

MLEX SUBSCRIPTION AGREEMENT

A. ORDER FORM

SUPPLIER	RELX (UK) Limited trading as LexisNexis (company number 2746621) whose registered office is at 1-3 Strand, London WC2N 5JR (VAT No. GB 730 8595 20)
SUBSCRIBER	Spanish National Competition Authority (CNMC) .Alcalá, 47 - 28014, Madrid 28014, Spain VAT Number: ESQ2802141H
COMPANY NUMBER	
SERVICE	MLex - Standard
INITIAL TERM	12 months from 14 December 2023
FEE	EUR €11,330.00 (" Fee ") plus VAT (or other applicable Sales Tax) for the Initial Term to be paid in accordance with the Payment Terms. The Fee for the Initial Term may include discounts which may not be included in the Fee for any extension to the Initial Term.
PAYMENT TERMS	All invoices shall be payable within 30 days of receipt by the Subscriber. The Subscriber is reminded that access to the Service will only be provided on receipt of 100% of the Fee for the following relevant term (i.e. the Initial Term or any Renewal Term, as applicable). The Fee is payable in full and without deduction (including bank transfer charges or any fees, levies, taxes or other charges).
USER INFORMATION	<u>LOCATION</u> : Madrid in Spain <u>USERS</u> : A maximum of 55 users from up to 55 users sitting at the Spanish National Competition Authority (CNMC) in Madrid, Spain. <u>DOMAIN NAME</u> : @cnmc.es
OTHER SPECIFIC TERMS	

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B. STANDARD TERMS

1. This Agreement between the Supplier and the Subscriber shall consist of the Order Form, the Standard Terms, the User Terms and the Schedules. In the event of a conflict between the Order Form and the Standard Terms the Standard Terms shall prevail. All defined terms shall be as set out in the Order Form or as otherwise described in Schedule 1.
2. In consideration of the payment of the Fee the Supplier agrees to supply the Service in accordance with this Agreement. Access to the Service by the Subscriber shall be subject to the Subscriber paying the Fee to the Supplier in full in accordance with the Payment Terms and the Order Form. Without prejudice to its rights and remedies under this Agreement or at law, the Supplier reserves the right to suspend the Subscriber's access to the Service if the Subscriber fails to pay to Fee in accordance with the Order Form or otherwise fails to comply with the Payment Terms.
3. Invoices will be generated:
 - a. on or about the first day of the Initial Term (or, if later, the date of signature of this Agreement); and
 - b. if the Initial Term is in excess of 1 year, 45 days in advance of the first anniversary of the start the Initial Term and yearly on the same day thereafter; and
 - c. for any Renewal Term (as defined below), 30 days in advance of the commencement of the relevant Renewal Term.
4. The Service provides access to the Content. The Supplier is and shall be the sole owner of all Intellectual Property Rights in and to the Supplier Original Content. The parties acknowledge that the Official Publications are owned by third parties (as it consists of public statements and content). While the Supplier will use its reasonable endeavours to ensure that the Official Publications included in the Service are accurate, it does not guarantee the accuracy, quality or completeness of the Official Publications and the Supplier accepts no liability in relation to the Official Publications whatsoever or for any reliance on them.
5. The Supplier shall have the right to modify or amend the Content (and its availability on the Service) or any aspect of the Service at any time without notice to the Subscriber, provided that where such modification or amendment results in a material adverse change to the quality of the Service, the Subscriber shall be entitled to terminate this Agreement on 14 days prior written notice to the Supplier, and shall be entitled to a refund of all Fees paid in advance, pro-rated to the then current Term (either the Initial Term or any Renewal Term, as applicable) remaining at the date of termination.
6. Without prejudice to Clause 4, and subject to the terms of this Agreement, the Supplier grants the Subscriber a non-exclusive, non-transferable, revocable licence in and to the Content, for the Term, for the Subscriber and the Users to:-
 - a. view and print the Content on the Service in accordance with the User Terms; and
 - b. forward, on an infrequent, individual basis, insubstantial portions of the Supplier Original Content and (subject to any restrictions notified in advance by the Supplier to the Subscriber or contained within the Content) the Official Publications, to actual and potential clients of the Subscriber and to the professional advisors with whom the Subscriber works in the normal course of its business, provided in each case that the Supplier Original Content must always include the Supplier Credit.

