



## **Cirium Data Subscriptions Terms and Conditions (“Terms”)**

LNRS Data Services Limited (Cirium)

Updated May 2022

### **1 General**

1.1 These Terms apply to certain Cirium data Products supplied by or on behalf of LNRS Data Services Limited, trading as Cirium, (“Cirium”) as may be ordered by Customer from time to time via a signed order as accepted and fulfilled by Cirium (“Order Form”).

1.2 Each Order Form identifies specific Cirium Product(s) that Customer orders, fees due and any specific amendments to these Terms. All Order Forms are subject to and incorporate these Terms. In the event that an Order Form amends any of the provisions in these Terms, the provision in the Order Form shall control.

1.3 Except as specifically authorised on an Order Form, the licence granted under these Terms shall not extend to any of Customer’s Affiliates, and Customer shall not make any Cirium Product available to any of its Affiliates except with Cirium’s express prior written approval.

1.4 Where Cirium expressly permits the use of a Cirium Product by one or more Customer Affiliate(s), each such Customer’s Affiliate shall be added to the applicable Order Form as a Permitted Affiliate. Customer shall ensure that each Permitted Affiliate complies with the Terms (other than as to payment obligations, for which Customer remain solely liable) including any restrictions on access to or use of any Cirium Product.

1.5 Customer will be responsible and liable for the acts and omissions of any of Customer’s Permitted Affiliate(s); and Customer agrees that any changes to its corporate structure, employee or user numbers or usage entitles Cirium to charge additional fees. Customer shall be liable for all access to and use of the Licensed Material by any of its Affiliate.

1.6 Cirium Products may be provided by an Affiliate of Cirium.

### **2 License Terms, Use Restrictions and Scope of Use.**

2.1 In consideration and receipt by Cirium of all applicable Fees and in accordance with the terms of this Order, Cirium hereby grants to Customer a limited, revocable, non-exclusive and non-transferrable right and license to use Licensed Material and Product, as set forth in the applicable Documentation.

2.2 The license granted to the Customer is for use by the Licensed Users, solely for Customer’s internal business purposes, in accordance with the permitted Scope of Use, solely on the Customer’s and its Permitted Affiliates’ computer system at the sites/locations (if any) specified on the relevant Order Form. Customer shall inform Cirium of any use of the Licensed Material which is outside the Scope of Use.

2.3 Scope of Use:

2.3.1 The license provided hereinabove is provided by Cirium for the term of the Order and for access and use strictly in accordance with the permitted Scope of Use as detailed on the relevant Order Form.

2.3.2 Additionally, unless specifically authorized in the Order or by Applicable Law, Customer may not, and shall ensure Permitted Affiliate may not, directly or indirectly: (i) authorize any third party (including Customer's Affiliates) to use or copy the Licensed Material or Product or to resell or redistribute the Licensed Material or Product; (ii) provide to others (except Permitted Affiliates) any copy or version of the Licensed Material; (iii) remove any copyright or other proprietary rights notice included in the Licensed Material; or (iv) change, modify, reverse engineer, decompile, disassemble or create Derived Material from the Licensed Material. Unless specifically authorized in a Order Form, access to the Licensed Material by any person or entity other than Licensed Users, including but not limited to the Customer's clients, customers, suppliers, former employees, or members of the public is expressly prohibited.

2.4 Notwithstanding the foregoing, Customer may include small extracts of Licensed Material in presentations to customers and prospects on an ad-hoc basis, provided always that the Customer acknowledges Cirium as a data source, and further provided that Customer accompanies the extract with the following disclaimer in all such presentations:

***"This information has been extracted from a Cirium® product. Cirium disclaims any and all liability relating to or arising out of use of its data and other content or to the fullest extent permissible by law."***

2.5 Cirium accepts no liability or responsibility to any third party who benefits from, uses or relies on the Cirium Products or gains access to the Licensed Material. The Customer will indemnify Cirium from and against all liabilities, losses, damages, costs and expenses that Cirium incurs in connection with any claims against Cirium by any such third party.

2.6 The use of and access to Cirium Products are subject to usage limits, including the quantities specified in the Order Form and where a quantity in the Order Form refers to Licensed Users, the Cirium Product may not be accessed by more than that number of Licensed Users. If Customer exceeds a contractual usage limit, Cirium may charge for uses above the contractual limits.

