

DIGITAL POLICY ALERT

DPA Licensed Data – General Terms

Version: 6 October 2026

PREAMBLE

These General Terms are between the St.Gallen Endowment for Prosperity through Trade (“Licensor” or “SGEPT”) and the subscriber (“Subscriber”). The Licensor operates the Digital Policy Alert (DPA). These General Terms govern the Subscriber’s use of the Licensed Data specified in the Subscriber’s Order or Subscription Confirmation, regardless of whether the Subscriber accesses that data by file delivery, the DPA API, or the DPA MCP Server. Channel-specific operational terms for the API and the MCP Server are set out in the applicable Channel Terms, which supplement these General Terms for the named channel only.

Capitalised terms not defined herein have the meaning given in the Order, Subscription Confirmation, Online Purchase Terms, or applicable Channel Terms.

1. DEFINITIONS

- **‘Order’** means the negotiated order document, however titled (including a Service Contract or Order Form), under which the Licensor and the Subscriber agree the Subscriber’s Subscription, including the Licensed Data selected, the licence class, the delivery channel or channels, the authorised population, and the fees.
- **‘Subscription Confirmation’** means the confirmation issued to a Subscriber upon its acceptance, through a self-service checkout or other process described in the Online Purchase Terms, recording the matters stated in the Online Purchase Terms.
- **‘Online Purchase Terms’** means the SGEPT Online Purchase Terms governing formation, payment, renewal, cancellation, tax, and related mechanics for self-service purchases.
- **‘Channel Terms’** means, as applicable to a Subscription, the DPA API Terms or the DPA MCP Terms, each of which supplements these General Terms for its named delivery channel only.
- **‘Subscription’** means the service and access rights granted to the Subscriber under the Agreement Documents.
- **‘Licensed Data’** means the datasets, packages, fields, and historical coverage selected in the Order or Subscription Confirmation, together with the updates supplied during the subscription term. Licensed Data may include the DPA database or selected packages of it, defined by policy area and jurisdiction, in each case as so selected.
- **‘Affiliate’** means, in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, where control means ownership of more than fifty per cent (50%) of the voting interests or the power to direct the entity’s management.
- **‘Subscriber’s Organisation’** means the Subscriber together with the organisational scope declared in the Order or Subscription Confirmation, including any Affiliates expressly approved therein.
- **‘Authorised Users’** means the individuals within the Subscriber’s Organisation, and any contractors or agents expressly authorised in the Order or Subscription Confirmation, who access the Licensed Data under the Subscriber’s technical access controls.

- **'Derivative Works'** means analyses, reports, visualisations, or other materials created using the Licensed Data.
- **'Recognisable DPA Content'** means any event record or intervention record, or substantial portion thereof, or any record-level field or combination of fields, including titles, descriptions, dates, implementing jurisdictions, implementers, policy areas, policy instruments, event and action types, status or stage, economic activities, threads, source links, or similar data, that allows a third party to identify, browse, query, reconstruct, or meaningfully use DPA records.
- **'Materially Transformed Output'** means an output that reflects the Subscriber's own analysis, scoring, modelling, synthesis, or aggregation such that the Licensed Data is no longer presented in recognisable record-level form and the output is not a Functional Substitute.
- **'Functional Substitute'** means any output, interface, or service that enables a third party to access, query, browse, retrieve, or otherwise use Licensed Data or a recognisable subset of it in a manner that materially substitutes for direct DPA access.
- **'Agreement Documents'** means, as applicable to a Subscription: the Order or Subscription Confirmation; these General Terms; the Channel Terms for each selected delivery channel; any Service Level Agreement expressly incorporated by the Order; the Online Purchase Terms, for self-service purchases; and any executed Commercial and Distribution Addendum.

2. NATURE OF SERVICE

2.1 Intelligence Service

The DPA is a digital policy intelligence service. SGEPT provides research evidence, data, and access services: it monitors, documents, and analyses government action on digital policy (laws, regulations, guidance, enforcement actions and other official measures) from publicly available official sources worldwide. The DPA is not an official government source. The Licensed Data is designed to inform and support the Subscriber's own decision-making processes, not to replace them.

2.2 What the Service Is Not

The Licensed Data does not constitute, and shall not be construed as providing: legal, regulatory, data-protection, privacy, cybersecurity, competition, or compliance advice of any kind; a compliance-management system or an authoritative register of applicable law; tax, accounting, investment, or financial advice; or a substitute for advice from qualified lawyers, data-protection officers, compliance officers, or other specialists.

