

MASTER SUBSCRIPTION AGREEMENT

IF YOU SIGN UP FOR SUBSCRIPTION, EITHER THROUGH THE WEBSITE OR BY SIGNING AN ORDER, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

This Master Subscription Agreement (this “Agreement”) is entered into by and between REsurety, Inc. (“REsurety”) and the legal entity, including its Affiliates (collectively “Subscriber”) identified in the applicable Order. Both REsurety and Subscriber are referred to hereinafter as a “Party”, and together, the “Parties”.

1. Definitions. Any capitalized terms used and not defined herein shall have the meanings set forth in the Order.
 - 1.1. “*Affiliates*” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this Agreement, “control” means direct or indirect ownership or control of fifty percent (50%) of the voting interests of the subject entity.
 - 1.2. “*Authorized Users*” means Subscriber’s or its Affiliates’, employees, contractors and agents that Subscriber authorizes and for whom Subscriber has purchased a subscription (each with a username and password) to use the Services on Subscriber’s behalf.
 - 1.3. “*Confidential Information*” means with respect to any disclosing Party (i) the terms of this Agreement and the Order, excluding the existence of the Agreement and the identities of the Parties, and (ii) any other data, document or information marked or identified as “confidential” or that a reasonable person would expect to be confidential information of the disclosing Party (including but not limited to the following: all trade secrets, processes, patent applications, product development, price, customer lists, pricing and marketing plans, policies and strategies, details of contracts, operational methods, product development techniques, business acquisition plans, new personnel acquisition plans and all other confidential or proprietary documents and information relating to the business and affairs of the disclosing Party or any of its Affiliates, including any notes, analyses, compilations, studies, forecasts, interpretations or other documents that are derived from, contain, reflect, or are based upon any such information).
 - 1.4. “*Documentation*” means the user guides and files made available by REsurety for use with the Services, as updated from time to time.
 - 1.5. “*Intellectual Property of REsurety*” means all intellectual property owned by, or licensed to, REsurety, including but not limited to the following: (i) all patents, trademarks, trade dress, service marks, copyrights, or trade secrets (in each case including any applications therefore, whether or not they are registered or registrable), (ii) all datasets, algorithms, data cleaning and processing methodologies, statistical methods, inventions or works of authorship (whether in tangible form or otherwise), and (iii) any software owned, developed or created (including the Services) in whole or in part by REsurety at any time, whether prior to or during the Initial Term or any Renewal Term(s).
 - 1.6. “*Order*” means an ordering document for Subscriber’s subscription to the Service and/or Services that incorporates this Agreement by reference and is signed by both Parties.
 - 1.7. “*REsurety Information*” means the Services together with the information contained in the Services.
 - 1.8. “*Service*” or “*Services*” means one or more of REsurety’s proprietary products and/or services subscribed to under the Order.
 - 1.9. “*Subscriber Data*” means the data and information the Subscriber uploads and/or creates while using any of the Services (excluding any Confidential Information and Intellectual Property of REsurety).

