

Blackdot Subscription Terms

The following terms are to be included in the Call Off Contract with a Customer for the use of Videris.

1. Definitions

"Blackdot"	Blackdot Solutions Limited, a company incorporated in England and Wales (number 07617704) having its registered office at Viola House, Maris Lane, Trumpington, Cambridge CB2 9LG.
"Documentation"	Blackdot's user guides and other end user documentation for Videris available within Videris itself.
"Subscription Term"	collectively, the initial term, and any renewal term (each as defined in the Call Off Contract, as applicable).
"Support Services"	the training and support services described in Blackdot's then-current support policy provided to Customer on request.
"Third Party Content"	any third party-generated information, documents, text, images, material and other content accessed or accessible through use of Videris, whether available free of charge or as paid content. Third Party Content excludes any content that is created and published by Blackdot or Customer.
"User"	an employee, agent or independent contractor of Customer who is authorised by Customer to use Videris.
"Videris"	"Software-as-a-Service", being Videris hosted on Blackdot's servers, with access provided to the Customer remotely by Blackdot.

PART A – VIDERIS LICENCE

2. Intellectual Property

2.1. Blackdot hereby grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable right, without the right to grant sublicences, during the Subscription Term to use, and allow its Users to access and use, Videris and the Documentation in accordance with this Call Off Contract and the Documentation, solely for Customer's own business purposes. Except for the foregoing licence, Blackdot and its licensors retain all right, title, and interest in and to Videris and the Documentation, including all related intellectual property rights therein and no other rights are granted to Customer in relation to the same hereunder.

2.2. Customer is responsible for all activities conducted under its and its Users' use of Videris. Customer shall use Videris in compliance with this Customer Agreement, Call Off Contract, the Documentation, and applicable law and shall not, except as may be required under applicable law that is incapable of exclusion by agreement between the parties: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to Videris, or any part thereof, or make it available to anyone other than its Users; (ii) use Videris in connection with or to support criminal activity of any kind or to inhibit freedom of speech, freedom of assembly or freedom of the press; (iii) reverse engineer, decompile, disassemble, modify, adapt or make error corrections to Videris in whole or in part; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs to Videris; (v) attempt to gain unauthorised access to, or disrupt the integrity or performance of Videris; (vi) modify, copy or create derivative works based on Videris, or any portion thereof; (vii) access Videris for the purpose of building a competitive product or service or copying its features or user interface; or (viii) delete, alter, add to or fail to reproduce in and on Videris the name of Blackdot and any copyright or other notices appearing in or Videris or which may be required by Blackdot at any time.

2.3. Customer shall ensure that its use of Videris and Documentation is limited to the number of named User subscriptions purchased (the initial number of subscriptions purchased is set out in the Call Off Contract) and subject to any other usage limitations set forth in the Call Off Contract, as applicable.

2.4. Customer agrees that its purchase of the subscription to Videris is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Blackdot with respect to future functionality or features.

2.5. Any use of Videris in breach of this Customer Agreement, Call Off Contract or the Documentation by Customer or Users that in Blackdot's judgment threatens the security, integrity or availability of Videris, may result in immediate suspension of Customer's licence to Videris; however, Blackdot will use commercially reasonable endeavours under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

2.6. Customer will immediately notify Blackdot in writing if it becomes aware of any facts indicating that the security of Videris has been or is likely to be violated, that Videris is or may be infringing the intellectual property rights of a third party or that Videris is being used by anyone other than a User or in an unauthorised manner. Customer will provide full co-operation to Blackdot in relation to any investigation and enforcement action relating to the foregoing.

2.7. Videris, and the structure, organisation and the search and extraction mechanisms of Videris, are proprietary to Blackdot or its licensors.

2.8. Videris may be protected under copyright, patent, trademark, trade secret, database and other intellectual property laws, and are furnished solely for Customer's own internal use. Except as otherwise expressly permitted herein or in writing by Blackdot or Blackdot's licensor, no portion of Videris may be copied, reproduced, repackaged, retransmitted, sold, transferred, redistributed, leased, rented, sublicensed, modified, adapted, or stored for subsequent use for any such purpose, in whole or in part, in any form or manner or by any means whatsoever, by Customer or any other person or entity. Customer shall take all reasonable steps to prevent unauthorised use, access, copying or disclosure of Videris.

2.9. Customer may provide Blackdot with suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to Videris ("**Feedback**"). Blackdot has the full, unencumbered right, without any obligation to compensate Customer, to exploit such Feedback. Customer hereby assigns to Blackdot all intellectual property rights contained in any such Feedback.

