

### **CDP Third Party Data Licence Notice**

This notice contains contractual terms which apply in addition to any other applicable terms and conditions, in the event that the data provided to you (“the Subscriber”) by CDP Operations Ltd (“CDP”) includes third party data. Each set of terms should be considered separate and applicable only to the data that has been procured and or licensed from the stated source. The Subscriber shall fully indemnify and hold CDP harmless in case of any breach of any of these terms. In case of conflict between the terms in this Third Party Data Licence Notice and those in place between the Subscriber and CDP which govern the services which incorporate the third party data, the latter shall prevail.

#### **Data Products**

Capital Markets Signatory data products contain third party data provided to CDP by CUSIP Global Services (CGS), IEA and S&P.

#### **CUSIP Global Services (CGS) – American Bankers Association - ISINs Licence Notice**

1. This notice contains contractual terms which apply in addition to those applicable to the relevant service(s) provided to you the subscriber (the “Subscriber”) by CDP Operations Ltd (“CDP”) in the event that those services involve the provision to you of CGS intellectual property, namely the CUSIP Database (the “Services”). By continuing to receive these Services, you consent to the terms contained in this ISINs License Notice and warrant to CDP that you have procured adequate licensing from CGS to entitle you to receive the CGS intellectual property that may be provided to you in the course of the Services received from CDP. In the event that you do not have adequate licensing to be entitled to receive the CGS intellectual property you will hold CDP harmless from any losses which result from this. If you do not consent to these terms, then you should immediately inform CDP that you do not want to receive the Services.
2. You the Subscriber agree and acknowledge that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CUSIP Global Services (“CGS”) and the American Bankers Association (“ABA”), and that no proprietary rights are being transferred to Subscriber in such materials or in any of the information contained therein.
3. Any use by Subscriber outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Subscriber agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Subscriber agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.
4. You the Subscriber agrees that Subscriber shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Subscriber further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the

creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER, DATABASE, INTERNET, ELECTRONIC Services and/or any other future services developed by CGS.

5. NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO SUBSCRIBER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY SUBSCRIBER FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

6. You the Subscriber agree that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

7. In the event Subscriber has a CGS License Agreement that permits broader rights than those granted above, then the terms of that Subscriber's CGS License Agreement shall govern such Subscriber's use of the CUSIP Database and/or any information contained therein for so long as such agreement remains in effect.

### **Dun & Bradstreet**

1. This notice contains contractual terms which apply in addition to those applicable to the relevant service(s) provided to you the subscriber (the "Subscriber") by CDP Operations Ltd ("CDP") in the event that those services involve the provision to you of Dun & Bradstreet property (the "Licensed Content")

2. Subscriber acknowledges that all Licensed Content is owned by Dun & Bradstreet, Inc. ("D&B") and that the copyright to the Licensed Content is and shall remain with D&B. Subscriber also agrees that Subscriber will not use any D&B trade name, trademark, service mark, logo, or copyrighted materials in any manner without the prior written approval of D&B.

3. Licensed Content is licensed to Subscriber for its internal business use and for no other purpose. None of the Licensed Content may be made available in whole or in part to any third party. Subscriber agrees that Subscriber is expressly prohibited from using the Licensed Content as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family or household purposes, or (ii) employment. Subscriber shall not use the Licensed Content in any way that: (A) infringes, misappropriates, or violates a third party's intellectual property or proprietary rights, including rights of privacy and publicity; (B) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; or (C) is fraudulent, false, misleading, or deceptive. In addition, Subscriber may not use Licensed Content or any enhancements, modifications or derivative works from and of the Licensed Content in whole

or in part (including in anonymized form) in connection with any artificial intelligence technology for any purpose, including, but not limited to (i) to train, influence or optimize, or as a source for, any artificial intelligence tools, (ii) to develop a substitute for the Licensed Content, (iii) to train any large language model, (iv) or for research purposes. The term artificial intelligence as used in this Agreement includes machine-based systems that are designed to operate with varying levels of autonomy, and that can, for a given set of objectives, generate predictions, recommendations, content or decisions that influence real or virtual environments.

4. Licensed Content furnished hereunder may be used throughout the term of this agreement. Upon expiration or termination of the license period or this agreement, Subscriber shall immediately destroy all originals and copies of any D&B Licensed Content, and any derivatives of the Licensed Content, and upon request, provide D&B or CDP with certification thereof.