- 1.10. “*Subscriber Feedback*” means any suggestions, ideas, or recommendations for improving or modifying REsurety’s products and/or services provided by Subscriber, Authorized Users, or Affiliates.
 - 1.11. “*Subscription Fees*” means the subscription fees listed in the Order for access to and use of the Services.
 - 1.12. “*Subscription Term*” means, with respect to the Order, collectively the Initial Term and any Renewal Term(s), as defined in Section 3.2 below.
 - 1.13. “*Updates*” mean all improvements, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Services and Documentation, as developed by REsurety and made generally available for use without a separate charge to Subscribers.
2. Scope. This Agreement governs the access to and use of the REsurety Services the Subscriber may order from REsurety. The description of the Services ordered by Subscriber, and the additional terms and conditions that apply to each such Service, are set forth in the Order that incorporates this Agreement by reference. In the event of an express conflict between the terms of this Agreement and the terms of the Order, the terms of the Order will prevail.
 3. Subscription Terms.
 - 3.1. License. Subject to Subscriber’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, REsurety hereby grants to Subscriber, a non-exclusive, non-sublicensable, non-transferable, limited license to access and use the Services, solely for use by Authorized Users on behalf of Subscriber’s internal business purposes, solely during the Subscription Term, and solely in accordance with the terms and conditions herein and any other terms and conditions provided in the Order.
 - 3.2. Term of Agreement and Renewal. Unless otherwise specified in the Order, the initial term (“Initial Term”) shall be for a period of one (1) year following the Commencement Date specified in the Order. Unless otherwise specified in the Order, the Initial Term shall be automatically extended for successive renewal terms of one (1) year each (each such renewal term, a “Renewal Term”), unless either Party notifies the other in writing of its decision not to extend the term of the Order at least thirty (30) days before the expiration of the term.
 4. Usage Terms.
 - 4.1. Access and Use of REsurety Information. Subscriber shall provide REsurety with written notice specifying the names and electronic mail addresses of its initial Authorized Users. Upon receipt of such notice, REsurety will promptly provide such Authorized Users with usernames and passwords to access and use the Services. Only Authorized Users shall have access to and use of the REsurety Information. Authorized Users shall not share usernames and passwords with any other party, nor provide the REsurety Information to any party that is not an Authorized User (including forwarding via electronic mail). Except as provided in the Order or in Section 4.3 below, Subscriber shall use the REsurety Information solely for Subscriber’s own internal business purposes. Other than to Authorized Users, Subscriber shall not allow use of or provide access to the REsurety Information or any portion thereof to any person (internally or externally), firm or entity, including without limitation any subsidiary, parent or other entity that is affiliated with Subscriber. Subscriber acknowledges and agrees that, as between Subscriber and REsurety, Subscriber shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which, if undertaken by Subscriber, shall be deemed a breach of this Agreement by Subscriber. Subscriber shall undertake appropriate efforts to make all Authorized Users aware of the provisions of this Agreement as applicable to such Authorized User’s use of the Services and REsurety Information and shall cause Authorized Users to comply with such provisions.
 - 4.2. Ownership. Subject to the rights granted in this Agreement, REsurety and its licensors retain all right, title and interest in and to the Intellectual Property of REsurety and the Services, and Subscriber acknowledges that it neither owns nor acquires any additional rights in and to the foregoing that are not expressly granted by this Agreement. However, the preceding sentence does not constitute a representation or warranty regarding ownership of any intellectual property rights or other proprietary interests. REsurety is granting licenses under this Agreement only under Intellectual Property Rights

that are owned by REsurety or that REsurety has a right to sublicense. Subscriber acknowledges that there are no licenses granted by implication under this Agreement and REsurety retains the right to use the foregoing for any purpose in REsurety's sole discretion. REsurety acknowledges and agrees that as between REsurety and Subscriber, Subscriber is and shall remain the exclusive owner of Subscriber Data and Subscriber's Confidential Information, and all intellectual property rights therein.

4.3. Limited Redistribution: Tabular Data; Text; Graphical Images. Notwithstanding Section 4.2, and subject to all of the conditions set forth in this Section 4.3, Subscriber shall have a limited right in the ordinary course of its business to redistribute REsurety Information both internally and externally without an additional license: (i) in the form of graphical images that are static, that do not display any specific data points, and from which it is not possible to extract or otherwise manipulate the REsurety Information; and/or (ii) in tabular data or descriptive text containing minimal excerpts of such REsurety Information, provided that such redistribution complies with all of the following conditions:

- (a) with respect to tabular data or descriptive text, the REsurety Information must be only a limited extract (i.e. an insubstantial amount of data provided only on an ad hoc basis);
- (b) the REsurety Information is provided only on a non-continuous basis;
- (c) the REsurety Information is not updated in real-time;
- (d) the REsurety Information is not updated in accordance with a regular schedule (i.e. updating is infrequent or irregular);
- (e) the provision of the REsurety Information is incidental to Subscriber's business or the user's job function;
- (f) the minimal excerpts of the REsurety Information cannot be used as a substitute for the REsurety Information from which the data was derived and cannot be reverse-engineered to recreate such REsurety Information;
- (g) Subscriber's products or services incorporating the REsurety Information do not have any commercial value; and
- (h) Subscriber does not charge a fee for the REsurety Information and/or any Subscriber products or services incorporating the REsurety Information.

By way of example, such limited redistribution right may include, but is not restricted to any of the following: (A) internal company reports to senior management that are not distributed to any other parties; (B) annual shareholder reports; and (C) legally required briefings, such as to regulatory agencies, in each case in the ordinary course of Subscriber's business.

Subscriber agrees to always identify REsurety as the source of the REsurety Information, and shall display such REsurety logos, trademarks, copyright and/or proprietary notices, disclaimers, or any other confidentiality notices as REsurety may request on each website, screen, document page or any other format that includes REsurety Information, or data derived therefrom.