2.3 No Reliance and Assumption of Risk

The Subscriber assumes full responsibility for all decisions made and actions taken based on the Licensed Data. The Subscriber acknowledges and agrees that:

- The Licensed Data is for informational and analytical purposes only, and no output derived from it constitutes a definitive or authoritative statement of the law, regulation, or policy of any jurisdiction.
- The Subscriber shall not rely solely on the Licensed Data as the basis for any regulatory, compliance, legal, product, procurement, or other business decision, and is solely responsible

for independently verifying any information obtained through the Licensed Data with qualified professionals before taking action.

- SGEPT shall bear no responsibility or liability for any decision made or action taken by the Subscriber or any Authorised User in reliance on the Licensed Data, including any loss arising from inaccuracy, omission, or delay originating in government or other third-party sources, from any discrepancy between the data's presentation of a policy measure and the actual legal or regulatory position in any jurisdiction, or from the Subscriber's failure to verify.

This Section is in addition to, and does not limit, Sections 12 and 13.

2.4 Data Source Limitations

The Subscriber expressly acknowledges the following inherent limitations of the Licensed Data:

- **Government sources:** The Licensed Data is compiled from official government publications, gazettes, regulatory notices, and related public sources. These sources are frequently ambiguous, inconsistent between jurisdictions, subject to change without notice, and in some cases unavailable, redacted, or published only in local languages.
- **Interpretation and judgment:** Documenting government policy measures requires analytical judgment. Reasonable experts may disagree on the classification, scope, or impact of a given measure. SGEPT applies consistent methodology but cannot guarantee that its interpretation matches any particular authority's interpretation.
- **Completeness:** No policy intelligence service can guarantee comprehensive real-time coverage of all government actions worldwide. Some measures may be undocumented, delayed in publication, implemented through informal channels, or otherwise not captured by SGEPT's monitoring processes.
- **Timeliness:** There is necessarily a lag between a government's announcement, adoption or implementation of a policy measure and its documentation in the DPA database. Measures may also be amended or revoked between documentation and the Subscriber's access.
- **Procedural stage:** DPA records the procedural stage of a government action (for example draft, consultation, adoption, entry into force, or removal) as documented at the time. Stages change, and a recorded stage may not reflect a later development.
- **Accuracy of official sources:** SGEPT documents what governments announce. If an official source contains an error, that error may be reflected in the Licensed Data. SGEPT's error-correction obligation under Section 11 is limited to errors directly attributable to SGEPT's own processing, not errors in source data.

3. INTELLECTUAL PROPERTY

The Licensor retains all right, title, and interest in and to the Licensed Data, including all related intellectual property rights. No ownership rights in the Licensed Data or related intellectual property are transferred by the Agreement Documents. The structure, organisation, and content of the Licensed Data are valuable trade secrets of the Licensor. The Subscriber is prohibited from removing or altering any intellectual property notices or other identification marks contained within the Licensed Data. No rights are granted to the Subscriber other than those expressly provided in the Agreement Documents.

4. LICENCE

4.1 Grant and Licence Classes

The Licensor grants the Subscriber a non-exclusive, non-transferable licence to access and use the Licensed Data during the subscription term, in the licence class selected in the Order or Subscription Confirmation. There are exactly three licence classes: **Internal Use**, **Derived Use**, and **Redistribution**, each defined in this Section 4. Permitted Citation (Section 4.2) is a permission within the selected class, not a separate class. Unless the Order or Subscription Confirmation expressly selects a higher class, the licence granted is Internal Use. No right to provide Licensed Data, Recognisable DPA Content, or any product or service based on the Licensed Data to third parties is granted by implication.

4.2 Internal Use and Permitted Citation

Internal Use means use of the Licensed Data by Authorised Users within the Subscriber's Organisation for internal intelligence, analysis, and decision-making, including storing and processing the Licensed Data within the Subscriber's internal systems (internal databases, data warehouses, business-intelligence environments, and internal AI and retrieval systems, subject to Section 4.7 where a Service Provider is used) and creating summaries, aggregates, visualisations, and Derivative Works for internal purposes.

Permitted Citation. Within any licence class, the Subscriber may make occasional, ad hoc quotation or citation of individual DPA-informed findings, short extracts, and individual DPA entries, in the Subscriber's publications, presentations, and client communications, provided that: (a) attribution is given as required by Section 5; and (b) such use does not amount to a systematic external product, service, or recurring feed, and does not provide third parties with systematic access to Licensed Data, Recognisable DPA Content, or a Functional Substitute. Permitted Citation is a limited permission, not a licence class, and applies with the same meaning across every delivery channel. Permitted Citation authorises only the cited or quoted content. It does not authorise use of the Licensed Data as a material input into client-specific analysis, recommendations, models or deliverables; such use constitutes Derived Use.

