

1. **Licence:** We hereby grant you a non-exclusive non-transferable licence ("Licence") to use frost.com. Upon payment of our invoice, members of your organisation who have been allocated a user name and password ("User") and who are located at the Site may browse, copy or download reports for internal use only, that are available as part of your Service.
2. **Use of the reports:** The license is limited to using the reports solely for your internal business use. Users shall maintain the look and feel of the reports and not misrepresent, change or make additions to, take out of context the reports or any part of them. All copies shall bear our proprietary notices and the date on which they were copied from frost.com.

Users shall not: keep the reports on a computer intranet or extranet that may be accessed by or permit a user name, password or report to be used by, any members of your organisation not located at the Site or any other third party.

Users may not access any of the reports if there are any sums due and outstanding to us. We may change the reports available in your Service at any time whilst taking all reasonable endeavours to ensure that such changes do not materially affect the quality or nature of the Service.

3. **Data Protection:** Both parties undertake to comply with all relevant data protection legislation as may be in force from time to time. All personal data provided to us will be handled in accordance with our Privacy Policy, attached.
4. **Fees:** The fees for your Service are payable annually upon receipt of our invoice and are exclusive of VAT which shall be added to the sum in question. You waive any right to set off counterclaims against the fees.

We reserve the right to increase the annual fee each year on the anniversary of this Agreement by giving you not less than [14] days notice.

5. **Disclaimers:** Frost.com is provided "as is" and "as available". The information contained in the reports has been compiled with reasonable skill and care but includes projections, predictions and opinions and it does not address any particular circumstances or requirements. We do not give any warranties, express or implied, as to quality or fitness for a particular purpose or any information provided is accurate, complete or correct. In these respects, you or any User must not place any reliance on any information provided by frost.com for any purpose.

We have taken all reasonable steps to ensure the reports are free from infection from viruses or other items of a destructive or contaminating nature but it is your duty to scan the reports for viruses. If you fail to take all reasonable steps to detect viruses this warranty shall not apply.

Frost.com may contain links that lead to websites operated by third parties over which we have no control. Such links are provided for your convenience only and do not imply any endorsement of the material on such websites or any association with their operators and we are not responsible or liable for their contents.

6. **Proprietary Rights** All copyright, database rights and other intellectual property rights in frost.com and the reports are and shall remain our property or the property of our suppliers.

You shall notify us immediately if you or any Users become aware of any unauthorised use of frost.com or the reports. You shall indemnify us against any losses, damages and expenses incurred by us caused by any infringement of our rights in frost.com or the reports by any person in breach of or arising out of this Agreement.

7. **Liability** We shall not be liable for any loss arising out of: frost.com being unavailable for any reason; a Users' failure to retain their user name and password and keep it confidential in accordance with the terms of this Agreement.

We shall not be liable for any consequential or indirect loss suffered by you whether it arises from breach of a duty in contract, tort or in any other way including negligence. Non-exhaustive illustrations of consequential or indirect loss would be loss of profits or revenue; loss of business opportunities, loss of contracts; business interruption; loss of goodwill; loss of anticipated savings; liabilities to third parties.

Subject to clause 7 paragraph 1, in respect of direct loss, our total liability for any one claim or for the total of all claims arising from any one act or default (whether arising from our negligence or otherwise) shall not exceed one million pounds (£1,000,000). Nothing in this Section is deemed to exclude or restrict our liability to you for death or personal injury resulting from our negligence.

8. **Duration and Termination:** You may terminate this Agreement by giving not less than two months prior notice, expiring on any anniversary of this Agreement.

We may terminate this Agreement immediately if:

you are in breach of any of your obligations under this Agreement, or you infringe any of our proprietary rights in frost.com or the reports, or you make any voluntary arrangement with your creditors or become subject to an administration order or have a receiver appointed over any of your property, go into liquidation or cease or threaten to cease to carry on business. Upon termination all access rights of all Users at the Site to the reports shall be immediately cancelled.

Termination of this agreement shall not affect the rights and liabilities of either party subsisting at the date of termination.

9. **Assignment:** You shall not assign or otherwise transfer this Agreement or any of its rights and obligations nor sublicense the use (in whole or in part) of Frost.com or your use of the reports without our prior written consent.
10. **Variation:** We reserve the right to add to or change the terms of this Agreement. We shall notify you of any changes to this Agreement by posting them on our website. You will be deemed to accept any change upon using Frost.com any time thereafter.
11. **Notices:** Subject to clause 10, Any notice given by either party to the other shall be in writing addressed to that other party at its registered office or principal place of business.
12. **Applicable Law:** English law applies to this Agreement and any dispute arising in connection with it is subject to the non-exclusive jurisdiction of the English courts.