

Morningstar Global Online Terms and Conditions

These Morningstar Global Terms and Conditions (“**Global Terms**”), along with any applicable additional terms set forth in an Ordering Document (defined below) (collectively, the “**Agreement**”) govern Licensee’s access to and use of Morningstar’s Products and Special Services. All such access and use is subject to payment of applicable fees and adherence to the Agreement by Licensee. All capitalized terms not otherwise defined in these Global Terms will have the meaning ascribed to them in the applicable Ordering Document. In the event of a conflict between the terms of these Global Terms and those in an Ordering Document, the terms of the Ordering Document will govern as it relates to the Product or Special Services listed therein.

1. Definitions

- a. “**Company Recipient**” or “**Licensee**” means the party so named in the Ordering Document.
- b. “**Confidential Information**” means information provided by one party (disclosing party) to the other party (receiving party) relating to the disclosing party’s business activities and operations, technical information, and/or trade secrets, all of which, including the terms of the Agreement, are proprietary and confidential to the disclosing party; provided that the same are either identified as proprietary/confidential at the time of disclosure or should be understood by a reasonable person to be of a proprietary or confidential nature given the nature of the information and the context in which it is disclosed.
- c. “**Morningstar Marks**” means any associated trademarks, service marks and related intellectual property provided by Morningstar Provider in conjunction with the Product.
- d. “**Morningstar Provider**” or “**Licensor**” means the Morningstar entity so named in the applicable Ordering Document.
- e. “**Ordering Document**” means the document under which Morningstar Provider lists the Products and/or Special Services being licensed and the corresponding additional terms and conditions of access and/or use by Licensee and which incorporates these Global Terms by reference.
- f. “**Product**” means the Morningstar Provider product(s) identified in the Product License Agreement.
- g. “**Product License Agreement**” is a type of Ordering Document that relates to the sale or licensing of Morningstar Provider Product(s).
- h. “**Service Order**” is a type of Ordering Document that relates to the sale or licensing of Morningstar Provider Special Services.
- i. “**Special Services**” means the Morningstar Provider services identified in the Service Order.
- j. “**Territory**” means the jurisdiction(s) specifically set forth in the Ordering Document. If the Ordering Document does not set forth a jurisdiction(s), the Territory shall be deemed limited to the jurisdiction in which Morningstar Provider is based.

2. Provision of Products and/or Special Services

- a. **Grant of Rights.** Upon the Agreement Effective Date of the Ordering Document executed by the Morningstar Provider and Company Recipient set forth therein, these Global Terms are deemed incorporated therein by reference and shall govern any such Ordering Document. . The rights granted to Company Recipient will vary depending on the type of Ordering Document executed, as outlined in more detail below.
- i. *Product License Agreement.* If the parties execute a Product License Agreement, then Morningstar Provider extends to Company Recipient an English-only, nonexclusive, non-transferable license to use and/or distribute only in the Territory the Product and any referenced Morningstar Marks, all solely in the manner and for the limited purpose described in the Product License Agreement.
 - ii. *Service Order.* If the parties execute a Service Order, then the Morningstar Provider agrees to make available, and Company Recipient agrees to use only in the Territory, the Special Services, all solely in the manner and for the limited purpose described in the Service Order.
- b. **Restrictions on Use.** In addition to any restrictions set forth herein or in the Ordering Document, the Product license and use of Special Services are subject to the following restrictions:
- i. *Named Licensee.* Only the specific Company Recipient identified in the Ordering Document will be deemed to have a contractual relationship with the Morningstar Provider set forth therein with respect to the Product or Special Services identified therein, and no other entity affiliated with Company Recipient shall have any right to use or access the Product or Special Services provided through that Ordering Document.
 - ii. Except as otherwise explicitly provided in the Ordering Document, Company Recipient may not:
 - 1. sublicense, publish, transmit, transfer, sell, copy, reproduce, distribute, display, modify, alter or in any way exploit any Product, Special Services or Morningstar Marks;
 - 2. reverse-engineer, decompile, disassemble, reverse compile, create derivative works of, or attempt to derive the source code of, the Product;
 - 3. combine, mix, or integrate the Product or Morningstar Marks with similar products or marks of any other suppliers in a manner in which attribution is unclear;
 - 4. use or actively market any Product, Special Services, or Morningstar Mark outside of the Territory;
 - 5. distribute or otherwise make available any Product, Special Service, or any portion thereof to Morningstar Provider's direct competitors set forth in the Ordering Document, if any;
 - 6. charge a third party a fee for providing it any portion of the Product or any Special Services (including, without limitation, any output from either);