3. Third Party Content

3.1. Customer acknowledges that any access to, and use of, Third Party Content shall be entirely at its own risk. Blackdot makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any Third Party Content made available via Videris. Customer expressly acknowledges that Videris may not be compatible with certain Third Party Content, and that the nature of the Internet means that Third Party Content (including its accuracy, completeness, availability or whether it is free from viruses and vulnerabilities), and access to Third Party Content, varies considerably, and is dependent upon circumstances beyond the reasonable control of Blackdot.

3.2. Blackdot reserves the right to disable or prevent access to any source of Third Party Content for any reason, including in response to: (i) a change in applicable law; (ii) legal advice; or (iii) their reasonable expert assessment that a source of Third Party Content is otherwise no longer appropriate for access and/or use via Videris.

3.3. In order to access certain Third Party Content, Customer may be required to enter into separate terms with Blackdot and/or the provider of such Third Party Content. Such separate terms. If applicable, may be detailed in the Call Off Contract or may be accepted by Customer within Videris itself or may be provided by Blackdot to Customer by an alternative means.

3.4. In connection with this Customer Agreement and/or Call Off Contract, Customer agrees that all access to and use of any Third Party Content made available by LexisNexis ("**LN**"), through (or in connection with) Videris shall be subject to the terms and conditions provided in the General Terms And Conditions for Use of the LexisNexis Services as applicable to the Third Party Content provided by LN (and updates thereof) available online at <http://www.lexisnexis.co.uk/en-uk/terms.page> (the "**General Terms**") and LexisNexis Supplemental Terms (and updates thereof) available online at (<http://www.lexisnexis.com/terms/supplemental/>) ("**Supplemental Terms**"). Customer further agrees that the General Terms and Supplemental Terms constitute and form a separate binding agreement between LN and Customer and that LN has the right to assert and enforce the General Terms and Supplemental Terms directly on its own behalf. LN's consent to the terms of this Customer Agreement and/or Call Off Contract shall be evidenced by providing Customer with the means to access any Third Party Content provided by LN.

3.5. LN and Customer are independent entities and neither is acting on behalf of, or has any right to bind, the other for any purpose or in any way. LN shall not be responsible for any actions, operations or business of Customer, including, without limitation, errors or omissions that may be introduced into LN Supplied Content by Customer. Customer agrees that it will not make any claim or take any action against LN for or in connection with the actions, activities, negligence, operations or business of Customer.

3.6. Certain features within Videris may use machine learning or artificial intelligence to generate reports, analyses, predictions, or other outputs (collectively "Outputs") based on inputs, text, prompts and datasets. Customer is solely responsible for its use of Videris, including of any inputs, text, prompts, and datasets, and for Outputs Videris generates. This includes assessing whether such inputs, text, prompts, and datasets, or Outputs, are appropriate, lawful, and suitable for their intended use. Customer acknowledges that, due to the nature of machine learning and artificial intelligence, generated Outputs may be inaccurate or incomplete and other clients of Blackdot may generate identical or similar Outputs. For the purposes of this Agreement any Outputs generated by Videris shall be deemed Third Party Content.

4. Disclaimers

4.1. Notwithstanding any other term, Videris may not under any circumstances be used (i) to establish a consumer's eligibility for credit, insurance, employment, government benefits or licenses or any other transaction initiated by a consumer; (ii) to collect on an account; (iii) to determine whether a consumer continues to meet the terms of an account; or (iv) if Videris is to be used within the United States or for impacts within the United States, then for any other use that would be classified as a 'consumer report' or a 'permissible purpose' for the purposes of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq. Customer shall assume full liability for any violation of this provision and shall indemnify and hold harmless, Blackdot, Blackdot's licensors, suppliers, or any of its Affiliates, directors, officers, employees, representatives or agents (collectively, the "Blackdot Parties") for any third party claims against the Blackdot Parties arising out of Customer or a Customer's Affiliate's breach of this provision.

