

LEXISNEXIS RISK SOLUTIONS UK LIMITED MASTER AGREEMENT (“MA”)

1. Definitions and Interpretation

a. In this MA, these words and expressions will mean the following:

“Addendum”	means an attachment to this Master Agreement setting out any amended or supplemental terms.
“Affiliate”	means, in relation to a company, all subsidiaries, holding companies and any subsidiary of that holding company where "subsidiary" and "holding company" will have the meanings given to them in Section 1159 of the Companies Act 2006.
“Anti-Bribery Laws”	means any law relating to the offence of bribery or corruption as applicable to either Party, and in particular, the Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq.
“Applicable Laws”	means laws, regulations and rules, treaties, legal and regulatory requirements and codes of conduct that govern the provision, receipt and use of the Services and Data, including Anti-Bribery Laws, Data Protection Laws and Sanctions Laws.
“Application Form”	means the LexisNexis Risk Solutions UK Limited International Application that forms part of the MA.
“Authorised Users”	means Users and Customer Third Parties authorized by LNRSUK and Customer to access and use the Services.
“Business Day”	means any day other than a Saturday, Sunday or bank or other public holiday in England and Wales.
“Business Hours”	means 9:00 am to 5:30 pm on any Business Day.
“Claim”	means any demand, claim or action, whether actual or threatened, raised against a Party regardless of the form of action and irrespective of its legal basis.
“Confidential Information”	means all oral or written information of a confidential nature (however recorded or preserved) related to a Party’s or Party’s Affiliate’s (or employees, customers, and third-party contractors of that Party or Party Affiliate), operational and business proposals, plans, pricing, financial information, proprietary technical methods, techniques, ideas, processes, trade secrets (as defined by Applicable Law), code, lists

(including customer lists), problem and performance reports, inventions, apparatus, statistics, programs, research, development, algorithms, formulas, schematics, testing procedures, software design, and architecture, software, computer code, systems, supporting documentation internal or otherwise, design, and functional specifications, product requirements, performance information, and other technical, business, product, marketing, and third-party information, information technology, network designs, passwords, and sign-on codes, the terms of this MA, or any other information that is designated as confidential, developed or acquired exclusively by a Party or a Party's Affiliate, is unique to the business of a Party or its Affiliate, not generally known to the competitors of a Party or its Affiliate or utilised in the industry in which the Party or its Affiliate operates.

"Customer"

means the entity set out on the Application Form that is responsible for the receipt and use of the Services and Data.

"Information Security Programme"

means appropriate policies and procedures covering the administrative, physical and technical safeguards in place with respect to the access, use, alteration, disclosure, storage, destruction and control of information that are measured against objective standards and controls and that account for known and reasonably anticipated threats, monitors for new threats on an ongoing basis, and meets or exceeds Good Industry Practice.

"Customer Third Party"

means any Affiliate, subcontractor, agent or other third-party of Customer who has been set out in Appendix 1 to access the Services in accordance with Clause 6.

"Data"

means the information and data that is provided, stored on and/or accessed through the Services, including relating to data subjects, under this MA.

"Disclosing Party"

has the meaning set out in Clause 10.a.

"EEA"

means the European Economic Area.

"Effective Date"

means the date on which the Application Form is approved by LNRSUK.

"Exhibit"

means an attachment to a Schedule A setting out any supplemental terms to that

“FCA”	Schedule A. means the U.K.’s Financial Conduct Authority.
“Fees”	means the fees payable by the Customer for the Services and Data as set out in the relevant Schedule A(s).
“Force Majeure”	means an event outside of the reasonable control of a Party, including riot, civil unrest, military action or terrorism; damage to or destruction of premises or equipment; earthquake, storm, epidemic, pandemic, 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.
“Good Industry Practice”	means, in relation to any undertaking and any circumstances, the exercise of that degree of professionalism, skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of activity under the same or similar circumstances required to match the practices and professional standards of best practice organisations.
“Insolvency Event”	means, in respect of a Party, where: 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; 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); a petition is presented for winding up (that is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator; a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; 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; it is or becomes

