

Terms and Conditions

1. General

1.1 These Terms apply to the XpertHR products and services ("XpertHR Services") supplied by or on behalf of LNRS Data Services Inc. dba XpertHR ("XpertHR"), as may be ordered by Customer from time to time via an order form or order proposal ("Order Form") accepted and fulfilled by XpertHR. Capitalized terms have the meanings given to them in clause 26 (Definitions).

1.2 If XpertHR makes any of its products or services available under a Limited User License 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 Services" under these Terms, even if the products and services are not specified in an Order Form; and (ii) such user accessing the XpertHR Services shall be considered a "Customer" for the purpose of these Terms, (notwithstanding the definitions of "XpertHR Services" or "Customer" contained herein). By accessing the XpertHR Services, 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 4.

1.3 Each Order Form identifies specific XpertHR Services that Customer orders, fees due and any specific amendments to these Terms. All Order Forms are subject to and incorporate these Terms. If an Order Form amends any of the provisions in these Terms, the provision in the Order Form shall control.

1.4 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 XpertHR Services available to any of its Affiliates except with XpertHR's express prior written approval.

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

1.6 Customer will be responsible and liable for the acts and omissions of any 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 Services may be provided by an Affiliate of XpertHR.

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

2. License Terms and Use Restrictions

2.1 Subject to Customer fulfilling its obligations under these Terms and (other than with respect to a Limited User License) prompt payment of all fees, XpertHR grants Customer a personal, non-exclusive, non-assignable, non-transferable, non-sublicensable, limited term, revocable license for Customer and its Licensed Users to access and use the XpertHR Services and the Licensed Material for the Permitted Purposes only, and only as permitted by the relevant License Type, and at all times subject to and in accordance with these Terms. All other uses are expressly reserved and prohibited. Job description information from the [O*NET 24.0 Database](#) is used under the [CC BY 4.0](#) license.

Notwithstanding any restriction in these terms and conditions, you may use such job description information in accordance with the [CC BY 4.0](#) license.

2.2 Unless otherwise specified in the Order Form, the License Type shall be a Limited User License.

2.3 Subject to the above and except 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 Services; (iii) download and store in machine readable format a single copy of insubstantial portions of the Licensed Material for no more than ninety (90) days; (iv) download and store Template Documents and adapt them for use in Customer's organization; 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 license and would be subject to a separate additional license 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 Services or any parts of the Licensed Material or include it in a service bureau or outsourcing offering;

2.5.3 modify the XpertHR Services 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 Services; or (ii) disable or incapacitate any part of the XpertHR Services 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 2.7 below – for ad-hoc inclusion in presentations);

2.5.6 make the XpertHR Services or any Licensed Material available to any party other than Licensed Users on a local area network, on a wide area network or on any intranet or extranet except as may be otherwise agreed or as provided elsewhere in these terms;

2.5.7 use or authorize the use of software incorporated in the XpertHR Services other than as part of the XpertHR Services;

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

2.5.9 use the XpertHR Services 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 Services or third-party data contained therein;

2.5.11 remove any copyright or other proprietary rights notice contained or included in the XpertHR Services or Licensed Material;

2.5.12 permit or seek to obtain direct or indirect access to or use of any XpertHR Services 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 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 XpertHR Services;

2.5.14 use the XpertHR Services in any way that may infringe any Intellectual Property Rights 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 jeopardize 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 Services and any Licensed Material in any way not expressly authorized in these Terms.

2.6 In the event LexisNexis content is included with the subscription for XpertHR Services, use of the LexisNexis services, if included on the Order Form as part of the Licensed Materials, shall be in accordance with the additional LexisNexis terms and conditions located at <http://www.lexisnexis.com/terms/general.aspx>.

2.7 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."

2.8 XpertHR accepts no liability or responsibility to any third party who benefits from, uses or relies on the XpertHR Services 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.

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

2.10 Customer grants to XpertHR and its Affiliates (subject always to relevant legal obligations with regard to personal data or personal information):

2.10.1 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 XpertHR to produce and supply XpertHR Services; and

2.10.2 a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into XpertHR's and/or its Affiliates' services and products (including the XpertHR Services) 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 of XpertHR's or its Affiliates' services and products.

