

**RSG MASTER TERMS AND CONDITIONS – VALID FROM: 1 NOVEMBER 2022 TO 4 JUNE 2023**

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## PART A – CORE TERMS

*This Part A applies to all products and services provided by RSG.*

### **1 CUSTOMER USE**

- 1.1 **These Terms.** Part A of this Agreement applies to all products and/or services made available by RSG, or any Affiliate of RSG, to Customer pursuant to this Agreement.
- 1.2 **Grant of Rights.** Subject to the terms of this Agreement, RSG grants to Customer a non-exclusive, non-transferable, revocable licence, without the right to grant sublicenses, for Customer to access and use the Product in accordance with the Agreement. All uses of the Product and/or any additional products and/or services of RSG not expressly specified in an Order Form or expressly permitted pursuant to this Agreement are prohibited.
- 1.3 **Authorized Users.** Customer may exercise its rights to the Product via its Authorized Users.
- 1.4 **Affiliates.** Except as specifically authorised on an Order Form, the licence granted to Customer shall not extend to Customer Affiliates, and Customer shall not make the Product available to or accessible to its Affiliates without the prior written approval of RSG and the payment of any additional fees agreed between the parties.
- 1.5 **Customer Responsibility.** Customer shall be responsible and liable for the acts and omissions of its Authorized Users and any Permitted Affiliate(s), including all Losses suffered or incurred by RSG in connection with the acts or omissions of such Authorized Users or Permitted Affiliates. Where specified in an Order Form, or otherwise requested by RSG, Customer shall procure that all Authorized Users and any Permitted Affiliates (a) enter into an agreement with RSG in connection with such Authorized User's access to and/or use of the Products or (b) are obliged to comply with terms no less onerous than those granted to Customer pursuant to this Agreement.
- 1.6 **Use Changes.** Customer agrees that any changes to its corporate structure, employees, user numbers or usage may entitle RSG to charge additional fees and Customer shall notify RSG in writing and in advance of any anticipated changes in its use of the Products.
- 1.7 **Use Restrictions.** Except as expressly permitted elsewhere in this Agreement (including on an Order Form), Customer shall not, and shall not encourage or permit any Person without RSG's prior written approval and consent to:
- (a) copy the Product, or any part of it;
  - (b) remove, alter or hide any copyright, trade mark or other notice or code or identifier (including identifying codes associated with any Licensed Content) on or forming part of the Product;
  - (c) create derivative works from or translate any part of the Product;
  - (d) publish, transmit or otherwise communicate the Product to any other person or to the public generally, including by making it available via a file-sharing, time-sharing, service bureau or similar mechanism or by any other means whether presently known or unknown;
  - (e) copy, adapt, modify, reverse engineer or tamper in any way with the Product or any part of it, or create a product that is competitive to any part of the Product;
  - (f) reconfigure or adjust any setting embedded within the Product, including any gateways, interfaces, or ports;
  - (g) sell, loan, transfer, sub-license, hire or otherwise dispose of the Product to any third party;
  - (h) decompile, disassemble, decode or reverse engineer the Product or any part of it or otherwise attempt to derive or gain access to their source code;
  - (i) attempt to circumvent any technological protection mechanism or other security or licensing compliance feature of the Product (including any security feature of data packages created stored or transmitted by any person using any element of RSG's software or services);
  - (j) create internet links to the Product or "frame" or "mirror" the Product in whole or in part, on any other server or device;
  - (k) use any algorithm, application, device, method, software or other automated tool or other means to access, copy, manipulate, or scrape data from the Product in any circumstances;
  - (l) introduce or allow any malware, viruses, trojan horses or other harmful or disabling code on to the Products and/or any of RSG's software or services;
  - (m) use the Product for any unlawful or unauthorised purpose, including any infringement of a third party's copyright or other Intellectual Property Rights; or

(n) allow the Product to become the subject of any charge, lien or encumbrance.

If Customer is legally entitled to do any of the foregoing under provisions of applicable laws that cannot lawfully be excluded, it shall notify RSG prior to exercising that right.

- 1.8 **Legal Requirements.** Customer shall ensure that its use of the Product meets all legal requirements wherever used, and shall promptly notify RSG of any legal requirements that may affect use of the Product or the operation of this Agreement.
- 1.9 **RSG Assurances.** RSG will provide the Product in accordance with laws which apply to RSG and its business, and will perform its obligations under this Agreement with reasonable skill and care.
- 1.10 **Availability.** Where an Order Form states that RSG will provide the Product as a mobile application or software as a service, RSG will use reasonable endeavours to ensure that the Product is available to Customer, excluding downtime for regular or emergency maintenance. RSG makes no representation or warranty that the Product will be available for access all the time, or at any time, on a continuous uninterrupted basis. Time is not of the essence in respect to provision of the Product, and RSG's sole obligation and Customer's sole and exclusive remedy is to request that RSG effect delivery or reinstate service as soon as is practically possible.
- 1.11 **Product Changes.** RSG may update, enhance, withdraw or otherwise change a Product from time to time, and at any time without notice to Customer. Where such change will lead to a material decrease in functionality, RSG will provide Customer with thirty (30) days' notice. During a period of thirty (30) days starting on the day that RSG provides the notice, Customer may, by written notice, terminate the license relating to the affected Product(s). If Customer does not exercise its right to terminate within thirty (30) days from RSG's notice, Customer accepts the changed product, and may no longer exercise this termination right.
- 1.12 **Discontinuation.** RSG may discontinue a Product or a part of a Product, or any support offered for a Product on three months' prior notice to Customer. At the end of such notice period, RSG shall have no obligation to provide or support the Product or version. In the event that RSG discontinues the Product, RSG may either (a) offer Customer a refund of the unused portion of any prepaid fees under the applicable Order Form or (b) make available an alternative product on such additional terms as may be agreed by RSG and Customer in an Order Form.
- 1.13 **Customer Information.** Customer will provide RSG with such information as it may reasonably require concerning Customer's use of the Product and any Derived Data and answers to queries, decisions and approvals which may be reasonably necessary for RSG to comply with its obligations under this Agreement or supply access to the Products to Customer, as the case may be. Customer shall ensure that such information and answers provided to RSG are accurate and complete.
- 1.14 **Usernames and Passwords.** RSG may allocate usernames and passwords to Authorized Users or for Products. Where RSG allocates usernames and passwords, each username and password is unique to the named individual Authorized User and may not be shared, transferred, or utilized by another individual. RSG may alter usernames and/or passwords in accordance with its standard security procedures and will inform Customer of the change. Customer must promptly notify RSG if it becomes aware or suspects that any third party has obtained a password or accessed a Product, and RSG may alter the password and inform Customer accordingly.
- 1.15 **Third party terms.** The Product may contain data or other material provided by RSG's third party licensors. Additional terms may apply to such data or materials, and Customer agrees to comply with all applicable additional terms as communicated or made available by RSG from time to time.
- 1.16 **Reasonable Instructions.** Customer shall comply with the reasonable instructions of RSG in relation to use of the Product.
- 1.17 **Attribution.** Where an Order Form permits the display or other distribution of Licensed Content, such display or distribution must include wording within a reasonable proximity to the Licensed Content acknowledging RSG (or such brand name as RSG may require) as the source of the data, together with (where reasonably possible) such brand logo as RSG may reasonably require.

