

MORGAN STANLEY GENERAL TERMS & CONDITIONS

If there is an existing written agreement signed between the parties to the applicable Order or any of their respective Affiliates that is capable of applying to the subject matter of that Order ("**Existing Agreement**"), such Order shall be governed by the Existing Agreement. If there is no Existing Agreement, the applicable Order shall be governed by these General Terms & Conditions ("**Terms**").

1. **Orders.** By accepting any Order issued by or on behalf of any Morgan Stanley legal entity ("**Morgan Stanley**") for any Products and/or Services, or by delivering any Products and/or providing any Services pursuant to any Order, the supplier entity to whom such Order is addressed ("**Supplier**"), acknowledges and agrees that these Terms govern all aspects of the procurement and provision of the relevant Products and/or Services, to the exclusion of all other terms or disclaimers (including any appearing on or included with Supplier's catalogue, quotation, estimate, order acknowledgement or confirmation or invoice). Each Order shall be a separate agreement between Morgan Stanley and Supplier and is deemed to incorporate all of these Terms. As applied to the applicable Order, references in these Terms to Morgan Stanley (by name or as a party) shall be deemed references to the applicable Morgan Stanley entity and references to Supplier (by name or as a party) shall be deemed references to the applicable Supplier entity. Each Order is effective as of its Order Effective Date and shall continue until it is terminated or expires in accordance with its terms or these Terms.
2. **Provision of Products and Services.** Supplier shall provide the Products and/or Services in accordance with the applicable Order. Supplier shall comply with Morgan Stanley's 'Supplier Code of Conduct' and all other applicable policies and procedures located at <http://www.morganstanley.com/firmwide-sourcing> and, if Supplier Personnel have unescorted access to the premises of Morgan Stanley or any of its Affiliates or access to any System, such other policies and procedures as are made available to them. If any of these Terms conflict with any such policy or procedure, these Terms shall control. Supplier may not subcontract any of its obligations under these Terms or any Order to any Material Subcontractor, or substitute a Material Subcontractor, without reasonable prior written notice to Morgan Stanley (with a copy to TPPM_Alerts@morganstanley.com), provided that, if Morgan Stanley reasonably objects to such subcontracting and/or Material Subcontractor, it may, on written notice, terminate such Order. In all cases of subcontracting (whether or not to a Material Subcontractor), Supplier shall: (i) enter into a written contract with the relevant subcontractor covering Supplier's material obligations under these Terms; and (ii) monitor all work by, and remain fully liable for the acts and omissions of, such subcontractor. In relation to each Material Subcontractor, Supplier shall, in addition, undertake due diligence. Supplier may not make any change to the Services in a manner that degrades or compromises the functionality, security, performance or availability of the Services or, except with Morgan Stanley's express prior written consent, requires the upgrading or reconfiguration of any System. Without prejudice to Supplier's other obligations under these Terms, if Supplier proposes to make any other material change to the Services or the manner in which they are provided, Supplier shall provide Morgan Stanley with reasonable advance written notice.
3. **Acceptance.** Morgan Stanley may perform acceptance testing to determine whether the Products and/or Services conform to the description or specification set out in, or developed and approved pursuant to, the applicable Order and/or set out in Supplier's written specifications (if any) concerning the relevant Products and Services (the applicable Order prevailing in the event of any conflict or inconsistency) or, if there is no such description or specification, meets Morgan Stanley's reasonable requirements.
4. **Fees, Invoicing and Payment.** Supplier shall charge Morgan Stanley in accordance with the applicable Order and Morgan Stanley's 'Supplier Invoicing Guidelines' at <https://www.morganstanley.com/disclaimers/morgan-stanley-supplier-invoicing-guidelines.pdf>. Each valid, undisputed and properly due invoice shall, unless otherwise agreed in the relevant Order or applicable laws mandatorily require a shorter period, be payable within 60 days after Morgan Stanley's receipt of such invoice. If Morgan Stanley pays any invoice within 30 days after Morgan Stanley's receipt of such invoice, Supplier shall provide Morgan Stanley with a 2% early payment discount (calculated on the total invoice amount), which Morgan Stanley shall be entitled to apply automatically when making payment.
5. **Confidentiality.** The receiving party shall: (i) keep all Confidential Information secure and strictly confidential using procedures no less rigorous than those used to protect and preserve the confidentiality of its own similar confidential and/or proprietary information (and no less than reasonable standards); (ii) not use any Confidential Information for any purpose other than in connection with the applicable Order (including not using it to train, enhance or otherwise input into any AI); (iii) not copy or reproduce any part of the Confidential Information, except as necessary for its performance under the applicable Order; and (iv) not remove any copyright, proprietary or confidentiality notice included in, on or with any Confidential Information and shall reproduce all such notices in any copies. All Confidential Information shall (as between the parties) remain the property of the other party, and no licence or intellectual property right or other right is granted or implied, except the limited right to use Confidential Information in accordance with these Terms. The receiving party shall not transfer, disclose or permit access to any Confidential Information to any person (including the third party provider or operator of any data hosting service or AI) except: (a) to its Personnel and external professional advisers who have a need to know such Confidential Information solely in connection with the applicable Order or, with the other party's express prior written consent, to another third party, provided that, in all cases, the recipient is notified of the confidential nature of the Confidential Information and is bound by contractual obligation (consistent with this Section 5) to keep such Confidential Information confidential and the receiving party procures their compliance with such obligation, and remains fully liable for any breach of this Section 5 by any such party to whom Confidential Information is disclosed; or (b) to any government agency within such agency's relevant jurisdiction or to the extent required, in the reasonable opinion of its legal counsel, to be disclosed pursuant to applicable laws or a court order (but only to such extent), provided that the receiving party shall, unless precluded by law, provide prompt notice to the other party, prior to disclosure, so that the other party may seek a protective order or other appropriate remedy, if it thinks fit. Notwithstanding anything to the contrary, nothing in these Terms shall prevent either party using and/or disclosing Confidential Information to the extent necessary to investigate or defend itself against, or to submit and process an insurance claim pertaining to, any claim made or threatened by the other party or any third party in connection with the subject matter of the applicable Order and Morgan Stanley and/or any of its Affiliates may also disclose any Confidential Information as required to satisfy any request by any governmental, regulatory or other competent authority having supervisory or examining oversight or jurisdiction over Morgan Stanley and/or any of its Affiliates or by any law enforcement authority. The receiving party shall promptly notify the other party (in Supplier's case, to cybernnotification@morganstanley.com) in the event that Confidential Information has been lost, misplaced, disclosed to or accessed by an unauthorized party or the receiving party has reasonable suspicion that such is the case. Upon the earlier of: (i) the Confidential Information (or the relevant portion of it) becoming no longer required for the receiving party's performance under the applicable Order; (ii) the end of the term of the applicable Order plus the exit period; or (iii) written request, the receiving party shall securely destroy the Confidential Information (or the relevant portion of it) (in Supplier's case, in accordance with the security standards required by these Terms), ensuring it is irrecoverable, unless Morgan Stanley requests the return of its Confidential Information, in which case Supplier shall promptly return it (in a format and by a method reasonably acceptable to Morgan Stanley), and promptly certify such destruction or return (as applicable), if so requested. Notwithstanding the foregoing, the receiving party may retain copies of such Confidential Information as required by applicable laws or, to the extent such copies are electronically stored, in accordance with the receiving party's records retention or back-up policies or procedures, so long as they continue to be kept in accordance with the provisions of this Section 5. If Supplier has access to, acquires or otherwise processes Personal Information in the course of or in connection with any Order, Supplier shall comply with the additional terms set out in Exhibit A (Data Protection and Privacy - Controller to Processor Obligations) or, if applicable, Morgan Stanley's standard form Exhibit A-1 (Data Protection and Privacy - Controller to Controller Obligations).
6. **Security and Business Continuity.** Supplier shall, throughout term of the applicable Order plus the exit period, maintain and comply with: (i) a business continuity plan; and (ii) a written information security programme of administrative, technical and physical safeguards that are appropriate for Supplier's size and complexity, the nature and scope of Supplier's activities, and the sensitivity of the data that Supplier is handling, and which meets such standards as may be set out or referenced in Supplier's or any of its Affiliate's response to any IT security, risk assessment or due diligence questionnaire(s) (and any follow-up questions) issued, from time to time, by Morgan Stanley or any of its Affiliates in relation to the Services. Supplier shall promptly, fully and accurately respond to all such questionnaires (and follow-up questions). Supplier shall ensure that such security programme is designed, in accordance with appropriate industry standards (for a supplier to the financial services sector), to ensure the security and confidentiality of Morgan Stanley's Confidential Information (including in its disposal) against

anticipated threats and hazards, including unauthorized access, destruction, loss, corruption, misuse and improper alteration; and protect against harm to the integrity, availability and resilience of the Services. Supplier shall ensure that such security programme includes, as a minimum: (a) IT and cyber security controls (including, to the extent the Products and/or Services consist of or include technology: access and privilege management and reviews; regular password updating; logging of user activities; prompt application of security patches; screening of the Products and/or Services using anti-Virus software; ensuring the Products and/or Services do not contain any protocol permitting unauthorized access or surreptitious monitoring; and use of a firewall); (b) practices to detect and resolve security vulnerabilities as quickly as possible; and (c) a security breach management plan. Supplier shall ensure that its business continuity plan is designed to ensure the continuity of provision of the Services, without interruption or deterioration, notwithstanding the occurrence of any event or circumstances that would otherwise affect continuity of service provision. Supplier shall, at least annually, test Supplier's security breach management plan and business continuity plan. On request, Morgan Stanley shall have the right to participate in testing with Supplier.

7. **Penetration Testing.** To the extent the Products and/or Services consist of or include technology, Supplier shall: (i) if they are hosted by or on behalf of Supplier and receive or generate any Services Data, ensure that security penetration testing or similar vulnerability threat testing of such Products and/or Services, and of the systems used in their provision, is performed, at least annually, and provide Morgan Stanley with a summary of the results; and (ii) in respect of Products and/or Services not hosted by or on behalf of Supplier, permit Morgan Stanley (either itself or using a third party agreed between the parties) to perform (at Morgan Stanley's cost) security penetration testing or similar vulnerability threat testing of such Products and/or Services, to a scope to be pre-agreed between the parties. Supplier shall promptly remediate all vulnerabilities revealed by any of the foregoing testing.

8. **Audit.** Supplier shall provide Morgan Stanley, promptly if requested, with a copy of the report (in an industry standard form and covering the most recent 12-month period) of an independent audit conducted in relation to Supplier's systems, procedures and internal controls, and its compliance with the requirements of these Terms. Additionally, Morgan Stanley and/or any regulator may require Supplier to provide other information or cooperation and Supplier shall promptly do so. Supplier shall, throughout the term of the applicable Order, allow Morgan Stanley and/or any regulator to conduct (either itself or through a third party) a Supplier-escorted audit of Supplier's compliance with the requirements of these Terms if Morgan Stanley reasonably determines that any audit report provided by Supplier does not provide sufficient insight or Morgan Stanley has reasonable concerns or if any regulator so requires. Supplier shall make all necessary changes if any such audit identifies non-compliance with any provisions of these Terms.