3. Consultant License

3.1 In addition to the uses permitted by clause 2.3, the Consultant License allows additional uses and restrictions as set out in the Consultant License Terms which are set out at the end of these Terms.

4. Free Trial

4.1 Customers accessing the XpertHR Services on a free trial basis pursuant to clause 1.2, and/or on a Limited User License, will have limited access to the Licensed Material as determined by XpertHR from time to time at its sole discretion and such use is subject to these Terms.

4.2 If Customer is using the Licensed Material (or accessing certain content within the Licensed Material) 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 Services, such Customer shall (i) cease to access the Licensed Material and all portions thereof; (ii) delete and purge any copies of the Licensed Material from all computers, systems, archives and servers causing the irretrievable destruction of such Licensed Material accessed, created or used during the period of free trial use; and (iii) return to XpertHR or destroy all physical copies of the Licensed Material accessed, created or used during the period of free trial use.

4.3 Subject to the above and except as set out below, Customers accessing the XpertHR Services and/or Licensed Material on a Limited User License 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.

4.4 Any free trial use and/or Limited User License 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.

5. Fees

5.1 Customer shall pay all applicable fees, and agrees that its access to and use of XpertHR Services and Licensed Material is contingent on Customer paying all applicable fees.

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

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

5.4 Invoiced charges are due net thirty (30) 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.

5.5 If any invoiced amount is not received by XpertHR by the due date, then without limiting its rights or remedies: (i) those charges shall be subject to a finance charge of one and one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, accruing from the due date until such amount is paid; (ii) XpertHR may suspend or terminate Customer's access to the XpertHR Service(s) until such amounts are paid in full; (iii) XpertHR may condition future renewals on payment terms shorter than those specified in these Terms.

5.6 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 authorized by the appropriate taxing authority. For clarity, XpertHR is solely responsible for taxes assessable against XpertHR based on its income, property and employees.

6. Access to XpertHR Services; Security

6.1 Customer shall comply with all of XpertHR's instructions relating to the security of the XpertHR 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 XpertHR's reasonable instructions from time to time in any matters relating to the protection of and the prevention of piracy of Licensed Material.

6.2 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.

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

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

6.5 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 Form, it may immediately suspend access by Customer and/or individual accounts or cancel the relevant password.

7. Intellectual Property Rights

7.1 Customer agrees that the Intellectual Property Rights comprised in or relating to all XpertHR Services, 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) its third-party licensors. RELX Group and the RE symbol are trademarks of RELX Group plc and are used under license.

7.2 No rights in any XpertHR Services or Licensed Material are granted or conveyed by XpertHR 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, proprietary right or other claim against or interest in XpertHR's Intellectual Property Rights.

7.3 In the event that Customer were to own any rights in any XpertHR Services 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.

7.4 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.

8. Changes to the Product; Discontinuation

8.1 XpertHR shall be entitled to update, enhance, withdraw or otherwise change the XpertHR Services from time to time, at any time without notice.

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

8.3 During a period of thirty (30) calendar days starting on the day that XpertHR provided the notice, Customer may terminate the license relating to the affected XpertHR Services, by giving notice, and may request a refund of unused portions of time of the remaining term for that XpertHR Services. 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.

8.4 In the event that XpertHR discontinues any XpertHR Services, 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.

9. Changes to the Terms

9.1 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 license relating to the affected XpertHR Services, 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.

10. Availability of XpertHR Services

10.1 XpertHR shall use reasonable measures to ensure that XpertHR Services are available to Customers and Licensed Users excluding downtime for regular or emergency maintenance, which shall be kept to a minimum.

10.2 Time is not of the essence with respect to the delivery of any XpertHR Services 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.

11. Indemnities

11.1 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 unauthorized use of the XpertHR Services or Licensed Material by Customer or its Licensed Users.

11.2 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 Services 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 and (ii) gives Customer all reasonable assistance, at Customer's cost.

