respect of those Services.

14.3 The Supplier shall notify Expana promptly, and in any event within two Business Days, of any error in, correction to or restatement of any Data previously supplied, giving reasons, and shall re-supply the corrected Data at no additional charge.

14.4 The Supplier shall deliver the Data in accordance with the delivery schedule and format specified in the Order Form and shall notify Expana promptly of any anticipated delay.

14.5 The Supplier shall maintain complete and accurate records of the source data, Data Providers, calculations and judgements used to produce the Data for not less than five years from the date on which the relevant Data is supplied, and shall make those records (or a summary of them sufficient to evidence compliance with this clause 14) available to Expana on reasonable request.

14.6 The Supplier shall respond within ten Business Days to reasonable written due diligence enquiries from Expana concerning the provenance, methodology, quality controls and regulatory status of the Data, including enquiries raised by or on behalf of a Subscriber, an auditor or a regulator with jurisdiction over any Expana Group Company or a Subscriber.

14.7 The Supplier shall notify Expana promptly of any regulatory enquiry, investigation, complaint or legal claim concerning the Data or the Methodology, and of any security incident affecting the integrity of the Data.

15. LIMITATION OF LIABILITY

15.1 Neither party excludes or limits liability to the other party for:

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury caused by negligence;

(c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) any matter in respect of which it would be unlawful for the parties to exclude or limit liability.

15.2 Subject to clause 15.1, neither party shall be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

(a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

(b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

(c) any loss or liability (whether direct or indirect) under or in relation to any other contract, save that this clause 15.2(c) shall not apply to Expana's liability to any Subscriber to the extent that such liability arises from the Supplier's breach of clause 13.1 or clause 14.

15.3. Clause 15.2 shall not prevent claims for direct financial loss, tangible property, or physical damage.

15.4. Subject to clause 15.2, each party's aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in all circumstances be limited to an amount equivalent to 200% of the total Charges paid by Expana to the Supplier during the 12-month period immediately before the date on which the cause of action first arose or, if the cause of action arose during the Initial Period, in respect of the Initial Period.

15.5. Clauses 15.2 and 15.3 shall not apply to either party's liability in respect of breaches of clauses 6, 0, 9, 11, 12, 14.

16. TERM AND TERMINATION

16.1 Unless terminated earlier in accordance with clause 12.3(c) or this clause 16, this Agreement shall commence on the Start Date and continue for the Initial Period and (if selected on the applicable Order Form) shall extend for subsequent annual Renewal Periods. Either party may give written notice to the other party, not later than 30 days before the end of the Initial Period or the relevant Renewal Period, to terminate this Agreement (or select Services under it) at the end of the Initial Period or the relevant Renewal Period, as the case may be (**"Termination Notice"**).

16.2 Expana may terminate this Agreement in respect of the Services (wholly or in part) on written notice to the Supplier at any time it reasonably determines that the provision of the Services in question has become unlawful. Expana may also, on written notice to the Supplier, terminate this Agreement in respect of the affected Services (wholly or in part) or suspend Redistribution of the affected Data where: (i) Expana reasonably determines, or is directed by a regulator, that continued Redistribution of the Data would expose any Expana Group Company or any Subscriber to regulatory sanction or to a breach of applicable law; or (ii) the Supplier is in material breach of this Agreement and that breach is incapable of remedy. Termination or suspension under this clause 16.2 shall be without liability to Expana, and Expana shall receive a pro rata refund of any Charges prepaid in respect of the affected Services.

16.3 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may

terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of this Agreement (other than failure to pay any amounts due under this Agreement) and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(b) the other party (i) suspends or threatens to suspend payment of its debts, (ii) is unable to pay its debts as they fall due or admits inability to pay its debts (within the meaning of section 123 or section 268 of the Insolvency Act 1986), (iii) becomes the subject of a petition in bankruptcy or any other proceeding relating to a winding-up order, insolvency, receivership, liquidation or assignment for the benefit of creditors and/or if the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or

(c) the parties cannot agree (after having attempted in good faith) to any revised Charges for subsequent Renewal Periods.

16.4 On expiry or termination of this Agreement for any reason: (a) each Expana Group Company may continue to Redistribute and permit use of the Data and the Manipulated Data supplied before the effective date of termination for the remainder of the then-current term of each Subscription Agreement in force at that date; (b) Expana may retain a copy of all Data supplied under this Agreement on a non-exclusive, royalty-free basis solely for archival, audit, record-keeping, regulatory and assurance purposes, and to evidence the basis on which any historical price assessment, index, benchmark or forecast was produced; and (c) Expana may continue to use, store, process, Redistribute and commercially exploit Manipulated Data and Outputs created before the effective date of termination, provided they do not enable a third party to reconstitute a material part of the Data in substantially its original form.

17. GENERAL PROVISIONS

17.1 This Agreement is not intended to confer a benefit on any person not a party to it and no third party shall have any rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

17.2 Neither party shall be in breach or liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delaying and such party shall be entitled to a reasonable extension of time for the performance of such obligations. If the affected party has been prevented from performing its obligations under this Agreement for a period of 60 days (or such other period agreed between the parties in writing), then either party may terminate this Agreement immediately by providing notice to the other party.

17.3 Any variation or amendment of this Agreement must be in writing, referenced to this clause 17.2 and signed by an authorised representative of both parties.

17.4 Expana may assign, transfer, charge or sub-contract all or any of its rights or obligations under this Agreement provided that such assignee, transferee, chargee or sub-contractor is not deemed by the Supplier to be a competitor; and Expana may in addition assign or transfer this Agreement to any Expana Group Company or in connection with a merger, acquisition, reorganisation or sale of all or substantially all of its assets or business. The Supplier may not assign, transfer, charge, or sub-contract all or any of its rights or obligations under this Agreement.

17.5 No failure or delay by a party to exercise any right under this Agreement or by law shall constitute a waiver of that or any other right, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17.6 Except as otherwise provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17.7 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, and neither party shall have authority to act in the name or on behalf of otherwise to bind, the other. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17.8 If any provision of this Agreement is found by a court or other competent authority to be void or unenforceable that provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the greatest extent possible to the commercial intention of the parties.

17.9 This Agreement (including the documents and instruments referred to in it) supersedes and extinguishes all prior representations, arrangements, understandings and agreements between the parties (whether written or oral) relating to its subject matter and is the entire, complete and exclusive agreement and understanding between the parties relating to its subject matter. Each party acknowledges that (i) it has not relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement and (ii) it shall have no claim for innocent or negligent misrepresentation, or negligent misstatement based on any statement in this Agreement.

18. NOTICES, DISPUTES, GOVERNING LAW AND JURISDICTION

18.1 Any notice given under this Agreement shall be in English and in writing and shall be delivered by email to the email address as set out on the Order Form or advised by each party to the other from time to time for this purpose, or sent by pre-paid registered post or airmail by a recognised mail carrier (return receipt requested) to the address of the relevant party as set out on the Order Form or to such address as subsequently notified to the other party pursuant to this clause. In the case of email, the notice shall be deemed to have been delivered on acknowledgement by the recipient. In the case of post, the notice shall be deemed to be delivered on the date given on the proof of delivery.

18.2 This Agreement and any disputes arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The parties expressly reject any application to this Agreement of (a) the United Nations Convention on Contracts for the International Sale of Goods, and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980.