

FT SPECIALIST SUBSCRIPTION TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 These terms and conditions ("**Subscription Terms**") together with the Order form the agreement between the parties (the "**Agreement**").

1.2 Words and phrases have the meaning given to them in the Order and this clause 1.2:

- (a) "**Content**" means any data, information, text, tables, computations and any other content, work or materials in any form made available by FT in any of the Products but excludes any Client Content.
- (b) "**Control**" means direct or indirect ownership of 50% or more of the voting equities or equivalent of the affected party or the power to nominate least half of the members of the board of directors or equivalent of the affected party.
- (c) "**Client Content**" means any content (including personal data), from time to time provided by Client to FT or otherwise entered into or uploaded into the Product by, or on behalf of, or authorized by the Client.
- (d) "**Data Protection Laws**" means any data protection laws applicable to the processing of personal data by FT, which may include the UK Data Protection Act 2018 and the EU General Data Protection Regulation ("**GDPR**"). The expressions "**personal data**", "**process**", "**controller**" and "**processor**" have the meanings given to them in GDPR.
- (e) "**IPRs**" means all present and future copyright, moral rights, database rights, trade mark rights, patents, designs, trade secrets and all related rights and neighbouring rights and any other intellectual property rights of whatsoever nature throughout the world whether or not registered or capable of registration including all renewals and/or extensions.
- (f) "**Order**" means an order form or term sheet signed by FT and Client for the purchase of one or more of the Products which incorporates these Subscription Terms.
- (g) "**Product**" means each separate product or service purchased under the Order.
- (h) "**Subscription Period**" means the period set out in the Order.
- (i) "**User**" means Client's staff or third party consultants granted access to the Product.

1.3 Unless the context otherwise requires:

- (a) "**includes**", "**including**" and any similar terms will be construed as without limitation;
- (b) "**writing**" or "**written**" includes email but not fax;
- (c) any reference to a legislative provision includes any subsequent re-enactment or amendment; and
- (d) references to "**clauses**" are to the clauses in these Subscription Terms.

1.4 In the case of any conflict or ambiguity, the Order shall take precedence over these Subscription Terms.

2. RIGHTS AND OBLIGATIONS

2.1 FT will provide Client with access to the Products set out in the Order (including, where applicable for the relevant Product, providing Client with a 'link', 'Pin', 'ID', or similar mechanism for such purposes).

2.2 FT shall use commercially reasonable efforts to make the Products available at least 99% of each calendar month subject to any downtime associated with routine maintenance. Client acknowledges that FT is not responsible for unavailability due to reasons beyond FT's control, such as issues with Client's network or any Force Majeure Event.

2.3 Client will, and will ensure that its Users will:

- (a) only use the Products for Client's business purposes in accordance with this Agreement and applicable laws;
- (b) be responsible for the accuracy, quality and legality of Client Content, and for ensuring that it has all necessary rights, licences and consents to use the Client Content in the Products;
- (c) where required, register online to access the applicable Product, with each registration being for a single User only;
- (d) only provide access to persons permitted under this Agreement, complying with any limit on the number of permitted Users set out in the Order;
- (e) ensure that any passwords (or equivalent) issued for use by specific Users are kept confidential and not shared with other individuals (internally or externally);
- (f) use commercially reasonable efforts to prevent unauthorised use of the Products or any Content, and notify FT promptly of any such unauthorised access or use;