9. **Artificial Intelligence.** Supplier shall not, except with Morgan Stanley's express prior written consent, use any AI in, or in connection with, the provision of Services to Morgan Stanley or any of its Affiliates save as may be expressly described in the Services description or specification in the applicable Order. In all cases, use shall be conditional upon Supplier: (i) identifying to Morgan Stanley all such AI and its use and all resulting AI Output; (ii) not training or enhancing the AI using any AI Input or AI Output; (iii) not retaining, and ensuring that no third party provider or operator of the AI retains, any AI Input or AI Output (or any copy); (iv) otherwise complying with Supplier's subcontracting obligations under these Terms in relation to any such third party provider or operator; and (v) providing information that: (x) enables Morgan Stanley to understand and explain the logic and/or decision making protocols employed by the AI in a clear, intelligible and concise manner and to conduct assessments pursuant to applicable laws, including identifying the nature and sources of all Training Data and the applicable legal basis for processing it; and (y) explains the methods or processes used by Supplier and its subcontractors (including the results and test data of performance testing which Supplier shall undertake at least quarterly) to ensure the integrity and reliability of the AI, the accuracy and completeness of the Training Data, and that the AI and Training Data are not unfair, biased or discriminatory, and such other information and cooperation as Morgan Stanley may reasonably request to enable it to validate any of the foregoing. Supplier shall promptly provide updated information, from time to time, in the event of any material change in the AI, logic, decision making protocols, nature or sources of Training Data, methods and/or processes used. If such performance testing reveals any deficiency in the integrity or reliability of the AI or any unfairness, bias or discrimination, Supplier shall promptly notify Morgan Stanley and remediate the same. If Supplier fails so to remediate, Morgan Stanley may give Supplier additional time to do so or terminate the applicable Order (in whole or in part), without any penalty or termination fee or any other liability, upon written notice to Supplier, in which case, Supplier shall promptly refund to Morgan Stanley all amounts pre-paid, and cancel any invoice, in respect of the terminated Services that relate to the period beyond the effective date of termination. Morgan Stanley shall have exclusive title and ownership rights, including all Intellectual Property rights, throughout the world in all AI Input and AI Output. To the extent that such rights may not originally vest in Morgan Stanley, Supplier hereby irrevocably assigns, and shall cause all relevant Supplier Personnel irrevocably to assign, to Morgan Stanley (or its designee) all such rights in the AI Input and AI Output. If Supplier is permitted, in accordance with this Section 9, to use AI, Morgan Stanley grants Supplier a limited, revocable, non-transferrable, non-sublicensable, non-exclusive licence to use the AI Input solely for the purpose of generating the AI Output and for no other purpose. For the avoidance of doubt, the provisions of this Section 9 govern the AI element(s) of all Services and take precedence over the terms of the applicable Module or Order in the event of any conflict.

10. **Representations and Warranties.** Supplier represents and warrants that:

10.1 (i) it has all rights, licences and approvals necessary in connection with its performance under each Order and to grant Morgan Stanley the rights granted; and (ii) none of the Products, Services or associated documentation, nor their creation, provision, receipt or use, in accordance with the applicable Order, infringe or misappropriate any intellectual property or other right of any third party. Supplier shall defend and hold harmless Morgan Stanley and its Affiliates from and against all claims, actions and demands, and shall indemnify Morgan Stanley and its Affiliates against all Losses suffered or incurred, in each case arising out of or relating to any allegation or determination that any of the Products, Services and/or associated documentation, or any portion thereof, or their creation, provision, receipt or use, in accordance with the applicable Order, infringes or misappropriates any intellectual property or other right of any third party;

10.2 the Products and Services conform to the description or specification set out in the applicable Order, but no legal terms or disclaimer (if any) referenced in such description or specification (other than these Terms) shall form part of such Order;

10.3 (i) the Services shall be performed to the best of Supplier's ability, in a timely and professional manner, and in accordance with Morgan Stanley's instructions (if any) and appropriate industry standards (for a supplier to the financial services sector) and, in any event, the service levels, quality control and other performance standards set out in the applicable Order; (ii) Supplier shall monitor, oversee and supervise the Services and promptly escalate any issues as necessary; and (iii) Supplier Personnel providing Services are legally entitled to work, have no criminal conviction involving fraud, bribery, corruption or money laundering, are appropriately qualified, trained and experienced, and shall exercise a level of skill commensurate with the requirements of the applicable Order; and

10.4 the Products and Services, and their creation, provision, receipt and use, in accordance with the applicable Order, and Supplier and all Supplier Personnel in the performance of Supplier's obligations under the applicable Order, comply with all applicable laws, including regarding anti-modern slavery, anti-bribery, anti-corruption and anti-money laundering and that neither Supplier, nor any of its Affiliates, Supplier Personnel or any person having a material ownership interest in Supplier or any of its Affiliates is the subject of any sanctions imposed by any competent authority that prohibit or restrict Morgan Stanley or any of its Affiliates from dealing with any of them.

10.5 EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS OR THE APPLICABLE ORDER, NO IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO ANYTHING PROVIDED BY EITHER PARTY PURSUANT TO ANY ORDER.

11. **Limitation of Liability.** NO LIMITATION OR EXCLUSION OF SUPPLIER'S LIABILITY SHALL APPLY WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING TO: (i) SECTIONS 5, 10.1 AND 10.4 AND THE SECURITY OBLIGATIONS IN SECTION 6; (ii) ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; (iii) ANY CLAIM IN RESPECT OF PROPERTY DAMAGE; OR (iv) ANY FINE OR PENALTY IMPOSED ON MORGAN STANLEY AND/OR ANY OF ITS AFFILIATES AS A RESULT OF SUPPLIER'S BREACH OF THE TERMS OF ANY ORDER. NO LIMITATION OR EXCLUSION SHALL APPLY TO EITHER PARTY'S LIABILITY FOR: (a) DEATH OR PERSONAL INJURY; (b) FRAUD; OR (c) ANY MATTER FOR WHICH LIABILITY MAY NOT LAWFULLY BE LIMITED OR EXCLUDED. SUBJECT TO THE FOREGOING, (x) IN NO EVENT SHALL EITHER

PARTY BE LIABLE FOR ANY OF THE FOLLOWING: INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED (OR IS OTHERWISE AWARE) OF THE POSSIBILITY OF SUCH DAMAGES; AND (y) THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATING ANY ORDER OR ITS SUBJECT MATTER (WHETHER FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE) SHALL BE LIMITED, IN RESPECT OF EACH CLAIM (OR SERIES OF CONNECTED CLAIMS), TO THE GREATER OF: (i) A SUM EQUAL TO THREE TIMES THE TOTAL OF ALL AMOUNTS PAYABLE (WHETHER OR NOT YET PAID) TO SUPPLIER UNDER THE APPLICABLE ORDER(S) IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM (OR FIRST IN A SERIES OF CONNECTED CLAIMS); AND (ii) \$2,000,000 (USD).

12. **Insurance.** Supplier shall, at all times, maintain, with sound and reputable insurers, such policies of insurance as are sufficient for a business of Supplier's type and to cover all commonly insurable potential liability of Supplier under these Terms, including at least: broad form commercial general liability or public liability insurance; errors and omissions or professional indemnity insurance; cyber insurance, and any other policies as required by applicable laws. Supplier shall provide evidence of such cover, if requested by Morgan Stanley.

13. **Independent Contractor.** Supplier acknowledges that it is acting as an independent contractor, that Supplier is solely responsible for its acts and omissions, and that nothing in these Terms shall be construed to create an employment, worker, agency, partnership or joint venture relationship between Morgan Stanley or any of its Affiliates and Supplier or any Supplier Personnel.

14. **Term.** The Services shall, unless otherwise provided in the applicable Order, commence on the Order Effective Date and, unless sooner terminated in accordance with these Terms or the terms of the applicable Order, shall continue until the Services are complete (and all Deliverables have been accepted) or, if the Services are of an ongoing or recurring nature, for an initial term of 12 months and thereafter automatically renew for successive 12-month periods (unless otherwise provided in the applicable Order). Supplier shall provide Morgan Stanley with written notice of each upcoming renewal not more than 120 days and not less than 90 days before the renewal date.

15. **Termination.** Either party may, on written notice, terminate any Order if the other materially breaches such Order and: (i) such breach is incapable of cure; or (ii) the other fails to cure such breach within 30 days of being notified in writing of such breach. In the context of non-payment, a material breach means Morgan Stanley has failed to pay undisputed invoiced amounts within 90 days after the invoice(s) are due to have been paid. To the extent that Supplier commits a material breach of a nature which goes beyond the applicable Order, Morgan Stanley may terminate any other Order. Morgan Stanley may, on written notice, terminate any Order if Supplier becomes insolvent. Supplier acknowledges that, as required by relevant regulators, in the event that Morgan Stanley and/or any of its Affiliates undergoes an Insolvency Event, any right Supplier may have (whether contractual or otherwise) to terminate any Order, to suspend or modify any Services or the terms on which they are provided, to exercise or restrict any right to set off liabilities, or to restrict Morgan Stanley's and/or any of its Affiliate's respective rights or benefits pursuant to any Order, shall be suspended for as long as Morgan Stanley's payment obligations and any relevant restrictions on use of the Products and/or Services contained in the applicable Order continue to be complied with. Notwithstanding anything to the contrary in these Terms or any Order, Morgan Stanley may, on 30 days' written notice or shorter timeframe requested by the relevant regulator, terminate any applicable Order (in whole or in part), without any penalty or termination fee or any other liability, in the event any regulator so requests or if continuing would place Morgan Stanley and/or any of its Affiliates in breach of applicable laws. Morgan Stanley may, on written notice, terminate any Order (in whole or in part) at any time. Termination or expiration of any Order shall not affect: (a) any accrued rights or liabilities that either party may have by the time termination or expiration takes effect; or (b) the survival of any provision that, by its nature, would survive termination or expiration or is intended to come into force upon termination or expiration, including: Sections 5, 10, 11, 15, 18, 19, 20 and 21 and Exhibit A. Termination of any Order shall not have the effect of terminating any other Order. Upon termination or expiration of any Order, Supplier shall: (x) except in the event of termination due to Morgan Stanley's material breach, promptly refund to Morgan Stanley all amounts pre-paid, and cancel any invoice, in respect of the terminated Services that relate to the period beyond the effective date of termination; (y) cease to use and return all materials provided by or on behalf of Morgan Stanley or any of its Affiliates and, promptly if requested, certify that it has done so; and (z) work with Morgan Stanley and/or any replacement provider to ensure a smooth transition of service provision, including providing the exit assistance (if any) set out in the applicable Order.

16. **No Publicity.** Supplier agrees not, except with Morgan Stanley's express prior written consent (in its sole discretion), to disclose or use in advertising, publicity, social media post or otherwise: (i) the identity of Morgan Stanley or any of its Affiliates as a customer or the existence or nature of the relationship of the parties under these Terms; or (ii) any name or logo of Morgan Stanley or any of its Affiliates.

