

# FINBOURNE Evaluation Use Terms

Last updated: September 23, 2020

Welcome to FINBOURNE's Evaluation Use Terms (the "**Terms**"). This is a contract between you (the company or individual that is accessing the Service and has agreed to these Terms) ("**you**") and us (FINBOURNE Technology Limited). It describes the services we will provide to you so that you can evaluate our Service, how we will work together, and other aspects of our relationship. Please take a few moments to read these Terms before using the Service. It is a legal document so some of the language is necessarily formal and technical, but we have tried to make it as readable as possible. These Terms are important and we cannot provide the Service to you unless you agree to them. Once you access, view or use the Service, you are going to be legally bound by these Terms (so probably best to read them first!).

## 1. Who are we?

FINBOURNE Technology Limited ("**We**", "**us**", "**our**" or "**FINBOURNE**"). You can find all our details and contact us on our [Contact Page](#). Our company registration number is 10539696. Our UK VAT Registration Number is 258889136. We own the websites [www.finbourne.com](http://www.finbourne.com) and [www.lusid.com](http://www.lusid.com).

## 2. Our Service

Our service is the supply of our product, LUSID and updates to it, and related platform and tools that are developed by us (the "**Software**"), together with the accompanying documentation via an online platform (altogether the "**Service**").

The Service is provided for trial and evaluation purposes and is provided for a limited, 30 day period ("**Evaluation Period**"), free of charge. The Evaluation Period starts on the date you

accept these Terms and complete the enrolment process and ends automatically 30 calendar days after that date.

Accompanying documentation means FINBOURNE's user guides and other end user documentation for the Service ("**Documentation**"). The Documentation is available online on [www.finbourne.com](http://www.finbourne.com), [www.lusid.com](http://www.lusid.com) or in our GitHub and may be updated by us from time to time.

Third party services such as websites, platforms, data, content, products, services, and information, including third party applications and data feeds ("**Third Party Services**") may be linked to or exchange data with the Service. Our APIs are written to allow interoperability with Third Party Services, however, we cannot guarantee full interoperability since we are not in control of the Third Party Services or how those services interact with the Service. These Terms do not cover such Third Party Services and no warranty or guarantee is given by us in relation to them.

Third Party Services for the provision of data feeds and other data will be subject to terms set out in a separate addendum (the "**Market Data Addendum**").

Use of the Service involves the input of certain electronic information by you, or on your behalf ("**Customer Data**").

Our Service may include the supply of any features or functionality we make available to you prior to the commercial release of the feature or functionality. We clearly label these features or functionality as "beta", "pilot", "non-production" or a similar designation and you are free to use them subject to these Terms.

We may update the Software or the Service at any time.

Once you have accepted these Terms, we will make the Service available to you in accordance with these Terms and grant you a 30 calendar day limited, non-sublicensable, non-exclusive, non-transferable right to allow your Authorised Users to access and use the Service in accordance with our Documentation, solely for evaluation purposes.

As the Service is for trial and evaluation purposes only, it is subject to the following:

1. The Service is provided 'as is' without any warranty of any kind including as to fitness for purpose, quality, accuracy of results or availability;
2. Our liability to you is limited (see section 9);
3. We make no guarantee that the Customer Data will be available after the end of the Evaluation Period;
4. We may terminate the Service at any time if we detect or believe that you are not using the Service for a genuine and honest purpose or in accordance with these Terms, including the embargo restrictions set out in the General section; and
5. You may terminate the Service at any time.

### 3. Using the Service

By accessing the Service you represent and warrant that you have read and consented to our [Website Privacy Policy](#) and our [Cookies Policy](#).

By accessing the Service you represent and warrant that you have read and agree to comply with, and, where applicable, will ensure that all of your Authorised Users comply with, these Terms.

In order to enrol and be granted access to the Service you must accept these Terms, then set up your unique account and User ID and follow the onboarding instructions. You may not have more than one User ID per Authorised User. If you are signing up to the Service on behalf of a company, access will only be granted to employees, representatives or contractors, who have been authorised to use the Service for the benefit of the company. Access will only be granted to multiple users from one company at our discretion.

Once you have completed the enrolment process, you and, where relevant, any other employees, representatives or contractors who have been authorised to use the Service for the benefit of the company are considered as an **“Authorised User”**. Authorised Users will be provided with only one unique user identification (**“User ID”**) and password

and can access the Service by using the User ID and password provided. User IDs and passwords cannot be shared.

