OpenCorporates Limited Enterprise API Terms

These are the terms under which OpenCorporates Ltd, a company registered in England (company number 07444723), and whose registered office is at Aston House, Cornwall Avenue, London N3 1LF ("we", "us", "our"), permits you to use the OpenCorporates API accessible at api.opencorporates.com ("*our API*") to access *Our Data*.

Use of the *API*

1. From the *delivery date* we will make *our API* available so that you may submit queries to *our API* using a unique *API key*.

2. Your use of *our API* is subject to the following restrictions:

    a) Any use you make of the API in excess of any *usage restrictions* (for example as to the number of queries per month) is not included in the *fees* and is subject to an additional charge ("*surge charge*") unless *surge charge* functionality is disabled, in which case you will not be able to make use of the API in excess of the *usage restrictions*. Pool accounts are operated on a different basis (see below for details).

    b) You may not disclose the *API key* to anyone other than your staff or contractors that are under an obligation to keep the *API key* in confidence and you shall take all reasonable steps to ensure that no one else has access to, or uses, the *API key*, including by limiting the internal disclosure of the *API key* only to those who need to know it for the purposes of exercising your rights under this agreement.

    c) Regardless of any *usage restrictions*, you may not exceed 5 queries per second in any event and we are under no obligation to ensure that our API is able to respond to queries made more frequently than this.

3. We may:

    a) make modifications to *our API* at any time and for any reason, provided that we do not remove substantial functionality; and

    b) make changes to the *API policy* that are reasonable in the context of the business we provide, for example, in order to comply with any conditions placed on us by suppliers of data to us or to comply with any changes in the law.

Pool Accounts

4. If you have a "pool account", your subscription will allocate you a number of queries. You may, subject to other restrictions such as any cap on the number of queries per second, use these queries whenever you wish within the *fixed term*. Any of your allocation that remains unused at the end of *fixed term* will be lost and may not be carried forward, even if you agree to a new subscription that follows on from your existing one.

Use of the *API data*

5. Subject to the remainder of this agreement, in particular any restrictions under this subheading or

qualifications under the subheading “intellectual property”, we grant you a licence to use the *API data* for the duration of this agreement in the form of the “internal use licence” or the “external distribution licence” as selected in the *order form* and as defined below. If both licences are selected in the *order form,* then you may do anything permitted under the external distribution licence in addition to anything permitted under the internal use licence.

6. **Internal use licence**: The *internal use licence*, is a worldwide, perpetual, irrevocable, non-exclusive and non-sublicensable licence to do anything with the *API data* which our *intellectual property rights* would entitle us to do, subject to the following rules:

    a) API data may be used solely by your staff or your contractors; and

    b) You may not communicate the API data or any part of it to any third party; nor may any third party be given access to the API data or any part of it.

    c) No product or service usable by any third party may make use of our API in order to function, regardless of whether the third party is able to make use of specific API data and regardless of the form in which the product or service is delivered.

7. **External distribution licence**. The *external distribution licence*, is a worldwide, perpetual, irrevocable, non-exclusive and non-sublicensable licence to distribute the *API data* but only in the form of a derivative work or works consisting of some or all of the *API data* amalgamated with other data such that:

    a) any recipient of the derivative work or works does not receive any substantial part of the *API data* that is not combined with other data; and

    b) a reasonable person in your industry would consider the derivative work or works to have “added value” to the *API data*.

8. Irrespective of the *licence type* that applies to you, you shall not permit any third party to use the *API data* in breach of our *intellectual property rights.*

9. Where the “*restricted_for_marketing*” field has been set in any API data returned to you (“restricted data”), the jurisdiction from which we have obtained the restricted data has imposed conditions on the use of that data in the nature of a restriction on marketing or advertising, accordingly you:

    a) shall ensure that you have consulted the restrictions advertised for that specific jurisdiction, before making use of any of the restricted data;

    b) may not use the restricted data for any purpose prohibited by that jurisdiction;

    c) may not use the restricted data for marketing or advertising purposes in any event.

Fees and Payment

10. You shall pay us the *fees* annually in advance, with the first payment to be made no later than the *start date* and each subsequent payment no later than each anniversary of the *start date* thereafter.

11. For each access to the *API* submitted by you in excess of any *usage restriction* (for example in excess of a monthly allowance) will be charged to you as a *surge charge* at the *surge charge rate*, unless *surge charge* functionality has been disabled. *Surge charges* will be invoiced to you at the end of the month in which they occur and are payable within 14 days of the date on the invoice.

