

ICIS GLOBAL TERMS AND CONDITIONS – MARCH 31, 2018 TO APRIL 06, 2022

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1. GENERAL

1.1 These Terms apply to all ICIS Products and Services supplied by or on behalf of LNRS Data Services Inc., doing business as ICIS, (“ICIS”) as may be ordered by Customer from time to time via a signed order as accepted and fulfilled by ICIS (“Order Form”).

1.2 Each Order Form identifies specific ICIS Products and Services(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 authorized on an Order Form, the license granted under these Terms shall not extend to any of Customer’s Affiliates, and Customer shall not make any ICIS Products and Services available to any of its Affiliates except with ICIS’s express prior written approval.

1.4 Where ICIS expressly permits the use of ICIS Products and Services by one or more Customer Affiliate(s), each such Customer’ 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 Customers remain solely liable) including any restrictions on access to or use of any ICIS Products and Services.

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, user numbers or usage entitles ICIS to charge additional fees. Customer shall be liable for all access to and use of the Licensed Material by any of its Affiliates.

1.6 ICIS Products and Services may be provided by an Affiliate of ICIS.

2. LICENSE TERMS AND USE RESTRICTIONS

2.1 Subject to Customer fulfilling its obligations under these Terms and prompt payment of all fees, ICIS grants Customer a non-exclusive, non-transferable, non-sublicensable, limited term, revocable license for the Customer and its Licensed Users for the Licensed Business Functions to access and use the ICIS Products and Services and the Licensed Material at the Licensed Locations for the Permitted Purposes only, and at all times subject to and in accordance with these Terms. All other uses are expressly reserved and prohibited.

2.2 Subject to the above, Customer and its Licensed Users may: (i) search, interrogate, and display the data accessed through the Licensed Material on screen; (ii) make a limited number of printouts of items included in the Licensed Material using the printing commands contained in the ICIS Products and Services; (iii) download and store in machine readable format a single copy of insubstantial portions of the Licensed Material; and (iv) download and store a single copy of relevant Licensed Material for the Customer's audit and regulatory purposes but not for any other purpose.

2.3 The following is not permitted in this license but would be subject to a separate additional license or agreement and additional or different fees or payment arrangements:

- 2.3.1 the creation of Derived Materials,
- 2.3.2 resale or distribution to third parties.

2.4 The Customer may not:

- 2.4.1 abstract, download, store, reproduce, transmit, display, copy or use the Licensed Material other than as expressly permitted in these Terms or Order Form;
- 2.4.2 lend, sell, resell, license, sublicense, distribute, make available, rent or lease any ICIS Products and Services or any parts of the Licensed Material or include it in a service bureau or outsourcing offering;
- 2.4.3 modify the ICIS Products and Services or the Licensed Material without ICIS's express written permission;
- 2.4.4 use any algorithm, application, device, method, system or software to: (i) access, use, search, copy, monitor, mine, extract or scrape data or other Licensed Material from the ICIS Products and Services; or (ii) disable or incapacitate any part of the ICIS Products and Services or any usage tracking application or program used by ICIS;
- 2.4.5 circulate, distribute or make available the Licensed Material to any party other than Licensed Users, make multiple printouts or copies of Licensed Material or otherwise allowing the same, whether explicitly or implicitly (with the exception of Section 2.5 – on ad-hoc inclusion in presentations below);
- 2.4.6 make the ICIS Products and Services or any Licensed Material available to any party other than Licensed Users on a local area network, a wide area network or on any intranet or extranet except as required to achieve the Permitted Purpose;
- 2.4.7 use or authorize the use of software incorporated in the ICIS Products and Services other than as part of the ICIS Products and Services;
- 2.4.8 use or access any ICIS Products and Services for the purposes of monitoring its availability, performance or functionality, or for any other competitive purposes;
- 2.4.9 use the ICIS Products and Services or Licensed Material therein for or in conjunction with any unlawful purpose;
- 2.4.10 interfere with or disrupt the integrity or performance of any ICIS Products and Services or third-party data contained therein;
- 2.4.11 remove any copyright or other proprietary rights notice contained or included in the ICIS Products and Services or Licensed Material;
- 2.4.12 permit or seek to obtain direct or indirect access to or use of any ICIS Products and Services in a way that circumvents a contractual usage limit;
- 2.4.13 except as permitted by applicable law, copy, reverse engineer, decompile or modify any software incorporated in any ICIS Products and Services or any part, feature, function or user interface thereof or make any other attempt to discover the source code or scripts used to provide the ICIS Products and Services;
- 2.4.14 use the ICIS Products and Services in any way that may infringe any intellectual property right of ICIS, its Affiliates, any of ICIS's third-party data providers and/or any other third parties;
- 2.4.15 do anything that could reasonably be assumed to jeopardize ICIS's or any of ICIS's Affiliates' relationships with any of its or their third party providers, or any other third party; or