4.2. Videris furnished pursuant to this Agreement are obtained by Blackdot and/or Blackdot's licensors, as applicable, from sources believed by it to be accurate and reliable. However, because of the possibility of human and mechanical error as well as other factors, all Videris is provided on an "AS IS" and "AS AVAILABLE" basis without warranty of any kind, and BLACKDOT, BLACKDOT'S LICENSORS AND THEIR RESPECTIVE THIRD PARTY PROVIDERS, IN PARTICULAR, EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO VIDERIS AND ASSOCIATED SERVICES, EXPRESS OR IMPLIED, AND WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, OR THE RESULTS TO BE OBTAINED FROM USE OF VIDERIS AND SERVICES, (B) THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF BLACKDOT, AND/OR BLACKDOT'S LICENSORS HAVE BEEN INFORMED OF SUCH PURPOSE; AND (C) ANY WARRANTIES ARISING BY IMPLICATION OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

4.3. Customer acknowledges that any access to, and use of, Third Party Content shall be entirely at its own risk. Blackdot and Blackdot's licensors makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any Third Party Content made available via Videris. Customer expressly acknowledges that Videris may not be compatible with certain Third Party Content, and that the nature of the Internet means that Third Party Content (including its accuracy, completeness, availability or whether it is free from viruses and vulnerabilities), and access to Third Party Content, varies considerably, and is dependent upon circumstances beyond the reasonable control of Blackdot and Blackdot's licensors.

4.4. Blackdot and/or Blackdot's licensors, as applicable, reserve the right to disable or prevent access to any source of Third Party Content for any reason, including in response to: (i) a change in applicable law; (ii) legal advice; or (iii) their reasonable expert assessment that a source of Third Party Content is otherwise no longer appropriate for access and/or use via Videris. In order to access certain Third Party Content, Customer may be required to enter into separate terms with Blackdot and/or the provider of such Third Party Content. Such separate terms, if applicable, may be detailed in the Call Off Contract, as applicable or may be accepted by Customer within Videris itself.

5. Limitation of Liability

5.1. To the extent permitted by law, under no circumstance shall Blackdot and its Blackdot's licensors have any liability to Customer or any other person or entity for (a) any loss, damage or other injury in whole or in part caused by, resulting from or relating to, any error (negligent or otherwise), or any other circumstance or contingency within or outside the control of Blackdot or any of its directors, officers, employees or agents, or any of its Blackdot's licensor, in connection with the procurement, collection, compilation, analysis, interpretation, communication, publication or delivery of any Videris and Third Party Content, or (b) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR COMPENSATORY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), EVEN IF CUSTOMER SHALL HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, IN EITHER CASE CAUSED BY, RESULTING FROM OR RELATING TO THE USE OF, OR INABILITY TO USE, ANY VIDERIS. Without limiting the foregoing, in no event shall the total liability of Blackdot, and/or Blackdot's licensors in the aggregate to Customer arising from this Agreement (based on any cause of action whatsoever) exceed the fees actually

paid by Customer to Blackdot within the twelve (12) month period immediately preceding the date upon which the relevant claim accrued.

6. Termination

On termination of the Customer Agreement or Call Off Contract for any reason: (a) all licences and rights granted thereunder shall immediately terminate and Customer shall immediately cease all use of Videris; (b) each party shall return or destroy (at the option of the other party) and make no further use of any technology, equipment, property, documentation, Confidential Information and other items (and all copies of them) belonging to the other party; (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Customer Agreement or Call Off Contract which existed at or before the date of termination shall not be affected or prejudiced.

7. Support Services

If the Call Off Contract identifies that Support Services are to be provided under this Call Off Contract, Blackdot shall provide such Support Services to the Customer in accordance with Blackdot's then-current support policy. In the event that the Call Off Contract does not identify that Support Services are to be provided, Customer shall receive a "basic" level of support that is included in Videris at no additional cost.

PART B – VIDERIS HOSTING - DPA

8. Definitions

8.1. In this Part B, the following capitalised terms shall have the meanings set out below:

Customer Personal Data	the personal data processed pursuant to or in connection with the provision of Services under the Agreement, including backups and archives;
Subprocessor	any person (including any third party and any of Blackdot's Affiliate but excluding an employee of Blackdot) appointed by or on behalf of Blackdot to process personal data on behalf of Customer or otherwise in connection with the Agreement.

8.2. The terms, "Commission", "controller", "data subject", "Member State", "personal data", "personal data breach", "processing" (or any derivatives of "to process"), "processor", and "supervisory authority" shall have the meanings given to them in the Data Protection Laws.

9. OBLIGATIONS OF THE PARTIES

9.1. The Parties acknowledge that the Customer is acting as sole controller in respect of Customer Personal Data processed in the provision of the Services and provided by or on behalf of the Customer to Blackdot, and Blackdot will be acting as processor in respect of the same.

9.2. The Customer instructs Blackdot to process Customer Personal Data as reasonably necessary for the provision of the Services and consistent with the Customer Agreement and/or Call Off Contract. In particular, Customer instructs Blackdot to process the data set out in Appendix 1 of this Addendum.

