

Accuity Online Look-up Website Terms and Conditions

ORDER FORM TERMS AND CONDITIONS

1. General.

1.1. These Terms and Conditions apply to the Order Form executed by and between Accuity Inc. and/or LNRS Data Services Limited. (both referred to herein as “Accuity”) and the customer identified on the Order Form (“Customer”) (each a “Party”).

1.2. The Products included in the Order Form may be provided by either Accuity Inc. or LNRS Data Services Limited as reseller for Accuity Inc. and Customer agrees that both shall be entitled to enforce these Terms and Conditions as though it were a party to the Order Form.

1.3 Except for provisions pertaining to Intellectual Property, Limitation of Liability, Indemnification, Confidential Information, or Governing Law and Jurisdiction, in the event of any inconsistency between these Terms and Conditions and the Order Form, the terms of the Order Form will govern.

2. Definitions. In addition to any terms defined elsewhere in these Terms and Conditions, the following terms shall have the meanings set forth below:

2.1 “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies a Party, whether through ownership of voting securities, by contract or otherwise.

2.2 “**Authorised User**” or “**User**” means an individual human employee of Customer, and if specifically identified its Affiliates or independent contractors (but excluding any outsourcer, facilities management provider or application service provider) who is authorised by the Order Form and/or these Terms and Conditions to access the Products.

2.3 “**Business Hours**” and “**Business Day**” means 9:00am – 5:00pm (Central Standard Time for Support in the Americas and Greenwich Mean Time for support outside the Americas), any day from Monday through Friday excluding any public holidays applicable to Accuity’s business.

2.4 “**Derivative Work**” means a work based upon or derived from one or more pre-existing works, such as a translation, abridgement, condensing, or any other form in which a work may be recast, transformed, or adapted.

2.5 “**Documentation**” means the current technical and user documentation for the Software, file descriptions and other written information describing the functions and operational characteristics of the Software, or explaining how to install, use, maintain, or support such Software. The Documentation may be modified from time to time to incorporate Enhancements.

2.6 “**Enhancements**” means any updates, upgrades, new releases, corrective programming or other modifications to the Products and Documentation. In the context of Software, “Enhancements” are included as part of Maintenance.

2.7 “**Fees**” means the monies charged to Customer for the Products, Support and/or Services, as applicable.

2.8 “**Hosted Look-up Tool**” means any Product made available to Customer through Accuity’s interface, which allows Authorized Users to search, interrogate, and view data, such as Online Compliance, TGBR, Global Payment Web Service, and IBAN complete, as set out in the relevant Order Form.

2.9 “**Intellectual Property Rights**” means all patent rights, copyrights, trademark rights, service mark rights, trade secret rights, and other similar proprietary rights of any type.

2.10 “**Law**” means any relevant declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body applicable to Accuity.

2.11 “**License Restrictions**” means any restrictions on Customer’s use of the Products as provided for in the Order Form or these Terms and Conditions.

2.12 “**Product(s)**” means the data, software or other content or any part or component thereof, made available to Customer by Accuity.

2.13 “**Scope of Use**” means the description of how Customer is authorised to access and use the Products.

2.14 “**Software**” means the computer software products, in object code format, licensed by Accuity to Customer, if any, as well as related Documentation for such software.

2.15 “**Support**” means the Product support provided by Accuity to Customer as defined in the Order Form or these Terms and Conditions.

3. **Access to Products.**

3.1 License. Subject to compliance with these Terms and Conditions, including but not limited to payment of the applicable Fees and the relevant Scope of Use, Accuity grants to Customer a limited, non-exclusive, non-transferable license to use the Products solely for Customer’s internal business purposes and Customer’s sole benefit.

3.2 Restrictions. Unless otherwise provided for in the Order Form, no Products may be sold to, licensed to, or used by or for the benefit of third parties including Customer’s parent, subsidiaries and/or Affiliates. Customer shall at all times be responsible and liable for all use of the Products.

These Terms and Conditions do not authorize: (1) concurrent use (use of the Products by more than the total number of Authorized Users or sharing of access credentials); (2) the use of robotics or any other automated tools to access or manipulate in any way the Products; or (3) the integration of Products into any Customer or third-party application, database or computer system.

