

APPENDIX VI

Customer License Terms

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (except where the context otherwise requires) the following words and expressions shall have the following meanings:

- "Business Day"** means any day during Normal Business Hours other than a Saturday, Sunday or bank or other public holiday in England and Wales.
- "Confidential Information"** means all information of a confidential nature (however recorded or preserved) disclosed by one Party (the "Disclosing Party") or its employees, officers, representatives or advisers (together "Representatives") to the other Party (the "Receiving Party") (whether before or after the date of this Agreement) including but not limited to, information concerning products, services, Users, business accounts, financial or other dealings, computer systems, test data, software service code, business methods and development plans and in the case of RESELLER, the Services.
- "Data"** means the information and data which is stored on and/or accessed through the Services, including relating to individuals and the original source materials containing such data.
- "Effective Date"** means the date on which this Agreement is duly signed by the necessary parties.
- "Fees"** means the fees payable by the Customer for the Services payable in accordance with Clause 6.
- "Intellectual Property Rights"** means all patents, copyright and related rights (including rights in computer software and websites), database rights, design rights, trademarks, service marks, trade names, domain names, rights in reputation, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions and other rights of an equivalent or similar nature (in each case whether registered or unregistered) and all applications for such rights as may exist anywhere in the world.
- "Laws"** means laws, regulations and rules, treaties, legal and regulatory requirements and codes of conduct ("Laws") which govern the use of the Services and Data.
- "Normal Business Hours"** means 9.00am to 5.30pm, Monday to Friday GMT, excluding bank or public holidays in England and Wales.
- "Party"** means RESELLER or the Customer as the case may be (and "Parties" will be construed accordingly) and reference to a Party includes reference to its successors and permitted assigns.

"Security Event"	means an event where the Services and/or the Data that constitutes Personal Data (as defined in Clause 8) is accessed (a) without authorisation using User's user IDs and/or through the Customer's systems; (b) lost by the Customer; or (c) as a result of Customer's breach of this Agreement.
"Services"	means the products and/or services to be set out in this Agreement delivered by Tracesmart Ltd, trading as LexisNexis, and its affiliates ("LN" or "LexisNexis").
"Term"	means the term of this Agreement as set out in the Agreement and such agreed extensions to the term of this Agreement.
"User"	means the Customer's officers, employees and any person whose services are contracted principally to the Customer and any third-party contractor, who the Customer grants access to the Services in accordance with this Agreement.
"VAT"	means value added tax and/or any equivalent and/or any sales taxes, duties and/or levies imposed by any authority, government or government agency in any jurisdiction.

1.2 In this Agreement (except where the context otherwise requires):

- 1.2.1** any reference to a schedule is to the relevant schedule to this Agreement;
- 1.2.2** headings are included for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.2.3** use of the singular includes the plural and vice versa;
- 1.2.4** use of any gender includes the other genders; references to "including", "in particular" or any similar expression shall be construed as illustrative;
- 1.2.5** any reference to a "person" or "persons" includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether incorporated and whether or not having separate legal personality); and
- 1.2.6** any reference to a statute or statutory provision shall be construed as including a reference to any statutory modification consolidation or re-enactment (whether before or after the date hereof) from time to time and shall include reference to any provision of which it is a re-enactment (whether with or without modification) and any subordinate legislation including bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents and permissions made or given thereunder (whether before or after the date hereof) and any conditions attaching thereto.

2 THE SERVICES

2.1 In consideration of the payment of the Fees by the Customer to RESELLER, RESELLER grants to the Customer and Users a non-exclusive, non-transferable license to access and use the Services and the Data in accordance with this Agreement, solely for the Customer's internal business purposes.

2.2 This Agreement shall encompass any and all delivery methods provided to the Customer for the Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available.

3 RESELLER'S OBLIGATIONS

3.1 RESELLER shall:

- 3.1.1** provide the Services in accordance with this Agreement; and
- 3.1.2** provide any support and other services in accordance with any relevant exhibits; and
- 3.1.3** subject to Clauses 3.2 and 3.3 below, deliver the Services with reasonable skill and care.

3.2 RESELLER makes no express or implied undertaking, representation or warranty that the Services:

- 3.3.1** will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Services may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades); and/or
- 3.3.2** will be free of errors, defects and/or viruses.

