

Supply of Football Manager Data Licence Terms (“Data Supply Terms”)

Last updated: 15th November 2024

These Data Supply Terms become legally enforceable on the date the authorised signatory of the Recipient provides an electronic signature in relation to an Order Form (“**Effective Date**”).

These Data Supply Terms are between:

- (1) **SPORTS INTERACTIVE LIMITED**, a private limited company incorporated in England under company registration number 2950954 with its registered office at 27 Great West Road, Brentford, Middlesex, TW8 9BW (“**SI**”); and
 - (2) the entity identified as the Recipient in a completed Order Form (“**Recipient**”)
- each a “**Party**” and together, the “**Parties**”.

BACKGROUND

- (a) SI is a developer of football management simulations through its Football Manager series of games (“**Football Manager**” or “**FM**”) and collects and generates data in relation to professional football players and football club staff throughout the world.
- (b) SI is part of the SEGA Europe Limited group of companies, which are private limited companies located in Europe that develop and publish video games (“**SEGA Europe**”). SEGA Europe is part of the global SEGA group (“**SEGA**”) and is owned by Sega Sammy Holdings Inc, a publicly traded company located in Japan.
- (c) Recipient is responsible for the management and operations of a professional football club.
- (d) In exchange for the Fees, SI has agreed to supply Recipient with access to a subset of the data from the Football Manager database (the “**FM Database**” as defined below), for the Term, for the Limited Purpose.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Data Supply Terms, unless the context otherwise requires or permits, the terms set out below shall have the meaning set out opposite them.

“Affiliates”	means a Party’s holding company and subsidiary companies and all subsidiaries of its ultimate holding company (and, for the purpose of this definition, holding company and subsidiary company shall have the meanings given to them in section 1159 of the Companies Act 2006).
“Agreement”	means the legally enforceable terms which govern the relationship between the Parties in respect of the Recipient’s license of the FM Data, namely the applicable Order Form and these Data Supply Terms.
“Authorised Users”	which means such individuals as specified by the Recipient in writing to SI (email is sufficient) that SI shall provide access to the Platform.
“Confidential Information”	means any information (including trade secrets) (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain relating to the business, products, affairs and finances of the Parties and/or any of the Parties’ Affiliates for the time being confidential

to the Parties and/or any Affiliates including, without limitation, the FM Database, FM Data, FM Personal Data, technical data, any personnel data, and know-how relating to the business of either Party and/or any Affiliates or any of their business contacts.

"Data Protection Laws"	means all applicable laws in respect of privacy, data protection and the processing of personal data, including Regulation (EU) 2016/679 (" GDPR "), the GDPR as incorporated into the laws of the United Kingdom by way of the EU (Withdrawal) Act 2018 (" UK GDPR "), the Data Protection Act 2018, any other applicable laws, legislation or statutory instruments, and any guidance issued by a competent national supervisory authority.
"Delivery Method"	means access to SI's Platform or via secure ftp/electronic transfer as determined by SI in its sole discretion.
"DPO"	means the Data Protection Officer for SI and SEGA who may be contacted at dpo@sega.co.uk .
"Equipment"	means any computer equipment, hard drives, memory storage units, other hardware, materials or similar on which the Recipient stores the FM Data.
"Fee"	means the sums payable by the Recipient to SI for the license of the FM Data as specified in the Order Form.
"FM Data"	means the subset of data from the FM Database that SI has agreed to provide to the Recipient as specified in the applicable Order Form, and which shall be used strictly in accordance with the terms of this Agreement.
"FM Database"	means a database owned by SI comprising data from and using or representing approximately 600,000 real-life football professionals from around the world, including the FM Personal Data.
"FM Personal Data"	means the personal data of any real-life professional within the FM Database which includes some or all of the following data: (i) given first name and surname, (ii) date of birth, (iii) age, (iv) nationality, (v) details about the football professional's club, which may include contract type and expiration date, team and game statistics, (vi) estimated gross salary, earnings per week and number of bonuses awarded, (vii) physical attributes, such as hair colour, height, weight and body type, (viii) medical history (limited to injuries or illnesses that prevent a player from playing football for a period of time) where football professionals have themselves or through their representatives made such medical history, or allowed it to become, public; and (ix) various technical, mental and physical attributes.
"IPR"	means copyright (including future copyright), database rights (including sui generis database rights and database copyright), patents (including rights in,

and/or to, inventions), trade marks, service marks, trade names and business names (in each case including rights in goodwill attached thereto), design rights, and all other intellectual property rights in each case subsisting at any time in any part of the world (whether registered or unregistered).

