

This Agreement is entered into as of the date indicated in this Order Form ("**Effective Date**") by and between the subscriber listed on this Order Form, ("**Customer**", "**you**") and RELX (UK) Limited trading as LexisNexis, company registered in England and Wales whose registered office is at 1-3 Strand, London, WC2N 5JR ("**LN**", "**we**", "**us**", "**our**").

The Customer may subscribe to one or more of the Services specified in this Agreement by agreeing to be bound by the Terms and Conditions appended hereto at Exhibit A and the MIRA Analysis Report Service Descriptions and MIRA Curated Newsletter Service Description appended hereto at Exhibit B.

<b>SUBSCRIBER</b>	
<b>AUTHORISED SUBSCRIBER SIGNATURE</b>	
<b>PRINT NAME</b>	
<b>TITLE</b>	
<b>DATE OF SIGNATURE</b>	

\*Please also sign page 8.

<b>NAME OF SUBSCRIBER</b>					
<b>ADDRESS</b>					
<b>POSTCODE</b>					
<b>COUNTRY</b>		<b>VAT NUMBER</b>		<b>PO NUMBER</b>	

	<b>MAIN CONTACT</b>	<b>POLICY CONTACT</b>	<b>INVOICE / FINANCE CONTACT</b>
<b>NAME</b>			
<b>EMAIL ADDRESS</b>			
<b>TELEPHONE</b>			

**Customer Product Choices:** ☐ Newsdesk ☐ Nexis ☐ LN Social Analytics

Customer Number (OC)	Category	# NEWSDESK AUTHORISED USERS <sup>1</sup>	TERM START DATE	TERM END DATE	MONTHLY FEE ** excl. VAT
		Newsdesk Authorised Users <sup>2</sup>	20	20	SELECT ONE
		Newsdesk Read-only Users	20	20	SELECT ONE
	SELECT ONE	Nexis Newsdesk Direct Users	20	20	SELECT ONE

<sup>1</sup> The Customer may choose to increase the number of Newsdesk Authorised Users by notifying LN by the 20<sup>th</sup> day of a calendar month in order to be effective on the first day of the next calendar month, and the Customer will pay the following additional per user per month rate , in addition to the Monthly Fee.

<sup>2</sup> Includes 4 alerts and 1 newsletter per Newsdesk User.

OPTIONAL NEWSDESK ADD-ONS	# SELECT ONE	MONTHLY FEE excl. VAT **
SELECT ONE		SELECT ONE
SELECT ONE		SELECT ONE
SELECT ONE		SELECT ONE
SELECT ONE		SELECT ONE
SELECT ONE		SELECT ONE

\*\* Customer will receive an annual pre-paid invoice for the total amount of the term

\*\* Customer will receive an invoice on a monthly basis

NEWSDESK ADDITIONAL FEES	ONE-OFF FEE excl. VAT
SELECT ONE	SELECT ONE
SELECT ONE	SELECT ONE

The Customer may choose to increase the number of Newsdesk Authorised Users by notifying LN by the 20<sup>th</sup> day of a calendar month in order to be effective on the first day of the next calendar month. The Customer will pay the following additional per month rate SELECT ONE in addition to the Monthly Fee.

<b>NAME SALES REP</b>		<b>INDUSTRY CODE</b>	
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NEXIS		
<b>Customer Number (OC)</b>	<b>Number of Users</b>	<b>SKU</b>
	Nexis Users	

<b>TERM START DATE</b>	<b>TERM END DATE<sup>2</sup></b>	<b>NEXIS TOTAL MONTHLY FEE excl. VAT <sup>3</sup></b>
20	20	SELECT ONE
20	20	SELECT ONE
20	20	SELECT ONE

<b>NEXIS ADDITIONAL FEES</b>	<b>ONE- OFF FEE excl. VAT</b>
SELECT ONE	SELECT ONE
SELECT ONE	SELECT ONE

LN SOCIAL ANALYTICS		
<b>Customer Number (OC)</b>	<b>LN Social Analytics Package</b>	<b>MONTHLY FEE excl. VAT <sup>3</sup></b>
	SELECT ONE	SELECT ONE SELECT ONE SELECT ONE
		<b>YEAR 1 TOTAL MONTH</b> SELECT ONE
		<b>YEAR 2 TOTAL MONTH</b> SELECT ONE
		<b>YEAR 3 TOTAL MONTH</b> SELECT ONE

OPTIONAL LN SOCIAL ANALYTICS ADD-ONS		DETAILS	MONTHLY FEE excl. VAT <sup>3</sup>
SELECT ONE			SELECT ONE
SELECT ONE			SELECT ONE
SELECT ONE			SELECT ONE
TERM START DATE	TERM END DATE <sup>2</sup>		LN SOCIAL ANALYTICS TOTAL MONTHLY FEE excl. VAT <sup>3</sup>
SELECT ONE 20	SELECT ONE 20		SELECT ONE
SELECT ONE 20	SELECT ONE 20		SELECT ONE
SELECT ONE 20	SELECT ONE 20		SELECT ONE
LN SOCIAL ANALYTICS ADDITIONAL FEES			ONE-OFF FEE excl. VAT
SELECT ONE			SELECT ONE
SELECT ONE			SELECT ONE
			SELECT ONE

<sup>2</sup> After this date the agreement shall continue with an increase of SELECT ONE as referred to in clause 5.1 of the Service Terms and Conditions.

