

MAXSIGHT DATA ACCESS PRODUCT TERMS

Effective Date: March 31, 2026

If Customer is licensing "Maxsight Data Access" or "Moody's for Compliance – Usage Allowance" Covered Solutions on an Order Form, then Customer's use of such Covered Solutions will be subject to the Agreement and the following terms and conditions.

"Covered Solutions" means the Content, Products and Services listed in the row containing a link to this Maxsight Data Access and Moody's for Compliance – Usage Allowance Product Terms webpage, as found in the Order Form's Content, Products and Services table.

1. Definition of Regulatory Compliance Obligations. As used herein and in Customer's Order Form, the term "Regulatory Compliance Obligations" means legal and regulatory compliance obligations with respect to money laundering, fraud, corruption, terrorism, organized crime, regulatory and suspicious activity reporting, sanctions, embargoes, and other regulatory risks and associated obligations.
2. Additional Terms, Maxsight Data Access. If the Order Form sets forth that Customer is subscribing to Maxsight Data Access, then for purposes of Customer's use of such Product and Content, the following terms and conditions shall apply:
 - a. Required Subscription to Maxsight Platform. Use of Maxsight Data Access requires a subscription to Maxsight Platform. For purposes of Customer's use of Maxsight Data Access, Customer shall maintain at all times a subscription to Maxsight Platform.
 - b. Defined Terms. As used herein, each of the following terms shall have the meaning set forth in this Section
 - i. "Annual Data Usage Fee" means the amount set forth as the "Annual Data Usage Fee" for Maxsight Data Access on the Content, Products and Services table of the Order Form.
 - ii. "Usage Period" means with respect to the relevant Annual Data Usage Fee, the Contract Year in which such Annual Data Usage Fee is applied by Moody's in accordance with Section 2.c.iii below.
 - iii. "Maxsight Content" means any of the individual data checks within the Maxsight Data Modules listed on the Maxsight Content Schedule that are accessed and/or received by the Customer in accordance with the procedures set forth in Section 2.c.ii of these Maxsight Data Access Product Terms.
 - iv. "Maxsight Content Schedule" means the Maxsight Content Schedule for Maxsight Data Access that is attached to the Order Form, as such Schedule can be amended or updated from time to time by Moody's.
 - v. "Contract Year" means a 365-day period during the Initial Term or any Renewal Term of the Order Form starting either (a) on the Effective Date of the Order Form; or (b) on the applicable anniversary of the Effective Date, as the context requires.
 - vi. "Supplementary Usage Fee" means with respect to each Top-Up Event (defined below), an amount equal to the Annual Data Usage Fee applied by Moody's during the relevant Usage Period; such amount to be prorated based on the actual number of days remaining in such Usage Period taking into account the day on which such Top-Up Event occurred.
 - c. Additional Terms, Maxsight Data Access Module Activation; Primary User.
 - i. From time to time during the Term, by submitting a written request to Moody's via webform at support.maxsight.com or www.moodys.com/web/en/us/kyc/about/help.html, Customer may request Moody's to activate and/or deactivate any of the Maxsight Data Access Modules set forth in the Maxsight Content Schedule. Deactivated Maxsight Data Access Modules and the associated Maxsight Content shall not be visible nor accessible to Customer. Upon activation of any Maxsight Data Access Module, Customer agrees to pay to Moody's the corresponding fees for Customer's access and/or use of Maxsight Content within such Maxsight Data Access Module as set forth in this Section. Customer's access and/or use of activated Maxsight Content shall be subject to the terms and conditions set forth in the Agreement, the Order Form and these Product Terms.
 - ii. From time to time during the Initial Term and/or Renewal Term, the Customer may access and/or receive certain Maxsight Content within the Maxsight Platform and, in consideration thereof, Customer shall pay to Moody's the corresponding fees set forth in the Maxsight Content Schedule, as determined by Moody's, on an individual check basis. Maxsight Content will be delivered to Customer via the Maxsight Platform. Customer acknowledges that Maxsight Content can be provided to Customer within the Maxsight Platform in response to singular or recurring data

inquiries which could be manual or automated in accordance with Customer's selected configurations within the Maxsight Platform; provided, that, each recurring delivery of Maxsight Content shall count as a separate data check.

