

FT PROFESSIONAL INTEGRATED SOLUTIONS TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms, words and phrases have the meaning given to them in the Order, the General Terms and this paragraph 1.1.

- (a) **“Article”** means a full-text article or other individual item of Content published or available by the Delivery Method.
- (b) **“API”** means FT’s API made available at the API Portal, as updated from time to time.
- (c) **“API Documentation”** means the documentation for the API, as made available on the API Portal.
- (d) **“API Key”** means the credentials provided by FT to Client that enable its systems to use and interact with the API.
- (e) **“API Portal”** means the website or other location at which FT makes the API available, the current API Portal being at <http://developer.ft.com>.
- (f) **“API User”** means each of Client’s developers or other personnel who use or interact with the API on Client’s behalf.
- (g) **“Archive”** means an archive of Content made available by FT, where specified in the Order.
- (h) **“Archive Start”** means the earliest date of the Content in the Archive.
- (i) **“Beneficiary”** means any individual employed or otherwise engaged by Client who makes any use of Content or Outputs for the Agreed Business Purposes.
- (j) **“Computational Analysis”** will mean any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.
- (k) **“Content Subscription”** means a subscription agreement for defined users to access content on FT.com between FT and Client.
- (l) **“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 at least half of the members of the board of directors or equivalent of the affected party.
- (m) **“Outputs”** means any systems, solutions, models, materials or other outputs of any nature produced by or on behalf of Client using any Content, whether or not those Outputs incorporate any Content.
- (n) **“Permitted API Calls”** means the maximum number of API calls that can be made for each API Key during each specified period of time, being 50,000 calls per day and 2 calls per second or as otherwise set out in the Order or agreed by FT in writing from time to time.
- (o) **“Permitted Use”** means to download, host and store Content obtained using the Delivery Method in a non-publicly available archive for the Retention Period to undertake Computational Analysis, solely for the Agreed Business Purposes.
- (p) **“Restricted Content”** means the JSON elements of the Enriched Content API within the API and in the Archive: \$.annotations[:].prefLabel \$.annotations[:].lei Code; FIGI Code.
- (q) **“Resultant Data”** means data or other information obtained from Computational Analysis.
- (r) **“Substitutional Data”** means any data or other information: (a) from which any Content or raw data within the Content can be obtained or reverse-engineered; or (b) which is capable of use as a product or service that reduces the need for users or third parties to pay FT for Content directly or which creates revenues from the Content or raw data within the Content to the detriment of FT’s own ability to generate revenues from the Content or raw data within the Content.

2 USE OF CONTENT AND IPRS

2.1 From the Service Start Date until the Service End Date FT grants to Client a non-exclusive, non-transferable, non-sub-licensable, revocable licence to use the Content solely for the Permitted Use, and in accordance with this Agreement.

2.2 Client may reformat and index the Content by including codes, tags and similar instructions as necessary or desirable for the Permitted Use, provided that such reformatting does not derogate from or alter the meaning or quality of the Content.

- 2.3 Client will not make any use of the Content that is not expressly permitted by the Agreement. In particular: (a) Client will not include any Content or Substitutional Data in any published Outputs arising from the Permitted Use, and will not in any other way make Content available to any other person; and (b) these Integrated Solutions Terms do not permit any human reading or other use of the Content by any individual other than: (i) as expressly permitted in the Order (if applicable); (ii) display of the headline and first 140 characters (“teaser text”) of an Article to Beneficiaries only; or (iii) to the extent strictly necessary for the purpose of developing or maintaining solutions for Computational Analysis. Human reading of Content requires a Content Subscription.
- 2.4 Any rights granted in the Order to display Content (in whole or in part), is subject to Client deleting or updating such Content if it becomes aware, or ought reasonably to become aware, that the corresponding content on FT.com has been removed or updated. Client will ensure that it removes or updates Content in accordance with the data made available through the Notifications API and Notifications Push API. Client will update and/or cease use of any Content as soon as possible and in any case within 48 hours of notification through the API or other written request (including by email). FT will not be liable for any actions, losses, damages or expenses that may arise out of Client’s failure to comply with this paragraph 2.4.
- 2.5 On request to be made no more than twice in any twelve month period, FT may require Client to provide a written statement, within 10 working days, signed by a board director to confirm Client’s compliance with this Agreement. If Client fails to provide such a statement or FT has reasonable grounds to suspect a material breach of the Agreement, Client will allow its systems and processes that make use of any Content in respect of this Integrated Solutions Product to be submitted for scrutiny by independent auditors appointed by FT to ascertain compliance with the Agreement. Such auditors will be required to sign confidentiality obligations equivalent to those set out in this Agreement. FT will request an audit under this paragraph 2.5 no more than once a Year, except where FT reasonably believes that Client is (or has been) in material breach of the Agreement.
- 2.6 Without prejudice to its other rights and remedies FT reserves the right to deny Client access to the Content and/or the Delivery Method, if, in the reasonable opinion of FT, Client or a Beneficiary breaches the conditions or restrictions on use of the Content or the Delivery Method,
- 2.7 Client will only use Restricted Content for the purpose of navigation, search, filtering or other discovery of Content.
- 2.8 Except to the extent that any Resultant Data comprises or contains Substitutional Data: (a) Client will own any Resultant Data and all IPRs therein; and (b) there will be no limitations or restrictions on Client’s use or distribution of the Resultant Data. Nothing in the foregoing will operate to transfer ownership of any Substitutional Data to Client, and the deletion obligations at paragraph 7.2 will apply to any Substitutional Data.