17. **Supplier's Notification Obligations.** In the event that Supplier becomes aware of: (i) any development that may have an adverse impact on Supplier's ability to carry out its obligations in compliance with these Terms; and/or (ii) any complaint from any client of Morgan Stanley or any of its Affiliates relating to any Products or Services or to Morgan Stanley or any of its Affiliates or any of their respective services, then Supplier shall promptly notify Morgan Stanley.

18. **Notices.** All notices (which, for the purposes of this Section 18, also include requests for approval or consent) must be in writing and be personally delivered or sent by courier or pre-paid postal service providing proof of delivery or by email. Notices shall be sent to Supplier at its registered office and to Morgan Stanley at CMS Admins, 1585 Broadway, New York, NY 10036 or to Supplier at any relevant email address given by Supplier and to Morgan Stanley at CMSAdmins@morganstanley.com. All notices shall be copied to Morgan Stanley, Technology & Data Legal Group, 1585 Broadway, New York, NY 10036. Either party may update its notice details by serving a notice in accordance with this Section 18. Notices shall be deemed given upon receipt (which, in the case of email, shall, in the absence of a failed delivery message, be deemed to be the time of transmission, but if this falls outside of business hours in the place of receipt, when business hours resume. For these purposes, business hours are 9am – 5pm, Monday to Friday, excluding public holidays, in the place of receipt).

19. **Miscellaneous.** Neither party shall assign its rights and/or obligations under these Terms or any Order without the prior written consent of the other party, not to be unreasonably withheld or delayed, and any attempt to do so without such consent shall be null and void. Notwithstanding the foregoing, Morgan Stanley may assign its rights and/or obligations under these Terms and/or any Order, in whole or in part, to any of its Affiliates or to any entity: (i) that acquires all or substantially all of Morgan Stanley's and/or any of its Affiliate's assets or is otherwise a successor in interest to Morgan Stanley and/or any of its Affiliates; (ii) to the extent required by any regulator to be permitted (including in connection with any Insolvency Event); or (iii) to which Morgan Stanley and/or any of its Affiliates has outsourced any or all of the activities associated with its receipt of any Services, provided that in no event shall such assignment to an outsourcer relieve Morgan Stanley of its obligations under these Terms or any Order. There shall be no third party beneficiaries to these Terms or any Order except for Morgan Stanley's Affiliates which shall each be entitled to benefit from and to enforce any benefit under these Terms and/or such Order subject to and in accordance with these Terms and any relevant provision of applicable laws. No third party's consent shall be required to rescind or vary any Order. In connection with any Insolvency Event, if Morgan Stanley or any of its Affiliates divests any Affiliate or business so that it is no longer under the control of Morgan Stanley or any of its Affiliates ("Divestee"), then Morgan Stanley or any of its Affiliates may, for a transition period sufficient to enable the Divestee to become fully operationally independent of Morgan Stanley or any of its Affiliates, use the Services on behalf of the Divestee, provided always that the Divestee complies with any relevant restrictions on use contained in these Terms. Any forbearance or delay on the part of either party in enforcing any of its rights shall not be construed as a waiver of such right to enforce the same for such occurrence or any future occurrence. If any one or more of the provisions of these Terms or any Order are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision. All variations to these Terms and/or any Order must be set out in writing, and signed on behalf of each of the parties to be effective. Each Order supersedes all prior agreements and understandings, and constitutes the complete agreement and understanding, between the parties with respect to its subject matter. Any variation to these Terms may be entered into in counterparts and shall not be effective or enforceable unless and until signed by an authorized representative of each of the parties. Each party agrees: (a) that signatures may be handwritten or electronic (applied using a method designated or otherwise accepted by Morgan Stanley) and, if electronic, the signing party agrees that this is conclusive of its intention to be bound to the same extent as if signed by a handwritten signature; (b) that signed documents may be exchanged in physical or electronic (e.g., scanned) form; and (c) that it shall not contest the admissibility in evidence of any electronically signed or exchanged document. No action, virtual or otherwise (for example, acceptance of click-wrap

terms), shall result in a new contract between the parties or a variation to these Terms or any Order.

20. **Governing Law.** *If Morgan Stanley has its main business address in any country in the Americas:* These Terms and each Order shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to its choice of laws principles. The parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City for the purposes of adjudicating any matter arising from or in connection with these Terms and each Order. THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THESE TERMS, EACH ORDER, THEIR SUBJECT MATTER AND/OR ANY RELATED DEALINGS.

If Morgan Stanley has its main business address in any country in Europe, the Middle East or Africa: These Terms and each Order and any non-contractual obligations arising out of or relating to them shall be governed by, and construed in accordance with, the laws of England and Wales. The courts of England shall have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or relating to these Terms and each Order.

If Morgan Stanley has its main business address in any country in Asia or Australasia: These Terms and each Order and any non-contractual obligations arising out of or relating to them shall be governed by, and construed in accordance with, the laws of Hong Kong. Any dispute, whether contractual or non-contractual, arising out of or relating to these Terms and each Order shall be finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules. The seat of the arbitration shall be Hong Kong. The tribunal shall consist of three arbitrators. The language of the arbitration shall be English.

21. **Definitions and Interpretation.** In these Terms, capitalized terms (unless separately defined) have the following meanings:

"Affiliate" means any entity that controls, is controlled by, or is under common control with, directly or indirectly, a party, whether through the direction of the management, policies or operations of an entity, through ownership of voting securities, by contract or otherwise, or the ownership of, or the power to vote, at least 50% percent (or, only in the case of Morgan Stanley, 20%) of the voting stock, shares or interests of such entity. An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the Order Effective Date.

"AI" or "Artificial Intelligence" means any system, platform or tool that is designed to operate with a level of autonomy (i.e. without express programming), taking inputs and using algorithmic, mathematical or modelling techniques (such as machine learning) to generate output.

"AI Input" means, collectively, all data input or uploaded to any AI by or on behalf of Morgan Stanley or any of its Affiliates, Personnel or other authorized users or from any System (whether by manual or automated means). AI Input shall be deemed to be Morgan Stanley's Confidential Information.

"AI Output" means all output (of whatever kind) generated using AI in, or in connection with, the provision of any Services to, or receipt or use of any Services by or on behalf of, Morgan Stanley or any of its Affiliates, Personnel or other authorized users. AI Output shall be deemed to be Morgan Stanley's Confidential Information. For the avoidance of doubt, all AI Output is deemed to be Deliverables (whether or not identified as such in the applicable Order).

"Confidential Information" means all confidential or proprietary information related to: (i) the business of the other party and/or any of its Affiliates; and/or (ii) any of their respective former, existing and prospective Personnel (but not including their names and business contact information alone), clients, suppliers and other counterparties, to which a party has access, acquires or otherwise processes (whether before or after entering into any Order), whether in oral, written or other form, in the course of or in connection with any Order, together with all copies of and all materials incorporating any such information. Except for Personal Information (which, with the exception of Personnel names and business contact information alone, shall always be deemed Confidential Information), Confidential Information shall not include information that: (a) is in the public domain at the time of disclosure; (b) was in the possession of or demonstrably known by the receiving party prior to its receipt by the receiving party without restriction on its use or disclosure; (c) is independently developed by the receiving party (as contemporaneously documented) without use of, reference to or reliance on the other party's Confidential Information; or (d) becomes known by the receiving party from a source apart from the other party without breach of these Terms and is not subject to an obligation of confidentiality.

"Deliverables" means all deliverables to be provided by Supplier as part of or pursuant to the Services.

"Insolvency Event" includes, in relation to a financial services institution: (i) it becoming subject to a formal crisis prevention or management measure; (ii) any measure or action that is analogous in any jurisdiction in which it is incorporated, resident, regulated, carries on business or has assets; or (iii) any regulator taking any measure or action in connection with or anticipation of any of the foregoing.

"Losses" means losses, liabilities, costs and expenses.

"Material Subcontractor" means any subcontractor of Supplier that: (i) may have physical or logical access to any of Morgan Stanley's Confidential Information, or responsibility for the security of any of Morgan Stanley's Confidential Information or any System; (ii) is significantly relied on by Supplier, meaning that interruption or discontinuance of service by such subcontractor could cause the provision of the Services to be materially disrupted or degraded; and/or (iii) provides a service, feature or functionality that is client-facing or public-facing.

"Module" means the supplemental terms, attached and forming part of these Terms, applicable to specific categories of Products and/or Services.

"Order" means a purchase order transmitted by Morgan Stanley and accepted by Supplier via Morgan Stanley's chosen electronic ordering system.

"Order Effective Date" means the earlier of: (i) the date stated as such in the applicable Order (or, if no date is there stated, the date on which the later party to sign signs the applicable schedule (or equivalent document) or, in the case of a purchase order, the date of Supplier's confirmation of acceptance by Supplier via Morgan Stanley's chosen electronic ordering system); and (ii) the date on which Supplier first provides any Products or Services under the applicable Order.

"Personnel" means, collectively, a party's officers, employees, consultants, contractors, workers and agents and those of its Affiliates and subcontractors and **"Supplier Personnel"** shall be interpreted accordingly.

"Personal Information" has the meaning set out in Exhibit A.

"Products" means all products to be sold or licensed by Supplier, as set out in the applicable Order.

"Services" means all services (including all associated Deliverables) to be provided by Supplier, as set out in the applicable Order.

"Services Data" means, collectively, all data input or uploaded to the Products and/or Services by or on behalf of Morgan Stanley or any of its Affiliates, Personnel or other authorized users or from any System (whether by manual or automated means) and Usage Data. Services Data shall be deemed to be Morgan Stanley's Confidential Information.

"System" means any of Morgan Stanley's and its Affiliates' respective software, firmware, hardware, computer systems, devices and networks.

"Usage Data" means all data (including metadata) collected, generated or derived by Supplier or any Supplier Personnel from use of the Products and/or Services by or on behalf of Morgan Stanley or any of its Affiliates, Personnel or other authorized users (including navigational, transactional, processing, billing, computer (such as IP address and browser), demographical, statistical and other analytical data), but excluding any such data that is anonymised and aggregated by Supplier such that it is not possible to identify Morgan Stanley or any of its Affiliates, Personnel or other authorized users or any of its or their respective behaviour.

"Training Data" means data used for training AI through its learnable parameters.

“Virus” means any computer code designed to disable, disrupt, distort, harm or otherwise impede, in any manner, the use or operation of any technology and/or to corrupt any data.

Unless the context requires otherwise: (i) "including" (and any of its derivative forms) means including but not limited to; and (ii) “person” includes a legal entity or organization, as well as a natural person. Unless expressly provided otherwise, the phrase "represents and warrants" means that the relevant representation and warranty is deemed given as of the Order Effective Date and on an ongoing basis throughout the term of the applicable Order. The term “written” or “in writing” includes email, except that in the case of (x) notices of contractual breach, termination or a claim for indemnification; and (y) variations to, of waivers of, any of these Terms or the terms of any Order.