- iii. On the execution date of the Order Form and on each anniversary of the Effective Date during the Initial Term and/or any Renewal Term of the Order Form, Moody's will apply a credit equal to the Annual Data Usage Fee against Maxsight Content to be accessed and/or received by Customer during the applicable Usage Period pursuant to Section 3.c.ii of these Product Terms. Upon the expiration of such Usage Period, any remaining portion of the credit associated with such Annual Data Usage Fee (and/or any Supplementary Usage Fee attributable to a previous Top-Up Event occurred during such Usage Period) that has not been used or applied against Maxsight Content accessed and/or received by Customer during such Usage Period shall be deemed used by Customer, shall be retained by Moody's, and shall not be refunded to Customer.
 - iv. If at any time during a Usage Period, the credit resulting from the Annual Data Usage Fee applied by Moody's during such Usage Period (and, if applicable, any Supplementary Usage Fee attributable to a previous Top-Up Event occurred during such Usage Period) is fully applied against Maxsight Content accessed and/or received by Customer via the Maxsight Platform during such Usage Period, then a "Top-Up Event" shall be deemed to have occurred. Upon the occurrence of a Top-Up Event: (a) a Supplementary Usage Fee shall automatically become due and payable by Customer on the date of the Top-Up Event; and (b) Moody's will apply a credit equal to such Supplementary Usage Fee against Maxsight Content to be accessed and/or received by Customer during such Usage Period. Moody's will invoice to the Customer any such Supplementary Usage Fee(s) periodically.
- d. Additional Terms, Foundational Modules Terms. If pursuant to Section 2.c.i above, Customer activates any of the Foundational Modules listed in subclause a. below within Maxsight Data Access, then for purposes of Customer's use of any such Foundational Modules, the following terms shall apply.
- i. For purposes of this Section 2.d, the term "Foundational Modules" means the following:
 - Foundational – Entity Information & Corporate Structures
 - Foundational – Entity Information & Corporate Structures
 - Foundational – Entity Financials
 - ii. Limited Data License; Foundational Modules. Subject to the terms and conditions of the Agreement and the Order Form, and only for so long as the Order Form is in force and effect, Customer is receiving and accepting from Moody's a limited, non-exclusive and non-transferable license to access Entity, Corporate Structures and/or Entity Financials data from the Orbis database that is displayed by Moody's within such Foundational Modules. Customer agrees to use such data only for the purposes expressly authorized by the Agreement and the Order Form.
 - iii. The Customer may download, save or print out limited excerpts of data contained in the Foundational Modules solely as required by it in the course of its permitted use of the subscribed Covered Solutions.
 - iv. The Customer shall not be entitled to copy, save or print out, on any one occasion or in a series of occasions, any data contained in the Foundational Modules so as to obtain a version of all or a substantial part of such data.
 - v. Customer shall not and shall procure that none of its Affiliates or their respective employees and consultants shall, use the Foundational Modules to create a product which (a) competes with Moody's or any of its licensors or (b) provides the same or substantially similar functionality, content or features to the Foundational Modules, as applicable.
 - vi. Notwithstanding anything in the Agreement or the Order Form to the contrary, Customer shall not use or integrate the data in the Foundational Modules or any portion of the Foundational Modules into any indices, structured products or any other similar products or services.
- e. Additional Terms, Intelligent Screening Modules Terms. If pursuant to Section 2.c.i above, Customer activates any of the Intelligent Screening Modules listed in subclause 2.e.i below within Maxsight Data Access, then for purposes of Customer's use of any such Intelligent Screening Modules, the following terms shall apply.
- i. For purposes of this Section 2.e.i, the term "Intelligent Screening Modules" means the following:
 - Intelligent Screening – Sanctions
 - Intelligent Screening – Sanctions+
 - Intelligent Screening – PEPs