3.3 Notice of Out of Scope Use. Customer shall immediately inform Accuity of any use of the Products that is outside the relevant Scope of Use, agrees to pay any Fees for such additional use and agrees to amend the Order Form or execute a separate agreement to reflect the change in Scope of Use.

3.4 Title. Copies of Products created or transferred pursuant to the Order Form are not sold, and Customer receives no title to or ownership of any copy of the Products and receives no rights to the Products other than those specifically granted herein. Accuity at all times retains title to all Derivative Works, versions, embodiments, Enhancements, all database rights, and Intellectual Property Rights in and to the Products, even if Customer contributes thereto. Accuity does not by these Terms and Conditions convey any proprietary interest or Intellectual Property Rights to Customer. Customer agrees that the Products, including all changes made by anyone to the Products and any materials related to the Products, whether or not supplied by or developed by Accuity, are the valuable property of Accuity. Accuity and its Affiliates reserve all rights not expressly granted by these Terms and Conditions.

3.5 Exclusions. The rights granted to Customer pursuant to these Terms and Conditions expressly exclude the right to offer the Products in any manner as part of Customer's databases, products or services or as a discrete database. Additionally, Customer may not directly or indirectly: (i) authorize any third-party (including Customer's Affiliates, clients, customers, suppliers, former employees, or members of the public) to access, use or copy the Products or to resell or redistribute the Products; (ii) provide to others any copy or version of the Products; (iii) remove any copyright or other proprietary rights notice included in the Products; or (iv) modify, create derivative works from, distribute, sublicense, reverse engineer, compile, disassemble, or otherwise attempt to derive any source code from the Products.

3.6 External Links. The Products may contain links to third-party external sites, including but not limited to government regulators. Accuity and its Affiliates are not responsible for and have no control over the content of such sites and, to the extent permissible by Law, disclaim all responsibility and liability in relation to information available on such sites or accessible from the Products.

3.7 Enhancements. Accuity may provide Enhancements to the Products. Customer acknowledges that failure to promptly and adequately implement any Enhancements issued by Accuity may render certain Products unusable or nonconforming and Customer agrees to assume all risks arising therefrom. The failure by Customer to implement any Enhancement to any Products shall relieve Accuity of any obligation to provide continued Maintenance or Support for those Products.

3.8 Usernames and Passwords. Where relevant, Accuity will allocate a username and password to each Authorised User. Usernames are unique to the named individual Authorised User and may not be shared, transferred or utilized by anyone other than the named Authorized User. Accuity may alter usernames and/or passwords in accordance with its standard security procedures and shall inform Customer accordingly. Customer shall promptly notify Accuity if it becomes aware or suspects that any non-Authorised User has obtained a password or accessed the Products.

3.9 Hosted Look-Up Tool Maintenance. Accuity reserves the right to make changes to Hosted Look-Up Tools or any part thereof, including but not limited to the following: (i) changes in the maintenance hours and in user identification procedures provided that Accuity will not make changes in the maintenance hours except in the case of emergency without giving at least fourteen (14) days' notice to Customer; (ii) to add, amend, delete or otherwise alter any or all of the Products; and (iii) to withdraw the Hosted Look-Up Tool from any particular network or to make the Hosted Look-Up Tool available through any additional or alternative network.

4. Fees, Payment and Invoicing.

4.1 General. The Fees that may be due to Accuity in connection with an Order Form shall be set forth in the Order Form. Unless otherwise stated in the Order Form, annual Fees will automatically be increased by 8% per year, compounded. Customer's breach of this Section 4, or the corresponding portions of any Order Form, shall be construed as a material breach of these Terms and Conditions. All Fees paid by Customer are non-refundable with no right to a set-off.

4.2 Taxes. The Fees set out in the Order Form do not include Value Added Taxes, sales taxes or any other taxes or duties ("**Taxes**"). Applicable Taxes will be included in Accuity's invoices. Except for Taxes based upon Accuity's net income, Customer shall be responsible for all other Taxes, interest or penalties arising in connection with the performance of these Terms and Conditions. Where Customer is exempt by law from applicable Taxes, the Customer shall provide a bona-fide exemption certificate to the Accuity.

