

Terms and Conditions

1. General

1.1 These Terms apply to the XpertHR core products (“Core Product(s)”) supplied by or on behalf of LNRS Data Services Ltd, trading as XpertHR, (“XpertHR”) as may be ordered by Customer from time to time via a signed order as accepted and fulfilled by XpertHR (“Order Proposal”).

1.2 If XpertHR makes any of its products or services available under a Limited User Licence as part of a free trial or to a registered or unregistered user of the XpertHR website, (i) those products and services will be considered XpertHR “Core Product(s)” under these Terms, even if the products and services are not specified in an Order Form; and (ii) such user accessing the XpertHR Core Product(s) shall be considered a “Customer” for the purpose of these Terms (notwithstanding the definitions of XpertHR “Core Product(s)” or “Customer” contained herein). By accessing the XpertHR Core Product(s), such user hereby agrees to, and such access is subject to, these Terms. Specific additional terms relating to free trial use are set out in Clause 5.

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

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

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

1.6 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 XpertHR to charge additional fees. Customer shall be liable for all access to and use of the Licensed Material by any of its Affiliates.

1.7 XpertHR Core Product(s) may be provided by an Affiliate of XpertHR.

1.8 Further, by accessing any of the Licensed Materials, unregistered users and users on a Registered Use basis hereby agree to, and such access is subject to, these Terms. Such users will have limited access to the Licensed Materials as determined by XpertHR from time to time at its sole discretion.

2. Licence Terms and Use Restrictions

2.1 Subject to Customer fulfilling its obligations under these Terms and (other than in respect of a Limited User Licence) prompt payment of all fees, XpertHR grants Customer a non-exclusive, non-transferable, non-sublicensable, limited term, revocable licence for Customer and its Licensed Users to access and use the XpertHR Core Product(s) and the Licensed Material for the Permitted Purposes only, and only as permitted by the relevant Licence Type, and at all times subject to and in accordance with these Terms. All other uses are expressly reserved and prohibited.

2.2 Unless otherwise specified in the Order Proposal, the Licence Type shall be a Limited User Licence.

2.3 Subject to the above and save as set out below, 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 XpertHR Core Product(s); (iii) download and store in machine readable format a copy of insubstantial portions of the Licensed Material; (iv) download and store template documents and adapt them for use in Customer's organisation; and (v) download and store a single copy of relevant Licensed Material for Customer's audit and regulatory purposes but not for any other purpose.

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

2.4.1 the creation of Derived Materials;

2.4.2 resale or distribution to third parties.

2.5 Customer may not:

2.5.1 abstract, download, store, reproduce, transmit, display, copy or use the Licensed Material other than as expressly permitted in these Terms;

2.5.2 lend, sell, resell, license, sublicense, distribute, make available, rent or lease any XpertHR Core Product(s) or any parts of the Licensed Material or include it in a service bureau or outsourcing offering;

2.5.3 modify the XpertHR Core Product(s) or the Licensed Material without XpertHR's express written permission;

2.5.4 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 XpertHR Core Product(s); or (ii) disable or incapacitate any part of the XpertHR Core Product(s) or any usage tracking application or program used by XpertHR;

2.5.5 make multiple printouts or copies of Licensed Material for distribution to any party other than Licensed Users (with the exception of Clause 2.6 - on ad hoc inclusion in presentations below);

2.5.6 make the XpertHR Core Product(s) 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 may be otherwise agreed;

2.5.7 use or authorise the use of software incorporated in the XpertHR Core Product(s) other than as part of the XpertHR Core Product(s);

2.5.8 use or access any XpertHR Core Product(s) for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking, comparison with products not supplied by XpertHR or other competitive purposes;

2.5.9 use the XpertHR Core Product(s) or Licensed Material therein for or in conjunction with any unlawful purpose;

2.5.10 interfere with or disrupt the integrity or performance of any XpertHR Core Product(s) or third-party data contained therein;

2.5.11 remove any copyright or other proprietary rights notice contained or included in the XpertHR Core Product(s) or Licensed Material;

2.5.12 permit or seek to obtain direct or indirect access to or use of any XpertHR Core Product(s) in a way that circumvents a contractual usage limit;

2.5.13 except as permitted by applicable law, copy, reverse engineer, decompile or modify any software incorporated in any XpertHR Core Product(s) 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 XpertHR Core Product(s);

2.5.14 use the XpertHR Core Product(s) in any way that may infringe any intellectual property right of XpertHR, its Affiliates, any of XpertHR's third-party data providers and/or any other third parties;

2.5.15 do anything that could reasonably be assumed to jeopardise XpertHR's or any of XpertHR's Affiliates' relationships with any of its or their third-party providers, or any other third party;

2.5.16 use the XpertHR Core Product(s) and any Licensed Material in any way not expressly authorised in these Terms.

