

## Master End User Agreement

---

This Master End User Agreement and associated Orders is made and entered into as of the Start Date stated on the initial Order by and between Ascential Information Services Limited and its Affiliates (trading as OCR Europe) (hereinafter referred to as “OCR”), and you, the Customer (as defined below). Your acceptance of the Order constitutes an application to use the Services pursuant to the terms of the Agreement (as defined below), and by the earlier of signing the Order or accessing the Services, you confirm that you have read and understood the term of the Agreement and that you agree to be bound hereby.

If you are entering into the Agreement on behalf of an organization, you represent and warrant that you have the authority to bind such organization. Any employee who has access to the Services by being designated by Customer as an individual user of the Services (an “Authorized User”) similarly agrees to be bound hereby. Customer shall enter into a written agreement with each Authorized User requiring that such Authorized User comply with and be bound by the provisions of the Agreement.

### 1 Scope

This Master End User Agreement will apply to any services or products provided by OCR identified on the Order (as defined below) (“Service” or “Services”), and any reports, documentation or data which are delivered to Customer as a result of OCR’s provision or Customer’s use of the Services (“Deliverables”). Each Order will include the parties’ agreement to be bound by the terms and conditions of this Master End User Agreement, which will be expressly incorporated therein. This Master End User Agreement, all Orders by and between Customer and OCR, including any amendments and/or renewals to any of the foregoing (collectively referred to as the “Agreement”) represent such parties’ entire understanding regarding the Services and Deliverables and will take precedence over any different or additional terms of any purchase order or other non-OCR ordering document, and no terms included in any such purchase order or other non-OCR ordering document shall apply unless otherwise explicitly stated herein. In the event of a conflict between the Master End User Agreement and an Order, the terms of the Order will control. All capitalized terms not defined herein will have the meanings attributed in the Order and the reference “party” or “parties” shall refer to either or both of OCR and Customer.

1.1 In the context of the Agreement, the following terms shall have the meanings set forth below:

“Affiliate” means any company controlled directly or indirectly by a party, where for the purposes of this definition, the term “control” means the possession of the power to, directly or indirectly, direct or cause the direction of the management and policies of the company, whether through the ownership of voting securities, by contract, or otherwise.

“Applicable Laws” means all applicable laws, enactments, orders, statutes, regulations, codes and other similar instruments in any relevant jurisdiction, as such may be amended and in force from time to time.

“Customer Data” means the data, related information and documentation provided or made available by or through Customer to facilitate the provision of the Services.

“Confidential Information” means the existence and terms of the Agreement, the Services, the Deliverables and all information, whether in written or any other form, which has been or may be disclosed or otherwise provided in the course of the discussions leading up to the entering into or performance of the Agreement, or which is identified as confidential. The parties acknowledge and agree that OCR Property (as defined herein) is Confidential Information of OCR.

“Customer”, “Client” or “you” means (a) the individual, corporation or other entity that has entered into the Agreement, (b) Authorized Users, and/or (c) other users who rightfully access and/or uses the Services or any portion thereof in accordance with the Agreement.

“Fees” means all fees relating to or arising out of the Services, including without limitation all fees set forth in the Order or the Agreement.

“Intellectual Property” means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Order” means the standard OCR ordering document executed by both the parties, which lists the Services to be provided by OCR and which shall be governed by the terms of this Master End User Agreement.

### 2 Billing and Payment

- 2.1 Customer shall pay the Fees for access to the Services. Unless as otherwise stated on an Order, all recurring Fees are due and payable in advance and all non-recurring Fees are due and payable on the effective date of the Order. Except as provided in Sections 3.2 and 7.1 of the Agreement, all Fees are non-cancellable and non-refundable.
- 2.2 All Fees are exclusive of taxes, levies, or duties imposed by taxing authorities, and Customer will be responsible for payment of all such taxes, levies, or duties, tax due at source, value added taxes or other amounts attributable to the Services, and any withholdings of the same required by OCR will be invoiced back to you. Customer will pay all Fees in pounds or in such other currency as agreed to in writing by the parties. All sums or other consideration set out in an Order, or otherwise payable pursuant to an Order or the Agreement, will be deemed to be exclusive of any VAT, as applicable, which will be payable upon the presentation of a valid invoice. All amounts invoiced hereunder are due and payable as specified in the Order. Unpaid invoices that are not the subject of a written good faith dispute shall accrue interest at 1.5% per month, or the maximum interest rate permitted by Applicable Laws, whichever is lower, plus all reasonable expenses of collection. OCR may, with or without notice, suspend access to the Services and/or terminate an Order or the Agreement if Customer is delinquent in paying all or any portion of the Fees. Except as otherwise explicitly set forth herein, if an Order or the Agreement is terminated prior to the end of the Term for any reason other than an uncured material breach by OCR, all committed Fees for the Term shall become immediately due and owing in full. In addition, Customer will be liable for any collection costs (including without limitation legal fees and expenses, collection agency fees and expenses, court costs, collection bonds, and reasonable staff costs at standard billing rates for time spent in efforts to collect) incurred by OCR and/or its agents to collect sums due and owing under an Order or the Agreement.
- 2.3 You acknowledge and agree that OCR will, with effect from each anniversary from the effective date of the Order, be entitled to increase the Fee as follows: (i) by an amount equal to the higher of the Consumer Price Index for the preceding 12 months or 3.5% unless otherwise stated on the Order, without prior notification to you; or, (ii) by an alternative percentage by giving you at least 90 days' notice in writing. Where a discounted introductory rate was offered for an initial period, the Fee for the purposes of this Section 2.3 will be OCR's standard list price for the relevant service.

