

# Integrated Data Products Terms and Conditions

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## 1. General

1.1 These terms and conditions apply to the Licensed Material (defined below) licensed by LNRS Data Services Limited ('LNRS') to the customer named (the "Customer") on the applicable Accuity Integrated Data Product Subscription Order Form or any separate agreement that may exist between LNRS and such Customer (together with these terms and conditions, "the Order") for the supply of the Accuity integrated data product(s) selected by the Customer and specified on the Order ("the Products") and the use of the data, information and editorial content and software (together 'Licensed Material') included in the Products.

1.2 Products included on the order form may be provided by LNRS's affiliate, Accuity Inc. ("Accuity"). Licensed Material contained in such Products is supplied by LNRS under license from Accuity. The Customer agrees that Accuity shall be entitled to enforce these terms and conditions in respect of such Licensed Materials as though it were a party to the Order.

1.3 The Order shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.

## 2. Access to the Product

2.1 The Customer will comply with any instructions relating to the security of the Products issued by LNRS. A specially designated username and password will be allocated by LNRS to the Customer or named employees of the Customer who are authorised to access and use the Products ('Authorised Users') for the sole use of the Customer or Authorised Users to access the Products and the Licensed Material. Usernames are unique to the named individual Authorised User and must not be shared or transferred. LNRS may alter usernames and/or passwords from time to time in accordance with its standard security procedures and shall inform the Customer accordingly.

2.2 The Customer shall notify LNRS promptly if it becomes aware or suspects that any unauthorised person has obtained a password. LNRS will alter the password and inform the Customer accordingly. Where the Customer notifies LNRS by telephone, such notification shall be confirmed in writing by the Customer within 48 (forty eight) hours.

## 3. Licence

3.1 LNRS grants to the Customer a non-exclusive, non-transferable licence for the Customer and its Authorised Users to access and use the Products and the Licensed Material for its internal business use only solely on the Customer's computer system at the sites/locations (if any) specified on the Order and limited as specified in the Order to the number of transactions, accounts, users, locations, installations, types of transactions, or otherwise (together 'Scope of Use'). Unless specifically authorised in the Order, access to the Licensed Material by any persons other than Authorised Users,

including but not limited to the Customer's affiliates, clients, customers, suppliers, former employees, or members of the public desiring information drawn from the Licensed Materials is expressly prohibited.

3.2 Customer shall keep an accurate record of usage of the Licensed Materials. LNRS may, by giving no less than ten (10) days notice in writing, require Customer to provide written verification, certified by an officer of Customer, that all Products and Licensed Materials are being used in accordance with the Order and these terms and conditions (including the Scope of Use). LNRS may, alternatively or additionally, at its option, require Customer to submit to an audit of Customer's usage and records to ensure that Customer is using the Licensed Materials in compliance with the Scope of Use and is otherwise complying with these terms and conditions. Customer agrees to provide access to its premises and its relevant documentation to any internal or external auditors or examiners of LNRS for the purposes of any such audit. Any such audit examination will be conducted during normal business hours and on no less than ten (10) days written notice. Customer will cooperate fully with LNRS and/or its agent and allow inspection of all relevant books and records. Except where LNRS has reasonable grounds to suspect non compliance by the Customer with the Scope of Use or these terms and conditions LNRS will not require a verification of use or carry out an audit under this Section more than once in any 12 month period.

3.4 The Customer hereby acknowledges that the copyright, database rights and all other intellectual property rights comprised in or relating to the Licensed Material and all compilations thereof and in documentation supplied by LNRS pursuant to the Products ("Documentation") are and shall remain the sole property of LNRS, Accuity or (as applicable) their third party licensors. Save as expressly permitted hereunder, no part of the Licensed Materials or Documentation may be reproduced in any form or by any means and may not be used to prepare or compile directories, database, mailing lists or other derivative works without the prior written permission of LNRS.

RELX and the RE symbol are trade marks of RELX Group plc, used under license.

3.5 The Customer may not:

- (a) distribute Licensed Materials to any party other than Authorised Users ("Unauthorised Persons");
- (b) re-sell or redistribute the Product or any parts of the Licensed Material to others;
- (c) make the Product or any Licensed Material available to Unauthorised Persons on a local area network, a wide area network or on any intranet or extranet;
- (d) abstract, download, store, reproduce, transmit, display, copy or use the Licensed Materials other than as permitted above;
- (e) remove any copyright or other proprietary rights notice contained or included in the Licensed Materials;
- (f) use or authorise the use of software incorporated in the Product ('Licensed Software') other than as part of the Products; or
- (g) except as permitted by applicable law modify, reverse engineer or decompile the Licensed Software.

3.6 Additional terms and conditions relating to the license of credit ratings and other third party data are incorporated into the Agreement and available by following this link.