2.7 Customer grants to Cirium and its Affiliates:

2.7.1 a royalty-free, non-exclusive, worldwide license to host, copy, transmit, amend, adapt, translate, co-mingle with other data and display Customer Data as reasonably necessary for Cirium to produce and supply Cirium Products; and

2.7.2 a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Cirium's and/or its Affiliates' services and products (including the Cirium Products) Customer Data as well as any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Licensed Users relating to the operation of or other attributes of any Cirium's or its Affiliates' services and products.

### 3 Fees

3.1 Customer shall pay all applicable fees, and agrees that its access to and use of Cirium Products and Licensed Materials is contingent on Customer paying all applicable fees.

3.2 Payment obligations are non-cancellable, and fees paid are non-refundable except as otherwise expressly foreseen in these Terms.

3.3 Invoiced charges are due thirty (30) calendar days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Cirium and notifying Cirium of any changes to such information.

3.4 Suspension Rights for Non-Payment or Out of Scope usage:

3.4.1 In addition to the rights granted in Clause 3.5, Cirium may suspend access to, and use of, all Licensed Material or Product and any Updates thereof, until all outstanding invoices have been paid in full. Upon payment of past due invoices, Cirium will reinstate the use of the Licensed Material or Product.

3.4.2 Cirium also reserves the right to suspend access to, and use of, Licensed Material or Products if Cirium acting reasonable suspects breach and usage outside the permitted Scope of Use.

3.4.3 If Cirium learns that Customer exceeded the permitted Scope of Use then in addition to any other remedies that Cirium may have, including the right to suspend access to, and use of, all Licensed Material and Products, Customer shall pay to Cirium the applicable Fees proportionate to such use and Customer agrees to amend this Terms to reflect actual usage.

3.4.4 Cirium reserves the right to levy a reasonable charge for reinstatement for any suspensions under this Clause 3.4.

3.5 If any invoiced amount is not received by Cirium by the due date, then without limiting its rights or remedies: (i) those charges may accrue late interest at the rate of three per cent (3%) above the base rate of the Bank of England of the outstanding balance per year; (iii) Cirium may condition future renewals on payment terms shorter than those specified in these Terms.

3.6 Cirium's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes") except as expressly set out in an invoice. Customer is responsible for paying all Taxes associated with Customer's purchases and use hereunder. If Cirium has a legal obligation to pay or collect Taxes, Cirium will invoice Customer, and Customer will pay that amount unless Customer provide Cirium with a valid tax exemption certificate authorised by the appropriate taxing authority. For clarity, Cirium is solely responsible for taxes assessable against Cirium based on its income, property and employees.

## 4 Warranties

4.1 Cirium provides no performance warranties to the Customer with regard to Licensed Material or Products and all contents of the Licensed Material or Products are provided by Cirium to the Customer on an 'AS IS' and 'AS AVAILABLE' basis without any warranty with regard to correctness or accuracy of the Licensed Material.

4.2 Cirium warrants that it will use commercially reasonable efforts to ensure that the Licensed Material and Products will not knowingly contain any known computer viruses or malware at the time of delivery.

4.3 Each Party warrants that its execution of an applicable Order Form, and its performance of its obligations and duties under these Terms, do not and will not violate any agreement to which it is a party or by which it is otherwise bound, and that such Party is fully authorized to execute such Order Form(s).

4.4 Each Party represents and warrants to the other Party that it has the power and authority to enter into these Terms, to grant the licenses contained herein, and to otherwise perform its obligations hereunder.

4.5 To the extent permitted by Applicable Law, Cirium expressly disclaims any and all warranties concerning Licensed Material and Products whether express or implied by statute or common law, including (without limitation) any warranty of merchantability or fitness for a particular purpose, privacy rights or any implied warranty arising from law or regulation, course of dealing, course of performance, or usage of trade.

## 5 Intellectual Property Rights

5.1 Customer agrees that the Intellectual Property Rights comprised in or relating to all Cirium Products, Licensed Material, and Licensed Material within any Derived Materials and all compilations thereof and in documentation supplied by Cirium are and shall remain the sole property of Cirium or (as applicable) their third-party licensors.

5.2 No rights in any Cirium Product or Licensed Material are granted or conveyed by Cirium other than the limited licence to use them as set forth in these Terms, and nothing in these Terms will be deemed to grant any licence, sub-licence, Intellectual Proprietary Right or other claim against or interest in Cirium's Intellectual Property Rights.

