ISI Emerging Markets Group
CEIC · EMIS REDD

ISI SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made on 08/31/2023 between Internet Securities LLC, whose address is 12 E 49th St, 8th Fl, New York, NY 10017 ("The Provider") and São Paulo Negócios, whose address is [INSERT CLIENT ADDRESS] ("The Client"). The Provider agrees to provide an on-line computerised information retrieval and/or delivery service. The Client agrees to pay all charges arising from the use of all individual accounts ("Authorised Users") and agrees to be bound by the Terms and Conditions contained herein.

ISI ORDER FORM	
Client Information	
Client Name	São Paulo Negócios
Client Address	Rua Líbero Badaró, 293, 12º andar, cjto 12C, Centro, São Paulo, Brasil, 01009-000
E-mail Address	financeiro@spnegocios.com
Phone Number	55 11 4862-1730
Fax Number	
VAT Number	
Billing Information	
Contact Name	André Aleooti
Address	Rua Líbero Badaró, 293, 12º andar, cjto 12C, Centro, São Paulo, Brasil, 01009-000
E-mail Address	Andre.aleotti@spnegocios.com
Phone Number	55 11 4862-1730
Pricing	
Products and Services	EMIS PROFESSIONAL (BRAZIL) + CEIC DATA (BRAZIL PREMIUM)
License Type	Individual Usernames
Number of Users	5
Currency	USD
Annual Fee	$ 33.641,28
Contract Term	
Contract Term	14 months *For mere liberality, EMIS grants the subscriber 2 MONTHS courtesy considering the period from 09/01/2023 to 10/30/2023*
Service Start Date	08/31/2023
Billing Start Date	11/01/2023
Billing End Date	10/31/2024
Billing Cycle	Monthly - 12 installments of USD 2,803.44 - starting on November 1st.

This agreement has been entered into on the date shown on the first page.

Signed for and on behalf of Internet Securities LLC by:

Docusigned by:

....
6E649224A1D84AD...
(signature)

Charlie Segal
....
(print name)

Signed for and on behalf of São Paulo Negócios by:

ALOYSIO NUNES FERREIRA FILHO:0132

Assinado de forma digital por
...
:44:01

....
(signature)

Michael Sotelo Cerqueira

....
(print name)

1

ANNEXURE TO ISI ORDER FORM

Notes

ANNEXURE TO ISI ORDER FORM

<u>TERMS & CONDITIONS</u>

The following standard terms and conditions will apply to the supply of online database services by Internet Securities LLC, an entity within the ISI Emerging Market Group Limited and sold on subscription. By accessing or utilising the Product(s), the Client accepts and agrees to be bound by these terms and conditions.

1. DEFINITIONS

1) **"**Agreement" means these terms and conditions and associated ISI Order Form(s) and any annexure to such ISI Order Form(s)
2) "Authorised User(s)" means employees of Client and/or Client's Affiliates, as applicable, who are authorised by Client to use the Product for its licensed purpose. Client assumes full liability and responsibility for the acts and omissions of its Authorised Users and will take all reasonable steps to ensure that no unauthorised persons shall have access to the Product.
3) "Applicable Laws" means all applicable international, national, state, federal, regional or local laws (including common law, statute law, regulations, secondary legislation, bye-laws, civil and criminal law, judgments and decisions of any court or tribunal).
4) "Client" shall have the same definition given to it in the ISI Order Form.
5) "Client Information" means any confidential or proprietary information or data provided by Client to the Provider to enable the Provider to perform its obligations under this Agreement.
6) "Confidential Information" means: (a) Provider Property; (b) Client Information; (c) the terms of this Agreement; and (d) any information that by its nature, the recipient knows or should know is confidential or proprietary, including Discloser business or technical information.
7) "Documentation" means the advice, assessments, analysis, data, documents, manuals, material, recommendations, studies and user guides (in electronic or physical written form) provided by the Provider to Client for use with a Product.
8) "Data Protection Laws" means (a) any law, statue, declaration, decree, directive, legislative enactment, order, ordinance, regulations, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including without limitation to the European Directive n° 95/46/EC and the GDPR (on and from 25 May 2018), Personal Protection Information Law 1st November 2021.
9) "Fees" means the money owed to the Provider for Subscription Products or as specified in the ISI Order Form.
10) "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation).
11) "Internal Use" means that Authorised Users may use the Subscription Product(s) only for Client's internal business purposes. Except as otherwise specified on a the ISI Order Form. Subscription Product(s) are not licensed for external use.
12) "Intellectual Property Rights" means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.
13) "ISI Order Form" means the document, in electronic or physical written form, executed by both Parties describing the Subscription Product(s) being licensed, the contract term, pricing , and any special terms or conditions contained in the ISI Order Form.

