EUROMONITOR INTERNATIONAL CORPORATE LICENCE AGREEMENT
API SERVICES ADDENDUM

This Addendum to the Corporate Licence Agreement that commenced on [enter the Start Date of the original CLA] between Euromonitor International Ltd ("Euromonitor") and the Subscriber named in the table below ("CLA") is made on the date of last signature by the parties below.

AGREED TERMS

Subscriber	
Name of Subscriber	**[insert name of organisation here, in bold text]**
Name of contact person	
Address	
Phone number	
Fax number	
Email	
Euromonitor	
Name of Account Manager	
Address	60-61 Britton Street, London EC1M 5UX, UK
Phone number	+44 207 251 8024
Fax number	+44 207 608 3149
Email	[insert]@euromonitor.com
Effective Date	[insert date on which API services will be/have been provided]

1. In consideration of the mutual promises set out in this Addendum, the parties agree that the attached Schedule 1 shall be deemed inserted into and form part of the CLA from and including the Effective Date set out in the table above.

2. Except as set out in this Addendum, the CLA shall continue in full force and effect.

3. This Addendum and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation ("Addendum Disputes") shall be governed by and interpreted in accordance with the governing law applicable to the CLA, as set out in the CLA.

4. All Addendum Disputes shall be resolved by the dispute resolution process and jurisdiction that applies to disputes relating to the CLA, as set out in the CLA.

SIGNED   ....
              Signature   Signature

              ....
              Print name   Print name

              ....   Director ....
              Job Title   Job Title

              Signed as a duly authorised employee or   Signed in London as a duly authorised
              officer for and on behalf of the **Subscriber** employee or officer for and on behalf of
                                                                Euromonitor International Ltd

DATED   ....

Schedule 1

API Services Conditions of Use

1. PASSPORT API AND THESE CONDITIONS OF USE

1.1 Euromonitor owns and operates the application programming interface, API Documentation (as defined in paragraph 3.1 below), codes, access keys, tools and related materials relating to its online subscription service, Passport (collectively the **"Passport API"**) and the related API information portal located at [*insert URL*] (**"API Portal"**). Euromonitor makes certain parts of the Intelligence available through, or for use in connection with, the Passport API and API Portal.

1.2 These API Services Conditions of Use (**"API Conditions"**) together with all other terms of this Agreement govern the terms of the Subscriber access and use of the Passport API and API Portal (**"API Services"**). Subject to paragraph 13, all references to the 'Service' or 'Conditions of Use' (including clause 5.2) in this Agreement shall be deemed to include the API Services and these API Conditions respectively.

2. LICENCE

2.1 The Subscriber must receive an API token (**"API Key"**) and portal login from Euromonitor before any of its Authorised Users can use and access the API Services.

2.2 Euromonitor hereby grants to the Subscriber a non-exclusive, non-transferable, nonsublicensable, revocable, worldwide licence to: (i) use the API Key, Passport API and Intelligence in connection with the API Services for the purpose of integrating services it provides to Authorised Users (for their use internally within the Subscriber) with certain parts of the Intelligence and certain features and functionalities of the Service (**"Integrations"**), subject always to the Conditions of Use.

2.3 Certain software comprised in or required by the Subscriber to use the Passport API may be subject to open source licence terms. If such terms conflict with the terms of this Agreement, the applicable open source licence terms shall take precedence.

2.4 Euromonitor does not acquire any ownership to any Integrations and neither the Subscriber nor its Authorised Users shall acquire any ownership to the Service or the Intelligence whether prior to or following the creation of an Integration, or the use of the same.

2.5 Notwithstanding paragraph 2.4, Euromonitor may access and/or use any Integrations for the purpose of identifying security vulnerabilities and other security issues and/or investigating the Subscriber's and/or Authorised Users' compliance with this Agreement.

3. API KEY AND API PORTAL ACCESS CREDENTIALS

3.1 Authorised Users will need an API Key to use the Passport API. For further information regarding the API Key, please refer to the overview, specifications and all other technical and user documentation that Euromonitor makes available through the API Portal (**"API Documentation"**).

3.2 Neither the Subscriber nor its Authorised Users shall disclose or share the API Key nor API Portal access credentials issued to the Subscriber with any third party, unless such party is an IT services provider authorised by the Subscriber to create Integrations under a binding agreement, which shall include terms requiring that provider to comply with the obligations in these API Conditions and clause 13 of the Agreement as if they were the Subscriber (**"Authorised Third Party"**). Notwithstanding any authorised use of the API Key by an Authorised Third Party, the Subscriber shall remain liable for any use or misuse of the API Key, API Portal access credentials and/or Passport API, including but not limited to any use by an Authorised Third Party.

3.3 The Subscriber shall (and shall procure Authorised Users shall) keep the API Key and API Portal access credentials confidential and secure, and promptly notify Euromonitor immediately about any misuse or compromise in security, whether actual or suspected, in relation to the same.