4.3 Derived Use

Derived Use means third-party-facing use of the Licensed Data as an input into the Subscriber's own analysis, indicators, scores, models, charts, or other outputs, where the third party receives only Materially Transformed Output and does not receive Recognisable DPA Content or a Functional Substitute. Derived Use includes any third-party-facing use of the Licensed Data beyond Permitted Citation, whether one-off, occasional, systematic or recurring. Derived Use must be expressly granted under Section 4.5.

4.3A Client Project Use

Client Project Use is a predefined, project-scoped grant of Derived Use. It permits the Subscriber to use the Licensed Data as a material input into analysis, models, recommendations and deliverables prepared for one specified third-party client in connection with one specified engagement or matter (the "Client Project").

A Client Project Use grant must identify the Client Project by client name or unique confidential matter code, describe its subject matter or purpose, and state the applicable Licensed Data scope and authorised period. The grant covers Materially Transformed Output created for that Client Project, including multiple deliverables forming part of the same engagement.

Client Project Use does not permit use for another client or engagement; a reusable or recurring client service; a client-facing database, dashboard, chatbot, search tool or other interface; or direct client access to the Licensed Data. The client may receive only Materially Transformed Output and Permitted Citations. Any provision of Recognisable DPA Content or a Functional Substitute constitutes Redistribution and requires a separate grant.

4.4 Redistribution

Redistribution means making the Licensed Data, Recognisable DPA Content, record-level data, extracts, downloads, feeds, interfaces, or a Functional Substitute available to any third party, whether by direct transfer or through access to a product, service, dashboard, alert, API, export, chatbot, search interface, or other means. Redistribution must be expressly granted under Section 4.5.

4.5 Cumulative Structure and Additional Rights

The licence classes are cumulative: Derived Use includes Internal Use, and Redistribution includes Derived Use and Internal Use, in each case for the same Licensed Data scope and subject to the scope limits stated in the granting document. An Order or Subscription Confirmation selects the highest authorised class.

An Order, or a Commercial and Distribution Addendum executed with an Order, may grant specified Derived Use or Redistribution rights. A Subscription Confirmation may select a licence class above Internal Use only where that class and its scope are predefined for the relevant product in these General Terms. The pricing page may identify which predefined class applies to a plan but may not define or expand the scope of that class. Any broader or bespoke Derived Use or Redistribution right requires an Order or an executed Commercial and Distribution Addendum. The granting document must identify the class granted and the relevant scope (such as the approved product or service, channels, user or customer population, territory, and record-level display limits); it need not reproduce the licence text of these General Terms. Where a use could fall within more than one class, the higher class applies unless the Licensor agrees otherwise in writing. Use of the Licensed Data in AI-enabled, retrieval-enabled, or automated systems is classified by the output delivered to the end user, not by the underlying technical architecture. The Licensor may require reasonable technical safeguards (output filtering, prompt restrictions, access controls, anti-extraction controls, or equivalent measures) as a condition of a Derived Use or Redistribution grant.

Client Project Use under Section 4.3A is a limited grant of Derived Use and not a separate licence class. It may be granted in an Order, Subscription Confirmation or Commercial and Distribution Addendum. Unless expressly stated otherwise, a Client Project Use grant does not confer Derived Use rights outside the identified Client Project.

4.6 Common Restrictions

Except to the extent expressly permitted by the Subscriber's licence class or a grant under Section 4.5, the Subscriber shall not:

- share the Licensed Data, in whole or in part, outside the Subscriber's Organisation;
- redistribute the Licensed Data as a standalone dataset or as part of a competing product, or make Licensed Data, Recognisable DPA Content, or a Functional Substitute available to any third party;
- create a derivative database that substantially replicates the Licensed Data, or use the Licensed Data in a manner that allows reverse engineering, reconstruction, extraction, or practical substitution for the DPA database;
- embed, integrate, or operationalise the Licensed Data systematically within any product, service, workflow, dashboard, portal, alerting tool, search interface, or automated system made available to third parties;
- use the Licensed Data to ground, train, fine-tune, populate, or improve any AI, machine learning, retrieval, search, or automated decision system for third-party-facing use, or expose third parties to record-level DPA content through chat interfaces, retrieval systems, exports, notifications, or other automated outputs;
- scrape, harvest, or extract the Licensed Data by automated means outside the authorised access method, or circumvent any access control, usage limit, or security measure;
- use the Licensed Data in breach of applicable law, or remove or obscure required attribution or proprietary notices.

The Channel Terms add only restrictions peculiar to their channel and do not vary this Section.

