

# IMPORTANT PLEASE READ CAREFULLY

## STATPRO REVOLUTION TERMS OF USE

A STATPRO REVOLUTION PORTFOLIO ADMINISTRATOR HAS GRANTED YOU ACCESS TO THE STATPRO REVOLUTION PORTFOLIO ANALYTICS AND REPORTING PLATFORM. SUCH ACCESS IS SUBJECT TO HIS APPROVAL ONLY AND STATPRO SHALL NOT BE LIABLE FOR ANY SUSPENSION OF THE SERVICE IF DECIDED BY THE PORTFOLIO ADMINISTRATOR.

**YOU MUST READ THESE TERMS CAREFULLY BEFORE INDICATING ACCEPTANCE BY CLICKING THE "I ACCEPT" BUTTON AT THE END.**

**BY CLICKING THE "I ACCEPT BUTTON" YOU AGREE THAT ANY AND ALL PERSONAL INFORMATION OBTAINED FROM YOU BY STATPRO RELATING TO THIS AGREEMENT AND STATPRO REVOLUTION IS SUBJECT TO STATPRO'S PRIVACY POLICY, LOCATED AT [http://www.statpro.com/bottom\\_navigation/privacy\\_policy.aspx](http://www.statpro.com/bottom_navigation/privacy_policy.aspx).**

**IF YOU DO NOT AGREE TO ANY OF THE TERMS, INCLUDING THE PRIVACY POLICY, CLICK ON THE "I DO NOT ACCEPT" BUTTON AT THE END AND YOU WILL NOT BE PERMITTED TO ACCESS AND USE STATPRO REVOLUTION.**

**A COPY OF THE LATEST VERSION OF THESE TERMS OF USE CAN BE READ AT <http://statpro.com/sr-tou>. ANY NEW VERSION OF THESE TERMS OF USE WILL BE DISPLAYED UPON LOG IN AND MAY REQUIRE YOU TO READ AND RE-ACCEPT IN ORDER TO CONTINUE USAGE OF STATPRO REVOLUTION.**

## 1. INTERPRETATION

### 1.1. DEFINITIONS

When used, the following terms will have the meanings given to them below:

- (a) **"Access User"** means one or more third parties who You may share or invite to direct access to StatPro Revolution as a User;
- (b) **"Account"** means the individual StatPro Revolution login account and associated password that is unique to each User of StatPro Revolution and any additional Optional Modules if applicable;
- (c) **"Agreement"** means these Terms of Use and amendments hereto;
- (d) **"Business Hours"** means Monday to Friday 9.00am to 5.30pm local time each Working Day;
- (e) **"Client Data"** means any data, material and information submitted or disclosed by You ("Client Data") solely for purposes of making StatPro Revolution available to You;
- (f) **"Confidential Information"** has the meaning given to it in clause 4.1;
- (g) **"Content"** means the audio and visual information, documents, software, products and services contained in or made available via the StatPro Revolution Service, other than Client Data;
- (h) **"Data Source"** means the name or mark of any data Supplier that is made available to You within StatPro Revolution;
- (i) **"Effective Date"** means the date You accepted this Agreement;
- (j) **"Intellectual Property Rights"** means copyrights, registered designs, patents, trademarks, service marks, design rights (whether registered or unregistered), database rights applications for any of the above, rights to extract data, trade secrets, rights of confidence, StatPro Marks and all other similar rights recognized in any part of the world;
- (k) **"Optional Modules"** means any product or service available for subscription in StatPro Revolution via the StatPro Revolution App Store whether a StatPro or a Third Party Partner product or service. Subscription to such modules may require acceptance of specific terms and conditions;
- (l) **"Portfolio"** means a portfolio entity as inputted, maintained and analysed within StatPro Revolution. A Portfolio consists of Securities with associated analyses settings and an associated benchmark if applicable;