Except as specifically provided in this Section 4.3 or in the Order, Subscriber shall not create any derivative work from the REsurety Information and Subscriber shall not publish, reproduce, and/or otherwise distribute, externally or internally, the REsurety Information or any component or portion thereof in any manner (including, but not limited to, via or as part of any Internet site) without an additional license. Any use or distribution of the REsurety Information beyond the express uses authorized under this Agreement is subject to the payment of additional fees to REsurety. REsurety reserves the right, in its sole discretion, to determine if Subscriber's use of the limited redistribution rights granted under this Section 4.3 violates the terms of this Agreement.

4.4. API credentials. In order to access certain Services, Subscriber may need to use the REsurety application programming interface ("API"). For this purpose, REsurety grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access, use, and integrate the Services with Subscriber's application(s) in accordance with this Agreement (the "API License"). In order to access and use the REsurety API, REsurety will provide Subscriber with credentials in the form of a key specific to Subscriber (the "API Credentials"). The API Credentials are confidential information and property of REsurety. Subscriber is responsible for maintaining commercially reasonable security and control of Subscriber's API Credentials in accordance with this section. Subscriber is prohibited from selling, transferring, sublicensing, or disclosing the API Credentials to any third party, other than to Subscriber's third-party service providers who need such information in order to perform services for Subscriber, if applicable. REsurety may immediately revoke or terminate

Subscriber's API Credentials if Subscriber shares Subscriber's API Credentials with any third party (other than third party service providers who need such information in order to perform services for Subscriber) or if Subscriber breaches this Agreement.

- 4.5. Restrictions on Use. Except as expressly permitted in this Agreement, regarding the Intellectual Property of REsurety, the Services, the REsurety Information, the API and the Documentation (for purposes of this Section 4.5, collectively, the "REsurety Technology"), Subscriber shall not, and shall not permit any other Authorized User or third party to:
- (a) copy the REsurety Technology, in whole or in part;
 - (b) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the REsurety Technology;
 - (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the REsurety Technology to any third party;
 - (d) reverse engineer, disassemble, decompile, decode, or adapt the REsurety Technology, or otherwise attempt to derive or gain access to the source code of the REsurety Technology, in whole or in part;
 - (e) bypass or breach any security device or protection used for or contained in the REsurety Technology or Documentation;
 - (f) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, proprietary or copyright notices, terms of the Documentation, warranties, disclaimers, Intellectual Property of REsurety, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of the REsurety Technology or Documentation;
 - (g) use the REsurety Technology in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
 - (h) use the REsurety Technology for purposes of: (i) benchmarking or competitive analysis of the REsurety Technology; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to REsurety's detriment or commercial disadvantage;
 - (i) use the REsurety Technology in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, applications, safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the REsurety Technology could lead to personal injury or severe physical or property damage; or
 - (j) use the REsurety Technology or Documentation in ways other than for its intended and permitted use or in any manner or for any purpose or application not expressly permitted by this Agreement.
- 4.6. Financial Instruments. Subscriber acknowledges and agrees that neither this Agreement nor the Order confers on Subscriber any rights to use the REsurety Information or any data contained therein as the basis for, or as a component of, any indices or any financial instruments whatsoever (including without limitation, swaps, options, forward contracts, notes, warrants, exchange-traded options, futures contracts, or bilateral contracts) and that a separate express license from REsurety is required for such purpose. It is understood that the foregoing shall not, in the ordinary course of Subscriber's business, prohibit Authorized Users from performing analyses based on REsurety Information to which Subscriber obtains access under this Agreement.
- 4.7. Use of Supplemental Data Offerings. As a convenience to Subscriber, REsurety may, from time to time, make available to Subscriber content, data products or services, and/or information provided by third parties (collectively, "Supplemental Data Offerings"). Subject to the payment of the licensing fees in accordance with the applicable Order, REsurety hereby grants to Subscriber, and Subscriber hereby accepts, a limited, non-exclusive, non-transferable right and license to receive, access, use and store the Supplemental Data Offering for its internal business purposes only, which may include advising individual third party clients or using and processing raw Supplemental Data to create derivative works that use limited subsets and/or summarized data from the Supplemental Data Offerings ("Permitted Uses"). Any other derivative works are prohibited without the express written permission of REsurety and its licensors. Subscriber agrees that it will only use the Supplemental Data Offerings under the terms set forth and as permitted in the applicable Order. Subscriber agrees that it shall not (i) receive,