4.7 AI Processor and Service Provider Carve-Out

For the purposes of Sections 4.6 and 7, a third-party software tool that stores, processes, transmits, caches, retrieves, or displays Licensed Data solely on the Subscriber's behalf, at the Subscriber's direction, and for the Subscriber's own use within its licence class (whether marketed as an AI assistant, chatbot, agent, "AI host," "AI client," retrieval system, or otherwise; whether cloud-hosted or run locally on the Subscriber's own infrastructure or device; each, a '**Service Provider**') is not a third party to whom the Licensed Data, Recognisable DPA Content, or a Functional Substitute is made available, redistributed, or exposed, and the Subscriber's ordinary use of a Service Provider in that capacity does not, by itself, breach Section 4.6 or Section 7, provided that all of the following conditions are satisfied:

- **(a) No independent licence.** Neither the Subscriber nor any arrangement between the Subscriber and the Service Provider grants the Service Provider any licence, right, or interest to use the Licensed Data for the Service Provider's own account or for any purpose other than providing the service to the Subscriber;
- **(b) No training or model improvement.** The Licensed Data submitted to the Service Provider is not used to train, fine-tune, or otherwise improve any AI, machine learning, or other model for the benefit of the Service Provider or any party other than the Subscriber, except to the extent the Subscriber has knowingly configured the Service Provider to permit this, which configuration is outside this carve-out and is the Subscriber's sole responsibility under condition (d);
- **(c) Appropriate security and retention.** The Service Provider maintains security and retention practices for the Licensed Data appropriate to a service handling confidential third-party licensed content, and does not make the Licensed Data available to any party other than the Subscriber, except to the Service Provider's own infrastructure subprocessors and personnel engaged in providing the service to the Subscriber, each bound by confidentiality obligations no less protective of the Licensed Data than this Section 4.7; and

- **(d) Subscriber responsibility.** The Subscriber remains solely responsible for its selection and configuration of its chosen Service Provider, including the settings described below, and for any use of the Licensed Data by or through the Service Provider that would breach the Agreement Documents had the Subscriber undertaken it directly. This carve-out does not apply to the extent the Subscriber's configuration of a Service Provider causes a condition above to fail.

Settings safe-harbour. Where the Subscriber configures a Service Provider using that provider's standard, generally available settings to disable retention of inputs for training purposes and to disable use of the Subscriber's data to train or improve the Service Provider's models (however the provider labels such settings), the Subscriber is deemed to satisfy condition (b) with respect to that Service Provider without further inquiry. This safe-harbour applies equally to cloud-hosted Service Providers and to models or software run locally on the Subscriber's own infrastructure or device, provided the Subscriber applies the equivalent local configuration where such a setting exists.

Where the Subscriber becomes aware that its Service Provider is disregarding the selected settings, or is otherwise using the Licensed Data beyond providing the service to the Subscriber, the Subscriber shall promptly cease submitting Licensed Data to that Service Provider and notify SGEPT.

This Section 4.7 does not expand the licence granted in Section 4.1; does not permit the Subscriber to make the Licensed Data or a Functional Substitute available to the Service Provider's other customers, users, or the public; and does not relieve the Subscriber of its own obligations under Section 7. Section 16 governs the treatment of Licensed Data retained by a Service Provider after termination.

4.8 Delivery Neutrality

The delivery channel does not change the authorised licence class. The Subscriber's licence class determines what the Subscriber may do with the Licensed Data; the delivery channel determines how the Subscriber accesses it. The Channel Terms for each selected channel state the operational controls specific to that channel and neither expand nor reduce the licence granted under this Section 4. Where a Subscription includes more than one delivery channel, the Channel Terms of each selected channel apply to access through that channel.

4.9 [Reserved]

4.10 Public Website Content

- **(a)** Content that a person obtains from the public DPA website, including downloads offered there under the website's Creative Commons Attribution-NonCommercial 4.0 International (CC BY-NC 4.0) acknowledgement, remains available to that person under CC BY-NC 4.0 for non-commercial purposes.
- **(b)** CC BY-NC 4.0 does not apply to Licensed Data accessed through the DPA API, the DPA MCP Server, or file delivery, or supplied under an Order or Subscription Confirmation. That Licensed Data is licensed only under the Agreement Documents.
- **(c)** Commercial use of DPA content requires a Subscription under these General Terms whose Licensed Data, licence class, and authorised population cover that use. Commercial use means any use by or on behalf of a business in connection with its business, including internal research, compliance, product development, and use within internal tools, systems, or AI applications,

whether or not the use generates revenue. SGEPT does not regard such use as non-commercial use under CC BY-NC 4.0.