If there is an unauthorised use of User IDs and passwords of any of your Authorised Users, you will notify us immediately by following the instructions at [support.lusid.com](https://support.lusid.com).

You confirm as follows:

1. The person agreeing to these Terms has full capacity to agree to these Terms, either as an individual or on behalf of the company they represent;
2. You are over 18 years of age;
3. You have obtained all authorisations required to use the Service from any governmental or regulatory body and your use of the Service does not violate any laws or regulations of the country in which you operate;
4. Neither you nor any of your Authorised Users (where applicable) have been convicted of an offence or is subject to an inquiry that would affect the honest and lawful use of the Service;
5. You will be responsible for all activities conducted by your Authorised Users, and third parties gaining access using your User IDs and passwords, whilst using the Service;
6. You will comply with and ensure any of your Authorised Users (where relevant) comply with any applicable terms, conditions, or requirements required by any provider of a Third Party Service, including those contained in any applicable Market Data Addendums; and
7. You are responsible for the Customer Data, including its legality, appropriateness, integrity, completeness, reliability, accuracy and quality. We are allowed to remove any Customer Data that we believe breaches these requirements. We shall follow our archiving procedures for Customer Data and, in the event of any loss or damage to Customer Data, your only remedy will be for us to use reasonable endeavours to restore the lost or damaged Customer Data from our back up.

#### **4. Prohibited Use**

The following uses and practices are prohibited. Any failure to comply with these restrictions will result in termination of the Service:

1. You may not copy, rent, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Software or the Service, or any part thereof, or make it available to anyone other than your Authorised Users;
2. You may not send or store in the Service any infringing, illegally obtained or unlawful material;
3. You may not disrupt the integrity or performance of, the Service or data contained therein, or use the Service in any manner that damages, disables, overburdens, or impairs the Software or the Service or interferes with any other party's use of the Service;
4. You may not attempt to gain unauthorised access to the Service, or share credentials with any other party, whether that party is acting on your behalf. For example, Authorised Users may not share their credentials with colleagues or competitors;
5. You may not send to or store in the Service viruses, worms, time bombs, trojans horses or other harmful or malicious code, files, scripts, agents or programs;
6. You may not directly or indirectly, copy, modify, decompile, disassemble, reverse engineer or otherwise attempt to derive or discern the source code or internal workings of the Software (except to the extent permitted by applicable law and in which case you agree to provide notice to us before doing so);
7. You may not access the Service for the purpose of building a competitive product or service or copying its features or interface;
8. You may not use the Service for any purpose or in any manner that is unlawful or prohibited by these Terms;
9. You may not automatically or programmatically access the Service or any elements of the Service, including our websites, including, without limitation, through the use of 'screen scraping'; and
10. You may not use data or any output from the Service in legal proceedings or otherwise as evidence.

## **5. Evaluation & Feedback**

The parties will comply with all applicable data protection laws and regulations. We collect your name, email address, profile information and phone number in order to enroll you for the Service, to grant you access to the Service and to provide you with instructions on how to use the Service. We will also use your personal data to contact you at the end of the Evaluation Period to enquire about your use of the Service and propose a full subscription agreement for the Service.

Please see our Website Privacy Policy for further information regarding our processing of your personal data.

In respect of personal data contained within Customer Data, you are the data controller and we are the data processor of such data and we will comply with our Data Processing Agreement in relation to our processing of Customer Data to the extent it contains personal data.

## **6. Data Protection**

The parties will comply with all applicable data protection laws and regulations. We collect your name, email address, profile information and phone number in order to enroll you for the Service, to grant you access to the Service and to provide you with instructions on how to use the Service. We will also use your personal data to contact you at the end of the Evaluation Period to enquire about your use of the Service and propose a full subscription agreement for the Service.

Please see our [Website Privacy Policy](#) for further information regarding our processing of your personal data.

In respect of personal data contained within Customer Data, you are the data controller and we are the data processor of such data and we will comply with our [Data Processing Agreement](#) in relation to our processing of Customer Data to the extent it contains personal data.

## **7. Rights, Licences and Ownership**

1. Reservation of Rights. Subject to the limited rights expressly granted in these Terms, we reserve all of the

right, title, and interest in and to the Software, Service, Documentation and websites and software that comprise the Service, including all of their related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth in this Agreement.