- (g) if requested by FT, provide FT with a list of Users so that FT may provide those Users with access to the Product; and
 - (h) notify FT of any change of Users from time to time (including when Users cease to be employed or engaged by Client).
- 2.4 Save as expressly permitted by applicable law or otherwise approved in writing in advance by FT, Client will not, and will not permit any third party to:
- (a) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt and/or make error corrections to the whole and/or any Products or Content (or any part thereof);
 - (b) interfere with or disrupt the integrity or performance of any part of any Product;
 - (c) sell, license, sub-license, grant or purport to grant any rights in or otherwise make available any Products or Content (or any part thereof);
 - (d) use Content to create a product or service that competes with or fulfils an identical or similar purpose to any Product;
 - (e) use any part of any Product to store or transmit malicious, infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
 - (f) remove, conceal or alter any FT name, trademark, copyright notices or other means of identification or disclaimers as contained in the Products;
 - (g) state or imply that FT promotes or endorses any specific regional investment, third party products or services (except to the extent that FT does expressly endorse any specific regional investment, third party products or services); or
 - (h) distort or misrepresent the substance of any Product or any part thereof.
- 2.5 FT reserves the right to monitor Product usage by all Users during the Subscription Period, for the purpose of, for example, product development, usage reporting and ensuring compliance with this Agreement. Where FT has reasonable grounds to suspect unauthorised use of a Product by Client or a User, FT reserves the right to immediately deny access to a Product to that User. FT will promptly notify Client of such denial of access, which will continue until such time as FT is satisfied, in its reasonable opinion, that such unauthorised use is resolved.
- 2.6 FT has no obligation to monitor or moderate Client Content, but FT has the right to remove any Client Content that FT considers (in its sole discretion) to violate this Agreement or to expose FT or its other clients or users to any legal liability or unacceptable commercial or reputational risk.
- 2.7 FT reserves complete freedom in the form of the Products and may add to, remove or edit the Content at any time without notice.
- 2.8 Except as expressly provided in this Agreement, no rights or licences, express or implied, are granted to Client or any third party in respect of the Products or Content. Client acknowledges that as between itself and FT, FT and its licensors are the owners of all IPRs in the Products and Content.
- 2.9 Client grants to FT a worldwide, royalty-free licence to host, copy, transmit, and display Client Content for the purposes of this Agreement.
- 2.10 FT may invite Client to trial the use of any elements of the products which are clearly designated as beta versions which are not generally available to all customers for evaluation purposes only. Client may at its sole discretion accept or decline any such invitation and acknowledges that such products are delivered "as is" and that FT may discontinue any such products at any time in FT's sole discretion.

3. FEES

- 3.1 Client will pay the Fees in full to FT in the currency set out in the Order and promptly provide any information that FT may reasonably require to provide Client with a valid invoice. All Fees and any other amounts payable by Client are exclusive of value added tax or any other taxes which are or may be applicable, and Client agrees to pay any such taxes as duly invoiced by FT. Failure to pay any undisputed Fees on time will constitute a material breach of this Agreement.
- 3.2 If Client is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, Client will, together with such payment, pay any additional amount as will ensure that FT receives, free and clear of any tax or other deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Client will promptly forward to FT copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

4. WARRANTIES AND INDEMNITY

- 4.1 Each party warrants and represents to the other that it is entitled to and has the necessary authority to enter into this Agreement and to perform the obligations imposed on it under this Agreement.
- 4.2 FT warrants and represents to Client that it has the right to grant the licences granted under this Agreement; and it will use reasonable care and skill in its provision of the Products to Client under this Agreement.
- 4.3 Client warrants and represents to FT that it has the right to grant the licences granted under this Agreement.
- 4.4 Subject always to Client complying with the obligations and restrictions set out in this Agreement, FT agrees to indemnify Client against any damages (including reasonable legal costs) which may be awarded by a court of competent jurisdiction against Client or may be agreed to be paid to any third party, in each case in respect of any claim that Client's use of the Products or Content in accordance with the terms of this Agreement infringes the IPRs of such third party (such claim, a "**Content TPC**"), provided that: (a) Client gives notice to FT of such Content TPC promptly on becoming aware of it and does not at any time admit liability or otherwise attempt to settle or compromise such Content TPC without FT's prior written consent; (b) FT will have sole conduct of the defence or compromise of any Content TPC and as between FT and Client will have the sole right to any costs and damages awarded as a result; and (c) Client acts in accordance with the reasonable instructions of FT (including at FT's request promptly removing, deleting or destroying any copies of the Content in its control or possession) and provides FT with such assistance as it will reasonably require, at FT's reasonable cost, in respect of the conduct of such defence or compromise.
- 4.5 Subject always to FT complying with the obligations and restrictions set out in this Agreement, Client agrees to indemnify FT against any damages (including reasonable legal costs) which may be awarded by a court of competent jurisdiction against FT or may be agreed to be paid to any third party, in each case in respect of any claim that FT's use of any Client Content in accordance with the terms of this Agreement infringes the IPRs of such third party (such claim, a "**Client Content TPC**"), provided that: (a) FT gives notice to Client of such Client Content TPC promptly on becoming aware of it and does not at any time admit liability or otherwise attempt to settle or compromise such Client Content TPC without FT's prior written consent; (b) Client will have sole conduct of the defence or compromise of any Client Content TPC and as between FT and Client will have the sole right to any costs and damages awarded as a result; and (c) FT acts in accordance with the reasonable instructions of Client (including at Client's request promptly removing, deleting or destroying any copies of the Client Content in its control or possession) and provides Client with such assistance as it will reasonably require, at Client's reasonable cost, in respect of the conduct of such defence or compromise.

