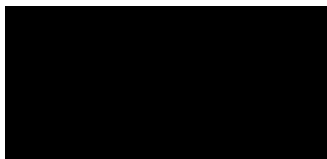



Refinitiv Master Terms



Master Terms version: 3.1	Master Terms unique number: RMA_A-10190069_Sep2022
Client number: A-10190069	Effective Date: the later signature date by either party below
Client entity: Ekonomicko-spravní fakulta MU	Refinitiv entity: Refinitiv Czech Republic s.r.o. ("Refinitiv")
Address: Lipova 507/41a, Brno, 602 00, Czech Republic	Address: Na Perstýně 342/1, Stare Mesto, 110 00 Praha-1, Czech Republic
Signature: 	Signature: 
Name and title:	Name and title: Ing Jan Kubik, CEMS MIM, Executive Director Czech Republic
Date of signature:	Date of signature: Sep-30-2022

The entities signing above ("**parties**") are bound by these Master Terms. Capitalized terms used but not otherwise defined are set forth in Clause 19 (Definitions and Interpretation).

1. GENERAL

- 1.1. **Parties.** Each party and their Affiliates may enter into Order Forms which are governed by the Master Terms. Where an Order Form is entered into by an Affiliate, references in the Agreement to "Refinitiv" refer to Refinitiv's Affiliate, and references to "Client" refer to Client's Affiliate and "parties" or "party" shall be construed accordingly. All Order Form(s) executed by the same entities, together with the Master Terms, collectively comprise a single Agreement between such entities only. Accordingly, one or more separate Agreements may be created, each governed by the same Master Terms.
- 1.2. **Precedence.** If there is any conflict among any elements of the Agreement, the descending order of precedence will be (unless expressly stated otherwise for any particular terms): Order Form, Annexes, Schedules, Master Terms (excluding the Annexes and Schedules). Clause 6 (Third Party Provider Restrictions) takes precedence over any conflicting term of the Agreement.

2. TERM

The Master Terms commence on the Effective Date specified above ("**Effective Date**") and will remain in force during the term of any Service. Unless otherwise stated in an Order Form, the initial term of each Service (and any permission granted) is one year from the first day of the month following the date the Service is first made available and will automatically renew for additional one year periods, unless one party gives the other at least 90 days' notice prior to the end of the then-current term.

3. CHARGES

- 3.1. **Payment of Charges.** Client will pay the Charges that are not the subject of a good faith dispute within 30 days of the date of the invoice and without set-off, counterclaim or deduction. Recurring Charges accrue from the first day of the month following the date the relevant Service is made available by Refinitiv until the end of the month in which a termination of the Service takes effect. Client agrees to notify Refinitiv of any disputes within 15 days of the date of invoice. Refinitiv may apply a service charge of 1% per month or

the highest lawful interest rate (whichever is lower) to all amounts not paid to Refinitiv when due.

- 3.2. **Payment of Taxes.** The Charges are exclusive of taxes, and Client will also pay applicable taxes and duties (including withholding taxes, value added tax (VAT), or other taxes but excluding income taxes imposed on Refinitiv). Client will provide to Refinitiv written evidence of any withholding tax paid by Client or any tax exemption on which Client wishes to rely. If Client is obliged to withhold or deduct any portion of the Charges, then Refinitiv shall be entitled to receive from Client such amounts as will ensure that the net receipt, after tax and duties, to Refinitiv in respect of the Charges is the same as it would have been were the payment not subject to the tax or duties.
- 3.3. **Changes to Fees.** During the term of a Service Refinitiv may increase or adjust the basis for calculating the Fees for each Service annually ("Annual Adjustment") by providing Client at least 90 days prior written notice. If solely as a result of the Annual Adjustment, Refinitiv increases the Fees by more than the greater of 5% or the change in the OECD CPI, Client may terminate the affected Service by notifying Refinitiv within 30 days of the date of Refinitiv's notice. Termination of such Service is effective on the date when the increase or adjustment takes effect.
- 3.4. **Changes to Related Charges.** Refinitiv may increase any recurring Related Charges from time to time. Related Charges for communications networks and facilities may be increased effective January 1 of each year by notifying Client on or before October 1 of the previous year. Refinitiv will endeavor to provide Client with prior notice of any increase to other Related Charges, but may not be able to do so if Refinitiv does not receive sufficient prior notice from third parties.
- 3.5. **Excess Use.** Access to the Services is limited to the scope set forth on the applicable Order Form. In the event that the Client's scope of use exceeds the limits set out in the Order Form (such as the number of Users, transactions (including returns), entities, and/or territories) Refinitiv shall be entitled to charge additional Charges for the excess use at the rates set out in the Order Form

or at the then current Refinitiv pricing, whichever is greater (which additional Charges shall be a one-time adjustment for perpetual licenses and pro-rated for subscription licenses for the remainder of the initial term or renewal term, as applicable).

4. PERFORMANCE AND COMPLIANCE

- 4.1. Obligations of the Parties. Refinitiv will provide the Services to Client using reasonable skill and care. Refinitiv will provide, and Client will use, the Services in accordance with (a) the operating specifications to run or access the Service; and (b) applicable laws and regulations. If Client is permitted to provide an Affiliate with access to any part of the Services, Client will ensure that such Affiliate complies with all provisions of the Agreement applicable to Client as if they were its own.
- 4.2. Export Control and Sanctions. Client will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America and the European Union and its Member States. Client warrants that neither it nor any Affiliate to which Client provides access to the Services is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to Refinitiv, it will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.

5. USAGE PERMISSIONS AND RESTRICTIONS

- 5.1. Usage. Refinitiv permits Client to use the Services within the scope of use set out in the Master Terms and the relevant Schedule and/or Order Form. Materials and communications facilities or networks in connection with the Services, may only be used to access the Services and benefit from the rights granted under the Agreement. Refinitiv may make available to Client an open API to achieve interoperability between a Service and any other software applications or technology, which Client may use where applicable, subject to Refinitiv's then current Fees (if any) for such APIs.
- 5.2. Usage Restrictions.
- (a) Client will not: (i) copy or modify any part of the Services; (ii) use or provide the Services in a white-labeled basis, or otherwise, for the benefit of any third party (other than third parties to the extent they are expressly permitted under the Agreement to receive access to the Services); (iii) use any Materials, or communications facilities or networks provided by or on behalf of Refinitiv, other than to receive and properly use the Services; or (iv) merge, decompile, disassemble, or reverse-engineer Software (except as expressly permitted by law or regulation to achieve interoperability with other technology where such rights cannot be modified by agreement) or change the filename of Software.
- (b) Any Information, Materials or other rights provided with a Service are non-transferable and non-sublicensable by Client.
- 5.3. Interactive Services. Some Services contain Interactive Services. Client accepts and will ensure that its Users comply with the terms at <https://www.refinitiv.com/en/policies/code-of-conduct-interactive-services> and any other similar terms applying to Interactive Services of which Refinitiv notifies Users. Refinitiv does not routinely monitor, and accepts no liability for, the material posted via Interactive Services. Interactive Services are not transaction services and any transaction conducted through an Interactive Service is at Client's own risk.
- 5.4. Trials and Testing. All trials or testing of Services are subject to the terms of the Agreement, unless otherwise notified by Refinitiv.

6. THIRD PARTY PROVIDER RESTRICTIONS

- 6.1. Third Party Provider Restrictions. Third Party Providers may impose additional restrictions on usage of their Information, Materials, or services and may change them from time to

time. These restrictions may include prohibiting certain types of usage or requiring Client to report its usage to, obtain agreement from, or pay additional fees either through Refinitiv or directly to, the relevant Third Party Provider. Client can view restrictions that Third Party Providers have supplied to Refinitiv at <https://www.refinitiv.com/en/policies/third-party-provider-terms> ("**Third Party Terms Site**"), or alternatively, in some cases, within the relevant Service. Refinitiv will use commercially reasonable efforts to ensure that the applicable Third Party Terms Site or the Service (as relevant) is maintained with the latest policies of each relevant Third Party Provider. Refinitiv will endeavor to provide Client 30 days' notice before a change goes into effect, but may not be able to do so if Refinitiv does not receive sufficient prior notice from third parties. These restrictions are binding on Client in the same way as any other provision in this Agreement.