2. **Customer Data.** You own the Customer Data. You grant us a worldwide, limited-term license to host, copy, transmit and display the Customer Data, as reasonably necessary for us to provide the Service in accordance with these Terms.
3. **Feedback.** We will have a royalty-free, worldwide, transferable, irrevocable, perpetual license to use or incorporate into the Software or Service any ideas, suggestions, requests, recommendations, feedback or other information provided by you relating to features, functionality or operation of the Software or Service. We have no obligation to use feedback, and you have no obligation to provide feedback.
4. **Usage Data.** We own the statistical usage data derived from the operation of the Service including configurations, log data, performance results for the service ("**Usage Data**"). You agree that we may utilise the Usage Data to optimise, improve or otherwise operate our business, provided that before sharing with a third party, except to the extent specified otherwise in this Agreement, the Usage Data is de-identified or anonymised, presented in aggregate and does not incorporate any Customer Data or is used in a manner that will allow third parties to reconstruct any Customer Data. Notwithstanding the foregoing, you agree that we may share the Usage Data that relates to your use of any Third Party Services including data feeds with the providers of such Third Party Services to help such providers optimise or improve their services.
5. **FINBOURNE** is a trade mark of FINBOURNE Technology Limited, registered in certain jurisdictions. You may not use the trade mark without our express written permission.

## **8. Confidentiality**

1. Definition of Confidential Information. **“Confidential Information”** means all information disclosed by a party (**“Discloser”**) to the other party (**“Recipient”**), whether orally or in writing that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. It includes technical, business or commercial information. Confidential information does not include information or materials that (a) are generally known to the public or become generally known to the public without breach of any obligation to the Discloser, (b) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation to the Discloser, (c) is received from a third party without breach of any obligation to the Discloser, or (d) was independently developed by the Recipient.
2. Protection of Confidential Information. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. The Recipient shall not (i) use any Confidential Information of the Discloser for any purpose outside the scope of these Terms, except with the Discloser’s prior written permission, or (ii) disclose or make the Discloser’s Confidential Information available to any party, except those employees, contractors, and agents that are subject to confidentiality obligations substantially similar to those set out here and have a “need to know”.
3. Compelled disclosure. The Recipient may disclose Confidential Information of the Discloser to the extent compelled by law to do so, provided the Recipient gives the Discloser prior notice of the compelled disclosure, and reasonable assistance (at the Discloser’s expense) if the Discloser wishes to contest the disclosure.

## **9. Limitation of Liability**

We and you agree that your use of the Service under these Terms: (i) is for trial and evaluation purposes only; and (ii)

access is granted to the Service free of charge. In that context, we shall have no liability to you in respect of your use of the Service or your exercise of any of the rights granted in these Terms.

Except as expressly and specifically provided in these Terms, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms.

If we are in breach of our obligations under these Terms, you may end your use of the Service with no liability except as stated below. Our liability for death or personal injury resulting from our negligence, in relation to our fraud or fraudulent misrepresentation or for any other liability that cannot by law be excluded shall not be limited.

You will be fully liable to us for any damages arising out of your use of the Services and agree to indemnify and hold us harmless in respect of any claims against us or loss suffered by us as a result of any breach by you of these Terms or any negligence or wilful misconduct on your part. Your liability for death or personal injury resulting from your negligence, in relation to your fraud or fraudulent misrepresentation or for any other liability that cannot by law be excluded shall not be limited.

## **10. Term and Termination**

These Terms are effective for the length of the Evaluation Period. We may terminate your access to the Software, Service or Documentation at any time, either on written notice to you, or by disabling your credentials without notice. At the end of the Evaluation Period if you do not enter into a paid subscription or on being informed that your access to the Service has been terminated, you agree to immediately destroy and purge all data and Documentation within your possession or control and promptly certify to us in writing of having done the same.

## **11. General**

1. These Terms may be amended by us at any time by giving you notice of the amendment. Your continued use of the Service after an amendment of the Terms indicates your acceptance of the amendments.
2. These Terms are the entire agreement between us in relation to the Service (unless otherwise expressly agreed) and any prior representations relating to the Services are superseded by these Terms.
3. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of these Terms.
4. All provisions of the Terms survive termination including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. These Terms are governed by, and are to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, these Terms.
5. Our failure to exercise or enforce any right or provision of these Terms does not constitute a waiver of such rights or provisions.
6. Nothing in the Terms shall confer or purport to confer on any other third party, any benefit or the right to enforce any term of the Terms and the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Terms.
7. If you are located in a country embargoed by the UK or are on the U.S. Treasury Department's list of Specially Designated Nationals, you will not use or receive any benefit from the Service. You will not use the Service if you are prohibited from receiving products, services, or software originating from the UK and/or the US.