

## Interim version 1.2 January 2023

**1. About this Agreement**

1.1 The terms of this Agreement explain how you, as a Basic User, may access and use the Subscription Software and the Subscription Services (the "**Services**") which are provided to you, by us, Legal & General free of charge.

1.2 You should read this Agreement carefully before accessing or using the Services.

1.3 By accessing or using the Services, you:

(i) confirm that you are an Authorised User and agree, on your own behalf and on behalf of the End User Customer, to be bound by this Agreement and the documents referred to in it; and

(ii) represent and warrant that you have full authority and capacity to enter into this Agreement on your own behalf and on behalf of the End User Customer.

1.4 If you do not agree with or accept any of the terms of this Agreement, you should not use or stop using the Services immediately.

**2. Licence Acceptance Procedure**

BY CLICKING ON THE 'VIEW ANALYSIS' BOX WITHIN 'MySI' YOU CONFIRM YOU HAVE READ AND ACCEPT THE TERMS OF THIS AGREEMENT (BOTH ON YOUR OWN BEHALF AND ON BEHALF OF THE END USER CUSTOMER), INCLUDING THE LIMITED WARRANTY AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT.

**3. Definitions.**

**"Affiliates"** means Legal & General's holding company and ultimate holding company and each of its subsidiary companies and joint ventures and its holding company's and ultimate holding company's subsidiary companies and joint ventures from time to time, "holding company" and "subsidiary" having the meanings given to them in section 1159 of the Companies Act 2006.

**"Agreement"** means this End User License Agreement.

**"Applicable Law"** means any and all applicable rules of law, statutes, statutory instruments, directives, regulations, orders and other instruments having the force of law and any applicable codes of conduct, guidance, directions and/or determinations with which Legal & General or the End User Customer (as applicable) is bound to comply.

**"Authorised User"** means an individual that is: (i) an employee of the End User Customer; or (ii) a contractor, who, in each case, is: (a) authorised by End User Customer to access the Services; (b) subject to obligations of confidentiality sufficient to protect the Confidential Information of Legal & General; and (c) has been provided with a unique UserID and a unique password.

**"Basic User"** means an Authorised User who, subject to the terms of this Agreement, including the Licence Restrictions has read-only access to the Subscription Services and can download information from the Subscription Services into PDF/Excel.

**"Confidential Information"** means non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of End User Customer includes End User Customer Data. Confidential Information of Legal & General includes the Legal & General Data and the Legal & General Member Data. Confidential Information does not include information

that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; or (iv) is independently developed by the Recipient without use of Confidential Information.

**"Data Protection Legislation"** means any law, statute, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 2018, the GDPR and all legislation enacted in the UK in respect of the protection of personal data.

**"Data Subject Request"** means an actual or purported subject access request or notice or complaint or query from a Data Subject (or a third party acting on a Data Subject's behalf) exercising his rights under the Data Protection Legislation.

**"Discloser"** means the party providing Confidential Information to the Recipient.

**"Effective Date"** means the date first written above.

**"End User Customer"** means the legal entity that is Legal & General's customer, whose Authorised Users will be granted access to the Subscription Services pursuant to the terms of this Agreement.

**"End User Customer Data"** means information provided, entered or uploaded for use by or with the Subscription Software by the End User Customer or its Authorised Users and which includes End User Member Data.

**"End User Member Data"** means Member Data which has been collected by (or on behalf of) the End Customer User and uploaded to the Subscription Software.

**"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016.

**"ICO"** means the UK Information Commissioner's Office, or any successor body which replaces it.

**"ICO Correspondence"** means any correspondence (whether written or verbal) from the ICO in relation to the Processing of the Member Data.

**"Microsoft"** means the third-party licensor of the Subscription Software, Microsoft (United Kingdom) Limited (a company registered in England and Wales with number 02766416) whose registered office is at One Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG.

**"Intellectual Property Rights"** means any and all copyrights, registered designs, patents, rights in databases, trade or service marks, design rights, domain names, trade secrets, know-how or other intellectual property whether registered or unregistered; applications for registration and the right to apply for registration, for any of these rights; and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world

**"Legal & General"** means Legal & General Investment Management (Holdings) Limited (a company registered in England and Wales with number 04303322) whose registered office is at One Coleman Street, London EC2R 5AA.