14) "PIPL" means Personal Information Protection Law on the protection of privacy and personal information of natural persons of the People's Republic of China.

15) "Provider Property" means: (a) the business process, data management and analytics technologies of the Provider, including without limitation; any algorithms, analyses, data, databases, Documentation, formats, forecasts, formulas, inventions, know-how, methodologies, platforms, processes, Software, tools, trade secrets, and Products, and (b) any and all derivative works, enhancements, or other modifications to any of those referenced in (a) above.

16) "Personal Data" has the meaning set out in Data Protection Laws.

17) "Sanctions" means any laws or regulations relating to economic or financial sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority.

18) "Subscription Product(s)" means all information, documentation, database and software provided by the Provider to the Client under this Agreement including: (a) data (b) information and services provided on a subscription or one-off basis which is accessed electronically

19) "Software" means the computer program and all updates to the computer program made available to the Client by the Provider in connection with the Subscription Product(s)

20) "Service" means the provision of Database, Software, Documentations and related services provided by the Provider to the Client pursuant to this Agreement.

21) "User Subscription" means the user subscriptions purchased by Client as indicated on the relevant ISI Order Form(s) which entitles Authorised Users to access and use the Subscription Product(s) under this Agreement.

2. FEES, PAYMENT

2.1 The subscription fee to the Service shall be indicated in the ISI Order Form. The Provider will invoice the Client for the Fee Yearly in advance. The Provider reserves the right to increase the existing subscription price as part of this Agreement, provided the agreed upon service level and access remain the same, no more than once per year by a minimum of 5% per year. Any changes to service and access will be subject to pricing changes in accordance with the change in access or service being delivered.

2.2 The Provider will invoice the Client for all Fees due under any ISI Order Form and the Client will pay such invoice within thirty (30) days from receipt. The Client will pay the Provider in the currency specified in the ISI Order For. Fees for Subscription Product(s) are non-refundable. A late payment charge of 1% per month of the subscription fee can be imposed on the Client.

2.3 The subscription fee shall be paid free and clear of and without any deduction or withholding of any nature (such as sales, excise, ad value added, privilege, government charges or taxes, however designated) now or hereafter imposed by any national or local government or taxing authority. In the event of the Client being required by law to make any such deduction or withholding, then the subscription fee payable shall be so grossed up so that after such deduction or withholding the amount paid shall not be less than the subscription fee provided for under this Agreement.

2.4 Should the Client be acquired or merge with another company during the subscription period, this Agreement shall provide access to the database only for the original entity with which the Agreement has been signed. Any new user requests from the newly merged/acquired company will not form part of this Agreement and will be subject to an additional cost depending on user requirements.

3. INTELLECTUAL PROPERTY

    3.1 The Provider and/or its third-party providers owns all the Provider Property, and Client owns all Client Information. The Provider may use any suggestions/feedback from Client without any limitation and obligation to Client so long as such suggestions/feedback do not include Client Information.

    3.2 Neither Party will remove any copyright, trademark, or other proprietary notices of the other Party or any third party on any materials received from the other Party and each Party will reproduce all such notices on all copies of such materials.

    3.3 Client acknowledges and recognises that the Database and Software were compiled, prepared and arranged by the Provider and/or its third-party suppliers through the application of methods, formats, processes and procedures developed by, and constitute valuable intellectual property and trade secrets of the Provider and/or its third-party suppliers.

    3.4 Client agrees to take commercially reasonable actions on a day to day basis to assist the Provider in the protection of the Provider and the Providers' third-party providers' intellectual property.