7. use any portion of the Product or Special Services to build or purposely facilitate the building of a competitive offering; or
 8. cause, assist, or permit any third party (including any end-user) to take any of the foregoing prohibited actions.
- iii. *No Other Rights*. No other licenses or rights to the Product or Special Services other than those specifically set forth in the Agreement are granted to Company Recipient.
- c. **Attribution and Use:** Subject to Section 1(e) below and any additional terms contained in the Ordering Document, Company Recipient will clearly reference the Morningstar Provider as the provider of the Product or Special Services in all Company Recipient advertising, marketing materials, and public communications referencing the Product or Special Services. If Company Recipient externally displays all or a portion of any Product or makes the Special Services available to any third party (to the extent permitted by the Ordering Document), Company Recipient will also include in a prominent location any relevant disclaimer(s), as more particularly described in the Ordering Document, and shall additionally ensure that any disclaimer(s) already included in the Product are not removed. In the event no such disclaimer is specified, Company Recipient shall display the following language:

©[Insert year] Morningstar. All Rights Reserved. The information, data, analyses and opinions contained herein (1) include the confidential and proprietary information of Morningstar, and/or its content providers; (2) may include, or be derived from, account information provided by your financial advisor which cannot be verified by Morningstar; (3) may not be copied or redistributed; (4) do not constitute investment advice offered by Morningstar; (5) are provided solely for informational purposes and therefore are not an offer or recommendation to buy or sell a security; and (6) are not warranted to be correct, complete or accurate. Except as otherwise required by law, Morningstar shall not be responsible for any trading decisions, damages or other losses resulting from, or related to, this information, data, analyses or opinions or their use.

Where ESG-related information, methodologies, tools, ratings, data and opinions are being distributed, the following language needs to be added to the disclaimer above:

The ESG-related information, methodologies, tools, ratings, data and opinions contained or reflected herein are not directed to or intended for use or distribution to India-based clients or users and their distribution to Indian resident individuals or entities is not permitted, and Morningstar accepts no responsibility or liability whatsoever for the actions of third parties in this respect.

- d. **Third Party Distribution/Access:** Company Recipient shall not disclose, distribute or otherwise make any Product or Special Services or Morningstar Mark available to any third party, except as expressly provided in the Agreement or under those terms and conditions that Morningstar Provider otherwise explicitly approves in advance in

writing. In the event that Company Recipient is so authorized to distribute or make available the Product or Special Services to any third party, in addition to any other requirements outlined in the Agreement, Company Recipient shall ensure that the contract by which such distribution or access is effected contains a disclaimer of all warranties with respect to the Product or Special Services and a provision that explicitly excepts Morningstar Provider from any and all liability with respect thereto.