**"Legal & General Data"** means information provided, entered or uploaded for use by or with the Subscription Software by (or on behalf of) Legal & General and/or its Affiliates and which includes Legal & General Member Data.

**"Legal & General Group"** means Legal & General and its Affiliates.

**"Legal & General Member Data"** means Member Data which has been collected by Legal & General and/or its Affiliates and uploaded to the Subscription Software.

**"License Restriction"** means any limitation on the use of the Subscription Software identified in this Agreement, including those specified in Clause 2.(b).

**"Member Data"** means any Personal Data Processed by either party under, or in connection with, this Agreement relating to individual members or beneficiaries of a pension scheme (excluding any Personal Data relating to a deferred member);

**"Permitted Purpose"** means the provision of services to members, trustees and/or employers (as the case may be) in respect of a pension arrangement, including pension planning services or pension fund analytics.

**"Personal Data Breach"** has the meaning set out in the GDPR.

**"Recipient"** means the party receiving Confidential Information of the Discloser.

**"Residual Knowledge"** shall mean ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

**"Security Requirements"** the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation (including, in particular, Article 5(1)(f) of the GDPR and/ or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable;

**"Subscription Services"** means the Subscription Software-related application hosting services that are provided by Microsoft including the underlying technology i.e. the software and L&G providing the scheme information.

**"Subscription Software"** means the Power BI application licenced to Legal & General Group Affiliates by Microsoft

**"Subscription Term"** the term of the Agreement commencing on the Service Commencement Date and ending on date of termination of this Agreement by a party in accordance with the terms hereof.

**"Territory"** means the United Kingdom and the European Economic Area.

**"Transparency Requirements"** means the requirements around ensuring that processing is fair and transparent, as set out in the Data Protection Legislation (including, in particular the measures set out in Article 5(1)(a) and Articles 13 and 14 of the GDPR, as applicable).

**"Updates"** means generally available updates, enhancements or modifications to the then-current, general release version of the Subscription Software that are not separately priced or licensed as new products.

**"UserID"** means a unique user identification credential used in combination with a unique password to access the Subscription Services.

**4. License.** Subject to the terms and conditions of this Agreement, Legal & General hereby grants to End User Customer a non-exclusive, revocable, non-transferable, limited license (without the right to sublease or sublicense) to access and use the Subscription Software and the Subscription Services, during the Subscription Term, for End User Customer's own internal use in the Territory and solely in connection with the Permitted Purpose. Any rights not expressly granted in this Agreement are expressly reserved.

(b) Licence Restrictions on Use of the Subscription Software and Subscription Services. In no event shall End User Customer access the Subscription Software on any environment outside the hosted environment selected by Legal & General as part of the Subscription Services. In no event shall End User Customer or its Authorised Users possess or control the Subscription Software or any related software code. End User Customer is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Subscription Software. Except as expressly provided by this Agreement, End User Customer is prohibited from using the Subscription Software to provide any services to third parties (including, without limitation, the provision of a "service bureau" service). End User Customer will not allow the Subscription Software to be used by, or disclose all or any part of the Subscription Software to, any person except Authorised Users. The End User Customer will not, and shall procure that the Authorised Users will not, export the Subscription Software to any jurisdiction outside the Territory.

(c) Intellectual Property Rights Notices. End User Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in the Subscription Software or that is provided with the Subscription Services. End User Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that End User Customer makes of the Documentation. Any Legal & General Data made available to the End User Customer via the Subscription Software shall be subject to any additional legal notices, terms or disclaimers produced on such data.

(d) Ownership. Use of the Subscription Software and Subscription Services does not grant any ownership rights in or to the Subscription Software, the Subscription Services, or the Documentation. End User Customer Data shall be the sole property of End User Customer and Legal & General Data shall be the sole property of Legal & General and/or its Affiliates; however, Legal & General

may aggregate anonymous statistical data regarding use and functioning of its system by its various End User Customers, and all such data (none of which shall be considered End User Customer Data), will be the sole property of Legal & General.