3.3 The Customer acknowledges and agrees that the Data is collected by LN from selected public records and other sources. Neither LN nor RESELLER take any steps to verify the accuracy or completeness and neither LN nor RESELLER make any warranty, representation of the Data or that it is up to date. The Data is therefore provided to the Customer "as is" and with no undertaking as to the accuracy, completeness of Data or that the Data is up to date.

4 THE CUSTOMER'S OBLIGATIONS

4.1 The Customer undertakes that it shall:

- 4.1.1** only use the Services for its own internal legitimate business purposes subject to any restrictions set out in this Agreement;
- 4.1.2** comply with all Laws in respect of its use of the Services and Data;
- 4.1.3** keep all Data accessed using the Services confidential and secure;
- 4.1.4** not use the Services for any illegal or inappropriate purposes;
- 4.1.5** not use the Services for marketing purposes or resell or broker the Services to any third party, or for any personal (non-business) purposes;
- 4.1.6** unless otherwise authorised by RESELLER, not access the Services from Internet Protocol addresses located outside of the United Kingdom;
- 4.1.7** not use the Services to provide data processing services to third-parties or evaluate data for third-parties or, without RESELLER's consent, to compare the Services and/or Data against a third party's services and/or to create a competing product;
- 4.1.8** not, nor attempt to:
 - A. interfere with or disrupt the proper operation of RESELLER or LexisNexis' software, hardware, systems or networks, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including corrupted files or files that contain viruses, trojans, worms, spyware or other malicious content;
 - B. gain unauthorised access to RESELLER or LexisNexis' computer system or the computer system(s) of any other user, to which the Customer does not have access rights;
 - C. take any action which does or may cause RESELLER or LexisNexis'

- service to users to be interrupted or degraded;
- 4.1.9** not use (and shall ensure that the Users do not use) the Services to do any of the following:
- A. convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature;
 - B. knowingly or negligently upload or download files that contain software or other material protected by Intellectual Property Rights (or by rights of confidentiality or privacy of publicity, where applicable) unless the Customer owns or controls the rights thereto or have received all necessary consents; or
 - C. falsify the origin or source of any Data or other material.
- 4.2** LN and RESELLER reserve the right to suspend or terminate access to the Services at any time without notice to the Customer in the event LN or RESELLER determines or reasonably suspects:
- 4.2.1** the Customer and/or any User is in breach of this Agreement; and/or
- 4.2.2** that continued provision of Services to the Customer entails a potential security risk.
- 4.3** The Customer agrees that it is solely responsible for use of the Services by it and its Users and shall be responsible for the acts and omissions of the Users in relation to use of the Services (including the login user IDs and passwords), as if they were its own acts or omissions.
- 4.4** The Customer shall procure that the Users use the Services strictly in accordance with the terms of this Agreement and the terms on the login page of the Services.
- 4.5** The Customer shall train all Users prior to allowing access to Services on Customer's obligations under this Agreement.

5 ACCESS TO AND SECURITY OF THE SERVICES AND DATA

- 5.1** Access to the Services will only be permitted with an authenticated user ID and password.
- 5.2** The Customer shall be responsible for ensuring the user IDs and passwords remain secure and confidential for all access to Services and protect against misuse and unauthorized access whether by Users or any third party.
- 5.3** The Customer acknowledges the importance of the security of the Services and the Data and so shall:
- 5.3.1** restrict access to Services to those Users who have a need to know as part of their official duties; and
- 5.3.2** ensure that the Users shall:
- A. not use the Service and/or obtain and/or use any Data for personal or reasons other than for the Customer's business purposes in accordance with this Agreement;
 - B. not transfer or otherwise disclose or share any Data received through the Services to any party except as permitted hereunder;
 - C. use best endeavours to prevent unauthorised access to, use of, storage, destruction and control of the Services and Data, whether the same is in electronic form or hard copy, by any person or entity, including implementing and documenting appropriate policies and procedures covering the administrative, physical and technical safeguards which are measured against objective standards and controls ("Customer's Information Security Program"). Customer's

Information Security Program shall: (1) account for known and reasonably anticipated threats and Customer shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Customer will promptly remediate any deficiencies identified in Customer's Information Security Program;

- D. maintain and enforce data destruction procedures to protect the security and confidentiality of all Data obtained through Services as it is being disposed;
- E. purge all Data received through the Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts;
- F. not access and/or use the Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by RESELLER;
- G. be capable of receiving the Services where the same are provided utilising "secure socket layer," or such other means of secure transmission as is deemed reasonable by RESELLER;
- H. take all commercially reasonable steps to protect their networks and computer environments, or those used to access the Services, from compromise.