- 6.2. Third Party Provider Instructions. Third Party Providers may have the right to require that Refinitiv restrict, suspend or terminate Client's access to that Third Party Provider's Information, Materials, or services. If Refinitiv takes any such action, it will (a) use reasonable efforts to provide Client with notice; and (b) not be liable for any resulting Damages Client may suffer.
- 6.3. Reporting to Third Party Providers. Refinitiv may provide Third Party Providers with details of Client's usage of, and any suspected breach of this Agreement relating to, that Third Party Provider's Information or Materials or services.

7. INTELLECTUAL PROPERTY AND FEEDBACK

- 7.1. Services. Client acknowledges that, as between the parties, all Intellectual Property Rights in the Services (including Information Materials and RICs) are (a) owned by Refinitiv, its Affiliates or Third Party Providers; and (b) hereby reserved to Refinitiv unless specifically granted in the Agreement. Client will not remove or conceal any proprietary rights notice in the Services, and will include such notices on any copy it is permitted to make.
- 7.2. Client Materials and Feedback. Refinitiv acknowledges that, as between the parties, all Intellectual Property Rights in the Client Materials are owned by Client or licensors to Client. Refinitiv may collect and use information related to Client's use of the Services for customer and technical support, to monitor compliance with the terms of our Agreement, and to recommend additional products or services. Additionally, Refinitiv may use information related to Client for other purposes, such as to test, develop, improve and enhance its products and services, so long as such information is not identifiable to the Client or any individual. If Client provides Refinitiv with any feedback on Refinitiv's products and services, Client grants Refinitiv and Refinitiv's Affiliates the right to use it to develop their services and products and to create and own derivative works based on such feedback.
- 7.3. Use of Name. Other than as necessarily required for the provision of the Services, neither party may use the other party's name, trademarks or any derivatives of them, except for internal purposes or as required by law or regulation, without the other's prior written consent, not to be unreasonably withheld.

8. SECURITY

Where Services are provided to an individual User, concurrent usage or sharing of Services between Users is not permitted. However, Client can transfer a Service from one User to another in the same country by notifying Refinitiv. Access to the Services may be subject to using passwords, smartcards, or other security devices ("**Security Credentials**") provided by Refinitiv. Such Security Credentials must not be shared. Refinitiv may change Security Credentials with notice to Client or Client's Users for security reasons. Each party will use reasonable efforts to (a) scan the Services and its related systems for any code or device which is designed or intended to impair the operation of any computer or database or prevent or hinder access to, or the operation of, any program or data, using detection software generally accepted in the industry; (b) secure its computing environments according to

generally accepted industry standards to ensure that the Services cannot be accessed by any unauthorized person or malicious software; and (c) remedy any security breach of which it becomes aware.

9. SUPPORT

- 9.1. Support Provided. To assist in resolving technical problems with the Services, Refinitiv may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Refinitiv may be described on <https://my.refinitiv.com/content/mytr/en/policies/statement-of-service.html> or as otherwise provided by Refinitiv. Client will provide Refinitiv with reasonable assistance and prompt access to Client's systems or its site. In providing support on Client's premises, Refinitiv will comply with Client's reasonable security, health and safety, and confidentiality procedures that are provided to Refinitiv in advance in writing.
- 9.2. Remote Support. Refinitiv may seek Client's consent to install software agents on Client's systems to provide support or access to Software remotely. If Client withholds consent and Refinitiv provides alternative support or access, additional Charges may apply.
- 9.3. Support Exceptions. If Refinitiv elects to provide support for any of the following, then additional Charges may apply: (a) issues caused by Client or third party information or materials; (b) any Services, or any versions of Services, that Refinitiv has advised Client are unsupported; (c) issues caused by Client's failure to follow Refinitiv's instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to Refinitiv; or (f) Client's networking or operating environment.

10. CHANGES

- 10.1. Changes to Services. Refinitiv may modify a Service from time to time but will not change its fundamental nature, except as permitted in Clauses 11.1 (External Triggers) and 11.2 (Obsolescence). Refinitiv will use reasonable efforts to notify Client of significant changes to Services.
- 10.2. Updates and Upgrades. Client will promptly install any Update provided by Refinitiv, and any Upgrade that Refinitiv makes available to Client, at no additional charge. Refinitiv may make other Upgrades available to Client that are subject to additional Charges.
- 10.3. Technical Changes. If Refinitiv initiates a change in the hardware, software, data or communications requirements, formats or protocols for any Service that will affect Client's systems or Client's ability to continue receiving the Service, then Refinitiv will, to the extent practical under the circumstances, provide Client at least three months' notice of such change, and at least six months' notice where a change is required to Client's hardware. However, if a Third Party Provider initiates such a change, Refinitiv will give Client as much notice as is reasonably practicable.

11. TERMINATION AND CONSEQUENCES OF TERMINATION

- 11.1. External Triggers. Refinitiv may, with notice ("**Refinitiv's Notice**"), terminate a Service in whole or in part, or modify it or the terms on which it is provided, if all or part of that Service: (a) depends on an agreement between Refinitiv or a Refinitiv Affiliate and a third party, and that third party agreement or the third party's materials or other input is modified or terminated; (b) becomes illegal or contrary to any law, regulation, guideline or request of any regulatory authority; or (c) becomes subject to a claim or potential claim that it infringes or violates the rights of any third party. Refinitiv will endeavor to provide Client with reasonable prior notice of any such termination or modification, but may not be able to do so if the triggering event is under the control of a third party. The effective date of the termination or modification as indicated on Refinitiv's Notice is the "**Change Date**". If a partial termination or modification in accordance with this Clause 11.1

(External Triggers) fundamentally and detrimentally changes the nature of or the rights granted in the Service, Client may terminate the affected Service by providing Refinitiv with notice no later than 30 days after the date of Refinitiv's Notice.

- 11.2. Obsolescence. Refinitiv may obsolete: (a) a prior version of a Service on at least six months' prior notice following the general availability of an Update or Upgrade (whether designated with the same Service name or not); and (b) any Service as a whole on at least six months' prior notice. Refinitiv will have no obligation to provide or support obsolete Services or versions of Services at the end of such notice periods. In the case of a version obsolescence described in (a), the term of the affected Service will continue unless, where the new version is subject to additional Charges, Client may terminate the Service with effect from the obsolescence date by providing Refinitiv with 30 days' notice after the date of Refinitiv's notice. In the case of Service obsolescence described in (b), the Service will terminate as of the obsolescence date (except to the extent Refinitiv has granted Client a perpetual right to use the Software).
- 11.3. Suspension. Refinitiv may suspend, upon notice, all or part of a Service and Client's rights in relation to that Service if: (a) Refinitiv has the right to terminate the Service in accordance with Clauses 11.4 (Termination for Breach) or 11.5 (Termination for Insolvency); (b) Refinitiv is required to do so by a Third Party Provider affected by a breach of the Agreement; (c) Refinitiv is required to do so by law or regulation or at the request of any relevant regulatory authority; or (d) in order to protect Refinitiv's systems and security. Any such suspension may continue until Refinitiv is satisfied that the condition is remedied. Client is still required to pay the Charges during any period of suspension permitted by (a) or (b) above.
- 11.4. Termination for Breach. Either party may terminate the Agreement, upon notice, if the other party materially breaches the Agreement and the breach (a) remains unremedied 30 days after the date the breaching party receives a notice from the other party describing the breach and requiring it to be cured; or (b) is incapable of being cured. However, if the material breach relates solely to one or more Services (but not all the Services), the non-breaching party only may terminate the relevant Service(s).
- 11.5. Termination for Insolvency. Either party may terminate the Agreement, immediately upon notice, if: (a) the other party enters into a composition with its creditors; (b) a court order is made for the winding up of the other party; (c) an effective resolution is passed for the winding up of the other party (other than for the purposes of amalgamation or reconstruction); (d) the other party has a receiver, manager, administrative receiver or administrator appointed with respect to it; (e) the other party ceases to be able to pay its debts as they fall due; and/or (f) the other party takes or suffers any action similar to any of the above on account of debt in any jurisdiction.
- 11.6. Injunctive Relief. Nothing in this Agreement prevents Refinitiv or Client from seeking an immediate injunction or similar remedy from a court of competent jurisdiction to prevent or restrain breaches of the Agreement.
- 11.7. Refunds. Where Refinitiv terminates a Service other than under Clauses 11.4 (Termination for Breach) or 11.5 (Termination for Insolvency), or Client terminates a Service where the Agreement permits it to, Client will be entitled to a pro rata refund of any recurring Fees that Client has paid in advance for the terminated Service.
- 11.8. Delete or Return Information and Materials. Following termination, and at any time with respect to Confidential Information, (a) at Client's request and subject to the remainder of this Clause 11.8 (Delete or Return Information and Materials), Refinitiv will promptly return, delete or destroy Client Materials and Client's Confidential Information; and (b) at Refinitiv's request Client will promptly return, delete or destroy all Information, Materials, and Refinitiv's Confidential Information. However, each party may retain copies to the extent required by, and used only to (i) comply with, law or regulation; and (ii) support the enforcement or defense of a party's rights under the Agreement. This Clause 11.8 (Delete or Return