    3.5 Including any web tools, search engines, and/or Software provided by the Provider for use by Client for accessing Subscription Product(s) which Client agrees to use only for purpose of accessing the Product(s). Subject to the restrictions as set forth herein, the Provider reserves the right to replace or modify, temporarily or permanently the Subscription Product(s) (or any part thereof) without prior notice to Client.

4. LICENSE AND USE LIMITATION

    4.1 The Provider hereby grants to the Client, and the Client hereby accepts a non-exclusive and non-transferable limited license to access and use the Service within its own organisation for so long as this Agreement is in effect, subject to the terms and conditions set forth herein. The Client is prohibited from using the limited license for any purpose outside its own organisation.

    4.2 The Client hereby accepts that the use of the Provider's Database information shall be for the Client's internal purpose only . The Client may download or make reasonable number of copies of information only to the extent reasonable expected from the Database for customization, manipulation and publications (on a no-fee basis). Information downloaded or copied from the Database shall include all legends, copyright and other proprietary notices that appear on the original. The downloaded or copied information shall be for internal use within the Client's organisation and, with respect to limited portions of the information, for research, analysis, publication and presentation purposes. The Client shall not (i) other than as expressed above, otherwise access, use, reference, incorporate or integrate any of the Subscription Product(s) in any internal system or any product or service; (ii) create any derivative works or analytics based on any of the Services; or (iii) modify, manipulate, disassemble, decompile or reverse engineer any of the Services (iv) license, lease, distribute, duplicate, disclose, rent, transfer, externally publish, permanently retain any of the Services or allow any third party access to the Database and/or Software.

    4.3 The Client is prohibited from sharing account login details with unauthorised users. The login details issued by the Provider to the Client are strictly for individual use only and not to be shared. Authorised Users are prohibited from sharing the login details within the organisation.

    4.4 The Client shall appropriately reference all publications containing the Provider Database information to *[Source: -primary source name - provided by EMIS/CEIC]* and any other applicable sources.

5. WARRANTIES AND DISCLAIMERS

5.1 The Provider warrants to the Client that:

5.1.1 It has and will have all rights and permissions necessary to provide the Service to the Client and that the Client's use of the Service will not infringe or violate any patent, license or other property or proprietary right of any third party.

5.1.2 The information contained in the Database is obtained from sources considered to be reliable and the Provider will use its best endeavours to correct significant errors in the Database. No employee, agent or purported agent of the Provider is authorised to make any warranty, representation or guarantee to the contrary of the foregoing, and any such purported warranty, representation or guarantee shall not be relied upon as having been given by the Provider.

5.1.3 The Provider and its third party suppliers of Data of Software do not warrant:

(a) The completeness or accuracy of any information in the Database;

(b) That Client's use of the Database will be uninterrupted or error-free; and

(c) That the results from the Database will be delivered in a timely manner to the satisfaction of the Client.

5.2 Disclaimer

THE PROVIDER AND ITS THIRD-PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CLIENT ASSUMES ALL RISK IN USING THE SUBSCRIPTION PRODUCT(S).

6. CONFIDENTIAL INFORMATION

6.1 Where either Party ("Discloser") provides the other ("Recipient") with Confidential Information, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorised and/or provided in the Agreement without the prior written consent of the other. Confidential Information shall not include information: (a) which is or becomes public knowledge other than by a breach of this Section 6.1 (b) that is required to be disclosed by any applicable law or by any recognised stock exchange, (c) that is obtained from a third party without restriction and without breach of an obligation under the Agreement and (d) information which can be shown to have been independently developed by the Parties by means other than through its access to the Confidential Information. Upon any expiration or termination of this Agreement or ISI Order Form, the Recipient will promptly return to Discloser or destroy all Discloser Confidential Information that it has in its possession or control related to the Agreement or ISI Order Form as applicable.

6.2 Both Parties agree to keep the terms of this Agreement and any information relating to the business of the other Party obtained under or in connection with this Agreement strictly confidential and shall not make any public statement regarding such terms except with the prior written consent of the other Party.