**5. Subscription Services.**

(a) User Accounts. End User Customer is responsible for maintaining its own Authorised User UserIDs and passwords which can be managed through the Subscription Software interface. End User Customer is responsible for maintaining the confidentiality of End User Customer's UserIDs and passwords and shall cause its Authorised Users to maintain the confidentiality of their UserIDs and Passwords. End User Customer is responsible for all uses of and activities undertaken with UserIDs registered on End User Customer's account. End User Customer agrees to immediately notify Legal & General: (i) of any unauthorised use of End User Customer's UserIDs of which End User Customer becomes aware or any loss or authorised access to the such UserIDs, and/or (ii) if any Authorised User ceases to be employed by the End User Customer or is otherwise no longer authorised to access the Subscription Software, so that, in each case, Legal & General can disable such persons access to the Subscription Software and Subscription Services.

(b) Connectivity. End User Customer is responsible for purchasing all relevant equipment, software, internet services to connect to the Subscription Software. If End User Customer requires a VPN or private network connection to the Subscription Services, End User Customer is responsible for all costs associated with any specialized network connectivity required by End User Customer.

(c) Restrictions. Legal & General shall have no obligation to correct a problem caused by End User Customer's acts, omissions or negligence, End User Customer's equipment malfunction or other causes beyond the control of Legal & General.

(d) Authorised Users. The End User Customer shall:  
(i) be liable for the acts and omissions of the Authorised Users as if they were its own; and  
(ii) procure that each Authorised User is aware of, and complies with, the obligations and restrictions imposed on the End User Customer under this Agreement, including all Licence Restrictions.

(iii) take all reasonable security precautions (including using up-to-date reputable malware and virus checking software) to ensure that no viruses, worms, trojan horses and/or other malicious code is uploaded to the Subscription Services and the Subscription Software and shall not take any action which causes, or is likely to cause, the Subscription Services and the Subscription Software to be interrupted or degraded.

**6. Limited Warranties, Disclaimer of Warranties, and Remedies.**

(a) **DISCLAIMER OF WARRANTIES. THE END USER CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SOFTWARE AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" BY LEGAL & GENERAL. LEGAL & GENERAL MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SUBSCRIPTION SOFTWARE AND SUBSCRIPTION SERVICES PROVIDED UNDER THIS AGREEMENT IN WHOLE OR IN PART. LEGAL & GENERAL EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. LEGAL & GENERAL EXPRESSLY DOES NOT WARRANT THAT THE SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET END USER CUSTOMER'S REQUIREMENTS.**

(b) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 6 AND 11 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER END USER CUSTOMER HAS ACCEPTED ANY SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICE UNDER THIS AGREEMENT.**

(c) **END USER CUSTOMER AGREES THAT LEGAL & GENERAL SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SUBSCRIPTION SOFTWARE IN SUCH APPLICATIONS.**

**7. Confidential Information.**

(a) Confidentiality. The Confidential Information disclosed under this Agreement may be used, disclosed or reproduced only to the extent necessary to further and fulfill the purposes of this Agreement. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third-party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item; provided, however, that End User Customer's obligations to maintain the Subscription Software and Documentation as confidential will survive in perpetuity. End User Customer shall be responsible for the breach of the confidentiality terms contained in this Section 5 by any of its directors, officers, employees, Authorised Users, agents, accountants and advisors. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser. If the Recipient should receive any legal request or process in

any form seeking disclosure of Discloser's Confidential Information, or if the Recipient should be advised by counsel of any obligation to disclose such Confidential Information, the Recipient shall (if allowed by law) provide the Discloser with prompt notice of such request or advice so that the Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, the Recipient shall furnish only that portion of the Discloser's Confidential Information which is legally required to be furnished and to use reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.

(b) Notwithstanding Section 7(a) above, Legal & General (on its own behalf and on behalf of its Affiliates) shall be entitled to divulge Confidential Information to: (i) their employees, agents, directors, officers, authorised sub-contractors, professional advisors and/or consultants ("L&G Recipients"), and/or (ii) any regulatory, supervisory or judicial body, provided that, in respect of the L&G Recipients, Legal & General shall ensure that such persons are bound to maintain the confidential nature of the Confidential Information.

#### **8. End User Customer Data.**

(a) End User Customer Data shall at all times remain the property of the End User Customer or its licensors.

(b) Except to the extent Legal & General has direct obligations under Data Protection Legislation, the End User Customer acknowledges that Legal & General has no control over any End User Customer Data hosted as part of the provision of the Subscription Services and may not actively monitor or have access to the content of the End User Customer Data. The End User Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the End User Customer Data and that its use (including use in connection with the Subscription Software) complies with all Applicable Law and does not infringe the Intellectual Property Rights of third parties.