- 2.4.16 use the ICIS Products and Services and any Licensed Material in any way not expressly authorized in these Terms or Order Form.

2.5 In the event that ICIS agrees with Customer in the Order Form that Customer may include small extracts of Licensed Material in presentations to customers and prospects on an ad-hoc basis, Customer shall acknowledge ICIS as a data source and accompany the extract with the following disclaimer in all such presentations:

- *“This information has been extracted from an ICIS product. ICIS has not seen or reviewed any conclusions, recommendations or other views that may appear in this document. ICIS makes no warranties, express or implied, as to the accuracy, adequacy, timeliness, or completeness of its data or its fitness for any particular purpose. ICIS disclaims any and all liability relating to or arising out of use of its data and other content to the fullest extent permissible by law.”*

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

2.7 The use of and access to ICIS Products and Services are subject to usage limits, including the quantities specified in the Order Form. If Customer exceeds a contractual usage limit, ICIS may charge for uses above the contractual limits.

2.8 Customer grants to ICIS and its Affiliates:

- 2.8.1 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 ICIS to produce and supply ICIS Products and Services; and
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- 2.8.2 a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into ICIS’s and/or its Affiliates’ services and products (including the ICIS Products and Services) Customer Data as well as any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or users relating to the operation of or other attributes of any ICIS 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 ICIS Products and Services 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 Quantities or levels of usage licensed cannot be decreased during any Contract Year.

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

3.5 If any invoiced amount is not received by ICIS by the due date, then without limiting its rights or remedies: (i) those charges may accrue late interest at the rate of one and one-half per cent (1.5%) of the outstanding balance per month; (ii) ICIS may suspend or terminate Customer’s access to the ICIS Products and Services until such amounts are paid in full; (iii) ICIS may condition future renewals on payment terms shorter than those specified in these Terms.

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

4. ACCESS TO ICIS PRODUCTS AND SERVICES; SECURITY

4.1 The Customer shall comply with all of ICIS’s instructions relating to the security of the ICIS Products and Services and the Licensed Material. Customer shall have in place and maintain appropriate and up-to-date technical and organizational measures designed to protect all Licensed Material against unauthorized access, disclosure, copying or distribution, and Customer shall comply with ICIS’s reasonable instructions from time to time in any matters relating to the protection of and the prevention of piracy of Licensed Material.

4.2 A specially designated username and password may be allocated by ICIS to the Customer and to Licensed Users for the sole use of the Customer or Licensed Users to access the Products and the Licensed Material. Where usernames are issued, they are unique to the named individual Licensed User and must not be shared or transferred. ICIS may alter usernames and/or passwords from time to time in accordance with its standard security procedures and shall inform the Customer accordingly.

4.3 The Customer shall notify ICIS promptly if it becomes aware or suspects that any unauthorized person has obtained a password. ICIS will alter the password and inform the Customer accordingly.

4.4 Customer shall inform ICIS immediately if any Licensed User no longer requires access to ICIS Products and Services to perform their work for Customer for any reason so that such Licensed User's access to the ICIS Products and Services and related documentation can be disabled promptly.

4.5 If ICIS suspects that a password is being used by more than one person or by anyone other than the Licensed User for whom it was issued, or if ICIS detects use of the Licensed Material in excess of licensed usage specified on the applicable Order Form, it may immediately suspend access by Customer and/or individual accounts or cancel the relevant password.