7. INDEMNIFICATION

7.1 Mutual Indemnification. Each Party will indemnify, defend, and hold the other Party harmless from any claim, demands, liabilities, suits, or expenses of any kind for personal injury or damage to tangible property to the extent arising from its negligence or wilful misconduct on either Party's premises.

7.2 Indemnification Procedure. The indemnification obligations of each Party under this Section 7, are contingent upon the indemnified Party providing to the indemnifying Party: (a) prompt written notice of the alleged claim; (b) sole control of the defence or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the indemnifying Party's expense. If the indemnified Party chooses to be represented by counsel, it will be at the indemnified Party's sole cost and expense.

8. LIMITATION OF LIABILITY

8.1 NEITHER THE PROVIDER, ITS THIRD PARTY PROVIDERS, NOR THE CLIENT WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY, INCLUDING BUT NOT LIMITED TO: (a) ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, SAVINGS, OR BUSINESS; (b) LOSS OF DATA OR INFORMATION; (c) LOSS OF GOOD WILL, REPUTATION, OR SIMILAR LOSSES; OR (d) BUSINESS INTERRUPTIONS ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY USE OF OR INABILITY TO USE PRODUCTS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

8.2 Except for the mutual indemnification obligations under Section 7.1 the maximum liability of the Provider and its third party providers to the Client for claim for damages under this Agreement will not exceed the subscription Fees paid by Client in the prior 12 months.

8.3 The limitations of liability in this Section 8 will not apply to the liability of a Party for: (a) damages related to death or personal injury arising out of the gross negligence or wilful misconduct of the Party; (b) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the Party; (c) to claims or loss(es) based upon breaches by the Party of its license/authorised use or the other Party's intellectual property right.

9. TERM AND TERMINATION

9.1 The term of this Agreement with respect to the supply of each applicable Subscription Product(s) will be set forth in the applicable ISI Order Form .

9.2 The Agreement shall automatically renew for an additional period of time equal to that stated in the ISI Order Form unless cancellation notification is received by the Provider in writing from the Client at least 90 days prior to the end of the current term.

9.3 Both Parties acknowledge that the content coverage of the Provider is subject to material changes which may occur from time to time. The Provider hereby reserves the right to make such future updates to its Database and Software when required to enhance user experience.

9.4 Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party for material breach of any terms of this Agreement, unless the other party remedies or corrects the breach within such notice period.

9.5 Either party may terminate this Agreement upon thirty (30) days prior written notice if any proceedings in winding up, receivership, or insolvency shall be commenced by or against the other party or its property or assets, or a trustee, receiver, or liquidator shall be appointed for the other party or a substantial part of its assets, or if the other party shall become insolvent, or shall cease paying its obligations as they mature or makes any assignment for the benefit of its creditors

9.6 All information provided under this Agreement shall remain to be solely and exclusively owned by the Provider and no ownership of the Provider Property nor Subscription Product(s) provided under this Agreement shall be conferred to Client under this Agreement. Any termination does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for unaffected Products. Upon the termination of this Agreement, or any

ISI Order Form; all Fees and expenses owed by Client through the date of termination automatically and immediately become due and payable.

9.7 Unless otherwise provided in the Agreement, Client may not permanently retain the Subscription Product(s), including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Client represents and warrants that upon any expiration or termination of this Agreement or a ISI Order Form, as applicable, Client immediately will: (a) discontinue all use of Subscription Product(s) associated with any expired or terminated ISI Order Forms; (b) destroy any items relating to the Subscription Product(s) (including but not limited to data, Software, and Documentation) and purge any Subscription Product(s) data from all electronic media.

10. ANTI-BRIBERY AND ANTI- CORRUPTION

Both Parties agree and confirm that it shall not, and shall procure that its associates and persons who perform services for or on its behalf shall not, offer, give or agree to give, or request, accept or agree to accept from any person, whether for itself or on behalf of another, any gifts, payment, consideration or benefit of any kind which constitutes an illegal or corrupt practice under the laws of any relevant jurisdiction. Failure to comply with all applicable laws will be deemed as a material breach of the Agreement.