- (m) **“Portfolio Administrator”** means the person able to create and administrate users of StatPro Revolution with the ability to grant and revoke access to the platform;
- (n) **“StatPro”** means StatPro S.A., a company registered in Luxembourg (Register of Companies and Trade B 79049) whose office is at 148-50 Boulevard de la Petrusse, L-2330 Luxembourg;
- (o) **“StatPro Group Entities”** means the corporate bodies ultimately owned by StatPro Group Plc, which provide all components, operations, services, licenses, expertise, support or otherwise of StatPro Revolution;
- (p) **“StatPro Revolution”** means StatPro’s online software-as-a-service portfolio analysis and reporting platform, the features and functionality from time to time of which are set forth on the StatPro web site at <http://www.statpro.com/revolution>;
- (q) **“StatPro Revolution-i”** means the downloadable, data extract and reporting application available from StatPro as an Optional Module to clients of StatPro Revolution.
- (r) **“Securities”** means all individual constituents of a portfolio including but not limited to stocks, plain and structured bonds, mutual funds, futures, options or custom user priced securities;
- (s) **“StatPro Marks”** means all names, terms, catchphrases, taglines, logos, trades and other marks, including without limitation the terms “STATPRO”, “STATPRO Ltd”, “Powered by StatPro” and “StatPro Revolution” now or hereafter used by StatPro in relation to any of its business interests and/or in any of its marketing materials, including on its website or the websites of its clients;
- (t) **“Supplier”** means any third-party provider of Supplier Data;
- (u) **“Supplier Data”** means any data supplied to You by a Supplier in accordance with clause 3.1;
- (v) **“Support Team”** means the support team assigned to assist You with StatPro Revolution support issues who can be contacted via the “Support” section within StatPro Revolution;
- (w) **“Term”** has the meaning set forth in clause 5.1;
- (x) **“Third Party Partner”** means an entity providing Optional Modules available to You via the StatPro Revolution App Store;
- (y) **“User”** means person or persons accepting these Terms of Use who are authorized by StatPro to use StatPro Revolution and any additional Optional Modules if applicable;
- (z) **“Working Day”** means any day other than a Saturday, Sunday, 1<sup>st</sup> January, Christmas and Easter;
- (aa) **“You” or “Your”** means the legal entity for which You are accepting this Agreement.

## 2. LICENCE GRANT & RESTRICTIONS

StatPro grants to You a non-exclusive, limited, non-transferable, revocable license to access and use StatPro Revolution, including any modified or replacement versions made available from time to time solely for Your own business purposes, without the right to sub-license such rights, on the terms and subject to the conditions of this Agreement.

Under the license granted by the present Agreement, You may print out, or otherwise make printed or electronic copies of the reports and other information generated from Your access and use of StatPro Revolution.

Subject to restrictions imposed by Third Party Partners related to Supplier Data and Your level of accreditation, You may share or invite third parties to directly access StatPro Revolution. Such access shall be subject to all the terms of these Terms of Use, StatPro’s initial and continuing consent in its discretion and remain subject to third parties prior acceptance of the Terms of Use.

You may also access and/or export some data. However, You shall not remove Data Source(s) from any results generated and/or exported from Your access and use of StatPro Revolution. Removal of Data Source(s) shall be considered as a breach of the present Agreement for which You will be held liable.

In the course of using StatPro Revolution, You may process Your own data, data provided by StatPro or by a Supplier if You have been granted access to such Supplier Data and retain the benefit of such processing but in any circumstances StatPro shall have no liability whatsoever for any errors or defects therein, or for any impact they may have upon You or Your business.

If applicable, StatPro also grants You a non-exclusive, limited, non-transferable, revocable license to access and use StatPro Revolution-i Optional Module, including any modified or replacement versions made available from time to time solely for Your own internal business purposes, without the right to sub-license such rights, on the terms and subject to the conditions of this Agreement.

If You have been granted access to StatPro Revolution-i, You are permitted to use the module to extract and report on StatPro Revolution data within Your Account. You are allowed to generate reports by using the standard report templates made available, by editing the standard report templates, or by creating new report templates. You are also permitted to extract StatPro Revolution data from Your Account into other electronic file formats supported by StatPro Revolution-i to incorporate into local applications within Your own IT environment.