Information and Materials) will not apply to the extent Refinitiv has granted Client a perpetual right to Information or Materials, unless Refinitiv is terminating that perpetual right under Clauses 11.4 (Termination for Breach) or 11.5 (Termination for Insolvency). Refinitiv will not be required to return, delete or destroy any feedback, Contributed Data or material contributed by Client's Users to any Service.

- 11.9. Survival of Terms. Termination of all or any part of the Agreement will not affect a party's respective accrued rights and obligations. The following will survive termination: Clauses 3.1 (Payment of Charges), 3.2 (Payment of Taxes), 11.7 (Refunds), 11.8 (Delete or Return Information and Materials), 11.9 (Survival of Terms), and 12 to 18 (Confidentiality; Data Privacy; Audit; Disclaimers; Limitation of Liability; Indemnity and Miscellaneous), along with any others that by their nature should survive.

12. CONFIDENTIALITY

- 12.1. Non-disclosure. The Receiving Party will hold the Disclosing Party's Confidential Information in confidence and will not disclose any part of it to any third party except to its Affiliates, consultants and third-party contractors (including financial advisors, accountants and attorneys) (collectively, "**Representatives**") who are acting on behalf of the Receiving Party and are bound by, or are otherwise protected by legal privilege or confidentiality and non-disclosure commitments substantially similar to those contained in this Agreement. If a Receiving Party is legally compelled to disclose the Disclosing Party's Confidential Information, the Receiving Party shall (a) provide prompt notice (if legally permissible) to the Disclosing Party so that the Disclosing Party can seek a protective order or other appropriate remedy; and (b) limit any such disclosure to the extent of the legal requirement and the disclosed information will remain Confidential Information despite such disclosure.
- 12.2. Exceptions. These obligations of confidentiality do not apply to information which: (a) is or becomes (through no act or omission of the Receiving Party), generally available to the public; (b) becomes known to the Receiving Party or any of its Affiliates on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the Receiving Party or any of its Affiliates prior to such disclosure; (d) is independently developed by the Receiving Party or any of its Affiliates; or (e) the Disclosing Party agrees is not confidential or may be disclosed, to the extent of that consent.

13. DATA PRIVACY

- 13.1. Data Protection Legislation. Each party will at all times comply with Data Protection Legislation in respect of its processing of Personally Identifiable Information.
- 13.2. Client-Provided Data. Client confirms that any Client Personal Data has been collected and disclosed in accordance with Data Protection Legislation. When using the Services, or accessing Refinitiv's systems or any other information held by Refinitiv, Client shall not input, upload, maintain or disclose any irrelevant or unnecessary information about individuals.
- 13.3. Cooperation. The parties shall use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing or disclosure of Personally Identifiable Information.
- 13.4. Protective Measures. Each party will maintain, and will require all third party data processors each such party engages to maintain, appropriate physical, technical and organizational measures to protect Personally Identifiable Information against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access.
- 13.5. Local Law Requirements. If in respect of its processing of Personally Identifiable Information Client or Refinitiv is required by Data Protection Legislation to include privacy terms with the other

party, additional data privacy terms shall be notified to Client by Refinitiv from time to time. The parties acknowledge and agree that these additional data privacy terms shall apply in addition to this Clause 13 (Data Privacy) and form an Annex to this Agreement. In such circumstances, any reference to Clause 13 (Data Privacy) in this Agreement shall be construed to include such additional data privacy terms.

14. AUDIT

- 14.1. Audit Rights. Refinitiv has the right (by itself or through its representatives) to audit Client, on at least 10 business days' notice and during normal business hours, to verify whether Client is complying with the Agreement. Refinitiv will comply with Client's reasonable security, health and safety, and confidentiality procedures that are provided to Refinitiv in advance in writing. Refinitiv will not audit more than once in every 12 months per Client location, unless (a) Refinitiv has cause to suspect, or an audit reveals, that Client is non-compliant; or (b) where required to do so by a Third Party Provider with respect to its Information or Materials.
- 14.2. Charges and Costs. If the audit reveals that Client has breached the Agreement, Client will pay (a) any underpaid charges with respect to any period of non-compliance; and (b) the costs of undertaking the audit if Client has underpaid the charges by more than 5% or where such costs are imposed on Refinitiv by a Third Party Provider.

15. DISCLAIMERS

- 15.1. General Disclaimer. **All warranties, conditions and other terms implied by statute or common law including, without limitation, warranties or other terms as to suitability, merchantability, satisfactory quality and fitness for a particular purpose, are excluded to the maximum extent permitted by applicable laws. Unless expressly provided, the Services are delivered "as is" without warranty of any kind. Refinitiv does not warrant or represent that the Services (or services, information or material supplied to Refinitiv on which all or part of a Service depends) will be delivered free of any inaccuracies, interruptions, delays, omissions or errors ("Faults"), or that all Faults will be corrected. Refinitiv shall not be liable for any Damages resulting from any such Faults. Client assumes sole responsibility and entire risk as to the suitability and results obtained from use of the Services, and any decisions made or actions taken based on the information contained in or generated by the Services. Client is solely responsible for the preparation, content, accuracy and review of any documents, data, or output prepared or resulting from the use of the Services. In no event shall Refinitiv or its third party providers be liable for any penalties, interest or taxes assessed by any governmental or regulatory authority.**
- 15.2. No Advice. Client understands that Refinitiv is an aggregator and provider of information (including opinions) for general information purposes only and does not provide financial, tax and accounting, medical, legal or other professional advice. Some Information may contain the opinions of third parties, and Refinitiv is not responsible for these opinions. Likewise, Refinitiv is not responsible for any Damages resulting from any decisions of Client, or anybody accessing the Services through Client, that are made in reliance on the Services, including decisions relating to the sale and purchase of instruments or legal, compliance and/or risk management decisions. Client agrees that it uses the Services at its own risk in these respects.

16. LIMITATION OF LIABILITY

- 16.1. Unlimited Liability. The limits on liability in Clause 16.2 (Liability Cap) and in Clause 16.3 (Exclusions) do not apply to: (a) a party's fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates a reckless disregard for the rights of others; (b) negligence causing death or personal injury; (c) any indemnification obligations, other than to the extent described in Clause 17.2 (Third Party Limitation); (d) Refinitiv's infringement

of Client's Intellectual Property Rights in the Client Materials; or (e) Client's liability to pay the Charges and any amounts Refinitiv would have charged for use of the Services beyond the usage permissions and restrictions granted under the Agreement. Nothing in this Agreement limits liability that cannot be limited under law.