Intelligent Screening – PEP+
Intelligent Screening – Adverse Media & Lists

- ii. Limited Data License; Intelligent Screening Modules. Subject to the terms and conditions of the Agreement and the Order Form, and only for so long as the Order Form is in force and effect, Customer is receiving and accepting from Moody's a limited, non-exclusive and non-transferable license to access Sanctions, Watchlists, PEPs and/or Adverse Media Products from the GRID database (the "GRID Products") that are displayed by Moody's within such Intelligent Screening Modules. Customer agrees to use GRID Products only for purposes of assessing and managing risk with respect to Regulatory Compliance Obligations.
- iii. Use restrictions. Customer shall not republish or otherwise disclose the GRID Products to any third party (excepting any Customer Affiliate that is expressly authorized to access Intelligent Screening Modules pursuant to the Order Form) except as required by law or government regulation, or to respond to legal proceedings or otherwise comply with Customer's Regulatory Compliance Obligations. Customer shall not, in any event, attribute the GRID Products to Moody's in any way, and shall instead cite the original public or publicly available source of the information contained within the GRID Products where available. Customer shall assume full liability for any violation of this provision and shall indemnify and hold harmless the Moody's Parties for any third-party claims against the Moody's Parties arising out of Customer's, and/or, if applicable, Customer's Affiliate's, publication, disclosure and/or attribution in breach of this provision.
- iv. GRID disclaimer. Customer is responsible for making its own further inquiries regarding the materials and information provided to Customer as part of the GRID Products, including but not limited to the original public or publicly available source of the information. Customer acknowledges that (a) the GRID Products utilize an artificial intelligence model to generate summaries of risk events included in the GRID Products ("Riskography"); (b) the Riskography is derived from a limited data set as set forth in each GRID profile forming part of the GRID Products, and the Riskography may contain errors, inconsistencies, or outdated or incomplete information. Customer shall not rely on the Riskography and any other risk events information in the GRID Products and must independently verify the accuracy of the Riskography and its sources. Except as otherwise provided in the Agreement, none of Moody's and its affiliates, makes any express or implied representation or warranty regarding the GRID Products or the Riskography, nor shall Moody's or its Affiliates, have any liability to Customer arising out of or related to Customer's use of the Riskography.
- v. Customer acknowledges that the materials and information about individuals and entities that are provided to Customer as part of the GRID Products (a) are for alert purposes only, and (b) may or may not pertain to the same individual or entity referenced in the relevant inquiry submitted by Customer, such determination to be made solely by Customer; none of Moody's and its affiliates makes any express or implied recommendation or determination as to whether the materials and information about individuals and entities provided to Customer as part of the GRID Products do or do not pertain to the same individual or entity referenced in the relevant inquiry submitted by Customer.
- vi. Where relevant under applicable data protection legislation, (a) Moody's and/or its affiliates is the "data controller" for the collection, aggregation, curation, and distribution of any personal data contained in the GRID Products, and its privacy notice is publicly available online at <https://www.moody's.com/web/en/us/legal/grid-privacy-notice.html>, and (b) Customer is an independent "data controller" and is solely responsible for its use of any personal data contained in the GRID Products and its compliance with applicable data protection legislation, including but not limited to providing any necessary notices and/or obtaining relevant consents or relying on other lawful grounds to process personal data.
- f. Additional Terms, Risk Insights Modules Terms. If pursuant to Section 2.c.i above, Customer activates any of the Risk Insights Modules listed in subclause 2.f.i below within Maxsight Data Access, then for purposes of Customer's use of any such Risk Insights Modules, the following terms shall apply.
 - i. For purposes of this Section, the term "Risk Insights Modules" means the following:
 - Risk Insights – Shell Company Indicator Risk
 - Risk Insights – Sustainability Risk
 - Risk Insights – Operational Risk
 - Risk Insights – EDF-x Risk
 - Risk Insights – Cyber Risk
 - Risk Insights – Forced Labor Risk
 - Risk Insights – Payment Risk Assessment
 - ii. Limited Data License; Risk Insights Modules.
 - a. If pursuant to Section 2.c.i above, Customer activates the Risk Insights – Shell Company Indicator Risk module, then Customer is receiving and accepting from Moody's a limited, non-exclusive and non-transferable license to

- access certain Shell Company Indicator Risk Data ("SCI Data"), that is displayed by Moody's within such Risk Insight Modules.
- b. If pursuant to Section 2.c.i above, Customer activates the Risk Insights – Sustainability Risk module, then Customer is receiving and accepting from Moody's a limited, non-exclusive and non-transferable license to access certain Sustainability Risk Data from the Orbis ESG module, that is displayed by Moody's within such Risk Insight Modules.
 - c. Customer agrees to use the data described in Sections 2.f.ii.a and 2.f.ii.b above only for the purposes expressly authorized by the Agreement and the Order Form.
- iii. The Customer shall not be entitled to copy, save or print out, on any one occasion or in a series of occasions, any data contained in the subscribed Products so as to obtain a version of all or a substantial part of such data.
 - iv. Notwithstanding anything in the Agreement or the Order Form to the contrary, Customer shall not use or integrate the data in the Risk Insights Modules or any portion of the Risk Insights Modules into any indices, structured products or any other similar products or services.
 - v. For purposes of Customer's use of SCI Data, Customer acknowledges and agrees that the indicators of shell company risk set forth within the SCI Data: (a) are generated by Moody's based on methodologies consistently applied to all assessed companies and taking into account individual attributes of such companies and the information then available to Moody; (b) shall be construed solely as statements of opinion and not statements of fact, legal, tax or compliance advice or recommendations to enter or not enter into a designated transaction or business relationship, or take any course of action; and (c) shall be weighed solely as one factor in any decision by Customer. Customer shall accordingly, with due care, make its own evaluation of each transaction, business relationship, or course of action.
 - vi. For purposes of Customer's use of the Risk Insights - Sustainability Risk module, the additional terms and conditions for the Orbis ESG Module posted at <https://www.moodys.com/web/en/us/legal/third-party-licensor-terms.html> shall apply.
 - vii. For purposes of Customer's use of Risk Insights - Cyber Risk, Customer acknowledges that Risk Insights - Cyber Risk contains BitSight data ("BitSight Data") for which the following terms apply:
 - a. The BitSight Data provided hereunder shall be deemed confidential information of BitSight and Customer shall be entitled to use the BitSight Data external to its organization only as follows:
 - i. to share with any third party, including publicly, any BitSight Data that relates exclusively to the Customer and Customer's BitSight-provided industry sector rating; and
 - ii. to share the relevant data that relates exclusively to a rated organization with such organization for the purpose of initiating or maintaining a business relationship, so long as such rated organization is a current or prospective vendor/service provider, regulator, insured, or affiliate (including any portfolio companies or potential acquisition or investment targets) of Customer.
 - b. In respect of the use of the BitSight Data:
 - i. Customer shall not use the BitSight Data to publish and disclose any competitive benchmarking tests or analysis;
 - ii. Customer shall not use the BitSight Data to intentionally disparage, malign or impugn any third party, or to enable access to any third party's network or systems or to disrupt the security, integrity of performance of the same;
 - iii. Customer shall not be entitled to use the BitSight Data to initiate any litigation or support any litigation or arbitration against any third party;
 - iv. Customer shall not remove any copyright notices or other legal disclaimers from the BitSight Data;
 - v. Customer shall not access or use the BitSight Data in order to build or provide a competitive product or service or to share such information for the purpose of generating security product or services revenue;
 - vi. Customer shall not use the BitSight Data for the primary purpose of managing the cybersecurity risk of third parties without the inclusion of other risk factors or considerations such as environmental, social, governance, financial, credit risk or related factors;
 - vii. If Customer is an insurance company, provider or carrier, Customer shall not use the BitSight Data to:
 1. directly sell, market, or underwrite cybersecurity insurance policies, and
 2. sell or market single all-encompassing cyber insurance policies together with a package of individual cyber policies (i.e., breach costs, extortion / ransom, payment processing, or a BI policy specifically for cyber-related interruptions).
 - c. Customer may provide suggestions, annotations, corrections, information, comments (including for enhancements, functionality, or clarification) or other feedback regarding the BitSight Data ("BitSight Feedback"). To the extent Customer voluntarily chooses to provide BitSight Feedback, Customer agrees that BitSight will own all right, title and