reproduce, copy, market, sell, convey, distribute, license, sublicense, assign, lease, timeshare, modify, amend, publish, rent or otherwise use the Supplemental Data Offerings for any reason other than a Permitted Use; (ii) create derivative works, including without limitation, transactions, adaptations, arrangements, or any other alteration, of the Supplemental Data Offerings for any reason other than a Permitted Use; (iii) allow any third parties to access the Supplemental Data Offerings through any means; or (iv) incorporate the Supplemental Data Offerings with or into any other data, application, product or service that discloses the Supplemental Data Offerings to third parties. Notwithstanding anything to the contrary in this Agreement, RESurety does not warrant any Supplemental Data Offerings.

If Subscriber enables any Supplemental Data Offerings for use with RESurety Services, Subscriber acknowledges that RESurety may share with or allow providers of that Supplemental Data Offerings to access certain Subscriber Data as required for the interoperation and support of such Supplemental Data Offerings with the RESurety Services, including without limitation, Subscriber's name, Subscription start date, level of access, or number of locations accessed. Subscriber agrees and accepts that Supplemental Data Offering providers shall have the right to contact Subscribers for purposes of discussing such Supplemental Data Offering provider's products and services. RESurety shall not be responsible for any disclosure, modification, or deletion of Subscriber Data resulting from any such access by the providers of Supplemental Data Offerings. Subscriber agrees and understands that use of Supplemental Data Offerings by Subscriber is solely in Subscriber's discretion. Any utilization by Subscriber of such Supplemental Data Offerings, and any direct exchange of data between Subscriber and any provider of a Supplemental Data Offering, is solely between Subscriber and the applicable provider of the Supplemental Data Offering.

5. Support Terms.

- 5.1. Support Services. During the Subscription Term, RESurety shall provide the support services set forth in this Section 5 to Subscribers at no additional charge. Subscribers may also purchase advanced or premium support services from RESurety subject to payment of additional support fees.
- 5.2. Technical Support. Subscriber may request technical support from RESurety by submitting a request via email to the applicable email address (for example: remap@resurety.com, or carbon@resurety.com). When submitting a request for technical support, Subscriber must (i) specify the problem with the Service and provide relevant information to enable RESurety to reproduce the problem, and (ii) provide RESurety with reasonable assistance, as requested, to help troubleshoot the problem. RESurety will not be responsible for providing support for problems in the operation or performance of the Service if the problem relates to (i) access to or interaction with any third party software or database that is not part of the Services as specified in the Order or (ii) any use or modification of the Service other than as authorized in the Agreement or the Order.
- 5.3. Updates. RESurety makes Updates to the Services on an ongoing basis. Except in the case of urgent Updates, RESurety will use commercially reasonable efforts to schedule downtime for routine maintenance (less than fifteen (15) minutes downtime) on Saturday or Sunday or during other such hours that RESurety reasonably determines minimizes impact on its collective customers. RESurety will use commercially reasonable efforts to give Subscriber at least twenty-four (24) hours' notice prior to all scheduled downtime expected to exceed fifteen (15) minutes.

6. Fees and Charges.

- 6.1. General. Subscriber shall pay all Subscription Fees, and other fees and charges stated in the Order, plus all applicable taxes, including, but not limited to, value-added, sales, use and similar taxes, in U.S. Dollars within thirty (30) days from receipt of RESurety's invoice. RESurety may increase its fees and charges for any RESurety Information at any time after the Initial Term by providing written notice to Subscriber at least forty-five (45) days prior to the first day of any Renewal Term. Unless otherwise specified in the Order, any discounts to fees and charges in the Order shall apply to the Initial Term only.
- 6.2. Changes in Authorized Users. Subscriber may change its designated Authorized Users by providing written notice to RESurety, provided that the number of Authorized Users at any given time does not exceed the number of Authorized Users assigned to Subscriber for each Service included in the Order. Subscriber may request RESurety increase or decrease the number of Authorized Users, subject to the

following: (i) any increases to the number of Authorized Users that are agreed to by REsurety shall be subject to upward adjustments of fees on a pro-rated, prospective basis based upon REsurety's rates in effect as of the date of the increase; and (ii) any request to decrease the number of Authorized Users shall be made at least thirty (30) days prior to the first day of a Renewal Term, which shall be reflected in an amendment to the Order, with such decrease and the corresponding adjustment of fees to take effect on the first day of such Renewal Term.