11. MODERN SLAVERY

The Client shall at all times comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including the Modern Slavery Act 2015 and shall;

(a) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

(b) include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause;

(c) notify Provider as soon as it become aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

12. SANCTIONS

The Provider has implemented, maintains and enforces adequate policies, procedures, systems and controls designed to ensure compliance with applicable Sanctions Regulations. The Provider reserves the right to immediately suspend this Agreement if the:

(a) Client becomes designated an Asset Freeze Target (ASF), Specially Designated National (SDN) (or is majority owned or controlled by an ASF or SDN) or from a Restricted Territory;

(b) Client becomes impacted by bans on dealing with certain governments or government owned entities.

13. PERSONAL DATA/ DATA PROTECTION

The Provider agrees that to the extent that it receives, or otherwise has access to, the Personal Data of the Client, it shall: use, store and otherwise process the Personal Data only to the extent necessary to carry out its obligations under and in accordance with this Agreement and keep the

Personal Data confidential and not disclose it to any third parties unless the Client gives written consent.

14. MISCELLANEOUS

14.1   Entire Agreement and Construction

These terms and conditions together with the applicable ISI Order Form(s) together with any annexure(s) to such Order Form(s) set forth the entire agreement between the Parties and supersedes any and all prior proposals, agreements or communications, written or verbal, of the Parties with respect to the subject matter of the Agreement. In the event of a conflict between any parts of this Agreement the order of priority for construction purposes shall be (i) the ISI Order Form(s) (ii) annexure(s) to such ISI Order Form(s) (iii) these terms and conditions in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict

14.2   Compliance

If Client executes the applicable Order Form on behalf of itself and its Affiliate(s), then Client shall be responsible for ensuring compliance with this Agreement by itself, Client's Affiliate(s), its Authorised Users, and the Authorised Users of Client's Affiliates.

14.3   Force Majeure

The Provider shall have no liability to the Client under this Agreement if the Provider is prevented from or delayed in performing its obligations under this Agreement, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes involving the workforce of the Provider failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

14.4   Assignment and Delegation

Client may not assign the rights and obligations under the Agreement (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of the Provider, which consent will not be unreasonably conditioned, withheld, or delayed. This Agreement is binding on the Parties, their successors, and assignees.

14.5   Governing Law

This Agreement shall be governed by, and shall be construed in accordance with, the laws of the United States of America. The courts of the United States of America have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement, and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of the United States of America.

14.6   Notices

All notices required under this Agreement must be in writing and delivered by commercially established courier service, facsimile with written confirmation of delivery; email with written confirmation of delivery, or via certified mail, return receipt requested, to the addresses specified in the ISI Order Form. Any legal notices must also be copied to "Attention: ISI Legal Department, Head of Legal & Compliance."

14.7   Limitation Period

Any cause of action arising under this Agreement shall be asserted within two (2) years of the date upon which such cause of action accrued, or the date upon which the complaining party should have reasonably discovered the existence of such cause of action, whichever is later.

No failure or delay by either Party to exercise any right they may operate as a waiver of their rights at any future time.

14.8   Survival

The terms and conditions of the Agreement will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realisation of the benefit thereof by the Party in whose favour they operate.

14.9   Third Party Rights

No term of the Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to the Agreement.

14.10   Publicity

The Provider may use Client's name and logo in compiling a list of the Providers Clients. Any additional publicity concerning Client will require Client's prior consent.

14.11   Execution

Each person executing this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorised and has full authority to execute and deliver this Agreement. Each Party consents to the other Party's use of electronic signatures on this Agreement. Neither Party may object to the legal effect or enforceability, as a result of such electronic signature, which will be considered to be an original binding signature.

15. LICENSE GRANT BY THE PROVIDER

15.1   The Provider hereby grants to Client, and the Client hereby accepts a non-exclusive and non-transferable limited license (solely to the extent provided in Section 4 of this Agreement)

15.2   The ISI Order Form will specify information relevant to the license grant, including: (a) the license term (b) the number of Authorised Users, and (d) the Subscription Product(s) being licensed.

15.3   Subscription Products are licensed on a per Authorised User, per Client, and (if applicable) per System basis, as further specified in the ISI Order Form. Any access of any information or any other Subscription Product(s), may only be directly by an Authorised User, or via an authorised System by an Authorised User.