5. CONFIDENTIALITY AND DATA PROTECTION

- 5.1 Each party will keep confidential all information (written or oral) concerning the business and affairs of the other that it will have obtained or received as a result of the discussion leading up to the entering into, or during the performance of, this Agreement ("**Confidential Information**") save that which is:
- (a) already in its possession other than as a result of a breach of this clause 5.1;
 - (b) in the public domain other than as a result of a breach of this clause 5;
 - (c) required by a government body, a court of competent jurisdiction, or otherwise by law to be disclosed; or
 - (d) (in respect of information concerning the business or affairs of Client) is acquired by members of FT's newsgathering or news dissemination operations by persons who are not provided with access to the Confidential Information pursuant to the terms of this Agreement.
- 5.2 To the extent that each Party processes any personal data of any staff of the Client who access the Products in relation to this Agreement, it does so as a data controller and shall comply with all applicable Data Protection Laws, including maintaining appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of personal data processed by it.
- 5.3 Each of the parties undertakes to the other to take all such steps as will from time to time be necessary to ensure compliance with the provisions of this clause 5 by its employees, agents and sub-contractors.

6. TERM AND TERMINATION

- 6.1 This Agreement will continue for the Subscription Period, unless terminated earlier in accordance with its terms.

- 6.2 Either party may terminate this Agreement (or, at that party's option, any relevant Product) immediately by notice to the other party if:
- (a) the other party commits any material breach of this Agreement and, where the breach is capable of remedy, fails to remedy the breach within 14 days after being notified of it; or
 - (b) the other party: (a) has a change of Control, (b) is dissolved, or (c) ceases to carry on its business, or (d) has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets, or (e) passes a resolution for its winding up, or (f) becomes the subject of an administration order or liquidation order or similar order from a court of competent jurisdiction, (g) enters into any voluntary arrangement with its creditors, or (h) or becomes unable to pay its debts as they fall due, or (i) is the subject of any analogous event in any jurisdiction;
 - (c) the other party (or any of its shareholders or directors) becomes subject to any Sanction, or continuation of this Agreement would (in the reasonable opinion of FT) expose FT or any of its affiliated companies to any Sanction, where "Sanction" means any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America.
- 6.3 Where FT has the right to terminate this Agreement or to issue a notification of breach it may at its discretion elect by notice to suspend its provision of any relevant Product to the Client or the relevant User(s) until FT, in its reasonable opinion, is satisfied that the breach is remedied or until FT exercises its right to terminate the Agreement or any relevant Product. The suspension will not affect Client's payment obligations.
- 6.4 Any termination of this Agreement is without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law.
- 6.5 The expiry or termination of this Agreement, or of any Product, will be without prejudice to any accrued rights under it, including FT's right to receive payment of all Fees.
- 6.6 On the termination or expiry of the Agreement:
- (a) Client's and its Users' rights to access the Products and use Content shall immediately cease;
 - (b) Client shall notify its Users that they are no longer entitled to access or use the Products and the Content; and
 - (c) Client shall promptly delete all copies of Content and any confidential information of FT that it has stored on its systems, and if requested to do so by FT, Client will certify in writing to FT its compliance with this clause.
- 6.7 The provisions of this Agreement that by their nature and content, must survive the completion, rescission or expiration of this Agreement, will survive, including clauses 1, 2, 3, 4.4, 5, 6.5, 6.6, 7, 9, 10, 11, 12, and 13.