5. INTELLECTUAL PROPERTY RIGHTS

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

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

5.3 In the event that Customer were to own any rights in any ICIS Products and Services or Licensed Material, Customer shall assign to ICIS, 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 ICIS may consider reasonably necessary to give effect to this Section.

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.

6. CHANGES TO THE PRODUCT; DISCONTINUATION

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

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

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

6.4 In the event that ICIS discontinues any ICIS Products and Services, ICIS 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

7.1 ICIS 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 ICIS provided the notice, Customer may terminate the license relating to the affected ICIS Products and Services, by giving notice. If Customer does not exercise this right to terminate within thirty (30) calendar days from ICIS's notice, Customer has accepted the changed terms, and may no longer exercise this termination right.

8. AVAILABILITY OF ICIS PRODUCTS AND SERVICES

8.1 ICIS shall use reasonable endeavors to ensure that ICIS Products and Services 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 ICIS Product and Service or Licensed Material, and ICIS's sole obligation and Customer's sole and exclusive remedy is to request that ICIS effect delivery or reinstate service as soon as is practically possible.

9. INDEMNITIES

9.1 ICIS 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 ICIS 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 ICIS 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 ICIS.

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

9.4 Should the Licensed Material, become, or in ICIS's opinion are likely to become, the subject of a Claim, Customer shall permit ICIS, at ICIS'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 ICIS against any liabilities, losses, damages, costs or expenses incurred by ICIS directly or indirectly as a result of any claim or course of action made or instituted against ICIS by any third party arising from the unauthorized use of the ICIS Products and Services or Licensed Material by the Customer or its Licensed Users.

9.6 Customer will defend ICIS 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 ICIS infringes or misappropriates such third party's Intellectual Property Rights, or arising from Customer's use of ICIS Products and Services in violation of these Terms or applicable laws or regulations (each a "Third Party Claim"). Customer will indemnify ICIS from any damages and costs finally awarded against it as a result of, or for any amounts paid by ICIS under a settlement approved by Customer in writing of, a Third Party Claim, provided that ICIS: (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 ICIS Products and Services 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 ICIS Products and Services, and the Customer shall pay all relevant charges associated with such hardware, equipment or other network components of Customer.

11. VERIFICATION AND AUDIT

11.1 The Customer shall, within fourteen (14) calendar days of a written request from ICIS, provide (i) a list of all individuals who have access to the ICIS Products and Services; and (ii) an explanation of how the ICIS Products and Services and Licensed Material are used by Customer and its Licensed Users.

11.2 Upon providing Customer with reasonable prior written notice, ICIS (including its representatives and its Affiliates or representatives of any regulators) ("Audit Representative(s)") shall have the right, either directly or through a third party auditor and not more than once every twelve (12) months, to conduct an audit during Customer's normal business hours to verify that ICIS Products and Services 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 Audit Representative.

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

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

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

12. WARRANTIES; LIMITATIONS ON LIABILITY

12.1 The ICIS Products and Services and Licensed Material are provided by ICIS on an 'as is' and 'as available' basis. ICIS excludes to the extent permitted by law all implied warranties relating to fitness for a particular purpose, merchantability, accuracy, timeliness, and completeness. ICIS is not responsible for errors and omissions in the Licensed Materials of any kind, regardless of the cause, or for results obtained from using ICIS Products and Services or Licensed Material.

12.2 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.

12.3 Other than as set out in Section 12.2, 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 ICIS Products and Services 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.

12.4 Other than as set out in Section 12.2, 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.

12.5 Without prejudice to any of the foregoing, ICIS will not be liable for breach of any term of these Terms arising from or in relation to: (i) the use of any ICIS Products and Services in breach of these Terms; (ii) any alterations to any ICIS Products and Services made by anyone other than ICIS or someone expressly authorized by ICIS to make that alteration; (iii) any delay or failure in the provision of any ICIS Products and Services to Customer caused by anyone other than ICIS; 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.

12.6 The ICIS Products and Services may contain links to external sites. ICIS 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 ICIS Products and Services via hypertext links.