15.4   Client undertakes that: (a) the maximum number of Authorised Users that it authorises to access and use the Subscription Product(s) shall not exceed the number of User Subscriptions the Client has purchased from time to time and as indicated on the applicable ISI Order Form(s); (b) Client shall not allow any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Product; and (c) Client assumes full liability and responsibility for the acts and omissions of its Authorised Users and will take all reasonable steps to ensure that no unauthorised persons shall have access to the Subscription Product.

15.5   Where applicable, the Provider will issue to Client Access Credentials to access the Subscription Products, which Client acknowledges is only for Client's and its Authorised Users' use and may not be shared with anyone else. Client is solely responsible for all use, authorised or unauthorised, of Subscription Products (including use by Authorised Users). Client must notify the Provider immediately of any unauthorised use of Subscription Products and/or Access Credentials.

16. EFFECT ON ASSIGNMENT OR CHANGE OF CONTROL.

    16.1   Client acknowledges that additional Fees may be payable for license(s) granted under this Agreement upon: (a) an assignment of this Agreement and/or such license(s); or (b) a change of control, proposed merger, consolidation, combination, or reorganisation involving Client or Client's Affiliates, as applicable.

17. ENABLING SOFTWARE.

    17.1   If the Subscription Product(s) licensed under this Agreement are provided along with any web tool, search engine or Software in order to access the Subscription Products ("Enabling Software"), the Client agrees to use the Enabling Software only for purpose of accessing the Subscription Products and subject to the restrictions as set forth herein.

    17.2   The Client shall not use any linking, deep-linking, framing or page-scraping technology, robots, spiders or other automatic devices, programs, algorithms or methodologies, or any similar or equivalent manual processes, to access, acquire, copy, distribute, display or monitor any portion of the Subscription Product(s) or any content or information provided by the Provider to the Client under this Agreement. The Client shall not in any way reproduce or circumvent the navigational structure or presentation of the Subscription Product(s) or any content, to obtain or attempt to obtain any data, materials, documents or information through any means not purposely made available through the Subscription Product(s).

    17.3   The Client shall not use the Subscription Product(s) or any content or information provided by the Provider to Client under this Agreement to develop, support, create or provide pricing for any database or product that competes directly with the content or any other product or service offered by the Provider (including Subscription Products) or would create a functional substitute for any such product or service offered by the Provider (including Subscription Products).

    17.4   The Client shall not attempt to and shall not decompile or disassemble, reverse engineer any data collection, sourcing, management, analytics, categorisation, or commercialisation or product development methodology and/or technologies: (a) accessible through the Subscription Product(s); or (b) owned by the Provider. Sections 17.3 to 17.4 (inclusive) shall apply to Consultancy Products only.

18. APPLICATION PROGRAMMING INTERFACE (API) OR DATA FEED

    18.1   The Data that shall be made available to the Client via the Named User(s) is as follows: The coverage shall be the [INSERT DATABASE], including all companies within all countries that the Provider makes available. The Data Items agreed to include where available Revenue, Tax ID, SIC Code, Operational Status, and Address.

    18.2   The availability of the Data and the Client's use of the Service shall be subject to its compliance with the terms of this Agreement and its fair access and use of the Service. If the Provider believes in good faith and can produce reasonable evidence to the effect that the Client is permitting unauthorised access to the Service, this will constitute a Material Breach of the Agreement, and as such the Provider reserves the right to place restrictions on the Client's use of the Service and/or access to the Data, including immediate termination of this Agreement.

    18.3   The Client shall have no ownership rights over the data, they are only entitled to use the data internally, as part of an intranet solution.

    18.4   The Client shall not resell or redistribute the content/data outside their entity, neither as a whole nor as split parts.

18.5   The Client will permit the Provider to periodically inspect, at Client's location and during reasonable hours, the computer system on which the Data is stored and processed for purposes of establishing compliance with the terms of this Agreement. The Provider and The Client will work on mutually convenient times and reasonable notice if a site visit is necessary.

18.6   The Client shall provide usage statistics at the end of each month to the Provider in the evaluation stage. This Data will be provided via File Transfer Protocol (FTP). If and when The Client moves to an API solution the Provider will capture all usage statistics.