5.3.3 shall on at least a quarterly basis, review a percentage of searches performed by its user IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein.

5.4 If the Customer suspects, has reason to believe or confirms that a user ID and password for the Services or Data, the Services, or any information related thereto is or has been lost, stolen, compromised, misused or used, disclosed, accessed or acquired in an unauthorised manner or by any unauthorised person, or for any purpose contrary to the terms of this Agreement (a "Customer Security Event") Customer shall:

5.3.4 Customer shall immediately notify LN by written notification to the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005, or by email (security.investigations@lexisnexis.com) or by phone (+1-888-872-5375) with a written notification to follow within twenty-four (24) hours;

5.3.5 promptly investigate the situation;

5.3.6 obtain written consent from LN, not to be unreasonably withheld, prior to disclosing LN or the Services to any third party in connection with the Customer Security Event; and

5.3.7 if required by law, or in LN's discretion, Customer shall:

5.3.8 notify the individuals whose information was disclosed that a Customer Security Event has occurred; and

5.3.9 be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Customer Security Event;

5.3.10 remain solely liable for all costs and claims that may arise from the Customer Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit

monitoring and other losses alleged to be in connection with such Customer Security Event); and

- 5.3.11** provide all proposed third-party notification materials to LN for review and approval, which shall not be unreasonably withheld, prior to distribution.
- 5.5** In the event of a Customer Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.
- 5.6** RESELLER or LN may, or may require the Customer, to change User IDs and passwords and/or suspend access to the Services to mitigate any security concerns.
- 5.7** When a User who has had access to the Services leaves the Customer, or where access presents a security risk, the Customer must take all necessary steps to promptly terminate access of such User to the Services.
- 5.8** LN may monitor the use by Users of the Services and Customer agrees to fully cooperate with any such reviews, including promptly providing requested information, for the purpose of
 - 5.8.1** ensuring compliance with the terms of this Agreement;
 - 5.8.2** security; and
 - 5.8.3** evaluating, updating and improving the Services.
- 5.9** Customer acknowledges and agrees that the Services provided may include (i) compiling statistical and other information related to the performance, operation and use of the Services, and (ii) using data in aggregated and/or anonymized form for security and operations management or for research and development purposes or other business purposes, provided that such information and data will not identify or serve to identify Customer or any data subject.

6 FEES

The Customer shall pay RESELLER the Fees for access to and use of the Services.

7 INTELLECTUAL PROPERTY

- 7.1** The Customer acknowledges that all Intellectual Property Rights in the Services are owned by LN, LN's licensors and/or owners of rights in the Data.
- 7.2** The Customer acknowledges that LN collects and/or links to Data from public sources as well as from its third-party suppliers.
- 7.3** The Customer shall not remove, edit or otherwise interfere with any copyright notices, names, marks, logos or branding on the Services.
- 7.4** The Customer shall not (and shall ensure that the Users shall not):
 - 7.4.1** copy, record, edit, alter or translate any of the Services, including the underlying software or any part of the Services except to the extent expressly permitted by law;
 - 7.4.2** reverse engineer, disassemble or otherwise attempt to derive source code for the Services in whole or in part except to the extent expressly permitted by law or under the terms of and the licences of any open-source software on which the Services is based; and
 - 7.4.3** in any manner damage or impair any of the LN's and its licensors' Intellectual Property Rights.
 - 7.4.4** create a database from the results of the Services.
- 7.5** LN shall be entitled to copy and use all search enquiry data inputted by the Customer and Users for any purpose consistent with applicable laws, including for its regulatory compliance purposes and to monitor and improve the Services.