### 3. USE OF STATPRO REVOLUTION

#### 3.1. OPTION OF ACCESS TO SUPPLIER DATA

StatPro Revolution includes optional access to third party Supplier data.

By opting to be granted such access, You agree to comply with the terms and conditions of access to such Supplier Data and under the terms and conditions agreed with the Supplier.

The Supplier may require You to enter into a separate subscriber agreement as a condition of access to the Supplier Data.

Unless specifically agreed upon in writing with the Supplier, You:

- a) will use the Supplier Data for Your internal business purposes only;
- b) will not distribute the Supplier Data in any form or manner to any third party;
- c) will not allow any third party other than Your employees to use the Supplier Data;
- d) will not use the Supplier Data on behalf of or for the benefit of any third party;
- e) acknowledge that the Supplier(s) and/or any relevant third party information providers are the owners of the Intellectual Property Rights of the Supplier Data;
- f) will not remove any copyright or other proprietary notices incorporated into the Supplier Data;
- g) will not use or exploit the Supplier Data or permit any third party to use or exploit the Supplier Data for the purpose of creating (whether for Your own purposes or on behalf of any third party) any financial product or service the aim of which is to match the performance of any of the Supplier Data, or whose capital and/or income value is related to any of the Supplier Data;
- h) will not use the Supplier Data in any way or for any purpose that would require a separate license from the Supplier(s) or any third party information provider;
- i) shall not, other than expressly permitted in Supplier's subscription agreement:
  - i. alter, modify or adapt any component of the Supplier Data, including, but not limited to, translating, decompiling, disassembling, reverse engineering or creating derivative works; and

- ii. resell or otherwise transfer or make the Supplier Data, or any part of the component thereof, available to any other person or organization (including, without limitation, Your present and future parents, subsidiaries or affiliates) directly or indirectly, for any of the foregoing or for any other use, including, without limitation, by loan, rental, service bureau, external time sharing or similar arrangements;
- j) acknowledge and agree that:
  - i. the Supplier may, in its sole and absolute discretion and at any time, terminate Your rights to receive and/or use the Supplier Data; and
  - ii. provision of the Supplier Data is subject to termination in the event that the relevant agreement between StatPro and the Supplier is terminated in accordance with its terms.

Supplier Data will be provided by the Supplier. StatPro shall not be responsible for and shall not accept any liability of whatsoever nature in respect of any fault, inaccuracy, omission, delay or any other failure of the Supplier Data. You hereby acknowledge that StatPro will incur no liability of whatsoever nature and offer no warranty of whatsoever nature in respect of the Supplier Data or the service of the Supplier.

### 3.2. YOUR OBLIGATIONS

You shall:

- (a) only use StatPro Revolution in the manner and for the purposes expressly specified in this Agreement;
- (b) except as expressly provided in this Agreement, not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit StatPro Revolution in any way;
- (c) except as expressly provided in this Agreement, not have any rights or ownership, either express or implied, in (i) StatPro Revolution; (ii) any source or object code generated by StatPro Revolution; or (iii) any Intellectual Property Rights in StatPro Revolution or any StatPro materials;
- (d) not create internet “links” to StatPro Revolution or “frame” or “mirror” any Content on any other server or wireless or internet based device;
- (e) not reverse engineer or access StatPro Revolution in order to (i) build a competitive product or service using similar ideas, features, functions, Content or graphics of StatPro Revolution or (ii) copy any ideas, features, functions, Content or graphics of StatPro Revolution (except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties);
- (f) except as expressly provided in this Agreement, not copy, reproduce, republish, upload, post, transmit or distribute StatPro Revolution or any portion thereof, or facilitate or permit Your employees or third parties to do so;
- (g) not incorporate or allow StatPro Revolution to be incorporated in any other software;
- (h) not attempt to access any systems, programs or data of StatPro that are not licensed under this Agreement, or otherwise made available by StatPro;
- (i) not use any device or software to interfere or attempt to interfere with the proper operation of StatPro Revolution;
- (j) be solely responsible for all activities that occur within StatPro Revolution under Your Account;
- (k) safeguard Your Account from access by anyone other than You; and
- (l) not delete or in any manner alter any StatPro Marks, notices, disclaimers or other legends contained in StatPro Revolution or appearing on any screens, documents, reports, numeric results or other materials obtained by You through use of StatPro Revolution.