EXHIBIT A
DATA PROTECTION AND PRIVACY – CONTROLLER TO PROCESSOR OBLIGATIONS

1. **General.** Supplier shall comply with and shall not do or omit to do anything which would cause Morgan Stanley or any of its Affiliates to be in breach of applicable data protection and/or privacy laws (“**DP Laws**”) and it shall enter into further agreements as requested by Morgan Stanley which are required to comply with DP Laws. In these Terms, “**Personal Information**” means, collectively, “personally identifiable information”, “non-public personal information”, “personal data”, “personal information” and any other similar terms defined by DP Laws.
2. **Handling of Personal Information.** In the event Morgan Stanley discloses Personal Information, Supplier, when acting as a processor as defined under DP Laws, shall, and shall cause its Personnel and any third parties to whom such Personal Information is disclosed, to:
 - 2.1 use and disclose such Personal Information only: (i) as necessary to carry out those specific aspects of the purpose of the applicable Order for which the Personal Information was disclosed; (ii) in accordance with the express instructions of Morgan Stanley; and (iii) in accordance with these Terms and DP Laws. Supplier may not permit another entity or person to act as a sub-processor of any Personal Information without the express prior written consent of Morgan Stanley. Any such consent will be on condition that Supplier enters into written agreements with such sub-processor(s) covering Supplier’s material obligations under these Terms, including provisions substantially similar to the provisions of this Exhibit;
 - 2.2 put in place appropriate technical and organizational measures against unauthorized or unlawful processing, accidental loss or destruction of, or damage to Personal Information;
 - 2.3 immediately (and not later than 24 hours or such shorter period required under applicable law after becoming aware) notify Morgan Stanley in writing if it becomes aware of: (i) any accidental or unauthorised access, unlawful processing, accidental destruction or loss of, or damage to any Personal Information; (ii) any disclosure of any Personal Information to it or its Personnel where the purpose of such disclosure is not known; (iii) any request for disclosure or inquiry regarding Personal Information from a third party; (iv) any material changes made to its security measures governing Personal Information; (v) any breach by Supplier of this Exhibit; and (vi) any change in applicable law that is likely to have a substantial adverse effect on Supplier’s ability to comply with this Exhibit;
 - 2.4 if it learns or has reason to believe there has been any unauthorized access to or acquisition of Personal Information and if the law requires that Supplier notify, or Supplier voluntarily intends to notify, the individuals whose Personal Information was accessed or acquired, not, except to the extent prohibited by mandatory DP Laws, notify any such individual until Supplier first consults with Morgan Stanley and Morgan Stanley has had an opportunity to review the notification Supplier proposes to issue to individuals and given its express written consent to the same;
 - 2.5 allow Morgan Stanley to review (including by way of audit) the policies and procedures used to maintain the security and confidentiality of Personal Information and comply with all reasonable requests or directions from Morgan Stanley to enable Morgan Stanley to verify and/or procure that Supplier is in full compliance with its obligations under these Terms in relation to Personal Information; and
 - 2.6 promptly notify, co-operate with and assist Morgan Stanley, fully and in a timely manner, to enable Morgan Stanley and/or any of its Affiliates to comply with DP Laws.
3. **Cross-Border Transfers.** Supplier warrants and undertakes that it shall, and shall procure that each of its subcontractors shall, not cause or permit Personal Information to be transferred or otherwise processed outside of a jurisdiction deemed to have an adequate level of protection for Personal Information by competent data protection authorities or other competent regulator, without Morgan Stanley’s express prior written consent and, where Morgan Stanley consents to such transfer, adduce adequate safeguards sufficient to enable Morgan Stanley and/or its applicable Affiliate(s) to comply with the obligations of a data controller, as defined and set out in the DP Laws (for example, by executing the Standard Contractual Clauses pursuant to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (as may be amended, updated or replaced from time to time) or other applicable transfer mechanism).

APPENDIX 1
CONSULTING & GENERAL SERVICES MODULE

This Module applies to Orders for (IT and/or non-IT) consulting (including IT development), professional and/or general Services.

1. **Offsite Delivery Centre.** If Supplier provides the Services from any location that is classified by Morgan Stanley as an 'Offsite Delivery Centre' ("ODC") (meaning Supplier Personnel based at such location have remote System access other than through Morgan Stanley's firewall), Supplier shall, throughout the term of the applicable Order plus the exit period, comply with Morgan Stanley's ODC requirements, including as may be set out in any ODC questionnaire(s) (and any follow-up questions) issued by Morgan Stanley or any of its Affiliates from time to time.
2. **Regulatory Information.** Notwithstanding anything to the contrary in this Agreement, if Morgan Stanley grants Supplier access to any information that is classified as "confidential supervisory information", "exempt records", "non-public information" or equivalent status by any regulator, Supplier shall: (i) comply with all relevant disclosure restrictions of the applicable regulator(s); (ii) use it exclusively for the purposes of providing the Services; (iii) view all documents containing any such information only on the Systems or premises of Morgan Stanley or any of its Affiliates; (iv) not make or retain any copies of such documents; and (v) at the conclusion of the engagement for which Supplier was provided access to such information, securely destroy such documents, unless Morgan Stanley requests their return, in which case Supplier shall promptly return them, and promptly certify such destruction or return (as applicable).
3. **Intellectual Property.** Morgan Stanley shall have exclusive title and ownership rights, including all intellectual property rights, in all works, materials, software, models, documentation, methods, processes and systems, in any form, prepared, developed, conceived and/or delivered in the course of or in connection with the Services, and all tangible embodiments of the foregoing ("**Work Product**"). For the avoidance of doubt, all Work Product is deemed to be Deliverables (whether or not identified as such in the applicable Order). To the extent that such rights may not originally vest in Morgan Stanley, Supplier hereby irrevocably assigns, and shall cause all relevant Supplier Personnel irrevocably to assign, to Morgan Stanley all such rights in the Work Product. Supplier hereby irrevocably waives, and shall cause all relevant Supplier Personnel irrevocably to waive, in favour of Morgan Stanley (or its designee) all rights of publicity and moral rights in the Work Product. Nothing shall restrict or deprive Supplier of any of its rights or proprietary interests in any materials that existed prior to and independent of provision of the Services ("**Pre-Existing Materials**"). If Pre-Existing Materials form part of, or required in order to use, any Deliverables, Supplier grants Morgan Stanley and its Affiliates, or shall procure that they are granted, a perpetual, irrevocable, royalty-free, fully transferrable and sub-licensable, worldwide, non-exclusive licence to use, operate, display, copy, modify, enhance, create derivative works from and distribute such Pre-Existing Materials to enable the full use, enjoyment and/or commercial exploitation of such Deliverables. The definition of "Services" shall be deemed to include the provision of such Pre-Existing Materials.
4. **Warranties.** To the extent any Deliverables and/or Services consist of, include or involve the development of technology, Supplier warrants that:
 - 4.1 the Deliverables operate, and throughout the relevant warranty period set out in the applicable Order (or, if no period is there set out, 12 months from the date of delivery) shall continue to operate, properly without error or defect, or, if any error or defect does occur, Supplier shall promptly correct it;
 - 4.2 the Deliverables do not contain or include, and are not designed to interact or interconnect (in any manner) with, and do not require, in order to function in their intended fashion, the use of any third party software or other third party work subject to an open source licence or any 'copyleft' terms that: (i) grant, or purport to grant, to any third party any right to or in Morgan Stanley's or any of its Affiliates' respective intellectual property rights or other proprietary rights; (ii) could cause, or be interpreted or asserted to cause, any of Morgan Stanley's or any of its Affiliates' respective intellectual property or other proprietary materials to become subject to the terms of any open source or similar licence; (iii) require Morgan Stanley or any of its Affiliates to make any source code (or any part or derivative work thereof) available to third parties under any circumstances; or (iv) otherwise subject Morgan Stanley or any of its Affiliates to any obligation not expressly set out in these Terms or the applicable Order; and
 - 4.3 Supplier complies with all applicable laws regarding the import and export of technology and that, unless other specified in the applicable Order, no encryption used in the Deliverables requires an import or export licence.
5. **Onboarding and Background Checks.** Where Supplier's provision of the Services requires or permits unescorted access to the premises of Morgan Stanley or any of its Affiliates or access to any System, Supplier shall procure that Supplier Personnel providing such Services acknowledge and agree to Morgan Stanley's applicable on-boarding policies and procedures and that such Supplier Personnel submit to such background checks as required by Morgan Stanley or any regulator. If requested by Morgan Stanley, Supplier shall provide written evidence that Supplier Personnel have undergone the relevant background checks required by this Clause 5, where Morgan Stanley requires Supplier to perform them.
6. **Liability for Supplier Personnel.** In the event that any allegation or claim is made, or any regulator, court or tribunal determines, that Supplier or any Supplier Personnel is or was or acted as an employee or worker of Morgan Stanley or any of its Affiliates (or had a joint or co-employment relationship with any of them), Supplier expressly waives all such claims and all rights it may have as a result of any such determination (and shall procure that such Supplier Personnel do likewise). Supplier shall indemnify Morgan Stanley and its Affiliates against all Losses suffered or incurred in connection with all such claims, allegations and determinations, including concerning wages, bonuses, overtime pay, employee benefits, wage deductions, expense reimbursement, employment discrimination, breach of contract, severance and all other claims (including for penalties) that employees may bring against employers. In the event that Services have been provided to or from any jurisdiction in which any Transfers Legislation is or was applicable, and any allegation or claim is made, or any regulator, court or tribunal determines, that there has been a transfer of employment of any Supplier Personnel or any liability relating to any Supplier Personnel to Morgan Stanley or any of its Affiliates or any replacement provider, whether pursuant to such Transfers Legislation or otherwise, Supplier shall also indemnify Morgan Stanley and its Affiliates and any replacement provider against all Losses suffered or incurred in connection with all such claims, allegations and determinations arising out of or relating to: (i) the employment or engagement of such Supplier Personnel by Supplier or its relevant Affiliate, agent or subcontractor (as applicable) (including any liability arising as a result of any act or omission of any of them in relation to such employment or engagement); (ii) the termination of such employment or engagement by Supplier or its relevant Affiliate, agent or subcontractor (as applicable); (iii) the termination of such employment or engagement by Morgan Stanley or its relevant Affiliate or any replacement provider (as applicable) provided carried out within three months of the terminating party becoming aware of the transfer or alleged transfer of employment or engagement; and/or (iv) any claim by any individual, recognised trade union, works council, staff association or other representative person or body (whether or not elected) in respect of any obligation under any Transfers Legislation. Morgan Stanley shall be entitled to assign the benefit of the foregoing indemnity to the relevant replacement provider without the need for consent from Supplier. For the purposes of this Module, "**Transfers Legislation**" means the European Union's Business Transfers Directive 2001/23/EC and all implementing and/or analogous legislation, regulations and codes (in any jurisdiction and whether inside the European Economic Area or not) relating to the automatic transfer of employment or employment-related liabilities (including the Transfer of Undertakings (Protection of Employment) Regulations 2006). No limitation or exclusion of Supplier's liability shall apply with respect to any claim arising out of or relating to its obligations under this Clause 6.
7. **Agency Workers.** If, to the extent permitted by applicable laws, Supplier provides Services that consist of the temporary placement of Supplier Personnel to work on assignments or activities to be assigned to them by Morgan Stanley or any of its Affiliates and under the immediate direction and supervision of Morgan Stanley's Personnel or any Agency Workers Legislation is otherwise found to apply, Supplier shall indemnify Morgan Stanley and its Affiliates against all Losses suffered or incurred in connection with any actual or alleged breach by Supplier, Morgan Stanley or any of its Affiliates of the Agency Workers Legislation in respect of any Supplier Personnel. For the purposes of this Module, "**Agency Workers Legislation**" means the European Union's Agency Workers Directive 2008/104/EC and all implementing and/or analogous legislation, regulations and codes (in any jurisdiction and whether inside the European Union or not) including the United Kingdom's Agency Workers Regulations 2010. No limitation or exclusion of Supplier's liability shall apply with respect to any claim arising out of or

relating to its obligations under this Clause 7.

