

TERMS OF USE

These Terms of Use are incorporated by reference into the Real Rate Report® and, if applicable, an Order (“**Order**”) between Wolters Kluwer ELM Solutions, Inc., (“**WKELM**”) and the customer identified in the Order (“**Customer**” or “**you**”).

These Terms of Use govern your access to and use of the Real Rate Report® and the content, materials, publications, data information, and other information contained therein, or any parts thereof, and the results derived and outputs generated from the use thereof (collectively, the “**Online Services**”). If you do not agree to all of these terms and conditions, you may not access, browse and/or use this Online Service. These Terms of Use, with the Order, if applicable, together are referred to in these Terms of Use as this “**Agreement**”.

You acknowledge and agree that an Order may contain additional terms and restrictions, including location restrictions, and that you are subject to, and will comply with, such terms and restrictions. Affiliates of Customer and their personnel are not permitted to use the Online Services unless explicitly permitted in the Order or by WKELM. In the event that these Terms of Use conflict with the Order, the terms of the Order will govern and take precedence. Any breach of these Terms of Use by you shall also constitute a breach of the applicable Order.

This Agreement applies to your access to and use of the Online Services and does not alter in any way the terms and conditions of any other agreement you may have with WKELM for other products, software, services or otherwise, unless otherwise agreed to in writing.

1. AUTHORIZED USE AND RESTRICTIONS.

- a. Authorized Use. Subject to the terms and conditions of the Agreement and Customer’s payment of all applicable fees, the Online Services are licensed to you on a single-user basis and your use is restricted as set forth herein. The Online Services may only be used for your organization’s internal use, reference and informational purposes only, subject to the restrictions set forth herein, and in the Order, including purchase location (collectively, the “**Authorized Use**”). The Authorized Use excludes, except to the extent expressly provided for in this Agreement (including in “Permissions” below), the following: (i) redistribution, retransmission, publication (including print, electronic format, or hosting on a website), resell, sublicense, transfer, commercial or other exploitation of the Online Services, in whole or in part, including as part of providing professional services to your clients or pursuant to a services bureau, time-sharing, outsourcing or other similar arrangement; (ii) reverse engineering, decompiling or modification of the Online Services, in whole or in part; (iii) uploading, downloading, copying, scraping, monitoring, fetching, collecting, datamining or ingesting the Online Services in its entirety or in lengthy sequence, by automated means, robot, bot, spider or otherwise, or storing the Online Services in a third party application for such purposes; (iv) creating any archive of the Online Services; (v) preparing derivative works or incorporation of the Online Services materials, in whole or in part, in any other work or system; or (vi) using the Online Services materials for creating, developing or improving your own or a third party’s products, including without limitation for the purpose of or use with machine learning or artificial intelligence tools or applications.
- b. Text and Data Mining (TDM) Prohibited. Further, the Online Services may not be used for text and data mining within the meaning of Directive (EU) 2019/790 of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market and amending Directives 96/9/EC and 2001/29/EC, European Union (EU) and the laws and regulations implementing, replacing or supplementing these directives, when applicable (the “**Directive**”, and collectively, the “**Directive on Copyright in the Digital Single Market**”). This Section 1(b) shall be construed as a reservation made by WKELM as an authorized entity within the meaning of Article 4(3) of the Directive.
- c. Ownership and Copyright. WKELM retains all right, title and interest in and to the Online Services as may be updated, modified and/or improved. Your rights to the Online Services are limited to the limited license granted herein. The Online Services including, without limitation, text, pictures, graphics, data and other files and the selection and arrangement thereof, are the copyrighted materials of WKELM or its licensors, all rights reserved. Customer does not acquire any right, title or interest in either the Online Services or in any documentation, material or content made available to Customer as part of the Online Services, and Customer shall not advertise or represent to any third-party ownership or authorship of the Online Services. Except for the Authorized Use or as expressly permitted as described in “Permissions” below, you may not copy, modify or distribute any of the Online Services. You may not “mirror” any material contained on the Online Services on any other server. Any unauthorized use of any Online Services may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.
- d. Permissions. You may: (i) make printouts of and distribute materials from the Online Services to the extent permitted under the “fair use” provisions of the Copyright Act of 1976 (17 U.S.C. Sec. 107); (ii) download, store and transmit insubstantial amounts of select materials from the Online Services (in machine-readable form) only if such downloading, storing and