- (d) Nothing in the Agreement Documents narrows rights that a person already holds under CC BY-NC 4.0 for content obtained from the public DPA website.

4.11 Orders and Subscription Confirmations Covering GTA and DPA Data

Where one Order or Subscription Confirmation covers both Global Trade Alert data and Digital Policy Alert data, the GTA Licensed Data — General Terms govern the Global Trade Alert data and these General Terms govern the Digital Policy Alert data. A licence class or grant recorded for one does not extend to the other unless the Order or Subscription Confirmation says so expressly.

5. ATTRIBUTION REQUIREMENTS

All uses of Licensed Data in publications, presentations, or other communications must include appropriate attribution. Standard format: "Source: Digital Policy Alert, [Month Year]". Additional attribution requirements specified in the Order (including logo usage) supplement this Section.

For Internal Use and ordinary Derivative Works, attribution may appear in the relevant publication, presentation, or supporting materials. For Derived Use, attribution may be required in methodology documents, source disclosures, or other supporting documentation, as specified in the granting document. For Redistribution, visible end-user attribution is required in every case, in the relevant product interface, output, or accompanying documentation, in the form specified in the granting document or, where the granting document specifies none, in the standard format above.

6. DATA UPDATES

The Licensor shall provide updates to the Licensed Data at the frequency and by the method stated in the Order or Subscription Confirmation and, where applicable, the relevant Channel Terms. The format of delivery may change over time; Subscribers will be notified of any such changes in advance.

7. DATA SECURITY

The Subscriber shall implement reasonable security measures to protect the Licensed Data and access credentials; maintain records of the access credentials it issues and the individuals holding them, as a technical access-control measure (credentials and user records do not define the licensed population, which is defined by the Order or Subscription Confirmation); promptly report any security incidents to the Licensor; and not share access credentials or data files with unauthorised parties.

8. COMPLIANCE

The Licensor may conduct compliance audits of the Subscriber's use of Licensed Data upon reasonable notice, not more than once per calendar year unless a material compliance issue is identified. On such notice, the Licensor may require the Subscriber to furnish a self-attestation accompanied by a usage report generated from the Subscriber's systems or such other documentation reasonably necessary to verify compliance.

Where the Subscriber holds Derived Use or Redistribution rights, the self-attestation shall confirm the nature of the use case, the licence class exercised, any agreed capacity or pricing metric stated in the

granting document, and such system-generated usage information as is reasonably necessary to verify compliance with the agreed scope. If the Subscriber exceeds the scope of rights granted, the Licensor may require reclassification, fee true-up, prospective adjustment, or cure, as appropriate under the Order.

For each Client Project Use grant, the Subscriber shall maintain a record of the applicable matter code, project scope and authorised period sufficient to demonstrate that the use remained within the grant. SGEPT shall not require disclosure of the client's identity where a unique confidential matter code and project description provide sufficient verification.

The Licensor shall comply with all applicable laws as they concern the Agreement Documents and their subject matter.

9. PREMIUM DATASETS

No datasets are designated as premium datasets ("Premium Datasets") at the date of this version. SGEPT may designate Premium Datasets by amending these General Terms under Section 17, and a designated Premium Dataset forms part of the Licensed Data only where the Order or Subscription Confirmation includes it.

10. [RESERVED]

11. LICENSOR WARRANTIES

Licensor represents and warrants to Subscriber that, on the first day of the subscription term and throughout that term:

- **(a)** Licensor owns or has obtained, to the best of its knowledge and belief, all rights necessary to license the Licensed Data to Subscriber for the purposes set out in the Agreement Documents.
- **(b)** To Licensor's knowledge, after reasonable inquiry, the Licensed Data as delivered to Subscriber and the service platforms do not infringe any third-party copyright, database right, or trade secret.
- **(c)** Licensor has not knowingly introduced viruses, time-bombs, or other malicious code intended to harm Subscriber's systems into the service or Licensed Data as delivered.
- **(d)** The services will, using commercially reasonable efforts, perform in substantial conformance with any material specifications expressly set forth in the applicable Order.
- **(e)** If Subscriber notifies Licensor in writing of a material factual error in the Licensed Data directly attributable to Licensor's processing (and not an error inherent in the source data), Licensor will use commercially reasonable efforts to investigate and, where the error is verified by Licensor, will correct such error or publish a clarification as soon as reasonably practicable.

Except for the express warranties set out above, Licensor gives no other warranties in respect of the Licensed Data or the services, whether express, implied, or statutory. Subscriber's remedies for a breach of warranty (d) include, at Subscriber's option and Licensor's expense, Licensor to re-perform the deficient service or to provide a credit or refund for the period of non-conformance.

