

# MASTER SERVICES AGREEMENT



## FRONT SHEET

The additional terms set out in this Front Sheet shall apply in the event that the Customer entity is registered and/or incorporated in any country which is not part of the United Kingdom. The parties agree that in the event of any inconsistency of terms between the Front Sheet, the Order Form and the Master Services Agreement Terms and Conditions, the order of precedence shall be as follows (i) this Front Sheet, (ii) the Order Form, (iii) Master Services Agreement Terms and Conditions.

The parties agree that the wording in the "Deleted Wording" column below shall be deleted in its entirety from the MSA Terms and Conditions and replaced with wording included in the "Replacement Wording" column below with effect from the effective date (more fully described in clause 2.1 of the MSA Terms and Conditions).

Defined terms in this Front Sheet shall have the definition ascribed to them in the MSA Terms and Conditions or the Order Form.

Master Services Agreement Clause	Wording to be deleted in its entirety	Replacement wording												
<p>Clause 10 Data Protection</p>	<p>10.1 For the purposes of this clause, the terms <b>controller, processor, data subject, personal data, personal data breach and processing</b> shall have the meaning given to them in the UK GDPR. In the event that Mintec Processes Customer Personal Data, the parties agree that Mintec is the Processor and the Customer is the Controller. Annex 1 to the Master Services Agreement sets out the subject-matter and duration of the Processing of Customer Personal Data, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects.</p> <p>10.2 Each party shall comply with its obligations under applicable Data Protection Law. Mintec shall Process Customer Personal Data only in accordance with the Customer's written instructions (which must comply with Data Protection Laws) and shall not transfer Customer Personal Data outside of the European Economic Area without the Customer's consent. Any configuration of the Services by the Customer shall constitute 'written instructions'. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to Mintec for the duration and purposes of this Agreement.</p> <p>10.3 Mintec shall ensure that individuals engaged in the Processing of Customer Personal Data under the Agreement are subject to obligations of confidentiality. Mintec shall implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.</p> <p>10.4 Mintec may engage such other processors ("Sub Processors") as Mintec consider reasonably appropriate for the Processing of Customer Personal Data in accordance with the terms of an Agreement (including in connection with support, maintenance and development and the use of third party data centres) provided that Mintec shall notify Customer of the addition or replacement of such Sub Processors and the Customer may, on reasonable grounds, object to a Sub Processor by notifying Mintec in writing within 5 days of receipt of notification, giving reasons for the Customer's objection. If the Customer objects to the changes and cannot demonstrate, to the Mintec's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify Mintec for any losses, damages, costs (including legal fees) and expenses suffered by Mintec in accommodating the objection. Mintec shall require all Sub Processors to enter into an agreement compatible with this clause 10 and Mintec shall remain responsible and liable for Sub Processors' acts and omissions. The current list of Sub Processors is set out in Annex 1.</p>	<p>10.1 The parties acknowledge that the Services, Content and Documentation may be used to process Personal Data regulated by the Data Privacy Laws and the Parties shall comply with the data processing requirements as set out in this clause 10.</p> <p>10.2 The terms defined in this clause 10 shall have the meanings as set forth in the MSA Terms and Conditions.</p> <p>The terms <b>data controller, data processor, data subject, personal data, personal data breach and processing</b> shall have the meanings attributed to them in the UK GDPR.</p> <p><b>Customer Personal Data</b> means, generally, information relating to an identified or identifiable natural person, or other regulated data types as defined by applicable Data Privacy Laws.</p> <p><b>Data Privacy Laws</b> means Data Protection Law, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the California Consumer Privacy Act 2018 ("<b>CCPA</b>"), and laws of similar purpose or effect in any relevant jurisdiction, in each case as amended, updated, re-enacted or replaced from time to time.</p> <p><b>EU Model Clauses</b> means the standard contractual clauses for the transfer of personal data from an EU processor to a controller established in a third country which does not ensure an adequate level of data protection as set out in the Annex to Commission Implementing Decision (EU) 2021/914 on Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (SCCs).</p> <p>Any terms not specifically defined by this clause 10 or the Agreement shall have the meaning given by the EU GDPR.</p> <p>10.3 This clause 10 applies to the processing of Customer Personal Data under this Agreement. Customer will be the Data Controller and Mintec will be the Data Processor. Each party agrees that it shall comply with its obligations as a Data Controller and a Data Processor, respectively under the Data Privacy Laws in exercising its rights and performing its obligations under this Agreement.</p> <p>10.3 Nature and Processing of Data</p> <table border="1" data-bbox="778 1458 1315 2024"> <thead> <tr> <th data-bbox="783 1458 979 1525">Nature of Processing</th> <th data-bbox="984 1458 1098 1525">Purpose of Processing</th> <th data-bbox="1102 1458 1203 1525">Type of Personal Data</th> <th data-bbox="1208 1458 1310 1525">Categories of Data Subject</th> </tr> </thead> <tbody> <tr> <td data-bbox="783 1532 979 1720">Mintec receive data provided by Customer and uploaded to the Services by Authorised Users where it is stored in a cloud environment.</td> <td data-bbox="984 1532 1098 1720">Use of Services.</td> <td data-bbox="1102 1532 1203 1720">Name, email address, telephone number, job title, IP address.</td> <td data-bbox="1208 1532 1310 1720">Authorised Users.