- interest in and to the BitSight Feedback (including any and all intellectual property rights subsisting therein), and further assigns and agrees to assign any and all rights in any BitSight Feedback to BitSight.
- d. BitSight Technologies, Inc. shall be deemed a third-party beneficiary of the Agreement and the Order Form with respect to enforcement of its rights in and to the BitSight Data.
- viii. For purposes of Customer's use of Risk Insights – Forced Labor Risk ("Forced Labor Risk"), the following terms shall apply:
- a. Customer acknowledges and agrees that:
- i. the functionality and performance of Forced Labor Risk are dependent on the collection of data from third parties that are designated by Customer for assessment (the "Assessed Third Parties"); and
- ii. Customer's ability to utilize Forced Labor Risk, as well as the Product's performance and the output derived from it, are contingent upon the Customer and the Assessed Third Parties providing Moody's with complete and timely access to the necessary data.
- b. Moody's hereby grants Customer a non-exclusive and non-transferable license to provide to the applicable Assessed Third Party a copy of the assessment of such Assessed Third Party generated by Forced Labor Risk Assessment (the "Assessment"); provided, however, that, the provision of the Assessment to the Assessed Third Party (a) shall be done by Customer on a confidential basis, clearly indicating that the Assessed Third Party shall not be entitled to redistribute the Assessment; (b) shall not be done in a recurrent manner as part of the distribution of automated reports to Customers, investors or other third parties (such as account statements or trade confirmations); and (c) shall not be done in connection with a prospectus or other offering document.
- c. Customer shall not use the license provided herein to provide advisory or consulting services, offer and/or develop for sale and/or distribution a product that competes with any product or service of any Moody's Party.
- d. Customer shall assume full liability for the provision of Assessments to the Assessed Third Parties and any redistribution of the Assessments, and indemnify and hold harmless the Moody's Parties for any third party claims against the Moody's Parties arising out of the Assessment and/or any redistribution thereof.
- ix. For purposes of Customer's use of Risk Insights – Payment Risk Assessment ("Payment Risk Assessment"), the following terms shall apply:
- a. Customer shall use Payment Risk Assessment solely in connection with Customer's present or prospective credit, financial, or risk management transactions with the business entities to which the Customer's inquiries relate. Customer will not use Payment Risk Assessment as a factor in establishing an individual's eligibility for credit or insurance to be used primarily for personal, family or household purposes, or employment purposes, or for any other purposes governed by the Fair Credit Reporting Act. Customer warrants that in utilizing Payment Risk Assessment, Customer has complied and will comply with the federal Equal Credit Opportunity Act, the CAN-SPAM Act, and the Telephone Consumer Protection Act, each as amended, and their state counterparts. Customer hereby agrees to indemnify, defend, and hold Moody's and its affiliates, successors and assigns, and each of their respective officers, directors, employees, shareholders, legal representatives, and agents, and its Licensors, including its third-party data providers, its third party Customer referral sources and endorsers ("Moody's Indemnified Parties") harmless from any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) which are directly incurred by the Moody's Indemnified Parties in connection with any third party claims to the extent arising out of Customer's use of Payment Risk Assessment.
- b. Additional Terms, Trade Data Contribution, Payment Risk Assessment. If the Order Form for the Covered Solutions sets forth that the Customer is appointed as a Trade Data Contributor, then the following terms and conditions shall apply:
- i. Customer agrees to submit its entire accounts receivable portfolio to Moody's (the "Full A/R File") one time per calendar month. Customer must submit its initial Full A/R File within thirty (30) business days of the Effective Date of the Order Form. If Customer fails to provide a Full A/R File during any 60-day period during the Initial Term and any Renewal Term, Moody's reserves the right to increase any pricing for the Products licensed under the Order Form based on Moody's then current list prices by submitting written notice to Customer. Upon receipt of such written notice, Customer shall promptly pay Moody's such additional fees as set forth in the notice.
- ii. "Trade Data" shall mean an accounts receivable file of each of Customer's active and historic accounts that is submitted by Customer to Moody's, including each Full A/R File submitted by Customer. Each Trade Data submission must meet Moody's minimum data requirements and must contain information on all of Customer's