4.3 Payment. Customer shall make all payments to Accuity in accordance with instructions on the invoice, which shall include a due date of thirty (30) days from the receipt of the invoice. Should Customer dispute any portion of an invoice, Customer shall promptly notify Accuity of all such disputes, in sufficient detail so Accuity may reasonably assess and respond to the dispute. Pending resolution of the dispute, Customer agrees to pay all undisputed portions of any invoice.

4.4 Suspension of Products. Accuity may suspend access to, and use of, all Products, Support and any Enhancements until all undisputed portions of any outstanding invoice have been paid in full. Upon payment of undisputed past due invoices, Accuity will reinstate access and use.

4.5 Fees for Use Outside of License Restrictions. If Accuity learns Customer has exceeded the relevant Scope of Use and/or is not in compliance with any Restrictions on Use, then in addition to any other remedies that Accuity may have, including the right to suspend access to, and use of, all

Products, Support and any Enhancements, Customer shall pay to Accuity the applicable Fees proportionate to such use and Customer agrees to amend the Order Form or execute a separate agreement to reflect actual usage.

4.6 Purchase Order Number. If Customer requires a purchase order number or similar information to process or pay any Accuity invoice, Customer must provide Accuity with the required purchase order information at or before the execution of the Order Form. Any requirement for a purchase order number or similar information does not affect or otherwise relieve Customer's obligation to timely pay any invoice.

5. **Warranties.** Each Party represents and warrants that it shall comply with all applicable Laws in connection with the supply, receipt or use of the Products. Accuity warrants that it owns or has the authority to license or grant the right to use the Products. Accuity further warrants that it will use commercially reasonable efforts to ensure that at the time of delivery the Products will not knowingly contain computer viruses, malware, or any other computer code, files, or programs designed to damage or obtain unauthorized access to any data or other information of Customer, such as those commonly known as "Trojan horses". The foregoing does not include any software lock or other technical mechanism that is incorporated into the Software to manage proper use.

5.1 Provision of Data. DATA IS PROVIDED "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PRIVACY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (A) ACCUITY DOES NOT REPRESENT OR WARRANT THAT THE DATA OR ACCESS THERETO WILL BE UNINTERRUPTED OR ERROR-FREE; B) ACCUITY DOES NOT REPRESENT OR WARRANT THE CORRECTNESS OR COMPLETENESS OF THE DATA; AND/OR (C) ACCUITY HAS NO OBLIGATION TO INDEMNIFY AGAINST ANY CLAIM ARISING OUT OF OR RELATED TO THE DATA, INCLUDING WITHOUT LIMITATION CLAIMS OF VIOLATION OF PRIVACY RIGHTS. Portions of the Data provided hereunder are derived from public sources and will be subject to source availability and content changes implemented by source. Certain content may be summarised, and all information should be considered within the full context available in the third-party sources to which source links are provided. Accuity is not responsible for the content of third-party sources. Customer shall be responsible for its own conclusions based on relationships and categories in the information provided by third-party sources. Due to the nature of public record information, the public records and commercially available data sources used by Accuity may be incomplete and contain inaccurate information or errors. Customer shall independently verify all Data pursuant to its own policies and procedures.

5.2 For those Customers in the U.S. or otherwise subject to U.S. laws, Customer acknowledges Accuity is not a consumer reporting agency and none of the Products constitute a 'consumer report'

as such term is defined in the Federal Fair Credit Reporting Act (FCRA), 15 U.S.C. sec. 1681 et seq. The Data provided to Customer may not be used as a factor in consumer debt collection decisioning, establishing a consumer's eligibility for credit, insurance, employment, government benefits, or housing, or for any other purpose authorized under the FCRA. By accessing the Products, Customer agrees not to use the Products for any purpose authorized under the FCRA or in relation to taking an adverse action relating to a consumer application.