- 7.6** Neither Party shall be permitted to identify the other Party by name as a client or supplier (as applicable) of the other nor to include the other Party's name and logo, in any marketing material which it produces without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

8 DATA PROTECTION

- 8.1** For the purposes of this Clause 8 "Data Controller", "Data Processor", "Data Subjects", "Personal Data" and "Processing" ("Process" and "Processed" to be construed accordingly) shall have the meaning ascribed to them in the Data Protection Act 2018. "Data Protection Laws" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including the Data Protection Act 2018.
- 8.2** Each Party shall comply with its respective obligations under the Data Protection Laws in respect of any Personal Data Processed in relation to this Agreement.
- 8.3** As the Data Controller under this Agreement, the Customer represents and warrants that it has the right to collect, process, and use Personal Data for the purpose(s) for which it is accessing the Services and that it has complied with all other obligations under applicable Laws that relate to the provision and use of the Services, including, without limitation, that before it provides any Personal Data to LN, it shall:
- 8.3.1** make due notification to any relevant regulator including its use and Processing of the Personal Data and comply at all times with the Data Protection Laws;
 - 8.3.2** ensure it is not subject to any prohibition or restriction which would: (i) prevent or restrict it from disclosing or transferring the Personal Data to LN, as required under this Agreement; or (ii) prevent or restrict either Party from Processing the Personal Data as envisaged under this Agreement;
 - 8.3.3** ensure that all fair processing notices have been given and, as applicable, consents obtained, and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under this Agreement in accordance with the Data Protection Laws, including the transfer of such personal data to and by LN and LN's third-party service providers in any jurisdiction.
- 8.4** The Customer and RESELLER agree that, in connection with Customer's use of the Services, Data and Personal Data, the Customer, and not RESELLER or LN, is responsible for handling, in compliance with applicable law, any (i) requests of individuals to access, rectify, delete, or block the individuals' personal information; and (ii) objections of individuals to the processing of their personal information.
- 8.5** The Customer agrees that it shall not permit any of its Users, group companies, operations, businesses, employees, agents or representatives located outside the EU access the Services and/or to use the Data unless it has entered into EU-approved model clauses. The Customer also agrees that it shall not permit any of its Users, group companies, operations, businesses, employees, agents or representatives located in the US access to the Services and/or to use the Data unless it has entered into a US specific agreement with LN or a member of LN's group.
- 8.6** The Customer acknowledges that in the event of a Security Event, the Customer shall notify RESELLER and LN immediately in accordance with Clause 5.4 above, shall cooperate fully with any action LN and/or the Customer is obliged by law to take in respect of such Security Event or fulfil its own obligations that may result in LN's reasonable discretion. The Customer agrees that unless required by law or the relevant

regulatory authority, any notification of a Security Event to the Data Subject or to a regulatory body shall not reference LN or the LN Services through which the Data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent.

- 8.7** The Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law and all fines and costs relating to a Security Event.
- 8.8** To the extent that LN or the Reseller receives personal data from the other, the terms of the LexisNexis Risk Solutions Group Data Protection Addendum at <https://risk.lexisnexis.com/group/dpa> will apply, except to the extent that LN is processing personal data on behalf of the Reseller, the terms of the LexisNexis Risk Solutions Group Data Processing Addendum at <https://risk.lexisnexis.com/group/dpa> will apply. The terms located at the aforementioned URL are incorporated by reference into the Agreement. After the Effective Date, LN may provide an updated URL in place of such URL.

9 AUDIT

The Customer understands and agrees that, in order to ensure compliance with laws applicable to this Agreement, RESELLER'S and/or LN's obligations under its contracts with its data providers, and LN's internal policies, RESELLER or LN may conduct periodic reviews of Customer's use of the Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of the Services and Data, including the Customer's administrative, physical and technical information security safeguards. The Customer shall cooperate fully with any and all audits, including by granting access to its premises and all relevant records as requested by RESELLER or LN and to respond to any such audit enquiry within ten (10) Business Days, or sooner if an expedited response is required. Breaches by the Customer discovered in any review and/or audit by RESELLER or LN may be subject to immediate action including, but not limited to, suspension or termination of the Services, reactivation fees, legal action, and/or referral to any applicable regulators.

