



Skytra Price Index – Research Licence

Standard Terms & Conditions

THIS AGREEMENT is made

BETWEEN:

- (1) [.....] a company incorporated in [.....] under registered number [.....], with its registered office at [.....] (**Licensee**); and
- (2) **SKYTRA Ltd**, a company incorporated in England and Wales under registered number 11984828, with its registered office at Dawson House, 85 Gresham Street, London, United Kingdom, EC2N 7NQ (**Skytra**).

This Skytra Price Index - Research Licence forms an agreement (“**Index Licence**”) between Skytra and the Licensee, (each a “**Party**” and together the “**Parties**”).

1 **Interpretation**

1.1 In this Index Licence:

Affiliate: means, in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that party from time to time;

Confidential Information: shall have the meaning given in Clause 5;

Control: means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person, whether through the ownership of voting shares, by contract or otherwise, and **Controls** and **Controlled** shall be interpreted accordingly;

Distribute/Distribution: means distribution or redistribution of, or otherwise enabling access (directly or indirectly) to, the Index Data to third parties;

Effective Date: means the date on which this Licence is entered into by both Parties;

Fees: means those fees applicable to and payable by the Licensee as advised by Skytra from time to time;

Index Data: means the historical index values made available by Skytra;

Index Licence: means these Terms and Conditions;

Intellectual Property: means copyright, patents, database rights and rights in trademarks, designs, Know How and confidential information (whether registered or unregistered); applications for registration, and the right to apply for registration, for any of these rights; and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;



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Privacy Policy: means Skytra’s policy for processing of personal data as published on its Website from time to time;

Publish: means the publication through any medium or any feed of the Index Data to third parties;

Term: means the period of time commencing on the Effective Date and ending ninety (90) days later;

Terms and Conditions: means Clauses 1 to 11;

Website: means the Skytra Indices website www.skytra.com as amended from time to time.

2 **Grant of Licence; Restrictions; Provision of the Index Data**

- 2.1 In consideration of the Licensee’s performance of its obligations under the Agreement, Skytra grants the Licensee, free of any Fees during the Term, a limited, non-exclusive, non-transferable, worldwide licence on the terms and conditions set out in this Index Licence.
- 2.2 Use of the Index Data by the Licensee is limited in its use by Licensee and its Affiliates to internal research purposes related to the statistical analysis of the Index Data only.
- 2.3 Under no circumstances does this Index Licence extend any rights to the Licensee or its Affiliates or any other third party to alter, combine, Publish, Distribute nor create derived indices or any other products, using the Index Data.
- 2.4 The Licensee is not permitted to use, or allow its Affiliates or any other third party to use, the indices as a benchmark within the meaning of Article 3(1) of Regulation (EU) 2016/1011.
- 2.5 Skytra expressly reserves all rights in and to the Index Data. The Licensee agrees to identify at all times Skytra as the source of the Index Data and to Skytra’s rights to any associated trademark.
- 2.6 Skytra shall not be liable to the Licensee under or in connection with the terms of the Index Licence. The Licensee shall indemnify Skytra from and against any and all loss, liability, claim, action, proceedings, costs or expenses (including any legal costs and any other reasonable expenses) incurred by Skytra arising out of or in connection with a breach of this Index Licence.
- 2.7 Nothing in this Index Licence excludes or limits either Party's liability for fraud, wilful misconduct, death or personal injury caused by its negligence or that of its employees or agents, or to the extent that any applicable laws precludes or prohibits any exclusion or limitation of liability.



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3 **Term and Termination or Suspension**

- 3.1 This Index Licence shall be for the Term.
- 3.2 Either Party may terminate this Index Licence with immediate effect by writing to the other Party if the other Party commits any material breach (being a single event or a series of events which are together a material breach) of this Index Licence.
- 3.3 Skytra may exercise its termination rights under this Index Licence in whole or in part in respect of any particular part of the Index Data at its own discretion.
- 3.4 Skytra may terminate this Index Licence immediately by giving written notice at any time where required to do so by regulatory authority or when ceasing to provide the Index Data to all Licensees.