	insolvent within the meaning of Section 123 Insolvency Act 1986; a moratorium comes into force in accordance with Schedule 1 of the Insolvency Act 1986; or any event similar to the above insolvency event occurs in respect of that Party in any jurisdiction in which it is incorporated or has a place of business.
“Intellectual Property Rights”	means all rights in patents, copyright, computer software, websites, databases, design, trademarks, service marks, trade names, domain names, reputation, get-up, semiconductor chip topography, mask works, utility models, undisclosed or confidential information (including know-how, trade secrets (as defined by Applicable Law) and inventions) and all other rights of an equivalent or similar nature and in all cases, whether registered or unregistered and all applications for any of these rights as may exist anywhere in the world.
“LNRSUK”	means LexisNexis Risk Solutions UK Limited with company registration number 07416642.
“Losses”	means demands, costs, expenses, loss, injury or damage (including professional and legal fees) incurred or suffered by a Party in relation to a Claim.
“Master Agreement” or “MA”	means this agreement made between the Parties.
“Notice”	has the meaning set out in Clause 17.a.
“Permitted Use”	means the usage permitted under this MA for a specific Service or Data as set out in this MA, including, in particular, the Application Form, relevant Schedule A and any corresponding Exhibits.
“Receiving Party”	has the meaning set out in Clause 10.a.
“Sanctions Laws”	means any economic sanction law applicable to either Party and, in particular any law enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.K or the EU.
“Schedule A”	means an attachment to this MA setting out the terms applicable to specific Services.
“Security Event”	means any incident where a User ID and/or password for access to the Services or Data (or any related information), is or has been lost, stolen, compromised, misused or used, disclosed, accessed or acquired in an unauthorised manner or by any

“Services”	<p>unauthorised person, or for any purpose contrary to the terms of this MA.</p> <p>means the products and/or services, including through which the Data is delivered, to be provided by LNRSUK or its Affiliate to the Customer as set out in the relevant Schedule A(s) and any corresponding Exhibits.</p>
“Subcontractor”	<p>means any subcontractor of LNRSUK that delivers the Services in accordance with Clause 4.</p>
“Term”	<p>has the meaning set out in Clause 2.a.</p>
“User”	<p>means the Customer's officers, employees and any individual whose services are contracted principally to the Customer or to whom the Customer grants access to the Services as described in this MA.</p>
“User ID”	<p>has the meaning set out in Clause 11.a.</p>
“VAT”	<p>means any value added tax, sales taxes, duties or levies imposed by any authority, government or government agency in any jurisdiction.</p>

- b. Except where expressly stated otherwise in this MA:
- i. headings are included for convenience only and will not affect the construction or interpretation of this MA;
 - ii. use of the singular includes the plural and vice versa;
 - iii. references to "including", "in particular" or any similar expression are for illustration only and the words "include", "includes" or "including" are deemed to be followed by the words "without limitation";
 - iv. any reference to "LNRSUK" in the MA will include its Affiliates to the extent relevant to the provision of the Services by an LNRSUK Affiliate(s) under the applicable Schedule A;
 - v. 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 a separate legal personality);
 - vi. any reference to a statute or statutory provision will include a reference to any modification, consolidation or re-enactment (whether before or after the Effective Date) from time to time and will include reference to any re-enactment provisions (whether with or without modification) and any subordinate legislation including any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents, permissions or conditions;
 - vii. use of the verb "may" denotes an action that a Party may take in its sole discretion; and,
 - viii. any requirement for consent includes an obligation to not unreasonably withhold or delay that consent.
- c. In the case of conflict or ambiguity, the order of precedence for this MA and the documents attached to or referred to in this MA will be:
- i. Schedule A;

- ii. Exhibit (if any);
- iii. the Application Form;
- iv. Addendum (if any); and
- v. Master Agreement.

2. Commencement and Duration

- a. This MA commences on the Effective Date and will continue unless terminated earlier as set out in Clauses 11.h, 12.c, 13 and 14.d or expires as a result of the termination or expiry of all Schedule As (the “Term”).
- b. The term of each Service will be described in the relevant Schedule A.