<sup>3</sup> The first invoice will be pro-rated if access is provided for part of the first month

<b>NAME SALES REP</b>		<b>INDUSTRY CODE</b>	
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**EXHIBIT A**  
**TERMS AND CONDITIONS****1. DEFINITIONS**

In this Agreement (except where the context otherwise requires) the following terms shall have the following meanings:

- 1.1. **"Agreement"** means these terms and conditions, any other exhibits appended hereto and the Order Form.
- 1.2. **"Access Link"** means a link from which access to discrete, full-text articles and materials available through the Newsdesk Services including without limitation, the LN Supplied Content and the Web Content, may be accessed from the Newsdesk Services or such other services provided by LN under this Agreement (as it may be amended). Access Links are developed by LN and provided to the Customer and the Customer shall not modify any Access Link.
- 1.3. **"Authorised Users"** has the meaning set out in clause 2.5.
- 1.4. **"Confidential Information"** has the meaning set out in clause 10.1.
- 1.5. **"Customer Provided Content"** means content owned by the Customer or licensed to the Customer by other third party suppliers to the Customer, other than LN Supplied Content, which the Customer makes available through the Newsdesk Services or such other services provided by LN under this Agreement (as it may be amended).
- 1.6. **"Data Protection Laws"** means all applicable privacy and data protection laws, regulations, orders, and other legal requirements. The terms "personal data" and "processing" will have the meanings ascribed to them in the data protection laws, and where the data protection laws use equivalent or corresponding terms, such as 'personal information' instead of 'personal data', they will be read as the same.
- 1.7. **"Effective Date"** means the date set out on the first page of this Agreement upon which the Services provided to the Customer pursuant to this Agreement commence.
- 1.8. **"Authorised Users"** has the meaning set out in clause 2.5.
- 1.9. **"Fees"** means all fees to be paid by the Customer to LN as set forth in the Order Form.
- 1.10. **"General Terms"** has the meaning set out in clause 3.4.
- 1.11. **"Initial Term"** has the meaning set out in clause 5.1.
- 1.12. **"Intellectual Property Rights"** means all copyright and other intellectual property rights, however arising and in whatever media, whether or not registered or capable of registration, including (without limitation) patents, trademarks, service marks, trade names, design rights, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world.
- 1.13. **"LN Social Analytic Services"** means the social-media and online-media-monitoring tool provided by a third party supplier that analyzes, summarizes, visualizes and provides links to search results. Specific menus of content for the LN Social Analytic Services are set out on the Order Form.
- 1.14. **"LN Supplied Content"** means content from the online services available from LN which is selected by LN in its sole discretion and made available by LN under this Agreement for use by the Customer solely as specified in this Agreement; LN Supplied Content, as of the Effective Date, is identified in the Order Form.
- 1.15. **"Marks"** means trademarks, service marks, trade dress, logos, trade names internet domain names, designs and slogans pertaining to LN and Newsdesk Services.
- 1.16. **"Newsdesk Services"** means a news portal interface that combines news search tools and e-mail alerts and other services selected by the Customer on the Order Form, together with the Newsdesk Supplied Content and access to Web Content and Customer Provided

Content, if any, and the related Access Links made available to the Customer by LN under this Agreement.

- 1.17. **"Newsdesk Supplied Content"** means the: (i) LN Supplied Content; (ii) other content licensed by third party content providers; and (iii) content developed by or for LN. Newsdesk Supplied Content may be deleted, modified, added to, replaced or otherwise changed by LN as it may determine.
- 1.18. **"Order Form"** means the order form contained herein which forms part of this Agreement.
- 1.19. **"Renewal Term"** means a period commencing after the Initial Term as defined in clause 5.1.
- 1.20. **"Services"** means the Newsdesk Services or the LN Social Analytics Service.
- 1.21. **"Source Addition"** means a specific source of content that Customer requests that LN establish as a Source Site and which LN agrees in writing to provide.
- 1.22. **"Source Article"** means any content (including without limitation text and graphics) that is accessible via an Access Link.
- 1.23. **"Source URL"** means the URL for a single page on a web site where a Source Article is published.
- 1.24. **"Term"** means the Initial Term and any subsequent Renewal Term(s).
- 1.25. **"Web Content"** means any content, including online news articles and press releases, web posting by third parties relating to a Source Article and/or Source URL which are accessible through the Newsdesk Services for display generally via an Access Link.