- 16.2. **Liability Cap.** Each party's aggregate liability to the other in any calendar year for Damages (in contract, tort including negligence or otherwise) arising out of or in connection with the Agreement will not exceed the Fees payable by Client to Refinitiv for the applicable Service(s) which forms the basis for the claim(s) during the 12 month period immediately preceding the incident (or the first incident in a series) giving rise to any claim for those Damages.
- 16.3. **Exclusions.** Neither party will be liable for any: (a) indirect, incidental, punitive, special or consequential Damages arising out of or in connection with the Agreement; (b) loss of data (except that Refinitiv shall be liable to restore data from any available back-ups); or (c) loss of profits (except with respect to the Charges); even if such Damages or losses in (a) to (c) could have been foreseen or prevented.
- 16.4. **Force Majeure.** Neither party will be liable for any Damages or failure to perform its obligations under the Agreement due to circumstances beyond its reasonable control. If such circumstances cause material deficiencies in the Services and continue for more than 30 days, either party may terminate any affected Service upon notice to the other party.

17. INDEMNITY

- 17.1. **Refinitiv Indemnity.** Refinitiv will indemnify Client against Damages Client incurs as a result of any third party claim that the Services infringe the Intellectual Property Rights of a third party in the locations where Client is permitted by Refinitiv to use the Services, except if the Damage results from: (a) the combination of all or part of the Service with other products or technology not supplied by Refinitiv; (b) modification of all or part of the Service other than by Refinitiv or its subcontractors; (c) use of a version of the Service after Refinitiv has notified Client of a requirement to use a subsequent version; or (d) Client's breach of the Agreement. This indemnity will extend to Client's Affiliates to which Client makes the Services available in accordance with the Agreement.
- 17.2. **Third Party Limitation.** Where the indemnity obligation in Clause 17.1 (Refinitiv Indemnity) arises from Information or Materials Refinitiv obtained from a Third Party Provider, Refinitiv's monetary liability to Client will be limited to the amount Refinitiv recovers from the relevant Third Party Provider, divided by the number of other actual or potential claims by Refinitiv customers (including Client) against Refinitiv arising from those Information or Materials.
- 17.3. **Refinitiv's Remedial Options.** Refinitiv may remedy any alleged or anticipated infringement of a third-party Intellectual Property Right by: (a) procuring the right for Client to continue using the Service in accordance with this Agreement; (b) replacing affected Information and/or Materials with replacement(s) that do not alter the fundamental nature of the relevant Service; or (c) taking the actions in Clause 11.1 (External Triggers).
- 17.4. **Client Indemnity.** Client will indemnify Refinitiv and its Affiliates against Damages they incur arising out of or in connection with a third party claim, or a regulatory fine or penalty, connected to: (a) an allegation that their use of Client Materials infringes the Intellectual Property Rights of a third party; (b) Client's, its Affiliates' or their sub-contractors' use of the Services, including communications and networks, in breach of the Agreement; (c) Refinitiv's compliance with any instruction given by Client to Refinitiv in the course of the provision of Services; or (d) an assertion by any person accessing or receiving the benefit of any part of a Service through Client (except to the extent of any indemnity Refinitiv provides under Clause 17.1 (Refinitiv Indemnity)).

- 17.5. **Conduct of Claims.** The indemnification obligations in Clause 17 (Indemnity) are conditioned on the indemnified party: (a) providing the indemnifying party with prompt notice of the details of the claim and, if the indemnifying party requests it, control of the claim; (b) co-operating, at the indemnifying party's or relevant Third Party Provider's expense, in the defense or prosecution of the claim; and (c) not making any admission or taking steps to settle any claim without the indemnifying party's prior written approval. The indemnified party may participate, at its expense, in the defense of any such claims through legal counsel of its choice.

18. MISCELLANEOUS

- 18.1. **Notices.** All notices under the Agreement must be in writing and sent by email (except for notices of breach of the Agreement which may not be sent by email) or mail, courier, fax or delivered in person at the address set out on the latest Order Form between the parties (or such other more recent address notified to the other). However, Refinitiv may give technical or operational notices or notices of Third Party Provider restrictions via publication on the Customer Portal or within the Services themselves.
- 18.2. **Choice of Law and Jurisdiction.** The Agreement and any dispute or claim arising out of or in connection with the Agreement will be governed by and construed in accordance with the laws of England and Wales. Each party hereby consents to the exclusive jurisdiction of the Courts of England and Wales to settle all disputes or claims arising out of or in connection with the Agreement.
- 18.3. **Assignment.** Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this Clause 18.3 (Assignment) shall be null and void. However, Refinitiv may, without Client's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with Refinitiv's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of Refinitiv or any similar business transaction.
- 18.4. **Third Party Rights.** Clauses 4.1 (Obligations of the Parties), 5 (Usage Permissions and Restrictions), 6 (Third Party Provider Restrictions), 7 (Intellectual Property and Feedback), 11.8 (Delete or Return Information and Materials), 12 (Confidentiality), 14 (Audit), 15 (Disclaimers), 16 (Limitation of Liability), 17.4 (Client Indemnity), and 17.5 (Conduct of Claims) benefit Third Party Providers and Refinitiv's Affiliates to the same extent as they would benefit Refinitiv. The limitations and exclusions set out in Clause 16 (Limitation of Liability) will apply with respect to all such recipients of a claim under each Agreement so that the aggregate liability will not exceed that applying to one recipient of a claim. Third Party Providers and Refinitiv's Affiliates may exercise their rights directly or Refinitiv may exercise such rights on their behalf.
- 18.5. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.
- 18.6. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.
- 18.7. **Entire Agreement and Non Reliance.** The Agreement contains the entire understanding between the parties regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter. Each party acknowledges that in entering into the Agreement it has not relied on any representations made by the other party that are not expressed in the Agreement.

18.8. **Signature and Amendment.** The Agreement is binding when countersigned by Client provided that Client has not made any changes to the Agreement. The Agreement may be varied only by a written amendment signed by both parties.

19. DEFINITIONS AND INTERPRETATION

Access Declaration or Access Statement – any report that Refinitiv requires Client to complete and return in connection with Services where Client controls, or is required to disclose, any access to the Services.

Affiliate - In relation to a party, means any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control with that party. **"Control"** means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise, and the terms **"controlling"** and **"controlled"** shall be construed accordingly.

Agreement – all Order Forms and Access Declarations governed by these Master Terms, and other schedules, exhibits or addenda referred to or incorporated in them, each between the same parties.

Charges – the Fees and any applicable Related Charges.

Client – the entity signing these Master Terms or its Affiliate referred to in Clause 1.1 (Parties) as relevant to the Agreement.

Client Materials – (a) information, software, or other materials provided to Refinitiv by or on behalf of Client, which Refinitiv is required to host, use or modify in the provision of a Service; (b) Client's Contributed Data; and (c) material Users contribute to any Interactive Service.

Client Personal Data – the Personally Identifiable Information made available or uploaded into the Services by, or on behalf of, Client and processed by Refinitiv in connection with this Agreement.

Confidential Information – information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement, but excluding the information listed in Clause 12.2 (Confidentiality Exceptions) and Contributed Data.

Contributed Data – information created by Refinitiv customers and provided to Refinitiv, and accepted by Refinitiv, for inclusion in any service of Refinitiv or its Affiliates for distribution to its customers.

Customer Portal – the website at <https://my.refinitiv.com/> (or any replacement or alternative method created by Refinitiv and notified to Client).

Data Protection Legislation – legislation relating to an individual's right to privacy with respect to the processing of Personally Identifiable Information which is applicable to a party from time to time.

Damage(s) – any loss, damage or cost.

Derived Data – Information modified by Client (e.g. perform calculations or combining it with other data) to such a degree that it cannot be recognized as deriving from the Information, reverse engineered or otherwise traced back to the Information, without an extraordinary amount of time and effort other than by the creator. All other Information that does not satisfy these criteria constitutes "Information".

Disclosing Party – a party who discloses Confidential Information, and a party's Affiliates who disclose Confidential Information.

Fees – fees Refinitiv charges for the supply of a Service as specified or referred to in the relevant Order Form(s) or related schedules.

Information – the information (including, but not limited to, data, text, images and sound recordings) contained in the relevant Service in raw form and such information as it may be modified by Client, except to the extent that the modified information is Derived Data. RICs are distinct from, and shall not comprise, "Information".