5.3 In the event that Customer were to own any rights in any Cirium Product or Licensed Material, Customer shall assign to Cirium, with full title guarantee for all purposes, applications and field of use (including by way of assignment of future Intellectual Property Rights) all such Intellectual Property Rights including the right to take action for any past, present and future damages and other remedies in respect of any infringement. Customer must execute, and will procure that any Affiliates and Customer Representatives execute, such documents and do such things as Cirium may consider reasonably necessary to give effect to this Clause.

5.4 Where the Licensed Material contains data and/or other material licensed by third party licensors, such Licensed Material is made available on the terms and conditions of such third party licensors as communicated to Customer from time to time.

5.5 RELX and the RE symbol are trademarks of RELX Group plc, used under license.

## 6 Changes to the Product; Discontinuation

6.1 Cirium shall be entitled to update, enhance, withdraw or otherwise change the Cirium Products from time to time, at any time without notice.

6.2 Where such change will lead to a material decrease in functionality, Cirium shall provide thirty (30) calendar days' notice.

6.3 During a period of thirty (30) calendar days starting on the day that Cirium provided the notice, Customer may terminate the license relating to the affected Cirium Product, by giving notice, and may request a refund of unused portions of time of the remaining term for that Cirium Product. If Customer does not exercise this right to terminate within thirty calendar days from Cirium's notice, Customer has accepted the changed product, and may no longer exercise this termination right.

6.4 In the event that Cirium discontinues any Cirium Product, Cirium may choose to offer Customer a refund of the unused portion of any prepaid fees for the applicable Contract Year, or may make available an alternative product.

## **7 Changes to the Terms**

Cirium may at its discretion change these Terms and provide notice to Customer. During a period of thirty (30) calendar days starting on the day that Cirium provided the notice, Customer may terminate the license relating to the affected Cirium Product, by giving notice. If Customer does not exercise this right to terminate within thirty (30) calendar days from Cirium's notice, Customer has accepted the changed product, and may no longer exercise this termination right. Notwithstanding aforesaid, that Cirium may update the terms on website incorporated by reference (in Clause 15 of these Terms) by posting updated terms on the website. The terms located at a URL referenced in these Terms are incorporated by reference and Cirium may provide an updated URL in place of any URL in these Terms.

## **8 Availability of Products**

8.1 Cirium shall use reasonable endeavours to ensure that Cirium products are available to Customers and Licensed Users excluding downtime for regular or emergency maintenance which shall be kept to a minimum.

8.2 Time is not of the essence in respect to the delivery of any particular Cirium product or Licensed Material, and Cirium's sole obligation and Customer's sole and exclusive remedy is to request that Cirium effect delivery or reinstate service as soon as is practically possible.

## **9 Indemnities**

9.1 Cirium will indemnify, defend and hold the Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable legal costs) payable to a third party resulting from any claim that the Licensed Material as provided by Cirium to Customer infringes any copyright or trademark of such third party (a "Claim").

9.2 This indemnity shall only apply where the Licensed Material subject to the Claim were infringing as provided by Cirium and such Licensed Materials have not been modified, amended, adjusted, altered, combined or co-mingled with or used in combination with any materials or data not furnished by Cirium.

9.3 This indemnity is further subject to (i) Customer giving Cirium prompt, written notice of any such claim; (ii) Cirium having the sole right to control and direct the investigation, the defense and settlement of each such Claim; and (iii) Customer reasonably cooperating with Cirium, at Cirium's expense, in connection with the foregoing, and making no admission or offer of settlement without the prior written authority of Cirium.

9.4 Should the Licensed Material, become, or in Cirium's opinion are likely to become, the subject of a Claim, Customer shall permit Cirium, at Cirium'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 Material; (ii) to replace or modify the Licensed Material 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 Material subject to the Claim.

9.5 The Customer shall indemnify Cirium against any liabilities, losses, damages, costs or expenses incurred by Cirium directly or indirectly as a result of any claim or course of action made or instituted against Cirium by any

third party arising from the unauthorised use of the Cirium Products or Licensed Material by the Customer or its Licensed Users.

9.6 Customer will defend Cirium and its Affiliates against any claim, demand, suit or proceeding made or brought against it by a third party alleging that any Customer Data provided to Cirium infringes or misappropriates such third party's Intellectual Property Rights, or arising from Customer's use of Cirium Product in violation of these Terms or applicable laws or regulations (each a "Third Party Claim"). Customer will indemnify Cirium from any damages and costs finally awarded against it as a result of, or for any amounts paid by Cirium under a settlement approved by Customer in writing of, a Third Party Claim, provided that Cirium: (i) promptly gives Customer written notice of the Third Party Claim; (ii) gives Customer all reasonable assistance, at Customer's cost.