### 3 Term and Termination

- 3.1 The term of the Agreement will be the term indicated in the Order (the "Initial Term"), together with all renewals thereof (collectively referred herein as the "Term"), and the Agreement will remain in effect through the end of the term in any Order. The Agreement and any associated Orders will automatically renew for consecutive twelve (12) month terms unless either party terminates the Agreement or such Order effective as of the end of the then-current term by providing written notice not less than at least sixty (60) days prior to the end of the then-current term to: [sales@ocreurope.com](mailto:sales@ocreurope.com) or their then current nominated OCR Account Manager.
- 3.2 In the event of a material breach by either party, the non-breaching party shall have the right to terminate the applicable Order for cause upon 30 days written notice to the breaching party, specifying the breach in detail, unless (i) the breaching party cures such breach within the 30-day notice period, or (ii) the breaching party begins action to cure the breach within the 30-day notice period and thereafter diligently prosecutes such curative action to completion if the breach cannot reasonably be cured within the 30-day notice period. If Customer terminates an Order for OCR's material breach, Customer will be entitled to a pro-rata refund for Services not performed due to such termination. Upon any termination or expiration of an Order, Customer's right to access and use the Services covered by that Order will terminate.
- 3.3 All terms and conditions set forth herein that should by their nature survive termination (including without limitation all provisions relating to payment, intellectual property, ownership, liability and indemnification) shall continue in full force and effect after any expiration or termination of the Agreement or an applicable Order.

### 4 Grant of License and Usage Restrictions

- 4.1 Subject to any other terms and restrictions set out herein, OCR hereby grants to Customer a non-transferable, non-exclusive, non-assignable, revocable, limited license, without the right of sub-license, to access and use the Services and the Deliverables for its own internal marketing, financial analysis, and other related internal business operations, on the express conditions that Customer shall not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or Deliverables; (ii) modify, translate, or create derivative works based on the Services or Deliverables, or copy (except for archival purposes), rent, lease, distribute (except as expressly permitted herein), pledge, assign, or otherwise transfer or encumber rights to the Services or Deliverables; (iii) use or access the Deliverables or Services to build or support, and/or assist a third party in building or supporting, products or services competitive to OCR; (iv) remove any proprietary notices or labels from the Services or Deliverables; (v) use the Services or Deliverables in any manner that could damage, disable, overburden, impair, obstruct or otherwise interfere with OCR's provision of the Services, the Deliverables or its business; (vi) use the Services to store or transmit computer viruses or other harmful code; (vii) interfere with or disrupt the integrity or performance of the Services; (viii) use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material; (ix) frame or mirror any content forming part of the Services, other than on Customer's own intranet for Customer's internal business operations as permitted under the Agreement; (x) attempt to gain unauthorized access to the Services or its related systems or networks; nor (xi) permit direct or indirect access to or use of the Services in any manner that circumvents any restrictions or limitations under the Agreement.
- 4.2 Without prejudice to Section 10, Customer shall not disclose, provide or otherwise make available the Deliverables to any third party including, without limitation any agency, retailer, data provider, or manufacturer, unless expressly authorized by OCR in a separate written agreement. Notwithstanding the foregoing, Customer may disclose, provide or otherwise make available the Deliverables to an Affiliate of Customer, provided that such Affiliate shall be bound by confidentiality obligations and restrictions on use and disclosure at least as protective as those set forth herein, and provided further that Customer shall bear full responsibility for any breach of such confidentiality obligations and restrictions on use and disclosure by such Affiliate.