9.3. Both Parties will comply with all applicable requirements of the Data Protection Laws. Without prejudice to the generality of the foregoing, the Customer will ensure that it has all necessary and appropriate consents and notices in place to enable the lawful transfer of the Customer Personal Data to Blackdot, and processing by Blackdot of the Customer Personal Data for the purposes of the Customer Agreement and/or Call Off Contract.

9.4. In relation to any Customer Personal Data processed in connection with the performance by Blackdot of the Services, Blackdot shall:

9.4.1. only process Customer Personal Data on the Customer's documented instructions, unless processing is required by Applicable Laws in which case Blackdot shall, to the extent permitted by Applicable Laws, inform Customer of that legal requirement prior to the relevant processing of the

Customer Personal Data. Blackdot shall immediately inform the Customer if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions;

9.4.2. take reasonable steps to ensure the reliability of its staff who have access to Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;

9.4.3. taking into account the nature, scope, context and purpose of the processing, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR;

9.4.4. taking into account the nature of the processing and the information available to Blackdot, Blackdot shall, to a reasonable extent, assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of GDPR;

9.4.5. unless the Customer instructs Blackdot in writing to return the Customer Personal Data within 10 days of the expiry or termination of the Customer Agreement and/or Call Off Contract, delete all the Customer Personal Data after the end of the provision of Services, and delete existing copies unless Applicable Law requires storage of the Customer Personal Data;

9.4.6. notify the Customer without undue delay on becoming aware of a personal data breach relating to the Customer Personal Data; and

9.4.7. Only transfer Customer Personal Data outside of the EEA or the United Kingdom where required for the performance of the Services and then in accordance with Data Protection Laws.

9.5. Blackdot shall make available to the Customer information necessary to demonstrate compliance with the obligations laid down in this Addendum, including to allow for and contribute to reasonable audits (at the Customer's sole cost), conducted by the Customer or an auditor designated by the Customer.

9.6. The Customer, in its capacity as a controller, shall maintain a record of processing of Customer Personal Data under its responsibility.

10. SUBPROCESSING OF CUSTOMER PERSONAL DATA

10.1. Customer hereby grants a general authorisation to Blackdot to engage Subprocessors. Blackdot shall inform Customer of any intended changes concerning the addition or replacement of Subprocessors. Customer may object to the addition of a Subprocessor based on reasonable grounds relating to a potential or actual violation of Data Protection Law by providing written notice detailing the grounds of such objection within thirty (30) days following Blackdot's notification of the intended change.

10.2. With respect to each proposed Subprocessor, Blackdot shall ensure that the arrangement between Blackdot and Subprocessor is governed by a written agreement, including:

10.2.1. terms which offer at least the same level of protection for Customer Personal Data as those set out in this Addendum; and

10.2.2. terms which meet the requirements of Article 28(3) of the GDPR.

10.3. If any Subprocessor fails to fulfil its obligations under this Addendum, Blackdot will be fully liable to Customer for the performance of such obligations.

11. DATA SUBJECT RIGHTS

11.1. Taking into account the nature of the processing, Blackdot shall assist Customer by implementing appropriate and commercially reasonable technical and organisational measures for the fulfilment of Customer's obligations to respond to requests to exercise data subject rights under the Data Protection Laws. Blackdot's obligation shall include assisting Customer, upon Customer's documented instruction, without undue delay to respond to a data subject's request to exercise their rights.

11.2. Blackdot shall:

11.2.1. notify Customer if Blackdot receives a request from a data subject under Data Protection Laws in respect of Customer Personal Data unless the data subject has forbid the notification of the Customer

in which case Blackdot shall inform the data subject that Blackdot is only able to respond to such request on the Customer's instruction; and

11.2.2. not respond to such request as set out at paragraph 11.2.1 except on the documented instructions of Customer or as required by Applicable Laws.

Appendix 1

Details of the processing

Categories of data subjects	Individuals which the Customer is investigating
Categories of personal data	Name, email address, telephone number, address, media articles in which a person is named, directorships, social media accounts, and networks related to these. All Customer Personal Data shall originate in the public domain.
Duration of the data processing	Processing of Customer Personal Data required as part of the services shall continue to the extent and for the length of time instructed by the Customer as data controller. Subject to 9.4.5 of this Appendix, Processing shall cease upon expiry of the Agreement. Any Processing required as part of that support services provided, shall continue until the expiry of the Agreement.
Subject matter, nature and purpose(s) of the data processing	Customer Personal Data will be Processed by Blackdot in connection with hosting Customer Personal Data on Videris and for purposes of providing the services available on Videris.