7. LIABILITY

- 7.1 Except as expressly provided in this Agreement and to the extent permitted by law, no warranty, condition, representation or undertaking, express or implied, statutory or otherwise, is given or assumed by either party and all such warranties, conditions, representations and undertakings are excluded.
- 7.2 Content is provided "as is" and is only for general information and use. It is not intended to address particular requirements and does not constitute any form of advice, recommendation or representation by FT. Content may have ceased to be current at the time it is received.
- 7.3 The Products may contain hyperlinks or references to third party websites and third party products or services. This is not an endorsement, and FT accepts no legal responsibility for any products, content, material or information contained in such third party products or services. Client's use of any third party site may be governed by the terms and conditions of that third party site, and any agreements, transactions or other arrangements made between the Client and any third party is at Client's own responsibility and risk.
- 7.4 Excluding Client's payment obligations:
- (a) neither party will have any liability to the other for any indirect, special, incidental or consequential loss or damage of any kind whatsoever, including any such loss of profits, loss of revenue, anticipated savings, loss of business or loss of data; and
 - (b) the total aggregate liability of each party under or in relation to this Agreement within any contract year (meaning any 12 month period commencing on the date of this Agreement or any

anniversary of it) shall not exceed 150% of the total Fees payable during the contract year in which the breaches occurred.

7.5 Nothing in this Agreement will limit or exclude the liability:

- (a) of either party for death or personal injury caused by that party's negligence;
- (b) of either party for fraud or for fraudulent misrepresentation;
- (c) of the Client for any infringement or misuse of FT's IPRs; or
- (d) of either party for any other matters for which it would be unlawful to exclude or limit liability.

8. FORCE MAJEURE

8.1 Neither party will be in breach of this Agreement or liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay arises from or is attributable to any circumstances beyond its reasonable control (other than lack of funds on the part of Client) ("**Force Majeure Event**"). If the Force Majeure Event continues for at least thirty days, either party will be entitled to terminate this Agreement by notice in writing to the other.

9. GENERAL

9.1 If either party delays or fails to exercise any right or remedy under this Agreement, it will not have waived that right or remedy.

9.2 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause 9.2 will limit or exclude any liability for fraud.

9.3 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

9.4 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

9.5 A person who is not a party to this Agreement will not have any rights under or in connection with it.

9.6 No provision of this Agreement may be amended, modified, discharged or terminated other than by the express written agreement of the parties.

9.7 Any notice given under or in connection with this Agreement will be made in writing and sent for the attention of the other party's Relationship Manager to the address of the other party as set out on the Order, and in the case of a breach or termination notice sent by Client shall be copied to company.secretary@ft.com. Such notice must be delivered by hand, recorded delivery, courier or email and will be deemed to have been received, if delivered by hand, at the time and date of delivery; if sent by recorded delivery or courier, upon the date of receipt (as evidenced by signature); and if sent by email, at the time of transmission. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

9.8 This Agreement may be signed in counterparts each of which once signed will be deemed to be an original of this Agreement. Signed copies of this Agreement sent as a PDF by email will be deemed to be originals of this Agreement.

9.9 Client may not assign at law or in equity its rights under this Agreement or subcontract any of its duties or obligations under this Agreement without the prior written consent of FT.

9.10 This Agreement will be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

10. ADDITIONAL TERMS FOR DATABASE PRODUCTS

10.1 **The additional provisions of this clause 10 only apply to the following Database Products: fDi Markets, fDi Benchmark, InvestmentFlow, IncentivesFlow, fDi Markets Library, IncentiveFlow Library and InvestmentFlow Library.**

10.2 For the purposes of this clause 10:

- (a) "**Abstract**" means a non-verbatim summary of an Extract or Extracts;

- (b) **“Extract”** means any data or information from the Database Product;
- (c) **“IPA”** means an entity who is a member of the World Association of Investment Promotion Agencies and/or is directly or indirectly owned or controlled by a government body or agency (or any other type of public or state-owned authority) and whose purpose involves investment promotion or economic development activities; and
- (d) **“Substitute”** means a database, work, product or service that could: (i) reduce the need for Client or third parties to purchase Database subscriptions or other rights to use FT Content directly from FT; or (ii) create revenues from the Content to the detriment of FT’s own ability to generate revenues from the Content