active and historic Customer accounts. Customer hereby represents and warrants to Moody's that all the Trade Data shall be true, accurate, and complete to the best of its knowledge and belief as of the dates submitted to Moody's. To the extent the Trade Data contains any personal information about consumers, Customer hereby also represents and warrants to Moody's that Customer collected the information directly from those consumers and has provided to them all notices required by applicable laws concerning the collection or use of personal information (including the California Consumer Privacy Act). Customer grants to Moody's a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, worldwide, sublicensable right and license to use, reference, copy, modify, create derivative works from, display, publish, and distribute the Trade Data, including for the purposes of: (i) inclusion in Moody's products and services, whether directly or indirectly, including without limitation, Moody's products and services that are sold on a stand-alone basis and those that are integrated into third party products and services; (ii) use in products or services which may be sold or licensed to third parties by Moody's or its distributors; and (iii) Moody's business use, including without limitation, use in any manner chosen by Moody's, including but not limited to, the use of such Trade Data to generate, use, and publish aggregate statistical information. This license shall supersede and control over any separate confidentiality or non-disclosure agreement, including any confidentiality terms included in the Agreement or the Order Form, between the parties in as much as Moody's shall be permitted to retain any Trade Data provided to Moody's and use such Trade Data as permitted by the license granted to Moody's above. If Customer provides Trade Data to Moody's after termination of the Order Form, this Section shall apply to that Trade Data notwithstanding the termination of the Order Form. Moody's shall own all rights, title, and interest in and to any materials, products, or services created by or on behalf of Moody's in any form containing or derived from the Trade Data (or any part thereof), and Customer shall have no ownership, authorship, or moral rights therein. Moody's shall not identify Customer as the source of the Trade Data to any third party unless (i) Moody's is required to do so by legal process, provided that Moody's, where reasonably practicable and to the extent legally permissible, provides Customer with prior written notice of the required disclosure and provided further that Moody's discloses no more information than is reasonably necessary in order to respond to the required disclosure, or (ii) Customer gives written permission to Moody's to do so. Moody's reserves the right at any time to discontinue pricing discounts, if any, for contributors of Trade Data, or to remove Trade Data contributor discounts from Customer's account if Moody's discovers that Customer has failed to contribute Trade Data as agreed or if Customer's Trade Data submissions fail to meet Moody's minimum requirements.

- iii. The terms of this clause (iii) and clause (ii) above, including Moody's license and right to contributed Trade Data (as described above), shall survive the termination of the Order Form indefinitely.

3. Additional Terms, Moody's for Compliance – Usage Allowance. If the Order Form sets forth that Customer will access Moody's for Compliance – Usage Allowance, then for purposes of Customer's use of such Product and Content, the following terms and conditions shall apply:

a. Definitions:

- i. "Authorized Usage Fee" means the amount set forth as the "Authorized Usage Fee" for Moody's For Compliance – Usage Allowance on the Content, Products and Services table of the Order Form..
- ii. "Contract Year" means a 365-day period during the Initial Term or any Renewal Term of the Order Form starting either (i) on the Effective Date of the Order Form; or (ii) on the applicable anniversary of the Effective Date, as the context requires.
- iii. "Moody's for Compliance Content" means any of the individual data checks within the Moody's for Compliance Modules listed on the Moody's for Compliance Content Schedule that are accessed and/or received by the Customer in accordance with the procedures set forth in Section 3.c.ii below.
- iv. "Moody's for Compliance Content Schedule" means the Moody's for Compliance Content Schedule for Moody's for Compliance that is attached to the Order Form, as such Schedule can be amended or updated from time to time by Moody's.
- v. "Supplementary Usage Fee" means with respect to each Top-Up Event (defined below), an amount equal to the Authorized Usage Fee applied by Moody's during the relevant Usage Period; such amount to be prorated based on the actual number of days remaining in such Usage Period taking into account the day on which such Top-Up Event occurred.
- vi. "Usage Period" means with respect to the relevant Authorized Usage Fee, the Contract Year in which such Authorized Usage Fee is applied by Moody's in accordance with Section 3.d below.

Required Subscription to Moody's for Compliance – Express. Use of any Moody's for Compliance Content requires a subscription to Moody's for Compliance – Express. For purposes of Customer's use of Moody's for Compliance Content, Customer shall maintain at all times a subscription to Moody's for Compliance – Express.

