

Landmark Information Group

Terms and Conditions for using Landmark ESG Risk Screen Software

October 2020 version 1

PLEASE READ THIS END USER LICENSE AGREEMENT (THIS “**EULA**”) CAREFULLY BEFORE CONTINUING WITH USE OF THIS PROGRAMME.

1. END USER LICENSE AND SOFTWARE SERVICES AGREEMENT

- a. This EULA is a legal agreement between you (the “**Licensee**”) and Landmark Information Group Limited (“**Landmark**”) for access to and use of the **Landmark ESG Risk Screen** software product (the “**Software Product**”) and Landmark’s provision of ancillary services on the terms and conditions contained in the Software Product and under this EULA. Access to and use of the Software Product means access to the online platform where the Software Product is hosted and the right to use the Software Product for the purposes of the Licensee’s own business to generate its own Landmark ESG Risk Screen reports (“**Reports**”). Landmark shall provide such ancillary services as are reasonably required to facilitate Licensee’s configuration, use and deployment of the Software Product (the “**Support Services**”). The Licensee may if it wishes enter into a separate Managed Services Agreement with Landmark under which Landmark will research and answer the questions raised in a Report.
- b. The Software Product may include associated software components, media, printed materials and “online” or electronic documentation. By using the Software Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not use the Software Product.
- c. The Software Product is protected by copyright and trademark laws and related international treaties, as well as other intellectual property laws and treaties. The Software Product is licensed, not sold.
- d. In relation to the Software Product and the Support Services, Landmark shall maintain the standard of performance as set out in the Service Level Agreement at Schedule 1 of this EULA.

2. USE OF SOFTWARE PRODUCT

- a. As the Licensee, you have the right to use the Software Product for a twelve (12) month term (the “**Software License Term**”) from the date of the acceptance of this EULA (the “**Service Commencement Date**”) or a different period if specified in writing by Landmark.
- b. Following the end of the Software License Term, this EULA shall automatically renew for successive twelve (12) month terms unless either party serves on the other not less than one (1) months’ written notice of termination, such notice to expire at the end of the Software License Term or on any anniversary of the date on which the Software License Term expires.
- c. The Licensee shall pay a fee (“**Fee**”) for the use of the Software Product for each of the Software License Term and for each successive 12 month term. The Fee will be as set out in Landmark’s Price List [either link or refer to appendix] and may vary according to either or both of the number of individual users within the Licensee’s organisation permitted by Landmark to use the Software Product under the Licensee’s account (“Permitted Users”) and the number of Reports which may be generated under the Licensee’s account (“Permitted Number”). Landmark may notify the Licensee at least two (2) months before the end of the

then current term if a different Fee amount is applicable to the next term. The Fee will be payable at the start of the Software License Term and of each successive term. The Licensee shall not be entitled to use the Software Product until the Fee applicable to each term has been paid.

- d. The Licensee shall be entitled to allow Permitted Users to use the Software Product to generate the Permitted Number of Reports during the Software License Term.
- e. Licensee may use and share the Reports, in whole or in part, with Licensee's clients and/or incorporate the Reports or parts thereof in memoranda, filings and other work product on behalf of Licensee's clients as Licensee deems necessary or appropriate in the ordinary course of Licensee's business.
- f. Information in the Reports is based on publicly available data and relevant third party data. Landmark does not warrant the accuracy and completeness of any such information provided by Landmark.
- g. The Reports are not a substitute for undertaking a full due diligence review and any investment decisions made in connection with the information contained in the Reports shall be the responsibility of, and made by, the Licensee.
- h. Except as may be specifically allowed in this EULA, Licensee shall not allow any other person to use the Software Product.
- i. Licensee shall not use the Software Product:
 - i. to upload any material which is offensive, abusive, indecent, defamatory, obscene or menacing or which is in breach of copyright, confidence, privacy or any other third party right;
 - ii. fraudulently or in connection with the commission of any criminal offence;
 - iii. in an unlawful manner or in contravention of any legislation, laws, regulations, codes of practice, licence conditions or third party rights; or
 - iv. to knowingly upload or make available any virus, other malicious code or corrupt data or otherwise threaten the integrity or security of any computer (including by disclosing passwords).
- j. The Software Product will allow Licensee access to Reports for 6 months after they have been generated. For continuing access Licensee must download the Reports and store them separately.