2.6 Notwithstanding the foregoing, Customer may include small extracts of Licensed Material in presentations on an ad hoc basis, provided always that Customer acknowledges XpertHR 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 XpertHR. XpertHR has not seen or reviewed any conclusions, recommendations or other views that may appear in this document. XpertHR makes no warranties, express or implied, as to the accuracy, adequacy, timeliness, or completeness of its data or its fitness for any particular purpose. XpertHR 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."

2.7 XpertHR accepts no liability or responsibility to any third party who benefits from, uses or relies on the XpertHR Core Product(s) or gains access to the Licensed Material. Customer will indemnify XpertHR from and against all liabilities, losses, damages, costs and expenses that XpertHR incurs in connection with any claims against XpertHR by any such third party.

2.8 The use of and access to XpertHR Core Product(s) are subject to usage limits, including the quantities specified in the Order Proposal: (i) where a quantity in the Order Proposal refers to Licensed Users, the XpertHR Core Product(s) may not be accessed by more than that number of Licensed Users; (ii) if Customer exceeds a contractual usage limit, XpertHR may charge for uses above the contractual limits.

2.9 Customer grants to XpertHR and its Affiliates (subject always to Clause 15 and the GDPR Data Processing Addendum ("DPA")):

2.9.1 a royalty-free, non-exclusive, worldwide licence to host, copy, transmit, amend, adapt, translate, co-mingle with other data and display Customer Data as reasonably necessary for XpertHR to produce and supply XpertHR Core Product(s); and

2.9.2 a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into XpertHR's and/or its Affiliates' services and products (including the XpertHR Core Product(s)) 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 XpertHR's or its Affiliates' services and products.

3. Educational Licence

3.1 With respect to an Educational Licence, Customer shall ensure that (a) within its institution, Authorised Educational Users are made aware that only use of the XpertHR Core Product(s) in accordance with the Permitted Purpose is allowed; (b) no unauthorised user is given access to the XpertHR Core Product(s) by Customer or any Authorised Educational User; and (c) the permitted number of Authorised Educational Users is not exceeded at any given time. In the event that Customer is aware of or becomes aware of any unauthorised or suspected unauthorised use, it shall promptly take reasonable steps to prevent such unauthorised use and shall inform XpertHR of the same.

3.2 Customer may provide access to Authorised Educational Users up to the number of users permitted as stated in the Order Form (or, if none is stated, a maximum of ten (10) users). Authorised Educational Users may not include any non-academic members of staff within the university or institution, such as (but not limited to) employees of the human resources department, as such users would require a separate additional licence or agreement and additional or different fees or payment arrangements.

3.3 The XpertHR Core Product(s) are provided under an Educational Licence based on the projected number of Authorised Educational Users, as forecast by Customer. Each year, the number of actual Authorised Educational Users will be reviewed by Customer and XpertHR and, if there is any material increase in the number of Authorised Educational Users, XpertHR will inform Customer in writing of the increase in the subscription charges for the subsequent years as a result of such change; and Customer and XpertHR will enter into a variation agreement to reflect the revised details of these Terms.

4. Consultancy Licence

4.1 In addition to the uses permitted by Clause 2.3, the Consultancy Licence allows Customer to carry out the following additional activities in respect of Customer's clients:

- a. Download and store insubstantial portions of Licensed Material for use in support of training within client organisations, ensuring it is sourced to XpertHR.
- b. Download and store an insubstantial number of template documents and adapt them for use in clients' organisations.

4.2 For the avoidance of doubt, XpertHR accepts no liability or responsibility to any Customer client who benefits from, uses or relies on the XpertHR Core Product(s) or gains access to the Licensed Material. Customer will indemnify XpertHR from and against all liabilities, losses, damages, costs and expenses that XpertHR incurs in connection with any claims against XpertHR by any such client.

5. Free Trial

5.1 Customers accessing the XpertHR Core Products on a free trial basis pursuant to Clause 1.2, and/or on a Limited User Licence, will have limited access to the Licensed Materials as determined by XpertHR from time to time at its sole discretion.