Intellectual Property Rights – database rights, design rights, moral rights, the rights in and to patents, trademarks, service marks, trade and service names, copyrights, know-how and trade secrets, and all rights or forms of protection of a similar nature or having similar or equivalent effect which may subsist anywhere in the world now existing or hereafter arising.

Interactive Services – features that allow users to contribute content or facilitate interactivity among users (such as instant messaging, chatrooms, forums, polls or bulletin boards), other than those the parties agree in writing are private to Client.

Master Terms – this document, including its Schedules, as amended from time to time.

Materials – hardware, Software, and related documentation supplied by Refinitiv or its Affiliates.

OECD CPI – the consumer price index (all items) applicable to the jurisdiction in which Client is located, as published by the Organization for Economic Co-operation and Development (OECD), or if an Agreement is entered into with a Client outside the OECD, the local equivalent consumer price index for the country in which that Client is located. The change in the OECD CPI is calculated as the annual percentage change from the OECD CPI published on the last business day in July preceding the date the price increase takes effect.

Order Form – the Refinitiv form Refinitiv has accepted that lists or describes the services and products to be supplied to Client, including any statement of work Refinitiv has accepted that details the professional services Client orders.

Personally Identifiable Information – personal data (as such term is defined in Data Protection Legislation) processed as part of the Services or in connection with this Agreement.

Receiving Party – a party, or a party's Affiliates, who receives Confidential Information from the Disclosing Party.

Refinitiv – the Refinitiv entity signing these Master Terms or its Affiliate referred to in Clause 1.1 (Parties) as relevant to the Agreement.

Related Charges – those charges which are specified on the Order Form or related schedules as being Related Charges, or which are indicated in the Agreement as being charges additional to the Fees, which may include: (a) installation, relocation and removal charges; (b) charges for certain items of support such as those described in Clause 9.3 (Support Exceptions); (c) charges for communications networks and facilities used to deliver Services; and (d) charges for information, materials and other services provided by certain third parties (such as stock exchanges or other information providers).

RIC(s) – RIC symbols and/or Refinitiv Instrument Codes, the set of proprietary symbols developed and maintained by Refinitiv or its Affiliates.

Schedule(s) – schedule(s) that are attached and incorporated into this document, as required (e.g., setting out additional or specific terms and conditions relating to certain categories or types of Services).

Service(s) – any services or products Refinitiv supplies pursuant to an Order Form, which may include Information or Materials.

Software – the object code version of the software (including Updates, Upgrades and application programming interfaces (APIs)) and related documentation provided by Refinitiv or its Affiliates.

Subsidiary – an Affiliate over which a party owns directly or indirectly more than 50% of the issued share capital and over which the party exercises direct or indirect control.

Third Party Provider – a third party (other than a party and its Affiliates) whose Information, Materials or services are included or used in a Service.

Updates – any bug fixes, service packs or patches, or maintenance releases to the Services.

Upgrade – any release or version of a Service which includes new features or additional functionality.

User – (a) each individual employed by Client, or contractor acting under Client's direction in the ordinary course of Client's business, in each case authorized or allowed by Refinitiv to access the relevant Service; (b) in the context of Access Declarations where Client is expressly permitted to distribute to Subsidiaries, such employees or contractors of Client's Subsidiaries; or (c) each group of individuals specifically designated as a User on an Order Form.

GDPR Annex



1. DATA PRIVACY

- 1.1. Data Protection Legislation. Each party will at all times comply with the Data Protection Legislation in respect of its processing of Personally Identifiable Information.
 - 1.2. Role of Refinitiv. The parties acknowledge that, in relation to any Service, Refinitiv may process Personally Identifiable Information as Processor and/or Controller or (where Refinitiv does not process Personally Identifiable Information in the context of that Service) as neither Controller nor Processor. Further information on Refinitiv's role in relation to a specific Service may be set out in product information made available by Refinitiv from time to time at <https://www.refinitiv.com/en/policies/privacy-information>.
 - 1.3. Use of Personally Identifiable Information. Refinitiv may process Personally Identifiable Information for the purpose of or in connection with: (a) carrying out relevant diligence and administrative tasks prior to the provision of the Services; (b) providing the Services; (c) as permitted or in accordance with law ("**Purposes**").
 - 1.4. Refinitiv as Processor. To the extent that Refinitiv processes Client Personal Data as Processor of Client pursuant to this Agreement, the following provisions of this paragraph 1.4 (Refinitiv as a Processor) shall apply:
 - (a) Scope of processing. The subject matter, nature, purpose and duration of Refinitiv's processing of Client Personal Data as Processor of Client is set out, in respect of a Service (where applicable) in product information made available by Refinitiv from time to time at <https://www.refinitiv.com/en/policies/privacy-information>. Information on the types of Client Personal Data processed and the categories of data subjects is also available at such web address.
 - (b) Documented instructions for processing. Refinitiv, as Processor, will only process Client Personal Data on the documented instructions of Client unless required to process that Client Personal Data for other purposes by EU Law. Where such a requirement is placed on Refinitiv, it shall provide prior notice to Client unless the relevant law prohibits the giving of notice.
 - (c) Processor obligations. Notwithstanding anything to the contrary in this Agreement, with effect from 25 May 2018, Refinitiv shall comply with the express obligations of a Processor as set out in Articles 28(3)(b) to 28(3)(h) inclusive of the GDPR, provided that: (i) Client may not instruct Refinitiv to delete copies of data that it holds on its own behalf as Controller; and (ii) the requirements of Article 28(3)(b) of the GDPR shall not apply to persons that Refinitiv is required by applicable laws or regulatory requirements to grant access to Client Personal Data.
 - (d) General Authorization for Sub-processing. Client provides a general authorization to Refinitiv to engage further Processors to process Client Personal Data. A list of those further Processors is available via publication on <https://www.refinitiv.com/en/policies/privacy-information> and Refinitiv shall give Client notice of any intended addition to or replacement of those further Processors by updating that list from time to time. If Client reasonably objects to a change to the list, at Refinitiv's option Refinitiv will either: (i) give Client an opportunity to pay for a version of the relevant part of the Service without use of the Processor to which Client objects; or (ii) terminate the provision of the affected part of the Service to Client immediately upon notice.
 - (e) Client's Responsibilities. Client acknowledges that it has the primary responsibility for the processing of Client Personal Data and shall notify Refinitiv of any assistance it requires pursuant to Articles 28(3)(a) to 28(3)(h) of the GDPR inclusive. The parties acknowledge that such assistance will be provided following agreement between the parties on the scope and timing of such assistance, and the fees chargeable by Refinitiv for such assistance.
 - (f) Verification. From 25 May 2018, and following a written request from Client, Refinitiv shall, in fulfilment of its obligation to demonstrate compliance with this paragraph 1.4 (Refinitiv as a Processor) (and any other relevant parts of paragraph 1 (Data Privacy)), make available to Client information on its processing of Client Personal Data. At Refinitiv's discretion, such information may take the form of certificates, third party audit reports or other relevant information.
- 1.5. Refinitiv as Controller. The parties acknowledge that Refinitiv may process Personally Identifiable Information as Controller, and that in such circumstances the provisions of this paragraph 1.5 (Refinitiv as a Controller) shall apply:
 - (a) Refinitiv Privacy Notice. The Client acknowledges that Refinitiv has made a privacy notice for each Service available to the Client (each a "**Privacy Notice**"). The Client shall take reasonable steps to bring this Privacy Notice to the attention of any individuals that Client makes the Service available to (or requests Refinitiv to deal with or carry out research on in the context of the Services).
 - (b) Client as Separate Controller. The parties acknowledge that where Refinitiv acts as Controller in the provision of the Services, Client acts as a Controller in respect of any Personally Identifiable Information it chooses to record as a result of its receipt and use of the Services and that, in such circumstances, Client will be responsible for the use and receipt of the Services in accordance with Data Protection Legislation.
 - 1.6. Joint Responsibility. The parties acknowledge and agree that they may be jointly responsible for the processing of Personally Identifiable Information to the extent specified in any applicable Schedule or product information and that in such circumstances their respective responsibilities in relation to that processing are as stated in the Schedule or product information.
 - 1.7. Transfers outside of the EEA. The parties acknowledge and agree that Refinitiv may transfer Client Personal Data outside of the EEA where permitted for that transfer under Articles 44 to 49 of the GDPR.
 - 1.8. Client-Provided Data. Client shall ensure that any Client Personal Data has been collected and disclosed in accordance with Data Protection Legislation. When using the Services or accessing Refinitiv's systems or any other information held by Refinitiv, Client shall ensure that it does not input, upload or disclose to Refinitiv, or allow any other third party to disclose on its behalf, any irrelevant or excessive information about individuals.
 - 1.9. Cooperation. The parties shall use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing or disclosure of Personally Identifiable Information.
 - 1.10. Protective Measures. Each party will maintain, and will require all Processors each such party engages to maintain,