“Limited Purpose” means utilising the FM Data within the Recipient’s existing statistical and analytical modelling infrastructure for its own internal business operations for the purposes of technical football analysis, including in respect of the scouting and assessment of clubs, players and staff. For the avoidance of doubt, the FM Data shall not be disclosed in whole, or in part, to any external third party and/or any Affiliates.

“Order Form” means the document which identifies the Recipient and sets out the commercial details agreed between the Parties.

“Platform” means SI’s proprietary platform as made available to the Recipient that allows the Recipient to access the FM Data in accordance with the terms of the Agreement.

“Security Standards” means the minimum physical, technical and organisational measures set out at Schedule 1 which the Recipient shall have in place to ensure adequate security of the FM Data.

“SI Representatives” means the SI Account Manager specified on the applicable Order Form and/or such other representatives notified to the Recipient at any time.

“Subscription Start Date” means the date the Recipient is first provided access to the Platform as specified in the Order Form.

“Subscription End Date” means the date SI terminates the Recipient’s access to the Platform as specified in the Order Form.

“Term” means the period commencing upon the Subscription Start Date and expiring on Subscription End Date, unless:

- a) extended by SI by notice in writing (by email); or
- b) terminated in accordance with Clause 10 (*Term and Termination*).

1.2 If there is any conflict between the terms of the Order Form and the Data Supply Terms, the precedence of terms shall be as follows:

1.2.1 Order Form; then

1.2.2 Data Supply Terms.

2. SUPPLY OF FM DATA

2.1 In consideration of the Recipient’s strict compliance with the terms of this Agreement and the promises, covenants and obligations contained herein, SI grants to the Recipient a non-exclusive, non-transferable,

non-sublicensable licence to access the Platform and to use the FM Data during the Term for the Limited Purpose.

- 2.2 It is expressly understood and agreed that the limited licence granted to Recipient permits the Recipient to use the FM Data in conjunction with the Recipient's existing datasets, but that the Recipient shall not take any steps or measures to permanently combine those datasets, and does not include the right to reproduce, copy, modify, publish, post, transmit, distribute, display, perform, sub-license, create derivative works of, develop, improve or otherwise exploit the FM Data, except as strictly necessary for the Limited Purpose provided in this Clause 2 (*Supply of FM Data*). For the avoidance of doubt, the Recipient shall not be permitted to disclose, transfer or transmit the FM Data to any of its Affiliates, representatives, or any other third party.
- 2.3 The Recipient acknowledges and agrees that it shall acquire no rights in any FM Data or the FM Database by virtue of entering into and performing its obligations under this Agreement, save as set out herein. All rights in the FM Data not expressly granted to the Recipient in this Agreement are hereby reserved to SI.
- 2.4 The FM Data contains FM Personal Data, as well as certain club names, together with other ancillary data relating to clubs used to identify the players to whom the data fields relate. It is expressly understood and agreed by the Recipient that SI makes no representation that such information constitutes any IPR owned by third parties (including those clubs which are referenced therein), nor that the provision of FM Data constitutes any form of licence of any third party IPR.
- 2.5 SI shall supply the FM Data to the Recipient using the Delivery Method. .

3. OWNERSHIP OF IPR

- 3.1 SI shall own all the IPR which may subsist in the Platform and FM Data and any goodwill associated with the same. The Recipient shall not be entitled to claim any rights or ownership in the Platform and/or FM Data during or at any time after the Term and will not register or seek to claim ownership of any IPR in the Platform and/or FM Data.
- 3.2 SI will, at its option (exercisable in its sole discretion), have the conduct of all proceedings relating to the enforcement of any rights (including IPR) in the Platform and the FM Database (including the FM Data). The Recipient shall give all reasonable co-operation in relation to protecting such rights including taking any reasonable action in respect of such rights as requested by SI in writing in advance.