13. TERM; SUSPENSION AND TERMINATION

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

13.2 Except to the extent stated otherwise in an Order Form, each order shall renew automatically for further periods of twelve (12) months (or such other term stated in the Order Form), unless either party provides the other party with no fewer than thirty (30) 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 ICIS Products and Services ordered.

13.4 Without prejudice to any other right or remedy which may be available to it, ICIS may suspend or terminate Customer's access to any ICIS Products and Services 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 ICIS within fourteen (14) calendar days of the due date and fails to remedy such breach within fourteen (14) calendar days after written notice from ICIS 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 sanction 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 ICIS shall additionally be entitled to suspend supply of the ICIS Products and Services 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 ICIS Products and Services.

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 ICIS Products and Services(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 ICIS of any such destruction upon ICIS'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 Section 2.4 (license restrictions) Section 4.1 (security), Section 5 (Intellectual Property Rights) as well as Section 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 ICIS 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 ICIS Products and Services, Customer must pay any unpaid fees covering the remainder of the term of existing Order Forms to ICIS.

14.5 Expiry or termination of these Terms shall be without prejudice to the accrued rights and obligations of the parties and, in particular, Section 25 (Definitions), Section 5 (Intellectual Property Rights), Section 11 (Verification and Audit), Section 12 (Limitation of Liability), Section 16 (Confidentiality) and Section 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 The terms "controller", "data subject", "personal data", "personal data breach", "processing", and "processor" will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term 'data controller' or 'data processor', they shall be read as controller and processor, respectively. "Data Protection Laws" means all data protection laws and regulations, including those of the United Kingdom ("UK"), Switzerland, European Economic Area ("EEA") and the European Union ("Union"), applicable to the processing of personal data under the Terms, including the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR") from May 25, 2018.

15.2 Customer recognizes that, in the process of accessing and using the ICIS Products and Services and Licensed Materials, it and the Licensed Users will supply personal data. Customer represents and warrants that it and the Licensed Users have complied with all applicable obligations under the Data Protection Laws in supplying personal data to ICIS, including providing any required notices and obtaining any required consents and authorizations for ICIS's processing such personal data and that it is responsible for its decisions and actions concerning the use and other processing of the personal data.

15.3 To the extent that ICIS act as a processor of personal data on Customer's behalf, ICIS will process such personal data in accordance with the Data Protection Laws and, as of May 25, 2018, the GDPR Data Processing Addendum ("DPA") attached to these Terms.

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

15.5 Customer agrees that while ICIS Products and Services provide analysis and insight, Customer alone will be responsible for any decisions it may take using insights from ICIS Products and Services as one of several factors, and that therefore Customer will

be responsible for compliance with any requirements under Articles 21 or 22 GDPR in so far as they might arise as well as for responding to any requests from any data subject (subject to Section 4 of the DPA).

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 Section.

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 Section 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 Section shall survive the termination or expiration of these Terms.

17. NOTICE

17.1 To Customer. ICIS may provide any notice to Customer under these Terms by: (i) posting a notice ICIS’s website; or (ii) sending a message to the email address then associated with Customer’s account. Notices ICIS provides by posting on its website will be effective upon posting and notices by email will be effective when ICIS 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 ICIS. To give ICIS notice under these Terms, Customer must contact ICIS as follows: by personal delivery, overnight courier or registered or certified mail to LNRS Data Services Inc., 3355 West Alabama Street, Suite 700, Houston Texas 77098 , attention General Counsel and at legalnotices@lexisnexis.co.uk and csc@icis.com. ICIS may update the address for notices by posting a notice on ICIS’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 provided confirmation is sent by post or on receipt of a read receipt email from the above mentioned to LexisNexis Risk email address.

18. GOVERNING LAW AND JURISDICTION

18.1 New York law governs the interpretation and enforcement of these Terms, regardless of the law that might otherwise apply under applicable principles of conflicts of law. The parties agree that any suit, action or proceeding arising out of or relating to these Terms shall be instituted only in the United States District Court for the Southern District of New York or a New York State Court located in New York County.

18.2 Each of the parties consents to the exclusive jurisdiction of such courts in any such action or proceeding, waives any objection to venue laid therein and agrees not to plead or claim in any such courts that a proceeding brought therein has been brought in an inconvenient forum.