12. Payment terms are included in the *order form*.

Attribution and publicity

13. It is important to us that credit is given where it is due. If you distribute *API data* in the form of a derivative work or works, you shall identify us as the original source of the *API data* in a manner customary for the medium which you are using – where possible by displaying the phrase “Powered by OpenCorporates” together with our logo.

14. We are permitted to use your name and/or logo to publicise the fact that we have supplied data to you and the use made by you of the data.

15. We and you therefore grant each other a mutual, worldwide, perpetual, royalty-free, and non-sublicensable licence to use each other’s name and/or logo or other form of branding but only for the purpose of giving effect to the clauses under this section.

Intellectual property

16. Nothing in this agreement shall be interpreted as an assignment of any rights (including *intellectual property rights*).

17. Any licences of *intellectual property rights* granted under this agreement in relation to the *API data* cover only those *intellectual property rights* that:

    a) belong to us; and

    b) subsist in the API data we supply to you through our API.

Duration and Renewal

18. **Term and Renewal.**

    a) **Initial Term.** This agreement shall commence on the Start date specified in the applicable *order form* and shall continue for the initial period set out therein (the "Initial Term").
    b) **Automatic Renewal.** Upon the expiration of the Initial Term, this agreement shall automatically renew for a further period of twelve (12) months, and thereafter, shall renew for a subsequent period of twelve (12) months on each anniversary of the first renewal date (each being a "Renewal Date").
    c) **Notice of Non-Renewal.** Either party may prevent the automatic renewal of this agreement by providing written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term.
    d) **Renewal Pricing.**
        i) Unless otherwise agreed in writing in the applicable *order form*, fees for any Renewal Term shall be charged at OpenCorporates' then-current standard list prices, and any one-time incentives or multi-year discounts applied during the Initial Term shall not automatically apply to subsequent Renewal Terms.
        ii) OpenCorporates reserves the right to increase the Fees upon commencement of each Renewal Term (with effect from each Renewal Date), subject to the following provisions:
            1) Any such fee increase applied for a Renewal Term shall be calculated in line with the percentage increase in the relevant inflation index over the preceding twelve (12) month period, using the latest available published figure prior to the applicable Renewal Date:
                (a) For *order form*s specifying Fees in GBP (£), the applicable index shall

be the UK Retail Prices Index (RPI).

(b) For Order Forms specifying Fees in USD ($), the applicable index shall be the US Consumer Price Index (CPI).

iii) **Fixed Initial Term Fees:** For the avoidance of doubt, Fees shall remain fixed for the duration of the Initial Term (including multi-year Initial Terms specified in an Order Form) , and no indexation increase under this subsection 18(d) shall take effect prior to the first Renewal Date.

e) Any of your allocation that remains unused at the end of the Initial Term will be lost and may not be carried forward**,** even if you agree to a new subscription that follows on from your existing one into a subsequent contract year or Renewal Term.

19. We may terminate this agreement at any time by giving you notice:

a) if you commit a material breach of this agreement and, if it is capable of remedy, you do not remedy it within thirty (30) days of us notifying you of the breach; or

b) we are required to do so by law for any reason.

20. If this agreement is terminated early, you will not be entitled to a refund of any proportion of the fees (except where you terminate because of a significant reduction in the availability of data – see under "data and data quality").

21. In addition to our right to terminate this agreement, we suspend your access to our API at any time by giving you notice if we reasonably believe that:

a) you have used our API, or the API data in any way that is contrary to any of the terms of this agreement;

b) you have failed to pay any sum that is due to us; or

c) we are required to do so by law for any reason.

22. If we suspend your access to our API but our reasonable belief was unfounded, we will refund you a portion of the fees calculated pro rata for the time during which you access to our API was suspended.

Data and data quality

23. To the extent that *API data* contains *personal data*, each party shall be a separate *controller* of the *personal data* and shall be solely responsible for its own *processing* of the *personal data*.

24. **Warning**: We obtain data from third party sources, in many cases without any clear provision for sublicensing. We make no warranty as to (i) our ownership of the *API data* and (ii) that your use of the *API data* will comply with applicable laws. We do make reasonable efforts (to the extent that we are aware of their existence) to ensure that a link to the *source terms* is available via the *API*. You are responsible for ensuring that your use of the *API data* for whatever purpose you use it is permitted.

25. Our "legal entity resolution" API is an optional service which attempts to identify a legal entity based on information you give us. It represents no more than a guess by our algorithms as to the most likely entities matching your query. We are not liable if that guess is misleading or wrong. You should ensure that you cross-check any result before acting on it.