**2. USE OF SERVICES**

- 2.1. For the purposes of this Agreement LN shall provide access to the Customer to the Services and hereby grants the Customer a non-exclusive, non-transferable, limited right to access and use the Services for research purposes.
- 2.2. Except as described above, the Customer will have no right to access, reproduce, modify, distribute or otherwise use the Access Links, the Services or the LN Supplied Content.
- 2.3. The rights set out herein are limited to the use of the Services for the Customer's internal operations. Any additional services must be requested by the Customer from LN. LN shall be entitled to withhold its consent to any such request in its sole discretion. Any further services LN agrees to provide shall be on LN's standard terms and conditions, as amended from time to time.
- 2.4. LN shall provide the Services to the Customer via a URL provided by LN or such other web site as may be specified by LN from time-to-time.
- 2.5. Only the Customer's employees, temporary employees, partners/members, and contractors performing work exclusively for the Customer (to the extent those categories of persons are appropriate to the Customer's situation) are eligible to access and use the Newsdesk Services ("**Eligible Persons**"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers, and public relations firms are specifically excluded from being Eligible Persons. The term "**Authorised Users**" means an Eligible Person whom the Customer has identified to LN for purposes of issuing an LN ID. The Customer agrees that each ID issued by LN for use of Newsdesk Services ("**LN ID**") may only be used by the Authorised User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including other Authorised Users. The Customer will manage its roster of Authorised Users and will promptly notify LN to deactivate an Authorised User's LN ID if the Authorised User is no longer an Eligible Person or the Customer otherwise wishes to terminate the Authorised User's access to the Newsdesk Services. The Customer is responsible for all use of the Newsdesk Services accessed with LN IDs issued to the Customer's Authorised Users, including

associated charges, whether by Authorised Users or others. The Customer will use reasonable commercial efforts to prevent unauthorised use of LN IDs assigned to its Authorised Users and will promptly notify LN, in writing, if the Customer suspects that an LN ID has been lost, stolen, compromised, or misused.

2.6. The Customer's use of the Services is subject to the following restrictions:

- (a) The Customer may use the Services and the Newsdesk Supplied Content as permitted by applicable copyright law; provided that downloading and storing any Newsdesk Supplied Content accessed through the Newsdesk Services in an archived database is prohibited.
- (b) The Content accessed through the Services, including the LN Supplied Content may be retrieved by means of a periodic search (e.g., daily weekly, hourly depending upon how it is set up). The language of the periodic search(s) will be selected by the Customer but the language of all searches must be topical in nature and must be designed to return a limited number of select articles from various sources available through the Newsdesk Services. The periodic searches may not be designed to retrieve the entire issues or substantially the entire issue of any publication.
- (c) The Customer warrants that it shall only process LN Supplied Content where it has a lawful ground to do so under applicable Data Protection Laws.
- (d) The Customer shall only use LN Supplied Content in accordance with the license granted in this Agreement and in any event for no purposes other than media monitoring, due diligence, governance, risk management, reputation management, information gathering or compliance with its 'Know Your Client', anti-bribery and corruption, financial crime, anti-money laundering, counter terrorist financing, modern slavery or other legal obligations.
- (e) The Customer shall not make any decisions about individuals which have a legal or similarly significant effect on them and which are based solely on automated processing of their LN Supplied Content and/or information derived from LN Supplied Content.
- (f) The Customer shall not make decisions about individuals based solely on LN Supplied Content derived from any third-party social-media websites (such as Twitter, Facebook, etc.) and/or information derived from such LN Supplied Content.
- (g) Where the Customer is licensed to use LN Supplied Content for media monitoring or reputation management purposes, the Customer shall not use the LN Supplied Content and/or information derived from such LN Supplied Content for such media monitoring or reputation management purposes in a manner which involves targeting or making decisions about individuals on the basis of their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric characteristics, health, sex life, sexual orientation or criminal convictions and offences or related security measures.
- (h) All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Services and Newsdesk Supplied Content in any medium belongs to LN or its third party suppliers. Neither the Customer nor its Authorised Users acquire any proprietary interest in the Newsdesk Services other than the limited rights expressly granted in this Agreement.
- (i) Neither the Customer nor its Authorised Users may use the Services in any fashion that infringes the Intellectual Property Rights or proprietary interests of LN or any third party. The Customer's use of the Newsdesk Services and Newsdesk Supplied Content must comply with all applicable laws, rules or regulations.

- (j) Neither the Customer nor its Authorised Users may remove or obscure the copyright notice or other notices contained in Newsdesk Supplied Content.

(k) Use of the Services via mechanical, programmatic, robotic, scripted or any other automated means strictly prohibited. Unless otherwise agreed to by LN in writing, use of the Newsdesk Services is permitted only via manually conducted, discrete, individual search and retrieval activities. For further clarity, the Online Services and/or the Materials shall NOT be used for training large language or other artificial intelligence/machine learning models.

- (l) The Customer shall not remove or alter any element of any Access Link, including without limitation any text and shall display each Access Link unmodified and as a hyperlink to the relevant Source URL.

2.7. Where the Customer subscribes for any LN risk and diligence products and services (the "R&D Services"), it undertakes that it will use the content on the R&D Services only for internal legitimate business purposes, which shall be limited to the following:

- (a) in the prevention of financial crime, including anti-money laundering ("AML"), anti-bribery and corruption ("ABC") and counter terrorism financing;
- (b) in assessing general business risks, including but not limited to AML, ABC, fraud and commercial financial risks relevant to its business or its controlling persons;
- (c) in the process of reconnecting assets with a person;
- (d) in locating an individual not for asset reunification or debtor tracing purposes;
- (e) data cleaning or appending against the Customer's own database for general communication;
- (f) in assessing the risk of default and provision of a risk based score and/or credit risk attributes of an individual;
- (g) in the investigation into a known or suspected fraud case to gain further information about an individual;
- (h) in fraud prevention or to aid with the discovery of fraud;
- (i) in the identity assurance process for any of the Customer's new or existing clients;
- (j) for internal production of analytical models, evaluation of a service or research; or
- (k) for development and testing purposes.