18.3 Each party shall comply with all laws and regulations respectively applicable to it in connection with the supply, receipt or use of the ICIS Products and Services(s) and the Licensed Material.

19. ENTIRE AGREEMENT

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.

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 ICIS.

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 ICIS's prior written consent. ICIS may assign, novate or otherwise transfer any or all of its rights and/or obligations under these Terms at any time, provided that the assignee/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

These Terms do not create, and shall not be construed as creating, any rights in favor of any person or entity not a party to these Terms, except for ICIS Affiliates in connection with the facilitation of the obligations set forth under these Terms.

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;

“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 ICIS, ICIS’s Affiliates and/or a ICIS sub-contractor;

“Customer Representative” means an individual contractor, consultant 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, and in particular such terms and conditions shall require that the contractor, consultant or agent may only use the Licensed Materials 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;

“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 or offering is paid-for or not;

“ICIS” is a registered business name of LNRS Data Services Inc., and all references to ICIS in these Terms are to LNRS Data Services Inc.;

“ICIS Products and Services and Services” 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 ICIS;

“Intellectual Property Rights” means (i) patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not) or know how) registered designs, rights in copyright (including authors’ and neighboring or related rights), database rights, design rights, mask work rights, trademarks and service marks; (ii) all registrations or applications to register any of the items referred to in paragraph (i); and (iii) all rights in the nature of any of the items referred to in paragraphs (i) or (ii) including all proprietary rights, updates, continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction;

“Licensed Business Function” means the business function set out in the Order Form;

“Licensed Location” means the locations set out in the Order Form;

“Licensed Material” means all information, data and editorial content including all updates thereof, contained within or made available through or as part of ICIS Products and Services, whether such information, data or editorial content is obtained by ICIS from publicly available sources or third party providers or generated or curated by ICIS itself;

“Licensed User” means a named employee or Customer Representative of the Customer who is authorized to access and use the Licensed Material in accordance with these Terms, the Permitted Purpose and the special conditions set forth in the applicable Order Form;

“Permitted Affiliate” means each of the Customer’s Affiliates listed on the applicable Order Form;

“Permitted Purpose” shall have the meaning set out in the Order Form as the use case;

“Personal Data” means any information relating to an identified or identifiable individual that ICIS is processing on behalf of Customer under these Terms;

“Start Date” means the commencement date of Customer’s access to the Licensed Materials listed on the applicable Order Form.

SCHEDULE 1: DATA PROTECTION GDPR DATA PROCESSING ADDENDUM ("DPA")

1. [Scope](#)
2. [Processing](#)
3. [Subprocessing](#)
4. [Data Subject Rights](#)
5. [Transfer](#)
6. [Security of Processing](#)
7. [Personal Data Breach](#)
8. [Records of Processing Activities](#)
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1. Scope

1.1. This DPA applies to ICIS's processing of personal data on Customer's behalf under the Terms if such processing is subject to the General Data Protection Regulation ("GDPR"). With regard to such processing, Customer is the controller of the personal data and ICIS are the processor of the personal data. This DPA does not apply where ICIS are a controller of personal data or the provision of the ICIS Products and Services(s) and Licensed Material by ICIS is subject to other applicable laws or regulations.

2. Processing

2.1. ICIS shall not engage another processor without Customer's prior specific or general written authorization. In the case of general written authorization, ICIS shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes in the manner more specifically set forth herein.

2.2. ICIS's processing shall be governed by this DPA under Union or governing Member State law as set forth in the Terms. In particular, ICIS shall:

- a) process the personal data only on Customer's documented instructions, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by the Union or Member State law governing such personal data. In such a case, ICIS shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) take all measures required pursuant to Article 32 of the GDPR;
- d) respect the conditions referred to in paragraphs 2.1 and 2.3 for engaging another processor;
- e) taking into account the nature of the processing, assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- f) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to ICIS;
- g) at Customer's choice and/or on expiry or termination of the Terms, delete or return to Customer all the personal data after the end of the provision of services relating to processing and delete existing copies unless Union or Member State or other applicable law requires storage of the personal data (which for the avoidance of doubt, does not apply to aggregated or anonymized data);
- h) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor Customer mandate;
- i) immediately inform Customer if, in ICIS's opinion, an instruction from Customer to ICIS infringes the GDPR or other Union or Member State data protection provisions.