- e. **Additional Limitations:** Company Recipient may only use the Product, Special Services, Morningstar Marks or any portion of any of the foregoing for the limited purpose and only in the manner specifically set forth in the Ordering Document. Any use of the Product, Special Services, or any Morningstar Mark in a manner or for a purpose not specifically authorized herein is a material breach of the Agreement. Company Recipient is responsible for ensuring that its employees, agents, and other third parties over whom Company Recipient exercises control and to whom Company Recipient furnishes the Product, Special Services, and/or Morningstar Marks comply with these limitations. Company Recipient shall immediately notify Morningstar Provider upon becoming aware of any unauthorized use, copying, disclosure, or distribution of the Product, Special Services, or Morningstar Marks. Company Recipient agrees to cooperate and provide reasonable assistance to Morningstar Provider, at Morningstar Provider's reasonable expense, in connection with preventing any such unauthorized use, copying, disclosure, or distribution.
- f. **Advertising/Promotional Procedures:** Company Recipient will not use the Product, Morningstar Marks, any derivation of the name "Morningstar", or any other Morningstar intellectual property licensed for use under the Agreement, or make any reference to the Special Services in any advertising or marketing materials or issue any public communication related to the Agreement without first submitting the materials/communication to Morningstar Provider for review. Company Recipient is not required to wait for Morningstar Provider's approval before proceeding with its publication, production, or other dissemination of such materials/communication. However, Morningstar Provider may send Company Recipient written notification of revisions Morningstar Provider requires Company Recipient to make to any such materials/communications if Morningstar Provider, in its reasonable judgment, determines that Company Recipient's use of any Morningstar Provider intellectual property in those materials: (i) violates the Agreement or any Morningstar usage guidelines, as may be referenced in the Ordering Document; (ii) is inaccurate or misleading as it relates to the Product, Special Services, and/or the role of Morningstar Provider; or (iii) is inaccurate or misleading as it relates to the relationship between Morningstar Provider and Company Recipient. Following such written notification, Company Recipient must comply with any required changes to the extent that such changes are consistent with the terms of the Agreement and shall make such changes prior to publishing, producing, or disseminating any materials not currently printed, or in the case of electronic dissemination, within a reasonable time period following notification (not to exceed five days). Company Recipient shall not be required to submit for Morningstar Provider's review any versions of materials previously approved by Morningstar Provider for the Product, or

Special Services, provided that the update is only with respect to data or other non-material changes to the original submission. For absence of doubt, Morningstar Provider will not be held liable for advertising, promotion, or other related costs incurred by Company Recipient, in the event of required revisions to the materials. Lack of compliance with this submission process on a repeated basis or in a flagrant manner is grounds for immediate termination of the Agreement.

3. Term and Termination.

- a. *Term*. The Agreement will begin on the date set forth in the Ordering Document (“**Agreement Effective Date**”) and continue for the period denominated therein.
 - b. *Termination*. In addition to any termination rights outlined in the Ordering Document, Morningstar Provider may terminate the Agreement:
 - i. Immediately upon written notice to Company Recipient in the event Morningstar Provider’s ability to provide the Product or Special Services is materially impacted by regulatory changes; or
 - ii. Upon sixty days’ prior written notice in the event Morningstar Provider materially changes or stops offering the Product or Special Services.
 - c. *Effect of Expiration or Termination*. In the event the Agreement expires or terminates for any reason, Company Recipient will immediately cease to use the Product, Special Services, and any Morningstar Marks provided thereunder, and shall destroy all copies of the Product, in all forms and media, that are within Company Recipient’s possession, custody, or control. Notwithstanding the foregoing, Company Recipient may retain, solely for archival, regulatory or compliance purposes, electronic and/or paper copies of all Company Recipient materials already produced prior to the expiration or termination of the Agreement that contain all or part of the Product or Special Services (“**Company Materials**”) and Morningstar Provider may retain, solely for archival, regulatory or compliance purposes, electronic and/or paper copies of any materials or information provided by Company Recipient pursuant to the Agreement. In the event Morningstar Provider terminates the Agreement pursuant to Section 3(b) of these Global Terms, Morningstar Provider shall provide Company Recipient with a prorated refund of any prepaid fees attributable to the remainder of the Term. The provisions of Sections 2, 3, 4, 5, 7, 9-19 of these Global Terms will survive any expiration or termination of the Agreement; provided, however, that the provisions of Section 5 shall only survive for one hundred twenty (120) days after the date of expiration or termination of the Agreement.
- 4. Fees and Payment.** Company Recipient will pay Morningstar Provider the amount(s) in the currency set forth in the Ordering Document to license the Product and/or receive the Special Services denominated therein. The fees to license the Product or to receive the specified Special Services for an additional term, if any, will be set out in the applicable Ordering Document and shall apply as of the commencement date of any additional Agreement term. Full payment is due within thirty (30) days of the invoice date. Overdue accounts not disputed in good faith are charged at a rate of one percent (1.0%) per month or the maximum allowed by law, whichever is less. In the event any such overdue accounts remain unpaid for thirty