2.8. Where the Customer subscribes for the R&D Services, it represents and warrants that it has the appropriate grounds to collect, process and use the information that it obtains from the R&D Services.

### 3. INTELLECTUAL PROPERTY RIGHTS

3.1. Subject to the limited right to use the services provided to the Customer pursuant to this Agreement, as between the parties, LN will retain all ownership and Intellectual Property Rights in and to the Access Links (exclusive of copyrighted content), the Newsdesk Platform Service and all technologies and methodologies developed by or licensed to LN and provided by LN under this Agreement (together "LN Intellectual Property").

3.2. Without limiting the generality of anything set forth in this Agreement, the Customer acknowledges and agrees that it shall use the LN Intellectual Property solely as permitted by this Agreement. The Customer agrees that it shall not itself, and shall not permit any subsidiary, affiliate, employee or other third party, before, during or after the Term to:

- (a) sell, resell, rent, license, sublicense, transfer, assign or redistribute in any way the LN Intellectual Property except as may be expressly permitted by LN herein;
- (b) attempt to reverse engineer, decompile, disassemble or otherwise attempt to derive any of LN's computer programs, source code, patents, copyrights, trade secrets or other proprietary rights or LN's methodology related to the creation and compilation of the Access Links or any other information furnished to the Customer by LN;
- (c) compile or create any derivative works based upon the LN Intellectual Property, any Confidential Information or any methodology of LN;

- (d) provide, disclose, divulge or make available to, or permit use of the LN Intellectual Property by any third party without LN's prior written consent in each instance, which consent LN may withhold for any or no reason; or
  - (e) take any action in derogation of the rights of LN or its information providers, including, without limitation, rights related to the LN Intellectual Property, or which would impede enforcement of the rights of LN or any of its information providers.
- 3.3. The Customer may use the Newsdesk Supplied Content available to it through the Newsdesk Services, including Source Articles, from Newsdesk Supplied Content solely to: (i) store and index the text for searching purposes with such search index text to be destroyed no later than ninety (90) days following initial inclusion in such index for Newsdesk Supplied Content other than LN Supplied Content. LN Supplied Content may be stored for up to ninety (90) days; (ii) display a headline and/or URL; and (iii) access and display full text of a Source Article via the Access Link. The Customer may not use any Newsdesk Supplied Content for any non-monitoring and/or evaluation purposes. If the Customer desires to use Newsdesk Supplied Content beyond the scope of fair use or for purposes other than those described herein, e.g., corporate advertising, permanent archiving of digital copies, inclusion in press releases and annual reports, or distributions beyond those outlined in this clause 3, the Customer will be solely responsible for securing consent from the appropriate third party publisher prior to any such out-of-scope use.
- 3.4. The Customer's use of LN Supplied Content is, in addition to the terms set forth in other sections of this Agreement, governed by the General Terms and Conditions set forth at <http://www.lexisnexis.co.uk/en-uk/terms.page> and the Supplemental Terms for Specific Materials referred therein (collectively "**General Terms**"). The LN Supplied Content is considered and referred to as 'Materials' under such General Terms. In the event of any conflict between the General Terms and the terms of this Agreement, the General Terms shall govern with respect to access to and use of the LN Supplied Content.
- 3.5. In the event of any claim, suit, or proceeding alleging that any LN Intellectual Property or its use hereunder infringes the rights of any party, LN shall have the right, at its sole option, to obtain the right for the Customer to continue use of the affected Services and/or LN Intellectual Property or to replace or modify any such affected Services and/or LN Intellectual Property so that they may be provided by LN and used by the Customer without the infringement of a third party Intellectual Property Right. If none of the foregoing options are available to LN on a commercially reasonable basis, either party may terminate this Agreement on notice to the other party and within thirty (30) days after such termination, LN shall pay the Customer any fees paid in advance by the Customer commensurate with the remaining portion of the Term for which such fees were paid. LN shall have no other or further obligation to the Customer.
- 4. FEES**
- 4.1. Fees for the Services are as set forth in the Order Form. All consideration due under this Agreement is exclusive of sales, use, value added and all other taxes and duties (collectively "**Taxes**") payable in respect of such consideration, which shall be paid by the Customer at the rate and in the manner prescribed by law. LN shall collect and remit appropriate taxes at the time of payment by the Customer, unless the Customer provides evidence satisfactory to LN that the transaction is exempt from taxation.
- 4.2. The Customer shall pay each of LN's invoices for Fees and Taxes within thirty (30) days after the invoice date. All amounts due shall be paid in full without any

deduction or withholding other than as required by law and the Customer shall not be entitled to assert any credit, set-off, deduction, counterclaim or abatement of any nature whatsoever against LN in order to justify withholding payment of any such amount in whole or in part.

- 4.3. In the event that any payment due to LN is not paid in full within sixty (60) days after the invoice date, then, without prejudice to any other remedies available pursuant to this Agreement, LN may immediately and without notice to the Customer suspend the Customer's access to and use of the Services until such time as payment in full has been made and if required in LN's sole and absolute discretion, an advance payment deposit for future services has been made. Such suspension shall have no effect on the Customer's liability for amounts due under this Agreement.

