



## 1 TRIAL

- 1.1 The Trial Client is provided with **research services** on a complimentary trial basis (also referred to as **Trial Services**) by JBC Energy as determined in written or oral communication between the Trial Client and JBC Energy on a non-exclusive and non-transferable basis and in consideration of the mutual terms and conditions contained in this **Standard Trial Agreement (STA)**. These Trial Services offered by JBC Energy include, but may not be limited to, the provision of analysis, comments, charts, data points, and other assessments.
- 1.2 All rights not expressly granted to the Trial Client in this STA are reserved to JBC Energy.
- 1.3 The Trial Client and JBC Energy are collectively referred to as the "Parties" and each as a "Party".
- 1.4 JBC Energy reserves the right to change the scope of the various Trial Services or to terminate/discontinue the publication of individual Trial Services at any time without a minimum notice period and without obligation to give any reasons.
- 1.5 Access to specific Trial Services does not automatically provide access to any additional Trial Services such as, but not limited to, data deliveries, research on request, and follow-up questions.

## 2 DURATION OF AGREEMENT

- 2.1 The STA:
- (a) shall commence either with the first reception of any part of the Trial Services by the Trial Client or written notification provided to the Trial Client by JBC Energy that the trial has been opened, whichever event precedes the other;
- (b) is scheduled for a limited period, the length of which shall be up to JBC Energy's sole discretion; and
- (c) shall end either by the Trial Client taking up a subscription with JBC Energy of the Trial Services or by JBC Energy discontinuing the Trial Services either upon the Trial Client's request or at the sole discretion of JBC Energy.

## 3 USE OF DATA AND PROPRIETARY RIGHTS

- 3.1 The Trial Services are to be received by the Trial Client solely for the purpose of acquainting the person applying for a Trial (Trial User) with JBC Energy's Services and for no other uses. Should any other members of the Trial Client's management, its employees, or representatives wish to also receive any of the Trial Services, they shall notify JBC Energy of this and JBC Energy, shall, at its sole discretion, include these interested parties Trial Users.
- 3.2 The Trial Client shall not communicate, distribute, transfer, sell, or otherwise furnish or permit to be furnished all or any of the Trial Services or information contained therein or provided in connection therewith to any third party outside the Trial Users without the

express written consent of JBC Energy. The Trial Client will adopt and enforce all necessary measures in order to prevent a breach of this obligation or any other redistribution of said information. The Trial Client will provide to JBC Energy such evidence as JBC Energy may reasonably require to satisfy itself that the Trial Client is complying with the provisions of Clauses 3.1 and 3.2.

- 3.3 The Trial Client agrees and acknowledges that all proprietary rights including but not limited to: copyrights; patents and trade secrets in the Trial Services; other analytical advice, related data and information; and all components thereof (the "**Intellectual Property**"), are and shall remain the property of JBC Energy and its sources and providers and that nothing in any part or the whole of this STA shall be construed to transfer or convey any Intellectual Property rights. To the extent that JBC Energy comments or opines on data or information obtained from third-party sources, these comments or opinions shall be understood as JBC Energy's own comments or opinions – and thus Intellectual Property – unless a third party is quoted as their source.
- 3.4 JBC Energy hereby grants a licence to the Trial Client to use its Intellectual Property solely for internal use for the duration of this STA and solely for the purpose for which it was intended.
- 3.5 The Trial Client agrees to protect all Intellectual Property rights of JBC Energy, its sources and providers and the Trial Client shall honour and comply with all reasonable requests to protect the contractual, statutory, and common law rights of JBC Energy, its sources and providers. The Trial Client acknowledges that JBC Energy is entitled to injunctive relief to prevent a breach or future breach of the provisions of this clause 3 without prejudice to any other relief including a claim for damages.

## 4 REMUNERATION

- 4.1 As long as JBC Energy and the Trial Client do not agree to the opposite in writing, the Trial Services shall be provided by JBC Energy to the Trial Client on a complimentary trial basis.

## 5 NOTICES

- 5.1 Any notice to be provided by one Party to the other under this STA shall be provided in written form (email shall suffice).