6.3. Late Payment. Failure by Subscriber to pay any fees or other charges within thirty (30) days after the corresponding invoice date shall constitute a material breach of this Agreement and the Order. REsurety may assess a late charge at the rate of one percent (1%), or the highest rate permitted by law (whichever is lower), per calendar month on all amounts due and not paid within such thirty (30) day period until Subscriber makes payment in full.

6.4. Compliance. At REsurety's request, Subscriber shall, promptly provide a written certification by an authorized signatory that Subscriber is in full compliance with any license restrictions provided herein or in the Order. Subscriber agrees to cooperate fully with REsurety in reconciling any disparities in Authorized User counts or other licensing disparities revealed by REsurety's verification procedures, and REsurety shall be entitled to invoice Subscriber or credit Subscriber's account, as appropriate, for the pro rata difference, if any, between the amount of fees actually charged to Subscriber by REsurety and the reconciled amount that should have been charged.

7. Termination; Suspension.

7.1. Termination for Cause. A Party may terminate the Order if the other Party (i) commits a material breach of this Agreement and does not cure the breach within thirty (30) days from receipt of written notice or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If Subscriber terminates this Agreement for cause, REsurety will promptly refund to Subscriber the unused portion of the Subscription Fees that were paid for the Service for the remainder of the Subscription Term. If REsurety terminates this Agreement for cause, Subscriber will promptly pay any unpaid Subscription Fees for the remainder of the Subscription Term.

7.2. Suspension of Service. REsurety may temporarily suspend delivery and access to the Services or any component thereof if (i) Subscriber has undisputed or past due Subscription Fees or other fees, (ii) Subscriber or any Authorized User is using the Services for fraudulent or illegal activities, (iii) REsurety reasonably determines that Subscriber's or any Authorized User's use of the Services poses a security risk to REsurety or any third party, including without limitation, to any third party data, or may subject REsurety or any third party to liability, or (iv) REsurety has reasonable grounds to believe Subscriber is violating the terms and/or conditions set forth in this Agreement and/or the Order. REsurety will give Subscriber reasonable prior notice if access will be suspended and will promptly restore access once the issue has been resolved. For the avoidance of doubt, with respect to clause (i) above, REsurety will not suspend access if Subscriber is, reasonably and in good faith, disputing a fee and cooperating in resolving such dispute.

7.3. Effect of Termination. Upon the expiration or termination of the Order by either Party (such date, the "Termination Date"):

(a) all licenses granted under this Agreement will terminate, and neither Party will have continuing rights to use any Confidential Information of the other Party or to exercise any intellectual property rights having been licensed under this Agreement. Each Party will discontinue its use and will return the Confidential Information of the other Party.

(b) Subscriber shall cease to provide to Authorized Users any further access to the features and functionality of the Services. Subscriber will (i) immediately cease all use of the terminated REsurety Information or portion thereof provided under the Order, (ii) pay to REsurety any unpaid fees that had accrued prior to the Termination Date, and (iii) return to REsurety, or destroy, all tangible embodiments of the relevant REsurety Information (and all copies and portions thereof) residing in any electronic or other systems and records in Subscriber's possession or control. At REsurety's request, an authorized signatory of Subscriber shall certify to REsurety in writing that Subscriber has fully complied with this requirement.

(c) The following provisions will survive termination or expiration of this Agreement: Sections 1, 4.2, 4.5, 6, 7.3, 8, 9, 10, and 11, and any other provisions that must survive to meet their essential purpose.

8. Confidentiality and Disclosure.

8.1. Each Party agrees that Confidential Information is confidential and each Party shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its own confidential information and in no event less than a reasonable degree of care. No Party shall disclose the Confidential Information to any party other than the Party's Affiliates, and each of the Party's and its Affiliates' directors, officers, employees, counsel, accountants, consultants, independent contractors, subcontractors, agents, auditors, credit rating agencies, lenders and financing parties (collectively, "Representatives") who have a need to know such information; provided that:

(a) such Party informs each such party with access to the Confidential Information of the confidential nature of such Confidential Information, the terms of this Section 8, and that such terms apply to them; and

(b) such Party uses commercially reasonable efforts to ensure that each such party complies with the terms of this Section 8 and that any Confidential Information received by such party is kept confidential.