5.3 Provision of Software. EXCEPT FOR THE EXPRESS WARRANTIES MADE HEREIN, ACCUITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACCUITY DOES NOT WARRANT THAT SOFTWARE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. ACCUITY PROVIDES NO WARRANTY REGARDING, AND WILL HAVE NO RESPONSIBILITY FOR, ANY CLAIM ARISING OUT OF: (A) A MODIFICATION OF THE SOFTWARE MADE BY ANYONE OTHER THAN ACCUITY, UNLESS ACCUITY APPROVES SUCH MODIFICATION IN WRITING; OR (B) USE OF THE SOFTWARE IN COMBINATION WITH ANY OPERATING SYSTEM NOT AUTHORIZED IN THE DOCUMENTATION OR WITH HARDWARE OR SOFTWARE SPECIFICALLY FORBIDDEN BY THE DOCUMENTATION.

5.4 Third-Party Components. ACCUITY SHALL PASS THROUGH TO CUSTOMER ANY WARRANTY RIGHT IT RECEIVES FROM A THIRD-PARTY PROVIDER OF SYSTEM COMPONENTS NOT AUTHORED OR MANUFACTURED BY CUSTOMER ("THIRD-PARTY COMPONENTS") AND SHALL REASONABLY COOPERATE WITH CUSTOMER IN ENFORCING SUCH RIGHTS, AT CUSTOMER'S EXPENSE. ACCUITY PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED WITH REGARD TO THIRD-PARTY COMPONENTS, AND ACCUITY WILL NOT BE LIABLE FOR ANY FAILURE OF ANY THIRD-PARTY COMPONENT TO FUNCTION AS EXPECTED OR INTENDED.

5.5 Defects. Accuity's sole and exclusive liability, and Customer's sole and exclusive remedy, with respect to a defect in method in which any Licensed Material is delivered shall be limited to Accuity's obligation to resupply the relevant materials.

6. Confidentiality.

6.1 Confidential Information. All information disclosed (by whatever means, and whether directly or indirectly on before or after the date of the Order Form) by either Party (the "**Disclosing Party**") (or the Disclosing Party's Affiliates, subcontractors, agents, consultants or employees) to the other Party (the "**Receiving Party**") (or the Receiving Party's subcontractors, agents, consultants or employees), which relates to the Disclosing Party's or its Affiliates' business, including any information of a confidential nature relating to the products, operations, processes, plans, intentions, product information, market opportunities or business affairs of the Party or its Affiliates, contractors, suppliers, customers or clients, regardless of form, shall be treated as confidential and proprietary information ("**Confidential Information**") of the Disclosing Party.

6.2 Exceptions. The obligations of confidentiality contained in this Section do not apply to information which is: (i) known to the Receiving Party at the time of disclosure; (ii) received from a third-party who is not bound by an obligation of confidentiality; (iii) through no fault of Receiving Party generally known to third parties; (iv) independently internally developed by the Receiving Party; or (v) required to be disclosed by Law, by a court of competent jurisdiction or by an authoritative regulatory body or stock exchange provided that, if legally permitted to do so, the Receiving Party gives the Disclosing Party notice of the disclosure and (a) consults with the Disclosing Party as to how any disclosure of Confidential Information may be minimized; and (b) cooperates with the Disclosing Party in its attempts to minimize the disclosure.

6.3 Non-Disclosure. Confidential Information may be shared with the Receiving Party's employees, Affiliates, attorneys, advisors, agents, contractors and service providers, provided they have a need to know the Confidential Information and the Receiving Party shall procure they: (i) keep confidential the Confidential Information of the Disclosing Party using no less than a reasonable degree of care; (ii) not disclose the Confidential Information of the Disclosing Party to any person, other than in accordance with these Terms and Conditions it first obtains the written consent of the Disclosing Party; and (iii) not use the Disclosing Party's Confidential Information other than as authorised by these Terms and Conditions or the Disclosing Party.

6.4 Equitable Relief. If the Receiving Party or the Receiving Party's representatives breach this Section 8, the Disclosing Party shall be entitled to seek compensation, injunctive relief and/or specific performance.

7. Personal Information Protection and Security.

7.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section.

7.1.1 "**Affected Party**" means a Party to these Terms and Conditions who experiences a Security Breach.

7.1.2 "**Authorized Users**" means (i) authorized employees; and (ii) any contractors, agents, and auditors who have a need to know or otherwise access Personal Information to enable either Party to perform its obligations under the Order or these Terms and Conditions, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information.