26. **Warning**: We collect data from public sources over which we have no control and we are therefore unable to ensure that any of the contents of the *API data* are accurate, complete or otherwise of any particular quality. Accordingly, we disclaim any liability for the accuracy, completeness, freedom from

infringement of third-party rights or any other quality or absence of quality of the *API data* except to the extent of our commitment under the data quality SLA.

27. **Warning**: The public data sources made available as *our data* may change. We may include new public data sources, or be constrained to withdraw them, and accordingly *our data* will change. Although in our experience it is a rare occurrence, we cannot rule out a provider withdrawing the whole, or any part of, a public data source. We have no control over what decisions providers make and may have no or little advance warning of their proposed action. Accordingly, we cannot promise that any particular data will be available as part of *our data* and we disclaim any liability for the removal of any public data set from *our data*. However, if the number of records contained in *our data* is reduced by 30% or more from the number present at the start date, you may terminate the agreement and we will refund *pro rata* the cost of any unused calls to the *API*.

Limitation of liability

28. There will be occasions (for example when carrying out maintenance) when the *API* will not be available. Provided we remain within our service level commitments set out in Annex A we will not be liable for any periods during which the *API* is not available. We do not commit ourselves to any higher availability than that set out in Annex A. Where we breach the service level commitments set out in Annex A, your sole remedy will be set out in that Annex and you shall not be entitled to damages, or to terminate this agreement, in addition.

29. Our cumulative maximum liability to you under or in connection with this agreement shall, irrespective of the basis of the claim, be capped to the lesser of (i) an amount equal to the fees paid to us in the preceding 12 month period (ii) £50,000.

30. We shall not be liable to you for any consequential, indirect or special losses or for any of the following (whether direct or indirect): loss of profit or savings, loss of opportunity or contract, loss of reputation or goodwill, loss or damage to equipment, loss or corruption of data, loss or corruption of software or systems.

31. But, this agreement does not limit or exclude liability where such limitation or exclusion would not be permitted by applicable law.

Notices

32. Any notices that need to be sent under this agreement shall be written in English, sent by email to the receiving party's email address and deemed received when the receiving party's email server transmits a success code to the sending party. Our email address is legal@opencorporates.com. Your email address is the most recent one you have entered on our system through your account.

Law and jurisdiction

33. This agreement shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising in connection with it.

Third party rights

34. Nothing in this agreement is intended to give rights to anyone not a party to it.

Definitions

35. In this agreement, *"controller"*, *"personal data", "processing"* have the same

meaning as in the UK General Data Protection Regulation.

36. In this agreement, the following words shall have the following meanings set out below:

a) *"API data"* means all data you obtain through our API;

b) *"API policy"* means the policy published at https://opencorporates.com/public-records-privacy-policy;

c) *"delivery date"* is specified in the order form;

d) *"fees"* means initially, the fees set out in the order form;

e) *"fixed term"* means the period specified in the order form for the duration of this agreement;

f) *"intellectual property rights*" means any property right capable of subsisting in the API data under whichever law of property is applicable as the case may be;

g) *"licence type"* means either an *"internal use licence"* or an *"external distribution licence"* as specified in the order form;

h) *"order form"* means the order form you signed when entering this agreement;

i) *"our data"* means the Open Corporates database of the corporate world, at the date of the order form¸ as advertised by us, and thereafter as modified by us from time to time in accordance with this agreement;

j) *"source terms"* means any explicit licence or condition imposed by a third party data source relating to the use of any data that forms a part of the API data;

k) *"start date"* means the date set out on the order form;

l) *"surge charge"* means a charge payable by you for submitting API requests in excess of any usage restrictions;

m) *"surge charge has been disabled"* means that you and we have agreed (whether by specifying it in the order form or otherwise agreeing) that the normal surge charge functionality shall not operate, so that usage restrictions become hard limits.

n) *"surge charge rate"* means double, so that the surge charge for a certain number of API requests in excess of the usage restrictions will be twice the normal price (pro rata) of that number;

o) *"usage restrictions"* means any restrictions as to use of our API set out in the order form.

Annex A

Service Levels

Availability

1. Our commitment to a particular service level, expressed as a percentage of time for which the service is available (whether in this Annex or in the order form) is subject to the exclusions set out in this Annex.