- 4.4. The Customer shall be responsible for any bank fees charged for cross border funds transfer and domestic wire transfers of funds.

**5. TERM AND TERMINATION**

- 5.1. The Agreement has an initial Term as specified on the Order Form ("**Initial Term**"). Unless either party provides the other party written notice of its intent to terminate at least ninety (90) days before the expiration of the Initial Term, the Agreement will automatically renew for additional, successive 12 month ("**Renewal Term**"). The Fee for each Renewal Term will be increased by fifteen percent (15%) over the fee of the prior Term.

- 5.2. LN shall have the right to terminate this Agreement immediately and without notice in the event that the Customer fails to pay any invoice in full within sixty (60) days after the invoice date. Such termination shall have no effect the Customer's liability for amounts due under this Agreement and shall be without prejudice to any rights and remedies of LN pursuant to this Agreement.

- 5.3. This Agreement may be terminated by either party, on written notice as follows:

- (a) in the event that the other party commits a material breach of this Agreement, and having received from the party not in breach written notice of such breach stating its intent to terminate the Agreement if not remedied, fails to remedy such breach within thirty (30) days; or
- (b) (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts; (ii) upon the institution of such proceedings against the other party, which are not dismissed or otherwise resolved in its favor within sixty (60) days thereafter; (iii) upon the other party's making a general assignment for the benefit of creditors; or (iv) upon the other party's dissolution or ceasing to conduct business in the normal course.

- 5.4. LN shall be entitled to terminate this Agreement without liability to the Customer in the event that any part of the Services is deemed illegal.

**6. SURVIVAL**

- 6.1. Except as otherwise set forth herein, clauses 1, 3.1, 4, 5.2, 5.3, 6 to 9 and 11 (and any other provisions of this Agreement which in order to give effect to their meaning need to survive its termination) shall survive any termination or expiration of this Agreement.

**7. EFFECT OF TERMINATION**

- 7.1. All of the Customer's rights with respect to the Access Links (including without limitation the provision of services pursuant to clause 2) and the Services shall automatically terminate on termination of this Agreement. The Customer shall remove the Access Links and all content from the Services and any depictions from the Customer's internal sites and all systems of the Customer on the date of expiration or termination and all related documentation (if any) in the Customer's possession shall be, at LN's option,



promptly returned to LN or destroyed and, in the event of destruction, the Customer shall promptly confirm such destruction in writing.

- 7.2. The Customer shall, within seven (7) days after the date of expiration or termination of this Agreement, account to LN for all monies (if any) due under this Agreement for the period up to the date of termination or expiration.
- 7.3. On termination or expiration of this Agreement, the parties shall cease all business or other commercial references to each other under this Agreement and not represent or otherwise hold out that there is any commercial, business or other form of association or relationship between them under this Agreement;
- 7.4. Any termination of this Agreement (however occasioned) shall not affect any accrued rights or liabilities of either party.
- 7.5. After the expiration of this Agreement, if the Customer continues to use any Services provided by LN under this Agreement, all such use will be governed by the terms and conditions of this Agreement, except for pricing. The Customer will be invoiced and will pay for continued use based on LN's then current, undiscounted rates.

#### **8. INDEMNIFICATION**

- 8.1. The Customer shall indemnify and hold LN, its directors, officers, agents, employees, successors, and assigns harmless from and against any and all liability, damage, loss, expense, demand, claim, suit and judgment, including reasonable attorney's fees, arising out of or in connection with any third party claim ("**Claims**") based on or related to: (i) any Claims that the Customer has infringed any third party Intellectual Property Rights; (ii) Customer's alteration of the Access Links, or any aspect of the Services or content accessed through the Service, including Customer Provided Content, or any misuse thereof; (iii) the Customer Provided Content or technology; or (iv) gross negligence or willful misconduct by the Customer, or its employees, subcontractors or agents.
- 8.2. In the event that LN becomes aware of any event or circumstances that it believes may give rise to a Claim which it believes is covered under clause 8.1 it shall promptly notify the Customer thereof in writing; provided, however, that the failure to give prompt notice of a claim will not relieve the Customer of any liability hereunder (except to the extent that the Customer has suffered actual and material prejudice from such failure). LN shall, at the Customer's expense give the Customer such reasonable assistance regarding the Claim, as the Customer may reasonably request. If a claim for indemnification arises from any action, suit or proceeding, the Customer shall, at its expense assume the defense of such action, suit or proceeding, with counsel of its choice, reasonably satisfactory to LN and the Customer shall conduct the defense actively and diligently. LN shall have the right, but not the duty, to participate in its own defense and to employ at its own expense counsel separate from counsel employed by the Customer. The Customer shall be liable for the fees and expenses of counsel employed by LN if the Customer has not assumed the defense thereof. Whether or not the Customer chooses to defend or prosecute any Claim, all the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences as are reasonably required. The Customer will not consent to the entry of any judgment on or enter into any settlement with respect to a Claim without the prior written consent of LN, which shall not be unreasonably delayed, conditioned or withheld, unless the judgment or proposed settlement involves only the payment of money damages by the Customer and does not impose an injunction or other equitable relief upon LN. LN shall not consent to the entry of any judgment on

or enter into any settlement with respect to any Claim without the prior written consent of the Customer, which shall not be unreasonably delayed, conditioned or withheld.