8. **Supplier Personnel Health Insurance.** Supplier specifically understands and agrees that, with respect to all Supplier Personnel who have unescorted access to the premises of Morgan Stanley or any of its Affiliates, Supplier is solely responsible for interpreting and complying with all current shared responsibility (“pay or play”) requirements under the Affordable Care Act of 2010 and related regulatory guidance (“ACA”). Supplier shall treat such Supplier Personnel as its common law employees and provide those who are “full-time employees” and their “dependents” (including any adult children up to the age of 26) an offer of “minimum essential coverage” (as such term is defined under Sections 36B, 4980H and 5000A of the Internal Revenue Code of 1986 and related regulatory guidance (collectively, the “Code”)) under a Supplier-sponsored health insurance plan (“**Supplier’s Plan**”), without regard to whether Supplier is required by the ACA to provide such coverage. Supplier shall indemnify Morgan Stanley and its Affiliates against all Losses suffered or incurred in connection with all claims, allegations and determinations, in each case arising out of or relating to: (i) Supplier’s failure to provide an offer of “minimum essential coverage” to such Supplier Personnel and their dependents; (ii) Supplier’s provision of coverage to such Supplier Personnel that is not “affordable” or does not provide “minimum value” within the meanings of the Code (without regard to whether such Code sections apply to Supplier); and/or (iii) Supplier’s failure to comply with all reporting related to such coverage, including to the Internal Revenue Service and such Supplier Personnel (without regard to whether such reporting requirements apply to Supplier). In the event Morgan Stanley or any of its Affiliates is notified by any entity or agency of Morgan Stanley’s or any of its Affiliate’s potential liability for any taxes, penalties, or other liabilities relating to any such Supplier Personnel, Supplier shall fully cooperate, at Supplier’s expense, with Morgan Stanley’s or such Affiliate’s efforts to object to or appeal any determination of liability or potential liability. No limitation or exclusion of Supplier’s liability shall apply with respect to any claim arising out of or relating to its obligations under this Clause 8. For each such Supplier Personnel who elects coverage under Supplier’s Plan, Morgan Stanley or its applicable Affiliate shall pay to Supplier an additional one dollar (US\$1) per full or partial month in which such Supplier Personnel is covered, payable quarterly. To the extent that such fee is determined by a competent authority to be insufficient to permit Morgan Stanley or its applicable Affiliate to rely on the coverage offered through Supplier’s Plan, in determining Morgan Stanley’s or its applicable Affiliate’s compliance with the ACA, Morgan Stanley or such Affiliate shall make such additional payments as Morgan Stanley or such Affiliate determines are necessary or appropriate.

9. **Exit Assistance.** If the Services were of an ongoing or recurring nature, following termination or expiration: (i) Supplier shall, to the extent requested by Morgan Stanley, provide technical assistance to transition from the Services to an in-house solution of Morgan Stanley or a third party solution; and (ii) Morgan Stanley shall be entitled to continued provision of the Services by Supplier (at the same fees as in effect immediately prior to termination or expiration) for such exit period as reasonably required to wind-down Morgan Stanley’s then-current use of the Services and complete any such transition.

GOODS (IT & NON-IT) PURCHASE MODULE

This Module applies to Orders for the purchase of (IT and/or non-IT) Products and (optionally) purchase of support and maintenance Services.

1. **Supply of Products and Installation.** Supplier shall deliver the Products to Morgan Stanley in accordance with the applicable Order. Delivery of the Software shall be in electronic format only unless otherwise expressly agreed. Prior to delivery, Supplier shall ensure the Products have passed Supplier's own internal quality assurance tests. Supplier shall deliver the Products to the location(s) set out in the applicable Order, at its own cost (including the cost of packaging, loading and unloading, carriage, import and export clearance (if relevant) and insurance in transit). Risk in and title to the Products shall pass to Morgan Stanley once safely unloaded at the location(s) set out in the applicable Order. Unless the applicable Order specifies otherwise, installation of the Products shall be the responsibility of Morgan Stanley but, if Morgan Stanley so requests, Supplier shall provide such assistance with installation as Morgan Stanley may reasonably require.
2. **Support and Maintenance.** If the applicable Order includes maintenance Services, Supplier shall: (i) provide support and maintenance in respect of the Products in accordance with the applicable Order; (ii) implement and use the necessary tools and procedures to measure, monitor and report its performance against the relevant service levels; and (iii) provide to Morgan Stanley a regular report detailing Supplier's service level performance.
3. **Warranties.** Supplier warrants that:
 - 3.1 the Products are new and unused (unless otherwise specified in the applicable Order), of genuine manufacture, conform to Supplier's written specifications and user, operating and training manuals and guides (if any) concerning the relevant Products (but in the event of any conflict with the description or specification set out in the applicable Order, the Order prevailing), and are free of all defects in design, material and workmanship and capable of performing the purpose for which they are procured as well as any other products of the same kind, size and rated capacity if used under like conditions;
 - 3.2 Supplier transfers title to the Products free and clear of any and all liens, claims, limitations and encumbrances, provided that if any of the Products consists of or includes software (including software installed on any hardware), Supplier grants Morgan Stanley, its Affiliates, and its and their respective third party service providers, a perpetual, irrevocable, worldwide, non-exclusive licence to use such software;
 - 3.3 the Products operate, and throughout the relevant warranty period set out in the applicable Order (or, if no period is there set out, 12 months from the date of delivery) shall continue to operate, properly without fault or defect, or, if any fault or defect does occur, Supplier shall promptly correct it. Supplier shall ensure that no defective, worn or obsolete Products or parts (including disk drives or other data bearing elements) that hold any data (including metadata) leave the possession or premises of Morgan Stanley or any of its Affiliates without Morgan Stanley's express prior written approval in each instance;
 - 3.4 to the extent the Products consist of or include technology, the Products do not contain or include, and are not designed to interact or interconnect (in any manner) with, and do not require, in order to function in their intended fashion, the use of any third party software or other third party work subject to an open source licence or any 'copyleft' terms that: (i) grant, or purport to grant, to any third party any right to or in Morgan Stanley's or any of its Affiliates' respective intellectual property rights or other proprietary rights; (ii) could cause, or be interpreted or asserted to cause, any of Morgan Stanley's or any of its Affiliates' respective intellectual property or other proprietary materials to become subject to the terms of any open source or similar licence; (iii) require Morgan Stanley or any of its Affiliates to make any source code (or any part or derivative work thereof) available to third parties under any circumstances; or (iv) otherwise subject Morgan Stanley or any of its Affiliates to any obligation not expressly set out in these Terms or the applicable Order; and
 - 3.5 to the extent the Products consist of or include technology, Supplier complies with all applicable laws regarding the import and export of technology and that, unless otherwise specified in the applicable Order, no encryption used in the Products requires an import or export licence.

SOFTWARE LICENCE MODULE

This Module applies to Orders for the licensing of Software and (optionally) purchase of support and maintenance Services. For the purposes of this Module, “Software” means all software to be provided by Supplier, as set out in the applicable Order.

1. **Supply of Software and Installation.** Supplier shall deliver the Software to Morgan Stanley in accordance with the applicable Order. Delivery of the Software shall be in electronic format only unless otherwise expressly agreed. If requested by Morgan Stanley at any time, Supplier shall provide a nested inventory (in an industry standard format) of the individual software components (and versions) that, collectively, comprise the Software. Unless the applicable Order specifies otherwise, installation of the Software shall be the responsibility of Morgan Stanley but, if Morgan Stanley so requests, Supplier shall provide such assistance with installation as Morgan Stanley may reasonably require.
2. **Grant of Licence.** Supplier grants to Morgan Stanley and its Affiliates a non-transferable (except as set out in Section 19 of the general terms), worldwide, non-exclusive licence to Use the Software and all associated documentation, and to permit their respective Personnel and third party service providers to do so (provided that Use by any such provider must only be on behalf of Morgan Stanley and/or any of its Affiliates). The foregoing licence shall be perpetual and irrevocable, unless the applicable Order expressly provides that the licence is for a subscription term, in which case, it shall commence on delivery of the Software and, unless sooner terminated in accordance with these Terms or the terms of the applicable Order, continue for an initial term of 12 months and thereafter automatically renew for successive 12-month periods (unless provided in the applicable Order). Use of the Software in any test, quality assurance, stand-by, business continuity and/or disaster recovery mode(s) or environment(s) shall not count against any licence metrics contained in the applicable Order. For the purposes of this Module, “Use” means to load, run, deploy, distribute, compile, compress, execute, host, interconnect, access, display, operate, use, support, maintain, copy, back-up, update, upgrade, modify and create derivative works from, including (in each case) where relevant, into memory, cache or on any processing unit, terminal, disk, server, appliance, device, computer or system and in any technology (including virtual or cloud) environment, all through any medium or method now known or invented in the future.
3. **Support and Maintenance.** If the applicable Order includes maintenance Services, Supplier shall: (i) provide support and maintenance in respect of the Software in accordance with the applicable Order; (ii) implement and use the necessary tools and procedures to measure, monitor and report its performance against the relevant service levels; and (iii) provide to Morgan Stanley a regular report detailing Supplier’s service level performance. Supplier shall not access, or attempt to access, the Software remotely for the purposes of performing maintenance unless a separate amendment to the applicable Order is entered into between the parties.
4. **Services Data.** As between the parties, Morgan Stanley shall have exclusive title and ownership rights, including all intellectual property rights, throughout the world in all Services Data. To the extent that such rights may not originally vest in Morgan Stanley, Supplier hereby irrevocably assigns, and shall cause all relevant Supplier Personnel irrevocably to assign, to Morgan Stanley (or its designee) all such rights in the Services Data. Supplier shall not, without Morgan Stanley’s prior consent, capture any Usage Data, except to the extent strictly necessary for the purpose of performing Supplier’s obligations under the applicable Order. Morgan Stanley grants to Supplier a limited, revocable, non-transferrable, non-sublicensable, non-exclusive licence to use the Services Data, for the term of the applicable Order, solely for the purpose of performing Supplier’s obligations under the applicable Order. Supplier shall: (i) not dispose of, distribute or otherwise exploit any Services Data; (ii) not assert any lien or other right over any Services Data; (iii) not, without prior written authorization from Morgan Stanley, alter any Services Data in any way; and (iv) provide Morgan Stanley with a log of the Services Data as reasonably requested by Morgan Stanley from time to time. Upon termination or expiration of the applicable Order for any reason, Supplier shall deliver to Morgan Stanley (in a format and by a method reasonably acceptable to Morgan Stanley) all Services Data in Supplier’s and each of its subcontractor’s possession and then, unless otherwise directed by Morgan Stanley, Supplier shall, and shall procure that each of its subcontractors shall, permanently delete all such Services Data (and all copies of it, including from all systems).
5. **Warranties.** Supplier warrants that:
 - 5.1 the Software operates, and throughout the relevant warranty period set out in the applicable Order (or, if no period is there set out, 12 months from the date of delivery) shall continue to operate, properly without error or defect, or, if any error or defect does occur, Supplier shall promptly correct it;
 - 5.2 the Software does not contain or include, and is not designed to interact or interconnect (in any manner) with, and does not require, in order to function in its intended fashion, the use of any third party software or other third party work subject to an open source licence or any ‘copyleft’ terms that: (i) grant, or purport to grant, to any third party any right to or in Morgan Stanley’s or any of its Affiliates’ respective intellectual property rights or other proprietary rights; (ii) could cause, or be interpreted or asserted to cause, any of Morgan Stanley’s or any of its Affiliates’ respective intellectual property or other proprietary materials to become subject to the terms of any open source or similar licence; (iii) require Morgan Stanley or any of its Affiliates to make any source code (or any part or derivative work thereof) available to third parties under any circumstances; or (iv) otherwise subject Morgan Stanley or any of its Affiliates to any obligation not expressly set out in these Terms or the applicable Order; and
 - 5.3 Supplier complies with all applicable laws regarding the import and export of technology and that, unless other specified in the applicable Order, no encryption used in the Software requires an import or export licence.