The following information shall not be considered Confidential Information: (i) information as may become generally available to the public, other than as a result of a violation of this Agreement, (ii) information as may be requested by any governmental authority, or required in connection with any litigation or any court or regulatory proceeding, or to comply with any applicable law, order, regulation, ruling, or regulatory or accounting disclosure rule or standard, and (iii) information obtained from a non-confidential source that disclosed such information in a manner that did not violate its obligations to the disclosing Party in making such disclosure. If any Party becomes compelled by legal or administrative process to disclose any Confidential Information, such Party will, to the extent permitted by applicable law, provide the other Party with prompt notice so that the other Party may seek a protective order or other appropriate remedy, or waive compliance with the non-disclosure provisions of this Section 8 with respect to the information required to be disclosed. If such protective order or other remedy is not obtained, or such other Party waives compliance with the non-disclosure provisions of this Section 8 with respect to the information required to be disclosed, the compelled Party will furnish only that portion of such information that it is legally required to be furnished.

8.2. Notwithstanding anything in this Agreement to the contrary, Subscriber and REsurety hereby expressly agree that the existence of this Agreement and the identities of the Parties are not considered Confidential Information. Unless otherwise set forth on the Order, Subscriber consents to REsurety's use of Subscriber's name (and corresponding trademark and logo) on REsurety's website and marketing materials to identify Subscriber's business as a customer.

8.3. Notwithstanding anything in this Agreement to the contrary, Subscriber:

(a) acknowledges that (i) REsurety is in the business of providing valuation, risk assessment, settlement, and other similar data analysis services with respect to the value or financial risk exposures of renewable power generation assets, including but not limited to wind and solar farm generation facilities (the "Valuation & Risk Services"), and (ii) the Confidential Information of Subscriber and/or Subscriber Data may include data relevant for the Valuation & Risk Services (the "Valuation & Risk Data"), which may be aggregated into other REsurety data sets for purposes of providing the Valuation & Risk Services;

(b) agrees that REsurety shall have the right to (i) use such Valuation & Risk Data for purposes of research and development relating to REsurety's products and/or services and disclose such Valuation & Risk Data on an aggregated and anonymous basis, (ii) use such Valuation & Risk Data in connection with the Valuation & Risk Services and disclose such Valuation & Risk Data on an aggregated and anonymous basis, and (iii) retain a copy of the Valuation & Risk Data for use as permitted by this Section 8.3.

9. Disclaimer of Warranties and Limitation of Liability.

- 9.1. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, RESURETY, ITS AFFILIATES AND ALL OF THEIR THIRD-PARTY LICENSORS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE RESURETY INFORMATION, INCLUDING, BUT NOT LIMITED TO, THE SERVICE(S), INFORMATION, DATA, SUPPLEMENTAL DATA, SOFTWARE OR PRODUCTS CONTAINED THEREIN, OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF. A REFERENCE TO A PARTICULAR INVESTMENT, SECURITY, RATING, OR ANY OBSERVATION CONCERNING A SECURITY OR INVESTMENT PROVIDED IN THE RESURETY INFORMATION IS NOT A RECOMMENDATION TO BUY, SELL, OR HOLD SUCH INVESTMENT OR SECURITY OR MAKE ANY OTHER INVESTMENT DECISIONS. NEITHER RESURETY, NOR ITS AFFILIATES OR THEIR THIRD-PARTY LICENSORS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS, OR COMPLETENESS OF THE RESURETY INFORMATION, SUPPLEMENTAL DATA, OR ANY COMPONENT THEREOF OR ANY COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO ORAL OR WRITTEN COMMUNICATIONS (WHETHER IN ELECTRONIC OR OTHER FORMAT), WITH RESPECT THERETO. ACCORDINGLY, ANY USER OF THE INFORMATION CONTAINED IN ANY OF THE RESURETY INFORMATION SHOULD NOT RELY ON ANY RATING OR OTHER OPINION CONTAINED THEREIN IN MAKING ANY INVESTMENT OR OTHER DECISION. RESURETY, ITS AFFILIATES, AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR DELAYS IN THE RESURETY INFORMATION OR SUPPLEMENTAL DATA. THE RESURETY INFORMATION, SUPPLEMENTAL DATA, AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND SUBSCRIBER'S USE OF THE RESURETY INFORMATION IS AT SUBSCRIBER'S OWN RISK.
- 9.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL RESURETY, ITS AFFILIATES OR THEIR THIRD-PARTY LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, TRADING LOSSES, OR LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. RESURETY, ITS AFFILIATES, AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST SUBSCRIBER BY THIRD PARTIES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF RESURETY, ITS AFFILIATES, AND THEIR THIRD-PARTY LICENSORS IN CONNECTION WITH THE RESURETY INFORMATION, SUPPLEMENTAL DATA, AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM(S) OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE FEES PAID BY SUBSCRIBER TO RESURETY UNDER THE ORDER FOR THE RESURETY INFORMATION IN QUESTION IN THE MONTH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN. NOTHING IN THIS AGREEMENT SEEKS TO LIMIT OR RESTRICT LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.
- 9.3. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THIS AGREEMENT, THE ORDER, THE RESURETY INFORMATION, OR THE SUPPLEMENTAL DATA MAY BE BROUGHT BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.
10. REsurety's Proprietary Rights/Injunctive Relief.
- 10.1. All proprietary rights (including, but not limited to, copyrights, trade secrets, database rights and trademark rights) in the REsurety Information (including, but not limited to, all information, data, ratings and ratings symbology, software, products and documentation contained or included therein) are and shall remain the sole and exclusive property of REsurety, its Affiliates, and their third-party licensors. The REsurety Information (i) is compiled, prepared, revised, selected, and arranged by REsurety, its Affiliates, and their third-party licensors through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money, and (ii) constitutes the valuable Intellectual Property of REsurety, its Affiliates, and their third-party licensors. Subscriber shall protect the copyrights, trade secrets, database rights, trademarks and other proprietary rights of REsurety, its Affiliates, and their third-party licensors in the REsurety Information (including, but not limited to, any contractual, statutory, or common-law rights) during and after the term of this Agreement or the Order. Subscriber shall honor and comply with all reasonable requests made by REsurety to protect the rights of REsurety, its Affiliates, and their third-party licensors in the