5.2 If a Customer is using the Licensed Materials (or accessing certain content within the Licensed Materials) on a free trial basis pursuant to Clause 1.2, at the end of the free trial period, if such Customer does not become a paid subscriber to the relevant XpertHR Core Products, such Customer shall (i) cease to access the Licensed Materials and all portions thereof; (ii) delete and purge any copies of the Licensed Materials from all computers, systems, archives and servers causing the irretrievable destruction of such Licensed Materials that were accessed, created or used during the period of free trial use; and (iii) return to XpertHR or destroy all physical copies of the Licensed Materials that were accessed, created or used during the period of free trial use. Free trial use of the XpertHR Core Products is subject to these Terms and may be terminated at any time without notice.

5.3 Subject to the above and save as set out below, Customers accessing the XpertHR Core Product(s) and/or Licensed Materials on a Limited User Licence and/or free trial basis (i) may search, interrogate, and display the data accessed through the Licensed Material on screen only (the other uses set out in Clauses 2.3 and 2.6 are expressly prohibited); and (ii) are not permitted to download, print out or store any of the Licensed Material, for internal use or otherwise, or create Derived Materials based on such Licensed Material.

5.4 Any free trial use and/or Limited User Licence may be terminated by XpertHR at any time without notice. Otherwise, the free trial will end at the earlier of (i) the end of the free trial period, or (ii) the start date of any subscription purchased by Customer.

6. Fees

6.1 Customer shall pay all applicable fees, and agrees that its access to and use of XpertHR Core Product(s) and Licensed Materials is contingent on Customer paying all applicable fees.

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

6.3 Quantities or levels of usage licensed cannot be decreased during any Contract Year.

6.4 Invoiced charges are due net twenty eight (28) calendar days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to XpertHR and notifying XpertHR of any changes to such information.

6.5 If any invoiced amount is not received by XpertHR 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; (ii) XpertHR may suspend or terminate Customer's access to the XpertHR Core Product(s) until such amounts are paid in full; (iii) XpertHR may condition future renewals on payment terms shorter than those specified in these Terms.

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

7. Access to XpertHR Core Product(s); Security

7.1 Customer shall comply with all of XpertHR's instructions relating to the security of the XpertHR Core Product(s) and the Licensed Material. Customer shall have in place and maintain appropriate and up-to-date technical and organisational measures designed to protect all Licensed Material against unauthorised access, disclosure, copying or distribution, and Customer shall comply with XpertHR's reasonable instructions from time to time in any matters relating to the protection of and the prevention of piracy of Licensed Material.

7.2 A specially designated username and password may be allocated by XpertHR to Customer and to Licensed Users for the sole use of 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. XpertHR may alter usernames and/or passwords from time to time in accordance with its standard security procedures and shall inform Customer accordingly.

7.3 Customer shall notify XpertHR promptly if it becomes aware or suspects that any unauthorised person has obtained a password. XpertHR will alter the password and inform Customer accordingly.

7.4 Customer shall disable any Licensed User's access to the XpertHR Core Product(s) and related documentation promptly in the event that the Licensed User no longer requires access to XpertHR Core Product(s) to perform their work for Customer for any reason.

7.5 If XpertHR 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 XpertHR detects use of the Licensed Material in excess of licensed usage specified on the applicable Order Proposal, it may immediately suspend access by Customer and/or individual accounts or cancel the relevant password.

8. Intellectual Property Rights

8.1 Customer agrees that the Intellectual Property Rights comprised in or relating to all XpertHR Core Product(s), Licensed Material, and Derived Material within any materials prepared by or on behalf of Customer, and all compilations thereof and in documentation supplied by XpertHR are and shall remain the sole property of XpertHR or (as applicable) their third-party licensors. RELX and the RE symbol are trademarks of RELX Group plc, used under licence.

8.2 No rights in any XpertHR Core Product(s) or Licensed Material are granted or conveyed by XpertHR 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 XpertHR's Intellectual Property Rights.

8.3 In the event that Customer were to own any rights in any XpertHR Core Product(s) or Licensed Material, Customer shall assign to XpertHR, 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 Representatives execute, such documents and do such things as XpertHR may consider reasonably necessary to give effect to this clause.

8.4 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.

9. Changes to the Product; Discontinuation

9.1 XpertHR shall be entitled to update, enhance, withdraw or otherwise change the XpertHR Core Product(s) from time to time, at any time without notice.

9.2 Where such change will lead to a material decrease in functionality, XpertHR shall provide notice.

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

9.4 In the event that XpertHR discontinues any XpertHR Core Product(s), XpertHR 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.