## 6 ASSIGNMENT

- 6.1 Neither Party may assign its rights, delegate or subcontract its obligations under this STA or any portion thereof.

## 7 WARRANTIES AND LIMITATIONS OF LIABILITIES

- 7.1 JBC Energy warrants that it will use reasonable care and skill in providing the Trial Services and that these Trial Services will be performed by appropriately qualified



and trained personnel with due care and diligence and in a good workmanlike manner in accordance with good industry practice.

- 7.2 JBC Energy provides no other warranty and in particular provides no warranty that any result or objective can or will be achieved or attained by the provision of the Trial Services.
- 7.3 In no event shall JBC Energy, its employees, or its analysts be liable to the Trial Client for any direct or indirect Claims and Losses whether arising in contract, tort, negligence, breach of statutory duty or otherwise. "Claims" shall mean all demands, claims, proceedings, penalties, fines, and liability (whether criminal or civil, in contract, tort or otherwise); and "Losses" shall mean all losses including without limitation financial losses, damages, legal costs, and other expenses of any nature whatsoever.
- 7.4 Neither Party shall be liable to the other Party in tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs, or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business, reputation, or goodwill.
- 7.5 In the event that the Trial Client provides information to JBC Energy that is not or does not become public knowledge; is not lawfully in the possession of the receiving party without restriction in relation to disclosure before the date of receipt; is not legally required to be disclosed; or has not been independently developed or acquired by JBC Energy, the Trial Client shall indemnify and hold harmless JBC Energy from all Claims and Losses against JBC Energy, its employees or analysts by reason of or arising out of any information supplied to JBC Energy by the Trial Client within or without the scope of this STA whether as a result of the infringement of third party intellectual property rights or otherwise.
- 7.6 Each of the Parties acknowledges that, in entering into this STA, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this STA, and any conditions, warranties or other terms implied by statute or common law are excluded from this STA to the fullest extent permitted by law. Nothing in this STA excludes liability for fraud.
- 7.7 The Trial Services are provided on an "as is" and "as available" basis. To the fullest extent permitted under applicable law, JBC Energy expressly disclaims all conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights. JBC Energy makes no representation that its Trial Services will be free from any interruptions, delays, inaccuracies, server down-time, errors or omissions; that the Trial Services will satisfy the Trial Clients requirements or

expectations; and that information, data or materials presented or displayed are correct, accurate, or reliable. In particular, but without limitation, no part of the Trial Services constitute any form of advice, recommendation, endorsement, representation, or should be relied upon by the Trial Client for any reason.

## 8 PARTNERSHIP OR JOINT VENTURE

- 8.1 This STA shall not constitute or imply any partnership, joint venture, agency, fiduciary, or other legal relationship between the Parties beyond the one laid out in the provisions of this STA.

## 9 SEVERANCE

- 9.1 If, at any time, any provision of the STA is or becomes illegal, invalid, void, or unenforceable neither the legality, validity, or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. The illegal, invalid, or unenforceable provision shall be severed from the STA and rendered ineffective. Those provisions shall be deemed replaced by such legal, valid, and enforceable provision that corresponds as closely as possible to the illegal, invalid, or unenforceable provision without modifying or in any way affecting any other circumstances or the validity or enforcement of the STA.

## 10 JURISDICTION

- 10.1 The STA shall be governed by and construed in accordance with the laws of England and Wales.
- 10.2 The courts of England have exclusive jurisdiction to settle any dispute between the Parties arising out of or in connection with this STA (including a dispute regarding its existence, validity or termination or the consequences of its nullity, a "Dispute"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no party will argue to the contrary.
- 10.3 If any Dispute arises, the Parties shall, before resorting to court proceedings, attempt to resolve such Dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR or any successor organisation) Model Mediation Procedure. Each Party agrees to share the Mediation fees equally and also to bear its own legal and other costs and expenses preparing for and attending the Mediation. If the Parties are unable to agree on the appointment of a Mediator after 7 days of negotiations, then the Parties agree that CEDR appoints a Mediator of its choosing to act and the Parties agree to be bound by CEDR's decision. If the Parties have not settled the Dispute within 28 days of the initiation of the mediation, the Dispute shall be referred to the courts in accordance with Clause 13.2.