REsurety Information. Nothing in this definition is intended to assign to REsurety from Subscriber or otherwise limit Subscriber's use of intellectual property separately owned or licensed by Subscriber.

- 10.2. Copying, using, accessing, or distributing the REsurety Information, or any information, data, or software contained therein, in breach of this Agreement and/or the Order shall cause REsurety, its Affiliates, and/or their third-Party licensors irreparable injury that cannot be adequately compensated for by means of monetary damages. REsurety, its Affiliates, and their third-party licensors may enforce any breach of this Agreement or the Order by Subscriber by means of equitable relief (including, but not limited to, injunctive relief, and temporary and preliminary injunctive relief) in addition to any and all other rights and remedies that may be available, without the posting of a bond.
- 10.3. Subscriber shall defend, indemnify and hold harmless REsurety, its Affiliates, and their third-party licensors from and against any and all costs, claims, damages, expenses and liabilities (including, but not limited to, reasonable legal expenses and court costs) incurred by or imposed upon REsurety, its Affiliates, and their third-party licensors arising from any breach of Subscriber's obligations, or of the limitations or restrictions set forth in this Agreement and the Order.
- 10.4. Unless otherwise specified in the Order, Subscriber has no obligation to provide Subscriber Feedback. If Subscriber provides Subscriber Feedback to REsurety, REsurety will have a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, transferable, sublicensable right and license to fully use, practice, and exploit such Subscriber Feedback for any purposes whatsoever in any medium now known or hereinafter developed.