SOFTWARE-AS-A-SERVICE MODULE

This Module applies to Orders for Software-as-a-service. For the purposes of this Module, “**Software**” means all software to be provided by Supplier, as set out in the applicable Order.

1. **Grant of Licence.** Supplier grants to Morgan Stanley and its Affiliates a non-transferable (except as set out in Section 19 of the general terms), worldwide, non-exclusive licence, for the term of the applicable Order plus the exit period, to use the Services, and to permit their respective Personnel and third party service providers to do so (provided that such use must only be on behalf of Morgan Stanley and/or any of its Affiliates). For the purposes of this Module only, “**Services**” includes the Software and the hosting of the Software on a SaaS (software-as-a-service) basis, so that it is accessed in an online operating environment.
2. **Services Requirements.** Supplier shall ensure that the Services include functionality to: (i) prevent access to the Services by any unauthorized user; (ii) promptly restrict and remove users from having access to the Services; (iii) store Services Data (without restriction on storage capacity) logically separated from any data of Supplier’s other customers; (iv) make Services Data (other than Usage Data) available to authorized users in real-time, immediately after inputting or uploading, and allow them to interrogate and download it; and (v) create and maintain backups and logs of Services Data in a manner and frequency that meets Morgan Stanley’s reasonable requirements. Without prejudice to the provisions regarding changes to the Services in Section 2 of the general terms, Supplier shall maintain compatibility of the Services with developments in the technology necessary to access and use the Services.
3. **Subcontracting to Hosting Provider.** Subject to the provisions regarding subcontracting in Section 2 of the general terms, Morgan Stanley shall not object to the subcontracting of the hosting of the Services and Services Data to Amazon Web Services, Inc., Google LLC or Microsoft Corporation on the relevant hosting provider’s standard terms.
4. **Support and Maintenance.** Supplier shall: (i) provide support and maintenance in respect of the Services in accordance with the applicable Order; (ii) implement and use the necessary tools and procedures to measure, monitor and report its performance against the relevant service levels; and (iii) provide to Morgan Stanley a regular report detailing Supplier’s service level performance.
5. **Services Data.** As between the parties, Morgan Stanley shall have exclusive title and ownership rights, including all intellectual property rights, throughout the world in all Services Data. To the extent that such rights may not originally vest in Morgan Stanley, Supplier hereby irrevocably assigns, and shall cause all relevant Supplier Personnel irrevocably to assign, to Morgan Stanley (or its designee) all such rights in the Services Data. Supplier shall not, without Morgan Stanley’s prior consent, capture any Usage Data, except to the extent strictly necessary for the purpose of performing Supplier’s obligations under the applicable Order. Morgan Stanley grants to Supplier a limited, revocable, non-transferrable, non-sublicensable, non-exclusive licence to use the Services Data, for the term of the applicable Order, solely for the purpose of performing Supplier’s obligations under the applicable Order. Supplier shall: (i) not dispose of, distribute or otherwise exploit any Services Data; (ii) not assert any lien or other right over any Services Data; (iii) not, without prior written authorization from Morgan Stanley, alter any Services Data in any way; and (iv) provide Morgan Stanley with a log of the Services Data as reasonably requested by Morgan Stanley from time to time. Without prejudice to the restrictions on subcontracting set out in Section 2 of the general terms, Supplier shall obtain the written agreement of each third party (other than the Hosting Provider) providing facilities (including on a co-location basis) on or at which any Services Data is held (even if only temporarily or in transit) that such third party shall permit Supplier access to such facilities for the purposes of copying and/or removing such Services Data, as directed by Morgan Stanley. Upon Morgan Stanley’s request, Supplier shall certify in writing that any such copying/removing has been completed. Upon termination or expiration of the applicable Order for any reason, Supplier shall deliver to Morgan Stanley (in a format and by a method reasonably acceptable to Morgan Stanley) all Services Data in Supplier’s and each of its subcontractor’s possession and then, unless otherwise directed by Morgan Stanley, Supplier shall, and shall procure that each of its subcontractors shall, permanently delete all such Services Data (and all copies of it, including from all systems).
6. **Warranties.** Supplier warrants that:
 - 6.1 the Services operate, and shall continue to operate, properly without error or defect, or, if any error or defect does occur, Supplier shall promptly correct it;
 - 6.2 the Services do not contain or include, and are not designed to interact or interconnect (in any manner) with, and do not require, in order to function in their intended fashion, the use of any third party software or other third party work subject to an open source licence or any ‘copyleft’ terms that: (i) grant, or purport to grant, to any third party any right to or in Morgan Stanley’s or any of its Affiliates’ respective intellectual property rights or other proprietary rights; (ii) could cause, or be interpreted or asserted to cause, any of Morgan Stanley’s or any of its Affiliates’ respective intellectual property or other proprietary materials to become subject to the terms of any open source or similar licence; (iii) require Morgan Stanley or any of its Affiliates to make any source code (or any part or derivative work thereof) available to third parties under any circumstances; or (iv) otherwise subject Morgan Stanley or any of its Affiliates to any obligation not expressly set out in these Terms or the applicable Order; and
 - 6.3 Supplier complies with all applicable laws regarding the import and export of technology and that, unless otherwise specified in the applicable Order, no encryption used in the Services requires an import or export licence.
7. **Exit Assistance.** If the Services were of an ongoing or recurring nature, following termination or expiration: (i) Supplier shall, to the extent requested by Morgan Stanley, provide technical assistance to transition from the Services to an in-house solution of Morgan Stanley or a third party solution; and (ii) Morgan Stanley shall be entitled to continued provision of the Services by Supplier (at the same fees as in effect immediately prior to termination or expiration) for such exit period as reasonably required to wind-down Morgan Stanley’s then-current use of the Services and complete any such transition.

DATA & SUBSCRIPTION SERVICES MODULE

This Module applies to Orders for the licensing of Licensed Content and/or subscription to Subscription Sites. For the purposes of this Module, “**Licensed Content**” means all data, information, imagery and similar content (whether in printed or digital format) to be delivered or otherwise made available by the Supplier, as set out in the applicable Order, or contained on any Subscription Sites. “**Subscription Sites**” means all websites or online portals operated by Supplier or any of its Affiliates containing Licensed Content that requires a subscription to access, to be made accessible by Supplier, as set out in the applicable Order.

1. **Grant of Licence for Use of Services.** Supplier grants to Morgan Stanley and its Affiliates a non-transferable (except as set out in Section 19 of the general terms), worldwide, non-exclusive licence, for the term of the applicable Order, to Use the Services (including the right, except in relation to Licensed Content that is delivered in printed form, to download and print the associated Licensed Content), and to permit their respective Personnel and third party service providers to do so (provided that Use must only be on behalf of Morgan Stanley and/or any of its Affiliates). For this purposes of this Module only, “**Services**” means the Licensed Content and/or Subscription Sites (including any required access software or API) and the delivery or otherwise making available of such Licensed Content and/or Subscription Sites (whether via electronic or physical delivery or online access). For the purposes of this Module, “**Use**” means to access, display (including, to the extent technically possible, to delay or manipulate the presentation to users), reproduce, read, benefit from and use. Upon termination or expiration of the applicable Order for any reason, Morgan Stanley and its Affiliates and their respective Personnel shall cease all further Use of the Services, but without prejudice to Clause 2 of this Module.
2. **Grant of Licence for Use of Licensed Content.** Supplier grants to Morgan Stanley and its Affiliates a perpetual, irrevocable, non-transferable (except as set out in Section 19 of the general terms), worldwide, non-exclusive licence to Use the Licensed Content received or obtained by Morgan Stanley and/or any of its Affiliates pursuant to the Services, and to permit their respective Personnel and third party service providers to do so (provided that Use must only be on behalf of Morgan Stanley and/or any of its Affiliates). The foregoing licence shall include the right to: (i) copy, store and process on any System and internally distribute (within the organization of Morgan Stanley and its Affiliates) such Licensed Content; (ii) disclose limited portions of such Licensed Content to clients and other third parties in the ordinary course of business, provided disclosure is not with the intent of supplanting the provision of products or services by Supplier directly to such third parties; and (iii) manipulate and modify such Licensed Content and create new works of authorship based on the Licensed Content (or any portion of it) (“**Derivative Works**”) and Use and internally distribute such Derivative Works and, provided such Derivative Works are presented in a manner that they could not reasonably be decompiled or reverse engineered such that the underlying Licensed Content could be extracted and are not attributed in any way to Supplier, distribute such Derivative Works to clients and other third parties in the ordinary course of business.
3. **Support Function Usage.** Use of the Licensed Content by central library function or technology Personnel who perform, compile and store research and undertake similar support functions for Morgan Stanley and its Affiliates shall not count against any licence metrics contained in the applicable Order (provided that Use must only be on behalf of the relevant permitted users, departments or locations of Morgan Stanley and/or any of its Affiliates).
4. **Services Requirements.** Without prejudice to the provisions regarding changes to the Services in Section 2 of the general terms, Supplier shall maintain compatibility of the Services with developments in the technology necessary to access and use the Services.
5. **Services Data and Derivative Works.** As between the parties, Morgan Stanley shall have exclusive title and ownership rights, including all intellectual property rights, throughout the world in all Services Data and Derivative Works (if any). To the extent that such rights may not originally vest in Morgan Stanley, Supplier hereby irrevocably assigns, and shall cause all relevant Supplier Personnel irrevocably to assign, to Morgan Stanley (or its designee) all such rights in the Services Data and Derivative Works (if any). Supplier shall not, without Morgan Stanley’s prior consent, capture any Usage Data, except to the extent strictly necessary for the purpose of performing Supplier’s obligations under the applicable Order. Morgan Stanley grants to Supplier a limited, revocable, non-transferrable, non-sublicensable, non-exclusive licence to use the Services Data, for the term of the applicable Order, solely for the purpose of performing Supplier’s obligations under the applicable Order. Supplier shall: (i) not dispose of, distribute or otherwise exploit any Services Data; (ii) not assert any lien or other right over any Services Data; (iii) not, without prior written authorization from Morgan Stanley, alter any Services Data in any way; and (iv) provide Morgan Stanley with a log of the Services Data as reasonably requested by Morgan Stanley from time to time. Upon termination or expiration of the applicable Order for any reason, Supplier shall deliver to Morgan Stanley (in a format and by a method reasonably acceptable to Morgan Stanley) all Services Data in Supplier’s and each of its subcontractor’s possession and then, unless otherwise directed by Morgan Stanley, Supplier shall, and shall procure that each of its subcontractors shall, permanently delete all such Services Data (and all copies of it, including from all systems).
6. **Warranties.** Supplier warrants that:
 - 6.1 the Services operate, and shall continue to operate, properly without error or defect, or, if any error or defect does occur, Supplier shall promptly correct it;
 - 6.2 the Services do not contain or include, and are not designed to interact or interconnect (in any manner) with, and do not require, in order to function in their intended fashion, the use of any third party software or other third party work subject to an open source licence or any ‘copyleft’ terms that: (i) grant, or purport to grant, to any third party any right to or in Morgan Stanley’s or any of its Affiliates’ respective intellectual property rights or other proprietary rights; (ii) could cause, or be interpreted or asserted to cause, any of Morgan Stanley’s or any of its Affiliates’ respective intellectual property or other proprietary materials to become subject to the terms of any open source or similar licence; (iii) require Morgan Stanley or any of its Affiliates to make any source code (or any part or derivative work thereof) available to third parties under any circumstances; or (iv) otherwise subject Morgan Stanley or any of its Affiliates to any obligation not expressly set out in these Terms or the applicable Order; and
 - 6.3 Supplier complies with all applicable laws regarding the import and export of technology and that, unless other specified in the applicable Order, no encryption used in the Services requires an import or export licence.