## **10 Use of the Products**

10.1 The Customer shall use the Cirium Products and the Licensed Material in accordance with all laws and regulations applicable to the Customer.

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

## **11 Use Verification**

11.1 The Customer shall, within seven (7) calendar days of a written request from Cirium provide (i) a list of all individuals who have access to the Cirium Product; and (ii) an explanation of how the Cirium Product and Licensed Material are used by Customer and its Licensed Users.

11.2 Upon providing Customer with reasonable prior written notice, Cirium (including its representatives and its Affiliates or representatives or any regulators) (" Representative(s)") shall have the right, either directly or through a third party, not more than once every twelve (12) months and during Customer's normal business hours, to conduct an onsite visit to the Customers premises to verify that Cirium Products are being used in a manner consistent with the provisions of these Terms and the Order Form.

11.3 Customer shall co-operate with, and provide information as is reasonably requested by any Representative.

11.4 Without prejudice to Cirium's other rights or remedies, if Cirium, determines that Customer, Customer's Affiliates, Customer's Representatives and/or any Licensed Users are using the Cirium Product or Licensed Materials in a manner inconsistent with these Terms, Customer shall: (i) at Cirium's option, immediately cease such inconsistent use and pay Cirium the additional fees sufficient to permit such use; and (ii) reimburse Cirium for the fees due for the unlicensed use of the Licensed Materials and the cost of such verification.

11.5 Cirium shall treat as confidential all information relating to the Customer's business that it acquires in the course of such verification.

11.6 The rights of Cirium under this Clause shall continue for the term and for six (6) months thereafter.

## 12 Limitations on Liability

12.1 Nothing in these Terms or any Order Form shall exclude or limit either party's liability: (i) for death or personal injury caused by its (or its agent's or sub-contractor's) negligence; (ii) for fraud or fraudulent misrepresentation; (iii) for losses arising from breach of the provisions of the confidentiality obligations in these Terms; and (iv) matters that cannot, as a matter of law, be limited or excluded.

12.2 Other than as set out in Clause 12.1, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to these Terms exceed the total amount paid by Customer and Customer's Affiliates hereunder for the Cirium Products giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability first arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit Customer's and Customer Affiliates' payment obligations, even if a party or its Affiliates have been advised of the possibility of such damages or if a party's or its Affiliates' remedy otherwise fails of its essential purpose.

12.3 Other than as set out in Clause 12.1, in no event will either party or its Affiliates have any liability arising out of or related to these Terms and/or any Order Form for any: (i) loss of profits, business or revenues; (ii) loss of anticipated savings; (iii) loss of goodwill; (iv) business interruption; (v) loss of data (including use or receipt of data); or (vi) for any indirect, special, incidental, consequential, or exemplary damages. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, even if a party or its Affiliates have been advised of the possibility of such damages or if a party's or its Affiliates' remedy otherwise fails of its essential purpose.

12.4 Without prejudice to any of the foregoing, Cirium will not be liable for breach of any term of these Terms arising from or in relation to: (i) the use of any Cirium Product(s) in breach of these Terms; (ii) any alterations to any Cirium Product made by anyone other than Cirium or someone expressly authorised by Cirium to make that alteration; (iii) any delay or failure in the provision of any Cirium Product to Customer caused by anyone other than Cirium; or (iv) any breach of these Terms by Customer or any other wrongful or negligent act or omission by Customer, any Customer Affiliate, or any Customer Representative.

12.5 The Cirium Products may contain links to external sites. Cirium is not responsible for and has no control over the content of such sites and, to the extent permissible by law, disclaims all responsibility and liability in relation to information available on such sites or accessible from the Cirium Products via hypertext links.

## 13 Term; Suspension and Termination

13.1 The term of an Order Form will commence on the Start Date.

13.2 Except to the extent stated otherwise in an Order Form, each Order Form shall renew automatically for further periods of the term stated in the Order Form (and if no term is stated then for periods of twelve (12) months) unless either party provides the other party with no fewer than sixty (60) calendar days' notice in advance of the expiry to cancel the renewal.