10.3 Client and its Users may only use the Products:

- (a) to undertake research and generate search results;
- (b) to download search results on a non-systematic basis to the Client’s own systems, provided that this does not: (i) exceed the download limits set out in the Order; or (ii) create a Substitute;
- (c) to print hard copies of the search results only for Client’s internal purposes and not to be transferred, distributed, sold, or otherwise made available to any person outside of Client’s organisation;
- (d) to include Extracts and Abstracts on a non-systematic and infrequent basis in works produced by Client or User with reasonable skill and care for redistribution provided that such Extracts or Abstracts are not: (i) the main subject or focus of such works; and/or (ii) a potential Substitute;
- (e) Client shall ensure persons to whom Extracts or Abstracts are made available, are made aware that such Extracts or Abstracts may not be copied, redistributed or modified in any way and the following wording shall appear immediately below each publication:
 1. of an Extract “Source: [Name of relevant Product], a service from The Financial Times [Year]. All Rights Reserved.”; and
 2. of an Abstract “This summary was produced by [Client name] using data provided by [Name of relevant Product].”
- (f) for IPA clients only when using the fDi Benchmark, distribute (in hard copy or by email) reports produced by Users through the fDi Benchmark report function tool to potential investors, provided that (i) the attribution and disclaimer wording contained in such reports is not removed or modified, and (ii) the information and data within the report is not altered or modified by Client, other than as permitted by the functionality of the Product; or
- (g) to refer to the applicable Product as a source in press statements.

10.4 Client must inform FT if any proposed User is a third-party consultant providing services to the Client. Where FT agrees that such consultant may be a User, the Client must ensure that the consultant only uses the Product for the purpose of providing services to Client and only downloads and stores Content on Client’s own systems. FT may withdraw its consent to such consultant being a User at any time, in which case Client shall procure that the consultant no longer has access to any Content and shall if requested by FT procure that the consultant confirms in writing to FT that the consultant no longer has access to Content.

10.5 **For the purposes of the fDi Markets Library, the IncentivesFlow Library and the InvestmentFlow Library Products only:**

Only individuals working or studying within Client organisation who have an email address with the email domain specified in the Order shall be a permitted User. Client shall not permit any self-employed contractors or consultants to access the Products without the prior written consent of FT. Client shall provide FT with a schedule of IP addresses to facilitate User access to the applicable Database. Client acknowledges that Users will not be able to save search results. Access to the Product at any one time shall be limited to the maximum number of Users stated in the Order. Additional Users will be placed in a queuing system until access becomes available.

11. ADDITIONAL TERMS FOR FT INSTITUTE PRODUCT

11.1 The additional provisions of this clause 11 only apply to the FT Institute Product.

11.2 Client shall only enable use of the Product and any related training materials by Client’s own staff with an email address using the domain name set out in the Order.

11.3 In order to receive a certificate for achieving the FT ‘Certificate of Excellent in Foreign Direct Investment and Investment Promotion (CEFDI)’ each User must successfully complete all applicable CEFDI training modules to the satisfaction of FT. CEFDI certificates are automatically generated by the FT Institute e-learning platform.

12. ADDITIONAL TERMS FOR AMPLIFY AND INVESTMENTMAP PRODUCTS

12.1 The additional provisions of this clause 12 only apply to the Amplify and InvestmentMap Products.

- 12.2 Client is responsible for all use of any application that is owned, licensed, obtained or used by Client in connection with the Product, including any third party application as may be suggested by FT from time to time (a "**Non-FT Application**"). Client must ensure that all such use is in accordance with any supplier terms, and that any licence is sufficient to permit use by FT for the purposes of this Agreement. Client agrees that FT may permit the Non-FT Application to access the Client's account and Client Content to allow for any intended interoperability with the Product. Client acknowledges that the use of any Non-FT Application is at Client's risk and expense, that FT does not warrant or support any Non-FT Applications, and that FT is not responsible or liable to Client for any Non-FT Application, its interoperability with the Product, or any activity relating to the Non-FT Application (including liability for any disclosure, modification or deletion of any Client Content or other data as a result of the use of any Non-FT Application). FT may at any time temporarily or permanently disable or require Client to cease using any Non-FT Application if in FT's reasonable opinion such use breaches or is likely to breach this Agreement, poses a threat to the security of the Product or FT's systems, or otherwise damages or is likely to damage the Product or FT's systems. Client acknowledges that FT will not be liable or provide any refund, credit, or other compensation for any unavailability or deterioration of any Product features as a result of any withdrawal, unavailability or performance of any Non-FT Application for any reason, including where the Non-FT Application is suspended or disabled by FT.
- 12.3 Client shall not frame or mirror any part of the Product or Content, other than framing on Client's own intranets or otherwise for Client's own internal business purposes;
- 12.4 To the extent that the Client Content includes any Personal Data, FT shall process such Personal Data as a processor on behalf of Client in connection with this Agreement and FT shall comply with the obligations set out in the attached Data Processing Addendum ("Attachment 1") incorporated and made a part of this Agreement.
- 12.5 Upon request by Client made within 30 days of the termination or expiry of the Agreement, FT shall make Client Content available to Client for export or download. After expiry of that 30-day period, FT will have no obligation to maintain or provide Client Content and will delete or destroy all copies of Client Content in FT systems or otherwise in FT's possession or control, unless legally prohibited.