## 2 FEES AND PAYMENT

- 2.1 Customer shall pay the Fees to RSG within thirty (30) days from the date of an invoice or as otherwise set out in an Order Form. Payment obligations are non-cancellable and fees paid are non-refundable except as stated in this Agreement.
- 2.2 Customer shall promptly respond to any request from RSG requesting details of its use of the Product to enable RSG to calculate and verify the Fees payable by Customer. Customer shall also provide complete and accurate billing and contact information to RSG and notify RSG of any changes to such information.
- 2.3 Fees exclude taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**") except as expressly set out in an invoice. Customer shall pay all Taxes associated with Customer's purchases and use of Product. If RSG has a legal

obligation to pay or collect Taxes, RSG will invoice Customer, and Customer will pay that amount unless Customer provide RSG with a valid tax exemption certificate authorised by the appropriate taxing authority. For clarity, RSG is solely responsible for taxes assessable against RSG based on its income, property and employees.

- 2.4 Where RSG agrees to use invoicing or payment platforms at Customer's request, Customer shall reimburse RSG for costs or expenses incurred by RSG in connection with use of such platforms.
- 2.5 If Fees are not paid in cleared funds by Customer to RSG by the due date for payment, without limiting any other rights it may have, RSG may suspend the Customer's access to the Product in whole or in part on notice to Customer.
- 2.6 Interest will accrue on unpaid amounts from the due date for payment at the lower of three percent (3%) per month or the maximum rate allowed by law. Customer agrees: (a) to pay all costs of collection of overdue Fees, including reasonable legal fees and costs and (b) that RSG may condition future renewals on payment terms shorter than those specified this Agreement if Fees are not received by the due date for payment.
- 2.7 Save as agreed in an Order Form, quantities or usage levels licensed cannot be decreased during the Initial Term. Customer's use of the Products other than as specifically and expressly permitted by this Agreement shall incur additional fees and Customer must pay RSG those additional fees within 30 days of RSG's written demand at (a) the rates set out in the relevant Order Form or SOW or (b) at RSG's then-current market rate, whichever is greater.
- 2.8 RSG may increase Fees annually by the amount or percentage set out in an Order Form or other advance written notice to Customer. An increase in Fees shall apply from the anniversary of the Effective Date, unless otherwise indicated by RSG.

### 3 COMPLIANCE WITH LAWS AND STANDARDS

Customer shall at all times comply, at its own expense, with all applicable laws (including but not limited to export laws and sanctions), statutes, ordinances, government regulations and codes in connection with its use of the Product.

### 4 INTELLECTUAL PROPERTY

- 4.1 **Customer Rights.** All right, title and interest in Contributed Data, as between Customer and RSG, remains with Customer, and RSG acquires no rights in Contributed Data save for those granted by this Agreement or as otherwise agreed in writing between the parties.
- 4.2 **Customer Acknowledgments.** Customer acknowledges that:
- (a) RSG or its Affiliates or its or their licensors own all Intellectual Property Rights in and to the Product;
  - (b) it does not now and will not at any time have, own, or acquire in the future any copyright or any other Intellectual Property Rights in the Product or any part of it; and
  - (c) the Product contains proprietary and Confidential Information of RSG and its Affiliates and its or their licensors.
- 4.3 Customer shall not (except as permitted under this Agreement or as otherwise agreed in writing by RSG) use or exploit for any purpose whatever (including to the financial detriment or commercial disadvantage of RSG) any of RSG's or its Affiliates' Intellectual Property Rights or Confidential Information and shall prevent its Authorized Users and other personnel from doing so. RELX and the RE symbol are trademarks of RELX Group plc, used under licence.
- 4.4 Customer undertakes that it shall not use, or attempt to use, any of RSG's Intellectual Property Rights or any trade marks or names that are or may reasonably be regarded as being confusingly similar to RSG's Intellectual Property Rights, including, without limitation, any Intellectual Property Rights that may exist in any of RSG's trade marks and/or trade names, without the grant of an express license in writing from RSG.

### 5 INDEMNITIES

- 5.1 **RSG Indemnity.** Subject to clause 5.3, RSG shall indemnify Customer and keep Customer indemnified from and against all costs payable to a third party arising out of or in connection with any third party claim, demand or action alleging that the Product, as provided by RSG, infringes any Intellectual Property Rights of a third party.
- 5.2 **Customer Indemnity.** Subject to clause 5.3, Customer shall on demand indemnify RSG and keep RSG indemnified from and against all Losses incurred by RSG arising out of or in connection with: (a) the use of the Product in breach of this Agreement or in breach of applicable law by the Customer or its Authorized Users; (b) any Contributed Data, data, information, materials or other content provided to RSG, or Derived Data, and (c) without prejudice to the generality of clause (b), any third party claim, demand or action alleging that Contributed Data, as provided by Customer or its Authorized User, infringes any Intellectual Property Rights of a third party.

- 5.3 Procedure for Claims. Where there is an actual, threatened or suspected third party action, demand or claim under this clause 5 (Indemnities) (“Claim”):
- (a) the party against whom the Claim is made (the “Indemnified party”) shall promptly notify the other party (the “Indemnifying party”) of the Claim;
  - (b) the Indemnifying party shall have the sole conduct of all negotiations and litigation, and settle all litigation, arising from the Claim;
  - (c) the Indemnified party shall provide the Indemnifying party with all such available information and assistance as the Indemnifying party may reasonably require; and
  - (d) the Indemnified party shall make no admissions in respect of the Claim or by any act or omission limit the Indemnifying party’s ability to defend or settle the Claim.

and RSG shall have no liability to Customer if Customer does not comply with the provisions of this clause 5.3.

- 5.4 Exclusions. RSG shall not have any liability to Customer if a Claim arises as a result of:
- (a) any modification of the Product in whole or in part by anyone other than RSG or its authorised representatives;
  - (b) use of the Product by or on behalf of Customer in a manner not contemplated by this Agreement;
  - (c) use of the Product in conjunction with other software, hardware or systems not supplied by RSG where, without such combination, no claim would arise;
  - (d) any Contributed Data or Derived Data;
  - (e) data made available to Customer by another user of the Product via data-sharing functionality within a Product;
  - (f) modification or alteration of the Product without the prior written approval of RSG;
  - (g) use of the Product where an update or new version has been offered by RSG; or
  - (h) any transaction entered into concerning any part of the Product without the prior written approval of RSG,

and Customer shall on demand indemnify RSG from and against all Losses incurred by RSG arising out of or in connection with any claim, demand or action (or part of it) arising from any of the circumstances in this clause 5.4.

- 5.5 Should any part of a Product, become, or in RSG’s opinion is likely to become, the subject of a Claim, RSG may, as Customer’s sole and exclusive remedy, either: (a) procure for the Customer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing; or (c) terminate Customer’s rights to the Product and grant Customer a refund of the unused portion of the fees paid by Customer in relation to the Product subject to the Claim.

- 5.6 This clause 5 states Customer’s sole and exclusive remedy and RSG’s entire liability in respect of any Claim.

## 6 RECORDS, MONITORING AND USAGE VERIFICATION

- 6.1 **Records and Reporting.** RSG may require Customer to submit regular reports in relation to its use of a Product or Licensed Content. RSG will notify Customer in detail of such requirements in writing, and Customer agrees to comply with such requirements. Customer shall, upon request by RSG, supply information and documentation as RSG reasonably requires in order to verify Customer’s compliance with this Agreement.