appropriate physical, technical and organizational measures to protect Personally Identifiable Information against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access ("**Security Breach**"). Client shall, without undue delay, notify Refinitiv within a reasonable time period of any actual or suspected non-trivial Security Breach relating to Personally Identifiable Information and shall take adequate remedial measures as soon as possible. Where Refinitiv acts as Processor of Client, Refinitiv will notify Client without undue delay of any non-trivial Security Breach that may adversely affect Client Personal Data.

2. DEFINITIONS

Capitalised terms which are used but not defined in this Schedule shall have the meaning given to them in the Master Terms.

Client Personal Data – Personally Identifiable Information made available or uploaded into the Services by, or on behalf of, Client, and processed by Refinitiv in connection with this Agreement

Controller – a data controller or controller (as such term is defined in Data Protection Legislation)

Data Protection Legislation – the following legislation to the extent applicable from time to time: (a) national laws implementing the Data Protection Directive (95/46/EC); (b) the GDPR; and (c) any other similar national privacy law.

EEA – European Economic Area.

EU Law – European Union Law and the law of any current Member State of the European Union from time to time.

GDPR – the General Data Protection Regulation (2016/679).

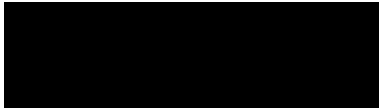
Personally Identifiable Information – personal data (as such term is defined in Data Protection Legislation) processed as part of the Services or in connection with this Agreement.

Processor – a data processor or processor (as such term is defined in Data Protection Legislation) that processes Client Personal Data.

Sensitive Personal Data – sensitive personal data (as such term is defined in Data Protection Legislation).

Refinitiv Information Schedule



Information Schedule version: 3	Master Terms unique number: RMA_A-10190069_Sep2022
Client number: A-10190069	Effective Date: the later signature date by either party below
Client entity: Ekonomicko-spravní fakulta MU	Refinitiv entity: Refinitiv Czech Republic s.r.o. ("Refinitiv")
Address: Lipova 507/41a, Brno, 602 00, Czech Republic	Address: Na Perstýně 342/1, Stare Mesto, 110 00 Praha-1, Czech Republic
Signature:	Signature: 
Name and title:	Name and title: Ing Jan Kubik, CEMS MIM, Executive Director Czech Republic
Date of signature:	Date of signature: Sep-30-2022

The entities signing above are bound by this Schedule (the "**Information Schedule**") to the Master Terms referenced above.

1. SCOPE

- 1.1. This Information Schedule applies whenever Client subscribes to an Information Service. Capitalized terms used in this Information Schedule but not defined in Clause 13 (Definitions) below are defined in the Master Terms.
- 1.2. In some cases additional or modified rights to the rights provided in this Information Schedule will be included in an Order Form for a particular Service.

2. USAGE RESTRICTIONS

Unless expressly permitted under an Order Form, Client will not use Information to create, issue, sponsor, or calculate an Index that will be used (a) as, or forms the basis of, a financial product, including but not restricted to funds, futures, options, swaps, certificates, notes; or (b) as the official benchmark to measure and report the performance of a financial product. To the extent Client is permitted hereunder or under any Order Form to modify or create Derived Data from the Information, or to Redistribute Information, including Insubstantial Portions of the Information in a Non-Systematic manner, Client shall not alter or distort the editorial meaning of any news included in Information.

3. USAGE PERMISSIONS FOR INDIVIDUAL SERVICES

- 3.1. For Services designated as an Individual Service on the Order Form, Refinitiv permits each User to:
 - (a) view, use and copy (download and/or print) Information for the User's individual use
 - (b) modify the Information, and create Derived Data, solely for the User's individual use;
 - (c) Distribute and Redistribute Insubstantial Portions of Information and/or Derived Data in a Non-Systematic manner;

- (d) Distribute Information to other Users who have a subscription from Refinitiv to view the same Information; and
- (e) Redistribute Information to government and regulatory authorities solely to the extent specifically requested by such government or regulatory authority for the purposes of investigating Client's compliance with laws and regulations.

- 3.2. If Client is receiving an Individual Service that includes broker research, then:

- (a) Client will ensure that the broker research is viewed only by entitled Users; and
- (b) The permissions granted in Clause 3.1(b), 3.1(c), 3.1(d) and 3.1(e) do not apply to the broker research.

4. USAGE PERMISSIONS FOR ENTERPRISE SERVICES

- 4.1. For services designated as an Enterprise Service on an Order Form, Refinitiv permits Client to deliver Information to an Application for use by such Application within the usage rights or Business Activity described in an Order Form. In addition Client's Applications may:
 - (a) Distribute and Redistribute Insubstantial Portions of Information and/or Derived Data in a Non-Systematic manner;
 - (b) Distribute Information to Users who have a subscription from Refinitiv to view the same Information; and
 - (c) Redistribute Information to government and regulatory authorities solely to the extent specifically requested by such government or regulatory authority for the purposes of investigating Client's compliance with laws and regulations.
- 4.2. Where a User accesses Information from an Application as permitted within the usage rights or Business Activity described in

an Order Form, Client shall pay the relevant Fees on a per User basis (in addition to any other Fees), unless the Client is already paying Refinitiv for a subscription for that User in respect of the same Information. Client shall report to Refinitiv via its Access Declaration those User(s) who have access to Information. The total Fees payable will be adjusted per billing period based on the number of User declared on the Access Declaration submitted prior to the relevant billing period.

- 4.3. Individual Users receiving Information from an Application in accordance with the usage rights above or set out on an Order Form may use the Information in accordance with the terms applicable to an Individual Service.

5. DERIVED DATA

As between Refinitiv and Client, Client owns all Intellectual Property Rights in those portions of Derived Data that Client is expressly permitted to create under the Agreement; provided that this shall not affect Refinitiv's and/or any Third Party Provider's ownership of intellectual property rights in the underlying information that Client used to create Derived Data. During the term and following expiry of the relevant Service, Client is permitted to use Derived Data which has been produced in accordance with the Agreement, subject to the following conditions: (a) any use of the Derived Data must not breach any applicable Third Party Provider terms; and (b) Client must not use any Derived Data outside of the usage permission or rights granted under the Agreement.

6. USE OF RICS

- 6.1. Where Refinitiv supplies RICS to Client as part of a Service, Client may do the following:

Use with Information

- (a) use such RICS to access and identify Information supplied as part of that Service;
- (b) store Information (where permitted to do so under the Agreement) with the associated RIC;
- (c) store RICS in the ordinary course of Client's use of the relevant Service within mapping tables which Client maintains to cross-refer RICS to alternative symbols, provided that the RIC is not used directly or indirectly to retrieve data from a source other than Refinitiv's, and subject to the consent of the third party symbology owner as appropriate;
- (d) Distribute or Redistribute Information (where permitted to do so under the Agreement) with the associated RIC as its primary identifier;

Use with data created by Client

- (e) use RICS to identify broker research and/or earnings estimates created by Client; store them with the associated data in Client's internal databases; and use them to retrieve such data for Client's internal use.
- (f) send RICS with broker research and/or earnings estimates created by Client when Client Distributes or Redistributes such data in the ordinary course of its business (including to research and estimates revendors), provided that RICS are provided on the basis that the recipients can only use RICS to identify the associated data for Reference Purposes in the ordinary course of their own business;

Use with Contributed Data

- (g) use RICS to input Contributed Data into Refinitiv's services;
- (h) for Contributed Data which does not constitute Information (i.e., which is in Client's own format in Client's internal databases and is not being accessed by Client through a Service), use the associated RICS with such data for Reference Purposes for internal use only.