12. Use of the Products

12.1 Customer shall use the XpertHR Services and the Licensed Material in accordance with all laws and regulations applicable to Customer. With respect to a Consultant License, the Customer shall ensure compliance with this provision by the Customer's client organizations in their use of the XpertHR Services.

12.2 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 Services, and Customer shall pay all relevant charges associated with such hardware, equipment or other network components of Customer.

13. Verification and Audit

13.1 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 Services; and (ii) an explanation of how the XpertHR Services and Licensed Material are used by Customer and its Licensed Users.

13.2 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 Services are being used in a manner consistent with the provisions of these Terms and the Order Form.

13.3 Customer shall cooperate with, and provide information as is reasonably requested by, any Audit Representative.

13.4 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 Services or Licensed Material 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 Material and the cost of such audit.

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

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

14. Warranties; Limitations on Liability

14.1 The XpertHR Services and Licensed Materials are provided by XpertHR on an 'as is' and 'as available' basis and XpertHR excludes to the extent permitted by law all implied warranties relating to fitness for a particular purpose.

14.2 The total aggregate liability of XpertHR to any Customer in connection with use of the XpertHR Services or Licensed Materials (other than for death or personal injury caused by its negligence or that of its agents) shall not exceed the amount paid or payable by the relevant Customer for the then-current subscription term. To the extent permitted by applicable law, XpertHR shall have no liability to any Customer for any special, incidental, indirect and/or consequential damage of any kind, even if it has been advised on the possibility of such damage.

14.3 The only obligation of XpertHR with respect to interruptions caused by circumstances outside its control shall be to use all reasonable efforts to have the XpertHR Services reinstated.

14.4 XpertHR shall be under no liability for any failure, delay or omission by it arising from any cause beyond its control, including, but not limited to acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, denial of service attacks, fire, civil disobedience, strikes, lock-outs and industrial disputes.

14.5 It is the Customer's responsibility to ensure that it has the equipment and connectivity necessary to access the XpertHR Services and receive the Licensed Materials.

14.6 NO WARRANTY: CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE XPERTHR SERVICES IS AT ITS SOLE DISCRETION AND THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE XPERTHR SERVICES PROVIDED ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND. XPERTHR HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE XPERTHR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, COMPLETENESS, OR TIMELINESS. XPERTHR DOES NOT WARRANT THAT THE XPERTHR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE XPERTHR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY XPERTHR OR ANY OF ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY.

14.7 The Licensed Materials and other information included in the XpertHR Services are provided for reference purposes only. They are not intended as a substitute for professional advice or judgment or to provide legal or other advice with respect to any particular circumstances. Although efforts are made to keep the Licensed Materials current, Customers and Licensed Users are advised to obtain independent verification or professional advice before relying on the Licensed Materials and the XpertHR Services in circumstances where loss or damage may result.

14.8 The XpertHR Services 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 Services via hypertext links.

15. Term; Suspension and Termination

15.1 The initial term of an order will commence on the Start Date and shall last for the period set out in the Order Form (or if the Order Form does not set out a term, the initial term shall be twelve (12) months).

15.2 Except to the extent stated otherwise in an Order Form, each order shall renew automatically for renewal periods of twelve (12) months each unless either party provides the other party with a written notice no fewer than thirty (30) calendar days in advance of the expiration date of the then-current term to cancel the renewal.

15.3 The fees due for each renewal term shall be the then-current prices for the XpertHR Services ordered.

15.4 Without prejudice to any other right or remedy that may be available to it, XpertHR may suspend or terminate Customer's access to any XpertHR Services 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 or ceases or threatens to cease to carry on its 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 User is sanctioned by the United States of America, United Kingdom, the European Union or the United Nations trade sanction regimes.

15.5 XpertHR shall additionally be entitled to suspend supply of the XpertHR Services 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 Services.

16. Personal Data

16.1 Customer recognizes that, in the process of accessing and using the XpertHR Services and Licensed Materials, it and the Licensed Users may supply personal data. Customer represents and warrants that it and the Licensed Users have complied with all applicable obligations under all applicable data protection laws in supplying personal data to XpertHR, including providing any required notices and obtaining any required consents and authorizations 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.