</td> </tr> <tr> <td data-bbox="783 1727 979 2024">Mintec receive support requests by email or telephone during support hours, log the request in the ticketing system, respond to the request by email or telephone, mark the request as complete, retain the support log for the future development and support of the</td> <td data-bbox="984 1727 1098 2024">Provision of IT support.</td> <td data-bbox="1102 1727 1203 2024">Name, email address, telephone number, job title, IP address.</td> <td data-bbox="1208 1727 1310 2024">User support contacts.</td> </tr> </tbody> </table>	Nature of Processing	Purpose of Processing	Type of Personal Data	Categories of Data Subject	Mintec receive data provided by Customer and uploaded to the Services by Authorised Users where it is stored in a cloud environment.	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<p>10.5 Mintec shall use reasonable commercial efforts to assist the Customer in fulfilling the Customer's obligations as Controller following a written request from the Customer. Mintec may charge the Customer on a time and materials basis in the event that Mintec considers, in its reasonable discretion, that such assistance is onerous, complex, frequent or time consuming.</p> <p>10.6 Mintec shall notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data.</p> <p>10.7 In the event that the Customer consider that the Processing of Personal Data performed pursuant to an Agreement requires a privacy impact assessment to be undertaken, following written request from the Customer, Mintec shall use reasonable commercial endeavours to provide relevant information and assistance to the Customer to facilitate such privacy impact assessment. Mintec may charge the Customer for such assistance on a time and materials basis.</p> <p>10.8 Unless otherwise required by applicable law, following termination or expiry of an Agreement Mintec shall, at the Customer's option, delete or return all Customer Personal Data and all copies thereof to Customer.</p> <p>10.9 Upon Customer's reasonable request (and at Customer's expense), Mintec shall make available all information necessary to demonstrate its compliance with this clause 10 and shall contribute to audits conducted by the Customer or another auditor mandated by Customer.</p>	<table border="1" data-bbox="778 192 1316 327"> <tr> <td data-bbox="778 192 981 327">Services. The Personal Data is deleted from the support log following expiry/termination of an Agreement.</td> <td data-bbox="981 192 1093 327"></td> <td data-bbox="1093 192 1204 327"></td> <td data-bbox="1204 192 1316 327"></td> </tr> </table> <p>10.4. The Data Controller hereby instructs the Data Processor to take such steps in the processing of Personal Data as are reasonably necessary for the performance of the Data Processor's obligations under this Agreement, and agrees that such instructions, comprising the terms of this Agreement, constitute its full and complete instructions as to the means by which Personal Data shall be processed by the Data Processor.</p> <p>10.5. The Data Processor shall only process Personal Data in accordance with the Data Controller's written instructions as specified herein and shall not use Personal Data except to deliver the Services and Content as set out in this Agreement, unless such processing is required by law to which the Data Processor is subject, in which case the Data Processor shall, to the extent permitted by law, inform the Data Controller of that legal requirement prior to carrying out the applicable processing. The Data Processor shall immediately inform the Data Controller if, in the Data Processor's reasonable opinion, an instruction from the Data Controller infringes the Data Privacy Laws. The Data Processor shall not transfer Personal Data outside the European Economic Area ("EEA") without the prior written consent of the Data Controller and not without procuring provision of adequate safeguards (as defined by the European Commission from time to time).</p> <p>10.6. In the event that the UK ceases to be a member of the European Union or ceases to be considered by the European Commission to be an adequate country pursuant to Article 45 of GDPR, then the parties agree that Mintec shall apply the EU Model Clauses to any relevant transfer of data and such EU Model Clauses shall be deemed incorporated from the date of first transfer.</p> <p>10.7 The Data Processor shall take reasonable steps to ensure the reliability of its agents and employees who have access to any Personal Data.</p> <p>10.8. Taking into account the nature, scope, context and purposes of processing, the Data Processor has implemented and will maintain the administrative, physical, technical and organisational measures as described in the Mintec Information Security Policy to protect any Personal Data accessed or processed by it against unauthorised or unlawful processing or accidental loss, destruction, damage or disclosure. The parties agree that for the purposes of the processing hereunder, the measures contained within the Mintec Information Security Policy are appropriate, given the nature of the data to be processed and the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, disclosure, access or damage.</p> <p>10.9. In the event that the Data Processor suffers a Personal Data Breach, the Data Processor shall inform the Data Controller within twenty-four (24) hours upon learning of the same and reasonably cooperate with the Data Controller to mitigate the effects and to minimise any damage resulting therefrom. To the extent reasonably possible, the notification to the Data Controller shall include: (i) a description of the nature of the incident, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the name and contact details of the Data Processor's data protection officer or another contact point where more information can be obtained; (iii) a description of the likely consequences of the incident; and (iv) a description of the measures taken or proposed to be taken by the Data Processor to address the incident.