### 3.3. CLIENT DATA

You hereby grant to StatPro a non-exclusive, limited, non-transferable and revocable right, during the Term, to store, host, maintain and reproduce (for backup purposes only), any data, material and information submitted or disclosed by You ("**Client Data**") solely for purposes of making StatPro Revolution available to You.

### 3.4. ACCOUNT, PASSWORDS AND SECURITY OF ACCOUNT INFORMATION

You shall receive Your Account information from the Portfolio Administrator. This Account may be used only by You. You shall maintain the confidentiality of the Account, and be solely responsible for all activities that occur under Your Account. You shall notify StatPro immediately of any unauthorized use or loss of any Account or any other breach of security with respect to Your use of StatPro Revolution.

### 3.5. SECURITY

StatPro use commercially available security software and apply industry best practice for authentication and encryption of Client Data. StatPro will take such other security measures as may be required by regulatory authorities with jurisdiction over StatPro Revolution. Client Data is managed in accordance with the ISO27001 information security standard but You acknowledge that transmission of data over the internet may not be fully secure, even after such security measures have been taken. You will hold StatPro harmless from the dissemination, misappropriation, loss or corruption of Client Data caused by third parties.

## 4. CONFIDENTIALITY

### 4.1. DEFINITION OF CONFIDENTIAL INFORMATION

For the purpose of this Agreement, "**Confidential Information**" means any data or information that is of value to StatPro or You (the relevant party referred to in this clause 4 as the "**Discloser**"), that is not generally known in the industry or to competitors of the Discloser, as applicable, and is identified as being confidential at the time of disclosure or would be understood by the Parties, exercising reasonable business judgment, to be confidential, and includes but is not limited to:

- (a) Client Data, technical, functional, financial and business information and models, information relevant to the current or proposed business plans of the Discloser, reports, market projections, research, software, patents, trade secrets, analyses, work papers, designs, drawings, models, comparisons, studies, or other documents which contain such information, including the source code and executable code of the StatPro Revolution software; or
- (b) information of the Discloser's parent, affiliates, employees, agents, clients; or
- (c) any material or documents prepared by the Party hereto other than the Discloser (referred to in this clause 4 as the "**Recipient**"), based on or containing any information disclosed by the Discloser (whether or not subject to copyright, patent or trademark, registered or unregistered, or to trade secret protection) which has been or is disclosed or communicated (whether in writing, orally or by the Recipient observing process or operations) during or after the Term by the Discloser to the Recipient, provided however that:
  - (i) the designation as Confidential Information will not apply to information which at the time of disclosure, or thereafter becomes, through no act or failure to act on the part of the Recipient, generally known or available to the public without breach of this Agreement; or

- (ii) the Recipient proves to have either been known to the Recipient at the time of disclosure of such information or developed by the Recipient independently of such disclosure; or
- (iii) hereafter furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to keep the information secret; or
- (iv) disclosed as required by statute or court order or decree, provided that prior to disclosing any information that would, but for this provision, be Confidential Information, the Recipient will:
  - notify the Discloser as soon as reasonably possible after the Recipient becomes aware that any party is seeking access to any Confidential Information through a statute or court order or decree;
  - provide reasonable assistance to the Discloser to prevent the disclosure in question, and
  - disclose only the minimum amount of such Confidential Information as is required in the reasonable opinion of Recipient's counsel.