3 USE OF THE API

- 3.1 The provisions of this paragraph 3 apply where the Delivery Method includes the API.
- 3.2 FT will provide an API Key to Client which enables Client to make use of the API. Client will use the API Key only for making use of the API for the Permitted Use in compliance with this Agreement, and will not share or disclose the API Key to any third party without the FT’s prior written consent. Client is responsible for ensuring that its developers (whether employees or contractors) are aware of and comply with this obligation and with the other requirements of this paragraph 3.
- 3.3 To access the API Key and make use of the API, Client and each API User are required to create an account (or use an existing account) on the API Portal.
- 3.4 Client will ensure that each API User complies with the terms of this Agreement and uses the API only for the purposes of, and as necessary for, Client to exercise its rights under these Integrated Solutions Terms for the Agreed Business Purpose.
- 3.5 FT will make the API available for use by Client as set out in the API Documentation. FT may modify the API from time to time and will provide Client with reasonable notice of any such modification.
- 3.6 FT will use reasonable endeavours to ensure that the API is available and operational at all times, and to remedy any failure or unavailability of the API.

- 3.7 Client will limit its API calls to the Permitted API Calls. FT's calculation of the number of API calls made by Client will be final in the absence of fraud or manifest error. If Client's API calls exceed the Permitted API Calls, FT reserves the right (a) to limit Client's API calls to the Permitted API Calls, and/or (b) to contact Client to agree a service charge to reflect the number of API calls being made, to apply to Client's future use of the API.
- 3.8 The API is provided "as is" and it is Client's responsibility to ensure that it understands the API Documentation and how to use the API. While FT may at its discretion provide limited telephone or email support to Client, FT is under no obligation to do so and any such support is provided "as is" and without any warranty or condition, express or implied.

4 USE OF THE ARCHIVE

- 4.1 The provisions of this paragraph 4 apply where the Delivery Method includes the Archive.
- 4.2 FT will make the Archive available, via secure FTP or such other method as FT may reasonably specify, on (or as soon as reasonably practicable after) the Service Start Date.
- 4.3 The Archive will include Content from the Archive Date to the day before the date on which FT makes the Archive available under paragraph 4.2.
- 4.4 Client may download a single copy of the Archive into Client's systems (which may include a secure third party-hosted system under Client's sole access and control) to use the Archive as set out in these Integrated Solutions Terms.
- 4.5 Client will ensure that the Archive is imported into its systems in such a way that the Content from the Archive can be identified as originating from FT, and (in particular) that the Content can be removed from Client's systems on termination or expiry of this Agreement for the Integrated Solutions Product.

5 PROTECTION OF THE CONTENT

- 5.1 Client will ensure that any copy of the Content which it creates under these Integrated Solutions Terms includes clear notice of attribution to FT in the following form:

"© The Financial Times Limited [year]. All Rights Reserved. Not to be copied or redistributed internally or externally in any way."

- 5.2 Client will implement appropriate technical and organisational measures against unauthorised use, reproduction, distribution or making available of the Content.
- 5.3 Client will notify FT immediately on becoming aware of any unauthorised use, reproduction, distribution or making available of the Content by any third party (including any Beneficiary) and will provide at FT's expense such assistance as requested by FT in taking action to prevent such unauthorised use, reproduction, distribution or making available or to protect FT's IPRs in the Content.
- 5.4 Client will delete each individual item of Content stored on its systems on or before the expiry of the Retention Period for that item.

6 ADDITIONAL WARRANTIES AND LIABILITY

- 6.1 Client warrants and represents to FT that:
- (a) any Outputs (and any material in which Client publishes any Outputs) will not include any information or material which infringes the IPRs of any third party, is libellous, or is unlawful or is in breach of any relevant regulatory codes of practice; and
 - (b) in performing its obligations under this Agreement and/or in its use or publication of any Content or Outputs, it will
 - (i) comply with all applicable laws, regulations (including all data protection laws and relevant regulatory codes of practice) for the time being in force; and
 - (ii) obtain all necessary permissions, consents and licences for the exercise of its rights and the performance of its obligations under this Agreement.

6.2 Client agrees to fully indemnify FT against any losses, damages, costs, expenses (including reasonable legal expenses) or other liabilities suffered or incurred by FT as a result of:

- (a) any infringement by Client of FT's IPRs; or
- (b) Client's breach of paragraph 6.1.

7 TERMINATION OF THIS PRODUCT

7.1 FT will be entitled to terminate this Agreement for the Integrated Solutions Product immediately by notice in writing to Client and without incurring any liability for such termination if:

- (a) there is a change of Control of Client (and Client will promptly notify FT if any such change of Control occurs); or
- (b) FT in its sole opinion determines that Client has used the Content or the API in a manner which has caused or is likely to cause damage to FT's goodwill or reputation.

7.2 On the termination or expiry of this Agreement for the Integrated Solutions Product:

- (a) Client will immediately stop use of the Content, any Substitutional Data and the API and delete all copies of the Content or any Substitutional Data from its systems and databases and return or destroy (as instructed by FT) all files, materials and documents supplied by FT in connection with the Integrated Solutions Product;
- (b) the licences granted by FT to Client in respect of the Integrated Solutions Product will terminate; and
- (c) without limitation to clause 7.6, the following provisions will survive: paragraphs 1 (*Definitions*), 2.8 (*Resultant Data*), 6.2 (*Indemnity*) and this 7.2.

8 VERSION OF TERMS

The current version of these Integrated Solutions Terms was posted on 6 July 2023.