16.2 Customer acknowledges and agrees that:

16.2.1 the services XpertHR provides may include (i) compiling statistical and other information related to the performance, operation and use of the XpertHR Services and Licensed Materials, and (ii) using data in aggregated and/or anonymized form for security and operations management or for research and development purposes or other business purposes.

16.2.2 that the provision of the XpertHR Services is subject at all times to XpertHR's obligations under applicable data protection laws.

16.3 If and to the extent that XpertHR processes 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.

17. Consequences of Termination or Expiration

17.1 On expiration, 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 Services 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 (license restrictions), Clause 7.1 (security), Clause 8 (Intellectual Property Rights) and Clause 19 (confidentiality), the undertaking to delete Licensed Material does not apply to:

17.2.1 any data that Customer is required to retain under any applicable legal or regulatory obligation including the rules of a professional body (in each case only to the extent and for such time as is required under any such obligation), provided that 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 Template Documents to the extent that Customer has downloaded, stored and adapted such document for use within its organization during the term of and in accordance with the terms of this Agreement.

17.3 In no event will the termination or expiration 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 Form is terminated for any reason other than discontinuation of the applicable XpertHR Services, Customer must pay any unpaid fees covering the remainder of the term of existing Order Forms to XpertHR.

17.5 Expiration 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 (Fees) in so far as it sets out Customer's obligation to pay all amounts due hereunder shall survive expiration or termination for whatever reason.

18. Confidentiality

18.1 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.

18.2 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.

18.3 Upon the expiration 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 Group retention policy.

18.4 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.

18.5 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.

18.6 Notwithstanding the other provisions of this clause 18 (Confidentiality), XpertHR may publicly use Customer's name and logo to identify Customer as a customer of XpertHR.

19. Notice

19.1 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.

19.2 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 Inc. dba XpertHR, 230 Park Avenue, 7th floor, New York, NY 10169 attention General Counsel, with a copy to legalnotices@lexisnexisrisk.co.uk. 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.

20. Governing Law and Jurisdiction

These Terms will be interpreted in accordance with the laws of New York.

21. Entire Agreement

These Terms, including all schedules hereto and together with the Order Form, constitute the entire agreement and understanding between the parties and supersede any prior and contemporaneous agreements, proposals or representations, written or oral, between them concerning the subject matter of these Terms and the Order Form. 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 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.

22. 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.

23. 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. Neither party will make any warranties or promises in the other party's name or enter into any contracts or licenses on behalf of the other party.

24. 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.

25. 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.

26. Definitions

These Terms contain the following definitions:

"Affiliate" with respect to a corporate entity means any other corporate entity that 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;

"Licensed User(s)" means (i) the named individual(s) identified by Customer as a user(s) of the XpertHR Services and issued a User ID by XpertHR or (ii) the named individual issued a User ID by XpertHR;

"Confidential Information" means any information that 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 Form;

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

"License Type" means the type of license specified on the applicable Order Form or addendum authorizing Customer's use of the Licensed Material as follows:

- i. "Per User License" means the license type whereby only the named individual(s) may access the XpertHR Services and use the Licensed Material in the ordinary course of Customer's regular business as related to its business sector;
- ii. "Team License" means the license 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 Services and use the Licensed Material in the ordinary course of Customer's regular business as related to its business sector;
- iii. "Limited User License" means the license type whereby only the individual who has been granted access by XpertHR to the XpertHR Services may access the XpertHR Services and use the Licensed Material (or content within the Licensed Material) on a free trial basis solely for the purpose of evaluating the suitability of the XpertHR Services and/or these 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:
 - a. providing users with a username and password to access the XpertHR Services and/or portions thereof on a free trial basis; or
 - b. allowing users to register on the XpertHR website to obtain a username and password to access the XpertHR Services and/or portions thereof (to be determined at XpertHR's sole discretion); or
 - c. posting extracts of the Licensed Material on the XpertHR website and allowing unregistered visitors to the XpertHR website to view such extracts;
- iv. "Consultant License" means the license type whereby only the named individual(s) may access the XpertHR Services and use the Licensed Material in the ordinary course of the Consultant 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 Services, 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 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 Purpose" shall have the meaning set out in the Order Form or addendum. If the Order Form is silent, it means:

- i. with respect to a Limited User License, 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 Services. For the avoidance of doubt, access to or use of the XpertHR Services for any commercial purpose is strictly prohibited;
- ii. with respect to a Consultant License, Customer's use of the Licensed Material to support the internal business processes of the Customer's client organizations in the ordinary course of providing human resources Consultant services;

- iii. with respect to all other licenses (including but not limited to a Per User License and a Team License), 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 License Type;

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

"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 Material listed on the applicable Order Form;

"Template Document" means any sample document that is available for download from the Tools section of the XpertHR Services where XpertHR clearly indicates by means of a download feature that the sample document may be downloaded and has been designed to be customized and adapted for use within Customer's organization (and in the case of a Consultant License, the organization of Customer's client);

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

"XpertHR Services" 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 Form, including all components thereof licensed by or on behalf of XpertHR.

"UserID" means a unique user ID or password issued to an Licensed User solely for Customer's use of the XpertHR Services.

27. Consultant License Terms

These Terms, together with the XpertHR Services Terms and Conditions (the "XpertHR Services Terms" and together the "Agreement"), govern Customer's use of a Consultant License of the XpertHR Services from XpertHR.

27.1 Definitions

Defined term used in these Consultant License Terms shall have the meaning as set out in the XpertHR Services Terms or as otherwise defined in these Consultant License Terms.

27.1.1 "Client" means an entity, organization or person that has signed a Client Agreement with Customer to use the Consultant Service, and will include its separately designated Client Users who are subject to terms and conditions of use of the Consultant Service as specified in Schedule A.

27.1.2 "Client User" means an individual person who procures professional services from Client to use the Consultant Service pursuant to the terms and conditions of the Client Agreement including the terms and conditions of use applicable to Customer users as specified in Schedule A. Client Users

are identified within the Consultant Service, and the Consultant Service is reasonably designed to deny access to any user who is not a Client User. Under no circumstances may any User ID or password issued to any Client User be shared or transferred to any other person or entity.

27.1.3 "Client Agreement" means the written agreement containing the Required Provisions set forth in Schedule A, between Customer and a Client covering use of the Consultant Service by such Client and such Client's Client Users.

27.1.4 "Consultant Service" means the information service which is owned and registered and operated by Customer and is set out in the Order Form, and such other services as may be expressly agreed upon by XpertHR and Customer in advance and with mutual written agreement.

27.1.5 "User ID" means a unique user ID or password issued to a Licensed User solely in support of Customer's provision of the Consultant Service.

27.2 Consultant Service

27.3 Customer warrants that:

27.3.1 Licensed Users will use the Licensed Material solely to support Customer's internal research and assembly of information for the sole purpose of developing and offering the Consultant Service;

27.3.2 the Consultant Service it operates is for its individual Clients providing advice and guidance regarding human resources issues and it is individualized (i.e., unique for each Client) and not offered via an online portal or on the internet;

27.3.3 in all cases the Consultant Service shall include encryption or other functionality which ensures that no party other than a Client and its respective Client Users may access the Licensed Material as incorporated into the Consultant Service. Clients are not authorized under any circumstances to access the Licensed Material other than as incorporated into the Consultant Service (i.e., the license granted under this agreement does not authorize and strictly prohibits access to the raw Licensed Material by Client and Client Users). The Licensed Material must be incorporated as part of Customer's unique content which is what constitutes the Consultant Service and not as a stand-alone product featuring the Licensed Material or as white-labeled content on the internet or within any software or platforms which are accessed by any Clients or Client Users.