13. ADDITIONAL TERMS FOR GIS PLANNING PRODUCTS

13.1 The additional provisions of this clause 13 only apply to the GIS Planning Products.

13.2 For the purposes of this clause 13:

- (a) "**Administration Interface**" means the interface provided for Client to manage Client Site.
- (b) "**Administrator Login**" means any Login giving the User administration-level privileges to Client Site.
- (c) "**Client Site**" means a web-based application providing the functionality set out in the Documentation, as updated by FT from time to time and as may be customized by FT through any Customization Services provided in accordance with these Product Terms.
- (d) "**Custom Domain**" means any domain used for Client Site, other than the Principal Domain.
- (e) "**Customization Services**" means the customization services (if any) specified in the Order and in respect of which these Product Terms apply.
- (f) "**Documentation**" means the documentation for the Client Site as made available by FT to the Client.
- (g) "**Go-Live Date**" means the date when FT notifies the Client that the Client Site is publicly available at the Principal Domain.
- (h) "**Login**" means the unique access credentials (user name and password or as otherwise specified by FT from time to time) for each User.
- (i) "**Principal Domain**" means the principal domain (being a subdomain of the zoomprospector.com domain) at which FT hosts Client Site.
- (j) "**Services**" means the Client Site, maintenance, and making available the Client Site (including the Administration Interface) as set out in the Order, and where expressly provided for in the Order, Customization Services by FT.
- (k) "**Software**" means FT's proprietary software which forms the basis for Client Site.
- (l) "**Target Go-Live Date**" means the non-binding target Go-Live Date as set out in the Order.
- (m) "**Third Party Content**" means data sourced by FT from a third party and incorporated into or made available through the Client Site.

- 13.3 Nothing in this Agreement entitles Client to actual possession of the Software or Client Site. Client acknowledges and agrees that use of the Software and Client Site is provided on an application services basis only.
- 13.4 Any changes or additions to the Services required by Client shall be subject to the written agreement of FT and subject to payment of any agreed additional fees and expenses.
- 13.5 Client shall not obscure any legal or regulatory notices or links to legal or regulatory notices incorporated into the Client Site (including where Client Site is embedded within another website).
- 13.6 Where the Order includes Customization Service:
- (a) FT will carry out the Customization Services to prepare Client Site for launch;
 - (b) Once Client Site is ready, FT will notify Client, giving instructions on how Client Site can be accessed; and
 - (c) Client acknowledges that any Target Go-Live Date set out in the Order is an estimate only. FT will use reasonable endeavours to ensure that the Go-Live Date is no later than the Target Go-Live Date, but Client acknowledges that this is dependent upon Client meeting its own obligations under this Agreement and may be affected by other factors beyond FT's control.
- 13.7 With effect from the Go-Live Date, FT will use commercially reasonable efforts to make Client Site available and online for at least 99% of each calendar month. Client agrees and understands that the following will not be taken into account when measuring FT's performance against that target:
- (a) routine scheduled maintenance by FT or its internet provider or hosting facility;
 - (b) Client's loss of connectivity to Client Site due to reasons which are beyond FT's control, such as problems with Client's own network and/or computers or with any internet infrastructure; or
 - (c) a Force Majeure Event (as defined at clause 8 of the General Subscription Terms).
- 13.8 Where Client and FT agree to use of a Custom Domain, then the Custom Domain will map to the Principal Domain, so that end users of Client Site access Client Site at the Custom Domain and the Principal Domain redirects to the Custom Domain.
- 13.9 Any Custom Domain is subject to FT's approval (not to be unreasonably withheld) and must not be misleading, infringe the IPRs of any third party; or incorporate any of the trade marks of FT, its affiliates, or its licensors.
- 13.10 Except as agreed in writing by FT, all Custom Domains will be registered in the name of FT and belong to FT. Any change to a Custom Domain may be subject to additional charges at FT's standard rates.
- 13.11 FT will issue up to five (5) Administrator Logins to Client, which gives the User full access to Client Site and the Administration Interface, including the ability to add or delete Client Content without restriction and to add or delete Users or Logins. Each Login will have varying privileges and access rights as specified in the Documentation. Client is responsible for all activity that takes place under each Login, and it is Client's responsibility to ensure that each Login is kept secure and not shared by more than one individual. Each User may be required to agree to FT's individual user terms and privacy policy in order to access Client Site using their Login.
- 13.12 Client grants (and will ensure that all Users who upload Client Content grant) to FT a worldwide, perpetual, irrevocable, royalty-free licence to copy, distribute, make available, modify, perform and otherwise use Client Content for the purposes of providing the Services and making Client Content available through other ZoomProspector sites managed and/or provided by FT.
- 13.13 Client is solely responsible for any Client Content uploaded to or otherwise made available through the Client Site. Client must ensure that all Users are made aware of the terms on which Client Content is uploaded and used.