- 6.2 **Monitoring.** Customer acknowledges and agrees that RSG may monitor use of the Product and related activities such as (a) compiling statistical and other information related to the performance, operation and use of the Product, and (b) using data in aggregated form for security and operations management, to create statistical analyses, research and development or other business purposes, provided that such information and data will not identify Customer or any Authorized User. Usage data, metadata, search queries, and other statistical and usage information are the property of RSG. Without prejudice to the above, Customer shall, within fourteen (14) calendar days of a written request from RSG, provide (a) a list of all users (including servers or applications) who have access to Products; and (b) an explanation of how the Product is used by Customer and its Authorized Users.

- 6.3 **Usage Verification.**

- 6.3.1 RSG (or its Affiliates, representatives or regulators) may, either directly or via a third party agent, conduct an audit to verify that the Product is being used in a manner consistent with the provisions of this Agreement. Such audit shall take place during Customer’s normal business hours on reasonable prior written notice, and shall not take place more than once every twelve (12) months unless required by a regulator or applicable law.

- 6.3.2 Customer shall cooperate with the auditing party, and shall not seek to interfere or block any technical measures used by RSG for auditing and monitoring purposes. Customer shall provide information reasonably requested in connection with the audit.
- 6.3.3 Without prejudice to RSG's other rights or remedies, if RSG determines that Customer's use of the Product is not compliant with the terms of this Agreement, Customer shall, at RSG's option, immediately cease such inconsistent use or pay RSG the additional fees sufficient to permit such use, together with RSG's costs of the audit.

## **7 WARRANTIES**

### **7.1 Mutual Warranties**

Each party warrants, as at the Commencement Date, that:

- (a) it has the power and authority to enter into and perform its obligations under this Agreement and that the execution of this Agreement by it has been duly and validly authorised by all necessary corporate and government action;
- (b) its obligations under this Agreement are valid and binding and enforceable against it in accordance with their terms; and
- (c) this Agreement and its performance do not contravene its constitutional or other corporate governance documents or any law, or any of its obligations or undertakings by which it is bound, or cause a limitation on the powers of its officers to be exceeded.

### **7.2 Exclusions and Limitations**

- 7.2.1 To the fullest extent permitted by law, RSG supplies the Licenced Product "as is" and makes no warranty, representation or undertaking that the Product will:
- (a) be free or substantially free of errors, bugs, defects, viruses or other harmful code; or
  - (b) meet Customer's requirements.
- 7.2.2 RSG will use commercially reasonable efforts to ensure that the Product does not, to its knowledge, contain computer viruses, malware, or code, files or programs designed to damage or obtain unauthorised access to data or other information of Customer.
- 7.2.3 RSG makes no express warranties, representations or undertakings other than those expressly set out in this Agreement concerning the Product, and Customer acknowledges that it has relied on no other warranties in deciding to enter into this Agreement, whether by RSG or anyone on its behalf.
- 7.3 All other terms, conditions, warranties, representations or undertakings relating to the Product (whether express or implied and whether arising in contract, at common law or under statute and whether relating to fitness for a particular purpose, merchantability, accuracy, timeliness, completeness or otherwise), to the extent permitted by law, are expressly excluded. RSG is not responsible for: (a) errors and omissions of any kind in the Product, regardless of the cause, (b) the accuracy of any other information included in any Product, or (c) for results obtained from, or decisions made using, the Products (or any part of them). Customer acknowledges and agrees that RSG makes no representations or warranties regarding the accuracy of any sales, trading or other pricing information made available to Customer. Customer alone is responsible for decisions made in connection with its use of the Product (including Licensed Content) or its own Contributed Data.

## **8 LIMITATION OF LIABILITY**

- 8.1 Subject to the remainder of this clause 8, each party's total liability to the other arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the Fees paid by Customer in that twelve (12) month period for the Product(s) to which the liability relates.
- 8.2 Neither party shall be liable to the other for any of the following types of loss or damage:
- (a) any special, indirect or consequential loss or exemplary damages, regardless of whether the party knew or had reason to know of the possibility of such loss or damages;
  - (b) pure economic loss, costs, damages or charges;
  - (c) any direct or indirect or consequential loss of profits, revenue, contracts, anticipated savings or business;
  - (d) any direct or indirect or consequential loss of use;
  - (e) any direct or indirect or consequential loss of goodwill; and



- (f) any direct or indirect or consequential loss or damage arising from loss, damage or corruption of any data.

8.3 The exclusions and limitation of liability set out in clause 8.1 and 8.2 do not apply to:

- (a) liability arising from death or injury to persons caused by negligence;
- (b) any deliberate breach of this Agreement by Customer;
- (c) Customer's liability for any infringement, misappropriation or misuse of RSG's Intellectual Property Rights or Customer's liability relating to Contributed Data, Derived Data or the Product;
- (d) Customer's liability under clause 1 (Customer Use) or Customer's liability to pay to RSG any fees due to it in connection with the Product; and
- (e) anything else which cannot be excluded or limited by applicable law.

## 9 CONFIDENTIALITY

### 9.1 Confidentiality.

9.1.1 Each party receiving Confidential Information ("**Receiving Party**") from the other party ("**Disclosing Party**") shall: (a) use the Disclosing Party's Confidential Information solely for the purposes of fulfilling its obligations under this Agreement; (b) keep the Disclosing Party's Confidential Information secure and take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Receiving Party applies to its own confidential or proprietary information (but not less than reasonable care); and (c) not disclose the Disclosing Party's Confidential Information to any third party except with the prior written consent of the Disclosing Party or in accordance with this clause.

9.1.2 Upon the expiry or termination of this Agreement, each party will promptly return or destroy the relevant Confidential Information of the other and any copies, extracts and derivatives of it, except as otherwise set out in this Agreement.

9.1.3 The Receiving Party may disclose Confidential Information of the Disclosing Party:

- (a) to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure; and
- (b) to its Affiliates and to the Disclosing Party's Affiliates, and to its and the Disclosing Party's professional advisers and, to the extent required to provide the Product, its third party suppliers.

9.1.4 Each party acknowledges that its breach of this clause may cause irreparable injury to the other party for which monetary damages may not be an adequate remedy. Accordingly, a party will be entitled to seek any legal or equitable remedies in the event of such a breach by the other. The operation of this clause shall survive the termination or expiration of this Agreement.

9.2 **Feedback.** Customer acknowledges and agrees that RSG may use any suggestion, enhancement request, recommendation, idea, correction or other feedback provided by Customer or Authorized Users from time to time, and compile statistical and other information related to the performance, operation and use of the Products and the information contained in them for security and operations management or for research and development purposes or other business purposes. Customer assigns to Customer by way of assignment of present and future rights all right, title and interest to all feedback and ideas or suggestions contained in it.

## 10 DATA PROTECTION

10.1 The LexisNexis Risk Solutions Group Data Protection Addendum and Data Processing Addendum at <https://risk.lexisnexis.com/group/dpa> are incorporated into this Agreement by reference.

10.2 If required of RSG under the transparency obligations of the Data Protection Laws, Customer shall inform Customer clients, prospects and suppliers whose personal data RSG receives as a controller that Customer shares their personal data with RSG as described in the applicable Processing Notice at <https://risk.lexisnexis.com/group/processing-notices>, and Customer shall make available to RSG all information necessary to demonstrate compliance with the requirements of this clause.