4. SECURITY OBLIGATIONS OF RECIPIENT

- 4.1 The Recipient agrees to adhere to the security practices and systems within the Security Standards to ensure that the FM Data is kept secure, including but not limited to preventing unauthorised access to the Platform, and copying, modification, storage, reproduction, display or distribution of the FM Data. SI may change any security requirements on prior written notice (by email) to the Recipient, following which the Recipient shall implement such changes within a reasonable period mutually agreed by the Parties, or this Agreement shall be terminated.
- 4.2 In addition to, and notwithstanding the Recipient's obligations within the Security Standards, the Recipient shall take all technical and organisational measures to ensure:
- 4.2.1 the FM Data is protected against loss, destruction and damage, and against unauthorised access, use, modification, disclosure or other misuse;

- 4.2.2 that it shall not knowingly introduce any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of the Platform;
- 4.2.3 the reliability and trustworthiness of Authorised Users; ;
- 4.2.4 that Authorised Users sign an appropriate confidentiality undertaking and is aware that the FM Data is confidential information, and that a failure to comply with this undertaking may be a criminal offence and may also lead to the Recipient taking disciplinary action against them; and
- 4.2.5 it complies with the express instructions of SI from time to time in connection with the use of the Platform and/or FM Data, which shall be treated as Confidential Information for the purposes of this Agreement.

4.3 The Recipient shall immediately notify SI Representatives, and the SEGA security team (Security.Support@sega.co.uk) if it becomes aware of any breach of its security obligations as set out these Data Supply Terms, which incorporates the requirements set out in the Security Standards.

5. DATA PROTECTION

- 5.1 Both Parties shall, at all times, comply with Data Protection Laws for the collection, use and processing of FM Personal Data.
- 5.2 For the avoidance of doubt, SI collects, uses and processes any FM Personal Data (including the FM Data) in accordance with its Football Manager Privacy Policy which is available to read at <https://www.footballmanager.com/privacy-policy-professionals> (as updated from time to time).
- 5.3 Following access to the FM Data via the Platform, which includes the FM Personal Data, the Recipient shall be deemed an independent controller responsible for collection and use of the FM Data. For the avoidance of doubt, SI and the Recipient shall not be deemed joint controllers of any FM Personal Data as described in Article 26 of the UK GDPR.
- 5.4 The Recipient shall immediately notify SI, and its DPO, if it:
 - 5.4.1 becomes aware that a disclosure of any FM Data may be required by law; and/or
 - 5.4.2 receives a request from a data subject whose personal data is contained within the FM Data, to access their FM Personal Data or to cease or not begin processing, or to rectify, block, erase or destroy their FM Personal Data, or that the data subject objects to the processing. The Parties will cooperate in promptly investigating and dealing with such request in order to ensure that the data subject's rights under any applicable data protection regulations are satisfied; and/or
 - 5.4.3 receives any request, correspondence, notice or other communication whether orally or in writing from the Information Commissioner's Office, any other national supervisory authority, or any other person, relating to the FM Data; and/or
 - 5.4.4 becomes aware of any unauthorised access, breach, or compromise of its security which may impact the FM Data; and/or
 - 5.4.5 becomes aware of any other breach of this Clause 5 (*Data Protection*).
- 5.5 The Recipient agrees that an authorised representative of SI may, at any time during normal business hours upon ten (10) business days' notice, inspect the site where the Recipient holds the FM Data in order to verify compliance with its obligations under this Agreement.