### 5 Customer Obligations and Dependencies

- 5.1 Customer shall make available to OCR any software, systems, hardware or other materials of any kind and any necessary access rights required to facilitate OCR's provision of the Services or Deliverables ("**Customer Materials**"). Notwithstanding anything herein to the contrary, Customer covenants and agrees that it will not provide to OCR any personally identifiable information, nor will Customer provide OCR with access to the same. In performing the Services, OCR will not collect any personally identifiable information.
- 5.2 Customer acknowledges that a failure or delay in fulfilling or making available Customer Materials may adversely impact OCR's ability to provide the Services or Deliverables. The parties agree that OCR shall not be liable for any failure to perform its obligations under the Agreement to the extent it is caused by a breach of this Section 5; nor shall OCR be liable for any claim, loss or damage to the extent it results from or is alleged to result from use of or access to the Customer Materials or Customer Data.
- 5.3 Customer agrees to take necessary measures to procure and ensure the compliance by its Authorized Users with the terms and conditions set forth in the Agreement. Customer shall be responsible for maintaining the security of Customer's account access passwords. Customer agrees to make every effort to prevent unauthorized third parties from accessing the Services. In the event that OCR believes that Customer's or any of its Authorized Users' use of the Services is causing material harm to OCR, the Deliverables or the Services, OCR may immediately suspend Customer's or such Authorized User's access until the issue(s) are resolved. OCR agrees to re-activate any suspended Customer account upon resolution of the issue that prompted suspension.

## **6 Ownership**

- 6.1 As between OCR and Customer, OCR shall at all times be and remain the sole and exclusive owner of all OCR Property (as defined herein). OCR shall own all the rights of Intellectual Property in and to the Services, the Deliverables (including all derivatives or improvements thereof), any patents, processes, software, code, files, technology, templates, forms, scripting, trade secrets, any OCR products, reports, ideas, concepts, operations, plans or intentions, know-how, market opportunities, customers, business affairs, development plans and financial information, any suggestions, information, enhancements, requests, feedback, recommendations or other input provided by any party relating to the Services or Deliverables, and any such items created by OCR in connection with its performance of the Services (collectively, "**OCR Property**") will be owned by OCR. To the extent Customer acquires any right, title, or interest in or to any OCR Property (other than with respect to the limited license granted in Section 4.1 hereof), Customer hereby assigns and conveys all such right, title, and interest therein to OCR.
- 6.2 With the exception of the limited license to use the Services and Deliverables granted in Section 4.1, OCR does not permit Customer to make any use of any OCR Property. Any rights not expressly granted herein are reserved by OCR.
- 6.3 OCR acknowledges that the Customer Data and the Customer Materials are the property of Customer and that Customer owns any and all Intellectual Property rights therein.
- 6.4 Customer acknowledges that for OCR to produce the Deliverables and deliver the Services to high levels of quality, OCR requires the freedom to apply its algorithms, know-how and methodology. Accordingly, and notwithstanding anything herein or in any Order to the contrary, Customer permits OCR to, among other things, examine, use, extract, model, manipulate, collate, analyze, create analysis using, reproduce and otherwise use any data (including Customer Data and Customer Materials) or other information which it learns, acquires or obtains in connection with the performance of the Services, within the scope of its regular business operations, including developing or operating data sets, algorithms or other analytical tools, or testing, implementing, integrating, developing or improving its products and services, and distributing or otherwise making available OCR services and deliverables to its customers.

## **7 Disclaimer of Warranties, Indemnities**

- 7.1 OCR will defend, indemnify and hold Customer harmless against any damages or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party claiming that any OCR Intellectual Property infringes the Intellectual Property of a third party; provided, that Customer (a) promptly gives written notice of the Claim to OCR; (b) gives OCR control of the defence and settlement of the Claim (provided that OCR may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to OCR, at OCR's cost, all reasonable assistance. If a Claim is made or OCR reasonably believes that a Claim is valid and that the Claim, if successful, would prevent the Customer from receiving or using all or any part of the Services, or if OCR determines that the Services or Deliverables, or any methods employed by OCR in providing such, infringe the Intellectual Property of a third party, OCR may elect, in its sole discretion, to (i) procure for Customer the right to make continued use of the Services and Deliverables, (ii) replace or modify such so that they become non-infringing, as the case may be, or (iii) terminate the Agreement and all associated Orders immediately upon written notice to Customer, and refund to Customer the portion of any pre-paid Fees corresponding to the period of such early termination.
- 7.2 Customer will defend, indemnify and hold OCR harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with Claims made or brought against OCR by a third party alleging that any Customer Materials or Customer Data provided, submitted, otherwise made available, or the access thereof by OCR infringes the Intellectual Property of a third party; provided, that OCR (a) promptly gives written notice of the Claim to Customer; (b) gives Customer control of the defence and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases OCR of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.
- 7.3 OCR hereby disclaims, to the maximum extent permissible under Applicable Laws, any and all other express or implied warranties with regard to the Services and Deliverables, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement and quality. OCR make no representations or warranties regarding the reliability, availability, timeliness, suitability, accuracy or completeness of the Services, Deliverables or the results Customer may obtain by using the Services. Without limiting the generality of the foregoing, OCR does not represent or warrant that: (a) the operation or use of the Services or access to the Deliverables will be timely, uninterrupted or error-free; (b) the