TELECOM SERVICES MODULE

This Module applies to Orders for telecoms Services.

1. **Services Data.** As between the parties, Morgan Stanley shall have exclusive title and ownership rights, including all intellectual property rights, throughout the world in all Services Data. To the extent that such rights may not originally vest in Morgan Stanley, Supplier hereby irrevocably assigns, and shall cause all relevant Supplier Personnel irrevocably to assign, to Morgan Stanley (or its designee) all such rights in the Services Data. Supplier shall not, without Morgan Stanley's prior consent, capture any Usage Data, except to the extent strictly necessary for the purpose of performing Supplier's obligations under the applicable Order. Morgan Stanley grants to Supplier a limited, revocable, non-transferrable, non-sublicensable, non-exclusive licence to use the Services Data, for the term of the applicable Order, solely for the purpose of performing Supplier's obligations under the applicable Order. Supplier shall: (i) not dispose of, distribute or otherwise exploit the Services Data (or any part of it); (ii) not assert any lien or other right over any Services Data; (iii) not, without prior written authorization from Morgan Stanley, alter any Services Data in any way; and (iv) provide Morgan Stanley with a log of the Services Data as reasonably requested by Morgan Stanley from time to time. Upon termination or expiration of the applicable Order for any reason, Supplier shall deliver to Morgan Stanley (in a format and by a method reasonably acceptable to Morgan Stanley) all Services Data in Supplier's and each of its subcontractor's possession and then, unless otherwise directed by Morgan Stanley, Supplier shall, and shall procure that each of its subcontractors shall, permanently delete all such Services Data (and all copies of it, including from all systems).
2. **Support and Maintenance.** Supplier shall: (i) provide support and maintenance in respect of the Deliverables in accordance with the applicable Order; (ii) implement and use the necessary tools and procedures to measure, monitor and report its performance against the relevant service levels; and (iii) provide to Morgan Stanley a regular report detailing Supplier's service level performance.
3. **Warranties.** Supplier warrants that:
 - 3.1 the Services operate, and shall continue to operate, properly without fault or defect, or, if any fault or defect does occur, Supplier shall promptly correct it;
 - 3.2 the Services do not contain or include, and are not designed to interact or interconnect (in any manner) with, and do not require, in order to function in their intended fashion, the use of any third party software or other third party work subject to an open source licence or any 'copyleft' terms that: (i) grant, or purport to grant, to any third party any right to or in Morgan Stanley's or any of its Affiliates' respective intellectual property rights or other proprietary rights; (ii) could cause, or be interpreted or asserted to cause, any of Morgan Stanley's or any of its Affiliates' respective intellectual property or other proprietary materials to become subject to the terms of any open source or similar licence; (iii) require Morgan Stanley or any of its Affiliates to make any source code (or any part or derivative work thereof) available to third parties under any circumstances; or (iv) otherwise subject Morgan Stanley or any of its Affiliates to any obligation not expressly set out in these Terms or the applicable Order; and
 - 3.3 Supplier complies with all applicable laws regarding the import and export of technology and that, unless other specified in the applicable Order, no encryption used in the Services requires an import or export licence.
4. **Exit Assistance.** Following termination or expiration: (i) Supplier shall, to the extent requested by Morgan Stanley, provide technical assistance to transition from the Services to an in-house solution of Morgan Stanley or a third party solution; and (ii) Morgan Stanley shall be entitled to continued provision of the Services by Supplier (at the same fees as in effect immediately prior to termination or expiration) for such exit period as reasonably required to wind-down Morgan Stanley's then-current use of the Services and complete any such transition.

COLOCATION SERVICES MODULE

This Module applies to Orders for colocation space (including cage and rack space), power, cooling, cross-connections to communications network infrastructure and other related Services.

1. **Use of Facilities.** Supplier grants Morgan Stanley and its Affiliates an irrevocable licence, for the term of the applicable Order plus the exit period, to access the common parts of the Premises and exclusively to occupy and use the Facilities to install, operate, maintain, repair and replace equipment owned or operated by or on behalf of Morgan Stanley and/or any of its Affiliates, and to interconnect and cross-connect such equipment with other equipment, facilities and communications network infrastructure provided by Supplier and/or any third party, and any other purpose incidental to the foregoing, and to permit their respective Personnel and invitees to do so. The foregoing licence shall be on a continuous basis, allowing access to the Facilities and the common parts of the Premises 24 hours a day, 365 days per year, without any requirement of notice to Supplier. Supplier shall provide neutral access to telecommunications carriers and other communications network services providers at the Facilities and shall also provide the other associated amenities and Services (if any) set out in the applicable Order. For the purposes of this Module, “**Premises**” means the data centre premises at which the Services are to be provided, as set out in the applicable Order. “**Facilities**” means the area(s), including cage and rack space, at the Premises that are allocated for the occupancy and use of Morgan Stanley and its Affiliates, as set out in the applicable Order.
2. **Relocation.** Supplier shall not, without the prior written consent of Morgan Stanley, relocate the Premises or the Facilities. Prior to seeking Morgan Stanley’s consent to any proposed relocation, Supplier will prepare and submit to Morgan Stanley a written evaluation of the effects of the proposed relocation on the Services and on Morgan Stanley and its Affiliates. If Morgan Stanley consents to the relocation, Supplier will manage it in accordance with a migration plan to be prepared by Supplier and approved by Morgan Stanley.
3. **Support and Maintenance.** Supplier shall: (i) provide support and maintenance in respect of the Services in accordance with the applicable Order; (ii) implement and use the necessary tools and procedures to measure, monitor and report its performance against the relevant service levels; and (iii) provide to Morgan Stanley a regular report detailing Supplier’s service level performance.
4. **Warranties.** Supplier warrants that:
 - 4.1 it owns the Premises or has a lease of the Premises that extends at least six months beyond the term of the applicable Order, and Morgan Stanley’s quiet enjoyment of the Facilities shall not be disturbed during such term; and
 - 4.2 it shall maintain the Premises in a good state of repair and the Facilities in proper operating condition, including regular inspections and tests and undertaking repairs and preventative maintenance of infrastructure components in accordance with the relevant manufacturers’ recommendations, provided always that: (i) Supplier shall carry out all maintenance, repairs or other work affecting the Facilities only during pre-planned periods that have been expressly approved by Morgan Stanley; and (ii) Supplier shall not, except with Morgan Stanley’s express approval, attempt to access, operate or interfere with any equipment owned or operated by or on behalf of Morgan Stanley and/or any of its Affiliates that is installed or located at the Facilities; except only in an emergency situation where access and/or work is urgently and unavoidably required (for example, to remedy an unforeseen failure of an infrastructure component or due to a fire, explosion or leak), in which case Supplier shall give Morgan Stanley as much notice as possible and use its best endeavours to coordinate the necessary access and/or work (and the timing of it) with Morgan Stanley.
5. **Exit Assistance.** If the Services were of an ongoing or recurring nature, following termination or expiration: (i) Supplier shall, to the extent requested by Morgan Stanley, provide technical assistance to transition from the Services to an in-house solution of Morgan Stanley or a third party solution; and (ii) Morgan Stanley shall be entitled to continued provision of the Services by Supplier (at the same fees as in effect immediately prior to termination or expiration) for such exit period as reasonably required to wind-down Morgan Stanley’s then-current use of the Services and complete any such transition.

IT RESELLER MODULE

This Module applies to Orders for the purchase of Hardware and/or licensing of Software (collectively, “**Products**”) from Supplier as a reseller of third party Products and/or (optionally) purchase of support and maintenance Services from Supplier either as a provider or reseller of such support and maintenance Services. For the purposes of this Module, “**Software**” means all software to be provided by Supplier, as set out in the applicable Order. “**Hardware**” means all IT hardware to be provided by Supplier, as set out in the applicable Order.

1. **Supply of Products and Installation.** Supplier shall deliver, or shall procure that the relevant third party Hardware manufacturer and/or third party Software licensor (collectively, “**OEM**”), or one of OEM’s Affiliates, delivers, the Products to Morgan Stanley in accordance with the applicable Order. Delivery of the Software shall be in electronic format only unless otherwise expressly agreed. Prior to delivery, Supplier shall ensure the Hardware has passed Supplier’s own internal quality assurance tests. Supplier shall deliver the Hardware and (in the event of physical delivery) the Software to the location(s) set out in the applicable Order, at its own cost (including the cost of packaging, loading and unloading, carriage, import and export clearance (if relevant) and insurance in transit. Risk in and title to the Hardware shall pass to Morgan Stanley once safely unloaded at the location(s) set out in the applicable Order. Unless the applicable Order specifies otherwise, installation of the Products shall be the responsibility of Morgan Stanley but, if Morgan Stanley so requests, Supplier shall provide such assistance with installation as Morgan Stanley may reasonably require.