10.3 Customer agrees that RSG processes authentication details, account data, usage data, service logs and other personal data as necessary to provide, manage or secure the Services subject to the LexisNexis Risk Solutions Group Privacy Policy at <https://risk.lexisnexis.com/group/privacy-policy>.

- 10.4 Customer agrees that information, scores, analysis and other insights supplied by RSG to Customer are not intended to be used as the sole basis for any decision significantly affecting an individual and that Customer, not RSG, is responsible for any and all decisions or actions it takes.

## 11 TERM AND TERMINATION

- 11.1 **Term and Termination.** The Order Form sets out the Initial Term for a Product. Customer may not terminate any Product during the Initial Term. On the expiration of the Initial Term (and on the expiration of each Renewal Term), and unless otherwise set out in an Order Form, the licenses set out in the Order Form will automatically renew for a period of twelve (12) months. Either party may terminate a Product and/or an Order Form by giving written notice not less than thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term. Termination of an Order Form or Product does not affect any other Order Form(s) or Product(s).
- 11.2 **Suspension and Termination.** Without prejudice to any other right or remedy which may be available to it, RSG may suspend or terminate Customer's access to any Product immediately and without compensation if: (a) Customer is in breach of this Agreement and fails to remedy such breach within thirty (30) calendar days after written notice from RSG specifying the breach and requiring it to be remedied; (b) Customer fails to make any payment to RSG within fourteen (14) calendar days of the due date; (c) 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; (d) Customer or any entity controlling Customer acquires, is acquired by and/or merges with another legal entity; or (e) Customer or any Authorized User creates or offers a product that is competitive to any part of a Product. An Order Form may be terminated immediately by RSG without liability in the event (i) Customer, any permitted beneficiary or any Authorized User becomes subject to (whether by virtue of being listed on or by virtue of being owned or controlled directly or indirectly by one or more person(s)) any sanctions regimes of the European Union (or its member states), United Kingdom, United Nations or United States of America's regulatory authorities; or (ii) the continuation of services presents a reasonable risk to either party that the party would be subjected to any form of sanction, designation, divestment, or procurement prohibition; and in the event of termination pursuant to this paragraph, and subject to any indemnification obligation, no prepaid fees shall be refunded to Customer.
- 11.3 **Effect of Termination.** On expiry, termination or cancellation of a Product, an Order Form or this Agreement for any reason, Customer, its Permitted Affiliates and all Authorized Users shall immediately cease accessing and using the terminated Products, and shall promptly delete any and all copies of the Product (or any part of it, including all Licensed Content) from their systems, applications or other storage. Customer will provide written certification signed by a director or officer of Customer) to RSG of any such destruction on RSG's written request. Nothing in this clause shall require Customer to delete any Contributed Data, any Derived Data or any materials that Customer is required to retain under any applicable legal or regulatory obligation, including the rules of a professional body (in each case only to the extent and for such time as is required under any such obligation); provided that where Customer retains Licensed Content, Customer (a) continues to comply with the provisions of this Agreement and (b) only retains such copies in its archives and does not use such copies for any other purpose.
- 11.4 Termination or expiry does not relieve Customer of its obligation to pay fees for the period prior to the effective date of termination. If an Order Form is terminated for any reason other than discontinuation of a Product, Customer shall pay to RSG any unpaid fees for the remainder of the term of the Order Form.
- 11.5 Expiry or termination of this Agreement shall be without prejudice to the accrued rights and obligations of the parties and clauses 4 (Intellectual Property), clause 8 (Liability), 9 (Confidentiality), 10 (Data Protection), 11 (Term and Termination) shall survive expiry or termination of this Agreement.

## 12 NOTICES

- 12.1 **Notice to Customer.** RSG may provide any notice to Customer under this Agreement by: (a) posting a notice on the RSG website; or (b) sending a message to the email address then associated with Customer's account. Notices RSG provides by posting on its website will be effective upon posting and notices by email will be effective when RSG sends the email. It is Customer's responsibility to keep Customer's email address current. Customer will be deemed to have received any email sent to the email address then associated with Customer's account when the email is sent, whether or not Customer actually receives the email.
- 12.2 **Notice to RSG.** To give RSG notice under this Agreement, Customer must contact RSG as follows: by personal delivery, overnight courier or registered or certified mail to General Counsel, Risk Solutions Group, 1000 Alderman Drive, Alpharetta, Georgia 30005, United States with a mandatory copy to [legalnotices@lexisnexisrisk.com](mailto:legalnotices@lexisnexisrisk.com). RSG may update the address for notices by posting a notice on RSG's website. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one (1) business day after they are sent. Notices



provided registered or certified mail will be effective three (3) business days after they are sent. Notice by email will be effective one (1) business day after they are sent provided confirmation is sent by post or on receipt of a read receipt email from the above mentioned to LexisNexis Risk email address.

### 13 GENERAL

- 13.1 **Variation.** RSG may, at its discretion, change this Agreement on written notice to Customer. During a period of thirty (30) days, commencing on the day RSG provides notice, Customer may, by written notice, terminate the affected Products. If Customer does not exercise its right to terminate within thirty (30) days from RSG's notice, Customer accepts the changed terms, and may no longer exercise this termination right.
- 13.2 **Entire Agreement.** This Agreement (including terms on an RSG website incorporated by reference) sets out the entire agreement and supersedes any and all prior agreements, proposals or representations, written or oral, between the parties with respect to the subject matter of this Agreement. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to these Terms or not) other than as expressly set out in this Agreement or an Order Form.
- 13.3 **Amendments.** Subject always to clause 13.1, amendments to the Agreement will only be valid if made in writing and signed by a duly authorized representative of each party, provided that RSG may amend the Agreement either (a) upon as much advance notice to Customer as can be practicably given, in order to comply with any modification in Applicable Law, RSG policies, industry standards, safety requirements, third-party agreements, or (b) to make changes (including updating terms on an RSG website incorporated by reference) that do not have a material adverse effect on the nature or quality of the Product or either of RSG's or Customer's rights and obligations under the Agreement.
- 13.4 **Assignment.** Customer may not assign, novate or otherwise transfer any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of RSG. RSG may assign, novate or otherwise transfer any or all of its rights and/or obligations under this Agreement at any time, provided that the assignee/transferee assumes the performance obligations set forth in this Agreement.
- 13.5 **Relationship of the parties.** The parties are independent contractors. Nothing in this Agreement shall be construed as constituting a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 13.6 **Third-party beneficiaries.** Save as expressly set out in this Agreement, a person who is not a party to this Agreement has no right to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 13.7 **Waiver and cumulative remedies.** No failure or delay by either party in exercising any right under this Agreement constitutes a waiver of that right. The rights and remedies arising under, or in connection with, this Agreement are, unless otherwise stated, cumulative and, except where otherwise expressly provided in this Agreement, do not exclude rights and remedies provided by law or otherwise. Any termination of this Agreement or an Order Form in whole or in part does not affect any accrued rights or liabilities of either party or the coming into force or the continuance in force of any provision of this Agreement that is expressly or by implication intended to come into or continue in force on or after such termination.
- 13.8 **Severability.** The illegality, invalidity or unenforceability of any provision of this Agreement under any law of any jurisdiction shall not affect or impair the legality, validity or enforceability of the rest of this Agreement, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law of any jurisdiction, the parties shall negotiate in good faith to agree any revision necessary to make the provision legal, valid and enforceable so as best to give effect to the intention of the parties as recorded in this Agreement.
- 13.9 **Counterparts.** This Agreement may be executed in a number of counterparts which together will constitute the one instrument. A party may execute this Agreement by signing any counterpart. Executed counterparts may be delivered by email, facsimile or other electronic methods.
- 13.10 **Force Majeure.** The parties release each other from any liability for failure to perform their obligations under this Agreement which results from a Force Majeure Event. A party affected by a Force Majeure Event shall immediately, on becoming aware of the occurrence of the event, notify the other party of the occurrence, its cause and the steps which the notifying party is taking to resume performance of its obligations under this Agreement as soon as possible. If performance is unable to be resumed within sixty (60) days of occurrence of the event, the unaffected party may terminate this Agreement immediately by giving written notice.
- 13.11 **Governing law and jurisdiction.** The RSG contracting entity (as set out on an Order Form) will determine the governing law and jurisdiction which apply in connection with this Agreement as set out in the table below. The parties submit to the exclusive jurisdiction of the courts in the relevant jurisdiction over any dispute arising out of or in connection with this Agreement.