</p> <p>10.10.1 Save as expressly provided herein, the Data Processor will not use subprocessors for the processing of Personal Data. For the purposes of providing Services and Support alone: (i) The Data Controller hereby authorises the Data Processor to use Microsoft Azure ("<b>Affiliate Subprocessor</b>"); (ii) The Data Processor shall have in place with the Affiliate Subprocessor a written agreement equivalent to the terms contained herein to protect Personal Data; and (iii) the EU Model Clauses shall apply to the extent the processing of Personal Data by the Affiliate Subprocessor involves a transfer of Personal Data which originates in the EEA to a third country outside of the EEA. For such purposes, the Data Controller hereby authorises the Data Processor to enter into the EU Model Clauses with the Affiliate Subprocessor on the Data Controller's behalf.</p> <p>10.10.2 Save for the foregoing, the Data Processor shall not engage any subprocessors without the prior written authorisation of the Data Controller. In the event that the Data Controller authorises the use by the Data Processor of any other subprocessors, the Data Processor shall procure that such subprocessors enter into a written agreement containing provisions no less stringent than the provisions of clause 10 of this Agreement.</p> <p>10.10.3 Mintec may engage such other processors ("Sub Processors") as Mintec consider reasonably appropriate for the Processing of Customer Personal Data in accordance with the terms of an Agreement (including in connection with support, maintenance and development and the use of third party data centers) provided</p>	Services. The Personal Data is deleted from the support log following expiry/termination of an Agreement.			
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		<p>that Mintec shall notify Customer of the addition or replacement of such Sub Processors and Customer may, on reasonable grounds, object to a Sub Processor by notifying Mintec in writing within five (5) days of receipt of notification, giving reasons for Customer's objection. The parties shall cooperate to reach agreement on the engagement of Sub Processors. Mintec shall require all Sub Processors to enter into an agreement compatible with this clause 10 and Mintec shall remain responsible and liable for Sub Processors' acts and omissions. The Data Processor shall be fully liable for any breach by the subprocessors of any data protection obligations set out in this Clause.</p> <p>10.11. Taking into account the nature of processing and the information available to the Data Processor, the Data Processor will provide reasonable support to the Data Controller: (i) in complying with any legally mandated request for access to or correction of any Personal Data by a data subject under Chapter III GDPR (and where such request is submitted to the Data Processor, the Data Processor will promptly notify the Data Controller of it); (ii) in responding to requests or demands made to the Data Controller by any court or governmental authority responsible for enforcing privacy or data protection laws; or (iii) in its preparation of a Data Protection Impact Assessment.</p> <p>10.12. The Data Processor agrees to maintain ISO 27001 certification for the duration of the Services Term. The Data Processor will use an external auditor to verify that its security measures meet ISO 27001 standards in accordance with the ISO certification process. On the Data Controller's written request, and subject to appropriate confidentiality obligations, the Data Processor will make available to the Data Controller: (i) a copy of the current certificate in relation to the ISO 27001 certification; and (ii) Information reasonably requested by the Data Controller in writing with regards to the Data Processor's processing of Personal Data under this DPA. The Data Controller agrees to exercise any right it may have to conduct an audit or inspection under GDPR (or the EU Model Clauses if they apply) by requesting the foregoing information.</p> <p>10.13. Upon termination of this Agreement, the Data Processor shall delete or return all Personal Data in accordance with the Data Controller's written instructions.</p>									
<p>Clause 14.2 Notices, Disputes, Governing Law and Jurisdiction</p>	<p>14.2 This Agreement and any disputes arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The parties expressly reject any application to an Agreement of (a) the United Nations Convention on Contracts for the International Sale of Goods, and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980.</p>	<p>14.2 Any dispute or claim relating in any way to this Agreement will be governed by the Governing Law, and adjudicated in the Governing Courts, as set out in the table below, and each party consents to the exclusive jurisdiction and venue thereof; save that (i) each party may enforce its or its Affiliates' intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief and (ii) Customer or its Affiliate may, bring suit for payment in the country where the Customer or Affiliate that entered into the Order Form is located. Where arbitration applies it shall be conducted in English, under the Rules of Arbitration of the International Chamber of Commerce (the "ICC") by three arbitrators in accordance with Art 12 of said Rules. The award shall be final and binding on the Parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence. Customer and Mintec agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.</p> <table border="1" data-bbox="778 1279 1388 1568"> <thead> <tr> <th data-bbox="778 1279 933 1391">Customer location (as stated in the Product Order Form)</th> <th data-bbox="933 1279 1141 1391">Governing Law</th> <th data-bbox="1141 1279 1388 1391">Governing Courts</th> </tr> </thead> <tbody> <tr> <td data-bbox="778 1391 933 1435">United States of America</td> <td data-bbox="933 1391 1141 1435">The laws of the state of Delaware</td> <td data-bbox="1141 1391 1388 1435">The state or Federal courts in New York County, New York</td> </tr> <tr> <td data-bbox="778 1435 933 1568">Rest of World (any country excluding United Kingdom and United States of America)</td> <td data-bbox="933 1435 1141 1568">The laws of England &amp; Wales</td> <td data-bbox="1141 1435 1388 1568">Arbitration at the ICC in London</td> </tr> </tbody> </table>	Customer location (as stated in the Product Order Form)	Governing Law	Governing Courts	United States of America	The laws of the state of Delaware	The state or Federal courts in New York County, New York	Rest of World (any country excluding United Kingdom and United States of America)	The laws of England & Wales	Arbitration at the ICC in London
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## MASTER SERVICES AGREEMENT TERMS AND CONDITIONS ("MSA")