11. Miscellaneous.

- 11.1. Force Majeure. REsurety shall have no responsibility or liability for any delays, interruptions in, or failures of its performance under this Agreement or the Order beyond its control, including, but not limited to, acts of nature, acts of governmental authority, fire, acts of war, terrorism, flood, strikes, severe or adverse weather conditions, power failures, or communications line or network failures.
- 11.2. Compliance with Law. Subscriber shall comply with all federal, state, local, and exchange laws, rules, and regulations now or hereinafter in effect. Subscriber agrees that it will not engage in, and is not currently engaged in, the operation of any unlawful transactions or business and that it will not use or permit anyone to use the REsurety Information for unlawful purposes.
- 11.3. Sanctions. As of the Effective Date, to the best of Subscriber's knowledge: (i) neither Subscriber nor any of Subscriber's Affiliates, or any director or corporate officer of Subscriber or any of its Affiliates, is the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the European Union, the United Nations Security Council, or other applicable sanctions authority (collectively, "Sanctions"); (ii) Subscriber is not fifty percent (50%) or more owned or controlled, directly or indirectly, buy any person or entity that is the subject of Sanctions; (iii) Subscriber is not an agency or instrumentality of, or an entity owned or controlled by, the government of a country that is the subject of territorial Sanctions, nor located, organized, or resident of a country that is the subject of territorial Sanctions; and (iv) no entity fifty percent (50%) or more owned or controlled by a direct or indirect parent of Subscriber is the subject of Sanctions. As of the Effective Date, to the best of REsurety's knowledge, no entity fifty percent (50%) or more owned or controlled by a direct or indirect parent of REsurety is the subject of Sanctions. For so long as this Agreement is in effect, each Party will promptly notify the other if any of these circumstances change.
- 11.4. Relationship of the Parties. REsurety, in furnishing services to Subscriber hereunder, is acting as an independent contractor and the relationship of the Parties under this Agreement shall not constitute a partnership or joint venture for any purpose. REsurety is not an agent of Subscriber and has no right, power, or authority, expressed or implied, to represent or bind Subscriber as to any matters.
- 11.5. Notice. Any notice, notification, request, confirmation, demand, or determination provided by a Party pursuant to this Agreement and the Order shall be in writing and shall be delivered by either (i) certified United States mail, postage prepaid, return receipt requested or (ii) electronic mail transmission (where receipt is affirmatively acknowledged by the recipient, excluding auto-receipts) to the address of the other Party set forth in the Order or such other address as is provided by the other Party in accordance

with this Section 11.5. The effective date of notice shall be the date of delivery to the addressee (in the case of certified United States mail) or the date that receipt is affirmatively acknowledged by the recipient (excluding auto-receipts) in the case of electronic mail transmission.

- 11.6. Succession. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, and permitted assigns.
- 11.7. Assignment. Subscriber may not assign or otherwise transfer (including, but not limited to the operation of law) this Agreement without the prior written consent of REsurety, and any such attempted assignment or transfer shall be null and void and shall constitute a material breach of this Agreement. In addition to and notwithstanding the foregoing, if the ownership of Subscriber at any time shall pass out of the majority control of its owners as of the Effective Date by sale of stock or assets, merger, or otherwise, Subscriber shall give REsurety written notice not fewer than thirty (30) days before the effective date of any such change of control. REsurety shall have the right to terminate the Order by providing written notice to Subscriber within thirty (30) days following receipt of such notice of change of control. If REsurety does not elect to terminate the Order, the new owner of Subscriber shall assume all of Subscriber's obligations under this Agreement and the Order and shall be responsible for adhering to all of the terms of this Agreement and the Order.
- 11.8. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of New York without reference to its conflict of laws provisions. Each Party (i) agrees that any action or claim arising out of any dispute in connection with this Agreement, and any rights or obligations hereunder to the performance or enforcement of such rights or obligations, to the extent not resolved by mutual agreement, shall be brought in the courts of the State of New York or the United States District Court located in the Borough of Manhattan in New York City and (ii) consents to the exclusive jurisdiction of such courts. Each Party hereby waives any objection that it may have now or hereinafter to the venue of any such suit, any such court, or that any such suit is brought in an inconvenient court.
- 11.9. Waiver of Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS OR OBLIGATIONS.
- 11.10. Entire Agreement. This Agreement, together with the Order, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral. No oral statements or prior written material not specifically incorporated herein will be of any force and effect, and no changes in or additions to this Agreement will be recognized unless incorporated herein by amendment as provided herein and signed by duly authorized representatives of both Parties. The application of Subscriber's general terms and conditions, in any general vendor acknowledgement or Subscriber's other general purchasing conditions, are hereby expressly excluded and objected to by REsurety. This Agreement shall apply and supersede the pre-printed terms and conditions of any form submitted by either Party, unless such form is executed by both Parties. This Agreement is a collaborative drafting effort and the provisions of the Agreement will not be construed against a Party as the purported drafter. The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same, or any other provision hereof. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of this Agreement, which will remain in full force and effect in accordance with its terms. With respect to any unenforceable provision, the applicable court shall deem the provision modified to the extent necessary, in such adjudicator's opinion, to render such term or provision enforceable, and the rights and obligations of the Parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties set forth herein. Headings in this Agreement shall not be used to interpret or construe its provisions. The following order of precedence will be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Orders, or other documents: first, the terms contained in the body of this Agreement (which may give priority to Orders for certain purposes); second, the terms of the Orders; third, the terms of any statement of work or attachment under an Order; and fourth, the terms of any other documents referenced in any of the foregoing.