2. Unless otherwise stated in the order form our monthly service level commitment is to 99.5% availability of our API.

Exclusions

3. The following periods of time are to be disregarded when computing the proportion of time for which our API is available:

    a) Any period of *scheduled maintenance*.

    b) Any period for which we are unable to make *our API* available for reasons beyond our control.

    c) Any period of suspension of your access to our API which we are entitled to enforce in accordance with this agreement.

4. Our obligation to make our API available extends only to ensuring connectivity to the Internet and the proper responses to any traffic coming from the Internet, it does not extend to ensuring that packets traverse the Internet. For example, the failure of any networking equipment outside our direct control shall not be treated as making our API unavailable, regardless of whether you are able to access it or not.

Remedy (service credits)

5. If, in any period of five consecutive days, we breach the service levels set out in this Annex, then 50% of your monthly allowance of API calls shall be added to your allowance in the following month (a service credit), subject to the following:

    a) The periods of five consecutive days do not overlap. If you receive service credits for a period of five days, those days shall not count in computing any further breach.

    b) The monthly allowance refers to the month in which the first of the five consecutive days may fall.

    c) If you have an allowance that may be used over periods of longer than a month, then the monthly allowance will be apportioned pro rata to each month. For example, where you have a pool account permitting you to use a certain number of queries over an entire year, the “monthly allowance” will be one twelfth of that number.

    d) If you receive service credits for a period falling after the end of this agreement then:

        (i) if you have entered into a new agreement with us, they shall be added to your first monthly allowance in the new agreement.

        (ii) otherwise, this agreement shall be extended for an additional month.

    e) Service credits may not be used after the month to which they have been assigned.

Maintenance

6. In this annex, "*scheduled maintenance*" means any period for which our API is unavailable that:

   a) we have advertised no less 7 days in advance;

   b) lasts no longer than 8 hours in any 24 hour period during any weekend or bank or public holiday in England; or

   c) 2 hours in any 24 hour period on any other day.

   When we announce the scheduled maintenance we will also inform you about the amount of potential downtime.

OpenCorporates – Enterprise API Order Form

Customer Order Form			
Customer name		Order Form Expiry:	
Company registration number		Incorporated in:	
FEIN / VAT number		Purchase Order Number:	
Customer contact			
Role			
OpenCorporates identifier	URL link from OpenCorporates.com		
Address			
Country			

Contact details			
Accounts contact (for invoice)		Technical contact (for delivery)	
First name		First name	
Last name		Last name	
Role		Role	
Email		Email	
Telephone		Telephone	

License and Contract Type			
Contract term	24 months		
Start Date:		End Date:	
Data Product (incl. usage restrictions)	**Volume**	**Licence**	**Annual Fee ($ or £)**
Pool API Account Enterprise API Account	**12,000 per month** **120,000 per annum** (usable at any time during the contract year)	*Internal use licence* *Internal use and external distribution licences*	
		Year 1 Annual Fee Subtotal	
		Multiple Year Incentive -5%	-($XX,XXX)
		Speed of Order Incentive -5%	-($XX,XXX)
		Multiple Product Incentive -5%	-($XX,XXX)
		Public Attribution Incentive -5%	-($XX,XXX)
		Year 1 Annual Fee Total	
		Year 2 Annual Fee Total	

Additional terms

Governing Terms: This Order Form is subject to and incorporated by reference the OpenCorporates Enterprise API Terms and Conditions (including Annex A - Service Levels) attached hereto. By signing below, the Customer agrees to be bound by such terms. In the event of any conflict or inconsistency between the terms of this Order Form and the Enterprise API Terms, the terms of this Order Form shall prevail to the extent of such conflict.

API key will be delivered within five (5) working days of payment of the Annual Fee.

You may not exceed five (5) queries per second in any event and we are under no obligation to ensure that our API is able to respond to queries made more frequently than this.

Payment details

Name: OpenCorporates Ltd |Bank: Royal Bank of Scotland | Sort code: 160102 | Swift / bic: RBOSGB2L |IBAN: GB78RBOS16010210203953 | Account number: 10203953

Payment schedule

Payment of the Annual Fee is due within fourteen (14) calendar days from the Start Date specified above on this of this Order Form ("Payment Term").

OpenCorporates shall have the right to charge interest on overdue payments at the rate equal to the lesser of (a) ten percent (10%) per month or (b) the maximum allowed under applicable law.

OpenCorporates		Customer	
Date		**Date**	
Name Printed	**Abhishek Nayak**	**Name Printed**	
Role	**CFO**	**Role**	
Email	**abhishek.nayak@opencorporates.com**	**Email**	
Signature		**Signature**	