- b. Moody's for Compliance Content Schedule – Module Activation. For the purposes of Customer's use of the Moody's for Compliance Content, the following terms will apply:
- i. From time to time during the Term, by submitting a written request to Moody's via webform at support.maxsight.com or www.moody's.com/web/en/us/kyc/about/help.html, Customer may request Moody's to activate and/or de-activate any of the Moody's for Compliance Modules set forth in the Moody's for Compliance Content Schedule. Deactivated Moody's for Compliance Modules and the associated Moody's for Compliance Content shall not be visible nor accessible to Customer. Upon activation of any Moody's for Compliance Module, Customer agrees to pay to Moody's the corresponding fees for Customer's access and/or use of Moody's for Compliance Content within such Moody's for Compliance Module as set forth in this Section. Customer's access and/or use of activated Moody's for Compliance Content shall be subject to the terms and conditions set forth in the Agreement, the Order Form and these Product Terms. The Moody's for Compliance Content Schedule sets forth the activation status of the Moody's for Compliance Content Modules as of the Effective Date of the Order Form.
 - ii. From time to time during the Initial Term and/or Renewal Term, the Customer may access and/or receive certain Moody's for Compliance Content within Moody's for Compliance - Express and, in consideration thereof, Customer shall pay to Moody's the corresponding fees set forth in the Moody's for Compliance Content Schedule, as determined by Moody's, on an individual check basis. Moody's for Compliance Content will be delivered to Customer via Moody's for Compliance - Express. Customer acknowledges that Moody's for Compliance Content can be provided to Customer within the Moody's for Compliance - Express in response to singular or recurring data inquiries which could be manual or automated in accordance with Customer's selected configurations within the Moody's for Compliance - Express; provided, that, each recurring delivery of Moody's for Compliance Content shall count as a separate data check.
 - iii. On the execution date of the Order Form and on each anniversary of the Effective Date during the Initial Term and/or any Renewal Term of the Order Form, Moody's will apply a credit equal to the Authorized Usage Fee against Moody's for Compliance Content to be accessed and/or received by Customer during the applicable Usage Period pursuant to Section 3.c.ii of these Product Terms. Upon the expiration of such Usage Period, any remaining portion of the credit associated with such Authorized Usage Fee (and/or any Supplementary Usage Fee attributable to a previous Top-Up Event occurred during such Usage Period) that has not been used or applied against Moody's for Compliance Content accessed and/or received by Customer during such Usage Period shall be deemed used by Customer, shall be retained by Moody's, and shall not be refunded to Customer.
 - iv. If at any time during a Usage Period, the credit resulting from the Authorized Usage Fee applied by Moody's during such Usage Period (and, if applicable, any Supplementary Usage Fee attributable to a previous Top-Up Event occurred during such Usage Period) is fully applied against Moody's for Compliance Content accessed and/or received by Customer via the Moody's for Compliance – Express during such Usage Period, then a "Top-Up Event" shall be deemed to have occurred. Moody's may, at its discretion, defer a Top-Up Event by providing additional access to Moody's for Compliance Content pursuant to an Authorized Buffer as detailed in the Order Form. Upon the occurrence of a Top-Up Event: (a) a Supplementary Usage Fee shall automatically become due and payable by Customer on the date of the Top-Up Event; and (b) Moody's will apply a credit equal to such Supplementary Usage Fee against Moody's for Compliance Content to be accessed and/or received by Customer during such Usage Period. Moody's will invoice to the Customer any such Supplementary Usage Fee(s) periodically.
- c. Additional Terms, Moody's for Compliance Content – Entity Data Modules. If pursuant to Section 3.c.i above, Customer activates any of the Entity Data Modules listed in subclause 3.d.i below within Moody's for Compliance – Express, then for purposes of Customer's use of any such Entity Data Modules, the following terms will apply:
- i. For purposes of this Section 3.d.i, the term "Entity Data Modules" means the following:
 - Moody's for Compliance – Entity Data – Standard
 - Moody's for Compliance – Entity Data – Enhanced
 - ii. Limited Data License. Subject to the terms and conditions of the Agreement and the Order Form, and only for so long as the Order Form is in force and effect, Customer is receiving and accepting from Moody's a limited, non-exclusive and non-transferable license to access Entity, Corporate Structures and/or Entity Financials data from the Orbis database

that is displayed by Moody's within the Moody's for Compliance – Entity Data – Standard Module. Customer agrees to use such data only for the purposes expressly authorized by the Agreement and the Order Form.