#### **9. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY**

- 9.1. LN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THIS AGREEMENT, THE SERVICES, THE NEWSDESK SUPPLIED CONTENT, THE ACCESS LINKS, THE LN SUPPLIED CONTENT OR ANY OTHER SERVICES PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS". LN DOES NOT WARRANT, REPRESENT OR GUARANTEE THAT THE USE OF THE SERVICES, THE NEWSDESK SUPPLIED CONTENT, THE ACCESS LINKS, THE LN SUPPLIED CONTENT OR ANY OTHER SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, UNDISRUPTED OR ERROR FREE.
- 9.2. LN expressly disclaims any and all liability with regard to the Customer's access to and use of any: (i) Web Content; and (ii) Customer Provided Content. LN has not entered into a licensing agreement or linking agreement with the owners of the websites that provide the Web Content and makes no representation that it has the right to sublicense access to the Web Content to the Customer or any Authorised User. The Customer's use of the Web Content and Customer Provided Content, including any distribution or redistribution thereof, is solely at its own risk. The Customer will indemnify and hold LN harmless from any loss or damage suffered by LN as a result of a third party claim brought against LN as a result of use of Web Content or Customer Provided Content by the Customer or any Authorised User.
- 9.3. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF LN OR ITS AFFILIATES AND THEIR EMPLOYEES AND DIRECTORS (THE "**COVERED PARTIES**") IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICES, THE NEWSDESK SUPPLIED CONTENT, WEB CONTENT, CUSTOMER PROVIDED CONTENT OR THE ACCESS LINKS, EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT CUSTOMER PAID TO LN UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. THE CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH IT MAY HAVE AGAINST ANY COVERED PARTY.
- 9.4. IN NO EVENT SHALL LN BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSS OF OR DAMAGE TO SYSTEMS, PROGRAMS, OR DATA; COST OF PROCUREMENT OF SUBSTITUTE GOODS, ARISING FROM OR IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUES OR LOSS OF PROFITS, EVEN IF IT HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.5. Each provision of this clause 9 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these

provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiration or termination of this Agreement.

#### 10. CONFIDENTIALITY

10.1. As used in this Agreement, the term "**Confidential Information**" shall mean any information disclosed by one party to the other pursuant to this Agreement which is in written, graphic, machine readable or other tangible form and is marked either "Confidential" or "Proprietary." Confidential Information may also include oral information disclosed by one party to the other pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and is reduced to writing by the disclosing party within a reasonable time (not to exceed thirty (30) days) after its oral disclosure, and such writing is marked in a manner to indicate its confidential nature and delivered to the receiving party. Without limiting the foregoing, the terms and conditions of this Agreement, and any information which concerns technical details of operation of any of LN's services or the Services, LN Intellectual Property, whether or not designated or marked as confidential, shall be deemed Confidential Information of LN.

10.2. Each party shall, during the Term and for one year thereafter, treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same degree of care which it uses to prevent the disclosure of its own Confidential Information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement.

10.3. Notwithstanding the above, neither party shall have liability to the other with regard to any information of the other which the receiving party can prove:

- (a) was public at the time it was disclosed or has become public through no fault of the receiving party;
- (b) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
- (c) is disclosed with the prior written approval of the disclosing party;
- (d) was independently developed by the receiving party without any use of the Confidential Information;
- (e) becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; or
- (f) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement.

In addition, the receiving party shall be entitled to disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, provided, however, that the receiving party shall, as long as permitted by applicable law and regulations, provide prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

#### 11. PERSONAL DATA PROTECTION

You are responsible for the legality of the personal data that you or Authorised Users provide to LN. To the extent that you or Authorised Users provide personal data to LN for account registration or otherwise, the parties acknowledge and agree that such information will be processed by LN in accordance with the data protection laws, the LexisNexis Privacy Policy at <https://www.lexisnexis.com/global/privacy/privacy-policy.page> and the LexisNexis Data Processing Addendum at

<https://www.lexisnexis.com/global/privacy/processing-terms.page> ("DPA"). Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

#### 12. MISCELLANEOUS

12.1. Except as otherwise provided herein, all notices and other communications to the Customer hereunder shall be in writing or displayed electronically in the Services. Notices to the Customer shall be deemed to have been properly given on the date posted, if posted; on the date first made available, if displayed in the Services; or on the date received, if delivered in any other manner. Notices to LN should be sent to the Customer's account representative with a copy sent to the Head of UK Legal at LN's main London office address set out on the LN company website.

12.2. Each third party supplier of the Services has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

12.3. The failure of LN or any third party supplier of Content to enforce any provisions hereof of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

12.4. The Customer may not assign, or sub-licence, this Agreement or any rights or obligations hereunder, directly or indirectly, without LN's prior written consent. LN may assign this Agreement to any successor to all or substantially all of LN's business or assets that relate to the subject matter of this Agreement whether by asset or stock acquisition, merger, consolidation or otherwise.