14. VERSION

- 14.1 The version of the Subscription Terms posted at the time of Client's signature of the Agreement will be the only version that applies until the termination of the Agreement.
- 14.2 FT may at any time update or amend the Subscription Terms by posting a new version of the relevant terms. However, any changes will not apply to any existing Agreements. Previous versions of the Subscription Terms will continue to be made available at <https://legal.ft.com/ftspecialist/subscription-terms>.

14.3 The current version of these Subscription Terms was posted on 1 March 2023.

ATTACHMENT 1
DATA PROCESSING ADDENDUM
(Revision 1 March 2023)

BACKGROUND

- A. This Data Processing Addendum forms part of the agreement between Client and FT (the "**Agreement**") pursuant to which Client has engaged FT to provide certain services ("**Services**").
- B. While providing the Services, FT will process Client Personal Data (as defined below) on behalf of Client. This Addendum forms part of the Agreement and sets out the terms on which FT will be processing that Client Personal Data.

AGREED TERMS

1 DEFINITIONS

1.1 In this Addendum:

- (a) "**Data Protection Laws**" means the Data Protection Act 2018 ("**DPA 2018**"), the EU General Data Protection Regulation 2016/679 ("**GDPR**"), the California Consumer Privacy Act ("**CCPA**") and any other applicable data protection or privacy laws.
- (b) "**Client Personal Data**" means any Personal Data for which Client is a controller and for which FT is a processor for the purposes of fulfilling its obligations under the Agreement.
- (c) "**controller**", "**processor**", "**data subject**", "**Personal Data**" and "**processing**" have the meanings given to them in GDPR.
- (d) any reference to a legislative provision includes any subsequent re-enactment or amendment; "**includes**", "**including**" and any similar terms will be construed as without limitation; and a reference to "**writing**" or "**written**" includes emails but not faxes.

1.2 To the extent that any of the terms of this Addendum conflict or are inconsistent with the terms of the Agreement, the terms of the Service Agreement will apply.

2 DATA PROCESSING

2.1 The parties agree that the table set out in Schedule 1 is an accurate description of the processing of Client Personal Data under the Agreement.

2.2 FT acts as a processor in respect of any Client Personal Data and will:

- (a) process Client Personal Data only for the purpose of the provision of the Services in accordance with the Agreement, and not retain, use, disclose or process Client Personal Data for any other purpose;
- (b) comply with all obligations imposed on processors by Data Protection Laws;
- (c) provide reasonable assistance to Client without undue delay in fulfilling any obligation under Data Protection Laws to respond to requests by data subjects (including data subject access requests and deletion requests), subject always to Client's payment of FT's reasonable costs of doing so;
- (d) provide reasonable cooperation to Client in connection with any data protection impact assessment or consultations with regulatory authorities that may be required in accordance with Data Protection Laws, in each case subject always to Client's payment of FT's reasonable costs of doing so;
- (e) use appropriate technical and organisational measures when processing Personal Data to ensure a level of security appropriate to the risk involved;