3. SUSPENSION

- a. Landmark may suspend the Licensee's right to use the Software Product without having any liability to the Licensee:
 - i. where there is (or Landmark reasonably suspects there is) any unauthorised access to the Licensee's network which may result in unauthorised access to the Software

- Product, in which case the suspension will last until such time as that unauthorised access ceases or is demonstrated by the Licensee not to have occurred;
- ii. in order to carry out emergency technical maintenance to the Software Product; or
 - iii. where there is (or Landmark reasonably suspects there is) any breach by the Licensee of any of its obligations under this EULA;
- b. If Landmark suspends the Licensee's right to access or use the Software Product, the Licensee will not be entitled to a refund of any prepaid fees.

4. TERMINATION

- a. The EULA shall continue unless or until terminated in one of the following ways which are the only ways in which the parties may terminate the EULA:
 - i. by the either party in accordance with clause 2.b; or
 - ii. immediately on written notice by either party if the other commits a material breach of the EULA. In the event of termination by Licensee due to Landmark's material breach, Landmark shall promptly refund the pro rata portion of any prepaid and unused fees to Licensee.

5. INTELLECTUAL PROPERTY

- a. All rights, title and interest in the Software Product belong to and shall remain vested in Landmark, as applicable. You acquire no rights in the Software Product except where expressly granted in this EULA.
- b. The Licensee has no right to access the Software Product in source code form or in unlocked coding.
- c. The Licensee shall not:
 - i. attempt to duplicate, modify or distribute any portion of the Software Product; or
 - ii. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form any of the Software Product, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - iii. transfer, temporarily or permanently, any of your rights under this EULA; or
 - iv. attempt to obtain, or assist others in obtaining, access to the Software Product, other than as provided in this EULA. Unauthorized use may subject you to severe civil and criminal penalties. Nothing herein limits or restricts Licensee's right to use the Reports and to share the Reports or parts thereof with Licensee's clients as specified in Use of Software Product, above.
- d. Except as expressly stated herein, this EULA does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Software Product.

6. DATA

- a. For the purposes of this clause:

- i. “Applicable Data Protection Laws” means all applicable laws, rules, regulations, orders, ordinances, regulatory guidance, and industry self-regulations from time to time relating to the protection of personal data of individuals including the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any laws that replace or amend any of these together with the equivalent legislation of any other applicable jurisdiction and all other applicable law, regulations, guidance and codes of conduct in any relevant jurisdiction relating to the processing of Personal Data and privacy including the guidance and codes of practice issued by the Information Commissioner’s Office (ICO), the Article 29 Working Party, the European Data Protection Board or any other relevant supervisory authority from time to time;
 - ii. “Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Process” and “Processing” shall have the respective meanings given to them (and equivalent expressions) in Applicable Data Protection Laws, and “Licensee Personal Data” means the Personal Data set out in the Description of Processing where such data is Processed by Landmark as a Processor on behalf of Licensee;
 - iii. “Data Protection Clauses” means all provisions contained in this clause 6, the Description of Processing and any standard contractual clauses entered into between the Parties pursuant to this clause 6;
 - iv. “Description of Processing” means the description of Processing in Schedule 2; and
 - v. “Licensee Personnel” means any employees, staff, workers, agents or consultants of the Licensee;
- b. The Parties agree that Licensee is a Controller and that Landmark is a Processor for the purposes of Processing the Licensee Personal Data pursuant to this EULA.
 - c. In respect of any Licensee Personal Data Processed by Landmark it shall:
 - i. implement appropriate technical and organisational measures to protect against accidental, unlawful or unauthorised destruction, loss, alteration or disclosure of, or access to, Licensee Personal Data;
 - ii. with Licensee’s general written authorisation (which Licensee hereby provides) engage with any other Processor to Process the Licensee Personal Data (“Sub-Processor”) subject to Landmark notifying the Licensee of any intended changes concerning the addition or replacement of Sub-Processor(s) and permitting Licensee to object to such changes in writing within ten (10) days from the date that it is notified by Landmark. If no objection is received by Landmark within such time period, Licensee shall be deemed to have given its approval to use such Sub-Processor. Landmark shall use its reasonable (but commercially prudent) endeavours to ensure that any Sub-Processor agrees in writing to comply with obligations materially equivalent as those imposed on Landmark in this clause 6. If Licensee does not consent to use of such Sub-Processors, Landmark shall be entitled to terminate the Services and this EULA immediately by notice in writing;
 - d. only Process Licensee Personal Data in accordance with Licensee’s documented instructions from time to time except to the extent necessary to comply with applicable law. For the avoidance of doubt, the provisions of this EULA are not instructions for the purposes of this clause 6;