**Mintec** (as defined below) is a provider of certain data and associated services. The Customer (as defined below) agrees to subscribe to the Services (defined below) on the terms and conditions set out herein.

### INTERPRETATION

**1.1 The following expressions shall have the following meanings in an Agreement:**

**Affiliate** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party; and **Control** means for these purposes control of greater than fifty percent of the voting rights or equity interests of a party.

**Authorised Affiliate** means an Affiliate of the Customer identified and listed as an Authorised Affiliate on the Order Form.

**Agreement** means this Master Services Agreement as incorporated into an Order Form.

**Authentication Credentials** means account usernames and passwords and other means of identification provided by Mintec to the Customer to be used to identify Authorised Users.

**Authorised User** means a named user identified and listed on the Authorised User Schedule in the Order Form or as agreed by Mintec in accordance with clause 5.6, being an individual employee or officer of the Customer or an Authorised Affiliate.

**Content** means any and all data, information and content made available by Mintec through the Services, including content owned by a third party made available by Mintec through the Services.

**Customer** means the Customer purchasing Services from Mintec as specified on an Order Form.

**Customer Content** means commodity pricing and market intelligence data created, obtained or procured by the Customer and imported to the Services.

**Customer Data** means any and all data, information and content uploaded, inputted or installed by the Customer, Authorised Users, or Mintec on the Customer's behalf for the purpose of using or facilitating use of the Services, including Customer Content.

**Data Protection Law** means:

- (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;
- (b) to the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

**Documentation** means the specification and technical and user documentation for the Services made available to the Customer by Mintec, as updated from time to time, accessible via logging into mintecglobal.com or through the applicable Service.

**EU GDPR** means: the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

**Fees** means the charges payable for the Services as set out in an Order Form.

**Internal Use** means accessing the Content during the Services Term for the Customer's internal business purposes only, specifically excluding any use, distribution or communication of the Content by or to anyone other than an Authorised User.

**Mintec** means the Mintec entity identified as providing the Services as specified on an Order Form.

**Monthly Uptime** means the total time the Services are available each month, calculated by subtracting from 100% the percentage of minutes during the month when the Services are not available, except for (i) maintenance carried out during the 48 hour scheduled maintenance window occurring during the last weekend in each month and (ii) non-availability caused by matters outside Mintec's reasonable control.

**Order Form** means the ordering document or online order specifying the Services to be provided to the Customer.

**Service Credit** means the remedy specified in Annex 2 in respect of a failure by Mintec to meet an applicable Monthly Uptime target.

**Services** means the Services made available to the Customer by Mintec through mintecglobal.com or any other website or platform notified to the Customer by Mintec from time, as more particularly specified on an Order Form and the Documentation.

**Support** means remote technical support and maintenance services performed by Mintec for the Customer as specified on an Order Form and in the Documentation.

**Services Term** means the period of time during which the Customer may access the Services as specified on the Order Form and an Agreement.

**UK GDPR** has the meaning given to it in the Data Protection Act 2018.

**User Subscriptions** means the user subscriptions purchased by the Customer which entitle Authorised Users to access and use the Services and the Documentation in accordance with an Agreement.

1.2 Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted, provided that in the case of modifications or re-enactments made after the date of an Agreement the same shall not have effected a substantive change to that provision.

1.3 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

### SCOPE

2.1 During the Services Term, Mintec shall supply to the Customer, and the Customer shall enter into Order Form(s) and pay the fees for User Subscriptions in accordance with this MSA. An Order Form will become effective on the sooner of (i) the date on which both parties execute it, or (ii) the date on which Mintec provides Authentication Credentials.

### FREE TRIAL

3.1 Mintec may, at its sole discretion, make Service(s) available to the Customer on a trial basis, free of charge, until the earlier of (i) the end of the free trial period as notified by Mintec or (ii) the Customer executing an Order Form for a paid version of the applicable Services. Mintec may notify the Customer of additional terms and conditions applicable to a free trial and the Customer accepts such terms and conditions shall be legally binding. Throughout the free trial the Customer's use and access of the Services and Customer Data shall be governed by this MSA.

3.2 The Customer agrees that all Customer Data must be deleted at the end of a free trial unless the Customer purchases a paid version of the applicable Services. When the Customer subscribes to a paid for service the Customer is solely responsible for exporting any Customer Data before the end of a free trial or such Customer Data may be permanently lost.

3.3 The Customer agrees that during a free trial any Services are provided "as-is" and without any warranty and Mintec may at its sole discretion terminate a free trial at any time.

### MINTEC'S RESPONSIBILITIES

4.1 Mintec shall make the Services available to the Customer and Authorised Affiliates on a non-exclusive, non-transferable, revocable basis during the Services Term.

4.2 Mintec shall be entitled to change the Services during the Services Term unless such changes determine a material reduction of the Services as originally provided at the effective date of the Order Form. Mintec shall be entitled at any time to change or update the Services in case of: (i) improvements or updates necessary to fix defects, bugs, malfunctioning or errors of the Services; and/or (ii) to cure security vulnerabilities; and/or (iii) the application of any new laws, regulations, acts or orders of the authorities.

4.3 Mintec accepts no responsibility for use of the Services other than in accordance with the Documentation, Mintec's prior written instructions and/or the terms of this Agreement.

4.5 The existence of an Agreement shall not prevent Mintec from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or Services which are similar to those provided under an Agreement.

### SERVICES, CONTENT AND CUSTOMER CONTENT

5.1 The Services and Content are purchased as User Subscriptions and may be used by Authorised Users to access, display, manipulate and manage Customer Content solely for its Internal Use.

5.2 The Customer's right and ability to use the Services and view and extract Content and import Customer Content will depend on the type, level and length of the subscription Service purchased by the Customer as identified on an Order Form and described in the Documentation.

5.3 In the event that the Customer purchases API access or Excel add-in as part of the Services, such access will be only provided via the server IP address(es) identified on an Order Form or the Documentation.