12.5. Subject to clause 12.4, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

12.6. If any provision, or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent under applicable law by a court or other government entity of competent jurisdiction, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to effect the intent of the parties, and the remaining provisions of this Agreement shall remain in full force and effect.

12.7. Non-performance of either party shall be excused to the extent that performance is rendered impossible where failure to perform is a result of actions omissions or circumstances beyond the reasonable control of the non-performing party.

12.8. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that the Customer may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure by LN to object to such terms, provisions or conditions.

12.9. Other than as detailed in clause 12.2 this Agreement does not confer any rights on any person or party (other than the parties to this Agreement) under the Contracts (Rights of Third Parties) Act 1999.

12.10. This Agreement, including terms on an LN website that are incorporated by reference (as may be updated from time to time) contains the entire agreement between the parties relating to the provision and use of the Services and it supersedes any prior agreements, representations or understandings between the parties (whether oral or in writing) unless expressly incorporated by reference in this Agreement. Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made

but not expressly embodied in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

- 12.11. Nothing contained herein or done in pursuance of this Agreement shall constitute either party as the agent of the other party for any purpose or in any sense whatsoever, or constitute the parties as partners or joint venturers.
- 12.12. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to in writing by both parties.
- 12.13. The Customer shall comply and shall ensure that its Users comply with all applicable laws and regulations applicable to its or their activities under this Agreement.
- 12.14. The Customer will not modify, export, or re-export, either directly or indirectly, any of the Services or technical data, or portions thereof, without first obtaining any and all necessary licenses from the applicable government entity thereof or any other country that requires an export license or other governmental approval at the time of modification, export, or re-export. LN shall have the right to suspend performance of any of its obligations under this Agreement, without any prior notice being required and without any liability to Customer if Customer fails to comply with this provision.
- 12.15. The Customer represents and warrants on an ongoing basis that it and the Authorised Users: (a) are not Sanctioned Parties; (b) will not provide access to the Product to any Sanctioned Party; (c) will not access the Product from a country subject to Sanctions List and/or applicable embargoes; and (d) will not use any Sanctioned Party in any manner in connection with this Agreement. Breach of this clause shall entitle LexisNexis to terminate immediately on written notice, without prejudice to any other rights available by law or contract. "Sanctions List" means each of: (a) OFAC's list of Specially Designated Nationals ('SDN List'); (b) the UK's HM Treasury's Consolidated List of Sanctions Targets; (c) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions; (d) BIS's Entity List; or (e) any other applicable sanctions lists. "Sanctioned Party" means any person (entity or individual) who is subject to sanctions or export controls imposed by the United States, United Kingdom, European Union or other applicable authority, including, but not limited to any person: (a) identified on any Sanctions List; or (b) (who is 50 percent or more owned, directly or indirectly, individually or in the aggregate, or otherwise controlled, by any person identified in (a)).
- 12.16. This Agreement (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claims or disputes which may arise under or in connection with this Agreement (including any non-contractual claims or disputes).

<b>AUTHORISED CUSTOMER SIGNATURE</b>	
<b>PRINT NAME</b>	<input type="text"/>
<b>TITLE</b>	<input type="text"/>
<b>DATE OF SIGNATURE</b>	<input type="text"/>



**Exhibit B  
MIRA Analysis Report Service Descriptions**

SUMMARY OF DELIVERABLES			
(Please specify: e.g., Delivery of xx monthly reports measuring key media metrics yy, zz)			
<b>SERVICE DESCRIPTIONS</b>		<b>SELECT OPTIONS (X)</b>	<b>DETAILS / COMMENTS /NOTES</b>
<b>Article language(s) to be processed by analysts</b>	English	<input type="checkbox"/>	
	French	<input type="checkbox"/>	
	Italian	<input type="checkbox"/>	
	Spanish	<input type="checkbox"/>	
	German	<input type="checkbox"/>	
	Dutch	<input type="checkbox"/>	
	Portuguese	<input type="checkbox"/>	
	Chinese	<input type="checkbox"/>	
	Japanese	<input type="checkbox"/>	
	Russian	<input type="checkbox"/>	
	Arabic	<input type="checkbox"/>	
	Others (Please specify)	<input type="checkbox"/>	
	<b>Output language(s) (The language(s) in which reports are to be written)</b>	English	<input type="checkbox"/>
French		<input type="checkbox"/>	
Dutch		<input type="checkbox"/>	
Arabic		<input type="checkbox"/>	
Others (Please specify)		<input type="checkbox"/>	
<b>Maximum volume of articles to be processed per report</b>			Please specify (e.g. PowerPoint; Word; Excel)
<b>Volume of articles to be coded/analysed manually per report</b>	Please specify (e.g. up to 100 per report)		
<b>Maximum number of pages per report</b>	Please specify		
<b>Coding parameters</b>	Manual sentiment	<input type="checkbox"/>	
	Custom media type	<input type="checkbox"/>	
	Spokespeople mentions	<input type="checkbox"/>	(Please specify the number of spokespeople tracked)
	Key message tracking	<input type="checkbox"/>	(Please specify the number of key messages)
	Topics tracking	<input type="checkbox"/>	(Please specify the number of topics)