Entity	Governing Law	Jurisdiction
LNRS Data Services, Inc	New York	New York
LNRS Data Services Limited	England	England
LNRS Data Services (Australia) Pty Ltd	New South Wales	New South Wales
Globalrange (Pty) Limited	South Africa	South Africa
LNRS Data Services B.V.	Netherlands	Netherlands

## 14 DEFINITIONS AND INTERPRETATION

14.1 The definitions listed below in this clause 14.1 and those contained elsewhere in this Agreement shall apply in this Agreement:

**“Affiliate”** means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

**“Agreement”** means the Order Form, these terms, and all annexes, appendices and schedules to the Order Form, as amended from time to time in accordance with its terms.

**“App”** means a mobile device software application.

**“Authorized User”** means: (a) an employee or Customer Representative of the Customer, (b) a Customer Third Party identified on an Order Form, or (c) a machine, application, interface or other technological measure used by Customer and expressly permitted by the Order Form to access and download Licensed Content.

**“Claim”** means any demand, claim, or action raised against a party regardless of the form of action, whether for breach of contract, in negligence or any other tort, under statute or otherwise, in relation to the Agreement.

**“Commencement Date”** means the date of signature of this Agreement by the party signing last in time.

**“Confidential Information”** of a party means any information: (a) regarding the business affairs of that party, including all financial, technical and proprietary information; (b) regarding the terms of this Agreement (or any part of it), or the commercial arrangements between the parties; (c) which is by its nature confidential or which is designated as confidential by that party; (d) which the other party knows, or ought to know, is confidential; but does not include information that: (e) is in or becomes part of the public domain otherwise than as a result of a breach of this Agreement or any other obligation of confidence owed by any person; or (f) was known to the Recipient prior to disclosure by or on behalf of the Disclosing party (except as a result of a prior confidential disclosure by an Affiliate), as evidenced by the Recipient’s contemporaneous written records, or (g) was independently developed by the Receiving Party, as evidenced by the Recipient’s contemporaneous written records.

**“Contributed Data”** any content, data, information or materials submitted or uploaded by or on behalf of Customer to the Product or otherwise to RSG for use in accordance with the terms of this Agreement.

**“Control”** means, with respect to any Person, the possession, directly or indirectly, of the affirmative power to direct or cause the direction of the management and policies of such Person, whether through the ownership of securities, partnership interests or other ownership interests, by contract, by membership or involvement in the board of directors or other management structure of such Person, or otherwise.

**“Customer”** means the customer contracting entity identified on the Order Form.

**“Customer Representative”** means an individual contractor, consultant or agent engaged by Customer to perform services in support of Customer’s use of the Products in accordance with the Order Form. A Customer Representative

with access to the Product shall at all times be bound to written terms and conditions with Customer consistent with the terms and conditions protecting the Product as required under this Agreement, and in particular such terms and conditions shall require that the contractor, consultant or agent may only use the Product to provide service to the Customer and for no other purposes and not for their own purposes, and may only keep it for as long as required to provide Customer such services and shall thereafter erase it.

**“Customer Third Party”** means Customer’s customer or other third party who is permitted by an Order Form to access a Product.

**“Derived Data”** means Licensed Content modified by Customer or combined with other data or materials which (i) cannot be reverse engineered or otherwise de-compiled to restore it to its constituent parts, and (ii) which is not a substitute for Licensed Content.

**“Documentation”** means all user guides, and any other documents supplied to Customer by RSG in connection with the Product, as amended from time to time, whether in electronic or hardcopy form.

**“Fees”** means the fees payable by Customer as defined and set out in an Order Form.

**“Force Majeure Event”** means an event beyond the reasonable control of a party which is not attributable to its fault or negligence and which cannot be avoided by the exercise of due care, skill and business continuity and/or disaster recovery planning, including acts of God, expropriation or confiscation of facilities, any form of government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency, strikes and other industrial action, sabotage or riots, and floods, fires, explosions, epidemics/pandemics or other catastrophes.

**“Initial Term”** means the initial term for a Product as set out on the Order Form.

**“Intellectual Property Rights”** means all vested and future rights of copyright and related rights, design rights, database rights, patents, design patents, utility models, service marks, trade names, rights to inventions (whether or not patentable), trade marks and get-up, domain names, applications for and the right to apply for any of the above, moral rights, goodwill, the right to sue for passing off and unfair competition), rights in know-how, rights in confidential information (including trade secrets), rights in computer software, mask work rights, and rights in semiconductor topographies, and any other intellectual or industrial property rights or equivalent forms of protection, whether or not registered or capable of registration, and all renewals and extensions of such rights, whether now known or in future subsisting in any part of the world.

**“Licensed Content”** means the content, data, information or materials made available to Customer by RSG pursuant to an Order Form.

**“Losses”** means claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and reasonable legal and other professional costs and expenses).

**“Order Form”** means an order form or statement of work validly executed by the Customer.

**“Permitted Affiliate”** means each of the Customer's Affiliates specified on an Order Form as a Permitted Affiliate for a Product.

**“Person”** means any individual, company (whether general or limited), limited liability company, corporation, government, government department or agency, trust, estate, association, nominee or other entity.

**“Product”** means a product or service provided by RSG and identified on an Order Form and may include, without limitation, Licensed Content, a mobile app, an API, software, professional services, support services, software-as-a-service or browser-based interface, connectivity services, and/or Documentation.

**“Renewal Term”** means any renewal or continuing term for a Product as described in clause 11.1 or as otherwise agreed in writing between the parties.

**“RSG”** means the LexisNexis Risk Solutions Group contracting legal entity identified on the Order Form.

**“Term”** means the Initial Term and any Renewal Term(s).

- 14.2 Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise: (a) a reference to a party to this Agreement includes the party’s successors and permitted assigns; (b) a reference to this Agreement or another document includes any variation, novation, replacement or supplement to any of them from time to time; (c) a reference to a right or obligation of two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally; (d) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it; (e) specifying anything in this Agreement after the words

including, includes or for example or similar expressions does not limit what else might be included unless there is express wording to the contrary; (f) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement; and (g) a reference to any thing (including any amount) is a reference to the whole or each part of it and a reference to a group of persons is a reference to any one or more of them.

- 14.3 Any inconsistency or conflict between parts of this Agreement will be resolved in the following order: (a) Order Form; (b) sections other than Part A, (c) Part A (Core Terms).