Save as expressly set out above, nothing in this Agreement shall have the effect of assigning, licensing or transferring any Intellectual Property Rights to the Subscriber in the Content or the Service. Any rights not expressly granted are strictly reserved.
7. The Supplier shall:
 - a. use its reasonable endeavours to ensure that User access for the Users is fully functional when tested by the Supplier (subject to any routine system maintenance or upgrades), provided that the Supplier is not responsible or liable for difficulties with, or interruptions to, User access where such difficulties or interruptions arise from or as a result of internal Subscriber issues or otherwise from issues outside of the control of the Supplier;
 - b. provide Technical Support with respect to the use of the Services by the Subscriber in accordance with the terms of this Agreement, and use reasonable endeavours to respond to all Supplier originated technical difficulties within 2 working days of receipt of notification from the Subscriber;
 - c. monitor the Subscriber's and the Users' use of the Service to assist with electronic security and integrity of the Service and compliance with the provisions of this Agreement, as well as to improve the Service and to collect analytics on use of the Service, provided that such content shall not be made available to any third party (save as required by law or applicable regulator) other than in aggregated and anonymised form; and

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- d. indemnify the Subscriber from and against all liabilities, losses, claims, damages, costs and expenses (including reasonably incurred legal expenses) arising as a direct result of a claim by a third party against the Subscriber that the Subscriber's use of the Service or the Supplier Original Content infringes the Intellectual Property Rights of such third party (an "**Infringement Claim**"), provided that the Subscriber shall:
 - i. notify the Supplier immediately after it becomes aware of any actual or threatened Infringement Claim;
 - ii. make no admission, and carry out no act or omission, that would prejudice the conduct of the defence to or settlement of the Infringement Claim;
 - iii. give the Supplier sole conduct of the defence of the Infringement Claim; and
 - iv. promptly give all necessary assistance and information reasonably requested by the Supplier in relation to any Infringement Claim.
8. The Subscriber shall:
 - a. provide details of all Users to the Supplier and be responsible for the confidentiality and proper use of all Supplier Access Details and procure that the Users are aware that they are strictly prohibited from providing their Supplier Access Details or the Content to any third party;
 - b. not grant access to the Service to anyone other than the Users;
 - c. update the list of Users with the Supplier on a monthly basis, including notifying the Supplier of any User who has left the Subscriber, who no longer wishes to be a User, or who no longer qualifies as a User;
 - d. be liable for the acts and omissions of the Users;
 - e. respond promptly to any requests for information and co-operate fully and promptly in the event the Supplier has notified the Subscriber that it suspects a breach of this Agreement or the User Terms.
9. The Supplier warrants that:
 - a. it has the right, power and authority to enter into this Agreement and grant the rights to the Subscriber as set out in Clause 6 above; and
 - b. it is the sole owner of the Supplier Original Content.
 - c. it will comply with the Data Protection Laws in relation to all User data accessed or made available to it in relation to the Service.
10. The Subscriber warrants and undertakes that:
 - a. it has the right power and authority to enter into this Agreement and to provide the warranties set out herein;
 - b. it shall not reproduce, retransmit, photocopy, distribute, disseminate, sell, hire, publish, broadcast, use, lend or circulate the Content or any part of it to any person who is not a User (save as expressly provided in Clause 6) or post any of the Content to newsgroups, chat rooms, email lists, or electronic bulletin boards or any other similar forums outside the Subscriber's organisation (and then only for access by the Users);
 - c. (without prejudice to Clause 10.b above) it will not, and will procure that the Users will not, forward or impart the Content to any journalist, news or media organisation or to any other individual employed by or independently contracted to any news or media organisation, in whole or in part in any way;
 - d. the Users will at all times abide by the User Terms and the Subscriber's obligations in this Agreement (which shall apply to the Users equally) and promptly report to the Supplier any failure by the Users to do so;
 - e. it shall not pass off or attempt to pass off the Content (or any part of it) as its own original ideas and material either verbally or in writing; and
 - f. it is not identified on, nor shall it provide access to the Service or Content, to any individuals or entities identified on OFAC's list of Specially Designated Nationals, the UK's HM Treasury's Consolidated List of Sanctions Targets, the EU's Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, or any other applicable sanctions lists.
11. The Content is provided as commentary and general information only and does not in any way constitute legal, investment, taxation or any other form of advice, is not a substitute for any legal, investment, taxation or other professional advice, and should not be relied on as such. For the avoidance of doubt, the Supplier excludes all liability (save to the extent prevented by law) arising in any way from the Subscriber's use of or reliance on the Content. If legal or any other professional or expert advice or assistance is required, Subscriber is solely responsible for obtaining such services and shall not rely on information provided in the Service or the Content as a substitute for such advice or assistance.
12. Liability:
 - a. Nothing in this Agreement shall exclude or limit either party's liability in respect of death or personal injury caused by negligence or for fraudulent misrepresentation.

