

SERVICE SPECIFIC TERMS AND CONDITIONS ESG PROFESSIONAL SERVICES

These Service Specific Terms and Conditions apply only to Client's purchase and use of certain Professional Services. Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms and Conditions shall have the meaning given them in the Company's General Terms and Conditions.

1. Company may provide you with certain Professional Services as specified in a written proposal or otherwise identified in the Order Form. Professional Services generally commence with a kickoff call between the Parties to discuss the topic and review timelines and deliverables. Depending on the type of project, the details of the timeline and review cycles will vary. In most cases Client will be provided with two opportunities to provide corrections and editorial suggestions during the project review cycle—an opportunity to review after the first draft has been delivered and a second opportunity to review the proposed final deliverable.

2. If Client fails to provide corrections and editorial suggestions within thirty (30) business days from delivery of any draft content, Company will consider the written content accepted and the project completed. Should the Client request a third opportunity to provide corrections, Company may consider this a change order request and further edits will be quoted and billed as a separate engagement. Any Services supplied by Company at the request of the Client which are not specified in an Order Form will be charged and/or invoiced at Company's then standard time and materials rate or at the rate specified in a then current Order Form for substantially similar Services, if applicable.

3. Company reserves the right to revise the Fees for Professional Services if significant changes or additions are made by Client to the project scope following Company's receipt of a signed Order Form. If Company has already commenced work on the project, Company will issue a change order for the amount of any additional Fees associated with the changes or additions to the project scope.

4. The Professional Services provided by Company are solely for the benefit of Client. If Client is an entity, usage is limited solely to the employees thereof and shall not include public relations firms or other research/analyst firms without Company's prior written consent. If Client is an individual, usage is limited solely to that individual.

5. Unless otherwise specified in the Order Form, the Professional Services provided in accordance with these Service Specific Terms are non-cancellable and shall remain in effect for the duration of the term until they expire or are earlier terminated in accordance with Section 7 of the General Terms and Conditions.

6. Advisory Program Services

6.1 Where Client purchases ESG Professional Services in the form of advisory programs with access to research reports ("ESG Syndicated Research") as provided on the Order Form, then Client is prohibited from sharing, transferring, or distributing information contained in ESG Syndicated Research to third parties.

6.2 Clients may distribute materials provided in connection with ESG Syndicated Research on an unlimited basis within Client's organization. Any distribution of ESG Syndicated Research materials to individuals outside Client's organization is strictly prohibited. Notwithstanding the foregoing, Client may, with Company's express written permission, use select figures, tables, and other information provided in connection with ESG Syndicated

Research in Client-produced materials such as presentations, press releases, and sales and marketing materials, provided that such materials are submitted to Company in writing for review and that such materials contain proper attribution to Company. All citations of ESG Syndicated Research must (a) identify the source of the content as Company, Inc. and (b) include the title, month, and year of publication.

7. Custom Content Services

7.1 Where Client retains ESG Professional Services for purposes of creating custom white papers, solution showcases, e-books, validation reports, presentations, infographics, instagraphics, and client-sponsored videos ("ESG Custom Content") as provided on the Order Form, then Client may distribute unmodified ESG Custom Content on an unlimited basis; provided, however, Client is expressly prohibited from sharing, transferring, or otherwise distributing ESG Custom Content to channel partners without obtaining Company's prior written permission and paying any additional licensing fees.

7.2 Client may, with Company's express written permission, use select quotes, figures, tables and other information contained in ESG Custom Content in Client-produced materials such as presentations, press releases, and sales and marketing materials, provided that such materials are submitted to Company in writing for review and that such materials contain proper attribution to Company.

7.3 All citations of ESG Custom Content must: (a) identify the source of the content as Company, Inc. (b) include the title of the Company publication, and the applicable month and year of the publication.

7.4 Company may provide you with certain analyst services as specified in the Order Form for certain ESG Custom Content including webinars and analyst originals. The webinars and analyst original services include providing you with a subject matter expert analyst who will participate in, and provide input during, a scheduled webinar or analyst original and perform such other related consulting and advisory services in preparation of the webinar including providing feedback and input regarding the webinar content. Where Company webinar analyst services are utilized for Client-produced webinars, you agree to provide the final webinar content to Company for approval. If you reschedule these services after the Order Form is signed, you will be responsible for any Losses incurred by Company. For clarity, in no event may Client cancel these services after the Order Form is signed. You are granted a limited right and non-exclusive license to distribute and display the analyst's input and likeness in connection with the Services; provided, however, any comments, suggestions, input, feedback or other contributions made by the analyst remain Company's Intellectual Property. Company agrees that such limited right and non-exclusive license will survive termination of the Agreement.

8. Research and Consulting Services

8.1 Where Client retains ESG Professional Services to conduct a Client-sponsored custom market research project, the output of said project (including, but not limited to, survey questionnaires, tabulated survey results documents, presentations, and spreadsheets) (“ESG Custom Research”) as provided on the Order Form, may be utilized by the Client solely for its internal use. Figures, tables and other information obtained through an ESG Custom Research project may be used by the Client in Client-produced materials such as presentations, press releases, and sales and marketing materials with Company’s express written permission. Approval will only be granted upon Company’s review of the citation in context of the final Client materials. All citations of research statistics that are part of ESG Custom Research must be clearly described as conducted by Company on behalf of Client in all Client materials.

8.2 All citations of ESG Custom Research must: (a) identify the source of the content as Company, Inc. (b) include the title of the Company publication, and the applicable month and year of the publication.

8.3 Where Client retains ESG Professional Services for purposes of sponsoring a multi-client market research project, the research output of said project (including, but not limited to, survey questionnaires, tabulated survey results documents, and spreadsheets) (“ESG Multi-Client Research”) as provided on the Order Form, may be utilized by the Client solely for its internal use. Company reserves the right to use the research data collected as a part of this project for its own purposes including publication in Company documents. Client may utilize up to five (5) research data points, including figures, tables and other information obtained through an ESG Multi-Client Research project, in Client-produced materials such as presentations, press releases, and sales and marketing materials with Company’s express written permission. Approval from Company will only be granted upon Company’s review of the citation in the context of the final Client materials. All citations of research statistics that are part of ESG Multi-Client Research must be clearly described as conducted by Company on behalf of a Client in all Client materials.

8.4 Any custom content assets derived from a Custom Research Services project or a Multi-Client Research Services project are subject to the terms and conditions for ESG Custom Content Services in Section 7 above.

9. Reservation of Rights

All rights and licenses not otherwise expressed herein are reserved to Company, including translation rights and distribution and posting rights. Additional rights are available on a license basis for an additional fee for, among other things, translations and use of Custom Content or Custom Research by third parties such as channel partners.