- 5.6 In the event that SI receives a request from a data subject to cease processing, or to rectify, block, erase or destroy, or that they object to the processing of, their FM Personal Data, or is required by a court of competent jurisdiction to cease processing FM Personal Data, SI shall notify the Recipient (where applicable) and the Parties will cooperate in dealing with such request in order to ensure that the data subject's rights under any applicable Data Protection Laws are satisfied, including by way of provision of an update of the FM Data and/or deletion of the FM Personal Data from all sources held by SI, Recipient and/or any clients of the Recipient (where applicable).
- 5.7 Notwithstanding Clause 5.6, the Recipient shall, without undue delay and in any event within one month, cease processing and delete any FM Personal Data relating to: (i) a data subject's health (including injuries); and/or (ii) special categories of personal data of a data subject; and/or (iii) a data subject under the age of 18-years, upon receiving such a request from either the data subject directly or being notified of such a request by SI.
- 5.8 The Recipient warrants and undertakes that it shall not:
- 5.8.1 process the FM Personal Data in such a way which would be considered profiling or automated decision-making (as defined in the UK GDPR and set out in Article 22 of the UK GDPR); and
- 5.8.2 rely solely on the FM Database to make any decision about any data subject which produces a legal effect on, or could similarly significantly affect, such data subject.
- 5.9 The terms "**controller**", "**data subject**", "**process**" and "**supervisory authority**" where used in this Clause 5 and the definition of Data Protection Laws shall have the meaning ascribed to them in the UK GDPR. The "**processes**" and "**processing**" shall be construed accordingly.

6. FEES

In consideration of the supply and license of the FM Data to the Recipient via the Platform, the Recipient shall pay the Fee, the receipt and sufficiency of which is hereby acknowledged by SI.

7. RECIPIENT WARRANTIES AND INDEMNITY

- 7.1 The Recipient hereby represents, warrants and undertakes that it is responsible for its own compliance with all laws and regulations in relation to its obligations under this Agreement, including without limitation Data Protection Laws, and undertakes to SI that:
- 7.1.1 it has full right, title and authority to enter into this Agreement;
- 7.1.2 it shall perform all of its obligations in this Agreement, including its obligations at Clause 4 (*Security Obligations of Recipient*) and Clause 5 (*Data Protection*), and shall provide notice to SI in writing immediately on becoming aware of any breach of its obligations and take all necessary actions to immediately remedy such breach;
- 7.1.3 it has obtained any relevant consents and approvals necessary in order to be able to use the FM Data as it envisages for the Limited Purpose;
- 7.1.4 it shall refrain from decompiling or attempting to reverse engineer the design and function of any of the FM Data and/or the Platform or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied within any FM Data and/or the Platform or any portion thereof by any means, or make any alteration, additions or modifications to the FM Data;

- 7.1.5 it shall not, and shall not permit or authorise any third party to, scrape, collect, collate or otherwise assemble the FM Data from its Equipment;
 - 7.1.6 it shall not do or cause to be done any act or thing contesting or in any way impairing or tending to impair any of SI's rights, title, and/or interests in or to the Platform and/or FM Data (or any portion thereof), including but not limited to infringement of SI's and/or SEGA's IPR;
 - 7.1.7 it shall not permit, directly or indirectly, any third party, including any appointed representatives, the use of all or any part of the Platform and/or the FM Data, and shall not sell, lease, license or otherwise transfer or dispose of the FM Data, or permit any lien or other encumbrance with respect to the Platform and/or the FM Data; and
 - 7.1.8 it will not do anything which could reasonably be considered to bring SI, SEGA or the business or brands of each of the foregoing into disrepute or damage the goodwill attached to them.
- 7.2 The Recipient shall indemnify, defend and hold harmless SI, and its respective officers, directors, agents and employees from any and all losses, liabilities (including provision for contingent liabilities), fines, damages, costs and expenses arising from or in connection with:
- 7.2.1 any breach by Recipient of the warranties set out in this Clause 7 (*Recipient Warranties and Indemnity*);
 - 7.2.2 any use of the FM Data or Platform outside of the Limited Purpose; or
 - 7.2.3 any claim from any player(s) engaged by the Recipient or, in respect of whom, the Recipient has used or consulted FM Data (in each case, unless such claim results from a breach by SI of its obligations in Clause 5) provided that SI: (i) notifies Recipient promptly of any such claim or potential claim of which it becomes aware, stating in reasonable detail the nature of the claim and the amount claimed; (ii) will provide Recipient with all information and assistance reasonably required by Recipient to assist Recipient to defend or settle such claim; (iii) will allow Recipient to have exclusive control of the conduct and disposal of such claim (but will give reasonable consideration to the views of SI); and (iv) will not reach any settlement or make any payment or admissions in respect of any part of the claim without Recipient's prior written approval.
- 7.3 Without prejudice to Clause 3.2, the Recipient shall notify SI in writing of any suspected infringement of the Platform and/or FM Data by any third party forthwith upon such suspected infringement coming to the attention of the Recipient, but shall not take any steps or action whatsoever in relation to such suspected infringement unless requested to do so in writing by SI.
- 7.4 The Recipient acknowledges that any unauthorised access, destruction, alteration, addition or impediment to access or use of the Platform and/or FM Data when stored in any computer, or the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom Recipient is authorised to publish or disclose the fact or document) may be a criminal offence and/or be likely to cause significant loss or damage to SI, and the Recipient agrees and acknowledges that, in addition to any other available remedies, SI shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement.