distributing is consistent with the Authorized Use; (iii) use, cite or reference the Online Services in your presentations (no more than 10% of the Online Services materials provided), provided that attribution is given to WKELM for such use of materials. You shall comply with all applicable conventions regarding copyright and source of material attribution. If you wish to use any of the Online Services in any manner not expressly permitted by this Agreement, including for commercial reasons, training purposes and speaking engagements with third-parties, you may request written permission from WKELM by giving to WKELM a written description of the intended use and such other information as WKELM may request. Only an authorized representative of WKELM may grant such permission. The granting of such a request may entail payment of additional fees.

- e. **Trademarks.** The trademarks, service marks, trade names, and logos, including, but not limited to, page headers, custom graphics, button icons, and scripts (collectively, the “Trademarks”) used and displayed on the Online Services are registered and unregistered trademarks, service marks and/or trade dress of WKELM or its licensors, and you may not copy, imitate or use the Trademarks, in whole or in part, for any purpose. No license or other right to use any Trademark used or displayed on the Online Services is granted to you. Customer shall not erase, remove, deface or cover any trademark, trade names, numbers, copyright or other proprietary notices, guarantee, designation of origin, means of identification, disclaimer or other statement used on any media containing the Online Services materials or used in relation to it, nor shall Customer authorize another person to do so.
- f. **Framing and Linking.** You may not, without the prior written consent of WKELM, use framing techniques to enclose any Online Service or any WKELM Trademark, logo or trade name or other proprietary information including the images found on the Online Services, the content of any text or the layout/design of any page or any form contained on a page.
- g. **Limited Access.** Any access to, or attempt to access, for any reason areas of any computer system or other information thereon (except for the limited portions of the Online Services that you have expressly been provided access to pursuant to this Agreement) is strictly prohibited. You will not spam or send unsolicited e-mail to any other user of the Online Services for any reason. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of any Online Service. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on any infrastructure supporting this Online Service.
- h. **Data Protection.** The terms set forth at <https://www.wolterskluwer.com/en/privacy-cookies>), or such other website address as may be notified to you from time to time (the "Privacy Notice"), apply to the extent that WKELM processes personal data about you or on your behalf, as part of the Online Services, that is subject to data protection laws and such terms are incorporated into this Agreement. In the event of conflict between any provision in the Privacy Notice and this Agreement, the Privacy Notice will control with regard to the conflict. WKELM may, in its sole discretion and as permitted by the data protection laws, amend or replace the Privacy Notice at any time without notice to you and you should review the terms of the latest Privacy Notice.
- i. **Third-Party Links.** Our websites may contain, or you may be provided with, links to third-party websites that are not owned or maintained by WKELM. We are not responsible for the content, privacy policies, or practices of such third-party websites. Links to other websites are provided solely for convenience. Your usage and browsing on any such website is subject to that website's own policies. Please review the privacy notices posted on other websites that you may access through our website or provided by WKELM.

2. PAYMENT TERMS. If purchased through website designated by WKELM: Customer will pay all amounts owed to WKELM, as described on the purchase site designated by WKELM, prior to receiving access to the Online Services. Customer acknowledges that the purchase site is a third-party website and credit card statements may display the processing party's name rather than WKELM's name. If invoiced: Customer will pay all amounts owed to WKELM as set forth in the applicable WKELM invoice within thirty (30) days of the date of such invoice. Any amounts owed by Customer that are not paid when due shall be subject to late fees at a rate of the lesser of: (a) 1.5% per month, (b) the highest rate permissible under applicable law. Customer shall pay all applicable federal, state or local sales, use, withholding, excise, value-added and similar taxes assessed or based upon this Agreement, the Online Services and/or the license and other transactions hereunder, excluding taxes based on WKELM's net income.