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B. STANDARD TERMS

- b. Neither party shall be liable to the other for any indirect or consequential loss, damage or liability of any kind (including without limitation loss or corruption of programs any loss of profit or loss of anticipated profits) arising out of or in connection with this Agreement (whether contractual or non-contractual).
 - c. Subject to Clauses 12.a and 12.b, the aggregate liability of the Supplier and its affiliates under or in connection with this Agreement (whether contractual or non-contractual) shall be limited to a multiple of twice the total Fees that the Supplier has received from the Subscriber at the end of the last completed 12 month period.
13. Either party may terminate this Agreement with immediate written notice if the other commits a material breach of this Agreement ("**Material Breach**") and which (in the case of a Material Breach capable of being remedied) shall not have been remedied within 7 days of receipt of a written request to remedy. A Material Breach shall include (without limitation) the Subscriber or a User:
 - a. providing Supplier Access Details to an unauthorised third party;
 - b. providing Content to any third party (save as expressly permitted in Clause 6);
 - c. providing any information relating to the Service to news and/or media organisations (save as expressly permitted in Clause 6);
 - d. providing inaccurate or incomplete information to the Supplier;
 - e. not crediting the Supplier in accordance with Clause 6.b; and
 - f. failure to pay the Fee to the Supplier in full in accordance with the Payment Terms and the Order Form.
14. This Agreement may be terminated by the Supplier at any time, without cause, upon no less than two (2) months' written notice to the Subscriber at any time, provided that if Supplier so terminates the Agreement, Supplier shall issue a refund of all Fees paid in advance, pro-rated to the then current Term (either the Initial Term or any Renewal Term, as applicable) remaining at the date of such termination.
15. Any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law, provided that:
 - a. if the Supplier terminates this Agreement due to a Material Breach by the Subscriber, no part of the Fee already paid shall be refundable and any outstanding Fees up to the date of termination shall be due and payable within seven (7) days of the date of termination; and
 - b. if the Subscriber terminates this Agreement due to a Material Breach by the Supplier, the Subscriber shall be entitled to a refund of all Fees paid in advance, pro-rated to the then current Term (either the Initial Term or any Renewal Term, as applicable) remaining at the date of termination, payable within seven (7) days of the date of termination.
16. At least 60 days from the end of the applicable Term the Supplier will notify the Subscriber in writing ("**Renewal Notice**") of any changes to the Fee for any further term. If the Subscriber has not issued written notice to the Supplier at least 45 days before the last day of the applicable Term that it wishes to terminate the Agreement, the Agreement shall be automatically extended for a term equal to the Initial Term (each a "**Renewal Term**"), subject to any changes in the Fee set out in the applicable Renewal Notice. The provisions of this Clause shall continue to apply at the end of each Renewal Term. Any notices sent pursuant to this Agreement should be sent in writing to your account manager.
17. Data Protection
 - a. The lowercase terms "**controller**", "**data subject**", "**personal data**", "**personal data breach**", "**processing**", and "**processor**" will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term 'personal information', 'data controller' or 'data processor', they shall be read as personal data, controller and processor, respectively.
 - b. The Subscriber recognises that, in the process of accessing and using the Services and the Content, the Customer and the Users will be required to supply personal data. The Customer represents and warrants that it and the Users have complied with all applicable obligations under the Data Protection Laws in supplying personal data to the Supplier, including providing any required notices and obtaining any required consents and authorisations for the Supplier's processing such personal data.
 - c. To the extent that the Supplier acts as a processor of personal data on behalf of the Subscriber, the Supplier will process such personal data in accordance with the Data Protection Laws and the Data Processing Addendum available at <http://www.lexisnexis.co.uk/en-uk/processor-terms.page>. To the extent that Users provide their personal data to the Supplier during account registration or otherwise, the parties acknowledge and agree that such information will be processed by the Supplier as a controller in accordance with the Supplier's privacy statement available at <http://www.lexisnexis.co.uk/en-uk/privacy-statement.page>.