- e. notwithstanding clause 6.d, have no obligation to comply (nor any Liability for non-compliance) with any of Licensee's instructions which will or are likely to (in Landmark's opinion):
 - i. vary the provisions of this EULA;
 - ii. be inconsistent with the Description of Processing; or
 - iii. breach any Applicable Data Protection Laws,
- f. and shall notify Licensee in writing of the same. The Licensee shall not rely on such notice and seek its own independent legal advice if it wishes to determine whether any instruction received by Landmark and which Landmark believes is infringing is in fact infringing or likely to be infringing;
- g. not transfer any Licensee Personal Data outside of the European Economic Area ("EEA") if such transfer would directly cause Licensee to breach its obligations under Article 44. Subject to the foregoing provisions of this clause 6 g, Licensee hereby consents to Landmark and its Sub-Processors transferring Licensee Personal Data outside the EEA. Any standard contractual clauses issued by the European Commission and entered into between the Parties pursuant to this clause 6 shall, once executed, be incorporated into and form part of this EULA. Licensee shall promptly enter into any such standard clauses as required by Landmark to comply with the Data Protection Clauses and/or Applicable Data Protection Laws;
- h. ensure that all Landmark Personnel who have access to and/or Process Licensee Personal Data are committed to keeping Licensee Personal Data confidential;
- i. notify Licensee without undue delay and in writing if Landmark's Compliance Officer becomes aware of a breach of security of Licensee Personal Data, together with particulars of the breach to the extent available to Landmark;
- j. provide such assistance (at Licensee's cost and to such extent permitted by Applicable Data Protection Laws) as Licensee may reasonably require in responding to any request from a Data Subject and in ensuring compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with a supervisory authority. In no event shall Landmark be obliged to respond directly to any such request or correspondence unless specifically required to do so by law; and
- k. for the sole purpose of demonstrating Landmark's compliance with the Data Protection Clauses, provide such information as Licensee reasonably requires, or, where the provision of information alone is not reasonably sufficient for that purpose, allow for and contribute to an audit of Landmark by up to two (2) of Licensee's representatives (in each case, at Licensee's cost, including any auditors' or administrative fees). Licensee shall give not less than one (1) month's prior written notice prior to the date it wishes to conduct the audit and shall conduct any such audit no more than once per calendar year at such time and date that is convenient for Landmark(except where required otherwise by a supervisory authority with competent jurisdiction). Any non-compliance discovered by such audit will be promptly notified by Licensee to Landmark in writing. Licensee shall not disclose to any third party (other than, where applicable, the external auditor performing the audit) any information or reports obtained or produced in connection with any such audit and shall use such information and reports solely for the purposes of meeting its regulatory audit requirements and/or confirming Consultant's compliance with the requirements of the Data Protection Clauses. Licensee shall ensure that it takes reasonable steps and any steps requested by Landmark to minimise any interruption to the business of Landmark when exercising its rights under this clause 6 k. If a third party conducts the audit, Landmark may object to the auditor if the auditor is, in

Consultant's reasonable opinion, not suitably qualified or independent, a competitor of Consultant, or otherwise manifestly unsuitable. Such objection by Landmark will require Licensee to appoint another auditor or conduct the audit itself.