12. WARRANTY DISCLAIMER

Subscriber acknowledges that the Licensed Data is compiled from numerous public and third-party sources globally and reflects the “messy reality” of digital policymaking across jurisdictions. As such, the Licensed Data may contain inaccuracies, errors, omissions, or delays inherent in such sources and compilation processes. Except for the limited express warranties set forth in Section 11, the Licensed Data and the services are provided “as is” and “as available.” Licensor disclaims all other warranties of any kind, whether express, implied, or statutory, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, accuracy, completeness, timeliness, non-infringement (other than as expressly warranted in Section 11(b)), or uninterrupted or error-free availability or operation. Subscriber’s use of the Licensed Data and services is at its sole risk, as further stated in Section 2.3.

13. LIMITATION OF LIABILITY

13.1 Exclusion of Certain Damages

To the maximum extent permitted by applicable law, neither party shall be liable to the other party or any third party for any loss of profits, loss of revenue, loss of business or opportunity, or any indirect, special, incidental, consequential, exemplary, or punitive damages arising out of or related to the Agreement Documents, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, even if such party has been advised of the possibility of such damages.

13.2 Aggregate Liability Cap

Each party’s total aggregate liability for all claims, damages, and losses arising out of or related to the Agreement Documents collectively shall not exceed the amount specified in the Order (or the equivalent liability provision thereof). The cap applies to the aggregate of all claims under all Agreement Documents, not to each document separately.

Where no cap is specified in the applicable Order or Subscription Confirmation (including where the Subscriber holds a self-service Subscription under a Subscription Confirmation that does not separately state a cap), each party’s liability shall not exceed the greater of (i) the total fees paid or payable by the Subscriber under the applicable Subscription in the twelve (12) months preceding the event giving rise to the claim, or (ii) CHF 1,000. This formula applies in place of, and not in addition to, a “1x the annual fee” measure, so that a Subscriber on a zero-fee Subscription does not thereby reduce its own liability cap to zero.

13.3 Exceptions to Limitations

The limitations and exclusions of liability set forth in this Section shall not apply to:

- Either party’s liability for fraud, gross negligence, or wilful misconduct.
- Either party’s liability for death or personal injury caused by its negligence (to the extent such exclusion is prohibited by applicable law).
- Subscriber’s payment obligations for fees due under the applicable Order or Subscription Confirmation.

- Subscriber's liability for breach of the restrictions in Section 4.6, unauthorised Redistribution, creation of a Functional Substitute, or infringement of the Licensor's intellectual property rights in the Licensed Data.
- Any liability that cannot be excluded or limited under mandatory provisions of applicable law, including, where the Subscriber is an individual whose Subscription is protected by mandatory consumer-protection rules, any non-waivable rights those rules confer.

For the avoidance of doubt, Licensor's liability for any suspension or termination of services later found to have breached the Agreement Documents is subject to the limitations and exclusions of this Section 13; the Subscriber's remedies include restoration of access and a pro-rata refund or service credit referable to the period of wrongful suspension.

14. INDEMNIFICATION

Licensor shall indemnify, defend, and hold harmless Subscriber, its Affiliates, and their respective officers, directors, and employees ("Subscriber Indemnified Parties") from and against any third-party claim, suit, or proceeding to the extent arising directly from: (i) a breach by Licensor of its express warranties in Section 11(b) or 11(c); or (ii) Licensor's gross negligence or wilful misconduct in its provision of the services.

Subscriber shall indemnify, defend, and hold harmless Licensor, its Affiliates, and their respective officers, directors, and employees ("Licensor Indemnified Parties") from and against any third-party claim, suit, or proceeding to the extent arising directly from: (i) a breach by Subscriber of the licence scope provisions in Section 4 or its obligations under Section 7; or (ii) Subscriber's gross negligence or wilful misconduct in its use of the Licensed Data.

Neither party is obliged to indemnify the other to the extent the claim results from the Indemnified Party's: (i) combination of the Licensed Data with data, software, or systems not supplied or approved in writing by the Indemnifying Party, where the claim would not have arisen but for that combination; (ii) use of the Licensed Data other than as expressly permitted under the Agreement Documents; or (iii) material breach of the Agreement Documents, negligence, or wilful misconduct.

The Indemnified Party must: (i) give prompt written notice of the claim to the Indemnifying Party; (ii) grant the Indemnifying Party sole control of the defence and settlement (provided the Indemnifying Party may not settle in a manner that admits fault or imposes an unreimbursed obligation without prior written consent); and (iii) provide all reasonable assistance, at the Indemnifying Party's expense.