#### **4. Software Support**

In relation to the software included in the Product ('Licensed Software') LNRS will make available (ii) telephone support during the service hours and on the terms and conditions specified in the Product support policy [link]; and (ii) all releases, modifications, refinements, and enhancements which are made available as part of the Product and are not separately or additionally priced or marketed. Customer acknowledges that failure promptly to implement any solutions, corrections, modifications, enhancements or new releases issued by LNRS or Accuity relating to the Licensed Software may render the Licensed Materials unusable or nonconforming to system documentation and Customer agrees to assume all risks arising therefrom. Any unauthorised modification made to the Licensed Software by or on behalf of Customer shall invalidate LNRS's and Accuity's support obligations.

#### **5. No Warranties**

5.1 To the extent permitted by applicable law, LNRS makes no express warranty or representation regarding the Products or the Licensed Materials and excludes any implied warranties including but not limited to any implied warranty that the information contained in the Licensed Materials is accurate or up to date or that it is suitable for any particular purpose. All conditions, warranties or representation express or implied as to the operation or supply of the Product are hereby expressly excluded.

#### **6. Licence Fee**

6.1 The Customer will pay the fee payable to LNRS as set out in the Order or otherwise communicated to the Customer by LNRS, together with applicable value added tax or other sales tax, in the manner provided in the Agreement or Order Form. LNRS may assess and collect late charges on past due invoices of up to one and one half (1 ½) percent per month or the highest amount permitted by law, whichever is lower.

#### **7. Limitation of Liability; Indemnification**

7.1 The total aggregate liability of LNRS, Accuity and their licensors to the Customer for any direct loss arising out of the use of any Product by the Customer or its Authorised Users is limited to an amount equal to the aggregate amount paid by the Customer to LNRS for the use of the Product during the period of 12 months prior to the date the loss was incurred.

7.2 None of LNRS, Accuity or their licensors will be liable to the Customer for any indirect or consequential loss or damage including without limitation economic loss arising out of the Customer's use of the Product or otherwise arising out of the Order whether or not the possibility of such loss or damage was notified to LNRS or Accuity or was within their contemplation.

7.3 Nothing in these terms and conditions is intended to limit the liability of any person for death or personal injury caused by the negligence of that person, its employees or agents or for fraud, except to the extent permitted by applicable law.

7.4 While the employees, servants and agents of LNRS and Accuity may be authorised to assist the Customer by means of help-desk and support facilities, any assistance given by such employee, servant or agent shall be solely at the Customer's risk and neither LNRS nor Accuity will be liable for any loss or damage suffered by the Customer arising there from.

7.5 The Customer shall indemnify LNRS and Accuity against any liabilities, losses, damages, costs or expenses whatsoever caused incurred by LNRS directly or indirectly as a result of any claim or course of action made or instituted against LNRS by any third party arising from the unauthorised use of the Products by the Customer or its Authorised Users.

7.6 LNRS will defend, indemnify and hold Customer harmless, and at LNRS's option, settle any action or proceeding of any kind or description based upon a third party's claim of patent, copyright or trademark infringement asserted against Customer in relation to the Licensed Materials (a 'Claim'), provided: (i) the Licensed Materials are used as provided by LNRS; (ii) LNRS is given prompt, written notice of any such claim; (iii) LNRS is given the right to control and direct the investigation, the defense and settlement of each such Claim; and (iv) Customer reasonably cooperates with LNRS, at LNRS's expense, in connection with the foregoing and makes no admission or offer of settlement without the prior written authority of LNRS. This indemnity does not extend to any modifications to the Licensed Materials by the Customer where; (i) such modification is the cause of the Claim; or (ii) the Customer's use of the Licensed Materials in combination with any other product or resource not furnished or authorised by the LNRS where such combination is the cause of the Claim. Should the Licensed Materials, become, or in LNRS's opinion are likely to become, the subject of a Claim, Customer shall permit LNRS, at LNRS's option and expense, and as Customer's sole and exclusive remedy, either: (i) to procure for the Customer the right to continue using the Licensed Materials; (ii) to replace or modify the same so that they become non-infringing; or (iii) to grant the Customer a refund of the unused portion of the fees paid by the Customer in relation to the relevant Licensed Materials.

7.7 The Products may contain links to external sites. LNRS and Accuity 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 via hypertext links.

## **8. Use of the Products**

8.1 The Customer shall use the Products and the Licensed Materials in accordance with all laws and regulations applicable to the Customer.

8.2 It shall be the responsibility of the Customer to ensure that its terminals and other associated equipment are compatible with the requirements of the Products and the Customer shall pay all relevant charges associated with such hardware, equipment or other network components of Customer.

8.3 The Customer shall ensure that any copies of the Licensed Material are deleted from its equipment before disposal of the equipment.