8. SI WARRANTIES AND INDEMNITY

- 8.1 SI hereby represents, warrants and undertakes to the Recipient that:

8.1.1 it has full right, title and authority to enter into this Agreement; and

8.1.2 it shall grant access to the Platform (including the provision of the FM Data) in accordance with the terms and subject to the conditions set out in this Agreement.

8.2 To the fullest extent permissible under applicable law, the Recipient expressly agrees that the use of the Platform and the FM Data is at its sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with the Recipient. To the maximum extent permitted by applicable law, access to the Platform and the provision of the FM Data to Recipient is on an "as is" and "as available" basis without warranty of any kind, and SI hereby disclaims all warranties and conditions with respect to the Platform and the FM Data, either express or implied, including, but not limited to, the implied warranties of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, non-infringement of third party rights, and as to the results to be obtained by the Recipient or others resulting from use of the Platform and the FM Data. SI does not guarantee that the Platform will always be available, uninterrupted or error-free. No oral or written information or advice given by SI or its authorised representative(s) shall create a warranty. SI makes no representations about the suitability of the information contained in the Platform and the FM Data, which may include technical inaccuracies or typographical errors.

8.3 Subject to Clause 8.2, SI shall indemnify, defend and hold harmless the Recipient, and its respective officers, directors, agents and employees from any and all losses, liabilities (including provision for contingent liabilities), fines, damages, costs and expenses arising from third party claims as a result of any breach by SI of the warranties set out in this Clause 8 ("**Claim**") provided that Recipient:

8.3.1 notifies SI promptly of any Claim or potential Claim of which it becomes aware, stating in reasonable detail the nature of the Claim and the amount claimed;

8.3.2 will provide SI with all information and assistance reasonably required by SI to assist SI to defend or settle the Claim;

8.3.3 will allow SI to have exclusive control of the conduct and disposal of such Claim (but will give reasonable consideration to the views of Recipient); and

8.3.4 will not reach any settlement or make any payment or admissions in respect of any part of the Claim without SI's prior written approval.

9. LIMITATION OF LIABILITY

9.1 Subject to Clause 9.3, neither Party shall be liable for any actual or alleged indirect losses or consequential loss, loss of profits or revenues, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss whatsoever, howsoever arising suffered by the other Party (including by way of any claim for damages or otherwise).

9.2 Subject to Clause 9.3, the Recipient acknowledges and agrees that its exclusive remedy for any dispute with SI is to stop using the Platform and FM Data. In no event shall SI or its Affiliates be liable to Recipient or any third party for any damages whatsoever, including (but not limited to) any special, punitive, incidental, indirect or consequential damages of any kind, or any damages resulting from loss of use, data or profits, whether or not SI has been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the Recipient's use of the Platform and FM Data, including damages to property,

loss of goodwill, computer failure or malfunction and, to the extent permitted by law, damages for personal injuries, even if SI has been advised of the possibility of such damages.

- 9.3 Nothing in this Agreement shall exclude or limit either Party's liability where such liability cannot be limited or excluded by applicable law.