quality of the Services or Deliverables will meet Customer's requirements; or (c) that the Services or Deliverables will function properly in combination with any third-party services, technology, hardware, software, systems or data. Customer acknowledges that OCR does not control the transfer of data over communications facilities, including the internet, and that the Services or Deliverables may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. OCR is not responsible for any delays, delivery failures, or other damage resulting from such problems. Except where expressly provided otherwise by OCR, the Services and Deliverables are provided to Customer on an "as is" basis.

7.4 From time to time, OCR may: (i) temporarily suspend for the purpose of emergency repair, maintenance or improvement, all or part of the Services without notice; (ii) temporarily suspend all or part of the Service for scheduled support and maintenance by providing notifications and giving reasonable notice of such suspensions; and/or (iii) vary the technical specification of the Services for operational or any other reason, provided that there is no material detriment to the operation of the Services.

7.5 OCR reserves the right at any time and from time to time to modify, temporarily or permanently, the Services or Deliverables or any component or feature thereof. Customer agrees that OCR shall not be liable to Customer or to any third party for any modification of the Services or Deliverables as described in this Section 7.5.

7.6 Customer acknowledges that there are special risks attached to the transmission of information by electronic, online or similar means and that OCR is not responsible for the loss or corruption of information in transmission by these means.

8 OCR agrees to maintain, for the Term hereof, the following types and amounts of insurance: (i) commercial general liability insurance (including contractual liability) with a per occurrence and general aggregate limit of £3,500,000; (ii) personal and advertising insurance with a general aggregate limit of £2,000,000; (iii) workers' compensation insurance in compliance with statutory requirements and employer's liability coverage with a general aggregate limit of £775,000; (iv) professional liability insurance with a per occurrence and aggregate limit of £3,500,000; and (v) cyber liability insurance with a per claim limit of £3,500,000.

9 **Limitation of Liability** Nothing in the Agreement will operate to exclude or limit either party's liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded or limited under Applicable Laws. Neither party shall be liable under any contract, tort (including negligence), or otherwise for: (a) cost of procurement of substitute goods, service or technology, (b) loss of business, profits, business information, goodwill, use, data or other intangible or other pecuniary losses, including without limitation, related to business interruption; (c) losses or damages based on the misuse of or reliance on the Services or the Deliverables; (d) any indirect, exemplary, incidental, special or consequential damages; or (e) any matter beyond its reasonable control, even if such losses or damage were foreseeable, foreseen or such party has been advised of the possibility of such loss or damage. Both parties' total aggregate liability for any matter relating to the Agreement shall not exceed the aggregate amount of Fees paid or payable by the Customer in the twelve (12) months preceding the act or omission giving rise to a Claim.

10 **Confidential Information** Each party hereby undertakes to the other to use the Confidential Information disclosed to it by or on behalf of the other party solely in connection with the performance of the Agreement, the delivery and receipt of the Services, and to not divulge to any third person such Confidential Information (except as expressly permitted in Section 4.2). The parties agree to take reasonable precautions to protect such Confidential Information. The parties agree that the foregoing will not apply with respect to: (i) Confidential Information after five (5) years following the termination of the Agreement, with the express exclusion of OCR Property, (ii) any Confidential Information that the receiving party can document: (a) is or becomes generally available to the public; (b) was in its possession or known by it prior to receipt from the disclosing party; or (c) was rightfully disclosed to it by a third party; (iii) any information which was independently developed by the receiving party; or (iv) any Confidential Information which is required to be disclosed by Applicable Laws, provided that the receiving party provides prompt notice to the other of such required disclosure, to the extent legally permissible. The obligations contained in this Section 10 are in addition and without prejudice to any obligation set out in the Agreement.