## **9. Confidentiality and Data Protection**

9.1 All information disclosed (by whatever means, and whether directly or indirectly by LNRS or the Customer ('the Disclosing Party') (or the Disclosing Party's subcontractors, agents, consultants or employees) to the other (the Receiving Party') (or the Receiving Party's subcontractors, agents, consultants or employees) and which relates to the Disclosing Party's 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 Disclosing Party or its contractors, suppliers, customers, clients or affiliates, shall be treated as confidential and proprietary information ('Confidential Information') of the Disclosing Party.

9.2 The obligations of confidentiality contained in this clause shall not apply to information which: (i) is known to the Receiving Party at the time of disclosure; (ii) is independently received by the Receiving Party without obligations of confidentiality from a third party which has the legal right to give such information; (iii) is generally known to third parties through no fault or action of the Receiving Party; (iv) is internally developed by the Receiving Party independently of and wholly without knowledge of the information; (v) is lawfully disclosed to the Receiving Party by a third party which makes such disclosure without a breach of any secrecy or nondisclosure agreement; and (vi) information which the Receiving Party is required to disclose by law, by a court of competent jurisdiction or by a regulatory body or stock exchange with authority over its business or securities' provided that, if legally permitted to do so, the Receiving Party gives the Disclosing Party as much notice of the disclosure as is practicable and (i) consults reasonably with the Disclosing Party as to how any disclosure of confidential Information may be minimised and (ii) co-operates with the disclosing Party in its attempts to minimise such disclosure.

9.3 The Receiving Party shall and shall use all reasonable efforts to procure that its employees and agents shall (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 unless it first obtains the written consent of the Disclosing Party; and (iii) not use the other Party's Confidential Information other than for the purposes of or as authorised by these terms and conditions or the Disclosing Party.

9.4 Each party shall comply with all data protection and privacy regulations applicable to it in respect of any personally identifying information relating to any individual ('personal data') contained in the Licensed Materials. The Customer may make no use of such personal data except as expressly authorised by the Product or by applicable law.

9.5 The Customer authorises LNRS to set such cookies (as defined by Directive 2009/136/EC ('the Directive')) on the computers of Authorised Users in the European Union as are necessary for the purpose of enabling Authorised Users to use and operate the Product. LNRS acknowledges that it is responsible for obtaining any other permission required from Authorised Users under the Directive to set cookies which collect personal data relating to Authorised Users.

## **10. Termination**

10.1 Without prejudice to any other right or remedy which may be available to it LNRS may terminate the Order immediately if:

(a) the Customer is in breach of clause 3 above; (b) the Customer fails to make any payment to LNRS within 14 (fourteen) days of the due date or is otherwise in breach of the Order and fails to remedy such breach within 14 (fourteen) days after written notice from LNRS specifying the breach and requiring it to be remedied; or (c) the Customer at any time becomes insolvent or bankrupt (or the equivalent in any jurisdiction) or enters into any arrangements with or for the benefit of its creditors or be wound up compulsorily or voluntarily (otherwise than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver appointed of all or any part of its undertaking or assets ceases or threatens to cease to carry on business.

10.2 Upon termination for any reason the licenses granted LNRS will cease to make the Products available to the Customer, all indebtedness of the Customer to LNRS shall become immediately due and the Customer will forthwith return to LNRS all documentation relating to the Products.

10.3 LNRS shall additionally be entitled to suspend supply of the Products to the Customer if it reasonably suspects that the Customer is in breach of these terms and conditions and may impose a reasonable charge to the Customer for restoring the Products.

10.4 The Order may be either suspended or, at LNRS's option, terminated immediately by LNRS without liability in the event that Customer, any permitted beneficiary or any Authorised User is listed on any sanction regimes of the European Union, United Nations or United States of America's regulatory authorities.

10.5 Upon termination for any reason, Customer shall: (a) discontinue all use of the terminated Licensed Materials; (b) return any Licensed Materials on physical media (e.g., CDs, magnetic tape or FTP file), if applicable, unless LNRS requests that such items be destroyed; (c) purge all copies (backup or otherwise) of the Licensed Materials; and (d) provide written certification to LNRS that the Licensed Materials have been returned or destroyed.

## **11. General**

11.1 The Customer may not assign (including in connection with the acquisition of any equity interest of Customer of greater than 25 percent (25%), transfer, mortgage, charge or part with any of its rights,

duties or obligations under the Order to any third party without the prior written consent of LNRS. Any purported assignment will be null and void.

11.2 The order form and these terms and conditions override or supersede any terms of conditions emanating from the Customer and all or any prior promises, representations, understandings, agreements or arrangements oral or written, express or implied, between the parties at any time relating to the supply of the Product and no alteration or amendment shall be effective unless made in writing and signed by a truly authorised signatory of the Customer and LNRS.

11.3 Failure by LNRS to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, shall not be construed as a waiver of its rights under the Order or otherwise.

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

**S.W.I.F.T. SCRL**

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