- iii. The Customer may download, save or print out limited excerpts of data contained in the Moody's for Compliance – Entity Data Modules solely as required by it in the course of its permitted use of the subscribed Covered Solutions.
- iv. The Customer shall not be entitled to copy, save or print out, on any one occasion or in a series of occasions, any data contained in the Moody's for Compliance – Entity Data Modules so as to obtain a version of all or a substantial part of such data.
- v. Customer shall not and shall procure that none of its Affiliates or their respective employees and consultants shall, use the Moody's for Compliance – Entity Data Modules to create a product which (a) competes with Moody's or any of its licensors or (b) provides the same or substantially similar functionality, content or features to the Moody's for Compliance – Entity Data Modules, as applicable.
- vi. Notwithstanding anything in the Agreement or the Order Form to the contrary, Customer shall not use or integrate the data in the Moody's for Compliance – Entity Data – Modules or any portion of the Moody's for Compliance – Entity Data Modules into any indices, structured products or any other similar products or services.
- vii. Additional Terms, Moody's for Compliance – Entity Data – Enhanced Module. If pursuant to Section 3.c.i above, Customer activates the Moody's for Compliance – Entity Data – Enhanced Module within the Moody's for Compliance - Express, then for purposes of Customer's use of the Moody's for Compliance – Entity Data – Enhanced Module, the following terms will apply:
 - a. Registry Data. The Moody's for Compliance – Entity Data – Enhanced Module contains information sourced from third party registries (the "Registry Data"). The availability of Registry Data depends, and is based on, the official operating hours of the respective third-party databases and services. Moody's does not and cannot control the flow of Registry Data and the performance of connectivity services to third party services. For this reason, Moody's provides no warranty that use of Registry Data will be uninterrupted or error free. In the event that Moody's is unable to access content, products and/or services from a third-party, necessary to deliver Registry Data or other content, products and/or services within the Moody's for Compliance – Entity Data – Enhanced Module, Moody's will not be liable for any interruption in such Registry Data, content, products or services.
- d. Additional Terms, Intelligent Screening Modules Terms. If pursuant to Section 3.c.i above, Customer activates any of the Intelligent Screening Modules listed in subclause 3.e.i below within Moody's for Compliance – Express, then for purposes of Customer's use of any such Intelligent Screening Modules, the following terms shall apply.
 - i. For purposes of this Section 3.e.i, the term "Intelligent Screening Modules" means the following:
 - Moody's for Compliance – Sanctions
 - Moody's for Compliance – Sanctions+
 - Moody's for Compliance – PEPs,
 - Moody's for Compliance – PEP+
 - Moody's for Compliance – Adverse Media & Lists
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 - iii. Use restrictions. Customer shall not republish or otherwise disclose the GRID Products to any third party (excepting any Customer Affiliate that is expressly authorized to access Intelligent Screening Modules pursuant to the Order Form) except as required by law or government regulation, or to respond to legal proceedings or otherwise comply with Customer's Regulatory Compliance Obligations. Customer shall not, in any event, attribute the GRID Products to Moody's in any way, and shall instead cite the original public or publicly available source of the information contained

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- iv. GRID disclaimer. Customer is responsible for making its own further inquiries regarding the materials and information provided to Customer as part of the GRID Products, including but not limited to the original public or publicly available source of the information. Customer acknowledges that (i) the GRID Products utilize an artificial intelligence model to generate summaries of risk events included in the GRID Products ("Riskography"); (ii) the Riskography is derived from a limited data set as set forth in each GRID profile forming part of the GRID Products, and the Riskography may contain errors, inconsistencies, or outdated or incomplete information. Customer shall not rely on the Riskography and any other risk events information in the GRID Products and must independently verify the accuracy of the Riskography and its sources. Except as otherwise provided in the Agreement, none of Moody's and its affiliates, makes any express or implied representation or warranty regarding the GRID Products or the Riskography, nor shall Moody's or its Affiliates, have any liability to Customer arising out of or related to Customer's use of the Riskography.
 - v. Customer acknowledges that the materials and information about individuals and entities that are provided to Customer as part of the GRID Products (i) are for alert purposes only, and (ii) may or may not pertain to the same individual or entity referenced in the relevant inquiry submitted by Customer, such determination to be made solely by Customer; none of Moody's and its affiliates makes any express or implied recommendation or determination as to whether the materials and information about individuals and entities provided to Customer as part of the GRID Products do or do not pertain to the same individual or entity referenced in the relevant inquiry submitted by Customer.
 - vi. Where relevant under applicable data protection legislation, (i) Moody's and/or its affiliates is the "data controller" for the collection, aggregation, curation, and distribution of any personal data contained in the GRID and its privacy notice is publicly available online at <https://www.moody's.com/web/en/us/legal/grid-privacy-notice.html>, and (ii) Customer is an independent "data controller" and is solely responsible for its use of any personal data contained in the GRID Products and its compliance with applicable data protection legislation, including but not limited to providing any necessary notices and/or obtaining relevant consents or relying on other lawful grounds to process personal data.
- e. Additional Terms, Agentic Modules. If pursuant to Section 3.c.i above, Customer activates any of the Agentic Modules listed in subclause 3.f.i below within Moody's for Compliance - Express, then for purposes of Customer's use of any such Agentic Modules, the following terms shall apply.
- i. For purposes of this Section f, the term "Agentic Modules" means the following:
 - Moody's for Compliance – IDD Reporting Agent (Lite)
 - Moody's for Compliance - IDD Reporting Agent (Lite with Registry Data)
 - Moody's for Compliance – IDD Reporting Agent (Full)
 - Moody's for Compliance – IDD Reporting Agent (Full with Registry Data)
 - ii. Additional Terms, Agentic Modules. For the purposes of Customer's use of the Agentic Modules, the following terms will apply:
 - a. Definitions:
 - (i) "AI" means a data processing or machine-based technology that is designed to operate with varying levels of autonomy, may exhibit adaptiveness after deployment, and, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs, or any other technologies commonly referred to or described as artificial intelligence, language models, natural language processing, or machine learning, with substantially similar functionality to any of the foregoing, or that perform functions normally associated with human intelligence.
 - (ii) "AI Tool" means an electronic machine, device, tool, system, or other technology that uses or incorporates AI.
 - (iii) "Moody's AI Tools" means one or more of the Products that incorporates AI Tool functionality and is included within the Agentic Modules.