10.2 The parties agree that any breach by either party or any of its officers, directors, managers, employees, contractors or agents, of any provisions of this Section 10 may cause immediate and irreparable injury to the other party and that, in the event of such breach, the injured party will be entitled to seek injunctive relief as well as any and all other remedies available at law or in equity.

11 **Notices** OCR may give notice applicable to OCR's general services customer base by means of a general notice on the services portal, and notices specific to Customer by electronic mail to Customer's e-mail address on record in OCR's account information or by written communication sent by registered mail to Customer's address on record in OCR's account information. All notices required or permitted to be given by Customer pursuant to the Agreement to OCR shall be sent by e-mail to: [sales@ocreurope.com](mailto:sales@ocreurope.com) or their then current nominated OCR Account Manager.

12 **Force Majeure** Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, terrorism, or sabotage; act of God; labour or contractor difficulties; electrical, internet, or telecommunication outage that is not caused by the obligated party; government or license restrictions (including the denial or cancellation of any export, access license or other license), or other event outside the reasonable control of the obligated party ("**Force Majeure Event**"). Each party will use reasonable efforts to mitigate the effect of a Force Majeure Event. The provisions of this Section 12 shall not be relied upon in relation to the inability to pay Fees. If OCR is unable to continue providing the Services or Deliverables due to a Force Majeure Event continuing for more than 20 days, then either party may terminate the relevant Order and/or the Agreement upon written notice.

### 13 General provisions

13.1 OCR reserves the right to modify elements of the terms and conditions of the Agreement (including those relating to your use of the Services and Deliverables) provided always that any such modification is not a material detriment to the Customer. Any modification is effective upon posting to the website or upon distribution to Customer via e-mail or conventional mail, whichever is earlier. Customer's continued use of the Services following the effective date of notice of any modification(s) to the Agreement shall be deemed an acceptance of all such modifications.

- 13.2 Any headings are used for convenience only and will not affect the interpretation of the Agreement.
- 13.3 An Order may be amended only by written agreement of the parties.
- 13.4 No joint venture, partnership, employment, or agency relationship exists between OCR, its Affiliates and Customer as a result of the Agreement, an Order, or use of the Services or Deliverables.
- 13.5 You will not, without OCR's prior written consent, assign, sub-license, sub-contract or otherwise transfer to any third party (including any company within your corporate group) any of your rights or obligations under the Agreement. OCR may assign, sub-license, subcontract or otherwise transfer to any third party (including without limitation any company within OCR's corporate group) any of OCR's rights or obligations under the Agreement at any time and without notice.
- 13.6 You shall promptly report to OCR any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of the Agreement. You further warrant that neither you nor any of your representatives, employees, managers, directors, officers, principals, owners, or agents have been convicted of any offence or have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking. A breach of this Section 13.7 will be considered a material breach of the Agreement.
- 13.7 The provisions of the Agreement are for the sole benefit of the parties hereto. The Agreement confers no rights, benefits, or claims upon any person or entity not a party hereto. No term of the Agreement will be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act of 1999.
- 13.8 In the event that any part of the Agreement is held to be illegal, invalid, void or unenforceable, it will be severed from the remaining part of the Agreement which will continue in full force and effect.
- 13.9 The failure or delay of a party to exercise or enforce any right under the Agreement shall not be deemed a waiver of that right, nor operate to bar the existence or enforcement of it.
- 13.10 The Agreement contains the entire agreement between the parties in relation to the purchase and use of the Services and Deliverables and supersedes any prior agreements, negotiations, discussions, representations, arrangements or undertakings in relation to such subject matter. The official version of the Agreement is in the English language. Any translations of the Agreement are provided merely for the convenience of Customer and shall not be legally binding. In the event of any conflict between the English language version and any translations, the English version will prevail.
- 13.11 Customer hereby grants to OCR a limited, non-exclusive, non-transferrable, royalty-free license to use Customer's trademarks, service marks, trade names, logos or other commercial or product designations (collectively, "**Marks**") in OCR's marketing materials. Customer may terminate OCR's right to use the Marks, in whole or in part, by providing written notice to OCR for any reason and at any time, including if the usage of such Marks does not adhere to Customer's then-current written policies provided to OCR regarding the use of the Marks.
- 13.12 Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by the Agreement.
- 13.13 The Agreement and any action, Claim, or dispute (including non-contractual disputes) related to the Agreement, will be governed by and construed in accordance with the laws of England (excluding its choice of law rules) and the parties submit to the exclusive jurisdiction of the courts of the State of England.