3. TERM AND TERMINATION. These Terms of Use are effective at all times that you have access to or use the Online Services. Your access to and use of the Online Services, as well as the Agreement, will terminate automatically without any prior notice from WKELM if you violate the Authorized Use provisions of this Agreement. Your access to and use of the Online Services and the Agreement may be terminated by WKELM upon prior written notice if you fail to materially comply with any other provision of this Agreement and fail to remedy such breach within thirty (30) days of the date of such written notice. Upon termination for failure to remedy a breach, you will no longer be permitted to use any Online Services materials. Termination will not affect WKELM's entitlement to any amounts due related to the Online Services, and you will not be entitled to any refund of any portion of the fees paid.

4. REMOVAL OF CONTENT AND REPLACEMENT OF PLATFORM. Notwithstanding anything in this Agreement to the contrary, WKELM may, at any time: (i) remove content accessible through the Online Services; and/or (ii) replace or discontinue the electronic platform on which content is made available.

5. USER RESPONSIBILITY; PROFESSIONAL ADVICE. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO THE SELECTION OF THE PARTICULAR ONLINE SERVICES TO ACHIEVE YOUR INTENDED RESULTS. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OR APPLICATION OF YOUR SELECTED ONLINE SERVICES OR ANY CONTENT OR OUTPUT RETRIEVED THEREFROM, FOR THE CONTENT, ACCURACY, AND REVIEW OF SUCH RESULTS. WKELM AND ITS LICENSORS ARE NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE OR SERVICES. IF LEGAL, ACCOUNTING, TAX OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. CUSTOMER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE USE OF AND ACTIONS TAKEN OR OMITTED BASED ON THE ONLINE SERVICES AND ANY AND ALL LIABILITY IN CONNECTION THEREWITH.

6. WARRANTY DISCLAIMER. THE ONLINE SERVICES ARE PROVIDED “AS IS,” “WITH ALL FAULTS” AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WKELM AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE ONLINE SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OF COMPUTER PROGRAMS, DATA ACCURACY, SYSTEM INTEGRATION, INFORMATIONAL CONTENT, ACCURACY, RELIABILITY, CURRENTNESS, OR COMPLETENESS.

WKELM AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THE ONLINE SERVICES, THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, THE MATERIALS ON THE ONLINE SERVICES. THE MATERIALS ON THE ONLINE SERVICES MAY BE OUT OF DATE, INCOMPLETE, OR OTHERWISE INACCURATE AND WKELM MAKES NO COMMITMENT TO UPDATE THE MATERIALS ON THE ONLINE SERVICES. WKELM DOES NOT WARRANT THAT THE ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS IN THE ONLINE SERVICES WILL BE CORRECTED.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL WKELM AND ITS LICENSORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES OR SUBSIDIARIES (COLLECTIVELY, THE “COVERED PARTIES”), BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THE USE OR INABILITY TO USE THE ONLINE SERVICES, ANY WEBSITES LINKED TO THE ONLINE SERVICES, THE CONTENT, MATERIALS, OUTPUT, SOFTWARE OR OTHER INFORMATION CONTAINED IN ANY OR ALL SUCH ONLINE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

WHILE YOUR USE OF THE ONLINE SERVICES IS AT YOUR OWN RISK, IF ANY COVERED PARTY SHOULD HAVE ANY LIABILITY FOR ANY LOSS, HARM OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE ONLINE SERVICES, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES FOR ANY AND ALL CLAIMS SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO WKELM BY YOU OR THE APPLICABLE CUSTOMER PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. YOU ACKNOWLEDGE THAT, ABSENT YOUR AGREEMENT TO THIS LIMITATION, WKELM AND ITS LICENSORS WOULD NOT PROVIDE THE ONLINE SERVICES OR THE MATERIALS ACCESSIBLE THEREIN.

8. GOVERNMENT RESTRICTED RIGHTS. If the Customer is a U.S. government organization, then the materials on the Online Services are provided to U.S. government users with “RESTRICTED RIGHTS.” Use, duplication, or disclosure by the government is subject to restrictions as set forth in applicable laws and regulations and in the Agreement. Use of the materials by the government constitutes acknowledgment of WKELM’s or other owner’s proprietary rights in them.

9. DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) NOTICE. Certain materials on the Online Services are from third parties not within WKELM’s control. WKELM is under no obligation to, and does not, scan such third-party materials for the inclusion of illegal or impermissible content. However, WKELM respects the copyright interests of others and, as a policy, does not knowingly permit materials herein that infringe another party’s copyright.

If you believe any materials on the Online Services infringe a copyright, you should provide us with written notice that at a minimum contains:

- A physical or electronic signature (i.e., “/s/ (print name)”) of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the work(s) claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site and a statement of ownership of such work(s);
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- Include the following statement: “I have good faith belief that the use of the copyrighted materials described above and contained on the service is not authorized by the copyright owner, its agent or protection of law.”

All DMCA notices should be sent to Designated Agent for:

Wolters Kluwer ELM Solutions, Inc.
2929 Allen Parkway, Suite 3300
Houston, TX 77019
Email: WKUSLAWDEPT@WOLTERSKLUWER.COM

10. MISCELLANEOUS. If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. WKELM’s failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by WKELM in writing. This Agreement may not be assigned in any manner by you without the express, prior written permission of WKELM.

You agree to handle the Online Services in compliance with all applicable export controls and economic sanctions laws, including without limitation by not exporting or transferring the Online Services to, using the Online Services for the benefit of, or making the Online Services available for use by any person, entity or organization located in any jurisdiction that is subject to comprehensive U.S., EU, UN or UK economic sanctions; or with whom U.S. persons are otherwise prohibited from engaging in such transaction. You further represent and warrant that you are not identified on or as (a) U.S. Office of Foreign Assets Control Specially Designated Nationals list, (b) UK HM Treasury Consolidated List of Sanctions Targets, (c) the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, or (d) any other applicable sanctions list, or (e) an entity or organization fifty percent or more owned, directly or indirectly, individually or in the aggregate by any person(s) identified in subclauses (a) through (d). You further agree not to provide access to and use of the Online Services to any individual located in any region subject to comprehensive embargoes under various sanctions issued by the U.S., EU, or UK, including but not limited to, Iran, Cuba, Syria, North Korea, Crimea or the Donetsk People’s Republic (DNR) or Luhansk People’s Report (LNR) regions of Ukraine. WKELM shall have no obligation to make the Online Services available to any user or in any jurisdiction if doing so, in its reasonable discretion, would violate applicable law.

Performance of WKELM hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostilities, the elements, fire, explosion, power failure, acts or omissions of carriers, transmitters, or providers of telecommunications or Internet services, industrial or labor dispute, inability to obtain supplies and the like, or breakdown of equipment or any other causes beyond WKELM’s control.

This Agreement and any disputes arising out of or related to this Agreement are governed by and shall be governed by and enforced in accordance with, the laws of the State of New York, without regard to any law or statutory provision which would require or permit the application of another jurisdiction's substantive law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. You irrevocably and unconditionally: (i) consent to submit to the exclusive jurisdiction of the state and federal courts in the State of New York (the "**New York Courts**") for any litigation or dispute arising out of or relating to this Agreement; (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the New York Courts; (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum; and (iv) agree the New York Courts represent the exclusive jurisdiction for all disputes relating to this Agreement. Notwithstanding the foregoing: (a) in the event that the Order specifies that a different state's or country's law shall govern such agreement, such state's or country's law shall be deemed to govern this Agreement and each party consents to the exclusive jurisdiction and venue of the courts of such state or country; (b) if Customer is a U.S. city, county or state government entity, the laws of your state shall govern this Agreement and each party consents to the exclusive jurisdiction and venue of the courts of such state for any litigation or dispute arising out of or relating to this Agreement; and (c) if Customer is a U.S. government entity, U.S. federal law will govern this Agreement (except that, to the extent permitted by U.S. federal law, the laws of the State of New York will apply in the absence of applicable U.S. federal law) and each party consents to the exclusive jurisdiction and venue of the federal courts located in New York County, New York for any litigation or dispute arising out of or relating to this Agreement. EACH PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES.