

Third Party Data Terms – Lexis Nexis

The data that TruNarrative uses within the Service is supplied by various third parties. TruNarrative is obliged under the terms of its agreement with such third parties to ensure that the Customer complies with the relevant provisions of the relevant Third Party Data Terms. Customer agrees that following terms (as amended from time to time) apply to Customer with respect to its use of data provided through the Services and constitutes a binding contract between the Customer and the relevant Third Party Data provider and will be directly enforceable by it.

BT OSIS® Data/BT Telephone Directory

(contained in LexisNexis®TraceIQ®, LexisNexis® EDD Insight; LexisNexis® IDU®, LexisNexis® Smartcleanse by default)

Permitted Purpose:

The Customer is granted access to BT OSIS Data in accordance with the terms and conditions detailed in the BT OSIS end user terms set out at [Attachment 2](#).

Experian Consumer Credit Header Data:

The Customer's access to ExperianData is subject to the Experian terms and conditions set out at [Attachment 5](#) when being granted access to this dataset and may only use the Experian Data for the permitted purposes listed therein.

Equifax Consumer Credit Header Data:

Without limiting the other restrictions set forth in this Agreement, Customer can be granted access and use this dataset for the following purposes:

Permitted Purpose

Usage of Personal Identifiable Information (PII) – Names, Addresses, Telephone Numbers and URN:

1. Anti-money laundering and general due diligence
2. Fraud prevention, mitigation and investigation, including risk analysis
3. Identity verification
4. Risk assessment of a consumer, based on assessed stability and other measures of consumer responsibility
5. Tracing of debtors in order to find and/or update subject information for successful contact
6. Debt collection and recovery, leveraging contact information, and assessing propensity to pay debt
7. Asset reunification, but excluding use for mis-selling claims, such as payment protection insurance

Usage of Characteristics / Attributes

1. Anti-money laundering and general due diligence
2. Fraud prevention, mitigation and investigation, including risk analysis
3. Identity verification
4. Risk assessment of a consumer, based on assessed stability and other measures of consumer responsibility*
5. Tracing of debtors in order to find and/or update subject information for successful contact*
6. Debt collection and recovery, leveraging contact information, and assessing propensity to pay debt*

All usage as outlined above includes usage for modelling, data cleanse/append and as may be necessary for legal or regulatory investigation and enforcement. Where usage is for legal or regulatory investigation or enforcement and Customer relies on Schedule 2 Part 1 of the Data Protection Act 2018 – *Information required to be disclosed by law etc or in connection with legal proceedings*, such disclosure shall only be permitted to public sector organisations.

*Insight characteristics are restricted for use by Equifax Insight Closed user Group members (“Insight Member”) only when used for Debt Collection/Debt Recovery/Debtor Tracing/Stability Scoring under the Steering Committee on Reciprocity’s (SCOR) Principles of Reciprocity. These industry data sharing rules (binding on Equifax through contractual agreement with each Insight member) have a general restriction that prohibits the use of Insight data by non-Insight Members. Customers must be a current Insight Member to use Characteristic / Attributes data and shall inform LN immediately in the event they are no longer an active Insight Member. An exemption to this rule applies to Insight data in the form of these characteristics when used for AML/Due Diligence/Fraud Prevention & Detection/Identity Verification & Authentication purposes.

**Attachment 2 – BT End User Terms for Residential Customer
Alphabetical (A-Z) Products or Services OSIS Database**

BT has stipulated that the following terms and conditions of this Licence Agreement shall apply to a client of LexisNexis who is licensed to receive the BT OSIS data. These terms and conditions have been imposed by BT and LexisNexis has no authority or ability to agree to any amendments. LexisNexis has been granted an OSIS Licensee from BT to use extracts of OSIS data in its Products and Services.

1. Definitions

1.1 For the purposes of these End-User Terms, the following definitions shall apply:

“BT” shall mean British Telecommunications plc;

“BT Marks” shall mean registered or unregistered trademarks and service marks, house marks and marks of ownership, trading names, brand names, distinctive colour schemes, devices, styles, emblems and other manifestations associated with BT;

“End-User” shall mean the Licensee’s customer under this Agreement who has access to who has registered to use the Licensee’s Products and Services; and

“Licensee” shall mean Tracesmart Ltd trading as LexisNexis;

“OSIS” shall mean the extract of the BT OSIS Residential Customer Alphabetical (A-Z) database containing name, address and telephone number Records provided under Licence to the Licensee by BT and all data incorporated therein, sub-licensed to the Customer subject to the terms and conditions of the Agreement.

2. OBLIGATIONS OF THE END-USER

2.1 The End-User shall in all its dealings with or relating to information derived from BT’s OSIS database (the **“Information”**) comply with all applicable laws and codes of practice including the Data Protection Act 2018 (as amended) and the Guide to Privacy and Electronic Communications Regulations and the legislation/regulations implementing Directive 2002/58/EC of the European Parliament and of the Council of the European Union.

2.2 The End-User shall not export or permit the export of any material amount of the Information to a country which is not within the European Economic Area without the prior written express consent of the Licensee and/or BT.

3. MARKS

3.1 The End-User shall not have any rights to use the BT Marks and shall not make reference to BT or any BT product or service in any promotional or marketing advertising, communications, literature, or packaging.

3.2 The End-User shall not alter any copyright or other intellectual property right acknowledgement or confidentiality marking incorporated into or applied to BT’s OSIS database or documentation owned by BT.

Attachment 5 – Experian Consumer Credit Header

In the event that LN (hereinafter referred to as “Reseller”) supplies the Customer (hereinafter referred to as “End User”) with Experian Data, End User acknowledges and are deemed to have accepted the following terms and conditions of Experian. Any definition not provided in this Attachment 5 shall have the same meaning as set out elsewhere in the Agreement:

Identity Management/Fraud Prevention/AML Services (relevant to IDU, TraceIQ, EDD Insight, Smartcleanse)

1. The End User acknowledges and agrees that the Experian Data may only be used for one or more of the following purposes:
 - a. ID verification; or
 - b. Fraud prevention; or
 - c. AML checks (to meet any obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, or any additional or amending legislation.

Asset Reunification

2. The End User may use Experian Data to confirm residency periods and address links for the purposes of positive asset reunification to consumer subjects.

Customer Management and Communication

3. The End User may use Experian Data to cleanse, maintain or update the End User’s customer contact database to ensure accurate records are maintained for communications purposes or for use in accordance with regulatory requirements, and only in connection with individuals who are customers of the End User. Where related to communications between the End User and an individual, the Experian Data must only be use in connection with service communications from the End User or where there is a legal or regulatory requirement for the End User to communicate with the individual.

Insurance Sector (meaning End Users authorised under the Financial Services and Markets Act 2000 to provide insurance, insurance intermediation or reinsurance services)

4. Except where used by End Users to assist in investigations relating to individuals where fraud is suspected in accordance with 6 above, asset reunification in accordance with 2., or customer management and communication in accordance with 3. above, End Users may only use Experian Data within the Insurance sector for:
 - the on-boarding of new policy holders, renewal of policies and policy administration of life assurance policies; or
 - for the on-boarding of new policy holders, renewal of policies and policy administration of single or multiple pension policies.

and provided any forward address links are not used for insurance underwriting or pricing decisions, and the End User agrees to not create a reusable ID (meaning an electronic identification verified to a level of trust which is given to a consumer or business to allow the End User to authenticate transactions with any third parties).

Online Gambling (relevant to Identity Management / Fraud Prevention / AML services)

5. Notwithstanding anything to the contrary stated within this Agreement, when the Services are used in connection with Online Gambling, these Online Gambling Special Terms and Conditions shall apply and shall take precedence over any other terms and conditions contained within the Schedule and the Terms and Conditions.
6. In these Online Gambling Special Terms and Conditions the following definitions shall apply:
 - a. “Licence(s)” means all licences, permits, authorisations and/or accreditations that are required in order for the holder to supply Online Gambling in the Online Gambling Country;
 - b. “Licensing Country” means the following countries: Gibraltar, Jersey, Guernsey, Alderney, Malta, Isle of Man and United Kingdom and such other countries as Experian may agree from time to time;
 - c. “Online Gambling” means a gambling service accessed via remote communication whereby Players register, deposit funds and bet and/or play games;
 - d. “Online Gambling Country” means the countries identified as such under Point 10 below;

- e. "Permitted Activity" means the Online Gambling activities identified as permitted activities in relation to an Online Gambling Country under Point 10 below;
 - f. "Player" means an individual who is a potential or actual Online Gambling customer of the End User;
 - g. "Player Location" means the country in which the Player is located when the Services are accessed by the End User;
7. When the Services are used in connection with Online Gambling:
- a. the Territory shall be the Online Gambling Countries; and
 - b. the End User Permitted Purpose shall be ID verification and fraud prevention purposes in connection with Players only where (a) the Player Location is an Online Gambling Country, and (b) the Online Gambling for which the Services are used is a Permitted Activity for the Player Location, and the End User holds the Licences for such Permitted Activities
8. The End User shall;
- a. comply at all times with the End User Permitted Purpose;
 - b. carry out practical mitigation, and use all reasonable steps to ensure that it complies with the End User Permitted Purpose, which shall include (without limitation) ensuring and that Players using the Services (i) are situated in an Online Gambling Country, and (ii) are only able to use the Services in connection with Permitted Activities for which the End User has the Licences;
 - c. operate in a manner that is consistent with the actions of a reputable company operating in the Online Gambling industry; and
 - d. ensure that the End User holds and maintains appropriate Licence(s) to carry out the Permitted Activity in Online Gambling Countries in which it operates and for which it proposes to use the Services.
9. In addition to any other restrictions on Permitted End Users contained within the Schedule, each End User must be a company whose registered office is in a Licensing Country.
10. Permitted Activities for Online Gambling Countries:

Online Gambling Country	Permitted Activity
Bulgaria	Sports betting / Horse race betting / Poker / Casino / Bingo / Lottery
Denmark	Sports betting / Poker / Casino
Great Britain	Sports betting / Horse race betting / Exchanges / Poker / Casino / Bingo
Italy	Sports betting / Horse race betting / Exchanges / Poker / Casino / Bingo
Spain	Sports betting / Horse race betting / Poker / Casino / Bingo
Australia:	
Australian Capital Territory	Sports betting / Horse race betting / Exchanges / Bingo
New South	Sports betting / Horse race betting / Bingo
Wales Northern Territory	Sports betting / Horse race betting / Exchanges / Bingo
Queensland	Sports betting / Horse race betting / Bingo
South Australia	Sports betting / Horse race betting / Exchanges / Bingo
Tasmania	Sports betting / Horse race betting / Exchanges / Bingo
Victoria	Sports betting / Horse race betting / Bingo
Western	Sports betting / Horse race betting
Australia	Sports betting / Horse race betting / Poker / Casino / Bingo
Belgium	Sports betting / Horse race betting / Exchanges / Poker / Casino /
Croatia	

	Bingo
Czech Republic	Sports betting / Horse race betting / Poker
Estonia	Sports betting / Horse race betting / Poker / Casino /
France	Bingo Sports betting / Horse race betting / Poker
Latvia	Sports betting / Horse race betting / Poker / Casino /
Poland	Bingo Sports betting / Horse race betting

Additional Provisions

11. The End User may only access Experian Data if they hold a current registration with the Information Commissioners Office for data processing activities they undertake.

Annex

APPENDIX VI Customer License Terms

This Licence sets forth additional terms and conditions for the use of the LexisNexis® IDU which are in addition to TruNarrative's services agreement with the Customer. Unless otherwise stated, any reference to "End User" shall apply to the Customer.

The provisions set forth in this Licence are in addition to, and unless expressly provided to the contrary, without limitation of, the provisions set forth in TruNarrative's services agreement with the Customer. In the event of a direct conflict between this Licence and the services agreement between TruNarrative and the Customer or any other document, the applicable portion of this Licence shall prevail.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Licence (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 Licence) 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 LN, 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 Licence is accepted by the Customer in writing or by its first use of the Services.
"Fees"	means the fees payable by the Customer for the Services payable in accordance with Clause 6.
"Force Majeure"	means an event outside of the control of a Party, including riot, civil unrest, military action or terrorism; damage to or destruction of premises or equipment; earthquake, storm, flood or other natural disaster; deliberate sabotage of, or malicious damage to equipment or data; industrial action, strikes or lock-outs by employees of third parties; inability to obtain supplies of power, fuel, or transport; exercise of emergency powers by any governmental authority of the territory whether national, regional or local.
"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 LN 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 Licence.
- "Services"** means the products and/or services to be set out in this Licence delivered by Tracesmart Ltd, trading as LexisNexis, and its affiliates ("LN" or "LexisNexis").
- "Term"** means the term of this Licence as set out in the Licence and such agreed extensions to the term of this Licence.
- "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 Licence.
- "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 Licence (except where the context otherwise requires):
- 1.2.1** any reference to a schedule is to the relevant schedule to this Licence;
 - 1.2.2** headings are included for convenience only and shall not affect the construction or interpretation of this Licence;
 - 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 TruNarrative, LN grants to the Customer and Users a non-exclusive, non-transferable licence to access and use the Services and the Data in accordance with this Licence, solely for the Customer's internal business purposes.

2.2 This Licence 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. TruNarrative's and LN's obligations

3.1 TruNarrative shall:

- 3.1.1** provide the Services in accordance with this Licence; 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 TruNarrative makes no express or implied undertaking, representation or warranty that the Services:

- 3.2.1** 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
- 3.2.2** 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 TruNarrative takes any steps to verify the accuracy or completeness. Neither LN nor TruNarrative makes 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 Licence;
- 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 TruNarrative, 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 TruNarrative'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 TruNarrative or LN' 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 TruNarrative or LN' 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 TruNarrative 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 reserves the right to suspend or terminate access to the Services at any time without notice to the Customer in the event LN determines or reasonably suspects:

4.2.1 the Customer and/or any User is in breach of this Licence; and/or

4.2.2 that continued provision of Services to the Customer entails a potential security risk.

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.

4.3

The Customer shall procure that the Users use the Services strictly in accordance with the terms of this Licence and the terms on the login page of the Services.

4.4 The Customer shall train all Users prior to allowing access to Services on Customer's obligations under this Licence.

4.5

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.
- The Customer acknowledges the importance of the security of the Services and the Data and so shall:
- 5.3**
- 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 Licence;
 - 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 TruNarrative;
 - 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 TruNarrative;
 - 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 Licence (a "Customer Security Event") Customer shall:
- 5.4.1** 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;

- 5.4.2** promptly investigate the situation;
- 5.4.3** 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
- 5.4.4** if required by law, or in LN's discretion, Customer shall:
 - A. notify the individuals whose information was disclosed that a Customer Security Event has occurred; and
 - B. be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Customer Security Event;
- 5.4.5** 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
- 5.4.6** 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** TruNarrative 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 Licence;
 - 5.8.2** security; and
 - 5.8.3** evaluating, updating and improving the Services.

6. FEES

The Customer shall pay TruNarrative 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.
- 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 " Controller", " 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.

Each Party shall comply with its respective obligations under the Data Protection Laws in respect of any Personal Data Processed in relation to this Licence.

8.2 As the Data Controller under this Licence, 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

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 Licence; or (ii) prevent or restrict either Party from Processing the Personal Data as envisaged under this Licence;

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 Licence 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 agrees that, in connection with Customer's use of the Services, Data and Personal Data, the Customer, and not TruNarrative 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 TruNarrative 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 Service 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.

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.

8.7 To the extent that LN acts as a Processor of Personal Data on behalf of the Customer under this Licence, the Parties shall Process such Personal Data in accordance with the Data Processing Addendum to this Licence.

8.8

9. AUDIT

The Customer understands and agrees that, in order to ensure compliance with laws applicable to this Licence, TruNarrative's and/or LN's obligations under its contracts with its data providers, and LN's internal policies, TruNarrative 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 TruNarrative 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 TruNarrative 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 Licence;

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 Licence;

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 Licence; and

10.1.4 unless a higher standard is required by this Licence, 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 Licence. 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.

Clause 10.1 above shall not apply to any information that:

10.3

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 Licence 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 Licence 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 or unless LN or TruNarrative terminates this Licence Agreement without cause by written notice to Customer..

11.2 Notwithstanding clause 4.2, either Party may terminate this Licence immediately upon written notice to the other where the other Party is in material or persistent breach of any of the terms of this Licence 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 Licence 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 Licence, 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 Licence, TruNarrative 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 Licence will be binding on TruNarrative.

13. GOVERNING LAW AND JURISDICTION

- 13.1** This Licence 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 Licence.

- 13.3** Either Party may at its own expense arrange for a translation of this Licence 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 ("SNote 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.

Data Processing Addendum

A. Definitions

All capitalized terms used but not defined herein shall have the same meaning as set forth in the Licence.

B. Scope and Roles

This Data Processing Addendum applies to the processing of Personal Data, within the scope of the Data Protection Laws, by LN on behalf of the Customer under the Licence. In this context, the Customer is the Controller or Processor of Customer Personal Data and LN is the Processor of such Personal Data. This Data Processing Addendum does not apply where LN is a Controller of Personal Data.

C. Processing

1. Where LN is carrying out Processing on behalf of Customer, LN shall implement appropriate technical and organisational measures in such a manner that Processing will meet the requirements of the GDPR and ensure the protection of the rights of the Data Subject.
2. LN shall not engage another Processor without prior specific or general written authorisation of Customer. In the case of general written authorisation, LN shall inform Customer of any intended changes concerning the addition or replacement of other Processors, thereby giving Customer the opportunity to object to such changes in the manner more specifically set forth herein.
3. Processing by LN shall be governed by this GDPR Agreement under Union or governing Member State law as set forth in the Agreement. In particular, LN shall:
 - (a) Process the Personal Data only on documented instructions from Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by the Union or Member State law governing such Personal Data; in such a case, LN shall inform Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;
 - (b) ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) take all measures required pursuant to Article 32 of the GDPR;
 - (d) respect the conditions referred to in paragraphs 2 and 5 in this section C for engaging another Processor;
 - (e) taking into account the nature of the Processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;
 - (f) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of Processing and the information available to LN;
 - (g) at the choice of Customer, delete or return all the Personal Data to Customer after the end of the provision of services relating to Processing and delete existing copies unless Union or governing Member State law requires storage of the Personal Data;
 - (h) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to

audits, including inspections, conducted by Customer or another auditor mandated by Customer.

4. LN shall immediately inform Customer if, in its opinion, an instruction from Customer to LN infringes the GDPR or other Union or governing Member State data protection provisions.
5. Where LN engages another Processor for carrying out specific Processing activities on behalf of Customer, the same data protection obligations as set out in this GDPR Agreement shall be imposed on that other Processor by way of a contract or other legal act under Union or governing Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the GDPR. Where that other Processor fails to fulfil those data protection obligations, LN shall remain fully liable to Customer for the performance of that other Processor's obligations.