10. Changes to the Terms

10.1 XpertHR 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 XpertHR provided the notice, Customer may terminate the licence relating to the affected XpertHR Core Product(s), by giving notice. If Customer does not exercise this right to terminate within thirty (30) calendar days from XpertHR's notice, Customer has accepted the changed terms, and may no longer exercise this termination right.

11. Availability of XpertHR Core Product(s)

11.1 XpertHR shall use reasonable endeavours to ensure that XpertHR Core Product(s) are available to Customers and Licensed Users excluding downtime for regular or emergency maintenance which shall be kept to a minimum.

11.2 Time is not of the essence in respect to the delivery of any particular XpertHR Core Product(s) or Licensed Material, and XpertHR's sole obligation and Customer's sole and exclusive remedy is to request that XpertHR effect delivery or reinstate service as soon as is practically possible.

12. Indemnities

12.1 Customer shall indemnify XpertHR against any liabilities, losses, damages, costs or expenses incurred by XpertHR directly or indirectly as a result of any claim or course of action made or instituted against XpertHR by any third party arising from the unauthorised use of the XpertHR Core Product(s) or Licensed Material by Customer or its Licensed Users.

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

13. Use of the Products

13.1 Customer shall use the XpertHR Core Product(s) and the Licensed Material in accordance with all laws and regulations applicable to Customer.

13.2 It shall be the responsibility of Customer to ensure that its computing environment, network, connectivity, terminals and other associated equipment are compatible with the requirements of the XpertHR Core Product(s), and Customer shall pay all relevant charges associated with such hardware, equipment or other network components of Customer.

14. Verification and Audit

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

14.2 Upon providing Customer with reasonable prior written notice, XpertHR (including its representatives and its Affiliates or representatives or 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 XpertHR Core Product(s) are being used in a manner consistent with the provisions of these Terms and the Order Proposal.

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

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

14.5 XpertHR shall treat as confidential all information relating to Customer’s business that it acquires in the course of such verification or audit.

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

15. Warranties; Limitations on Liability

15.1 The XpertHR Core Product(s) and Licensed Material are provided by XpertHR on an ‘as is’ and ‘as available’ basis. XpertHR excludes to the extent permitted by law all implied warranties relating to fitness for a particular purpose, merchantability, accuracy, timeliness, and completeness. XpertHR is not responsible for errors and omissions in the Licensed Materials of any kind, regardless of the cause, or for results obtained from using XpertHR Core Product(s) or Licensed Material.

15.2 Nothing in these Terms or any Order Proposal 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; (iv) indemnities in these Terms; and (v) matters that cannot, as a matter of law, be limited or excluded.

15.3 Other than as set out in Clause 15.2, 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 XpertHR Core Product(s) 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.

15.4 Other than as set out in Clause 15.2, in no event will either party or its Affiliates have any liability arising out of or related to these Terms and/or any Order Proposal 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.

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

15.6 The XpertHR Core Product(s) may contain links to external sites. XpertHR 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 XpertHR Core Product(s) via hypertext links.

16. Term; Suspension and Termination

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

16.2 Except to the extent stated otherwise in an Order Proposal, each order shall renew automatically for further periods of the term stated in the Order Proposal (and if that doesn't state a term for periods of twelve (12) months) unless either party provides the other party with a written notice no fewer than thirty (30) calendar days in advance of the expiry to cancel the renewal.

16.3 The fees due for each renewal term shall be assessed at the then current prices for the XpertHR Core Product(s) ordered.

16.4 Without prejudice to any other right or remedy which may be available to it, XpertHR may suspend or terminate Customer's access to any XpertHR Core Product(s) and/or the Terms immediately and without compensation if: (i) Customer is in breach of these Terms; (ii) Customer fails to make any payment to XpertHR within fourteen (14) calendar days of the due date and fails to remedy such breach within fourteen (14) calendar days after written notice from XpertHR specifying the breach and requiring it to be remedied; (iii) 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 the United Kingdom, the European Union, the United Nations or the United States of America trade sanction regimes.

16.5 XpertHR shall additionally be entitled to suspend supply of the XpertHR Core Product(s) to Customer if it reasonably suspects that Customer or any Licensed User is in breach of these Terms, and may impose a reasonable charge to Customer for restoring the XpertHR Core Product(s).

17. Consequences of Termination or Expiry

17.1 On expiry, or on termination or cancellation for any reason, Customer, its Affiliates, all Representatives, and all Licensed Users shall immediately cease using all of the terminated XpertHR Core 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 XpertHR of any such destruction upon XpertHR's request.