7.1.3 "**Data Protection Laws**" means all data protection laws and regulations in all relevant jurisdictions implicated by the Order and these Terms and Conditions.

7.1.4 "**Personal Information**" means information that identifies or can be used to identify an individual or can be used to authenticate an individual. Except where contrary to Data Protection Laws, business contact information is not by itself deemed to be Personal Information.

7.1.5 "**Security Breach**" means an unauthorized use or disclosure of Personal Information that compromises the security or privacy of the Personal Information.

7.1.6 **“Unauthorized Third-Party”** means any person other than Authorized Employee(s).

7.2 Generally.

7.2.1 If and to the extent that Accuity is processing personal data on behalf of Customer, the terms of the Accuity Data Processing Addendum, as well as any related attendant schedules and addendums, at <https://risk.lexisnexis.com/group/dpa> will apply.

7.2.2 Customer acknowledges and agrees that Accuity may use customer information in alignment with its Privacy Policy available on the Accuity website.

7.2.3 Where applicable, as required of Accuity under the transparency obligations of the Data Protection Laws, Customer shall inform Customer clients, prospects and suppliers whose personal data Accuity receives as a controller that Customer share their personal data with Accuity as described in the applicable Processing Notice at <https://risk.lexisnexis.co.uk/processing-notice>, and Customer shall make available to Accuity all information necessary to demonstrate such compliance with the foregoing.

7.2.4 Customer acknowledges and agrees that the Services provided may include (i) compiling statistical and other information related to the performance, operation and use of the Services, and (ii) using data in aggregated and/or anonymized form for security and operations management or for research and development purposes or other business purposes, provided that such information and data will not identify or serve to identify Customer or any data subject.

7.2.5 Customer acknowledges that the scores, analysis and other insights supplied by Accuity to Customer is not intended to be used as the sole basis for any decision significantly affecting a data subject and that Customer, not Accuity, is responsible for any and all decisions or actions it takes.

7.2.6 If required by law, Customer agrees to obtain employee consent prior to providing employee personal data to Accuity where such personal data will be processed by Accuity.

7.2.7 Both Parties will ensure that Authorised Users have read, understood, and received appropriate instruction so as to comply with the provisions of this Section.

7.2.8 Any contract, vendor agreement, or similar agreement in which a third-party will become an Authorised User must contain the same data protection provisions for Personal Information as is provided in this Section.

7.3 Standard of Care.

7.3.1 Both Parties shall comply with these Terms and Conditions in its collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use, and disclosure of Personal Information under its control or in its possession. Each Party shall be

responsible for, and remain liable to, the other Party for the actions and omissions of all its Authorized Users concerning the treatment of Personal Information as if they were the Party's own actions and omissions.

7.3.2 Both Parties agree and covenant that it shall: (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure; (ii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information was collected, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for its own purposes or for the benefit of anyone other than itself, in each case, without the other Party's prior written consent; and (iii) not, directly or indirectly, disclose Personal Information to any person other than its Authorized Users, without express written consent from the other Party unless and to the extent required by applicable law, in which case each Party shall use best efforts to notify the other Party before such disclosure or as soon thereafter as reasonably possible.

7.4 Information Security. Both Parties shall implement and/or maintain reasonable administrative, physical, and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the these Terms and Conditions.

7.5 Security Breach Procedures.

7.5.1 Both Parties shall notify the other Party of a Security Breach as soon as practicable, but no later than forty-eight (48) hours after confirmation of a Security Breach and the parties shall coordinate with each other to investigate the Security Breach.

7.5.2 The Affected Party shall take reasonable steps to immediately remedy any Security Breach and prevent any further Security Breach at its expense in accordance with applicable laws, regulations and standards. Notwithstanding any other remedy put forth within these Terms and Conditions, in the case of Personal Information uploaded by Customer into Accuity's systems, ACCUITY SHALL NOT BE LIABLE TO CUSTOMER UNDER THESE TERMS AND CONDITIONS FOR ANY DAMAGES OF ANY KIND, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.5.3 Accuity reserves the right to report criminal or civil acts relating to the Customer's use and disclosure of Personal Information to applicable Government Authorities.

