



SUBSCRIPTION AND LICENSE AGREEMENT – ORDER FORM

This and any subsequent Order Form is entered into pursuant to and shall be governed by the terms and conditions of the Subscription and License Agreement entered into between Business Monitor International Limited (**BMI**), assigned to Fitch Solutions Group Limited (**FSG**) (see definition below) effective January 1, 2019, and University of California - San Diego (**Subscriber**) with an effective date of January 1, 2015 from the Master Subscription Agreement (**Agreement**).

A. Products :

Term	Product(s)	Delivery Method	Designated User(s)
January 1, 2023 – December 31, 2023	All Industry - Global	Fitch Connect Web	Enterprise License
January 1, 2024 – December 31, 2024	Banking Industry Risk Indicator (BIRI)		
January 1, 2025 – December 31, 2025	Country Risk - Global		

Product Summary	Subscription Fee
Year 1 - January 1, 2023 – December 31, 2023	[Text deleted]
Year 2 - January 1, 2024 – December 31, 2024	
Year 3 - January 1, 2025 – December 31, 2025	

Total Subscription Fees*
Client List Price*

[Text deleted]

**Subscription Fees are exclusive of VAT or local sales tax or any other applicable taxes*

Fitch Solutions Information (previously defined as BMI Information in the Agreement) supplied shall be of a format, sectoral, industry and geographic scope (Scope) as supplied by FSG as at the Commencement Date. Should FSG develop/increase the Scope during the Subscription Period, Subscriber shall only be entitled to receive such developed/increased Scope subject to entry into a revised Order Form.

Subscription Term			
Commencement Date	January 1, 2023	End Date	December 31, 2025

B. Subscriber Contact and Billing :

Primary Subscriber Contact			
Company	[Text deleted]		
		Fax	

Fitch Solutions Inc, the parent company of FSG, will act as the billing and collection agent for FSG, and will raise the invoice to Subscriber on behalf of FSG.



C. License Details :

Order Schedule (License) Scope and Restrictions:

Fitch Connect Desktop and Excel Add In (if applicable)

Location(s): University of California, San Diego - on and off campus

Department(s): University of California, San Diego – any current faculty, staff, enrolled students, and/or walk-ins

Designated User(s): The Subscriber is entitled to the number of Designated User(s), described in Section A: Products, during the Subscription Term. A Designated User is defined as a person, employed by the Subscriber. Divisions, departments, groups, standalone PCs, networks, etc. are **not** defined as Designated Users. The Subscriber shall provide the name and email address for each Designated User to Fitch Solutions. The Subscriber may substitute Designated Users from time to time by providing written notice to Fitch Solutions of the new user’s name and e-mail address; provided that, no more than the number(s) of Designated User(s) set forth above are entitled to use the Subscription. The e-mail address is used in conjunction with the Designated User’s username and password to enable a Designated User to gain access to the service. The username and password created by the Designated User, as well as the e-mail address provided to Fitch Solutions for such Designated User, may only be used by that Designated User and may not be shared with any other employees of the Subscriber or otherwise.

The following practices, inter alia, by the Subscriber, the Designated Users or the Subscriber’s employees are deemed to be a misappropriation of Fitch Solutions’ intellectual property and a material breach of the Agreement: (1) the sharing of designated usernames, passwords and/or email addresses; (2) the designation of one Designated User in a division, department, group, etc., who accesses the service for other employees in said division, department, group, etc., so that Fitch Solutions does not receive a Designated User fee for each such additional employee accessing the service; and (3) the designation of one user on a standalone PC, whereby employees with access to this standalone PC may access any of the Products, so that Fitch Solutions does not receive a Designated User fee for each such employee accessing the service. The Subscriber shall take all reasonable steps to ensure that only Designated Users access the service.

The Subscription Term shall run from the Commencement Date to the End Date stated above or as otherwise indicated in the Subscription and License Agreement.

In this Order Schedule, “**Fitch Solutions**” means Fitch Solutions Group Limited, a private company incorporated in England and Wales with limited liability (registered number 08789939) whose registered office is at 30 North Colonnade, London E14 5GN, and includes any successor entity.

By signature of its authorised representatives below the Subscriber accepts the terms of the Agreement, this Order Schedule, the UOSS (if relevant) and Attachment A (if relevant) appended onto this Order Form.

Accepted:

University of California - San Diego

By: [Text deleted]

(authorised signature)

Name: [Text deleted]

Title: AUL SRS

Date: 3/7/2023

Fitch Solutions Group Limited

By: [Text deleted]

(authorised signature)

Name: [Text deleted]

Title: Head of Commercial Policy

Date: 09/03/2023

Please Return To:

Fitch Solutions Group Limited
300 West 57th Street/38th floor, New York, NY 10019, USA

[Text deleted]

[Text deleted]



Attachment A for Fitch Connect Subscribers

Subscriber by its signature on the Order Schedule agrees to the following provisions. Any term used below, but not defined, has the meaning indicated in the Agreement.

S&P Ratings

The following provisions apply to use of S&P ratings ("**S&P Services**"). Subscriber may, as part of and in the ordinary course of its business, internally redistribute (in hard copy or in a non-manipulable electronic format only) on an infrequent, ad-hoc and incidental basis, to other employees of Subscriber, reports, presentations and other publications (individually and collectively, "**Materials**") that display de minimis amounts (both in terms of the amount of material obtained from the S&P Services and the proportionate amount of such material used within the Materials) of information or data from the S&P Services ("**Excerpts**") provided that such Excerpts (a) are only supportive and incidental to the substance of the Materials and (b) have no independent commercial value. Subscriber may externally provide Materials, solely in the form of client facing publications (except (i) sell-side fixed income and equity research reports and presentations, and (ii) economist research reports and papers) to prospective customers that contain Excerpts subject to all of the terms and conditions of this paragraph. Subscriber shall include (a) an appropriate credit to S&P as the source of the Excerpt; and (b) in a clear and conspicuous manner, the Disclaimer Notice set forth below on all Materials that contain the Excerpts. For the avoidance of doubt, there shall be no external distribution of the S&P Services by Subscriber in the form of (i) sell-side fixed income and equity research reports and presentations and (ii) economist research reports and papers as provided herein.

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