13.3 The fees due for each renewal term shall be assessed at the then current prices for the Cirium Product ordered.

13.4 Without prejudice to any other right or remedy which may be available to it, Cirium may suspend or terminate Customer's access to any Cirium Product and/or the Terms immediately and without compensation if:

(i) the Customer is in breach of these Terms; (ii) the Customer fails to make any payment to Cirium within 14 (fourteen) calendar days of the due date and fails to remedy such breach within 14 (fourteen) calendar days after written notice from Cirium specifying the breach and requiring it to be remedied; (iii) 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; (iv) Customer or any entity controlling Customer acquires, is acquired by and/or merges with another legal entity; or (v) Customer or any Licensed Users is sanctioned by any trade sanctions regimes including but not limited to any of the United Kingdom, the European Union, the United Nations or the United States of America.

13.5 Cirium shall additionally be entitled to suspend supply of the Cirium Products to the Customer if it reasonably suspects that the Customer or any Licensed User is in breach of these Terms, and may impose a reasonable charge to the Customer for restoring the Cirium Products.

#### **14 Consequences of Termination or Expiry**

14.1 On expiry, or on termination or cancellation for any reason, the Customer, its Affiliates, all Customer Representatives, and all Licensed Users shall immediately cease using all of the terminated Cirium Product(s) and Licensed Material, and shall promptly delete such Licensed Material from each of their systems, applications or other storage. Customer shall provide certification to Cirium of any such destruction upon Cirium's request.

14.2 The undertaking to delete Licensed Material does not apply to any data which the 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 and for as long as Customer (i) continues to comply with the provisions of these Terms in Clause 2 (Scope of Use), Clause 5 (Intellectual Property Rights) as well as Clause 16 (Confidentiality), and (ii) only retains such copies in its archives and does not use the Licensed Material in any part of its business for any reason.

14.3 In no event will the termination or expiry relieve Customer of its obligation to pay any fees payable to Cirium for the period prior to the effective date of termination.

14.4 If the Order Form is terminated for any reason other than discontinuation of the applicable Cirium Product, Customer must pay any unpaid fees covering the remainder of the term of existing Order Forms to Cirium.

14.5 Expiry or termination of these Terms shall be without prejudice to the accrued rights and obligations of the parties and, in particular, Clause 25 (Definitions), Clause 5 (Intellectual Property Rights), Clause 11 (Use Verification), Clause 12 (Limitation of Liability), Clause 16 (Confidentiality), and Clause 3 (Fees) in so far as it sets out Customer's obligation to pay all amounts due hereunder shall survive expiry or termination for whatever reason.

#### **15 Data Protection**

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



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

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

15.4 GDPR Article 14 Transparency/Notices: Where applicable, as required of Cirium under the transparency obligations of the Data Protection Laws, Customer shall inform Customer clients, prospects and suppliers whose personal data Cirium receives as a controller that Customer share their personal data with Cirium as described in the applicable Processing Notice at <https://risk.lexisnexis.co.uk/processing-notices>, and Customer shall make available to Cirium all information necessary to demonstrate such compliance with the foregoing.

## 16 Confidentiality

16.1 Each party receiving Confidential Information (“Receiving Party”) from the other party (“Disclosing Party”) shall: (i) use the Disclosing Party’s Confidential Information solely for the purposes of fulfilling its obligations under these Terms (ii) 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 (iii) 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.

16.2 The obligations of confidentiality shall not apply where the Receiving Party can demonstrate that the Confidential Information: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) is or was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is or was received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

16.3 Upon the expiry or termination of these Terms, each party will promptly return or destroy the relevant Confidential Information of the other and any copies, extracts and derivatives thereof, except as otherwise set out in these Terms.

16.4 The Receiving Party may disclose Confidential Information of the Disclosing Party 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.

16.5 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 these Terms.

## 17 Notice

17.1 To Customer. Cirium may provide any notice to Customer under these Terms by: (i) posting a notice on Cirium's website; or (ii) sending a message to the email address then associated with Customer's account. Notices provided by Cirium by posting on its website will be effective upon posting and notices by email will be effective when Cirium 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.

17.2 To Cirium. To give Cirium notice under these Terms, Customer must contact Cirium as follows: by personal delivery, overnight courier or registered or certified mail to LNRS Data Services Limited, Quadrant House, Sutton, Surrey, SM2 5AS, United Kingdom, attention General Counsel. Cirium may update the address for notices by posting a notice on Cirium'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 by registered or certified mail will be effective three (3) business days after they are sent.

## 18 Governing Law and Jurisdiction

18.1 These Terms and any dispute or non-contractual obligation arising out of or in connection with them shall be governed by, and construed in accordance with the laws of England and Wales.