27.4 Consultant License Additional Uses

27.4.1 In addition to the uses set out in the XpertHR Services Terms, subject to the terms and conditions of this Agreement, XpertHR hereby grants to Customer a non-exclusive, non-transferable worldwide license to:

27.4.1.1 use and display data elements extracted from the Licensed Material within the Consultant Service which shall be used only for each Client's respective internal use;

27.4.1.2 permit Licensed Users limited access to (and the ability to download) portions of the data from the Licensed Material for internal research, analysis and incorporation in to the Consultant Service;

27.4.1.3 incorporate data elements extracted from the Licensed Material into Customer-created reports containing labor and employment information but only as available through the Consultant Service to Client and Client Users; and

27.4.1.4 permit Licensed Users to utilize the Licensed Material internally together with other information to formulate advice, guidance and handbooks, the results of which may be used in Customer's content as long as such content is substantially different from the Licensed Material and is made available only through the Consultant Service to Clients for their respective internal use.

27.4.2 Customer may incorporate data from the Licensed Material into the Consultant Service only in a format with a substantially similar look or feel to the Consultant Service current as of the date on which Customer contracts for the Consultant License.

27.4.3 The license granted in these Consultant License Terms above includes the right to (a) load the Licensed Material on servers owned, operated, leased or controlled by Customer for the purpose of making data elements extracted from the Licensed Material and incorporated into Customer's database available through the Consultant Service to Clients, (b) make a single encrypted back-up copy of the Licensed Material as reasonably necessary for Customer's use of Licensed Material in the Consultant Service in the event disaster recovery is needed during the Term, and (c) display, download or print Licensed Material for purposes of Customer's internal testing, development of reports and maintenance of the Consultant Service.

27.4.4 In no event will free access to Licensed Material be provided to any Client or potential Client other than during trial demonstrations of the Consultant Service conducted by Licensed Users of Customer, provided that Customer will use its best efforts to limit any trial periods and demonstrations offered to any Client or potential Client to an aggregate number of days not in excess of 7 days.

27.4.5 The rights granted to Customer under these Consultant License Terms specifically exclude the right to offer the Licensed Material or any substantial portion thereof (a) in any manner as a discrete database available to any party or in any manner other than to Clients through the Consultant Service (b) via hard copy print, CD-ROM, optical disk, magnetic tape, or other non-online media, (c) as a stand-alone product or (d) pursuant to any arrangement for the use or transfer of Licensed Material in bulk.

27.4.6 Except as otherwise provided in this Agreement, including as permitted by these Consultant License Terms and 3.2, Customer shall not modify, edit, add to, delete from or otherwise change the editorial content of the Licensed Material or any portion thereof; provided, however, that Customer may include codes, tags, and similar instructions as part of the Licensed Material as may be necessary to make data elements extracted from the Licensed Material compatible with the Service as contemplated by this Agreement. For example, Customer may insert codes or tags into the Licensed Material to make them compatible with the indexing or search logic of the Service and to enable Customer, on termination of this Agreement, to delete data extracted from the Licensed Material.

27.5 Licensed data shall only be made available in the Consultant Service to Clients that are subject to a Client Agreement. Customer will ensure that Client Agreements entered into from and after the date on which Customer contracts for the Consultant License contain terms and conditions providing that (a) the Clients and Clients Users may not use the Licensed Material in any manner that infringes proprietary rights of XpertHR or its information providers, (b) the data from the Licensed Material are provided on an "AS IS," "AS AVAILABLE" basis and (c) neither XpertHR nor its information providers will be liable for any claim or loss resulting from the content of, errors in, omissions from or any Client's or Client User's use of the Licensed Material.

27.6 XpertHR reserves to itself all rights in and to the Licensed Material which are not expressly granted to Customer in this Agreement and Customer may not use the Licensed Material in any manner or for any purpose other than expressly set forth in these Consultant License Terms.

27.7 Customer will not identify XpertHR, XpertHR or any RELX Group entity as the source of any materials, data or functionality available from Customer or the Consultant Service. Customer will not publicly display any of the names XpertHR, XpertHR or any RELX Group entity (or any iteration of any such name) in any manner whatsoever, without prior written permission of XpertHR.

27.8 Upon termination of the earlier of (a) this Agreement or (b) the Consultant License, Customer shall return to XpertHR or destroy the Licensed Material delivered to it by XpertHR and purge from all of Customer's systems that it operates or controls, including any encrypted backup or archival storage, and destroy all data extracted or derived from such Licensed Material; provided that this provision shall not require any Client to cease use (in accordance with the Client Agreement) of portions of Licensed Material which have been downloaded by such Client during the term of this Agreement in the ordinary course of its business and in accordance with the Client Agreement.