(c) If Legal & General becomes aware of any allegation that any End User Customer Data is being used in breach of any usage restrictions or in breach of any other part of this Agreement or Applicable Law, Legal & General shall have the right to permanently delete or otherwise remove or suspend access to any End User Customer Data which is suspected of being in breach of any of the foregoing from the Subscription Services and/or disclose End User Customer Data to law enforcement (in each case without the need to consult the End User Customer). Where reasonably practicable and lawful Legal & General shall notify the End User Customer before taking such action.

(d) The End User Customer shall ensure that it backs up the End User Customer Data regularly and extracts it from the Subscription Services prior to the termination or expiry of this Agreement. Legal & General shall not be obliged to provide the End User Customer with any assistance extracting or recovering End User Customer Data whether during or after the Subscription Term.

(e) Unless subsequently agreed by the parties in writing, the End User Customer hereby authorises Legal & General with effect from the earlier of: (i) the termination of this Agreement in its entirety; or (ii) the end of the provision of the Subscription Services (or any part of the same) relating to the processing of the End User Customer Data, to securely dispose of such End User Customer Data processed in relation to the Subscription Services (in its entirety, where (i) applies or, where (ii) applies the relevant part thereof) which have ended (and all existing copies of it) except to the extent that any Applicable Law requires Legal & General to store such End User Customer Data. Legal & General shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such End User Customer Data undertaken in accordance with this Agreement.

#### **9. Data Protection.**

(a) For the purpose of this Section 9, "Controller", "Data Subject", "Personal Data", "Processing" and "Processor" shall have the meanings given to them in the **Data Protection Legislation** (and "Process" and "Processed" shall be construed accordingly).

(b) The parties each acknowledge and agree that they will each Process Personal Data relating to this Agreement.

The parties acknowledge and agree that they shall each be independent Controllers of the Member Data for the purposes of the Data Protection Legislation. The parties do not anticipate that either will act as a Processor on behalf of the other party and neither party is authorised or instructed to act as a Processor on behalf of the other party under this Agreement.

(c) Each party shall comply with the provisions and obligations imposed on it by the Data Protection Legislation in respect of its Processing of Member Data under this Agreement. The End User Customer shall not take any action, or fail to take any action, under this Agreement which could cause Legal & General or its Affiliates to be in breach of their respective obligations under Data Protection Legislation.

(d) Legal & General shall not be required to share Legal & General Member Data with the End User Customer where Legal & General determines (in its sole discretion) that there is no lawful basis for sharing the Legal & General Member Data with the End User Customer or that the provision of the Legal & General Member Data breaches any Applicable Law to which Legal & General is subject. The End User Customer shall immediately notify Legal & General of any event or circumstances which may result in the End User Customer ceasing to be authorised to access the Legal & General Member Data (or any part thereof).

(e) In connection with the End User Customer's Processing of Legal & General Member Data, the End User agrees (on a continuing basis) that it shall:

(I) keep the Legal & General Member Data confidential and only use the Legal & General Member Data for the Permitted Purpose;

(II) implement and maintain such technical and organisational measures as are required to enable the Legal & General Member Data to be Processed in compliance with at least the obligations imposed on it by the Security Requirements;

(III) promptly (and in any event within twenty-four (24) hours) notify Legal & General upon becoming aware of any actual or suspected or 'near miss' Personal Data Breach relating to the Processing of the Legal & General Member Data in connection with this Agreement, and will:

(i) take all reasonable steps to prevent or minimise the effects of the Personal Data Breach;

(ii) implement any measures necessary to restore the security of compromised Legal & General Member Data; and

(iii) support Legal & General to make any applicable notifications to any regulator and affected Data Subjects; and

(iv) notify Legal & General promptly (and in any event within forty-eight (48) hours) following its receipt of any Data Subject Request or ICO Correspondence which relates to Legal & General's disclosure or Processing of the Member Data, and shall:

(i) not disclose any Member Data in response to any such Data Subject Request or ICO Correspondence without Legal & General's prior written consent; and

(ii) provide Legal & General with all reasonable co-operation and assistance required by Legal & General in relation to any such Data Subject Request or ICO Correspondence.