5. Subscriber agrees to indemnify, defend, and hold harmless D&B and its licensors and providers from any claim or cause of action arising out of or relating to use of the Licensed Content by (i) individuals or entities which have not been authorized by this agreement to have access to and/or use the Licensed Content and (ii) Subscriber, when such use may be in violation of these terms.

6. Subscriber acknowledges that D&B and its licensors and providers make no representations or warranties of any kind with respect to the accuracy, current-ness, completeness, timeliness, merchantability, or fitness for a particular purpose of the Licensed Content or of the delivery mechanism through which the Licensed Content is provided.

7. Subscriber agrees that D&B and its licensors and providers will never be liable for consequential, incidental, special, punitive, or other indirect damages, even if advised of the possibility of such damages. Subscriber also agrees that D&B and its licensors' and providers' aggregate liability, if any, for any and all losses, damages, or injuries which Subscriber suffers arising out of any acts or omissions of D&B in connection with this agreement, regardless of the cause of the loss, damage, or injury (including negligence) and regardless of the nature or equitable right claimed to have been violated, shall never exceed the amount paid by Subscriber for the Licensed Content or \$10,000, whichever is greater.

8. Customer agrees that D&B is a third party beneficiary of these terms.

### **IEA Emissions Factors Third Party License Terms**

1. This notice contains contractual terms which apply in addition to those applicable to the relevant service(s) provided to you the subscriber (the "Subscriber") by CDP Operations Ltd ("CDP") in the event that those services involve the provision to you of emissions data which has been generated using emissions factors provided by the International Energy Agency/OECD ("IEA Emissions Factors Data"). The Subscriber shall hold CDP harmless from any losses which result from any breach of these terms.

2. The Subscriber's use of IEA Emissions Factors Data is subject to the following restrictions and conditions:

i. The Subscriber shall not provide emissions information from the IEA Emissions Factors Data to the companies that the emissions information is about.

ii. The Subscriber may permit no more than twenty (20) individual end users to access the IEA Emissions Factors Data.

iii. The IEA Emissions Factors Data is also subject to the following terms which the Subscriber agrees to by continuing to use the Services [Terms of Use for Non-CC Material – Terms - IEA](#)

### **S&P Third Party Data Licence Terms Notice**

1. This notice contains contractual terms which apply in addition to those applicable to the relevant service(s) provided to you the subscriber (the “Subscriber”) by CDP Operations Ltd (“CDP”) in the event that those services involve the provision to you of data (“S&P Data”) provided to CDP by S&P Global Market Intelligence LLC (“S&P”).

2. Subscriber shall not further distribute the S&P Data received through the services unless the Subscriber has received prior written permission from S&P to do so (“Authorization”). Subscriber agrees and acknowledges that Authorization shall be provided for Subscriber only if such Subscriber is authorized pursuant to separate, legally binding written agreement with S&P to receive the S&P Data (“S&P Customer Agreement”).

3. Subscriber shall not further redistribute the S&P Data (including any calculations) except in the following very limited circumstances:

(i) Subscribers may be permitted to redistribute the S&P Data solely for the purposes of making regulatory disclosures to the relevant regulatory or supervisory body in an anonymised or aggregated manner; and

(ii) subject to a Subscriber receiving Authorisation from S&P.

4. S&P is a reseller of third party data which may itself be subject to third party data terms beyond those of S&P which may be found at the following link: [third-party-provider-additional-terms-and-conditions.pdf](#)

5.1. Neither CDP, S&P, their affiliates nor any of their suppliers shall have any liability for the accuracy or completeness of the information or software furnished through the service, or for delays, interruptions or omissions therein nor for any lost profits, indirect, special or consequential damages;

5.2. Services are not investment advice and a reference to a particular investment or security, a credit rating or any observation concerning a security or investment provided in the S&P Data is not a recommendation to buy, sell or hold such investment or security or make any other investment decisions;

5.3. S&P, their affiliates or their suppliers have exclusive proprietary rights in the S&P services and any information and software received in connection therewith;

5.4. Subscriber shall not use or permit anyone to use the S&P services for any unlawful or unauthorized purpose;

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5.5. The S&P Data is provided for Subscriber's internal use only subject to the relevant terms between the Subscriber and CDP and Subscriber is not authorized or permitted to distribute or otherwise furnish such information or software to any third-party without prior written approval of S&P;

5.6. Access to the S&P services is subject to termination in the event that any agreement between CDP and S&P terminates for any reason; and

5.7. S&P may enforce its rights against Subscriber as the third-party beneficiary of the customer agreement, even though S&P is not a party to the customer agreement.