7.6 Return or Destruction of Personal Information.

7.6.1 At any time, on written request or upon the termination or expiration of this Agreement or any Order, each Party shall instruct the other, at its discretion, to:

7.6.1.2 promptly return all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of Authorized Users, or

7.6.1.3 securely dispose of all such copies; and

7.6.1.4 certify in writing that such Personal Information has been returned or disposed of securely.

7.6.2 Both Parties reserve the right to retain personal information for legal compliance purposes or because it may be embedded in its electronic or offsite files as part of its systematic back-up and archiving procedures. Any exceptions should be provided in writing, stating that the retained information will not be used for any purposes and will otherwise continue to be bound by its obligations under these Terms and Conditions.

7.7 Material Breach. In the event either Party fails to comply with any of the provisions of this Section, the non-breaching Party may terminate the Order effective immediately upon written notice to the other Party without further liability or obligation to the breaching Party.

7.8. Changes. Accuity may amend this Agreement at any time to change, add to, modify, or remove the Services or data Products or any part of the Services or data Products or to amend any of the terms in this Agreement:

7.8.1 upon as much advanced notice to the Customer as can be practicably given, in order to comply with any modification in Applicable Law, Accuity policies, industry standards, safety requirements, third-party agreements or a Security Breach; or,

7.8.2 unless otherwise required under Data Protection or other relevant Laws, to make changes that do not have a material adverse effect, on:

a. the nature or quality of the Services or data Products; or,

b. either of Accuity's or the Customer's rights and obligations in this Agreement,

but if the Customer demonstrates that any change does have a material adverse effect on a. or b. above, the Customer may terminate the affected Services or data Products as set out in the Agreement and may request a pro-rata credit for any pre-paid Fees for any removed parts of the Service or data Products.

8. Indemnification.

8.1 Indemnification by Accuity. Accuity agrees to defend, indemnify and hold Customer harmless, and at Accuity's option, settle an unaffiliated third-party's valid claim of infringement or misappropriation of a patent, copyright or trademark asserted against Customer arising from Customer's authorised use of the Software (a "**Claim**"), provided: (a) the Software is used as provided by Accuity and in accordance with these Terms and Conditions; (b) Accuity is given prompt, written notice of any Claim; (c) Accuity is given the right to control and direct the

investigation, defense and settlement of each Claim; and (d) Customer reasonably cooperates with Accuity, at Accuity's expense, in connection with the foregoing and makes no admission or offer of settlement without the prior written consent of Accuity. These obligations may not extend, at Accuity's sole discretion, to Claims when related to: (i) a Customer modification of the Software; or (ii) Customer's use of the Software in combination with any other product or service not furnished or authorized by Accuity.

8.2 Remedy. Should the Software become, or in Accuity's opinion is likely to become, the subject of a Claim, Customer shall permit Accuity, at Accuity's option and expense, and as Customer's sole and exclusive remedy: (i) to procure for Customer the right to continue using the Software; (ii) to replace or modify the same so that they become non-infringing; or (iii) to grant Customer a refund of the unused portion of the fees paid by Customer in relation to the relevant Software.

8.3 Indemnification by Customer. Customer shall defend and indemnify Accuity against any third-party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the Products or Services, including without limitation claims by Customer's users or customers, and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information (collectively any "indemnified Claim").

9. Limitations of Liability.

9.1 Limitation on Consequential Damages. Neither Party shall be liable to the other under these Terms and Conditions for any special, incidental, indirect and/or consequential damages of any kind, even if it has been advised of the possibility of such damages.

9.2 Limitations on other Liabilities. In no event will the aggregate liability of either Party, direct or otherwise, arising out of or in connection with these Terms and Conditions exceed the total amount of Fees paid to Accuity by Customer under these Terms and Conditions for the directly preceding twelve (12) month period, regardless of the cause or form of action. The existence of more than one claim in relation to any of the Products or claims under more than one part of these Terms and Conditions shall not enlarge or extend this limit. Customer releases Accuity from all obligations, liability, claims or demands related to the Products supplied by Accuity to Customer under these Terms and Conditions in excess of the limitation provided for in this Section.