#### 4.2. RECIPIENT TREATMENT OF CONFIDENTIAL INFORMATION

The Recipient covenants and agrees that it will:

- (a) not use the Confidential Information for any purpose other than to perform its obligations hereunder;
- (b) take all reasonable precautions, and in any event not less than those precautions used to protect its own confidential information, to keep the Confidential Information in the strictest confidence and to protect it from disclosure;
- (c) not authorize or permit any other person under its employ or control, without the prior written consent of the Discloser, to copy, reproduce, divulge, publish, or circulate any of the Confidential Information provided that the Recipient may disclose the Confidential Information to such of its employees solely for the purpose of meeting its obligations under this Agreement.

#### 4.3. RETURN OF CONFIDENTIAL INFORMATION

In the event of termination of this Agreement for any reason whatsoever, the Recipient will destroy any copies of Confidential Information disclosed hereunder in its possession or control and will certify upon request in writing to the Discloser that such actions have all been completed.

#### 4.4. OWNERSHIP OF CONFIDENTIAL INFORMATION

All Confidential Information disclosed hereunder remains the sole and exclusive property of the Discloser and neither this Agreement nor any disclosure made hereunder grants any right, title or interest, by license or otherwise, in or to any Confidential Information disclosed hereunder to the Recipient thereof.

### 5. TERM AND TERMINATION

#### 5.1. TERM

Access to StatPro Revolution will commence on the Effective Date and is subject to the Portfolio Administrator who granted You such access until it is disabled (the "Term"). If You have been granted access at the request of, from or

through a third party, the suspension, cancellation or termination of the third party's rights shall simultaneously suspend, cancel or terminate Your rights without penalty as a result thereof.

## 5.2. SUSPENSION, CANCELLATION AND TERMINATION FOR CAUSE

Your Account is subject to suspension or cancellation by StatPro at any time when StatPro may have a reasonable belief that such Account information is being misused, used by an unauthorized user or if You have materially breached this Agreement. The reissuance or reactivation of any Account shall be at StatPro's sole discretion.

You acknowledge and agree that StatPro's ability to license rights relating to data is contingent upon all rights, titles, licenses, permissions and approvals obtained by StatPro from third party suppliers pertaining to the collection, compilation, processing and distribution of such data and if any of these rights, titles, licenses, permissions and approvals is cancelled, terminated, rescinded or not renewed:

- a) Your rights to use the affected parts of the data shall automatically terminate;
- b) such termination shall not constitute a breach of StatPro's obligations under this Agreement;
- c) StatPro shall notify You as soon as practicable after it becomes aware of any such event.

## 5.3. SUSPENSION OF STATPRO REVOLUTION

StatPro reserves the right to suspend Your access to StatPro Revolution if You are in breach of this Agreement.

## 5.4. EFFECT OF TERMINATION

On the date Your access to StatPro Revolution is disabled:

- a) Your rights of access to Client Data and to the platform shall immediately cease, and
- b) Your Account shall be deleted within forty (40) days from the date of termination.

If You have granted access to StatPro Revolution to a third party, the suspension, cancellation or termination of Your rights shall simultaneously suspend, cancel or terminate the rights of such third party without penalty as a result thereof.

The terms of clauses 1 (Interpretation), 4 (Confidentiality), 6 (Liability), 7.2 (Intellectual Property Rights) and 13.6 (Law) shall survive any expiration or termination of this Agreement.

## 6. LIABILITY

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, STATPRO REVOLUTION IS PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATPRO DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING STATPRO REVOLUTION OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND ACCURACY;

STATPRO DO NOT WARRANT THAT STATPRO REVOLUTION IS OR WILL BE ACCURATE, FREE FROM DEFECTS, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS;

YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS;

STATPRO DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE PORTFOLIOS, SECURITIES, REPORTS, DATA, SCORES, RESULTS OR OTHER INFORMATION OBTAINED, GENERATED OR OTHERWISE RECEIVED BY YOU OR AN ACCESS USER FROM ACCESSING AND/OR USING STATPRO REVOLUTION OR OTHERWISE RESULTING FROM THIS AGREEMENT.