3. The Services

- a. In consideration of the payment of the Fees by the Customer to LNRSUK (or any Affiliate of LNRSUK), LNRSUK grants to the Customer and Authorised Users for the duration of the Term a revocable, non-exclusive, non-transferable licence to access and use the Services and the Data, via its Authorised Users, as set out in this MA, solely for the Customer's legitimate internal business purposes and the Permitted Use subject to the restrictions set out in this MA, in particular Clause 5, or any Schedule A or Addendum.
- b. This MA governs all delivery methods provided to the Customer for the Services, including online, batch, XML, assisted searching, machine-to-machine searches and any other means that may become available.
- c. LNRSUK will provide the Services as set out in this MA in accordance with Applicable Laws, and subject to the rest of this Clause 3, with reasonable skill and care, employing Good Industry Practice standards.
- d. LNRSUK will collect certain data from public records and other sources that may form part of the Data or a Service, such data may contain errors and is sometimes reported or entered inaccurately, processed poorly or incorrectly and is generally not free from defect.
- e. LNRSUK will not take any steps to externally verify the accuracy or completeness of Data so the Data is therefore provided to the Customer "as is" and with no obligation as to the completeness or accuracy of the Data.
- f. Other than as expressly set out in this MA, LNRSUK makes no representation or warranty with respect to the Services or the Data, including:
 - i. that the Services will be available for access all the time, or at any time, or on a continuous uninterrupted basis;
 - ii. that the Data is accurate, comprehensive, or up to date; or,
 - iii. any warranty of title, satisfactory quality or fitness for a particular purpose.
- g. Customer acknowledges and agrees that LNRSUK and its Affiliates may:
 - i. compile statistical and other information related to the performance, operation and use of the Services and use data in aggregated form for security and operations management and for research and development purposes or other business purposes, provided that such information and data will not identify or serve to identify any individual; and
 - ii. process all search enquiry data for any purpose consistent with applicable laws, including for its regulatory compliance purposes and to monitor and improve its products and services.

4. Provision of the Services

- a. LNRSUK may provide all or a part of the Services by any of its Affiliates or a Subcontractor so long as LNRSUK:
 - i. procures that the LNRSUK Affiliate or Subcontractor will comply with all the obligations placed upon LNRSUK in this MA to the same extent as if the LNRSUK Affiliate or Subcontractor were a party to this MA in its own right;
 - ii. assumes all responsibility for the acts and omissions of the LNRSUK Affiliate and the Subcontractor and any of its employees, agents or subcontractors in relation to its delivery of the Services; and,

- iii. remains liable to the Customer for any and all Losses and Claims arising out of or in connection with the LNRSUK Affiliate's or Subcontractor's delivery of the Services, subject to and included within LNRSUK's indemnification and limitation of liabilities set out in this MA.

5. Usage of the Services

- a. The Customer will only use the Services as set out in this MA in accordance with Applicable Laws and will not, nor attempt to:
 - i. use the Services for any private investigation services for the purpose of covert surveillance or matrimonial investigations, marketing, investigative journalism purposes, employment screening purposes, any personal (non-business) purpose nor any illegal or inappropriate purposes;
 - ii. access the Services from Internet Protocol addresses located outside of the countries set forth in the Application Form, unless otherwise authorised by LNRSUK;
 - iii. sell, resell, rent, lease or lend out the Services or Data to any third-party other than as set out at clause 6 of this MA;
 - iv. use the Services to provide data processing services to third parties or evaluate data for third parties or, without LNRSUK's written consent, compare the Services or Data against a third-party's services to create a competing product;
 - v. interfere with or disrupt the proper operation of LNRSUK's software, hardware, systems or networks, including knowingly or negligently transmitting files that might 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;
 - vi. gain or try to gain unauthorised access to LNRSUK's computer system or the computer system(s) of any other user, to which the Customer does not have access rights;
 - vii. take any action that does or might cause LNRSUK's service to users to be interrupted or degraded;
 - viii. 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;
 - ix. 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 those rights or has received all necessary consents;
 - x. transfer or otherwise disclose or share any Data received through the Services to any party except as set out in this MA;
 - xi. without prior written consent, access 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 LNRSUK;
 - xii. falsify the origin or source of any Data or other material; or,
 - xiii. use the Data supplied by LNRSUK as the sole basis for any decision affecting a data subject.
- b. The Customer will be solely responsible for any decisions made or actions taken in connection with the Services and Data with respect to a relevant data subject.
- c. Where the Customer is a claims management company regulated by the FCA, it will maintain registration with the FCA and only use the Services in relation to customers who are currently or were previously engaged by the Customer.
- d. The Customer shall at its own cost and in a timely manner:
 - i. provide to, or procure for LNRSUK:
 - 1. access to Customer software and / or Customer systems; and
 - 2. relevant information, instructions and assistance, including reasonable access to and cooperation by customer personnel: and

- ii. take such action necessary:
for LNRSUK to perform its obligations under this MA, and / or for the installation, initiation, testing, configuration or upgrading of the Services.
- e. The Customer shall adhere to and use the Services in accordance with any instructions, guidance or training provided or made available to the Customer by LN.
- f. The Customer shall be responsible for the management of any third-parties and the quality of their input and work and LN shall not be responsible for any delays to the installation, initiation, testing, configuration or upgrading of the Services caused by such third-parties.
- g. The Customer shall ensure that the computer and operating systems and any other hardware or software which LNRSUK is asked by the Customer to use, modify or access for the purposes of performing the LNRSUKs obligations is either the property of the Customer or is legally licensed to the Customer and that LNRSUK is authorised to use the same.