## **PART B – DATA TERMS**

*This Part B applies where RSG provides Licensed Content to Customer, and/or where Customer provides data to RSG.*

1. **Licensed Content.** Where RSG provides Licensed Content to Customer, RSG grants to Customer the right to receive the Licensed Content and to use it for its internal business purposes in accordance with the Order Form and in accordance with the following rights and restrictions:
  - 1.1. **Individual Rights.** Authorized Users who are individual natural persons may: (a) search, manipulate, and display the Licensed Content within the Product within the scope of the Product functionality and in accordance with the Order Form; (b) make a limited number of printouts of Licensed Content for their personal use using the printing commands contained in the Product (but not otherwise); (c) share Licensed Content with other Authorized Users of the same Licensed Content provided that those other Authorized Users have the right to such Licensed Content pursuant to an applicable Order Form; and (d) process, store, or otherwise use Licensed Content on an incidental basis in such internal and third-party applications as necessary for the Authorized User to use the Licensed Content as permitted by the Order Form (and for the avoidance of doubt, this clause (d) does not permit automated or machine usage of Licensed Content, which should be set out in an Order Form if required).
  - 1.2. **General Rights.** Customer may (a) share insubstantial portions of Licensed Content with its third party professional advisers to the extent they require such Licensed Content in order to advise Customer and (b) share Licensed Content with government or regulatory authorities in response to a specific request for such information.
  - 1.3. **Archive Rights.** Customer may store a copy of Licensed Content in an archive to the extent required in order to comply with its compliance and regulatory obligations, provided it is stored in an archive only and is not accessible as part of Customer's day-to-day business operations. When archived, the Licensed Content should not serve as a replacement or substitute for the Product.
  - 1.4. **Restrictions.** Subject to this clause 1, and save to the extent expressly stated on an Order Form, Customer may not (a) distribute Licensed Content within its organization; (b) distribute Licensed Content to third parties, (c) create Derived Data, (d) place the Licensed Content in any internal or third party application, or (e) store Licensed Content systematically or in such a way as to create a parallel dataset or a substitute for any Product.
2. **Customer Third Parties.** If and to the extent that the Order Form permits Customer to share Licensed Content with Customer Third Parties, Customer shall ensure that each Customer Third Party is bound by a written agreement with Customer under which the Customer Third Party agrees to keep the Licensed Material confidential and use it only for its own internal business purposes within the scope of its written agreement with Customer.
3. **Derived Data.** Customer may use Licensed Content to create Derived Data only as expressly set out in an Order Form. RSG shall, subject to its rights in and to the Licensed Content and the terms of this Agreement, not own or acquire any right, title or interest in any Derived Data.
4. **Contributed Data.** To the extent that Customer or an Authorized User provides Contributed Data to RSG, the following provisions shall apply:
  - 4.1. Customer grants to RSG a non-exclusive, transferable, royalty-free, fully paid-up, irrevocable right and license to process and use the Contributed Data in connection with the Product.
  - 4.2. Customer shall ensure that it has all rights and licenses required to enable: (a) it to process and use the Contributed Data in connection with the Product; and (b) RSG to store and otherwise process the Contributed Data in connection with the Product.
  - 4.3. RSG may, if required to do so pursuant to applicable law, or if required in order to ensure the security and/or integrity of the Product, delete any Contributed Data without notice to Customer.
  - 4.4. RSG shall have no liability to Customer, or any third party, in connection with the Contributed Data, unless otherwise agreed on an Order Form.
  - 4.5. Customer agrees to keep, and ensure its Authorized Users keep, a separate back-up copy of all Contributed Data.
5. **Data Sharing Functionality.** Customer acknowledges that a Product may include functionality which allows Authorized Users to share information with each other or with third parties. Such content is not "Licensed Content" for the purposes of this Agreement, and RSG has no responsibility for content shared in this way and disclaims all liability for such content. Customer agrees that sharing information with third parties is a feature of certain Products and that such sharing does not constitute a breach of confidentiality or a breach of this Agreement.

## PART C – SOFTWARE TERMS

*This Part C applies where RSG makes available software, API, mobile app, or software-as-a-service to Customer.*

1. **Installed Software.** Where an Order Form indicates that the Licensed Delivery Method is “Software – Installed”, the following terms apply in addition to those set out in Part A of this Agreement:
  - 1.1. Customer may install the Licensed Product on its own, or a service provider’s hardware, at the locations specified in the Order Form, for Customer’s internal business purposes only, subject to the conditions in this Agreement and within the license scope set out in the Order Form and Part A of this Agreement. Where the Order Form indicates that the Term for a Licensed Product is “perpetual”, Customer may continue to use the Licensed Product at its own risk without any entitlement to support, updates or upgrades, after the term of any support ends.
  - 1.2. RSG may provide periodic upgrades and maintenance for the Licensed Product during the term of any support contract with Customer. Customer must promptly apply or install all updates and upgrades.
  - 1.3. Where the Order Form indicates that an installed software Licensed Product is provided for a fixed term only, RSG may require Customer to obtain a new key or other access mechanism at the end of the fixed term if Customer wishes to continue its use of the Licensed Product on the same basis.
2. **Restrictions.** Other than using a software as a service Licensed Product via the internet, Customer must not: (a) use the Licensed Product on any network configured for multiple simultaneous users of the Licensed Product; (b) electronically transmit the Licensed Product from one computer to another or allow multiple computers to access the Licensed Product over a network; (c) sell, duplicate, transfer, or in any other way commercially exploit the Licensed Product, or any part thereof.
3. **Reporting.** Where the Order Form states that Customer will pay volume-based or usage-based Fees, Customer will provide a report of such usage on RSG’s reasonable written request, and in any event not less frequently than once per calendar quarter.
4. **Support.** Where an Order Form indicates that RSG will provide support services, RSG will provide Customer with RSG’s standard technical support services via phone, e-mail, or site visits as deemed necessary by RSG for the term stated on the Order Form. Where the Order Form does not state a term for support services, the term of the support services is 12 months from the date of the Order Form. Unless otherwise stated in the Order Form, Customer will provide support to Authorized Users and RSG will have no responsibility for supporting or communicating with Authorized Users. RSG has no obligation to provide support services for previous versions of the Licensed Product or where Customer has not promptly installed updates made available by RSG.
5. **Warranty.** Where the Order Form indicates that the Licensed Product type is “Software – Installed”, RSG warrants that the Licensed Product will function materially in accordance with RSG’s relevant specifications for a period of 90 days from the date of the relevant Order Form. Where the Order Form indicates that the Licensed Product type is “SaaS” or “App”, RSG warrants that the Licensed Product will function during the Term materially in accordance with RSG’s relevant specifications for the Licensed Product. Customer’s sole and exclusive remedy for RSG’s breach of the warranties in this clause 5 will be that RSG will use commercially reasonable efforts to correct such errors or modify the Licensed Product to achieve the material functionality described in the relevant specification within a reasonable period of time.
6. **End User License Agreements.** Where the Licensed Product requires that a Authorized User accepts an end user license agreement (a “EULA”), the parties agree that the Agreement between RSG and Customer will supersede the terms of such EULA for so long as the Authorized User is a Authorized User of Customer and that Customer, rather than the Authorized User, contracts with RSG for the Licensed Product on the terms of the Agreement.