3.4 The Subscriber shall not misrepresent or mask its identity in any Integrations when using the Passport API. All Integrations used by the Subscriber shall prominently and visibly attribute Intelligence in the following form: Source: Euromonitor International Ltd [insert year of creation] © All rights reserved.

4. PASSPORT API AND THE INTELLIGENCE

4.1 When using the Passport API, the Subscriber shall (and procure that its Authorised Users shall):

4.1.1 comply with the Agreement, these API Conditions and all other terms, rules, guidelines and policies referenced in them (including but not limited to the API Documentation and the fair use policy set out in paragraph 5);

4.1.2 comply with all applicable laws (including but not limited to all import and export of data and software laws and data protection and privacy laws) and shall not by any act or omission cause Euromonitor to breach such laws;

4.1.3 access or attempt to access the Passport API only using the API Key provided and in accordance with the API Documentation;

4.1.4 use the parts of the Intelligence that Euromonitor makes available through the Passport API only (and no other Intelligence or data owned by Euromonitor) and only in accordance with the terms of this Agreement (including these API Conditions); and

4.1.5 in accordance with good industry practice immediately erase (so that it is not recoverable) all Intelligence, API Documentation, the API Key or other materials relating to or derived from those materials or the Passport API, if Subscriber's access to the Passport API is terminated for any reason and shall certify the same to Euromonitor in writing within 5 working days.

5. RESTRICTIONS ON USE AND FAIR USE POLICY

5.1 The Subscriber shall not (and shall procure that Authorised Users shall not):

5.1.1 include in any Integration any mechanism or feature that collects or proxies the Service to or through any servers or networks other than those Euromonitor uses to operate the Service (**"Passport Servers"**);

5.1.2 except as permitted in the Conditions of Use: (i) store the Intelligence outside of an Authorised User's device other than for caching purpose to improve the performance of an Integration and/or the user experience in relation to that Integration; or (ii) disclose, sell, license, monetise, or otherwise share any Intelligence or any data or information derived from it or the Passport API;

5.1.3 use the Passport API to encourage or promote illegal activities by Authorised Users;

5.1.4 display, copy, store, modify, sell, publish or redistribute the Passport API in whole or in part. The Subscriber's licence and rights granted under these API Conditions will terminate automatically if the Subscriber or any Authorised User attempts to do so;

5.1.5 use the Passport API for any purpose other than those permitted under these API Conditions. In particular, the Subscriber may not use (or encourage the use of) the Passport API for any illegal purpose, to make unsolicited offers or advertisements (including to sell the Intelligence), to impersonate or falsely claim affiliation with any person or entity, to misrepresent, harass, defraud or defame others, to negatively present the Passport API or Service or to suggest or imply Euromonitor's endorsement of the Subscriber or any Integrations;

5.1.6 reverse engineer, copy, decompile, disassemble, derive the source code of, modify, adapt, capture, reproduce, publicly display, publicly perform, transfer, sell, license, create derivative works from or based upon, republish, upload, edit, post, transmit, distribute, exploit, scrape any Intelligence or data available through the Services or build databases from, circumvent or otherwise translate (or encourage or assist any other person to do any of the foregoing) the Passport API in whole or in part;

5.1.7 obtain data or other information from or relating to Passport users except as expressly permitted herein;

5.1.8   tamper with the Passport API, Passport or Passport Servers, or do anything that may adversely affect users' ability to use of Passport

5.1.9   use the Passport API in a way that may interrupt or impair the proper functioning of the Passport API, the Service or the Passport Servers; and

5.1.10 create Integration(s) that function substantially the same as the Passport API or any other part of the Service.

5.2 The Subscriber acknowledges and agrees that in order to maintain the concurrent provision of the Service to all end users, it is necessary for Euromonitor to restrict the amount of Intelligence that the Subscriber can download using the Passport API. Accordingly, The API Services are made available to the Subscriber on the condition that the Subscriber does not exceed the following limits when requesting Intelligence and any other data through the Passport API (**"Fair Use Limits"**):

5.2.1   the Subscriber shall make no more than 15 data requests per minute; and

5.2.2   the Subscriber shall leave a minimum of 15 minutes between each multiple of 15 data requests.

5.3 Should the Subscriber fail to use within the Fair Use Limits, then, without prejudice to any other of Euromonitor's rights or remedies under this Agreement, Euromonitor shall be entitled to contact the Subscriber to discuss how the Subscriber can reduce the number of data requests it makes in connection with the Passport API.

5.4 Any failure by the Subscriber to reduce its usage as directed by Euromonitor in writing may result in Euromonitor restricting, suspending or terminating the Subscriber's and/or Authorised Users' access to the API Services.

5.5 Euromonitor shall be entitled to monitor the Subscriber's and Authorised Users' access to the API Services and the amount of data request and other traffic to ensure the proper functioning of the Service, and may take action in accordance with paragraph 5.4 as it deems appropriate in its sole discretion.

5.6 The Subscriber agree to such monitoring and limitations and shall not (nor attempt to) interfere or circumvent such monitoring and/or limitations. Euromonitor reserves the right to use technical measures to defeat such interference or circumvention.