Use with Side by Side Integration Applications

- (i) use RICS in Eikon to retrieve non Refinitiv-sourced data for display in applications developed using the Side by Side Integration API, provided that such RICS are not displayed inside the application.

- 6.2. Attribution. Where Client is permitted to Distribute or Redistribute RICS for Reference Purposes only, it must ensure that RICS are attributed to Refinitiv.

- 6.3. Storage. All RICS supplied with a Service must be deleted on termination of the relevant Service, except to the extent required by, and for use only to identify and retrieve associated Information which Client is required to continue storing to comply with any applicable laws and regulations.

7. CONTRIBUTED DATA

- 7.1. Client grants to Refinitiv a perpetual right to include Client's Contributed Data in any product or service provided by Refinitiv or its Affiliates from time to time, subject to any restrictions in this Clause 7.1 (Contributed Data). Client's Contributed Data may be categorized in one of three ways: (a) "Open Access" Contributed Data is released to all clients of Refinitiv and its Affiliates subscribing to the relevant product or service; (b) "Public Restricted Data Set" (Public RDS) Contributed Data is released to clients of Refinitiv and its Affiliates subscribing to the relevant product or service, except those clients whom Client specifies in advance; or (c) "Private Restricted Data Set" (Private RDS) Contributed Data is released only to those clients of Refinitiv and its Affiliates whom Client specifies in advance.

- 7.2. Client will ensure that Client's Contributed Data (a) comprising real-time prices is representative of the rates that Client is willing to and actually trades at the time of contribution, and (b) Client's input of Contributed Data: (i) complies with Refinitiv's quality, network security and capacity requirements; (ii) complies with applicable laws and regulations and does not contain objectionable material; and (iii) is in the form and quantity agreed to by Refinitiv. Client shall not charge clients of Refinitiv or its Affiliates to access Contributed Data that is available through an Individual Service. Refinitiv may limit or remove Contributed Data from distribution or limit or block Contributed Data input, if Client does not comply with these requirements.

- 7.3. This Clause 7 (Contributed Data) shall not apply to Contributed Data provided to Refinitiv solely for use on an Internet site developed and hosted by Refinitiv on behalf of Client for display of Client-provided content.

8. STORAGE

Client may only store Information or Derived Data from a Service (i) to the extent necessary to benefit from the usage permissions granted for such Service and (ii) where required by, and may use it only to comply with, applicable laws and regulations. All Information must be deleted on termination of the relevant Service, except to the extent required by, and for use only to comply with, any applicable laws and regulations. Storage of RICS is covered in Clause 6.3 (Storage) of this Information Schedule.

9. ACCESS DECLARATIONS

Client shall complete Access Declarations where Client controls or is required to disclose Users' or Client's Customers' access to or consumption of a Service. Refinitiv will advise Client of when and in what format to complete these Access Declarations. Client shall ensure that accurate Access Declarations are completed and that Client maintains effective internal control systems and procedures to establish and verify the information contained in any Access Declaration. Client must provide Refinitiv with written details of such systems and procedures upon Refinitiv's request. Refinitiv may require that the Client run checks on usage, and report the results to Refinitiv. Access Declarations are used to determine the Charges due; however, Refinitiv and its Third Party Providers reserve the right to apply additional charges where Access Declarations contain errors.

10. SERVICES DESIGNATED FOR LOCAL MARKETS

Some Services are specifically designed for a local market. If Refinitiv advises Client that this is the case with respect to a Service, Client agrees not to Distribute or Redistribute the Service (in whole or in part) outside that local market.

11. **ATTRIBUTION**

Except as otherwise specified in another Schedule or Order Form, Client must ensure that all Information it is permitted to Distribute or Redistribute is attributed to Refinitiv as the source (or, where applicable, the relevant Third Party Provider), in the following format: "Source: Refinitiv".

12. **ADDITIONAL CANCELLATION RIGHTS FOR THIRD PARTY INFORMATION**

Client has the option to stop receiving the Information from Third Party Providers (where that Information is provided as an add-on to a Service), and paying the associated Charges, in accordance with the terms of relevant Access Declaration on which the usage of such Information is declared or, if applicable, the terms of the relevant Order Form under which the Information is provided. In the case of Information from stock exchanges the cancellation shall take effect on the first day of the following quarter where Refinitiv provides for Client to declare its usage of the relevant stock exchange Information via an Access Declaration, but otherwise on the first day of the following month.

13. **DEFINITIONS**

Application – a server-based application, the details of which may be set forth on an Order Form.

Business Activity – a permitted activity as specified on an Order Form.

Client's Customer(s) - anyone other than Client's employees and authorized contractors outside the Site or any Recipient Location.

Distribute - to send within the Site and to Recipient Locations.

Enterprise Service - a Service designated as an "Enterprise" Service on an Order Form.

Index – the Index Values, as well as the list of Index Constituents and their weights in the index.

Index Constituent – a discrete security or other financial instrument which is aggregated with one or more other securities or financial instruments to form an Index.

Index Value – a numeric value aggregated from the values of two or more Index Constituents as determined by the prices and the weight of the securities or financial instruments in the Index.

Information Service – all Services designated on an Order Form as "Individual", "Enterprise", "Redistribution" or "Lipper", and any other Service that contains "Information".

Insubstantial Portions - limited extracts which have no independent commercial value.

Non-Systematic - use on an infrequent basis and not automatically generated by machine or regularly created by individual Users.

Reference Purposes - as one of the identifiers of the relevant data (i.e., neither to access nor as the only method of identifying such data).

Recipient Location - any of Client's offices (other than a Site), or any of Client's Subsidiary's offices, in each case, which receive Information from a Site.

Redistribute - to send outside the Site or any Recipient Location in the ordinary course of Client's business.

Site - any location of Client to which Refinitiv supplies access to the Services directly, as specified on an Order Form.

Refinitiv Czech Republic s.r.o. ("Refinitiv"),
 Na Perstýně 342/1, Stare Mesto, 110 00 Praha-1,
 Czech Republic



ORDER FORM

This Order Form is subject to the Agreement ("Agreement"), which sets forth the terms and conditions under which Refinitiv provides Client the Services described below.

Quote Number	02998409
Account Number	A-10190069
Account Manager	[REDACTED]
Order Form Creator	[REDACTED]
Agreement Type	TRMA / RMA
Agreement Number	RMA_A-10190069_Sep2022
Initial Term (Months)	36
Renewal Term(s) (Months)	12
Termination Notification Period (Days)	90
Information Schedule Applicable	Yes
Billing Frequency	Quarterly
Date	Sep-30-2022

Client Contracting Entity A-10190069
Ekonomicko-správní fakulta MU Lipova 507/41a, Brno, 602 00, Czech Republic

Billing Address A-30049967	Billing Contacts
Lipova 507/41a, Brno 602 00, Czech Republic	Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]

Location Accounts

A-10190069	Lipova 507/41a, Brno, , 602 00, Czech Republic
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Client may use this section to assign invoicing for this Order Form to a different Billing Account from that specified above. Otherwise, this section should remain blank.

Client should provide, in this section, the alternative Refinitiv Billing Account Number, if they know it, or the Address of the alternate Billing Account, to expedite processing by Refinitiv.