YOU SHALL USE STATPRO REVOLUTION AT YOUR OWN RISK. IN NO EVENT SHALL STATPRO BE LIABLE TO YOU OR AN ACCESS USER FOR ANY LOSS OR DAMAGE OF ANY KIND (EXCEPT PERSONAL INJURY OR DEATH RESULTING FROM STATPRO'S NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION AND ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW) ARISING FROM YOUR USE OR AN ACCESS USER'S USE OF STATPRO REVOLUTION, OR YOUR INABILITY OR AN ACCESS USER'S INABILITY TO USE STATPRO REVOLUTION OR FROM FAULTS OR DEFECTS IN STATPRO REVOLUTION WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE. WITHOUT LIMITING THE FOREGOING AND FOR THE AVOIDANCE OF DOUBT, STATPRO SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, APPOINTMENTS, GOODWILL, REPUTATION OR PURE ECONOMIC LOSS.

NEITHER STATPRO NOR YOU SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR TYPE (INCLUDING WITHOUT LIMITATION LOSS OF DATA, REVENUE, PROFITS, USE OR ECONOMIC ADVANTAGE).

THE EXPRESS TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE, CASE LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD STATPRO HARMLESS FROM ANY DIRECT LOSSES, LIABILITIES, DAMAGES, ACTIONS, CLAIMS OR EXPENSES (INCLUDING LEGAL FEES AND COURT COSTS) ARISING OR RESULTING FROM YOUR BREACH OF ANY TERM OF THIS AGREEMENT OR CAUSED BY (i) ACTS OR OMISSIONS PERFORMED BY YOU OR UNDER YOUR ACCOUNT INCLUDING INVOLVING OR WITH RESPECT TO ACCESS USERS AND (ii) ACTS OR OMISSIONS OF STATPRO INVOLVING OR WITH RESPECT TO ACCESS USERS PROVIDED SUCH ACTS ARE NOT INCONSISTENT WITH THE TERMS OF USE OR THIS LICENSE AGREEMENT. FOR THE AVOIDANCE OF DOUBT, YOU SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, APPOINTMENTS, GOODWILL, REPUTATION OR PURE ECONOMIC LOSS.

## 7. RESERVATION OF RIGHTS

### 7.1. SUSPENSION OF ACCESS TO STATPRO REVOLUTION

STATPRO RESERVE THE RIGHT TO SUSPEND ACCESS TO STATPRO REVOLUTION OUTSIDE BUSINESS HOURS AND REPLACE IT WITH ANOTHER VERSION AT ANY TIME DURING THE TERM OF THIS AGREEMENT. THESE UPDATES AND NEW VERSIONS ARE APPLIED AT THE SOLE DISCRETION OF STATPRO. NOTICE OF SUCH UPDATES AND NEW VERSIONS SHALL BE POSTED ON THE HOME PAGE OF STATPRO REVOLUTION.

### 7.2. INTELLECTUAL PROPERTY RIGHTS

STATPRO OR ITS LICENSORS OWN ALL RIGHTS, TITLE AND INTERESTS IN STATPRO REVOLUTION INCLUDING INTELLECTUAL PROPERTY RIGHTS, AND STATPRO REVOLUTION SHALL REMAIN THE SOLE AND EXCLUSIVE PROPERTY OF STATPRO OR ITS LICENSORS. EXCEPT AS PROVIDED IN CLAUSE 2 OF THIS AGREEMENT, YOU HAVE NO, AND ARE NOT GRANTED, ANY RIGHT, TITLE, INTEREST OR LICENSE IN STATPRO REVOLUTION OR ITS INTELLECTUAL PROPERTY RIGHTS.