15. FORCE MAJEURE

Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached the Agreement Documents, for any failure or delay in fulfilling or performing any term thereof, when and to the extent such failure or delay is caused by acts of God, flood, fire, earthquake, or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; embargoes or blockades; national or regional emergency or government shutdown; or national or regional shortage of adequate power, telecommunications, or transportation (each a "Force Majeure Event"), provided that: (i) such event is outside the reasonable control of the affected party; (ii) the affected party provides prompt notice stating the expected duration; and (iii) the affected party uses diligent efforts to end the failure or delay and minimise its effects. A Force Majeure Event does not

excuse payment obligations already accrued; where the event prevents the transmission of payment, payment falls due promptly once transmission again becomes possible.

16. TERM, SUSPENSION, AND TERMINATION

The licence term is the subscription term stated in the Order or Subscription Confirmation. Either party may terminate for a breach that remains uncured thirty (30) days after written notice of the breach. Where a material breach is incapable of cure, the non-breaching party may terminate with immediate effect. The Licensor may suspend access, proportionately and on written notice, where it reasonably believes suspension is necessary to address a security risk, abuse, non-payment (as provided in the Online Purchase Terms or the Order), legal risk, or use beyond the scope of the granted licence class, provided the Subscriber is given a reasonable opportunity to cure unless immediate suspension is necessary to prevent ongoing unauthorised distribution or a security incident. Section 13.3 states the remedy position for wrongful suspension. Subscribers may appeal termination decisions within ten (10) business days of notice. For self-service Subscriptions, termination, cancellation, and renewal mechanics are as set out in the Online Purchase Terms; this Section governs the consequences of termination common to all Subscribers regardless of formation path.

Post-termination obligations. Upon termination or expiry for any reason, the Subscriber shall (i) immediately cease all further access to and retrieval of the Licensed Data, and (ii) delete all copies of the Licensed Data held in record-level or otherwise Recognisable DPA Content form, other than copies retained solely for archival or legal-compliance purposes and subject to continuing confidentiality. The Subscriber is not required to delete, and may retain, (a) Materially Transformed Output and (b) Permitted Citations made in accordance with Sections 4.2 and 5, in each case created before termination. Retained Materially Transformed Output, and any Licensed Data or Recognisable DPA Content that continues to reside with a Service Provider under Section 4.7 after termination, remain subject to Section 4.6 and to the Redistribution and Functional Substitute prohibitions, all of which survive termination: retained material may not be used, alone or in combination, as or to reconstitute a Functional Substitute, may not be redistributed, and may not be used to reverse-engineer or reconstruct the Licensed Data. As to a Service Provider under Section 4.7, the Subscriber discharges its deletion obligation by ceasing further submission of Licensed Data and applying the Service Provider's available deletion or non-retention controls; the Subscriber is not required to guarantee erasure from systems outside its control. The Subscriber shall certify compliance with this Section only upon the Licensor's reasonable written request.

Refunds. Upon (i) termination by the Licensor for reasons other than the Subscriber's breach, or (ii) termination by the Subscriber other than for its own convenience (including for the Licensor's uncured breach), the Licensor shall provide a pro-rata refund of any pre-paid fees referable to the unused portion of the then-current subscription period. No refund is due where the Licensor terminates for the Subscriber's breach, or where the Subscriber terminates for convenience other than as provided in the Online Purchase Terms. This refund right does not create any right to a refund or credit for allowances, quotas, or usage limits that remain unused within a paid period while the Subscription otherwise continues.

17. MODIFICATION AND VERSIONING

The Licensor may modify these General Terms, the Channel Terms, and the Online Purchase Terms from time to time by giving the Subscriber not less than thirty (30) calendar days' written notice. If the

Subscriber reasonably determines that a proposed modification materially and adversely affects its rights or obligations, the Subscriber may reject the modification and terminate with effect from the modification's effective date, with a pro-rata refund on the same basis, and subject to the same scope limitation, as the refund on termination under Section 16. Continued use of the services after the effective date of a modification constitutes acceptance.

Each published document carries a version date and a stable URL. The Order, checkout record, and Subscription Confirmation record the accepted versions. No unversioned handbook, web page, or technical documentation changes substantive licence rights. The Licensor will maintain an accessible archive of all prior versions, showing effective dates, for at least three (3) years after each version is superseded.