I. The Licensee shall:

- i. ensure that the Description of Processing at all times accurately reflects Landmark's Processing of Licensee Personal Data as a Processor for Licensee in relation to the Services. If Licensee requires changes to the Description of Processing it shall provide an amended version (a "Revised Description") to Landmark. Such Revised Description shall be deemed to have replaced the Description of Processing within five (5) days' of Landmark's written confirmation and this EULA shall be deemed amended accordingly on that date. If the nature of the Processing under this EULA changes in such a way as to change the scope of the Services, Landmark shall be entitled to amend the charges for the Services accordingly;
 - ii. ensure that all instructions it issues to Landmark comply with Applicable Data Protection Laws;
 - iii. be and remain solely responsible for determining the legal basis and conditions for the Processing of all Licensee Personal Data under this EULA;
 - iv. indemnify Landmark against all Liabilities arising out of or in connection with any breach by Licensee of any of the terms of this clause 6, including all amounts paid or payable by Landmark to a third party which would not have been paid or payable if Licensee's breach of this clause 6 had not occurred.
- m. To the extent permitted by law, Landmark accepts no liability for any: (i) inaccurate data (including Personal Data) provided to Licensee as part of the Services to the extent that such inaccuracy arises from incorrect data provided by Licensee, any Data Subjects or any of Landmark's sources that are not Sub-Processors; or (ii) representations, guarantees or conditions that the Services and/or the Personal Data are fit for a particular purpose or will meet Licensee's requirements.
 - n. The Data Protection Clauses shall terminate upon the expiry or termination of the EULA or, if earlier, Landmark ceasing to Process Licensee Personal Data. On the expiry or termination of the EULA (at Licensee's option and cost) Landmark shall either return to Licensee all Licensee Personal Data or securely dispose of it, except where it is required to store it pursuant to applicable law

7. WARRANTY

- a. Landmark warrants that it shall provide the Software Product in accordance with generally accepted applicable industry standards, including the standards required under the Service Level Agreement at Schedule 1 of this EULA.
- b. Subject to any maintenance downtime agreed with Licensee pursuant to the Service Level Agreement at Schedule 1 of this EULA, Landmark warrants for a period of 12 months from Service Commencement Date that the Software Product shall perform the functions described herein in all material respects. Provided that Licensee gives Landmark written notice of breach of the foregoing warranty during the warranty period, Landmark shall correct any reproducible errors that cause the breach of the warranty.

- c. Landmark and/or its suppliers may make improvements and/or changes in the Software Product and/or Support Services described herein at any time and shall share or otherwise make available to Licensee such improvements.

8. LIMITATION OF LIABILITY

- a. Landmark does not exclude or limit liability for death or personal injury resulting from negligence, for fraud or for any other liability which may not by applicable law be excluded or limited.
- b. Subject to clause 8.a, in no event shall Landmark be liable (whether for breach of contract, negligence or for any other reason), for any indirect, consequential or special loss, however arising.
- c. Subject to clause 8.a and without prejudice to clause 8.b, Landmark's liability to the Licensee in connection with either or both of the Software Product and this EULA, whether in contract, tort or otherwise, will be limited to £70,000.