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18. The parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act of 1977 and UK Bribery Act 2010 ("**Relevant Requirements**"). At any time when requested by a party, a director of the other party shall certify in writing that such party is and at all times has been in compliance with all Relevant Requirements. Either party may terminate this Agreement immediately by giving written notice to the other party if the other party is, or such party reasonably suspects that the other party is, in breach of this Clause.
19. Each party agrees to keep the existence and nature of this Agreement and all of its terms and provisions confidential (save to its professional advisers or as required by law or an applicable regulator).
20. The waiver by either party of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have under this Agreement operate as a waiver of any breach or default by the other party.
21. This Agreement, including terms on a Supplier website that are incorporated by reference (as may be updated from time to time), contains the complete agreement between the parties in relation to the Service and supersedes all prior agreements and understandings and no amendment, modification or change to this Agreement will be valid unless in writing and signed by both parties.
22. Neither party may assign any rights or delegate any obligation under this Agreement without the prior written consent of the other party. The Supplier may sub-contract the production of the Content or any of its obligations under this Agreement to any third party without the consent of the Subscriber, provided that it shall remain liable for the acts and omissions of such sub-contractors as though they were the acts and omissions of the Supplier.
23. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of this Agreement shall not be affected, and each of those provisions shall be valid and enforceable to the full extent permitted by law.
24. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.
25. Except as expressly set out in this Agreement, all warranties, conditions and guarantees relating to Service whether express or implied by statute, law, custom or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.
26. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then, except as expressly provided in this Agreement, the parties shall follow the dispute resolution procedure set out in this Clause:
 - a. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documentation. On service of the Dispute Notice an employee of each party (as notified by each party to the other party) shall attempt in good faith to resolve the Dispute;
 - b. if the employees of each party are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice under Clause 24.a. above, the Dispute shall be referred to a senior officer of each party (as notified by each party to the other party) who shall attempt in good faith to resolve it; and
 - c. if the senior officers of each party are for any reason unable to resolve the Dispute within 30 days of it being referred to them or such further time frame as the parties agree, either party may take such further steps as it considers appropriate to resolve the Dispute, including the initiation of court proceedings.
27. This Agreement, including any non-contractual obligations, shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with this Agreement (including any non-contractual dispute or claim).
28. This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

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SCHEDULE 1

DEFINITIONS

Content	Means, together, the Supplier Original Content and the Official Publications.
Data Protection Laws	Means all data protection laws and regulations, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR") from 25 May 2018, and any implementing, derivative or related legislation, rule or regulation of the European Union ("Union"), a Union member state ("Member State"), or the United Kingdom ("UK"), applicable to the processing of personal data under the Agreement.
Intellectual Property Rights	Means all patents, trademarks, service marks, registered designs, applications for any of those rights, trade and business names (including internet domain names and e-mail address names), unregistered trademarks and service marks, copyrights, database rights, know how, trade secrets and rights in confidential information and all rights and forms of protection of a similar nature or having an equivalent effect to any of them which may subsist anywhere in the world together with all goodwill attaching or relating thereto whether or not any of them are registered and including application for registration of them.
Official Publications	Means news, market intelligence, information, commentary analysis, articles and third party statements and documentation on all topics and regulatory subject matter prepared and/or supplied by independent third parties and reproduced by the Supplier (including, without limitation European Commission media releases, Official Journal extracts and third party company media releases).
Renewal Term	Shall have the meaning given to it at Clause 16.
Supplier Access Details	Means the individual log in and password details provided to each User to enable them to access the Service.
Supplier Credit	Means in relation to all Supplier Original Content, the original Supplier headline, date and time of original publication, author name(s) and copyright notation (e.g. © [YEAR] RELX (UK) Limited All rights reserved).
Supplier Original Content	Means news items, articles, comment pieces and other analysis or commentary which were written and/or compiled by or on behalf of the Supplier and shall include without limitation Supplier e-mail alerts, summaries written by or on behalf of the Supplier, key dates listed in case files, law firm representation listings and other data collected or compiled by the Supplier for inclusion in its case files or otherwise or elsewhere on the Supplier's website.
Technical Support	Means telephone and email support between the hours of 8am to 5pm London time, Monday to Friday (other than public holidays), for the duration of this Agreement, for the purpose of providing support and assistance in rectifying technical or other difficulties with use of the Service.
Term	Means, taken together, the Initial Term plus any Renewal Term.
User Terms	<p>Means those terms and conditions (as amended from time to time) which can be viewed when the Service is accessed and which are applicable to the User's use of the Service.</p> <p>All Users must be in the Location as specified on the Order Form and be directly employed in any capacity by the Subscriber and their business email address must incorporate the domain name as specified in the Order Form. The initial list of users will be agreed in writing between the parties. User identities can be amended on written request to the Supplier from time to time, subject to not exceeding the maximum number set out above (if applicable).</p>

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EXECUTED by the Parties

Signed by José Manuel Bernabé Sánchez

Job Title General Secretary

a duly authorised representative

for and on behalf of

Spanish National Competition Authority (CNMC)

Signature

Date 01/12/2023

Signed by

Job

a duly authorised representative of **RELX (UK) Limited trading as LexisNexis**

Signature

Date