## PART D – PROFESSIONAL SERVICES TERMS

*This Part D applies to when RSG provides professional services to Customer pursuant to an Order Form.*

### 1 DEFINITIONS.

- 1.1 The definitions listed in this clause 1.1, **together with any terms defined in Part A of this Agreement shall apply to these Professional Services Terms:**

**“Acceptance Criteria”** means the acceptance criteria for each Deliverable as set out in the relevant Order Form.

**“Customer Dependencies”** means the actions or information to be performed or delivered by Customer as set out in this Agreement, in a Statement of Work, or as a matter of practicality clearly required to be performed by Customer.

**“Deliverable”** means work product identified in an Order Form or Statement of Work as a deliverable, which is licensed to Customer for use as a Licensed Product.

**“Final Acceptance”** means final acceptance of a Deliverable or deemed acceptance of a Deliverable in accordance with clause 3 (Acceptance Testing) of this Part D.

**“Good Industry Practice”** means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced person conforming to the professional standards generally observed in the software services industry for similar services or obligations.

**“Professional Services”** means the services to be provided by RSG and described in an Order Form.

### 2 SERVICES.

- 2.1 Where an Order Form indicates that RSG will provide Professional Services to Customer, RSG will provide the Professional Services and any Deliverables in accordance with these terms and that Order Form.
- 2.2 References in this Part D to an Order Form include any statement of work the parties may enter into in relation to the Professional Services.
- 2.3 **Customer Responsibilities.** Customer will: (a) provide RSG with access to appropriately trained and briefed personnel; (b) at RSG’s reasonable request, supply any materials and other information in its possession reasonably required to enable RSG to provide the Professional Services; (c) ensure that its systems are up to date and comply with any requirements set out in the Order Form or as otherwise notified to Customer by RSG; and (d) comply with the Customer Dependencies. RSG is not liable for any failure to perform its obligations to the extent such failure is due to Customer failing to provide the Customer Dependencies. Unless otherwise agreed in an Order Form, Customer will be responsible for obtaining, and will bear the cost of obtaining, all third party consents, permissions, and licenses which may be required for RSG to provide the Professional Services or any Deliverable in accordance with this Agreement.
- 2.4 **Deliverables.** Except as otherwise expressly and specifically stated in the Order Form, RSG owns all rights in the Deliverables. RSG grants to the Customer a non-exclusive, royalty free license to use the Deliverable on, and subject to, the terms set out in Part A (Core Terms) of this Agreement.

### 3 ACCEPTANCE TESTING.

- 3.1 The Order Form sets out the Acceptance Criteria (if any). Customer will carry out acceptance testing within 10 working days of receipt of a Deliverable and RSG will provide such assistance as is reasonably required.
- 3.2 Within 10 working days of RSG providing a Deliverable, Customer will either (a) issue an acceptance certificate confirming that the Deliverable meets the Acceptance Criteria; or (b) notify RSG in writing that the Deliverable does not meet the Acceptance Criteria, specifying in reasonable detail the reasons Customer believes the Deliverable does not meet the Acceptance Criteria. If Customer does not provide notice of rejection in accordance with these terms, the Deliverable is deemed accepted at the end of the 10-day acceptance test period.
- 3.3 Where Customer indicates that the Deliverable does not meet the Acceptance Criteria, RSG will use such efforts as are reasonably required to correct the relevant Deliverable(s) so that they meet the Acceptance Criteria and will deliver the modified Deliverables for further acceptance testing. If Customer does not accept the Deliverables after three (3) cycles through the process outlined in this clause, the parties will discuss, in good faith, whether to modify the Acceptance Criteria or to otherwise resolve the problem.

### 4 WARRANTY

- 4.1 RSG will provide the Professional Services with reasonable skill and care and in accordance with Good Industry Practice, in accordance with the Order Form, in compliance with applicable law, and using suitably skilled and experienced personnel.

- 4.2 RSG warrants that the Deliverable will meet the relevant specification(s) (as set out in the relevant Order Form) for a period of 90 days after Final Acceptance. RSG will repair the defect or error within a reasonable time of receiving notice from the Customer specifying a defect or error in breach of the warranty in this clause.

## 5 CHANGE CONTROL

- 5.1 Either party may request a variation to the Order Form at any time before Final Acceptance by means of the following change control procedure.
- 5.2 The party making the request must send to the other party a request (a “**Change Request**”) containing the following particulars: (a) the title of the change; (b) the originator; (c) the date of the proposal; (d) full details of the proposed change, including an outline description of any additional software proposed to be written; (e) the reason for the proposed change; (f) a timetable for implementation of the change including the date of its coming into effect; and (g) the anticipated impact of the change, if any, on other aspects of the work contemplated by the Order Form or otherwise agreed between the parties.
- 5.3 Within 14 days of receipt by RSG of a Change Request from the Customer, RSG will, at the Customer’s cost, provide a quote for any Fee which would be required in order to implement the change and will set out any variation to agreed time scales which may be required in order to implement the change. Any Change Request submitted by RSG will include such information.
- 5.4 Following receipt of RSG’s quotation, the parties may agree in writing to implement the requested change. The parties must sign an amendment to formally document the change as an amendment to the Order Form.
- 5.5 RSG will treat changes requested after the expiry of the warranty period in clause 4.2 as chargeable support requests and will invoice for such services at its then-prevailing rate.
- 6 EXPENSES.** Unless otherwise agreed in the Order Form, Customer will reimburse RSG for all pre-approved and documented (with attached receipts) reasonable expenses incurred by RSG in connection with the Professional Services, including but not limited to travel expenses, living expenses and other related out-of-pocket expenses.
- 7 PROJECT MANAGEMENT.** Customer will appoint a senior employee with relevant authority and experience who will have day-to-day responsibility on behalf of the Customer, and RSG will appoint a senior employee with relevant qualifications and experience who will have day-to-day responsibility on behalf of RSG. The representatives will meet as often as may reasonably be necessary at a mutually convenient time and place to ensure the continuous, efficient and timely implementation of the Professional Services.

## **PART E – CONTRIBUTORY DATABASE TERMS**

*This Part E applies where Customer will contribute data to a contributory database.*

### **8 CONTRIBUTED DATA**

- 8.1 Customer will provide Contributed Data with the frequency set out in the Order Form throughout the Term, in accordance with the methods of submission required by RSG and in accordance with RSG criteria for the Contributed Data from time to time, which RSG will provide on Customer's request. Customer grants to RSG a perpetual, non-exclusive, transferable, royalty-free, worldwide, fully paid-up, irrevocable right and license to exploit and use the Contributed Data as set out in this Part E without qualification or reservation.
- 8.2 Customer acknowledges that: (a) certain functionality of the Product may not be available to Customer unless and until Customer submits Contributed Data in accordance with this Part E and (b) any commercial terms specified in an Order Form for the Product may be conditional upon Customer's compliance with this Part E.
- 8.3 If Customer fails to do so, RSG may, without prejudice to its other rights or remedies:
- a) notify Customer in writing of such failure, specifying in reasonable detail the nature of the failure. Customer shall, promptly and in any event in accordance with any timelines specified by RSG, remedy its failure to comply with its obligations; and/or
  - b) increase any Fees charged by RSG for the Product if discounted or preferential pricing was offered based on Customer providing Contributed Data.
- 8.4 Customer shall not submit Personal Data as Contributed Data. To the extent that any Personal Data is transmitted to RSG, clause 9 (Data Protection) of Part A shall apply.