9.3 Exceptions to the Limitations. The limitations in this Section do not apply to the obligation to pay Fees, the liability of either Party for the gross negligence, recklessness, or willful misconduct of the Party or its employees or agents, the breach of the provisions in Sections 3.1 and 3.2 related to the license grant or right to use, or to the Parties indemnity obligations.

10. Term.

10.1 Term of the Order(s). Each Order shall set forth the Initial Term of the license for or right to use the Products identified therein. After expiration of the Initial Term, the Order Form shall renew

automatically on each annual anniversary date thereafter. Such automatic renewals (each a “**Renewal Term**”) shall have a term of one (1) year. Either Accuity or Customer may cancel in writing a Renewal Term if notice is provided to the other Party at least sixty (60) days prior to the start of that Renewal Term.

10.2 Termination for Cause. The Order Form may be terminated by either Party before the expiration of any Term on written notice if the other Party: (i) breaches any material confidentiality or non-disclosure obligation; (ii) breaches any other material term or condition and fails to remedy the breach within thirty (30) days after receiving notice or said breach; (iii) becomes the subject of any voluntary or involuntary proceeding for bankruptcy or any insolvency proceeding; or (iv) ceases to be actively engaged in business. The Order Form may be terminated immediately by either Party without liability in the event the other Party, any permitted beneficiary or any Authorised User under these Terms and Conditions, is listed on any sanctions regimes of the European Union, United Kingdom, United Nations or United States of America’s regulatory authorities. For the avoidance of doubt, in the event of termination for any reason, and subject to any Indemnification obligation, no prepaid fees shall be refunded to Customer.

10.3 Effects of Termination. Upon termination of the Order Form or these Terms and Conditions, the relevant license or right to use the Products will terminate and Customer shall cease all use of the Products, except as provided in Section 10.4.

10.4 Data Removal. Upon termination of the Order Form or these Terms and Conditions, and subject to the exceptions listed herein, Customer shall: (i) discontinue all use of the terminated Products; (ii) destroy all terminated Products; (iii) purge all copies (backup or otherwise) of the terminated Products; (iv) destroy all Confidential Information provided under these Terms and Conditions; and (v) provide written certification to Accuity by an officer or equivalent of Customer that the Products and Confidential Information have been deleted or otherwise destroyed. Customer may keep relevant extracts of the Products as required for Regulatory Purposes (“**Stored Material**”). For the sake of clarity, Stored Material may be retained for the sole purpose of evidencing as part of an audit that appropriate verification and identification procedures were performed as required by Law in relation to the inquiries carried out by Customer using the Products (“**Regulatory Purposes**”). Customer may retain the Stored Material for such period as required by applicable Law. The Stored Material may be shown to, and copies thereof provided to, agencies of governments having jurisdiction to the extent required by applicable Law and Customer shall use reasonable commercial means to require the confidential treatment of the Stored Material that is disclosed. Stored Material may not be accessed or used for any other purposes. Upon termination of the Order Form or these Terms and Conditions, subject to the exceptions listed herein, Accuity shall: (a) delete or destroy all of Customer’s Confidential Information; and (b) provide written certification by an officer or equivalent to Customer that the Confidential Information has been deleted or otherwise destroyed. The obligations of either Party to delete or destroy Confidential Information do not apply to back up tapes or similar sources of stored data, which by their nature make deletion or destruction impractical (“**Backup Data**”). It is expressly understood by

both parties that Backup Data will be deleted, destroyed or purged pursuant to each Party's relevant data retention policies and Backup Data may not be used for any purpose other than Regulatory Purposes.

11. Usage and Verification. Customer agrees and shall ensure anyone else authorized to access the Products, shall keep an accurate record of the usage of all Products. Upon ten (10) days written notice, Accuity or its designated third-party is entitled to verify Customer's compliance with the terms of these Terms and Conditions and at all locations and for all environments in which Customer uses the Products. Such verification may take written or in person form, and except in instances where Accuity has a reasonable basis to suspect a material deviation from the use authorized by these Terms and Conditions, will take place no more than one (1) time per any twelve (12) month period during normal business hours, in a manner that minimizes disruption to Customer's work environment. In the event of an in-person verification, such verification will be at Accuity's sole cost and expense. Accuity may use an independent third-party under obligations of confidentiality to provide assistance. If written verification is requested, such verification will be certified by an officer or equivalent representative of Customer authorized to provide such verification. Accuity will notify Customer in writing if any such verification indicates that Customer has used the Products in excess of the use authorized by these Terms and Conditions. In the event of proven unauthorized use, Customer agrees to promptly execute an amendment to these Terms and Conditions and pay all associated Fees to Accuity, including, but not limited to: (i) any excess use; and (ii) any additional charges determined as a result of such verification.