PORTFOLIO OR ANY DATA EXCLUDED, YOU GRANT STATPRO A NON-EXCLUSIVE, PERPETUAL, IRREVOCABLE, WORLDWIDE, ROYALTY-FREE LICENSE WITH THE RIGHT TO SUBLICENSE, USE, COPY, TRANSMIT, DISTRIBUTE, CREATE DERIVATIVE WORKS OF, DISPLAY AND PERFORM THE SAME IN RESPECT OF ANY MATERIALS OR OTHER INFORMATION (INCLUDING, WITHOUT LIMITATION, IDEAS, CONCEPTS OR TECHNIQUES FOR NEW OR IMPROVED SERVICES AND PRODUCTS) SUBMITTED BY YOU, WHETHER AS FEEDBACK, QUESTIONS, COMMENTS, OR SUGGESTIONS.

ANY WEBSITE LOGS, SITE STATISTICS OR OTHER DATA AND META DATA (AT THE EXCLUSION OF ANY PERSONAL DATA) COLLECTED BY STATPRO (THE “**SITE STATISTICS**”) SHALL REMAIN THE SOLE AND EXCLUSIVE PROPERTY OF STATPRO.

THIS AGREEMENT DOES NOT GRANT TO ANY PARTY A LICENSE TO USE ANY TRADE MARK, TRADE NAME, OR LOGO OF THE OTHER PARTY. EACH PARTY RECOGNISES THAT TRADE MARKS, TRADE NAMES AND LOGOS OF THE OTHER PARTY REPRESENT VALUABLE ASSETS OF THAT PARTY AND THAT SUBSTANTIAL RECOGNITION AND GOODWILL ARE ASSOCIATED WITH THEM. EACH PARTY HEREBY AGREES THAT IT SHALL NOT USE OR PERMIT ANY THIRD PARTY TO USE, AT ANY TIME, THE OTHER PARTY’S TRADE MARKS, TRADE NAMES, OR LOGOS.

## 8. HARDWARE AND SOFTWARE REQUIREMENTS

YOU ARE SOLELY RESPONSIBLE FOR ACQUIRING, SERVICING, MAINTAINING, AND UPDATING ALL EQUIPMENT, COMPUTERS, SOFTWARE AND COMMUNICATIONS SERVICES NOT OWNED OR OPERATED BY OR ON BEHALF OF STATPRO OR THE WHOLESALER, THAT ALLOW YOU TO ACCESS AND USE STATPRO REVOLUTION, AND FOR ALL EXPENSES RELATING THERETO (PLUS ANY APPLICABLE TAXES). YOU AGREE TO ACCESS AND USE STATPRO REVOLUTION IN ACCORDANCE WITH ANY AND ALL OPERATING INSTRUCTIONS OR PROCEDURES THAT MAY BE ISSUED AND AMENDED FROM TIME TO TIME BY STATPRO OR THE WHOLESALER. CURRENT BROWSER AND SOFTWARE RECOMMENDED MINIMUM REQUIREMENTS ARE: INTERNET EXPLORER 7 OR ABOVE; FIREFOX 3.5 OR ABOVE; GOOGLE CHROME; FLASH 10 OR ABOVE; JAVASCRIPT AND COOKIES (SECURED AND SESSION ONLY) MUST BE ENABLED; ADOBE READER 8 OR ABOVE; MINIMUM RECOMMENDED RESOLUTION IS 1024\*768. STATPRO AND/OR THE WHOLESALER DO NOT MAKE ANY COMMITMENTS WITH RESPECT TO USE OR PERFORMANCE OF STATPRO REVOLUTION WITH ANY BROWSERS OR BROWSER VERSIONS.

## 9. PERFORMANCE, FORCE MAJEURE AND INTERNET DELAYS

STATPRO WILL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE OF PERFORMANCE RESULTING FROM ACTS BEYOND ITS CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, GOVERNMENT, WAR OR TERRORISM, RIOTS OR STRIKES, EPIDEMICS, FIRES, FLOODS OR DISASTERS; VENDORS OR TELECOMMUNICATIONS.