6.   INFORMATION PROVIDED BY THE SUBSCRIBER

6.1 The Subscriber agrees to submit only truthful and complete information to the API Portal and when using the Passport API. If the information the Subscriber provide is inaccurate, fraudulent or incomplete, Euromonitor reserves the right to take action in accordance with paragraph 7.

6.2 If the Subscriber or any Authorised Users provide any feedback or suggestions in relation to improvements or efficiencies relating to the API Services, Euromonitor may use the same without any obligation to the Subscriber of Authorised Users.

7.   TERMINATION AND SUSPENSION

7.1 The Subscriber may terminate its use of the API Key at any time upon written notice to Euromonitor. Once terminated, the API Key which may not be reinstated unless expressly permitted by Euromonitor.

7.2 At Euromonitor's sole discretion, we may limit, suspend or terminate the API Services, the API Key and/or the Subscriber's or one or more Authorised Users' use of the API Services and take all appropriate technical and legal action if we believe that the Subscriber has breached these API Conditions, that the Subscriber's use of the API Services may impair the proper functioning of the Passport API, the Service or the Passport Servers, or to prevent unauthorised use or abuse of the API Services.

7.3 If Euromonitor believes there may be a threat to the integrity or proper functioning of the Service (including the API Services) due to technical issues with the Integrations or the services to which they relate, it may temporarily suspend the API Key until the technical issues are resolved to its satisfaction.

7.4 Euromonitor may limit, suspend or terminate the API Key, the Subscriber's use of the API Services, or Authorised Users' use of the API Services if required by law, by court or governmental order or by an applicable regulatory body.

8. INTEGRATIONS

8.1 The Integrations provided by the Subscriber are solely the Subscriber's responsibility. Use of the Integrations and activities conducted through them are independent of the Service and does not involve Euromonitor and is solely between the Subscriber and its Authorised Users. Euromonitor does not have, and hereby disclaims, all responsibilities and liabilities for all user issues or disputes relating to the Integrations and the services to which they relate to the fullest extent permitted by law.

9. AVAILABILITY

9.1 Euromonitor may maintain, update or modify the API Services, from time to time. Such maintenance, updates and modifications may adversely affect the Integrations and their access to and/or communications with the Service and the Subscriber agrees that Euromonitor shall have no liability for any such adverse effects. Euromonitor may also decide to discontinue the API Services, or any part thereof in its sole discretion. In such case, the Subscriber will be provided with as much prior notification as is reasonably possible. Euromonitor shall have no liability to the Subscriber for such termination.

9.2 Euromonitor does not represent or warrant that the API Services are appropriate or available for use in any particular jurisdiction or that Integrations will function or continue to function in conjunction with the Subscriber's services to which they relate. If the Subscriber and Authorised Users choose to access and use the Service via the Passport API, the Subscriber does so on its own initiative and at its own risk, and the Subscriber is responsible for complying with all local laws, rules and regulations in connection with such access use.

10. EXCLUSIONS AND LIMITATIONS OF LIABILITY RELATING SPECIFICALLY TO THE API SERVICES

10.1   Notwithstanding any provision to the contrary in this Agreement:

10.1.1 the API Services and any Intelligence provided through them are provided on an "as is" and "as available" basis. Euromonitor and its licensors do not warrant that the API Services will be uninterrupted or error free. To the fullest extent permitted by law, Euromonitor and its licensors disclaim all warranties of every kind, expressed or implied, including but not limited to warranties of title, implied warranties of merchantability or fitness for a particular purpose in relation to the API Services.

10.1.2 other than as set out in above in these API Conditions and in clause 11 of this Agreement, Euromonitor's maximum aggregate liability to the Subscriber in relation to the API Services under this Agreement (whether in relation to a claim, or series of connected or unconnected claims, and whether in contract, tort (including negligence), restitution or for breach of statutory duty) shall be limited to £50 (fifty pounds sterling).

11. INDEMNITY

11.1 The Subscriber shall indemnify and hold Euromonitor harmless from and against any losses, damages, awards or penalties, including proper and reasonable legal fees, Euromonitor suffers or incurs arising from any breach by the Subscriber of these API Conditions (including any actions the Subscriber or Authorised User takes which disrupts access to and/or the functioning of the Service) or any liability Euromonitor incurs as a result of the use of the API Service or any Integration by the Subscriber, Authorised Users, any Authorised Third Party or any other person that uses the API Key and/or API Portal access credentials.

12. CHANGES

12.1   Euromonitor reserves the right, at its sole discretion and at any time, to change or modify any or all of these API Conditions (including the Fair Use Limits) and the API Services. Euromonitor may notify the Subscriber on or around the date of those changes in writing (including email) or by posting a notice on the API Portal.

13. CLAUSES OF THIS AGREEMENT THAT DO NOT APPLY TO THE API SERVICES

13.1   The following clauses of this Agreement shall not apply to the API Services or any Intelligence delivered via those services: clauses 6.1, 7, 10 and 11.6.