2. **Grant of Licence.** Supplier shall procure for Morgan Stanley and its Affiliates from OEM a non-transferable (except as set out in Section 19 of the general terms), worldwide, non-exclusive licence to Use the Software and all associated documentation, and to permit their respective Personnel and third party service providers to do so (provided that Use by any such provider must only be on behalf of Morgan Stanley and/or any of its Affiliates). The foregoing licence shall be perpetual and irrevocable, unless the applicable Order expressly provides that the licence is for a subscription term, in which case, it shall commence on delivery of the Software and, unless sooner terminated in accordance with these Terms or the terms of the applicable Order, continue for an initial term of 12 months and thereafter automatically renew for successive 12-month periods (unless provided in the applicable Order). Use of the Software in any test, quality assurance, stand-by, business continuity and/or disaster recovery mode(s) or environment(s) shall not count against any licence metrics contained in the applicable Order. For the purposes of this Module, “**Use**” means to load, run, deploy, distribute, compile, compress, execute, host, interconnect, access, display, operate, use, support, maintain, copy, back-up, update, upgrade, modify and create derivative works from, including (in each case) where relevant, into memory, cache or on any processing unit, terminal, disk, server, appliance, device, computer or system and in any technology (including virtual or cloud) environment, all through any medium or method now known or invented in the future.

3. **Support and Maintenance.** If the applicable Order includes maintenance Services, Supplier shall, or shall procure that OEM, or one of OEM’s Affiliates, shall: (i) provide support and maintenance in respect of the Products in accordance with the applicable Order; (ii) implement and use the necessary tools and procedures to measure, monitor and report its performance against the relevant service levels; and (iii) provide to Morgan Stanley a regular report detailing Supplier’s service level performance. In the event Supplier acts as a reseller of the support and maintenance Services, OEM shall be identified in the applicable Order. Supplier shall not access, or attempt to access, the Software remotely for the purposes of performing maintenance unless a separate amendment to the applicable Order is entered into between the parties.

4. **Services Data.** As between the parties, Morgan Stanley shall have exclusive title and ownership rights, including all intellectual property rights, throughout the world in all Services Data. To the extent that such rights may not originally vest in Morgan Stanley, Supplier hereby irrevocably assigns, and shall cause all relevant Supplier Personnel irrevocably to assign, to Morgan Stanley (or its designee) all such rights in the Services Data. Supplier shall not, without Morgan Stanley’s prior consent, capture any Usage Data, except to the extent strictly necessary for the purpose of performing Supplier’s obligations under the applicable Order. Morgan Stanley grants to Supplier a limited, revocable, non-transferrable, non-sublicensable, non-exclusive licence to use the Services Data, for the term of the applicable Order, solely for the purpose of performing Supplier’s obligations under the applicable Order. Supplier shall: (i) not dispose of, distribute or otherwise exploit any Services Data; (ii) not assert any lien or other right over any Services Data; (iii) not, without prior written authorization from Morgan Stanley, alter any Services Data in any way; and (iv) provide Morgan Stanley with a log of the Services Data as reasonably requested by Morgan Stanley from time to time. Upon termination or expiration of the applicable Order for any reason, Supplier shall deliver to Morgan Stanley (in a format and by a method reasonably acceptable to Morgan Stanley) all Services Data in Supplier’s and each of its subcontractor’s possession and then, unless otherwise directed by Morgan Stanley, Supplier shall, and shall procure that each of its subcontractors shall, permanently delete all such Services Data (and all copies of it, including from all systems).

5. **Supplier Warranties.** For the purposes of this Module only, the references to “Products” in Sections 10.1 and 10.4 of the general terms do not apply to this Agreement. Supplier warrants that:

5.1 it is a reseller of OEM and duly authorised by OEM to provide the Products and/or Services to Morgan Stanley;

5.2 the Products are new and unused (unless otherwise specified in the applicable Order), of genuine manufacture;

5.3 Supplier transfers title to the Hardware free and clear of any and all liens, claims, limitations and encumbrances, provided that if any of the Hardware includes pre-installed software, Supplier shall procure that OEM grants to Morgan Stanley, its Affiliates, and its and their respective third party service providers, a perpetual, irrevocable, worldwide, non-exclusive licence to use such software; and

5.4 Supplier complies with all applicable laws regarding the import and export of technology.

6. **OEM Warranties.** Supplier shall procure that OEM provides the following warranties in respect of the Products and that they are enforceable by Morgan Stanley directly against OEM to the same extent as they would be if Morgan Stanley had ordered the Products directly from OEM:

6.1 the Products conform to OEM’s written specifications and user, operating and training manuals and guides (if any) concerning the relevant Products (but in the event of any conflict with the description or specification set out in the applicable Order, the Order prevailing), and are free of all defects in design, material and workmanship and capable of performing the purpose for which they are procured as well as any other products of the same kind, size and rated capacity if used under like conditions;

6.2 the Products operate, and throughout the relevant warranty period set out in the applicable Order (or, if no period is there set out, 12 months from the date of delivery) shall continue to operate, properly without fault or defect, or, if any fault or defect does occur, OEM or Supplier shall promptly correct it. Supplier shall ensure that no defective, worn or obsolete Hardware or parts (including disk drives or other data bearing elements) that hold any data (including metadata) leave the possession or premises of Morgan Stanley or any of its Affiliates without Morgan Stanley’s express prior written approval in each instance;

6.3 the Products do not contain or include, and are not designed to interact or interconnect (in any manner) with, and do not require, in order to function in their intended fashion, the use of any third party software or other third party work subject to an open source licence or any ‘copyleft’ terms that: (i) grant, or purport to grant, to any third party any right to or in Morgan Stanley’s or any of its Affiliates’ respective intellectual property rights or other proprietary rights; (ii) could cause, or be interpreted or asserted to cause, any of Morgan Stanley’s or any of its Affiliates’ respective intellectual property or other proprietary materials to become subject to the terms of any open source or similar licence; (iii) require Morgan Stanley or any of its Affiliates to make any source code (or any part or derivative work thereof) available to third parties under any circumstances; or (iv) otherwise subject Morgan Stanley or any of its Affiliates to any obligation not expressly set out in these Terms or the applicable Order;

6.4 unless other specified in the applicable Order, no encryption used in the Products requires an import or export licence; and

6.5 the Products, and their creation, provision, receipt and use, in accordance with the applicable Order: (i) do not infringe or misappropriate any intellectual property or other right of any third party; and (ii) comply with all applicable laws; and OEM shall indemnify Morgan Stanley and its Affiliates against all Losses suffered or incurred, in each case arising out of or relating to any breach or alleged breach of this Clause 6.5. No limitation or exclusion of liability shall apply with respect to any claim arising out of or relating to this Clause 6.5.

6.6 Supplier shall, to the maximum extent it is legally able to do so, procure that the benefit of all other guarantees, representations, warranties and indemnities provided to Supplier by OEM is extended to Morgan Stanley as if Morgan Stanley were a direct customer of OEM.

RECRUITMENT SERVICES MODULE

This Module applies to Orders for the referral and placement by Supplier of suitable candidates for consideration for employment by Morgan Stanley and/or any of its Affiliates. For the purposes of this Module only, Section 3, the first two sentences of Section 8 and Section 10.1(ii) do not apply to this Agreement.

1. **Authorization Requirements.** Supplier shall use Morgan Stanley's designated recruitment system(s), including Taleo, Peoplefluent and/or Salesforce, for the receipt of instructions in relation to candidate searches, the referral of candidates and the electronic submission and tracking of candidates' resumés ("Recruitment System"). Supplier must obtain Recruitment System notification prior to commencing work in relation to any candidate search or referral. Failure to obtain such authorization will preclude Supplier from being entitled to any fee in respect of such search or referral unless written authorization has been obtained from a human resources representative of Morgan Stanley. If authorization is obtained from such human resources representative, it must be retained by Supplier and attached to its invoice in order to be considered a successful placement eligible for any associated recruitment fee to be paid.
2. **Candidate Screening and Briefing.** Supplier shall pre-screen, evaluate, interview and, if required by Morgan Stanley, test each candidate it refers to Morgan Stanley, and shall only refer candidates that it believes, as a result of such efforts, have the qualifications, skills, experience and other capabilities necessary to perform at Morgan Stanley's expected levels of competence and expertise. Supplier shall research and document the employment history and business references of each candidate it refers to Morgan Stanley. Supplier shall ensure that each candidate is fully briefed on the specific position in question, as communicated by Morgan Stanley, as well as the elements of Morgan Stanley's applicable compensation and benefits arrangements. Supplier shall ensure that if a candidate is referred to Morgan Stanley for consideration for more than one position, all the relevant human resource representatives are informed at the time of the submission of such candidate's resumé.
3. **Equal Opportunities.** Supplier shall comply with Morgan Stanley's equal opportunities policy in the treatment, selection and referral of all candidates to Morgan Stanley and its Affiliates.
4. **Candidate Travel and Expenses.** Supplier shall notify Morgan Stanley promptly in the event that any candidate requires travel arrangements (excluding local transportation such as taxi cab, bus, subway or commuter train fare) and all such travel arrangements must be approved in advance by a human resources representative of Morgan Stanley, consistent with Morgan Stanley's policies. In the event that such travel arrangements are required, such arrangements will be made by a human resources representative of Morgan Stanley, unless otherwise agreed upon in writing with Supplier. All candidate expenses must be approved in advance by a human resources representative of Morgan Stanley, and Morgan Stanley shall reimburse them subject to receiving original receipts.
5. **Employment Offer.** Only Morgan Stanley (or one of its Affiliates) can make an offer of employment, and Morgan Stanley reserves the right to reject any candidate presented for any reason. Any such offer is contingent upon a number of additional steps in Morgan Stanley's onboarding process, including background and reference checking, being successfully completed. Candidates are also required to show proof of citizenship or the appropriate right to work documentation on or before their first day of work.
6. **Fee Entitlement.** No fee will be payable in respect of any candidate whose resumé is submitted independently of Supplier. Credit shall be given to the first source that produces the resumé of the candidate employed that was submitted through the Recruitment System. In instances where there is any doubt as to which supplier, if any, is to be treated as the first source of referral, Morgan Stanley's decision shall be final. Unless the parties have expressly agreed, in writing, to the contrary, Supplier shall not be deemed the first source of a referral where more than six months have elapsed from the date of the initial referral to the date of commencement of employment. Where the applicable Order provides that fees are chargeable subject to candidates being made an offer of employment by Morgan Stanley or any of its Affiliates, no fee will be payable (and Supplier shall promptly refund any fee already paid) in respect of such candidate in the event that:
 - 6.1 the candidate is not employed for the particular position for which such candidate was referred by Supplier;
 - 6.2 such candidate is or was, within the two years preceding referral, an employee, contractor or worker of Morgan Stanley or any of its Affiliates;
 - 6.3 the candidate's employment is terminated, or Morgan Stanley (or its relevant Affiliates) withdraws an offer of employment, due such candidate's failure successfully to complete and pass Morgan Stanley's onboarding process;
 - 6.4 the candidate's employment is terminated due to any false or misleading statement or omission made by the candidate or Supplier in the course of such candidate's onboarding process; or
 - 6.5 such candidate's employment is terminated for any other reason, or such candidate resigns, in either case within six months (unless the applicable Order provides otherwise) of the date of commencement of employment.
7. **Termination of Employment.** If any candidate's employment is terminated for any reason, or such candidate resigns, within 12 months of commencement of employment, Supplier shall, upon request, use its best endeavours to refer an appropriate replacement candidate for consideration for the position at no additional cost to Morgan Stanley.