6. Authorised Users

- a. LNRSUK will provide the Services to Authorised Users so long as the Customer:
 - i. procures that the Authorised Users will comply with all the obligations placed upon the Customer in this MA to the same extent as if the Authorised Users were a party to this MA in their own right;
 - ii. assumes all responsibility for the acts and omissions of the Authorised Users and any of their employees, agents or subcontractors in relation to the receipt and use of the Services;
 - iii. ensures that the Authorised Users do not use the Services or obtain or use any Data for personal or other reasons other than as set out in this MA; and,
 - iv. remains liable to LNRSUK for any and all Losses and Claims arising out of or in connection with the Authorised Users' receipt and use of the Services, subject to and included within the Customer's indemnification and limitation of liabilities set out in this MA.
- b. Customer and any Authorised Users shall be entitled to enable certain key employees to access the Services working from home (the "**Home Workers**") to the extent that the Customer procures that the Home Workers maintain the same levels of security as required under the MA. Customer accepts all responsibility for the Home Workers access to the Services and Data.

7. Fees

- a. The Customer will pay LNRSUK (or an Affiliate of LNRSUK as designated on the applicable invoice) the Fees for access to and use of the Services within 30 days of the date of LNRSUK's (or its Affiliate's) invoice, without any offset, defence or counterclaim.
- b. Where Fees payable correspond to the permitted number of Users under a Schedule A, the Fees will be payable whether or not the User IDs for the Users are used.
- c. LNRSUK will invoice the Customer electronically for the Fees as set out in a Schedule A.
- d. All payments required to be made under this MA are stated exclusive of VAT and any other applicable taxes in any relevant jurisdictions that will also be paid by the Customer at the rates prevailing from time to time.
- e. Unless set out otherwise in a Schedule A, as a result of any change in law, regulation, market standard or increase in the cost of providing the Services, LNRSUK may increase the Fees by giving the Customer no less than 45 days' written notice, and continued use of the Services following expiry of that notice period will be deemed acceptance of that increase.
- f. The Customer will pay sums payable under this MA free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law and, in that case, the Customer will:
 - i. pay to LNRSUK (or the LNRSUK Affiliate, as applicable) the sum that will, after the deduction or withholding has been made, leave LNRSUK (or the LNRSUK Affiliate, as applicable) with the same amount as it would have been entitled to receive in the absence of any requirement to make a deduction or withholding; and,

- ii. within 30 days of making the deduction or withholding, provide a written statement showing the gross amount of the payment, the amount of the sum deducted and the actual amount paid.
- g. If the Customer fails to pay when due any amount payable under this MA, LNRSUK may charge the Customer interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, in accordance with Applicable Law.
- h. The Customer will not require LNRSUK to enter into a third-party relationship with a payment processor to obtain payment for the Services.
- i. Where the Customer disputes any amount invoiced in good faith, it will:
 - i. notify LNRSUK as soon as reasonably practicable, however, not later than five Business Days after receipt of the relevant invoice;
 - ii. pay the balance of the invoice that is not in dispute by the due date; and,
 - iii. pay the balance and any interest as set out in Clause 7.g on sums found or agreed to be due within five Business Days after resolution of the dispute.

8. Intellectual Property Rights

- a. The Customer acknowledges that all Intellectual Property Rights in the Services are owned by LNRSUK, LNRSUK's licensors and/or owners of rights in the Data.
- b. The Customer will not:
 - i. remove, edit or otherwise interfere with any copyright notices, names, marks, logos or branding of the Services;
 - ii. 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;
 - iii. 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 and the licences of any open source software on which the Services is based;
 - iv. in any manner damage or impair any of the LNRSUK's and its licensors' Intellectual Property Rights; or,
 - v. create a competing database from the results of the Services.