18. PRECEDENCE

The Agreement Documents allocate subjects as follows, and each document controls its own subject matter:

- The **Order or Subscription Confirmation** selects the customer, datasets, highest licence class, any Client Project Use grant and its scope, delivery channel(s), authorised users or organisational population, term, fees, limits, and expressly negotiated departures.
- These **General Terms** control ownership, licence classification, common permissions, common restrictions, and common legal terms.
- The **Channel Terms** control operational matters specific to the selected channel.
- An incorporated **Service Level Agreement** controls the performance commitments, service levels, and remedies for the selected channel only.
- The **Online Purchase Terms** control online formation, payment, renewal, cancellation, tax, and consumer-purchase mechanics, and do not expand the data licence.
- A **Commercial and Distribution Addendum** controls only the subjects and clauses it expressly changes or supplements.

A negotiated departure in an Order or Addendum controls the provision or subject it expressly identifies. A generic Order term does not override the licence model merely by appearing in the Order: additional Derived Use or Redistribution rights are granted only as stated in Section 4.5.

19. NOTICES

For Subscribers with an Order, all notices shall be given in writing by overnight courier, or by electronic mail as a PDF attachment, to the addresses set forth in the Order. For self-service Subscribers, the Licensor may give notice, including notice of a modification under Section 17, by electronic mail to the email address associated with the Subscriber's account, without requirement for a PDF attachment or courier copy. The Subscriber shall keep its account email address current and remains responsible for notices not received due to an outdated address.

Notices sent by email during business hours (09:00–17:00, Central European Time) are deemed effective as of the following Business Day. Notices sent outside business hours are deemed effective as of the second Business Day after transmission. "Business Day" means a day other than a Saturday, Sunday, or public holiday in the Canton of St. Gallen, Switzerland.

20. ASSIGNMENT

Neither party shall assign or otherwise transfer any of its rights, or delegate any of its obligations, under the Agreement Documents without the other party's prior written consent, which shall not unreasonably be withheld. Any purported assignment in violation of this Section is void.

21. GOVERNING LAW AND JURISDICTION

The Agreement Documents shall be governed by and construed in accordance with the laws of Switzerland. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Any dispute arising from or in connection with the Agreement Documents shall be subject to the exclusive jurisdiction of the courts of the Canton of St. Gallen, Switzerland.

22. SETTLEMENT OF DISPUTES

The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Agreement Documents or their breach, termination, or invalidity.

23. PRESERVATION OF IMMUNITIES

Nothing contained in or related to the Agreement Documents shall be deemed a waiver, express or implied, of the privileges and immunities of the Licensor or the Subscriber, all of which are specifically reserved.

24. SEVERABILITY

If any provision of the Agreement Documents is found by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that the court should give effect to the Parties' intentions as reflected in such provision, and the other provisions shall remain in full force and effect.

25. ENTIRE AGREEMENT AND THIRD-PARTY TERMS

The Agreement Documents constitute the sole and entire agreement of the parties with respect to their subject matter. In the event of any conflict, Section 18 governs.

Where the Subscriber purchases on a self-service basis, the Subscriber's affirmative acceptance through the process described in the Online Purchase Terms constitutes binding acceptance of the Agreement Documents, notwithstanding that such acceptance is given through an online, non-negotiated process.

The terms of any third party, including an AI host, payment provider, or other service provider used by the Subscriber, are separate from the Agreement Documents. They do not form part of the agreement between SGEPT and the Subscriber and do not amend SGEPT's licence unless expressly stated in an Agreement Document. The Subscriber's relationships with such third parties are its own responsibility.

26. TRANSITION FOR EXISTING DPA ORDERS

DPA Orders, accepted offers, and other DPA licence arrangements formed before the effective date of this version (each, an "Existing Arrangement") continue to be governed by the terms they incorporate. These General Terms apply to an Existing Arrangement from the earliest of: (a) the Subscriber's written

acceptance of them for that arrangement; (b) a new Order or Subscription Confirmation that renews or replaces that arrangement; and (c) where the Existing Arrangement renews automatically, its first renewal falling not less than thirty (30) calendar days after SGEPT gives the Subscriber written notice that the renewal will incorporate these General Terms.

Where an Existing Arrangement has no fixed term or renewal date, SGEPT may give the Subscriber written notice that access continuing more than thirty (30) calendar days after the notice is provided under these General Terms. Continued access after that date constitutes acceptance of them.

When these General Terms come to apply to an Existing Arrangement, the licence class, any Derived Use or Redistribution rights, their scope, and the attribution terms granted under that arrangement continue as if granted under Section 4.5, unless the parties agree otherwise in writing. Where an Existing Arrangement covers both GTA and DPA data, Section 4.11 applies to it from the date these General Terms come to apply. A Subscriber that does not accept these General Terms may end the Existing Arrangement at the end of its then-current term, as that arrangement allows.