10. TERM AND TERMINATION

- 10.1 The Term of this Agreement shall commence on the Effective Date and expire at the end of the Term, unless otherwise earlier terminated in accordance with the terms of this Clause 10 (*Term and Termination*).
- 10.2 SI may immediately terminate this Agreement and/or revoke or temporarily suspend the Recipient's access to the Platform at any time, and for any reason. Except where such termination, revocation or suspension is due to the Recipient's breach of any of the terms of this Agreement, SI shall provide Recipient with a pro-rata refund any Fees paid by the Recipient for the unused portion of the Term. Such payment shall be made by SI within thirty (30) days of termination of the Agreement.

11. CONSEQUENCES OF TERMINATION

- 11.1 Save where expressly stated otherwise, the expiry or termination of this Agreement shall be without prejudice to any rights which have already accrued to the Parties under this Agreement.
- 11.2 Upon expiry or lawful termination of this Agreement:
- 11.2.1 all rights and licenses granted by SI to the Recipient shall immediately be revoked and cancelled and shall revert to SI; and
 - 11.2.2 the Recipient shall cease using the Platform and FM Data, and within a reasonable period, as directed by SI, remove such original FM Data from any internal datasets or analyses destroy any FM Data in its possession and provide evidence of such destruction if requested by SI.

12. ASSIGNMENT

The Recipient shall not be entitled to assign the benefit or the burden of this Agreement without SI's prior written consent.

13. ANNOUNCEMENTS AND CONFIDENTIALITY

- 13.1 This Agreement and its particulars are strictly confidential and no disclosure shall be made in relation to this Agreement, without the prior written consent of the other Party and no Party shall without the prior written consent of the other (save as required by law) disclose to any third party (other than its professional advisors) any information concerning the terms of this Agreement and/or the terms or subject matter of documents referred and/or set out herein, including but not limited to the Platform and FM Data.
- 13.2 No announcements or press releases shall be made or issued by a Party in relation to this Agreement or the arrangements contemplated herein, including the termination thereof.
- 13.3 Except as permitted by this Agreement, the Parties agree to keep in strict confidence all data, findings, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by each Party to the other and to their representatives and any other Confidential Information concerning the Parties' business or their products which the Parties may obtain.

13.4 The Parties acknowledge and agree this Clause 13 (*Announcements and Confidentiality*) shall survive expiry or termination of this Agreement.

14. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement and all negotiations and any legal agreements prepared in connection with this Agreement, and any dispute or claim arising out of or in connection with it or its formation (including non-contractual disputes or claims) shall be governed by and construed with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of in connection to it.

15. NOTICES

15.1 All notices to be served under this Agreement shall be delivered:

15.1.1 by hand or sent by first class pre-paid registered post (airmail, if overseas), or by DHL, UPS or FedEx courier to the registered business address of the relevant party; or

15.1.2 by email, for SI *For Attention Of: General Counsel* at legal@sega.co.uk and for the Recipient to the contact details provided at the *Legal Notices* section of the Order Form.

15.2 A notice shall be deemed to have been served if delivered by hand on the date of delivery, if posted on the expiration of forty-eight (48) hours, or (in the case of airmail) seven days after posting, or if sent by courier upon signed acknowledgement of receipt. Notices given by email shall be deemed to have been received four (4) hours after sending, unless a delivery failure notification is received.

16. GENERAL

16.1 Save as otherwise expressly provided herein, this Agreement shall operate to the entire exclusion of any other agreement or understanding of any kind between the Parties preceding the date of this Agreement. These Data Supply Terms shall not be varied or modified except in writing signed by all the Parties.

16.2 The granting by a Party of any time in respect of any breach of any provision of this Agreement by the other Party shall not be deemed a waiver of such breach and the waiver by a Party of any breach of any provision of this Agreement by the other Party shall not prevent the subsequent enforcement of that provision and shall not be deemed a waiver of any subsequent breach.

16.3 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this Agreement.