9. CONFIDENTIALITY AND SECURITY

- a. **Generally.** In connection with negotiating, entering into or performing this EULA, each Party (the "**Receiving Party**") has and will have access to certain Confidential Information of the other Party (the "**Disclosing Party**"). "**Confidential Information**" means all information provided by the Disclosing Party to the Receiving Party hereunder that is (i) proprietary and/or non-public information related to the business, operational, administrative or technical activities of the Disclosing Party or its affiliates, including any business plans, strategy, pricing, clients or financial information; (ii) information relating to the Disclosing Party's methods, processes, data, information technology, network designs, passwords, search terms, and sign-on codes; and/or (iii) any other information that is designated as confidential by the Disclosing Party. Notwithstanding anything to the contrary contained herein, Confidential Information does not include information that is or was, at the time of the disclosure: (i) generally known or available to the public; (ii) already in Receiving Party's possession prior to the date of receipt from Disclosing Party; or (iv) independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information, provided that in each case such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, breach of this EULA, or breach of any legal, ethical or fiduciary obligation owed to the Disclosing Party. At all times, the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care; (ii) not use the Disclosing Party's Confidential Information other than as permitted under this EULA; and (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (apart from its attorneys, accountants, contractors or consultants ("**Representatives**"), who are directed to hold the Confidential Information in the strictest confidence and are bound by applicable contractual or fiduciary obligations of confidentiality at least substantially as stringent as the provisions contained herein).
- b. **Required Disclosures.** Notwithstanding anything to the contrary contained herein but subject to clause 6, in the event that Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, Receiving Party shall, if permitted under applicable laws, provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other

remedy, Receiving Party is nonetheless legally compelled to disclose Confidential Information, Receiving Party may, without liability hereunder, disclose that portion of the Confidential Information which is legally required to be disclosed, provided that Receiving Party exercises reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

- c. **Security.** Landmark will implement and maintain reasonable administrative, technical, and physical safeguards designed to (i) maintain the security and confidentiality of Confidential Information; (ii) protect against reasonably anticipated threats or hazards to the security or integrity of Confidential Information; and (iii) protect against unauthorized access to or use of Confidential Information. Landmark personnel will only access the Confidential Information with the consent of Licensee or to the extent reasonably required (i) to provide the Software Product and/or perform Support Services on behalf of Licensee; (ii) to investigate or correct a system error or otherwise improve the Software Product or Support Services; (iii) to respond to requests of police, law enforcement, or other governmental authorities; (iv) to comply with any applicable laws; or (v) to investigate and help prevent security threats, fraud, or other illegal, malicious, or inappropriate activity.

10. FORCE MAJEURE

- a. No failure or delay by Landmark to perform its obligations in accordance with this EULA shall give rise to any claim by the other or be deemed a breach of any obligation under the EULA if such failure or delay results directly from an event which is beyond the control of Landmark or which it would not be reasonable to expect Landmark to control, including acts of God, labour disputes or other industrial disturbances, electrical or power outages, failure of suppliers, utilities failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, or pandemics.

11. NOTICES

- a. Any notice given to a party under or in connection with this EULA shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- b. Any notice shall be deemed to have been received:
 - i. if delivered by hand, at the time the notice is left at the proper address; or
 - ii. if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second business day after posting.
- c. This clause does not apply to the service of any proceeding or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- d. A notice given under this agreement is not valid if sent by email.

12. GENERAL

- a. This EULA constitutes the entire agreement between the parties in relation to the subject matter of this EULA and no statement given orally or in writing shall be deemed incorporated unless executed in writing by a Director of Landmark and countersigned by the Licensee.