- (f) to the extent permitted by applicable law, notify Client as soon as reasonably practicable (and in any event within 72 hours) after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss or unauthorised disclosure of Client Personal Data, and provide reasonable details and updates on the same; and
- (g) if requested, provide Client with information necessary to demonstrate FT's compliance with obligations under Data Protection Laws and this Addendum, and if Client reasonably considers that such information is insufficient, allow for audits at Client's reasonable request at FT's premises provided always that such audits are on reasonable notice, conducted during FT's normal business hours by appropriate individuals solely to the extent necessary to check FT's compliance with such obligations, subject to appropriate confidentiality provisions, and limited to once a year (except in the event of a personal data breach) and during business hours.

2.3 Client agrees that FT may engage the subprocessors set out in Schedule 2 to process Client Personal Data for the purposes of the Agreement. FT will not engage another subprocessor for such purposes without informing Client in advance of the identity of such subprocessor. Client may object to FT's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is in writing and based on reasonable grounds relating to data protection. In such an event, the parties agree to discuss commercially reasonable alternative solutions in good faith. If the parties cannot reach a resolution within ninety (90) days from the date of FT's receipt of Client's written objection, Client may discontinue the use of the affected Services by providing written notice to FT. Such discontinuation will be without prejudice to any fees incurred by Client prior to the discontinuation of the affected Services. If no objection has been raised prior to FT replacing or appointing a new sub-processor, FT will deem Client to have authorized the new sub-processor. FT will ensure that any subprocessor is bound by obligations no less onerous than those set out in this Addendum.

2.4 To the extent CCPA is applicable to any Client Personal Data processed by FT under the Agreement, FT acknowledges that it acts as a service provider, and FT shall not: (a) sell Client Personal Data; (b) retain, use, or disclose Client Personal Data for any purpose other than the specific purpose of performing the Services in accordance with the Agreement; (c) retain, use, or disclose Client Personal Data for a commercial purpose other than providing the Services in accordance with the Agreement; or (d) retain, use, or disclose the information outside of the direct business relationship between FT and Client. FT certifies that it understands and will comply with the responsibilities and restrictions imposed by this Addendum and by the CCPA.

2.5 Client shall comply with Data Protection Laws in its use of the Services and its own processing of Client Personal Data and ensure that it has, and will continue to have, the right to transfer, or provide access to, Client Personal Data to FT for processing in accordance with the terms of the Agreement and this Addendum.

3 TERM AND TERMINATION

3.1 This Addendum will be effective for the term of the Agreement, and (subject to clause 3.2) will terminate immediately upon termination of the Agreement.

3.2 On termination of the Agreement, howsoever caused, FT will (a) immediately cease processing the Client Personal Data; (b) for a period of 30 days from termination (or such other period agreed by FT in writing), make the Client Personal Data available for downloading by the Client in .csv format and attachments in their native format (to the extent Client has not deleted such data); and (c) following such 30 day period, irrevocably delete the Client Personal Data.

4 GENERAL

4.1 If any provision of this Addendum is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Addendum or invalidate or render unenforceable such term or provision in any other jurisdiction.

4.2 If either party delays or fails to exercise any right or remedy under this Addendum, it will not have waived that right or remedy.

4.3 Nothing in this Addendum is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 4.4 A person who is not a party to this Addendum will not have any rights to enforce its terms.
- 4.5 Except as set out expressly in this Addendum or in the Agreement, each party is responsible for its own costs incurred in complying with its obligations under this Addendum.
- 4.6 No variation of this Addendum will be effective unless agreed in writing and signed by both parties.
- 4.7 This Addendum, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with the law of England and Wales.
- 4.8 Each party irrevocably agrees that the courts of England and Wales will 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).

SCHEDULE 1

DATA PROCESSING PARTICULARS

The subject matter and duration of the processing	Provision of the Services under the Agreement, for the duration of the Agreement.
The nature and purpose of the processing	FT will process Client Personal Data to provide the Services under the Agreement.
The type of Personal Data being processed	Client Personal Data as provided by Client in its use of the Services.
The categories of data subjects	Individuals whose details are included in Client Personal Data.