(30) days or more, Morningstar Provider shall also have the right to withhold future deliveries of, or prohibit future access to, the Product or Special Services until such accounts plus any applicable interest charges are paid in full. Nothing in this Section 4 shall restrict or limit Morningstar Provider's ability to pursue other remedies or to terminate the Agreement as set forth herein. Company Recipient is responsible for all delivery fees, taxes and like charges arising in connection with or relating to the Agreement, except for taxes on Morningstar Provider's net income. Unless otherwise directed by Morningstar Provider, Company Recipient shall be invoiced for all such fees, taxes and charges and shall pay those monies directly to Morningstar Provider for Morningstar Provider's further handling with the appropriate taxing authorities.

5. **Inspections and Audits.** Morningstar Provider reserves the right, at its expense and upon reasonable notice, from time to time, to inspect and audit the relevant records of Company Recipient and/or its agents to enable Morningstar Provider to more accurately assess Company Recipient's compliance with the terms of the Agreement. As part of such an audit, Morningstar Provider may request, and Company Recipient hereby agrees to provide Morningstar Provider with, written documentation evidencing the use and/or distribution of the Product or Special Services by Company Recipient and/or its agents. Company Recipient's failure to comply with this provision shall be deemed a material breach of this Agreement.
6. **Delivery.** Delivery of the Product and/or any Special Services will be made in the time and manner set forth in the Ordering Document.
7. **Ownership.** Morningstar Provider retains all right, title and interest in and to the Product and the Special Services, as well as in any enhancements, modifications or derivative works thereof, and in any Morningstar Provider intellectual property used in conjunction with the Product or Special Services or otherwise provided by Morningstar Provider under the Agreement, including, but not limited to, the Morningstar Marks. No work performed under this Agreement by Morningstar Provider or its agents shall be deemed "work for hire" or the like, such that it would confer any ownership rights to Company Recipient or any other party.
8. **Service Support.** Morningstar Provider will provide such support for the Product as is set forth in the applicable Product License Agreement. Morningstar Provider will use commercially reasonable efforts to ensure that the Product is free of viruses and damaging or disabling code, material errors or other material defects upon delivery to Company Recipient and will make commercially reasonable efforts to correct any such errors or defects in the Product that are not caused by Company Recipient and that are brought to Morningstar Provider's attention within a reasonable amount of time of such delivery. The support parameters for the Special Services will be set forth in the applicable Service Order.
9. **Representations and Warranties.** Morningstar Provider represents and warrants that it has the right to: (i) grant Company Recipient a license to access the Product and any Morningstar Marks made available hereunder in the manner and for the purpose(s) specified in the

Agreement; and (ii) allow Company Recipient to utilize any Special Services for the purposes described in the Agreement; provided, however, Morningstar Provider's sole liability, and Company Recipient's sole remedy, in the event of a breach of the foregoing representation and warranty are the remedies set forth in Section 12(a) of these Global Terms. Additionally, with respect to any Special Services, Morningstar Provider represents and warrants that any Special Services will be performed in a good and workmanlike manner consistent with applicable industry standards; provided, however, Morningstar Provider's sole liability, and Company Recipient's sole remedy, in the event of a breach of the foregoing representation and warranty is for the Morningstar Provider to re-perform the adversely affected Special Services at no additional cost to Company Recipient. Each party further represents and warrants that this Agreement is binding on it and that its execution and delivery of the Agreement does not violate any prior obligation or agreement by which it is currently bound.

10. Disclaimer of Warranties. Except to the extent otherwise provided in Section 9 or in the Ordering Document:

(a) Morningstar Provider does not guarantee the accuracy, integrity, completeness or timeliness of the Product or any Special Services;

(b) The Product and Special Services are provided "as is," with all faults, and the entire risk as to satisfactory quality, performance, accuracy and effort is with Company Recipient; and

(c) Morningstar Provider and its content providers disclaim all other warranties or conditions, whether express or implied, including, but not limited to, absence of viruses and damaging or disabling code, the implied warranties or conditions of merchantability, fitness for a particular purpose, and accuracy of informational content, any implied warranties arising from course of dealing or course of performance, and any warranties, representations or covenants that: (i) use of or access to the Product or Special Services, or any portion of either of them, will be uninterrupted or error-free; (ii) defects in the Product or Special Services, or any portion of either of them, will be correctable or corrected; or (iii) the Product or Special Services, or any portion of either of them, is compatible with any particular computer software, platform or system.