12. Assignment. Customer may not assign or transfer its interest, rights or obligations in or under these Terms and Conditions by written agreement, merger, consolidation, operation of law, or otherwise, without Accuity's prior written consent, which consent may not be unreasonably withheld. Any attempt to assign by Customer without consent shall be null and void.

13. Notices. Notice will be deemed effective when sent by registered or certified mail, return receipt requested, or by reputable overnight courier, to the Customer contact and addresses listed in the Order Form, or with regard to Accuity by sending to Accuity Inc., 1007 Church St., Ste. 600, Evanston, IL 60201, Attn: Managing Director, with a copy to Accuity General Counsel.

14. Miscellaneous.

14.1 Entire. The Order Form and these Terms and Conditions set forth the entire understanding between the Parties with respect to the subject matter and supersedes all prior and contemporaneous representations, discussions, negotiations, letters, proposals, agreements, and understandings between the Parties with respect to the subject matter, whether written or oral.

14.2 Headings. Headings are for reference purposes only.

14.3 Waiver. Any waiver, amendment or modification of these Terms and Conditions shall not be effective unless made in writing and signed by both Parties. No waiver of any breach, privilege or

provision of these Terms and Conditions will be construed as a waiver of any rights or remedies arising from any other breach, privilege or provision.

14.4 Force Majeure. Neither Party shall be deemed to be in default of any provision of these Terms and Conditions or be liable to the other Party or to any third-party for any delay, error, failure in performance or interruption of performance resulting directly or indirectly from causes beyond that Party's reasonable control. Such causes shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, laws or governmental regulations imposed after the fact, fire, communication failures, power failures, earthquakes or other disasters. The period of performance shall be extended to such extent as may be appropriate after the cause of the delay has been removed. If any excusable delay or failure to perform by a Party exceeds thirty (30) days, the other Party shall have the right to terminate these Terms and Conditions without liability. This provision shall not relieve Customer from paying any fees due under the Order Form.

14.5 Severability. If any terms of these Terms and Conditions are determined to be unenforceable, the remaining terms will continue in full force and effect, and these terms will be construed as if the unenforceable term had never existed.

14.6 Governing Law and Jurisdiction. These Terms and Conditions and all disputes arising out of or related to these Terms and Conditions (whether in contract, tort or otherwise), without reference to any conflicts of law principle that would apply the substantive laws of another jurisdiction to the Parties' rights or duties, the 1980 United Nations Convention on Contracts for International Sales of Goods, or other international laws, will for Customers in the Americas be governed solely by and construed in accordance with the laws of the State of New York and for customers outside the Americas be governed solely by and construed in accordance with the laws of England and Wales. Customers in the Americas consent to the exclusive jurisdiction of the state and/or federal courts in the State of New York in the USA and for Customers outside the America, the exclusive jurisdiction of the courts of England and Wales. The Parties irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or related to these Terms and Conditions.

14.7 These Terms and Conditions set forth the entire understanding and agreement between the Parties regarding the subject matter hereof and supersedes any previous agreements whether written or oral regarding such subject matter, other than any confidentiality or non-disclosure agreement and any express terms agreed in an Order Form. These Terms and Conditions may be amended only in writing when signed by both Parties, except that Accuity may update the terms on Accuity's website incorporated by reference by posting updated terms on the website. The terms located at a URL referenced in this Agreement are incorporated by reference into the Agreement. Accuity may provide an updated URL in place of any URL in this Agreement.

Third Party Data Terms and Conditions applicable for Database Solutions, Sorting Codes Electronic, Sorting Codes Electronic EISCD, Global Payment File

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