- b. Each of the clauses of this EULA is distinct and severable. If any of them shall be determined to be invalid, illegal or unenforceable, the remainder of this EULA shall continue to be enforceable.
- c. Any time or indulgence granted by Landmark or the Licensee or delay in exercising any of its rights under this EULA shall not prejudice or affect Landmark's or the Licensee's rights or operate as a waiver of them.
- d. Except as otherwise provided in this EULA, a person who is not a party to this EULA shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this EULA.
- e. Neither party shall be entitled to assign this EULA or any rights hereunder. Any assignment made in violation of this provision shall be wholly void and invalid, the assignee shall acquire no rights whatsoever, and the non-assigning party shall not recognize, nor shall it be required to recognize, the assignment.
- f. Landmark shall be entitled to sub-contract any part of its obligations without requiring consent.
- g. Please contact Landmark at the address set out in the Software Product if you have any legal issues, questions or problems with this service.
- h. The governing law of this EULA shall be that of England and Wales. In the event of a dispute arising out of or relating to this EULA, including any questions regarding its existence, validity or termination, the dispute shall be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules. The appointing authority shall be the London Court of International Arbitration and the number of arbitrators shall be one (1). The arbitrator shall have background and experience relevant to the transaction formalized in this EULA. The arbitration shall be a confidential proceeding, closed to the general public, and will take place in London, England. The language to be used in the arbitral proceedings shall be English. The decision rendered by the arbitrator will be binding upon the parties.

SCHEDULE 1 – Service Level Agreement

Security of the tool and its data.

The application is hosted using the standard service provider UKFast, who are recognised industry leaders and whose systems have been extensively penetration tested by Qualsys (reports available on request) during development.

This has been tested for all common security problems, for example SSL certification, SQL injection issues, data encryption and password protection at both the application and server layers.

We employ a ‘tower of hanoi’ backup process to ensure business continuity.

Sensible application security precautions are taken, following the OWASP guidelines wherever relevant (for example limiting API access, and ensuring that authorisation and authentication checks are made at every necessary point).

Maintenance and user support of the Portal.

Our service level commitment is: We will do our very best to keep the Platform running smoothly for as long as possible without any interruptions, and get it back up as soon as possible should something go wrong.

This means:

- We aim for at least 99.9% server uptime (monthly).
- It is rare that we require downtime for maintenance or for upgrading the system. These operations are designed to be done seamlessly and invisibly to users.
- Regular System Backups: We routinely backup user data and the system using a Tower of Hanoi system which cost-effectively archives past data. We backup user data daily to offsite storage. More details are available as part of our security implementation documentation.
- Restore: We will restore user data from backup as soon as possible after receipt of a request from a user.
- Performance: Most pages will load very quickly and page interactions will be within user expectations for web applications (e.g. large imports and large tables will naturally take some time to generate).

SCHEDULE 2- Description of Processing

Processing of Personal Data

Subject matter: personal data entered into, stored and extracted from the RiskHorizon platform by the licenced customer and their users for the purpose of generating ESG risk reports on companies

Nature: processing will include entry within to a risk report, storage and extraction as part of a PDF generated report

Duration: personal data will be stored for as long as the customer has a licence and chooses to retain that information and for up to 6 months after the customer's licence ends

Data Subjects

The Personal Data concern the following categories of Data Subjects: Data subjects may be individuals, in particular Officers, associated with the company for which the ESG risk report is run.

Purposes of the Processing

The Processing is necessary for the following purposes: to perform a risk assessment of the ESG risks for a company, personal data may be entered to support the assessment.

Categories of Personal Data

The Personal Data Processed fall within the following categories: the ESG risk report does not require any personal data to complete, however, some areas may result in personal data being entered to support the risk assessment, this will be at the discretion of the user completing the ESG risk report. As any personal data, will be contained within free text fields and is at the discretion of the licenced customer, it is not possible to fully list all categories, however, it is likely this could include name, role title and contact details for officers or other relevant individuals associated with the company being assessed.

Special categories of Personal Data and/or Article 10 GDPR Personal Data (if applicable)

The Personal Data Processed fall within the following special categories of Personal Data/Article 10 data:

the ESG risk report does not require any personal data to complete, however, some areas may result in personal data being entered to support the risk assessment, this will be at the discretion of the user completing the ESG risk report. The only area may concern criminal conviction or offence data.

Rights and obligations of the Controller

The rights and obligations of Data Controller where it is a Controller shall be as set out in this EULA and Applicable Data Protection Laws.