The above disclaimers are in addition to any disclaimers set forth in the Ordering Document.

11. Limitations of Liability. Except as otherwise explicitly provided herein, and except for Company Recipient's payment obligations for fees, taxes and related charges under this Agreement, the aggregate liability of each party for any actual damages arising under or in any way relating to this Agreement, whether such liability arises in contract, tort or any other legal theory, shall be limited to the greater of: (i) two hundred fifty thousand dollars (\$250,000), and (ii) the total fees and costs payable by Company Recipient under the Agreement for the one (1) year period immediately preceding the date on which the first such claim for damages arose hereunder. The aforementioned limitations of liability will not apply to, and there shall be no limitation on damages for, claims associated with: (i) the infringement of a third party's intellectual property by the Product or Special Services; (ii) either party's willful misconduct or gross negligence; or (iii) Company Recipient's misuse (including, but not limited to any material violation of the use restrictions) of the Product,

Special Services, or any Morningstar Mark. Additionally, neither party will be liable for consequential, punitive, special, incidental, indirect, exemplary, collateral, special, or other, similar forms of damages, including, but not limited to, loss of income, profit, or savings, of the other party or its affiliates regardless of the form of action or the theory of recovery, even if such party has been advised of the possibility of such damages. Each party has a duty to mitigate damages that would otherwise be recoverable under the Agreement by taking appropriate and reasonable actions to reduce or limit the amount of such damages.

12. Indemnification.

(a) **By Morningstar Provider:** Morningstar Provider will, at its expense, indemnify, defend, and hold harmless Company Recipient, and its respective successors and assigns, and their respective directors, officers and employees, from and against any and all third party claims, demands, suits, and actions and shall pay any and all damages, losses, liabilities, taxes, penalties, fines, charges, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Company Recipient that arise from or relate to an allegation that the Product, Special Services, or Morningstar Marks (each, as originally delivered by Morningstar Provider to Company Recipient): (1) infringe that third party's Territory-specific patent or copyright, or (2) misappropriate that third party's trade secret or other intellectual property right in the Territory (excluding trademarks) (3) infringe or misappropriate that third party's trademark(s) in any countries in which Morningstar maintains a usual place of business; provided, however, that Morningstar Provider shall have no obligation to indemnify or pay any costs (including reasonable attorney's fees) associated with any such third party allegation or any Losses arising therefrom or related thereto, to the extent such claim arises from or in connection with any (A) additions or modifications to the Product that were not made by Morningstar Provider or its affiliates, (B) incorporation of the Products into any product or service not provided by Morningstar Provider or its affiliates, (C) breach or non-compliance by Company Recipient with the terms of this Agreement or (D) third party data.

If such a third party claim is made or appears likely to be made, Morningstar Provider, in its sole discretion, may elect to:

- (i) procure for Company Recipient the right to continue to use the Product or Special Services;
- (ii) replace, at Morningstar Provider's cost, the Product or Special Services, or any portion thereof, with a substitute product or service that functions substantially in accordance with the specifications of the affected portion of the Product or Special Services;
- (iii) modify the Product or Special Services so that they do not infringe or misappropriate, provided that the Product or Special Services, as modified, continue to perform substantially in accordance with the applicable specifications; or
- (iv) terminate the Agreement and pay to Company Recipient a prorated refund of any prepaid fees attributable to the remaining portion of the then-current term. This Section 12(a) sets forth Morningstar Provider's entire obligation to Company Recipient with respect to any claim of infringement or misappropriation.