	Competitor mentions	<input type="checkbox"/>	(Please specify the number of competitors/parameters)
	Others	<input type="checkbox"/>	(Please specify)
<b>Analysis parameters</b>	Volume	<input type="checkbox"/>	
	Reach	<input type="checkbox"/>	
	Timeline	<input type="checkbox"/>	
	Sentiment	<input type="checkbox"/>	
	SOV (client vs competitors)	<input type="checkbox"/>	
	Media types (e.g. Online, Print, Broadcast, Social)	<input type="checkbox"/>	
	Markets/Countries	<input type="checkbox"/>	
	Top Media Outlets	<input type="checkbox"/>	
	Key messages	<input type="checkbox"/>	
	Topics	<input type="checkbox"/>	
	Spokespeople	<input type="checkbox"/>	
	Others	<input type="checkbox"/>	(Please specify)
<b>Deliverable Format(s)</b>	Please specify	(e.g. PowerPoint; Word; Excel)	
<b>Setup time/first report delivery</b> (Indicative/provisional schedule)	(As a standard, within 20-30 working days of the contract signing/once LN has received all necessary customer input)		
<b>Regular/ongoing report delivery</b> (Indicative/provisional schedule)	(As a standard, within 15 working days of the start of the month)		
<b>Notes:</b>			
(This document is intended to provide clarity and alignment between all stakeholders. Please give any extra information that may help prevent confusion about requirements/expectations)			

**MIRA Curated Newsletter Service Description**

SUMMARY OF DELIVERABLES			
<i>(Please specify: e.g., Delivery of xx daily newsletters before yy am from Mon-Fri (market; source; content etc.)</i>			
SERVICE DESCRIPTIONS		SELECT OPTIONS (X)	DETAILS / COMMENTS /NOTES
<b>Article language(s) to be processed by analysts</b>	English	<input type="checkbox"/>	
	French	<input type="checkbox"/>	
	Italian	<input type="checkbox"/>	
	Spanish	<input type="checkbox"/>	
	German	<input type="checkbox"/>	
	Dutch	<input type="checkbox"/>	
	Portuguese	<input type="checkbox"/>	
	Chinese	<input type="checkbox"/>	
	Japanese	<input type="checkbox"/>	
	Russian	<input type="checkbox"/>	
	Arabic	<input type="checkbox"/>	
	Others <i>(Please specify)</i>	<input type="checkbox"/>	
<b>Output language(s) <i>(The language(s) in which summaries/reports are to be written)</i></b>	English	<input type="checkbox"/>	
	French	<input type="checkbox"/>	
	Dutch	<input type="checkbox"/>	
	Arabic	<input type="checkbox"/>	
	Others <i>(Please specify)</i>	<input type="checkbox"/>	
<b>Platform</b>	Please specify	<i>(which LN tools or other tools will be used to power the newsletter?)</i>	
<b>Individual article summaries</b>	Automated Extracts	<input type="checkbox"/>	
	Custom Summaries	<input type="checkbox"/>	<i>(Please specify the summary language(s). e.g., in English or any other languages LN will provide)</i>
<b>Executive summary</b>	Executive brief summarising key themes/developments of the newsletter	<input type="checkbox"/>	
<b>Advanced news reporting/synthesis</b>	Advanced news editing/curation/ reporting/synthesis by analysts <i>(Please specify reporting criteria e.g. regulatory monitoring/pharmacovigilance reporting etc)</i>	<input type="checkbox"/>	<i>(Please specify reporting criteria e.g. regulatory monitoring/pharmacovigilance reporting etc)</i>

<b>Deliverable Format(s)</b>	Please specify (e.g. via email; for the advanced news reporting/synthesis, Word; Excel etc)	(e.g. via email; for the advanced news reporting/synthesis, Word; Excel etc)	
<b>Volume of articles/day to be processed</b>	Please specify volume and tolerance (%)		
<b>Volume of articles/day to be selected/summaries</b>	Please specify volume and tolerance (%)		
<b>Newsletter frequency</b>	Please specify	daily	<input type="checkbox"/>
		weekly	<input type="checkbox"/>
		monthly	<input type="checkbox"/>
		other	<input type="checkbox"/> Please specify
<b>Days of delivery</b> (weekly or more frequent)	Local working days (please specify e.g., Mon-Fri)	Monday	<input type="checkbox"/>
		Tuesday	<input type="checkbox"/>
		Wednesday	<input type="checkbox"/>
		Thursday	<input type="checkbox"/>
		Friday	<input type="checkbox"/>
		Saturday	<input type="checkbox"/>
		Sunday	<input type="checkbox"/>
<b>Time(s) of delivery/day</b>	Please specify (e.g. 10:00 am CET)	(e.g. 10:00 am CET)	
<b>Delivery schedule</b> (if longer than weekly)	Please specify	(for a monthly deliverable, e.g. xxth day of each month)	
<b>Number of draft newsletters to be supplied</b>	Please specify (Note: usually 0, up to 1)		
<b>Setup time/First newsletter delivery</b> (Indicative/provisional schedule)	Please specify	(as a standard, within 10-20 working days of the contract signing / once LN has received all necessary customer input)	
<b>Notes:</b>			
(This document is intended to provide clarity and alignment between all stakeholders. Please give any extra information that may help prevent confusion about requirements/expectations)			