(f) the End User Customer confirms (on a continuing basis) that all fair processing notices have been given to (and/ or, as applicable, consents obtained from) the underlying Data Subjects which are sufficient in scope to meet the Transparency Requirements in respect of: (i) the End User Customer's receipt of and Processing of the Member Data; and (ii) the transfer of Member Data to Legal & General, its Affiliates for use in accordance with this Agreement. The End User Customer is solely responsible for ensuring that all End User Member Data is accurate and correct in accordance with Applicable Laws.

(g) Legal & General shall Process the Personal Data of the Authorised Users in accordance with its privacy policy <https://www.legalandgeneral.com/institutional/privacy-policy/>, which it makes available to the End User Customer from time to time. The End User Customer shall ensure that each Authorised User is aware of Legal & General's Processing activities under this Agreement. (h) Legal & General shall take reasonable steps to ensure that the Legal & General Member Data is accurate and complete at the time of uploading the same to the Subscription Services. However, to fullest extent permitted by law, Legal & General disclaims any and all liability which arises from any modification, alteration or change to the Legal & General Member Data ("Changes") by the End User Customer or its Authorised Users. The End User shall be solely responsible for any and all Changes to the Legal & General Member Data and any consequences arising therefrom.

(i) The End User Customer acknowledges and agrees that Legal & General shall be permitted to collect, compile and analyse usage statistics from the Subscription Services, including but not limited to machine identification numbers, associated IP addresses, computer/ machine identifiers, version number of the Subscription Services, and

information on which tools, functionality and/or services comprised in the Subscription Services are being used and how they are being used.

(j) The parties acknowledge that they may be required to send Personal Data outside of the European Economic Area in connection with this Agreement, and in doing so each party will ensure that the sharing and use of the Personal Data complies with Data Protection Legislation.

#### **10. Term and Termination.**

(a) Term. The Agreement shall continue in full force and effect for the duration of the Subscription Term.

(b) Right of Termination.

Legal & General shall have the right to terminate this Agreement, the Subscription Services (including any Authorised User's access to the Subscription Services) or any part of the same at any time, in its sole discretion with immediate effect by notifying the End User Customer.

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The End User Customer may terminate this Agreement on one month's written notice to Legal & General (such notice to be sent to the address set out in Clause 19(b) and to be duly signed on behalf of the End User Customer by an authorized individual of the End User Customer).

(c) Effect of Termination. Upon termination of this Agreement, End User Customer's license to access and use the Subscription Software and Subscription Services shall immediately terminate as of the effective date of such termination. Termination of this Agreement will be without prejudice to Legal & General's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein.

(d) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination or expiration of this Agreement.

#### **11. LIMITATION OF LIABILITY.**

**(A) SUBJECT TO SECTION 11.(B) BELOW, IN NO EVENT WILL LEGAL & GENERAL, ITS AFFILIATES OR THIRD PARTY LICENSORS (EACH A "PROTECTED PARTY") BE LIABLE FOR ANY: (I) DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES, AND/OR (II) LOST PROFITS, LOSS OF REVENUE, LOSS OR CORRUPTION OF DATA, IN EACH CASE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER LEGAL & GENERAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.**

**(B) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY'S LIABILITY SHALL BE LIMITED IN ANY WAY IN RESPECT OF THE FOLLOWING:**

**(I) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE;**  
**(II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR**  
**(III) ANY OTHER LOSSES WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.**

**(C) OTHER THAN IN RESPECT OF THOSE MATTERS SET OUT IN SECTION 11(B) ABOVE AND WITHOUT PREJUDICE TO THE GENERALITY OF SECTION 11(A) ABOVE, THE MAXIMUM AGGREGATE LIABILITY OF ANY PROTECTED PARTY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF STATUTORY DUTY OR OTHERWISE) FOR ANY AND ALL LOSSES ARISING UNDER, OR IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED £250,000 (TWO HUNDRED AND FIFTY THOUSAND POUNDS STERLING).**

**12. INDEMNITY.**

**THE END USER CUSTOMER SHALL INDEMNIFY, KEEP INDEMNIFIED AND HOLD HARMLESS LEGAL & GENERAL (ON LEGAL & GENERAL'S OWN BEHALF ON BEHALF OF EACH OF LEGAL & GENERAL'S AFFILIATES) FROM AND AGAINST ANY LOSSES, CLAIMS, LIABILITIES, COSTS (INCLUDING LEGAL AND OTHER PROFESSIONAL FEES) AND EXPENSES INCURRED BY LEGAL & GENERAL (OR ANY OF ITS AFFILIATES) ARISING AS A RESULT OF, OR IN CONNECTION WITH: (A) THE END USER CUSTOMER'S BREACH OF THIS AGREEMENT, AND/OR (B) ANY AUTHORISED USERS USE OF, OR ACCESS TO, THE SUBSCRIPTION SERVICES AND/OR THE SUBSCRIPTION SOFTWARE.**