16.4 Unless expressly provided to the contrary in this Agreement, nothing in this Agreement confers or purports to confer, on any third party, any benefit or right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

Schedule 1: Security Standards

The Recipient shall ensure throughout the Term that its physical, technical and organisational security measures meet or exceed the measures set out in this schedule:

1. ACCOUNT SECURITY

- 1.1. **Account Management:** The Recipient shall be responsible for maintaining the confidentiality and security of its Authorised Users account credentials. The Recipient must ensure that unauthorised individuals do not gain access to its Authorised Users' accounts and thereby the FM Database. Account credentials are unique to each Authorised User and login credentials must not be shared with others.
- 1.2. **Authentication Measures:** The Recipient shall require its Authorised Users to implement appropriate authentication measures to safeguard their access to the Platform. This must include at least the following measures:
 - 1.2.1. The Recipient shall require t Authorised Users' passwords to be a combination of upper and lower cases, numbers, special characters and a minimum of 10 characters long.
 - 1.2.2. The Recipient shall prohibit passwords which are common patterns (such as sequential numbers). The Recipient provide guidance to Authorised Users on what constitutes an easily guessable or weak password (such as using easy-to-remember words such as "password", or birthdays or anniversaries).
 - 1.2.3. The Recipient shall deploy multi-factor authentication.
 - 1.2.4. The Recipient shall requireme Authorised Users to change passwords a minimum of every 12 months.
- 1.3. **Access Controls:** The Recipient must ensure that only Authorised Users can access user accounts for the Platform and associated data. Access to the Platform should be restricted based on roles and responsibilities to prevent unauthorised usage. The Recipient shall review access permissions a minimum of every 12 months, and promptly revoke accesses no longer required. The Recipient shall maintain access logs and periodically review such logs and make such logs available upon written request. Unauthorised access attempts must be promptly investigated and communicated in writing to SI (in accordance with Clause 4.3 Data Supply Terms).

2. PHYSICAL SECURITY

- 2.1. **Physical Security:** The Recipient shall secure data storage and processing facilities against unauthorised physical access. This includes the use of locked doors, security badges, and surveillance systems. Where the Recipient outsources such data storage, it shall procure any third-party it engages shall have in place equivalent physical security measures. All equipment and devices used by Authorised Users to access the FM Database or Platform shall be encrypted.
- 2.2. **CCTV Surveillance:** The Recipient premises shall incorporate CCTV cameras to cover all entry and exit points, sensitive areas, and critical infrastructure.

3. CYBER SECURITY PREVENTATIVE MEASURES

- 3.1. **Encryption:** The Recipient shall ensure all FM Data and Platform data is encrypted both in transit and at rest using industry-standard encryption protocols.
- 3.2. **Firewalls and Intrusion Detection Systems:** The Recipient shall implement and maintain network firewalls and intrusion detection/prevention systems to monitor and protect against unauthorised access and cyber threats.
- 3.3. **Regular Security Audits:** The Recipient shall conduct regular security audits and vulnerability assessments to identify and mitigate potential security risks.
- 3.4. **Anti-Malware Protection:** The Recipient shall install up-to-date anti-malware software installed on all systems accessing FM Database or Platform, and conduct regular scans of such systems. .
- 3.5. **Patch Management:** The Recipient shall keep systems and applications up to date with the latest security patches and updates to protect against known vulnerabilities.

4. ORGANISATIONAL BEST PRACTICES

- 4.1. **Prohibition of Harmful Activities:** The Recipient and Authorised Users shall not engage in activities that could harm the Platform, the FM Data or other users. This includes, but is not limited to, the introduction of malware, unauthorised system scanning, or exploitation of vulnerabilities.
- 4.2. **Resource Usage and Service Disruption:** To ensure fair usage and maintain optimal performance for all users, the Recipient shall abide by the following guidelines regarding resource usage and service disruption:
 - 4.2.1. Avoid excessive or unnecessary API calls
 - 4.2.2. Manage the number of concurrent connections to the Platform to prevent overloading the service
 - 4.2.3. Adhere to any API rate limits set by SI to prevent service degradation for other users
 - 4.2.4. Prohibit unauthorised bulk data extraction
- 4.3. **Training and Awareness:** Authorised Users must undergo regular security awareness training to understand the importance of data security and how to recognise and respond to potential threats.
- 4.4. **Incident Response Plan:** The Recipient shall have an incident response plan that outlines procedures for detecting, responding to, and recovering from security incidents.
- 4.5. **Policy Reviews:** The Recipient shall review its policies at least annually and update as necessary to ensure its effectiveness and relevance to emerging threats and technological advancements.