9. Data Protection

- a. To the extent that LNRSUK or the Customer receives personal data from the other, the terms of the LexisNexis Risk Solutions Data Protection Addendum at <https://risk.lexisnexis.com/group/dpa> will apply, except to the extent that LNRSUK is processing personal data on behalf of the Customer, the terms of the LexisNexis Risk Solutions Data Processing Addendum at <https://risk.lexisnexis.com/group/dpa> will apply.

10. Confidentiality

- a. During the Term and following termination or expiration of this MA, the following obligations will apply to the Party receiving Confidential Information (the "**Receiving Party**") from the other Party (the "**Disclosing Party**").
- b. The Receiving Party will:
 - i. not use any Confidential Information for any purpose other than as set out in this MA or in order to evaluate and possibly enter into a new business transaction pursuant to this MA;
 - ii. not disclose any Confidential Information to any person not authorised by this MA to receive that Confidential Information except with the prior written consent of the Disclosing Party;
 - iii. not reverse engineer any Confidential Information; and,
 - iv. unless a higher standard is required by this MA, 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.
- c. The Receiving Party may disclose any Confidential Information:

- i. to its Affiliates and their directors, other officers and employees and advisers as well as subcontractors (or the Disclosing Party may disclose any Confidential Information to the Receiving Party's Affiliates, advisors or subcontractors directly), to the extent that disclosure is reasonably necessary for the purposes of this MA or in order to evaluate and possibly enter into a new business transaction pursuant to this MA, and who are subject to obligations of confidentiality materially similar to this Clause; and,
 - ii. to the extent required by law, to 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 as described in this Clause, it takes into account the reasonable requests of the Disclosing Party in relation to the content of this disclosure.
- d. The provisions of this Clause will not apply to any Confidential Information that:
 - i. is at or after the Effective Date publicly known other than by breach of this MA;
 - ii. can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party or to have been received by the Receiving Party from a third-party in good faith;
 - iii. was independently developed by employees of the Receiving Party without any knowledge or use of the Disclosing Party's Confidential Information; or,
 - iv. the Parties agree in writing is not confidential or may be disclosed.
- e. The Disclosing Party warrants that it has the right to disclose the Confidential Information to the Receiving Party and the right to authorise the Receiving Party to use the Confidential Information as set out in this MA or in order to evaluate and possibly enter into a new business transaction pursuant to this MA.

11. Security

- a. Where applicable, LNRSUK will only provide the Services to Authorised Users with an authenticated user ID and password ("User ID").
- b. The Customer will take appropriate measures to protect against the misuse or unauthorised access of or to the User IDs and the Services or Data, including:
 - i. managing identification, use, access and control of all User IDs in an appropriately secure manner;
 - ii. deactivating, without undue delay, any User IDs when no longer needed or where access presents a security risk; and,
 - iii. using reasonable endeavours to follow the policies and procedures for account maintenance that LNRSUK may communicate to the Customer in writing from time to time.
- c. The Customer will implement, maintain and, without undue delay, remediate any deficiencies in its Customer Information Security Programme.
- d. The Customer will ensure that all use of the Services is in compliance with its Customer Information Security Programme and this MA.
- e. LNRSUK may, or may require the Customer, to change User IDs or suspend access to the Services to any Authorised Users to mitigate any security concerns.
- f. LNRSUK may monitor the use by Users of the Services and the Customer agrees to fully cooperate with any reviews, including promptly providing requested information, for the purpose of:
 - i. ensuring compliance with the terms of this MA;
 - ii. security; or,
 - iii. subject to applicable Data Protection Laws, evaluating, updating and improving the Services.
- g. If the Customer suspects, has reason to believe or confirms that a Security Event has taken place, the Customer will:

- i. notify LNRSUK within 24 hours if practicable, but in all cases, without undue delay, by email to security.investigations@lexisnexis.com;
- ii. provide to LNRSUK a reasonable summary of the circumstances surrounding the Security Event;
- iii. cooperate reasonably with LNRSUK's requests for information regarding the Security Event;
- iv. investigate the situation without undue delay;
- v. where notification of a Security Event to the data subject or to a regulatory body is required by the Data Protection Laws, not reference LNRSUK or the Service through which the Data was provided, nor otherwise identify or reference LNRSUK or the Service in connection with the Security Event, without LNRSUK's express written consent, unless required by the Data Protection Laws or the relevant regulatory authority;
- vi. provide all proposed third-party notification materials to LNRSUK for review and consent, prior to distribution; and,
- vii. remain solely liable for any and all:
 - 1. Losses and Claims that may arise from the Security Event;
 - 2. legal or regulatory obligations that may arise under Applicable Law; and,
 - 3. any other fines or costs incurred relating to a Security Event.
- h. In the event of a Security Event, LNRSUK may:
 - i. immediately suspend the Customer's access to the Services and the Parties will work together in good faith to remedy the Security Event within 30 days and LNRSUK will not be obliged to give any refund to the Customer for the period of suspension of its access to the Services nor provide to the Customer any of the Services during that suspension, unless otherwise agreed; and,
 - ii. terminate this MA without further notice if the remedy has not been agreed or applied within the 30 day period.