### **9 RSG'S RIGHTS**

- 9.1 **Use of Contributed Data.** Customer acknowledges and agrees that it will provide Contributed Data with the intention of such data forming part of RSG's product databases. Accordingly, RSG may, save as otherwise specified in an Order Form:
- a) aggregate Contributed Data with any other data and store the Contributed Data with any other data in RSG's databases;
  - b) amend, analyse, anonymise, alter, collect, commingle, copy, exploit, refer to, re-format, standardise, or otherwise use the Contributed Data in any form;
  - c) market, sell, or have marketed or sold, the Contributed Data; and
  - d) create aggregated data statistics and derived analytics for use in any RSG product or service.
- 9.2 Save as set out in an Order Form or otherwise agreed in writing between the parties, RSG will not make Contributed Data available in such a way as to identify Customer or any Authorized User to any third party.
- 9.3 Customer agrees and acknowledges that, save as set out in an Order Form or otherwise agreed in writing between the parties, RSG shall, subject always to applicable law, have no obligation to delete Contributed Data provided by Customer under this Part E.
- 9.4 **Identification of Customer.** Customer grants to RSG a non-exclusive, non-transferable, royalty-free licence to reproduce and display Customer's name and logo ("**Customer Marks**") on websites and marketing relating to the Product solely for the purpose of identifying Customer as a contributor to the relevant Product. RSG will comply with all reasonable instructions of Customer relating to use of the Customer Marks.

### **10 CUSTOMER WARRANTIES**

- 10.1 Customer warrants that it has all rights and licenses required to enable it, and RSG, to submit, process and use the Contributed Data and the Customer Marks as set out in the Agreement and that the Contributed Data and the Customer Marks do not infringe the Intellectual Property Rights of any third party. Customer shall ensure that Contributed Data does not bear any watermarks, metadata, trademarks, logos, tradenames or copyrighted information of any other third party. Customer indemnifies RSG and keeps RSG indemnified from and against all Losses incurred by RSG arising out of or in connection with any third party claim, demand or action alleging that Contributed Data or the Customer Marks infringe any Intellectual Property Right of a third party.

## **PART F – PROAGRICA NETWORK TERMS**

*This Part F applies where an Order Form indicates that RSG will provide Customer with access to the Proagrica Network.*

### **11 DEFINITIONS**

- 11.1 The definitions listed in this clause, **together with any terms defined in Part A (Core Terms) of this Agreement shall apply to this Part F (Proagrica Network Terms):**

**“Adapter”** means RSG’s proprietary adapter software made available to Customer by RSG in connection with Customer’s use of the Proagrica Network.

**“Customer Equipment”** means Customer’s computer system and all such equipment, software and communication lines necessary to access the Services.

**“Participant”** means a third party with whom Customer wishes to exchange information via the Proagrica Network. The maximum number of Participants is set out on the Order Form, and Participants are Customer’s Authorized Users.

**“Proagrica Network”** means RSG’s software and hardware network which allows the routing of documents electronically between connected participants via the Adapter and/or other specified communication protocols.

**“Service”** means the provision of the Proagrica Network and associated helpdesk and support services.

**“Service Level Agreement”** means any document(s) which may be agreed in writing between the parties from time to time setting out service levels applicable to the Services.

**“Service Levels”** means the service levels set out in the relevant Service Level Agreement, as amended by RSG from time to time.

**“VAN”** means the network and service provided by a third party electronic document interchange service provider to Customer for the purpose of integrating Customer Equipment with the Proagrica Network.

### **12 PROAGRICA NETWORK**

- 12.1 RSG grants Customer a non-transferable, non-exclusive right to access the Proagrica Network via the Adapter or via such other means as may be agreed in writing with RSG.
- 12.2 Customer will not use the Proagrica Network in a way which interferes with the use of the Proagrica Network by any other user.
- 12.3 RSG will use commercially reasonable endeavours to meet the Service Levels in providing the Services. Notwithstanding any other provision of this Agreement, RSG may modify the Service Levels at any time.
- 12.4 Customer agrees that RSG may list Customer and/or its unique Proagrica Network locations to the Proagrica Network directory which it makes available to current and prospective Proagrica Network customers.
- 12.5 RSG may provide periodic upgrades and maintenance for the Adapter, and Customer must promptly apply or install all updates and upgrades. The Adapter is provided to Customer solely in connection with Customer’s use of the Proagrica Network. Customer must not access or use the Adapter save to the extent necessary to use and access the Proagrica Network in accordance with this Agreement.
- 12.6 Prior to exchanging messages with Participants, Customer will require Participants to agree to the Proagrica Network access terms (as provided by RSG from time to time) and will not permit a Participant to access the Proagrica Network unless the Participant has agreed to such terms.

### **13 CUSTOMER OBLIGATIONS**

- 13.1 Customer will:
- 13.1.1 facilitate, at its own cost, the integration of Customer Equipment with the Proagrica Network in accordance with RSG’s instructions from time to time;
- 13.1.2 provide the hardware and software instructed by RSG and required to enable RSG to carry out its obligations under this Agreement;
- 13.1.3 maintain Customer Equipment so that functioning of the Customer Equipment does not interfere with, delay or impede functioning of the Proagrica Network in accordance with the Service Levels;
- 13.1.4 connect to the Proagrica Network only in a way which has been authorised in writing by RSG;
- 13.1.5 notify RSG promptly of changes to Customer Equipment, business environment, or business plans and procedures which may have an impact on the Services;

- 13.1.6 perform regular back-ups of any of its data used by it in, or in connection with, the Services;
  - 13.1.7 follow instructions and technical procedures established by RSG in relation to use of the Services from time to time;
  - 13.1.8 where relevant, manage the data mapping between the Proagrica Network and Customer Equipment in accordance with timescales agreed between the parties;
  - 13.1.9 provide RSG with access to the Customer's premises where reasonably requested by RSG where required in order for RSG to provide the Services, including reasonable logical access to the Customer's networks and systems, subject to compliance by RSH with Customer's IT security policies from time to time;
  - 13.1.10 nominate a representative with whom RSG can discuss service-related issues. Customer must advise RSH in writing of any changes to the Customer's nominated contact(s);
  - 13.1.11 ensure that end users are fully trained in functions and uses of relevant software.
- 14 AUTHORISED THIRD PARTIES.** RSG may from time to time, upon terms specified by RSG, consent to Customer's VAN provider (or other third party) ("**authorised third party**") to access and use the Proagrica Network to enable them to provide services to the Customer. Any costs associated with such use and access shall be paid by Customer upon demand from RSG.
- 15 SECURITY.** RSG will implement security measures which shall, as a minimum, include: (a) hosting of hardware and software in a physically secure data center (which may include use of a reputable third party data center or cloud hosting provider); (b) secure development environments; (c) datacenter firewalls and, where necessary, antivirus software; (d) internal routing and validation of email with no relaying (anti-spamming); (e) user web access driven by secure user name and password; (f) 128-bit encryption and decryption of documents; and (g) generation of public and private certificate keys.
- 16 RELEASES.** RSG will manage all material update or change to the Proagrica Network (each a "**release**") in accordance with its internal release management procedures. RSG may from time to time issue emergency releases in response to a problem which adversely affects the quality of service provided to one or more customers. RSG may make emergency releases without prior communication and will communicate the fact of the release as soon as commercially possible following the release.