2.3. Where ICIS engages another processor for carrying out specific processing activities on Customer's behalf, the same data protection obligations as set out in this DPA shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil those data protection obligations, ICIS shall (subject to the terms of the Terms) remain fully liable to Customer for the performance of that other processor's obligations.

2.4. The subject-matter of ICIS's processing is the personal data provided in respect of the ICIS Products and Services and Licensed Materials under the Terms. The duration of the processing is the duration of the provision of the ICIS Products and Services and Licensed Materials under the Terms. The nature and purpose of the processing is in connection with the provision of the ICIS Products and Services and Licensed Materials under the Terms. The types of personal data processed are as set out in relevant product descriptions and other types of personal data submitted to the ICIS Products and Services. The categories of data subjects are Customer's employees, Customer Representatives, Licensed Users and clients, prospects, suppliers, business partners and others whose personal data is submitted to the ICIS Products and Services.

2.5. The Terms including this DPA are Customer's complete and final documented instructions to ICIS for the processing of personal data. Additional or alternate instructions must be agreed upon separately by the parties. ICIS will ensure that its personnel engaged in the processing of personal data will process personal data only on Customer's documented instructions, unless required to do so by Union, Member State or other applicable law.

3. Subprocessing

3.1. Customer hereby provide ICIS general consent to engage other processors for the processing of personal data in accordance with this DPA. ICIS shall maintain a list of such processors (which ICIS may update from time to time) and make it available to Customer on request. Customer may object to the change without penalty by notifying ICIS within fourteen (14) calendar days after receipt of ICIS's notice. Without prejudice to any applicable refund or termination rights Customer have under the Terms, ICIS shall use reasonable endeavors to change, modify or remove the affected ICIS Products and Services or Licensed Materials to avoid processing of personal data by such new processor to which Customer reasonably object.

4. Data Subject Rights

4.1. ICIS shall, to the extent legally permitted, promptly notify Customer of any data subject requests ICIS receives and reasonably cooperate with Customer to fulfil Customer's obligations under the GDPR in relation to such requests. Customer shall be responsible for any reasonable costs arising from ICIS's providing assistance to Customer to fulfil such obligations.

5. Transfer

5.1. ICIS shall ensure that, to the extent that any personal data originating from the UK, Switzerland or EEA is transferred by ICIS to another processor in a country or territory outside the UK, Switzerland or EEA that has not received a binding adequacy decision by the European Commission or competent national data protection authority, such transfer shall be subject to an appropriate transfer mechanism that provides an adequate level of protection in accordance with the GDPR.

6. Security of Processing

6.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- a) the pseudonymization and encryption of personal data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

6.2. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.

6.3. The parties shall take steps to ensure that any natural person acting under the authority of either party who has access to personal data does not process them except on instructions from Customer, unless he or she is required to do so by Union or Member State law.

7. Personal Data Breach

7.1. ICIS shall notify Customer without undue delay after becoming aware of a personal data breach and shall reasonably respond to Customer's requests for further information to assist Customer in fulfilling Customer's obligations under Articles 33 and 34 of the GDPR.

8. Records of Processing Activities

8.1. ICIS shall maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of personal data on Customer's behalf, make them available to Customer as required.

9. Audit

9.1. Audits shall be:

- a) Limited to the processing of personal data and compliance with this DPA only;
- b) Conducted by an independent third party reputable auditor;
- c) Subject to the execution of appropriate confidentiality undertakings;
- d) Conducted no more than once per year, unless a demonstrated reasonable belief of non-compliance with the Terms has been made, upon thirty (30) days written notice and having provided a plan for such review; and
- e) Conducted at a mutually agreed upon time and in an agreed upon manner.

10. Conflict

10.1. If there is any conflict or inconsistency between the terms of this DPA and the Terms, the terms of this DPA shall control to the extent required by law. Otherwise, the Terms shall control in the case of such conflict or inconsistency.