12. Audit

- a. LNRSUK and third parties authorised by LNRSUK may conduct periodic reviews of the Customer's use of the Services and may, upon 10 days' written notice, audit the Customer Information Security Programme to assess compliance with this MA and to ensure LNRSUK's compliance with Applicable Law, LNRSUK's obligations under its contracts with its data providers and LNRSUK's internal policies.
- b. The Customer will cooperate fully with any and all audits, including by granting access to its premises and all relevant records requested by LNRSUK and to respond to any audit enquiry within 10 days, or sooner, if an expedited response is required.
- c. LNRSUK may take immediate action, including suspension or termination of the Services, charging reactivation fees, legal action, or referral to any applicable regulators where any breach by the Customer is discovered in any review or audit by LNRSUK.
- d. The Customer may conduct an audit of certain of LNRSUK's facilities, policies and procedures, back-up, disaster recovery and business continuity plans and relevant documentation including practices and operations, so long as the Customer:
 - i. provides an advance plan for any audit;
 - ii. provides at least 30 days' written notice of the audit;
 - iii. conducts the audit at a mutually agreed time and manner; and,
 - iv. conducts an audit no more than once per year, except where the Customer has demonstrated a reasonable belief that LNRSUK is not compliant with its obligations under this MA.

13. Termination

- a. Either Party may terminate this MA or all or part of an applicable Schedule A for Services and Data:

- i. Immediately upon Notice where the other Party is in material or persistent breach of any of the terms of this MA and has failed to remedy that breach within 30 days after receiving Notice of the breach from the terminating Party;
 - ii. Immediately upon Notice where the other Party is in material breach of any of the terms of this MA and that breach is not capable of remedy;
 - iii. Immediately upon Notice in the event that:
 - 1. the other Party or any Authorised Users (in respect of Customer), becomes subject to, whether by virtue of being listed on or being owned or controlled directly or indirectly by a person listed on, any sanctions regimes of the European Union (or its Member States), United Kingdom, United Nations or United States of America's regulatory authorities; or,
 - 2. the continuation of the Services presents a reasonable risk to either Party that it would be subjected to any form of sanction, designation, divestment, or procurement prohibition,

For the avoidance of doubt, in the event of termination for any cause pursuant to this paragraph 13.a.iii., no prepaid Fees shall be refunded to the Customer;
 - iv. Immediately upon Notice in the event of an Insolvency Event; or,
 - v. as set out in Clauses 14.d.
- b. LNRSUK may terminate this MA or all or part of an applicable Schedule A for Services and Data, immediately upon Notice as set out in 11.h.ii.
- c. The Customer may terminate all or part of an applicable Schedule A for Services and Data following 30 days' Notice as set out in 17.c.ii.3.
- d. Upon expiry or termination of this MA or a Schedule A, the Customer will (and will ensure that the Customer's Authorised Users will):
 - i. immediately cease to use or have access to the relevant Services;
 - ii. immediately pay any Fees that are due and payable; and,
 - iii. within 90 days of expiry or termination, securely delete all copies of the relevant Services and Data from its systems and destroy any hard copies of the Data in its possession or control, except that the Customer will be entitled to retain records that are strictly required for its own regulatory compliance or legal purposes.
- e. Any termination or expiry of this MA or all or part of an applicable Schedule A for Services and Data, if any, will be without prejudice to the accrued rights of the Parties under this MA.