(b) **By Company Recipient:** Company Recipient will, at its expense, indemnify, defend, and hold harmless Morningstar Provider and its affiliates, and their respective successors and assigns, and their respective directors, officers and employees, from and against any and all third party claims, demands, suits, and actions and shall pay any and all Losses incurred by Morningstar Provider arising from or relating to Company Recipient's use of the Product, Special Services, or any other Morningstar Provider intellectual property made available under this Agreement (including, without limitation, any material breach of the applicable use and distribution restrictions contained herein); provided, however, that Company Recipient shall have no obligation to indemnify or pay the costs (including reasonable attorney's fees) associated with any such claims or any Losses arising therefrom or related thereto to the extent that those claims/Losses arise from Morningstar Provider's material breach of its representations and warranties under this Agreement.

(c) **Conditions to Indemnification:** Each party's obligations pursuant to this Section 12 will be contingent on the party seeking indemnification ("**Indemnified Party**"): (i) promptly notifying the other party ("**Indemnifying Party**") in writing of the claim; (ii) allowing the Indemnifying Party to control, and reasonably cooperating with Indemnifying Party in, the defense thereof and any related settlement negotiations; and (iii) in no event, agreeing to, or authorizing settlement of, any such claim without Indemnifying Party's prior written agreement. Each party has a duty to mitigate damages that would otherwise be recoverable hereunder by taking appropriate and reasonable actions to reduce or limit the amount of such damages.

13. **Material Breach.** Each party will have thirty (30) days from the date of receiving written notice of material breach to cure it; provided, however, that the cure period for Company Recipient's failure to make timely payment hereunder will be seven (7) days from receipt of written notice of breach. If a material breach is not cured within the applicable cure period, the non-breaching party may immediately terminate this Agreement on written notice to the other. Notwithstanding any provision in the Agreement to the contrary, Morningstar Provider may immediately terminate this Agreement and will be entitled to seek injunctive relief, without notice or the necessity of bond, in the event of any Company Recipient breach with respect to the ownership, use, copying, or distribution of the Product, Special Services, Morningstar Marks, or any other Morningstar Provider intellectual property. Notwithstanding any provision of this Agreement to the contrary, each party will be entitled to seek injunctive relief, without notice or the necessity of bond, in the event of any breach, or threatened breach, by the other party of Section 15 hereof.

14. **Governing Law.** The Agreement will be governed by the laws of the jurisdiction or city in which the Morningstar Provider office is situated, without regard to its conflict-of-law provisions ("**Governing Law**"). The parties thereto agree that any and all actions relating to the Agreement will be brought in the courts located in the jurisdiction or city in which the Morningstar Provider's office is located, and that each party is subject to the personal jurisdiction of those courts. Where Governing Law conflicts with anything in this Agreement, the Governing Law shall control (to the extent of that conflict only).

WHERE PERMITTED UNDER THE GOVERNING LAW, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY AND CONSENTS AND AGREES TO SERVICE OF PROCESS FOR PURPOSES OF SUCH LEGAL PROCEEDING BY CERTIFIED MAIL OR OVERNIGHT COURIER.

15. **Confidentiality.** Each party hereby agrees that: (a) all Confidential Information will remain the exclusive property of its owner; (b) it will maintain, and will use prudent methods to cause its employees and agents to maintain, the confidentiality and secrecy of the other party's Confidential Information and to not copy, publish, disclose or otherwise use it (other than pursuant to the terms hereof); and (c) it will return or destroy all copies of the other's Confidential Information upon request by its owner; provided, however, that, subject to an ongoing confidentiality obligation, the receiving party may retain (but not use for any commercial purpose) that part of the disclosing party's Confidential Information (1) that it is required to retain to the extent required by law or regulation; or (2) residing in the receiving party's permanent electronic archives on the date this Agreement expires or terminates. For the purposes of this Agreement, Confidential Information does not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party; (ii) is disclosed to third parties by the disclosing party without restriction on such third parties; (iii) is in the receiving party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under the applicable Agreement; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; (v) is released from confidential treatment by written consent of the disclosing party. It shall not be deemed a breach by a party of its obligations under this Section 15 if it is required by governmental or regulatory agency, or by court order to disclose the other party's Confidential Information; provided that, if so allowed under the applicable government/court order, it provides the other party with prompt written notice of such disclosure requirement.