17.2 Provided that and for as long as Customer continues to comply with the provisions of these Terms in Clauses 2.4 and 2.5 (licence restrictions), Clause 7.1 (security), Clause 8 (Intellectual Property Rights) as well as Clause 19 (confidentiality), the undertaking to delete Licensed Material does not apply to:

17.2.1 any data which 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 only retains such copies in its archives and does not use the Licensed Material in any part of its business for any reason; or

17.2.2 a template document to the extent that Customer has downloaded, stored and adapted such document for use within its organisation during the term of and in accordance with the terms of this Agreement.

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

17.4 If the Order Proposal is terminated for any reason other than discontinuation of the applicable XpertHR Core Product(s), Customer must pay any unpaid fees covering the remainder of the term of existing Order Proposals to XpertHR.

17.5 Expiry or termination of these Terms shall be without prejudice to the accrued rights and obligations of the parties and, in particular, Clause 28 (Definitions), Clause 8 (Intellectual Property Rights), Clause 14 (Verification and Audit), Clause 15 (Limitation of Liability), Clause 19 (Confidentiality) and Clause 6 (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.

18. Data Protection

18.1 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, the European

Economic Area ("EEA") and the European Union ("Union"), applicable to the processing of personal data under the Agreement, including 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").

18.2 Customer recognises that, in the process of accessing and using the XpertHR Core Product(s) 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 XpertHR, including providing any required notices and obtaining any required consents and authorisations for XpertHR'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.

18.3 If and to the extent that XpertHR is processing personal data on behalf of Customer, the terms of the RSG Data Processing Addendum, as well as any related attendant schedules and addendums, at <https://risk.lexisnexis.com/group/dpa> will apply. Where applicable, as required of XpertHR under the transparency obligations of the Data Protection Laws (as defined in the RSG Data Processing Addendum), Customer shall inform Customer clients, prospects and suppliers whose personal data XpertHR receives as a controller that Customer share their personal data with XpertHR as described in the applicable Processing Notice at <https://risk.lexisnexis.co.uk/processing-notices>, and Customer shall make available to XpertHR all information necessary to demonstrate such compliance with the foregoing.

18.4 Customer acknowledges and agrees that the services XpertHR provides include (i) compiling statistical and other information related to the performance, operation and use of the XpertHR Core Product(s) and Licensed Materials, and (ii) using data in aggregated and/or anonymised 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.

18.5 The XpertHR Core Product(s) provide analysis and insight, Customer alone will be responsible for any decisions it may take using insights from XpertHR Core Product(s) 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 Clause 4 of the DPA).

19. Confidentiality

19.1 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.

19.2 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.

19.3 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 or, where XpertHR is the Receiving Party, as otherwise set out in the RELX retention policy.

19.4 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.

19.5 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.

20. Notice

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

20.2 To XpertHR. To give XpertHR notice under these Terms, Customer must contact XpertHR as follows: by personal delivery, overnight courier or registered or certified mail to LNRS Data Services Ltd, Quadrant House, Sutton, Surrey, SM2 5AS, United Kingdom, attention General Counsel. XpertHR may update the address for notices by posting a notice on XpertHR's website. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

21. Governing Law and Jurisdiction

21.1 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.

21.2 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.

22. Entire Agreement

These Terms, including all schedules hereto and together with the Order Proposal, 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 Proposals. 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 Proposal. 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 Proposal shall be modified by any purchase order submitted by Customer, even if such purchase order is accepted by XpertHR. XpertHR may update the terms on XpertHR's website incorporated by reference by posting updated terms on the website. The terms located at a URL referenced in this Agreement are incorporated by reference into the Agreement. XpertHR may provide an updated URL in place of any URL in this Agreement.

23. Assignment

Customer may not assign, novate or otherwise transfer any of its rights or obligations hereunder, whether by operation of law or otherwise, without XpertHR's prior written consent. XpertHR 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.

24. 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.

25. 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.

26. 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, 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.

27. 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.