14. Excused Performance

- a. If either Party is affected by Force Majeure, it will promptly notify the other Party of the nature and extent of the Force Majeure.
- b. Neither Party will be in breach of this MA for any delay or non-performance of its obligations (other than a payment obligation) where that delay or non-performance is due to any Force Majeure of which it has notified the other Party as set out in this Clause.
- c. If a Force Majeure continues uninterrupted for 30 days or more, the Parties will discuss how to minimise its effects or agree fair and reasonable alternative arrangements.
- d. If a Force Majeure continues uninterrupted for 90 days and the Parties have been unable to minimise its effects or agree fair and reasonable alternative arrangements, then either Party may terminate this MA following 30 days' Notice.
- e. LNRSUK will not be in breach of this MA for any delay or non-performance of its obligations where that delay or non-performance is due to any:
 - i. delay or non-performance of actions or obligations by the Customer or any third-party; or,
 - ii. restriction or prevention by Applicable Law.

15. Limitation of Liability

- a. Nothing contained in this MA will restrict either Party's liability for:

- i. death or personal injury resulting from any act, omission or negligence of that Party or its officers, agents, employees or subcontractors;
 - ii. any fraudulent misrepresentation;
 - iii. any breach of the obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or,
 - iv. any other liability that cannot be excluded by Applicable Law.
- b. Neither Party will be liable to the other for any Losses, regardless of whether the other Party knew or had reason to know of the possibility of the Losses, for (or arising from):
 - i. loss of profits or anticipated savings;
 - ii. loss of goodwill or injury to reputation;
 - iii. loss of business opportunity; or,
 - iv. indirect, consequential or special loss or damage.
- c. Subject to Clauses 15.a and 15.b, LNRSUK's maximum aggregate liability to the Customer in respect of all Losses arising out of or in connection with this MA will not exceed the lesser of:
 - i. the total amount paid by the Customer for the Services during the 12 months immediately preceding the first Claim by the Customer in respect of a Loss; or
 - ii. 12 times the average monthly fee for ongoing Services paid by the Customer during the calendar year of the first Claim by the Customer in respect of a Loss.
- d. Subject to Clause c, LNRSUK will indemnify the Customer against all third-party Claims incurred by the Customer directly or indirectly arising out of or in connection with any Claim that the access or use by the Customer of the Services or any Data as described in this MA infringes the Intellectual Property Rights of any third-party.
- e. In order for any indemnification for a third-party Claim described in this MA to apply, the Party being indemnified will:
 - i. promptly notify the other Party of any third-party Claims or circumstances giving rise to a third-party Claim and provide all reasonable assistance and information related to that third-party Claim;
 - ii. not make any admission of liability or settlement without the prior written consent of the other Party;
 - iii. mitigate its losses; and,
 - iv. have the right to participate, at its own expense, in the defence of any third-party Claim through counsel of its choosing and, the Party providing the indemnity will have the right to conduct the defence of any third-party Claim and all negotiations for settlement or compromise, unless otherwise mutually agreed to in writing by the Parties.

16. Dispute Resolution

- a. If any dispute arises under this MA that the Parties are unable to resolve within 30 Business Days, then the Parties will each designate a senior representative to resolve the dispute in the manner they choose and if they are unable to do so within a further 30 Business Days then the matter will be referred to mediation as set out in this Clause.
- b. Any dispute not resolved as set out in the above provision of this Clause will be referred to non-binding mediation for resolution in accordance with the rules of the Centre for Effective Dispute Resolution prior to the commencement of any legal proceedings except where an order of a court may be necessary for the immediate preservation of any rights or assets.
- c. Notwithstanding the rest of this Clause, in the event of a breach or a threatened breach of Clauses 9 and 10, monetary damages may not be an adequate remedy, so the non-breaching Party may immediately seek to apply for an injunction or other interlocutory relief against the breaching Party.

17. Miscellaneous

- a. Notices
 - i. Certain notices given under this MA by one Party to the other must be in writing and may be delivered personally, by registered post, by pre-paid registered courier or by

email (in respect of notices served on the Customer by LNRSUK) and will be deemed given:

1. at the time of delivery, if delivered personally; or,
 2. on the date and at the time a delivery receipt is signed, if delivered by registered post or by pre-paid registered courier, or
 3. in the case of email, upon receipt by the Customer during their Business Hours, being Monday–Friday 9.00am-5.30pm Greenwich Mean Time (GMT) and excluding any official public holidays where the Party is located. Emails received after 5.30pm shall be deemed received the following Business Day, (a “Notice”).
- ii. Notices should:
 1. by post or courier, be sent to the company secretary at the registered company address of the Parties or if Notice is given of any other address by one Party to the other for the purpose of receiving Notices after the Effective Date, to that other address; and
 2. by email, be sent to the address and individual named in Section III of the Application Form, unless otherwise notified in writing by Customer.
 - iii. Any Notices served on LNRSUK by the Customer should also be sent to the Account Manager and to Customer Services at: LexisNexis, Global Reach, Dunleavy Drive, Cardiff, CF11 0SN United Kingdom.
- b. Entire Agreement
- i. This MA, including terms on LNRSUK’s website incorporated by reference, sets out the entire agreement and understanding of the Parties and supersedes any prior communications relating to its subject matter and no other terms, whether standard, pre-printed on purchase orders or elsewhere, and no matter when provided, will have any effect.
 - ii. The Parties will:
 1. not rely on any prior communication or commitment that is not expressly set out in this MA; and,
 2. waive any rights or remedies that they would otherwise have were it not for this Clause.
- c. Amendments
- i. Subject to Clause 17.c.ii, any amendment to this MA will only be valid if it is in writing and signed by a duly authorised representative of each Party, except that, if in accordance with clause 17.c.ii LNRSUK makes an amendment to any terms on LNRSUK’s website which have been incorporated by reference into this MA, LNRSUK may update the terms on LNRSUK’s website by posting updated terms on the website. Amendments cannot be made by email.
 - ii. LNRSUK may change, add to, modify, or remove the Services or any part of the Services or amend any of the terms in this MA:
 1. upon as much Notice to the Customer as can be practicably given, in order to comply with any modification in Applicable Law; or,
 2. that do not have a material adverse effect on either Party’s rights or obligations; or
 3. where those changes do not have a material adverse effect on Customer’s receipt or use of the Services, but if the Customer demonstrates that any change does have a material adverse effect on their receipt of or use of the Services the Customer may terminate the affected Schedule A as set out in Clause 13.c and may request a pro-rata credit for any pre-paid Fees for any removed parts of the Service.
- d. Waiver and Remedies

- i. No failure or delay by either Party to exercise any right or remedy under this MA will waive that Party's right or remedy and all rights and remedies in this MA are cumulative and not exclusive of any others provided by Applicable Law.
- e. Third-party Rights and Transfers
 - i. Except where expressly stated otherwise in this MA, no third-party will have the right to enforce any term of this MA under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
 - ii. Neither Party will assign or transfer any part of this MA without the prior written consent of the other Party, but LNRSUK may assign the benefit of any part of this MA to any of its Affiliates or novate this MA as part of legitimate business re-organisation so long as Notice is provided of the assignment or novation.
 - iii. This MA will be binding upon the Parties' respective successors and permitted assigns.
- f. Severability and Survival
 - i. If any term of this MA is found to be unenforceable or invalid by a court of competent authority, then that part will be severed from the remainder of this MA, which will not be affected.
 - ii. The provisions of all Clauses that are either expressed to or ought to survive termination will survive termination for any reason of this MA.
- g. Specific Laws
 - i. The Parties will comply with Sanctions Laws and will not provide access to the Services to any individual identified and maintained on any prohibition list by the U.S., EU or U.K. under the Sanctions Laws nor take any action that would place the other Party in a position of non-compliance with any Sanctions Laws.
 - ii. The Parties will not take or knowingly permit any action to be taken that would cause the other Party to be in violation of any Anti-Bribery Laws and will maintain and implement policies and procedures that will reflect a zero tolerance approach to bribery and ensure that bribery or attempted bribery is prevented from taking place on its behalf.
 - iii. LNRSUK represents and warrants that it complies with the Modern Slavery Act 2015 and publishes and maintains its current statement at: <https://www.relx.com/~media/Files/R/RELX-Group/documents/responsibility/relx-slavery-statement-2019.pdf>.
- h. Publicity
 - i. LNRSUK may reference Customer's name, branding, and logo in LNRSUK's marketing materials, promotional literature, on-line marketing, and as part of its sales presentations to other potential customers, so long as the material has been reviewed jointly and the Customer has given consent to the use of any tangible representation of its name, branding, and logo in those materials.
- i. Governing Law and jurisdiction
 - i. This MA and all matters relating to it, including any non-contractual Claims, will be governed by and interpreted in accordance with the law of England & Wales and the Parties submit to the exclusive jurisdiction of the Courts of England.
- j. Relationship of the Parties
 - i. Nothing in this MA is intended to create an agency relationship, a partnership or joint venture of any kind between the Parties.
- k. Counterparts
 - i. This MA may be signed in multiple counterparts.