WITHOUT LIMITATING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED TO TRANSMIT INFORMATION OR FOR ACCESSING AND INTERACTING WITH STATPRO REVOLUTION INCLUDING, THE PUBLIC TELEPHONE, COMPUTER NETWORKS AND THE INTERNET, WHETHER OR NOT SUPPLIED BY YOU, STATPRO, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT THE ACCESS TO AND/OR THE USE OR OPERATION OF STATPRO REVOLUTION. STATPRO ARE NOT IN ANY WAY RESPONSIBLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF YOUR ACCESS AND/OR USE OF STATPRO REVOLUTION OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

## 10. TRAINING AND SUPPORT

Online support and training materials in relation to StatPro Revolution is provided via the “Support” section of StatPro Revolution and in accordance with support and service levels set out in clause 10.1 below.

## 10.1. ONLINE SUPPORT SERVICE LEVELS

Support Hours: the online support system within StatPro Revolution is made available 24 hours a day, seven days a week except during scheduled or unscheduled maintenance windows. The online support system allows You to view all published support material and raise support tickets with the Support Team.

The Support Team shall respond to all support tickets raised within StatPro Revolution during Business Hours on any Working Day within sixty (60) minutes (except during scheduled or unscheduled maintenance windows). Any support ticket raised on a non-Working Day will be responded within sixty (60) minutes of the next Working Day. The Support Team shall provide You with an estimate on issue resolution or workaround times within a maximum of four (4) hours after the initial response of any support ticket being raised (except during non-working days, scheduled or unscheduled maintenance windows). StatPro shall only provide product support. Additional support to indirect customer users should be raised with Your Portfolio Administrator.

## 11. NOTICES

All questions, comments or notices concerning this Agreement shall be submitted to StatPro by You via email at [revolutionnotices@statpro.com](mailto:revolutionnotices@statpro.com).

All notices or changes to be given under this Agreement shall be submitted via your email address and shall be deemed to have been given to You by StatPro upon the expiration of twelve (12) hours after the email has been sent

## 12. ACCEPTANCE OF THIS AGREEMENT

By clicking "I ACCEPT" below, You agree to receive electronic legal notices regarding these Terms of Use to the email account provided and to be bound by these Terms Of Use as a condition for access and usage of StatPro Revolution.

## 13. GENERAL PROVISIONS

### 13.1. AMENDMENTS

StatPro reserves the right, at any time, to change these Terms of Use, including its privacy policy. Any new version will require Your re-acceptance in order to continue usage of StatPro Revolution.

### 13.2. ASSIGNMENT AND SUB-CONTRACTING – NO THIRD PARTY BENEFICIARY

This Agreement and Your rights, duties and obligations hereunder are personal to You and You may not delegate Your duties, or assign or subcontract Your rights. No third party shall be deemed a third party beneficiary of this Agreement.

### 13.3. DATA PROTECTION

The Parties warrant that they will duly observe all their obligations in accordance with the legal provisions in force relating to data protection which arise in connection with this Agreement.

#### 13.4. SEVERABILITY AND WAIVER

If any provision of this Agreement is held by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable for any reason, then such part will be severed from the remainder of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. The Parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Parties shall promptly commence good faith negotiations to remedy such invalidity. No delay on the part of either Party in exercising any right or remedy under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy under this Agreement preclude any other or further exercise of such right or remedy.

#### 13.5. FORCE MAJEURE

StatPro will not be responsible for any failure to perform due to causes beyond its reasonable control, including acts of God, acts of terrorism, war, riot, embargoes, third party equipment failures, or telecommunications failures, acts of civil or military authorities, national disasters, strikes and the like.

#### 13.6. LAW

This Agreement is written in English only and will be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg, without regard to its conflict of laws or principals. You agree, as we do, to submit to the exclusive jurisdiction of the courts of the district of Luxembourg City, Grand Duchy of Luxembourg. You, as we do, waive all objections to such jurisdiction including, without limitation, on grounds of inconvenient forum.

**To ACCEPT these Terms of Use, please click “I ACCEPT” below.**

**To DECLINE please click “I DO NOT ACCEPT”, which will deny You access and use of StatPro Revolution.**