5.4 The Customer shall (a) comply with all applicable laws and regulations with respect to its activities under this Agreement; (b) obtain and maintain all necessary third party licences and consents in relation to the Customer network and system, its creation and use of Customer Content, Customer Data; and (c) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Mintec's data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

5.5 The Customer is not granted a licence to use the Services, Documentation or Content except to the limited extent any Services require the installation of software on the Customer's systems. The Customer must not attempt to reverse engineer, copy, compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services, Documentation or Content, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and before undertaking any such activity to obtain the information necessary to create an independent program which can be operated with the Services, Documentation or Content, the Customer shall contact Mintec to request the relevant interoperability information (which Mintec may provide subject to further conditions) and then subject to the provisions of clause 5.6 immediately below, only use such information for the purpose of achieving the desired interoperability.

5.6 The Customer agrees and undertakes that (a) it will ensure that Authorised Users only access and use the Services, Content or Documentation in accordance with the terms and conditions of the Agreement) and the Customer shall be responsible for any Authorised User's breach of the Agreement; (b) it will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, Content or Documentation and notify Mintec promptly of any unauthorised access or use; (c) the maximum number of Users that access and use the Services, Content or Documentation shall not exceed the number of User Subscriptions it has purchased from time to time (d) it will not allow or suffer any User Subscription or Authentication Credentials to be shared or used by more than one individual; (e) it shall not access the Services, Content or Documentation for the purpose of building a competitive product or service or copying its features or user interface; (f) it shall not use the Services or Content, or permit the Services or Content to be used, for purposes of product evaluation, benchmarking or other comparative analysis of the Services or Content that is to be made publicly available; (g) it shall not permit access to the Services, Content or Documentation by any entity or person that Mintec deems acting reasonably to be its competitor; (h) it shall permit Mintec to audit the Customer's use of the Services or Content using technical and other means, including but not limited to embedding technology within the Services to monitor the use of the Services, Content or Authentication Credentials. Except as expressly provided on an Order Form, the Customer must neither (i) distribute or otherwise provide access to any summaries or materials adapted or derived from

Content unless the receiving party has a right or entitlement to access or use the original Content compatible with receipt of such summaries or materials, nor (ii) enter any contractual or other arrangement relating directly or indirectly to Content unless the other party has a right or entitlement to access or use the Content compatible with such arrangement.

5.7 Mintec may make Content available through the Services. The Customer acknowledges that except as set out in an Agreement it accesses such Content solely at its own risk. Mintec makes no representation or commitment and shall have no liability or obligation in relation to the Customer's use of the Content.

5.8 Except as expressly provided in an Agreement: (a) the Customer assumes sole responsibility for results obtained from the use of the Services, Content or Documentation by the Customer, and for conclusions drawn from such use; (b) Mintec shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Mintec by the Customer in connection with the Services, or any actions taken by Mintec at the Customer's direction; and (c) the Services, Content and Documentation are provided to the Customer on an "as is" basis.

5.9 Where Mintec agrees to obtain information from a third party data or content provider on behalf of the Customer, the Customer agrees that Mintec shall be appointed as its agent to subscribe to such information on behalf of the Customer. The Customer acknowledges that Mintec may not be able to obtain such information, and that any such source of information may be withdrawn at any time.

5.10 Mintec may remove or limit access to Content which violates applicable law or third-party rights. The Customer will comply with Mintec's reasonable requests to remove such Content from the Customer's systems.

5.11 The Customer agrees and acknowledges the Content is open to interpretation and typographical error and Mintec is not responsible for the accuracy of Content.

5.12 In the event the Customer purchases a level of Service that entitles the Customer to import Customer Content to the Services, the Customer will have the right to use the functionality contained within the Services to import Customer Content to the Services, in accordance with the Documentation and any relevant Order Form. Mintec may provide the Customer with discretionary assistance to import and manipulate Customer Content and the Customer agrees such assistance is provided without additional charge and on an "as is" basis and without warranty of any kind. The Customer agrees the Services do not provide storage or back-up functionality and the Customer is responsible for maintaining sufficient copies and back-ups of all Customer Content uploaded to the Services.

5.13 The Customer shall maintain detailed, accurate and up-to-date books, records, network and server logs (collectively **Records**) in connection with its use of the Services and Content and all related activities under this Agreement during the Services Term and for a period of one (1) year thereafter. Such Records shall also include at a minimum the identities of all Authorised Users. The Customer shall permit Mintec and its third-party representatives, on reasonable notice during the Customer's normal hours of operation to gain access to, and take copies of, the Records for the purpose of auditing the Customer's compliance with its obligations under this Agreement including any restrictions on use of the Services and Content. Such audit rights shall continue for one year after termination or expiry of this Agreement. The Customer shall give all necessary assistance to the conduct of such audits during the term of this Agreement and for a period of one year after termination or expiry of this Agreement. If an audit undertaken by Mintec reveals that the Customer has underpaid any fees which should have been paid in respect of the Services, then without prejudice to Mintec's other rights or remedies, the Customer shall pay to Mintec an amount equal to such underpayment and if the underpaid fees are in excess of five percent (5%) of the fees specified on an Order Form then the Customer shall pay the reasonable costs and expenses associated with the audit.

5.14 Mintec will provide the Customer with a Service Credit in the event Mintec does not meet a Monthly Uptime target specified in Annex 2. All Service Credits will be added to the end of the current Services Term. In the event the Monthly Uptime is (a) less than 95% in three consecutive months or (b) less than 90% in any month, the Customer shall have the option to reject any applicable Service Credit and instead terminate the Agreement and receive a pro rata refund of any prepaid fees for the remainder of the current Services Term after the date of such termination. The provisions in this clause 5.14 set out the Customer's sole and exclusive right and remedy and Mintec's entire liability concerning the availability of the Services and the Monthly Uptime target.