18.2 Each party hereby submits to the exclusive jurisdiction of the courts of England and Wales over any dispute arising out of or in connection with these Terms.

## 19 Entire Agreement

19.1 These Terms, including all schedules hereto and together with the Order Form, constitutes the entire agreement and understanding between the parties and supersedes any prior and contemporaneous agreements, proposals or representations, written or oral, between them concerning the subject matter of these Terms and the Order Forms. Each party acknowledges that, in entering into these Terms, 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 these Terms or any Order Form. Nothing in these Terms shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

19.2 Neither these Terms, nor any order or associated Order Form shall be modified by any purchase order submitted by Customer, even if such purchase order is accepted by Cirium.

## 20 Assignment

Customer may not assign, novate or otherwise transfer any of its rights or obligations hereunder, whether by operation of law or otherwise, without Cirium's prior written consent. Cirium may assign, novate or otherwise transfer any or all of its rights and/or obligations under these Terms at any time; provided, the assignor/transferee assumes the performance obligations set forth hereunder. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

## 21 Relationship of the Parties

The parties are independent contractors. Nothing in these Terms shall be construed as constituting a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

## 22 Third-Party Beneficiaries

Save as expressly set out in these Terms, a person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms or otherwise.

## 23 Waiver and Cumulative Remedies

No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. The rights and remedies arising under, or in connection with, these Terms are cumulative and, except where otherwise expressly provided in these Terms, do not exclude rights and remedies provided by law or otherwise. Any termination of these Terms and/or parts of them does not affect any accrued rights or liabilities of either party and nor does it affect the coming into force or the continuance in force of any provision of the Terms that is expressly or by implication intended to come into or continue in force on or after such termination.

## 24 Severability

If any provision (or part provision) of these Terms is or becomes illegal, invalid or unenforceable in any respect: (i) it shall not affect or impair the legality, validity or enforceability of the remaining provisions of these Terms; and (ii) that provision (or part provision) shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and enforceable effect.

## 25 Definitions

**These Terms contain the following definitions:**

**“Affiliate”** in respect of a corporate entity means any other corporate entity which directly or indirectly, controls, is controlled by or is under common control with such entity and the term “control” (including the terms “controlled by” and “under common control with”) in relation to an entity means the power to direct or cause the direction of the management and policies of another entity, whether through the ownership of 50% or more of the voting securities, by contract or otherwise;

**“Confidential Information”** means any information which is disclosed by one party to the other whether before or after the Start Date, which is designated in writing as confidential or would appear to a reasonable person to be confidential and which relates to a party’s business, affairs, operations, customers, processes, budgets, pricing policies, products, information, strategies, developments, trade secrets, know-how, design rights, market opportunities, personnel, plans or intentions, suppliers, other contracting parties, or other persons in respect of whom a confidentiality obligation may arise of the party disclosing it.

**“Contract Year”** means any period of 12 consecutive calendar months commencing on (a) the Start Date of an order or (b) any anniversary thereof occurring during the term of the applicable Order Form.

**“Customer”** means the legal entity specified as customer in the applicable Order Form;



**“Customer Data”** means all code, data, documents, information, text, drawings, statistics, analysis, diagrams, images, sounds and other materials embodied in any form relating to Customer which Customer may supply (or make available) to Cirium, Cirium’s Affiliates and/or a Cirium sub-contractor.

**“Customer Representative”** means an individual contractor or agent engaged by Customer to perform services in support of Customer’s use of the Licensed Material in accordance with the Permitted Purpose. A Customer Representative with access to the Licensed Material shall at all times be bound to written terms and conditions with Customer consistent with the terms and conditions protecting the Licensed Material as required under these Terms.

**“Derived Materials”** means materials created by or on behalf of the Customer incorporating more than an insubstantial portion of the Licensed Material in combination with other information and/or data for the purposes of creating another product or other offering, whether in the form of analyses, directories, databases, mailing lists or otherwise and irrespective of whether such Product is paid for or not.

**“Cirium”** is a trading name of LNRS Data Services Limited, and all references to Cirium in these Terms are to LNRS Data Services Limited.

**“Cirium Products”** means: the data products or information services (delivered in various formats and channels including but not limited to online user interfaces, by emails, in excel spreadsheets or pdf documents, made available on FTP servers or other secure online locations, or via an application program interface or other automated means), online reference services and software tools including all components thereof licensed by or on behalf of Cirium.

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