

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.