D. Processing Details

The subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data, the categories of Data Subjects and the obligations and rights of Customer are as follows:

- (a) The subject-matter of the Processing under this GDPR Agreement is the Personal Data provided by the Customer to LN in respect of the products and services under the Licence.
- (b) The duration of the Processing is the duration of the provision of the products and services under the Licence.
- (c) The nature and purpose of the Processing is in connection with the provision of the products and services under the Licence.
- (d) The types of Personal Data processed under the Licence may include full name, email addresses, home postal addresses, office/institution postal address, social media handles, telephone, mobile phone numbers, business cards and job titles, work section, username and passwords for accessing and using the products and services, education, certifications, professional background and training; gender, photographs, audio and videos; credit card data (for processing purchases) bank account data (for direct deposit payments); government-issued identification, including passport numbers (for identification); date of birth (for identification and marketing); place of birth (for identification); sanction and watch list data; purchase/license/ inquiry history; goods, services or content provided; usage data and statistics; connection data; locale data; other unique identifiers such as IP addresses or device IDs; marketing and advertising responses and preferences; insurance industry quote, policy and claims data, telematics data, GPS data; and/or documents, images or other content containing Personal Data submitted by or at the direction of Customer as part of the products and services.
- (e) The categories of Data Subjects may include representatives and end users, including employees, contractors, agency and temporary personnel, of Customer and its Affiliates, and Customer's or its Affiliates' clients, prospective clients, insurance policyholders and other insured persons, suppliers and other individuals about whom Personal Data is submitted to LN by or at the direction of Customer as part of the products or services.

On expiration or termination of Customer's use of the products and services, LN shall delete or return Personal Data in accordance with the terms and timelines for the products and services set forth in the Agreement, unless Union, governing Member State, or other applicable law requires storage of the Personal Data.

E. Sub-processing

Customer hereby provides LN with general authorisation to engage other processors for the processing of Customer Personal Data in accordance with this GDPR Agreement. LN shall maintain a list of such Processors at <https://risk.lexisnexis.com/terms/subprocessors>, which LN may update from time to time. At least 14 days before authorising any new such Processor to Process Personal Data, LN shall update the list on its website. Customer may object to the change without penalty, LN shall use reasonable endeavours to change, modify or remove the affected products or services, in order to avoid processing of Customer Personal Data by such new Processor to which Customer reasonably objects.

F. Data Subject Rights

LN shall, to the extent legally permitted, promptly notify Customer of any Data Subject requests received by LN and reasonably cooperate with Customer to fulfil its obligations under the GDPR in relation to such requests. Customer shall be responsible for any reasonable costs arising from LN providing assistance to Customer to fulfil such obligations.

G. Transfer

LN will ensure that, to the extent that any Personal Data originating from the UK or European Economic Area (EEA) is transferred to a country or territory outside the UK or EEA that has not received a binding adequacy decision by the European Commission or a competent national data protection authority, such transfer will be subject to appropriate safeguards that provide an adequate level of protection in accordance with the GDPR.

H. Security of Processing

1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Customer and LN shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
 - (a) the pseudonymisation and encryption of Personal Data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
2. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.
3. Customer and LN shall take steps to ensure that any natural person acting under the authority of Customer or LN who has access to Personal Data does not Process them except on instructions from Customer, unless he or she is required to do so by Union or governing Member State law.

I. Personal Data Breach

LN will notify Customer without undue delay after becoming aware of a Personal Data breach and shall reasonably respond to Customer's request for further information so that Customer may fulfil its obligations under Articles 33 and 34 of the GDPR.

J. Audit

The rights set out in Section C.(3)(h) are subject to the following requirements: Audits shall be:

- (a) subject to the execution of appropriate confidentiality undertakings;
- (b) conducted no more than once per year unless a demonstrated reasonable belief of non-compliance with the Licence has been made, upon thirty (30) days written notice and having provided a plan for such review; and
- (c) conducted at a mutually agreed upon time and in an agreed upon manner.