28. 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 voting securities, by contract or otherwise;

“Authorised Educational User” means a current student or member of academic staff of the university or educational institution that is a Customer on an Educational Licence;

"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 twelve (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 Proposal;

"Customer Data" means all code, data, documents, information, text, drawings, statistics, analysis, diagrams, images, sounds and other Licensed Materials embodied in any form relating to Customer which Customer may supply (or make available) to XpertHR, XpertHR's Affiliates and/or a XpertHR sub-contractor;

“Derived Materials” means Derived Materials created by or on behalf of 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;

"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 neighbouring or related "moral" rights), database rights, design rights, semiconductor topography 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 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;

“Licence Type” means the type of licence specified on the applicable Order Proposal or addendum authorising Customer's use of the Licensed Material as follows:

- “Per User Licence” means the licence type whereby only the named individual(s) may access the XpertHR Core Product(s) and use the Licensed Material in the ordinary course of Customer's regular business as related to its business sector;
- “Team Licence” means the licence type whereby only the named/designated subset of employees and workers of Customer who carry out the function specified in the Order Form

for Customer may access the XpertHR Core Product(s) and use the Licensed Material in the ordinary course of Customer's regular business as related to its business sector;

- "Limited User Licence" means the licence type whereby only the individual who has been granted access by XpertHR to the XpertHR Product(s) may access the XpertHR Product(s) and use the Licensed Materials (or content within the Licensed Materials) on a free trial basis solely for the purpose of evaluating the suitability of the XpertHR Product(s) and/or those Licensed Materials and only for the period of time specified by XpertHR or, if none is specified, for fourteen (14) days. Such access may be granted by XpertHR by:
 - providing users with a username and password to access the XpertHR Core Product(s) and/or portions thereof on a free trial basis; or
 - allowing users to register on the XpertHR website to obtain a username and password to access the XpertHR Core Product(s) and/or portions thereof (to be determined at XpertHR's sole discretion); or
 - posting extracts of the Licensed Material on the XpertHR website and allowing unregistered visitors to the XpertHR website to view such extracts.
- "Educational Licence" means the licence type whereby the XpertHR Core Product(s) are accessed via an educational subscription that is only available to universities and educational institutions and is delivered using federated access. The Educational Licence allows an Authorised Educational User at a university or educational institution to access the XpertHR Product(s) for Permitted Purposes through its institutional login for the term stated in the Order Proposal;
- "Consultancy Licence" means the licence type whereby only the named individual(s) may access the XpertHR Core Product(s) and use the Licensed Material in the ordinary course of Customer's regular business as related to its business sector;

"Licensed Material" means all information, data and editorial content including all updates thereof, contained within or made available through or as part of XpertHR Core Product(s), whether such information, data or editorial content is obtained by XpertHR from publicly available sources or third-party providers or generated or curated by XpertHR itself;

"Licensed User" means a named employee or Representative of Customer who is authorised 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 Proposal;

"Permitted Purpose" shall have the meaning set out in the Order Proposal or addendum. If the Order Proposal is silent, it means:

- in respect of a Limited User Licence, Customer's use of the Licensed Material for evaluation purposes only to determine whether or not Customer wishes to purchase a subscription to the XpertHR Core Product(s). For the avoidance of doubt, access to or use of the XpertHR Core Product(s) for any commercial purpose is strictly prohibited;
- in respect of an Educational Licence, Customer's use of the Licensed Materials for the following academic purposes only: assisting students with their studies and academic staff with research or teaching preparation. Using the Licensed Material for any other reason, such as supporting the activities of a human resources department at the institution or in

any other location, is not permitted. For the avoidance of doubt, access to or use of the XpertHR Core Product(s) for any commercial or non-academic purpose is strictly prohibited;

- in respect of a Consultancy Licence, Customer's use of the Licensed Materials to support the internal business processes of Customer's client organisations in the ordinary course of providing human resources consultancy services;
- in respect of all other licences (including but not limited to a Per User Licence and a Team Licence), Customer's use of the Licensed Material for Customer's internal business purposes in the ordinary course of managing its workforce and in line with the Licence Type;

"Permitted Affiliate" means each of Customer's Affiliates listed on the applicable Order Proposal;

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

"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 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;

"Start Date" means the commencement date of Customer's access to the Licensed Materials listed on the applicable Order Proposal;

"Template Document" means any precedent document that is available for download from the 'policies and documents' and 'line manager briefings' sections of the XpertHR Core Product (or located elsewhere in the XpertHR Core Product where XpertHR clearly indicates by means of a download button that the precedent document may be downloaded) that has been designed to be downloaded and adapted for use within Customer's organisation (and in the case of a Consultancy Licence, the organisation of Customer's client);

"XpertHR" is a trading name of LNRS Data Services Ltd, and all references to XpertHR in these Terms are to LNRS Data Services Ltd;

"XpertHR Core Product(s)" means the products or information services, online reference services and software tools (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 SFTP servers or other secure online locations, or via an application program interface or other automated means) set out in the Order Proposal, including all components thereof licensed by or on behalf of XpertHR.