- b. Moody's AI Tools. Moody's AI Tools and Product Output are derived from a limited data set and, if applicable, publicly available web sources, and may contain errors, inconsistencies, or outdated or incomplete information. Customer shall independently verify the accuracy of the Product Output. Although certain Agentic Modules and/or the Product Output may contain information regarding credit ratings and research published by Moody's Ratings, neither the Products nor the Product Output is compiled, reviewed, or adjusted by Moody's Ratings. Except as otherwise provided in the Order Form, none of Moody's and its Affiliates make any express or implied representation or warranty regarding the Agentic Modules, the Moody's AI Tools or the Product Output, nor shall Moody's and its Affiliates have any liability to Customer arising out of or related to Customer's use of the Agentic Modules or the Product Output. Customer acknowledges and agrees that any analysis, classifications, ratings, scores, opinions and/or recommendations included within the Product Output shall be construed solely as statements of opinion and not statements of fact, legal, financial, tax or compliance advice or recommendations to enter or not enter into a designated transaction or business relationship, or take any course of action; and (c) shall be weighed solely as one factor in any decision by Customer. Customer shall accordingly, with due care, make its own evaluation of the Product Output, and each transaction, business relationship, or course of action.
- c. Abuse. Customer (a) will not enter into any Moody's AI Tools or the Agentic Modules any prompts designed to generate any inappropriate content or seek to circumvent any protections for any Moody's AI Tools and/or the Agentic Solutions, (b) will not engage in unlawful, harmful, or abusive use of any Moody's AI Tools and/or the AI Delivery, (c) will not use the Products for high-risk use cases as defined in the European Union's Artificial Intelligence Act and similar legislation and regulations, and (d) acknowledges that Moody's AI Tool may leverage models hosted in a third party environment and Customer agrees to adhere to all of the requirements set forth in the following Code of Conduct and the section in the Acceptable Use Policy titled "Using Online Services":
<https://learn.microsoft.com/en-us/legal/ai-code-of-conduct> and
<https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all>.
- iii. Subject to the terms and conditions of the Agreement and the Order Form, and only for so long as the Order Form is in force and effect, Customer is receiving and accepting from Moody's a limited, non-exclusive and non-transferable license to access certain entity, corporate structures and/or entity financials data from the Orbis database that is displayed by Moody's within the Agentic Modules. Customer agrees to use such data only for the purposes expressly authorized by the Agreement and the Order Form.
- iv. Web Materials. Customer acknowledges and agrees that:
- (a) reports generated by the Agentic Modules include data and materials collected from publicly available web sources ("Web Materials");
 - (b) the Web Materials are provided at the request of Customer and for Customer's sole benefit;
 - (c) the Web Materials have not been reviewed, verified, or validated by Moody's, and shall be considered unreliable;
 - (d) Customer shall be solely responsible for determining whether any third-party permissions or authorizations are necessary to use and/or access Web Materials for its internal business purposes and Moody's disclaims any responsibility for obtaining such permissions or authorizations; and
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- v. As the Agentic Modules may contain MSCI Licensed Materials, Customer's use of the Agentic Modules will be subject to the MSCI Licensed Materials Terms and Conditions posted at: <https://www.moody's.com/web/en/us/site-assets/legal-documents/msci-flow-down-terms-and-conditions-12-10-2024.pdf>
- vi. Customer acknowledges and agrees that the reports generated by the Agentic Modules will contain certain Sanctions, Watchlists, PEPs and/or Adverse media data from the GRID database (the "GRID Data"), Customer shall use the GRID Data only for purposes of assessing and managing risk with respect to Regulatory Compliance Obligations.

- vii. Registry Data. With respect to Customer's use of the Moody's for Compliance – IDD Reporting Agent (Lite with Registry Data) Module and the Moody's for Compliance – IDD Reporting Agent (Full with Registry Data) the terms of Section 3.d.vii.a will apply.