4 **Warranties**

- 4.1 Each Party represents, warrants and undertakes to the other that it has all rights, authority and licenses to enter into the Index Licence and will take all reasonable steps to ensure that the Index Data is made available in accordance with this Index Licence and in compliance with any applicable law, rule or and regulation.
- 4.2 The Licensee hereby acknowledges and agrees that whilst Skytra attempts to ensure that the Index Data is accurate, the Index Data is made available "AS IS" and on an "AS AVAILABLE" basis and may not be accurate or up to date.

5 **Confidentiality**

- 5.1 Save as expressly permitted pursuant to this Index Licence, Licensee undertakes to treat as confidential all information in any medium or format (whether marked "confidential" or not) which it receives from Skytra either directly or from any person, firm, company or organisation associated with Skytra.
- 5.2 The Licensee may only use the Confidential Information for the purposes of this Index Licence. The Licensee may provide its employees, directors, subcontractors and professional advisers (**Permitted Users**) with access to the Confidential Information on a strict "need to know" basis only.
- 5.3 This Clause 5 shall not operate to prevent Skytra exercising its rights under this Index Licence and shall not apply to any information which enters the public domain other than as a result of a breach of this Clause 5 by the Licensee.
- 5.4 The Licensee may disclose Confidential Information where required to do so by law or by any court or competent regulatory authority or any trading venue to which the Licensee is required to report.



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5.5 This Clause 5 shall remain in full force and effect for a period of twelve months following the termination of this Agreement.

5.6 Following termination of this Index Licence under Clause 3, the Licensee shall:

5.6.1 either, return all Index Data and Confidential Information to Skytra, or otherwise delete or destroy such data and information (unless such deletion is not permitted under applicable law) or,

5.6.2 in order to retain all Input Data and Confidential Information, enter into a new Skytra Index Licence that reflects Skytra's then provision of benchmarks under the EU Benchmarks Regulation.

6 **Amendments**

6.1 Skytra reserves the right to make changes to any part of the Website, the Index Data, the Fees or the terms of the Index Licence at any time.

6.2 If Skytra makes a material amendment to the terms of this Index Licence, including the Fees, Skytra shall use all reasonable endeavours to provide at least thirty (30) days' written notice. The Licensee shall be entitled to terminate the Index Licence, effective from the date on which the amendment is to be implemented, by the provision of at least five (5) days' written notice to Skytra.

7 **Privacy Policy**

7.1 The Parties shall comply with their respective obligations under prevailing Data Protection Legislation in respect of personal data processed by them in connection with this Index Licence.

7.2 Skytra's Privacy Notice and Policy can be found at <https://www.skytra.com/lp/privacy-policy>, for more information about what personal data it collects, how it is used, with whom it may share such data and how to contact Skytra, access a data subject's personal data and exercise a data subject's rights regarding Skytra's use of personal data.

8 **Force Majeure**

8.1 Neither Party shall be liable for any delay or failure to perform its obligations hereunder so long as that delay or failure is the result of an event beyond its reasonable control. Notwithstanding the foregoing, Licensee agrees and acknowledges that its obligation to pay Fees shall remain in full force and effect.

9 **Entire agreement**

9.1 This Agreement contains the whole agreement between the Parties and supersedes all previous agreements between the Parties. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement.



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9.2 Each Party acknowledges that, in agreeing to enter into this Agreement it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those set out in this Agreement).

9.3 Nothing in this clause 9 limits or excludes any liability for fraud or misrepresentation.

10 **Third party rights**

10.1 Each Party agrees that no term of this Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

11 **Governing Law**

11.1 This Index Licence shall be governed by and construed in accordance with the laws of England and Wales, and each Party hereby submits to the exclusive jurisdiction of the courts of England.



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SIGNATORIES

Signed by :

Date:

For and on behalf of Licensee

.....

Signed by :

Date:

For and on behalf of Skytra

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