5.15 Any failure of the Customer to comply with the obligations set forth in this clause 5 shall be a material breach of this Agreement.

## FEES AND PAYMENT

6.1. The Customer must pay all Fees in accordance with the payment terms on the Order Form and agrees that time is of the essence in relation to its payment obligations. All fees are exclusive of any applicable tax, levy, impost, duty, charge or fee, national, federal, state and local sales, use, value added, excise and other similar taxes, which, where applicable, shall be payable by the Customer at the rate and in the manner prescribed by law. The Customer shall pay to Mintec such additional amount as will ensure that Mintec receives the same total amount that it would have received if no such tax, withholding or deduction had been required.

6.2 All fees in respect of the Services are based on User Subscriptions purchased and not actual usage and payment obligations are non-cancellable and fees non-refundable except as expressly set out in an Agreement.

6.3 If Mintec has not received payment within the period specified on the Order Form, and without prejudice to any other rights and remedies: (a) Mintec may on 30 days' notice to the Customer, without liability to the Customer, disable the Customer's Authentication Credentials and access to all or part of the Services and Mintec shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

## INTELLECTUAL PROPERTY RIGHTS

7.1. The parties agree and acknowledge that all intellectual property rights belonging to a party prior to the execution of an Agreement or created by the parties regardless of the execution of an Agreement shall remain vested in that party.

7.2 The Customer acknowledges and agrees that Mintec or its licensors (i) have made and continue to make substantial investment in the obtaining, verification, selection, co-ordination, development, presentation and supply of the Documentation, Services and Content and (ii) all intellectual property rights in the Services, Documentation and Content, (iii) any goodwill generated through the Customer's use of Mintec's trade marks shall belong to Mintec. The Customer assigns to Mintec, and shall assign to it with full title guarantee, all intellectual property rights in any development, of the Services, Content and/or Documentation (including further to suggestions, enhancement requests, recommendations, or other feedback provided by the Customer or Authorised Users). The Customer shall, and shall use reasonable endeavours to procure that any necessary third party shall, at Mintec's cost, promptly execute such documents and perform such acts as are reasonably required to give full effect to this Agreement. Except as expressly stated herein, nothing in an Agreement shall operate so as to allow the Customer to transfer or assign or grant any other rights or licences to any intellectual property rights in the Services, Documentation and / or Content.

7.3 The Customer shall credit, wherever technically and commercially feasible, Mintec as the source of the Documentation, Content and/or Services.

## CONFIDENTIALITY

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

8.2. Each party undertakes that it will not at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law, or any legal or regulatory authority, any Confidential Information concerning the other party (or of any member of the group of companies to which the other party belongs) and each of the parties shall use all reasonable endeavours to prevent the publication or disclosure of any Confidential Information.

8.3 Unless otherwise specified on an Order Form the Customer permits its name to be added to Mintec's customer list, and for Mintec to refer to the Customer as a Customer and user of Mintec's services in its marketing and public relations materials, including, the use of the Customer's logo (whether or not a registered trade mark) and name.

## INDEMNITIES

9.1 The Customer shall defend, indemnify and hold harmless Mintec against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:

- (i) any claim by a third party Content provider that the Customer's use of third party Content has breached (as) applicable law; (b) any terms and conditions of which Mintec makes the Customer aware and (c) an Agreement;
- (ii) the Customer Data,
- (iii) a breach of clause 5.6 of this Agreement;

provided that: (a) the Customer is given prompt notice of any such claim; (b) Mintec provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (c) the Customer is given sole authority to defend or settle the claim.

9.2 Mintec shall defend the Customer against any claim that the Services or Documentation infringes any United Kingdom patent, or worldwide copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that: (a) Mintec is given prompt notice of any such claim; (b) the Customer provides reasonable co-operation to Mintec in the defence and settlement of such claim, at Mintec's expense; and (c) Mintec is given sole authority to defend or settle the claim.

9.3 In the defence or settlement of any claim under clause 9.2, Mintec may procure the right for the Customer to continue using the Services or Documentation, replace or modify the Services or Documentation so that they become non-infringing or, if such remedies are not reasonably available, terminate an Agreement and provide the Customer with a pro rata refund of any prepaid fees for the remainder of the current Services Term after the date of such termination, but without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

9.4 In no event shall Mintec be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Services or Documentation by anyone other than Mintec; or (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Mintec; or (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Mintec or any appropriate authority.

9.5 The foregoing clauses 9.2 to 9.4 states the Customer's sole and exclusive rights and remedies, and Mintec's (including Mintec's employees', agents' and sub-

contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

#### DATA PROTECTION

10.1 For the purposes of this clause, the terms **controller, processor, data subject, personal data, personal data breach and processing** shall have the meaning given to them in the UK GDPR. In the event that Mintec Processes Customer Personal Data, the parties agree that Mintec is the Processor and the Customer is the Controller. Annex 1 to the Master Services Agreement sets out the subject-matter and duration of the Processing of Customer Personal Data, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects.

10.2 Each party shall comply with its obligations under applicable Data Protection Law. Mintec shall Process Customer Personal Data only in accordance with the Customer's written instructions (which must comply with Data Protection Laws) and shall not transfer Customer Personal Data outside of the European Economic Area without the Customer's consent. Any configuration of the Services by the Customer shall constitute 'written instructions'. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to Mintec for the duration and purposes of this Agreement.

10.3 Mintec shall ensure that individuals engaged in the Processing of Customer Personal Data under the Agreement are subject to obligations of confidentiality. Mintec shall implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

10.4 Mintec may engage such other processors ("Sub Processors") as Mintec consider reasonably appropriate for the Processing of Customer Personal Data in accordance with the terms of an Agreement (including in connection with support, maintenance and development and the use of third party data centres) provided that Mintec shall notify Customer of the addition or replacement of such Sub Processors and the Customer may, on reasonable grounds, object to a Sub Processor by notifying Mintec in writing within 5 days of receipt of notification, giving reasons for the Customer's objection. If the Customer objects to the changes and cannot demonstrate, to the Mintec's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify Mintec for any losses, damages, costs (including legal fees) and expenses suffered by Mintec in accommodating the objection. Mintec shall require all Sub Processors to enter into an agreement compatible with this clause 10 and Mintec shall remain responsible and liable for Sub Processors' acts and omissions. The current list of Sub Processors is set out in Annex 1.

10.5 Mintec shall use reasonable commercial efforts to assist the Customer in fulfilling the Customer's obligations as Controller following a written request from the Customer. Mintec may charge the Customer on a time and materials basis in the event that Mintec considers, in its reasonable discretion, that such assistance is onerous, complex, frequent or time consuming.

10.6 Mintec shall notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data.

10.7 In the event that the Customer considers that the Processing of Personal Data performed pursuant to an Agreement requires a privacy impact assessment to be undertaken, following written request from the Customer, Mintec shall use reasonable commercial endeavours to provide relevant information and assistance to the Customer to facilitate such privacy impact assessment. Mintec may charge the Customer for such assistance on a time and materials basis.

10.8 Unless otherwise required by applicable law, following termination or expiry of an Agreement Mintec shall, at the Customer's option, delete or return all Customer Personal Data and all copies thereof to Customer.

10.9 Upon Customer's reasonable request (and at Customer's expense), Mintec shall make available all information necessary to demonstrate its compliance with this clause 10 and shall contribute to audits conducted by the Customer or another auditor mandated by Customer.

#### WARRANTIES

11.1 Mintec warrants that (a) it has the right to enter into this MSA and (b) the Services will conform in all material respects to the Documentation.

11.2 Except as expressly stated in this Agreement, all warranties conditions and terms (whether express or implied by statute, common law or otherwise) are excluded to the fullest extent permissible by law.

11.3 Without limiting the effect of clause 11.2, Mintec does not warrant that the Customer's use of the Services and/or any Content:

- (i) will be uninterrupted or error-free;
- (ii) that the Services, Documentation or the information obtained by the Customer through the Services will meet the Customer's requirements;
- (iii) that the Services will run on the Customer's system; or
- (iv) that the Services and content therein are accurate, complete, reliable, secure, fit for purpose or timely.

#### LIMITATION OF LIABILITY

12.1 The Customer acknowledges that it is in the best position to ascertain any likely cost it may suffer in connection with this Agreement, that it is therefore responsible for making appropriate insurance arrangements to address the risk of any such loss and that the provisions of this clause 12 are reasonable in the circumstances.

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

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence;

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

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

12.3 Subject to clause 12.1 and other than for losses arising from breaches of clause 7 (Intellectual Property Rights), clause 8 (Confidentiality), clause 9 (indemnities) each party shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (negligence or otherwise), restitution or otherwise for:

- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- (b) any loss (whether direct or indirect) or corruption of data or information,
- (c) any (whether direct or indirect) (i) pure economic loss, (ii) loss of anticipated savings and/or (iii) wasted expenditure (including management time);
- (d) any loss or liability (whether direct or indirect) under or in relation to any other contract; and/or
- (e) for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under an Agreement.

12.4 Subject to clauses 12.2 and 12.3 each party's maximum total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of an Agreement shall be limited to the total Fees paid or payable under the Agreement in respect of which the liability arose during the 12 months immediately preceding the date on which the claim arose.

12.5 Each party's maximum total aggregate liability for breach of clause 8 (Confidentiality) or clause 9 (Indemnities), shall be capped at £1,000,000 (one million pounds).

12.6 Each party's liability for intellectual Property infringements per clause 7 (Intellectual Property Rights) shall be unlimited.

#### TERM AND TERMINATION

13.1 An Agreement commences on the date stated and continues for the Services Term as specified on the Order Form. Except as otherwise specified on the Order Form, Services will automatically renew for additional periods equal to the initial Services Term, unless either party gives the other notice of non-renewal at least 30 days before the end of the then current Services Term. The Customer must provide such notice of non-renewal by email to [legal@mintecglobal.com](mailto:legal@mintecglobal.com). Except as otherwise specified on the Order Form, the Fees during any renewal Services Term will increase by up to 7% above the applicable fees in the prior Services Term, unless Mintec provides the Customer with written notice of alternative pricing at least 30 days prior to the end of the then current Services Term, in which case the alternative pricing as notified by Mintec shall apply during any renewal Services Term.

13.2 Either party may terminate an Agreement with immediate effect by giving written notice to the other if: (a) the other party commits a material breach of any term of an Agreement which is incapable of remedy or (if such breach is capable of remedy) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or (b) the other party Suspends or threatens to suspend payment of its debts, is unable to pay its debts as they fall due or admits inability to pay its debts (within the meaning of section 123 or section 268 of the Insolvency Act 1986), (c) becomes the subject of a petition in bankruptcy or any other proceeding relating to a winding up order, insolvency, receivership, liquidation or assignment for the benefit of creditors.

13.3 Mintec may terminate an Agreement with immediate effect by giving written notice to the Customer if there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010) in which a company which Mintec reasonably determines to be a competitor obtains an interest in the Customer.

13.4 Upon termination (or expiry) of an Agreement for any reason: (a) the Customer shall immediately pay to Mintec all of Mintec's outstanding unpaid invoices and interest and, in respect of Services which have been performed but for which no invoice has been submitted, Mintec may submit an invoice, which shall be payable immediately on receipt; (b) all rights to use the Documentation, Content and Services granted under an Agreement shall immediately terminate; (c) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; (d) Mintec may destroy or otherwise dispose of any of the Customer Data in its possession unless Mintec receives, no later than ten days after the effective date of the termination of an Agreement, a written request for the delivery to the Customer of the Customer Data, in which case Mintec shall use reasonable commercial endeavours to deliver the Customer Data to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding and resulting from termination (whether or not due at the date of termination) and the Customer shall pay all reasonable expenses incurred by Mintec in returning or disposing of Customer Data; (e) subject as otherwise provided herein and to any rights, obligations or liabilities which have accrued prior to termination, neither party shall have any further obligation to the other under an Agreement; and (f) within 30 days of expiry or termination, the Customer will delete all Content, including downloads via API and Excel add-in in its possession or under its control and will provide written confirmation of the deletion, unless otherwise agreed with Mintec in writing, or as required by applicable law. For the avoidance of doubt, where applicable law mandates the retention of certain Content beyond the 30 day period, Customer agrees that it shall only be retained to the extent required under such law and shall not be used for any other purposes.

13.5 Mintec may suspend the Customer's access to the Services or Content if Mintec has reasonable evidence the Customer's use of the Services or Content is in breach of this Agreement or otherwise poses possible serious risks to Mintec's systems or the Services. Mintec will provide advance notice of such suspension when reasonably practicable. If Mintec has reasonable grounds to suspect the Customer has improperly used Content contrary to the terms of this Agreement, the Customer agrees to permit

and cooperate with an inspection by an external third party organisation agreed upon by both parties (such agreement not to be unreasonably delayed or withheld) at the Customer's location and during reasonable hours, to include all computer systems on which the Content may be stored and processed for purposes of establishing compliance with the terms of this Agreement. If an inspection identifies misuse of Content then the Customer shall pay the costs of the external third party organisation.

#### NOTICES, DISPUTES, GOVERNING LAW AND JURISDICTION

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

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

#### GENERAL PROVISIONS

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

15.2 In the event of any conflict between this MSA and an Order Form, the provisions of the Order Form shall apply. This Agreement is drafted in the English language, in the event of any conflict between the English version of this Agreement and/or any notice, the English version shall apply.

15.3 Neither party shall be in breach or liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delaying and such party shall be entitled to a reasonable extension of time for the performance of such obligations. If the affected party has been prevented from performing its obligations under an Agreement for a period of 60 days (or such other period agreed between the parties in writing), then either party may terminate an Agreement immediately by providing notice to the other party and the provisions of clause 13.4 shall apply.

15.4 Any variation or amendment of an Agreement must be in writing, referenced to this clause 15.4, and signed by an authorised representative of both parties.

15.5 The Customer may assign, transfer, charge or sub-contract all or any of its rights or obligations under an Agreement upon provision of 30 days written notice to Mintec provided that such assignee, transferee, chargee or sub-contractor is not deemed by Mintec to be a competitor. Mintec may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under an Agreement provided that Mintec shall be responsible for the acts and omissions of such subcontractors.

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

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

15.8 Nothing in an Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or except as set out in clause 5.9 to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of otherwise to bind the other. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

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

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

15.11 The parties agree that in the event of any inconsistency of terms between the Front Sheet, the Order Form and the Master Services Agreement, the order of precedence shall be as follows (i) this Front Sheet, (ii) the Order Form, (iii) Master Services Agreement Terms and Conditions.

### Annex 1 – Data Protection

Subject-matter of the Processing of Customer Personal Data:

- Mintec Process Customer Personal Data for the purpose of providing the Services.
- Mintec Process Customer Personal Data for the purpose of providing Support.

Duration of the Processing of Customer Personal Data:

- During the Services Term. After termination of expiry of an Agreement the data may be returned to Customer or deleted at Customer option.

Nature of Processing	Purpose of Processing	Type of Personal Data	Categories of Data Subject
Mintec receive data provided by Customer and uploaded to the Services by Authorised Users where it is stored in a cloud environment.	Use of Services.	Name, email address, telephone number, job title, IP address.	Authorised Users.
Mintec receive support requests by email or telephone during support hours, log the request in the ticketing system, respond to the request by email or telephone, mark the request as complete, retain the support log for the future development and support of the Services. The Personal Data is deleted from the support log following expiry/termination of an Agreement.	Provision of IT support.	Name, email address, telephone number, job title, IP address.	User support contacts.

Sub Processors

Microsoft Azure

### Annex 2 – Service credits

Monthly Uptime	Service Credit
Less than 95% but greater than 90%	Mintec will make the Services available to the Customer for an additional seven days without charge.
Less than 90%	Mintec will make the Services available to the Customer for an additional thirty days without charge.