"Whistleblower Disclosure" means a communication to relevant government or regulatory entities that contains information reasonably believed to be related to a violation of law or regulation. Nothing in this agreement prevents either party from (A) making a Whistleblower Disclosure, or (B) cooperating in any manner with a government or regulatory agency in connection with a Whistleblower Disclosure or a potential Whistleblower Disclosure. Additionally, neither party is required by this Agreement to provide the other with any notice related to Whistleblower Disclosures.

16. **Data Protection.** The parties recognize that they may each process personal data in connection with the performance of their obligations and/or exercise of their rights under this Agreement and that the factual arrangement between them shall dictate the role of each party (as data controller or data processor) pursuant to the Governing Law section of this Agreement. Each party shall at all times comply with its respective obligations under applicable data protection laws.
17. **Corporate Compliance.** Each Party hereby confirms it conducts its business in compliance with the relevant applicable laws, and with regulations that are required to prevent (a) slavery,

human trafficking and child labor in their operations; and (b) bribery or any other form of corruption, money-laundering, bankruptcy or fraud. Furthermore, each party warrants that during its business activities it, its affiliates, subsidiaries, directors, officers, agents or other representatives observe the rules and restrictive measures governing international economic financial sanctions, any applicable laws for the prevention of fraud, bribery, corruption, racketeering, extortion/embezzlement, money laundering or terrorism, and does not knowingly do business with any third party it reasonably believes to have engaged in such activities. Further, the Company Recipient warrants that the Product will neither be used directly, or to its knowledge, indirectly for the purpose of financing the activities of any sanctioned person or in any sanctioned country, nor for the purpose of engaging in any activity in violation of sanctions. Each Party shall inform the other Party immediately in the event of any change of the standings subject to the above-mentioned confirmations. If a Party, the companies of the group to which a Party belongs to, and/or their representatives or employees become a subject to international sanctions, the other Party may treat this as a material breach and terminate the Agreement immediately upon written notice (email shall suffice). Non-compliance with this clause represents a material breach of the Agreement.

18. **Notices.** Unless otherwise noted in an Ordering Document, all notices, requests and other communications under the Agreement will be in writing and delivered in person, or sent by certified mail, return receipt requested, overnight courier service, or by e-mail to the address or email address set forth in the Ordering Document, or to such other addresses or numbers as a party may stipulate from time to time. Unless otherwise provided, notice will be effective on the date it is officially recorded as delivered by return receipt or equivalent or by e-mail confirmation date.
19. **General.** These Global Terms together with the Ordering Document is the entire agreement between the parties with respect to the Product or Special Services (as applicable) named in the Ordering Document, is legally binding on both parties, and supersedes all other agreements, supplements, proposals and/or verbal or written communications between the parties with respect to the Product or Special Services. The Agreement may only be modified by written document signed by both parties. Company Recipient may not assign the Agreement in whole or in part, including in connection with a sale of all or substantially all of its stock or other form of ownership interest, without Morningstar Provider's prior written consent, which shall not be unreasonably withheld or delayed. The failure of either party to require performance hereunder by the other will in no way affect that party's right to subsequently require such performance and waiver by either party of a breach of any provision of the Agreement will not be held to be a waiver of any succeeding breach of that provision or of the provision itself. If any portion of a provision of the Agreement or its application is held to be invalid or unenforceable or contrary to applicable law, the remainder of the provision and the Agreement will not be affected by that holding, and each of its remaining provisions will be valid and enforceable to the maximum extent provided by law. The Agreement does not create a partnership, joint venture, employment, or other form of agency relationship between the parties, and neither party nor its agents will, by virtue of its performance hereunder, be deemed an agent or employee of the other. The parties

acknowledge that there are no intended third- party beneficiaries of the Agreement unless: (i) identified in the Ordering Document; or (ii) otherwise provided under applicable law. Morningstar may update these Global Terms from time to time. You will be notified of any such changes by the revised date at the top of the Global Terms. You should regularly look at the Global Terms. Unless otherwise noted, any subsequent versions of the Global Terms will only be effective for Ordering Documents entered into as of the updated revised date at the bottom of the Global Terms. Last updated: September 1, 2024.