27.9 Verification

27.9.1 Customer, shall, upon the request of XpertHR from time to time, promptly provide XpertHR with one password/ID number (together with any software proprietary to Customer which is necessary/desirable to support access) giving XpertHR access to Licensed Material in the Consultant Service for a period of not less than seven (7) days for each request without charge, solely for the purpose of monitoring compliance with this agreement. XpertHR agrees to make only reasonable use of the passwords/ID numbers provided to XpertHR under this clause.

27.9.2 Customer shall, within seven (7) days of a written request from XpertHR, provide a list of all individuals who have access to the Licensed Material; or, in the alternative, provide XpertHR with a certificate signed by the chief officer of the Customer's organization confirming that the Customer has complied in all material respects with the Agreement and specifically that the Licensed Material has not been distributed or transmitted, in any form, to any unauthorized person or entity ("Verification"). If any Verification under this clause 27.9.2 reveals that Customer is in breach of these terms and conditions, then Customer will reimburse XpertHR for any and all losses payable in relation to any access or use by any unauthorized person or entity revealed by the verification as having access to or use of the Licensed Material.

27.9.3 Customer represents and warrants that it has, and will have throughout the term of this Agreement, all rights and licenses necessary or appropriate to legally operate the Consultant Service and that no part of the Consultant Service or any systems, servers, software and any manipulated or integrated data used by Customer in connection therewith will infringe the Intellectual Property Rights of any third party. Customer assumes sole responsibility for use of the Licensed Material and data extracted therefrom by Customer, its agents, employees and Clients and will indemnify and hold harmless XpertHR, its agents and employees from and against all liabilities and claims arising in connection with use of the Licensed Material by Customer or in the Consultant Service.

27.9.4 Where Licensed Material includes employee handbook statements, supervisor training, policies, forms, letters and other templates, webinars or other customizable tools, XpertHR accepts no liability or responsibility to any third party who benefits from, uses or relies on the Licensed Material as incorporated into the Consultant Service or gains access to the Licensed Material. Customer will indemnify XpertHR from and against all liabilities, losses, damages, costs and expenses

that XpertHR reasonably incurs in connection with any claims against XpertHR by any such third party.

Schedule A

Customer's Client Agreement Required Provisions

During the term of the Agreement Customer shall ensure that its Clients will be bound to written terms including provisions that restrict and protect the use of XpertHR's Licensed Material within the Consultant Service as follows ("Required Provisions"):

- i. Permit Clients to access and use the Licensed Material solely within the Consultant Service as permitted by this Agreement ("Permitted Use"); and
- ii. Prohibit use of the Licensed Material in any manner which infringes upon the Intellectual Property Rights and other proprietary rights of XpertHR, its affiliates, or any of its or their information providers or third party licensors; and
- iii. Prohibit Clients from using, analyzing, reverse engineering or applying any procedure or process to the Licensed Material in order to ascertain, derive, and/or appropriate, for any reason or purpose, the Licensed Material or any trade secret information other than as necessary to carry out its obligations to facilitate the Permitted Use; and
- iv. Prohibit Clients from disclosing to any person or entity, other than the parties hereto, any Confidential Information as such is defined in this Agreement; and
- v. Prohibit Clients from reproducing, republishing, or distributing the Licensed Material, or any portion thereof, other than for the Permitted Use; and
- vi. Require Clients to immediately discontinue all use of the Licensed Material in the event this Agreement is terminated, and, within 10 days of such termination, require each Client to destroy and purge from each of its computers, servers and systems the Licensed Material, in whatever form or format and regardless of how it may be commingled, in its possession or control. Each Client shall promptly certify to Customer that such actions have been taken; and
- vii. Require each Client to apply and maintain industry standard security measures to protect the Licensed Material from any unauthorized access and use.

During the term of this Agreement, Customer shall promptly provide a list of its Clients to XpertHR upon XpertHR's reasonable request (subject always relevant legal obligations with regard to personal data or personal information).