Alternate Billing Address	Billing Contacts
Street: City: State/Province: ZIP/Postal Code: Country:	Account Number:

Total Summary of costs related to this Order Form	
Monthly Recurring Additions Total	EUR 3,170.00
Monthly Recurring Removals Total	EUR 0.00
Once Off Additions Total	EUR 0.00

Monthly Recurring Additions				
Location Account: A-10190069				
Product	Service Type	Qty	Net Unit Price	Line Total
ACADEMIC STAFF ADD-ON	IN	1	EUR 570.00	EUR 532.00
DATASTREAM ADD-ON WORKSPACE FOR STUDENTS	IN	50	EUR 9.65	EUR 424.00
WORKSPACE FOR STUDENTS	IN	50	EUR 49.00	EUR 2,214.00

Monthly Recurring Additions Total	EUR 3,170.00
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Service Type Definitions			
IN	Individual	SW	Solutions Software
ENT	Enterprise	HW	Hardware
RE	Redistribution	ADMIN	Administration Charges
L	Lipper	INST T&M	Installation Charges (Time & Materials)
RC	Related Charges	SCRN	Screening
TRNS	Transaction		

STANDARD TERMS AND CONDITIONS

- Notwithstanding anything to the contrary in the Agreement, any references in the Agreement to (i) "**TR Group**", "**Thomson Reuters Group**", "**Reuters Group**" or any other reference to "**Group**" when used in relation to Refinitiv, shall mean Refinitiv, and any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control with Refinitiv (including its successors and assigns); and (ii) "**Affiliate**" when used in relation to Refinitiv, shall mean Refinitiv and any entity that, from time to time, directly or indirectly controls, is controlled by or is under common control with Refinitiv (including its successors and assigns). For the purposes of these definitions, "**control**" means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise, and the terms "**controlling**" and "**controlled**" shall be construed accordingly.
- To the extent Client is permitted hereunder or under the Agreement to modify or create Derived Data from the Information, or to Redistribute Information, including Insubstantial Portions of Information in a Non-Systematic manner, Client shall not alter or distort the editorial meaning of any news included in Information.
- Refinitiv may revise the pricing set out above unless Client signs and returns this Order Form to Refinitiv within a period of 30 days.
- Client confirms, by signing below, that it has the necessary authority to enter into this Order Form on the terms and conditions set forth in the Agreement.
- This Order Form is binding when countersigned by Client provided that Client has not made any changes to this Order Form. If Client modifies this Order Form this Order Form shall be null and void.
- For monthly recurring Services, this Order Form shall be in effect for the Initial Term, and shall continue thereafter for any Renewal Terms both as set out above. Either party may elect to not renew this Order Form by providing written notice, delivered prior to and not effective before the expiration of the then current term, subject to the Termination Notification Period set out above. Unless otherwise stated elsewhere in this Order Form, the Initial Term shall commence on the later of (a) the first day of the month following the date the Services are first made available by Refinitiv, or (b) the first day of the month following the last signature date by either party below.
- The unit price displayed above is the net billable amount for this Order Form.
- Unless otherwise stated above, Refinitiv shall invoice Client any monthly recurring Fees quarterly in advance.
- The pricing currency of each Service on this Order Form is set out above. This may be different from the local billing currency. As a result of exchange rate fluctuations, the figure set out on Client's invoice may vary from one billing period to the next.
- All Service Fees are exclusive of taxes, third party subscription fees, exchange fees, costs and duties.
- Any information, materials or other services provided by third parties (such as stock exchanges and other information providers) provided as an add-on to the Service and/or designated as Related Charges shall, unless otherwise specified in the relevant Order Form, be subject to the usage permissions set out in the relevant Schedule for the underlying Service that such information, materials or other services are provided in conjunction with.
- Unless expressly permitted under this Order Form, Client will not use Information to construct or calculate an Index, Investment Strategy or a benchmark that will be Redistributed, licensed or otherwise published or shared outside of the Client's organisation. "**Index**" means a composite of financial instruments, securities, assets, liabilities or other data points whose values are combined according to specific rules at regular intervals intended to provide a measure of performance over time, and includes the systematic value measurement of collective investment schemes, for example fund net asset values or indicative optimized portfolio values. "**Investment Strategy**" means a documented design methodology or a statistical or valuation model through which certain criteria can be applied to a universe of data pertinent to certain items (for example, to publicly listed equity stocks in the US marketplace) in order to derive a subset of those items which is an Index, or a form of investible item investment or trading strategy and the composition of which may be reviewed and revised at specified intervals of time.
- The disclaimer at: benchmark-disclaimer.pdf (refinitiv.com) https://www.refinitiv.com/content/dam/marketing/en_us/documents/policies/benchmark-disclaimer.pdf shall be incorporated by reference into the Agreement ("**BMR Disclaimer**").
- Client acknowledges and agrees that Refinitiv does not offer or sell any securities or financial products, and nothing should be construed as such.

International Transfers

- If, in the course of providing or receiving the Services, a party transfers Personally Identifiable Information (as defined in the Agreement or otherwise as defined below): (a) from a country which has applicable Data Protection Legislation which imposes restrictions on extra-territorial transfers of Personally Identifiable Information; and (b) to a country which does not provide an adequate level of protection for Personally Identifiable Information as required by the Data Protection Legislation of the country of export, then the Refinitiv Standard Contractual Clauses Agreement (found at the following address <https://my.refinitiv.com/content/mytr/en/policies/international-transfers.html>) shall apply to that transfer. Client shall be responsible for all international data transfers that flow from its, or any Affiliates' (where permitted) use of the Services, including its obligation to put in place appropriate international data transfer clauses or an alternative permitted mechanism.
- For the purpose of this Order Form:
 - **Personally Identifiable Information** means personal data (as such term is defined in Data Protection Legislation) processed as part of the Services or in connection with this Agreement.

- **Data Protection Legislation** means legislation relating to an individual's right to privacy with respect to the processing of Personally Identifiable Information which is applicable to a party from time to time.

PRODUCT NOTES

Applicable to all services unless otherwise shown.

Product
ACADEMIC STAFF ADD-ON

Academic Staff Add-On to Workspace for Students Reference

- Client acknowledges this Service is an add-on to the Workspace for Students service and access to this add-on is conditional on Client holding a valid Workspace for Students license for each User to this add-on.
- Users are permitted to:
 - (a) Use the Information for academic (including research publications) and non-commercial purposes excluding any other employment opportunities; and
 - (b) After termination, store (but no use) and Redistribute (in journal submissions only) Information to the extent such Information is required to support a User research purposes before termination.

User - (a) each individual employed by Client, or contractor acting under Client's direction in the ordinary course of Client's business; or (b) individuals studying at Client's academic institution.

Product
DATASTREAM ADD-ON WORKSPACE FOR STUDENTS

Datastream add-on Workspace for Students

- Each User is permitted, during the term of this Order Form, to download up to a maximum of 10,000,000 (ten million) Data Points per calendar month. Client acknowledges that this is the maximum allowance permitted with no possible extension. "Data Point" shall mean each value returned.

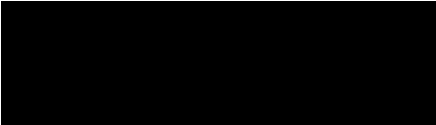
Product
WORKSPACE FOR STUDENTS

Workspace for Students and Workspace for Students Reference

- Users are permitted to:
 - (a) use the Information for academic and non-commercial purposes excluding any employment opportunities; and
 - (b) After termination, store (but no use) and Redistribute (in journal submissions only) Information to the extent such Information is required to support a User research purposes before termination.
- Client represents and warrants that any personal data disclosed to Refinitiv in the course of the Agreement will be provided lawfully and with consent, if required.
- Users request for support shall be directed to Refinitiv through Client.

User - individuals studying at Client's academic institution (excluding each individual employed by Client, or contractor acting under Client's direction in the ordinary course of Client's business).

This Order Form and the Agreement will be governed by and construed in accordance with the laws of England and Wales. Both parties consent to the non-exclusive jurisdiction of the Courts of England and Wales.

Signed on behalf of Ekonomicko-spravni fakulta MU		Signed on behalf of Refinitiv Czech Republic s.r.o. ("Refinitiv")	
	Signature		Signature
	Print Name	Ing. Jan Kubik, CEMS MIM	Print Name
	Position	Executive Director Czech Republic	Position
	Date	Sep-30-2022	Date