**13. Modifications to the Subscription Services and this Agreement.**

Legal & General reserves the right, at any time and in its sole discretion to modify or replace this Agreement and to modify, suspend or discontinue, temporarily or permanently, the Subscription Software or any service to which it connects, without liability to the End User Customer.

**14. Audit Rights.**

Legal & General (including any third-party auditor designated by Legal & General) may audit the records and systems of End User Customer to ensure compliance with the terms of this Agreement. Legal & General will notify End User Customer in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during regular business hours and will not interfere unreasonably with End User Customer's business activities. Legal & General may audit End User Customer no more than once in any twelve (12) month period.

**15. Force Majeure**

Neither party shall be liable to the other for any failure to perform or delay in performing its obligations under the Agreement which is caused by circumstances beyond its reasonable control, including but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, acts of God, acts of any governmental or supra-national authority, war or national emergency, acts of terrorism, civil unrest, fire explosion, flood, epidemic, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce). Any delay or failure of this kind shall not be deemed to be a breach of the Agreement and the time for performance of the

affected obligation shall be extended by a period which is reasonable in the circumstances.

**16. Fees**

(a) The End User Customer is responsible for all third-party fees, costs and/or any expenses associated with its access to and use of the Subscription Software.

(b) Legal & General has agreed to provide access to the Subscription Services and Subscription Software free of charge as at the date of this Agreement. Notwithstanding the foregoing, Legal & General reserves the right to charge a fee for the Subscription Services and/or the Subscription Software upon at least 90 days prior written notice to the End User Customer.

**17. Third Party Rights.**

(a) Legal & General may perform any of its obligations or exercise any of its rights under this Agreement by itself or through any other Affiliates solely for the business purposes of Legal & General Group, provided that any act or omission of any Affiliate of Legal & General shall be deemed to be the act or omission of Legal & General.

(b) The End User Customer acknowledges and accepts that any right or remedy it may have under this Agreement rests solely with Legal & General and enters into this Agreement on that basis.

(c) The End User Customer acknowledges that each member of the Legal & General Group shall each be deemed to be a third-party beneficiary of this Agreement and shall be entitled to exercise any and all available remedies in order to enforce the terms of this Agreement.

(d) In the event that Legal & General is unable to secure the relief it and/or its other Legal & General Affiliates seek following a first instance decision of the English courts on the basis that the courts consider that Legal & General is not an interested party to such claim or other civil proceedings or that it has not suffered any loss or the same loss, then the relevant Legal & General Affiliate shall be entitled to bring such claim or other civil proceedings against the End User Customer directly.

(e) Except as provided in Sections 17(c) and 17(d), a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to

enforce any of the provisions of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**18. Assignment.**

End User Customer may not assign or transfer this Agreement or the benefits or obligations thereof on a temporary or permanent basis in whole or in part (including any licenses with respect to Subscription Software) without Legal & General's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. Legal & General may freely assign or transfer this Agreement or the benefits or obligations thereof on a temporary or permanent basis in whole or in part at its sole discretion.

**19. General.**

(a) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

(b) Any notice given by the End User Customer under the Agreement shall be sent in writing to Legal & General, One Coleman Street, London, EC2R 5AA. Any notice given by Legal & General under the Agreement shall be sent to the End User Customer's registered address unless the End User Customer notifies Legal & General otherwise.

(c) Legal & General may vary this agreement at any time at its sole discretion. Where Legal & General make a material change to these terms, Legal & General shall endeavour to provide the End Customer with reasonable notice. The End Customer's continued use to the Subscription Services will be deemed as acceptance of any variations or updates to these terms.

(c) If any provision of this Agreement or any schedule (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall nevertheless remain legal, valid, and enforceable. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

(d) No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

(e) This Agreement (including any associated non-contractual disputes or claims) are governed by English law. The parties hereby accept the exclusive jurisdiction of the English courts in relation to any dispute arising under or in connection with this Agreement.