10 CONFIDENTIALITY

- 10.1** The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party shall:
- 10.1.1** not use or exploit the Confidential Information in any way except for the performance of this Agreement;
 - 10.1.2** not disclose or make available the Confidential Information, in whole or in part, to any third party, except as expressly permitted by this Agreement;
 - 10.1.3** not copy, reduce to writing or otherwise record the Confidential Information except as necessary in order to perform and/or obtain the benefit of this Agreement; and
 - 10.1.4** unless a higher standard is required by this Agreement, apply the same security measures and degree of care to the Confidential Information as the Receiving Party applies to its own confidential information of a similar nature.
- 10.2** The Receiving Party may only disclose the Disclosing Party's Confidential Information to its representatives who need to know the Confidential Information for the purposes of this Agreement. If the Receiving Party needs to disclose any of the Disclosing Party's Confidential Information to a representative, it must procure that the representative is first bound by obligations of confidentiality and restrictions on use which are no less onerous than those imposed on the Receiving Party under this Clause 10 and restrict any further disclosure of that Confidential Information by the representative.
- 10.3** Clause 10.1 above shall not apply to any information that:
- 10.3.1** is or becomes generally available to the public, other than as a result of its disclosure by the Receiving Party and/or its representatives in breach of this Agreement

or of any other undertaking of confidentiality addressed to the Disclosing Party (except that any compilation of any otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or

10.3.2 was available to the Receiving Party on a non-confidential basis prior to the disclosure by the Disclosing Party; or

10.3.3 was lawfully in the possession of the Receiving Party before the information was disclosed to it by the Disclosing Party; or

10.3.4 was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who had no access to such Confidential Information; or

10.3.5 the Parties agree in writing is not confidential or may be disclosed.

10.4 The Receiving Party may disclose Confidential Information belonging to the Disclosing Party to the extent required by law; any governmental or other regulatory authority (including any relevant securities exchange, or by a court or other authority of competent jurisdiction) provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause, it takes into account the reasonable requests of the Disclosing Party in relation to the content of this disclosure.

11 DURATION AND TERMINATION

11.1 This Agreement shall commence on the Effective Date and shall continue thereafter in accordance with the initial term agreed by both parties unless terminated by either Party in accordance with clauses 11.2 or 11.3 below. The initial term shall automatically renew for 12-month periods ("Renewal Term") unless the Customer gives the Reseller 60 days' written notice to terminate before the end of the initial term or, as the case may be, the Renewal Term.

11.2 Notwithstanding clause 4.2, either Party may terminate this Agreement immediately upon written notice to the other where the other Party is in material or persistent breach of any of the terms of this Agreement and fails to remedy such breach (if capable of remedy) within thirty (30) days of receiving written notice of the breach from the terminating Party.

11.3 Either Party may terminate this Agreement immediately on giving notice in writing if any of the following events (or any event analogous to any of the following in a jurisdiction other than England & Wales) occurs in respect of the other Party:

11.3.1 a proposal is made for a voluntary arrangement within Part I of Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;

11.3.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);

11.3.3 a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditor's meeting is convened pursuant to section 98 of the Insolvency Act 1986;

11.3.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;

11.3.5 an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;

11.3.6 it is or becomes insolvent within the meaning of section 123 Insolvency Act

1986; or

11.3.7 a moratorium comes into force pursuant to the Insolvency Act 1986.

11.4 Within ninety (90) days of expiry or termination of this Agreement, the Customer shall (and shall ensure that the Customer's Users shall) immediately cease to use or have access to the Services and shall securely delete all copies of the Services and Data from its systems and destroy any hard copies of the Data in its possession or control.

12 DISCLAIMER

Other than as expressly set out in this Agreement, RESELLER makes no warranties, whether express or implied, written or oral, statutory or otherwise, with respect to the Services or the Data, including, without limitation, any warranty of title, satisfactory quality or fitness for a particular purpose and no representation or statement not expressly contained in this Agreement will be binding on RESELLER.

13 GOVERNING LAW AND JURISDICTION

13.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and interpreted in accordance with the laws of England and Wales.

13.2 Each Party irrevocably submits to the non-exclusive jurisdiction of the Courts of England and Wales over any claims or matters arising under or in connection with this Agreement.

13.3 Either Party may at its own expense arrange for a translation of this Agreement into any other language for its own convenience, but the English language version shall take precedence.

13.4 The Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, the Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to Services to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

14 ADDITIONAL TERMS

Usage of the Services is subject to the following additional terms ("Additional Terms"), which are hereby incorporated into the Agreement as if written in full herein:
<http://www.lexisnexis.com/risk/terms/tracesmart.pdf>.

