

FRAMEWORK AGREEMENT

This Framework Agreement (the “**Framework**”) is made as of the date of last signature below (“Effective Date”) by and between:

- a) **Verisk Specialty Business Solutions Limited** incorporated in England and Wales and registered with number 02745421 at Level 26, 22 Bishopsgate, London, UK, EC2N 4BQ (“**Verisk**”); and
- b) **INSERT CLIENT DETAILS** (“**Client**”).

Whereas:

- A. Verisk and its affiliates offer software applications, data, services, training and other offerings and Client and its affiliates wish to be able to procure the same from time to time,
- B. The Parties wish to agree terms that will apply to orders for the foregoing, save where varied on a case by case basis, and
- C. When Client or any of its affiliates wish to procure the offerings from Verisk or its affiliates, the relevant parties will enter into a separate order form in accordance with and governed by this Framework.

It is hereby agreed as follows:

1 Definitions and Interpretation

- 1.1. Within each Agreement (as defined below), the following terms shall have the meanings set out below, unless the context requires otherwise:

“**Affiliate**” means a legal entity that controls, is controlled by, or is under common control with, the specified Party, where “control” (including the terms “controlled by” and “under common control with”) means having ownership of more than 50% of the voting equity of an entity or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise;

“**Agreement**” means the agreement for Offerings which is entered into by and between the Parties or their Affiliates to the Order Form and comprises this Framework, the Order Form and any other document(s) incorporated by reference into the Order Form. Each Agreement entered into by the Parties or their respective Affiliates, forms a separate contract between its signatories;

“**Applicable Laws**” means all laws, legislation, regulations, and mandatory rules, standards and codes of practice having the force of law of any other competent authority for the time being in force as are binding on the relevant Party, all as amended, extended or re-enacted from time to time;

“**Authorised Representative**” means a person authorised by a Party to represent that Party in their dealings with the other Party;

“**Business Continuity Plan**” means Verisk’s most up to date business continuity plans, policies, procedures and standards;

“**Client**” means either the Client entity which enters into this Framework or the procuring customer entity which enters into the Order Form with Verisk or a Verisk Affiliate, as the context requires;

“**Client Data**” means all electronic data submitted by or on behalf of the Client to the Offering (and for the avoidance of doubt does not include all of the information, data, product databases (including structure and design) within the Offering which is Verisk’s Intellectual Property Rights);

“**Commencement Date**” has the meaning set out in the Order Form, save where this is in relation to a renewal of an Offering under a previous agreement, in which event it shall mean the start date of the renewal as stated in the Order Form or otherwise;

“**Data Processing Agreement**” means the document of that title as attached hereto unless a different document of that title is attached to the Order Form, in which case the latter shall prevail;

“**Day Rates**” means the rates chargeable by Verisk for Consultancy Services as set out in the Agreement or otherwise expressly agreed in an Order Form, failing which, Verisk’s then current day rates;

“**Framework**” means the provisions of this document;

“**Intellectual Property Rights**” means all intellectual property rights in any country or jurisdiction,

including rights in patents, inventions, trade secrets and other rights in know-how, copyrights, rights affording equivalent protection to copyright, data, rights in databases, registered designs, design rights, industrial designs and utility models, rights in computer software, the right to use (and protect the confidentiality of) confidential information, trademarks, trade names, business names, trade dress, logos and domain names, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Offering(s)" means the data, products, information, software, services, applications and/or other offerings which are the subject of the Order Form between the Parties;

"Order Form" means the executed document containing additional specific terms and conditions that apply to an Agreement for Offerings which may be titled 'Order Form', Statement of Work' or similar, and which indicates the relevant Offering(s), applicable fees and other additional applicable terms;

"Party" means each of Verisk and Client, and **"Parties"** means both Verisk and Client together (it being noted that the Parties to any individual Agreement hereunder may be Affiliates of the Parties to this Framework); and

"Services" means the services Offerings provided by Verisk to Client as detailed in an executed Order Form;

"Sub-contractor" means any third party entity engaged by Verisk to provide or perform a component of the Offerings, but shall at no time include (i) individual contractors or staff augmentation suppliers to Verisk, staff from which shall be deemed to be Verisk employees for the purposes of the Agreement, (ii) Affiliates of Verisk or (iii) commodity, open-source, one-off, or general suppliers to Verisk or its Affiliates;

"Third Party Offering" is a product made available by Verisk hereunder but in which the Intellectual Property Rights are owned by a third party rather than by Verisk;

"Working Day" means any day of the week excluding weekends and Bank and Public Holidays in England or such other days as may be agreed in writing from time to time between the Parties;

"Verisk" means either the Verisk entity which enters into this Framework or the supplying Verisk entity which enters into the Order Form with the Client, as the context requires.

2. Term

- 2.1. This Framework shall commence on the Effective Date and shall continue to apply to any Agreements which are in force and which state that they are subject to it.
- 2.2. Each Agreement shall commence on the effective date stated in the Order Form and shall continue for the period agreed therein (the **"Term"**) unless otherwise terminated in accordance with the Agreement.

3. License Grant and Restrictions

- 3.1. Subject to and conditioned upon Client's continued compliance with all the terms and conditions of the Agreement, Verisk grants to Client a non-exclusive, non-transferable, non-assignable, non-sublicensable, limited license to use any Offering(s) identified in the applicable Order Form, for the term and upon the additional terms and conditions detailed therein, in each case for Client's internal business purposes only, unless otherwise stated therein (the **"Purpose"**). Client is strictly prohibited from using any Offerings in any manner or for any purpose other than for the Purpose.
- 3.2. Client agrees to restrict access to all Offerings and the information or data therein to those employees of Client who need to have access to them solely in connection with the Purpose (**"Users"**), subject at all times to the number of Users licensed or other agreed limitation (as specified in the applicable Order Form and which Client agrees to verify from time to time on request by Verisk) and on the condition that (i) Client is fully and solely responsible for the compliance with the terms and conditions of the Agreement by all such persons, including but not limited to obligations of confidentiality, and (ii) where Users are third parties for whom Verisk has expressly provided consent, such persons are not competitors of Verisk or an Affiliate of Verisk.
- 3.3. When not contracting for Offerings to be hosted by Verisk, Client shall have the right to install the Offering(s) in its own or a third party's data centre provided Client shall remain fully responsible for any

breach, including by such third party of the terms and conditions of the Agreement, including but not limited to the obligations of confidentiality and licence restrictions. Client may request Verisk's support with such installation subject to an appropriate Order Form. Where an Offering is made available to Client on a hosted basis, Client's use of the Offering shall be solely through the hosting services as detailed in the Agreement.

- 3.4. Client shall not, and shall not permit Users or anyone acting through or at the direction of Client to either:
 - 3.4.1. copy, decompile, reverse engineer, attempt to derive the composition or underlying information, structure or ideas of, or otherwise disassemble or obtain the source code of any Offering provided under an Order Form or other Confidential Information of Verisk;
 - 3.4.2. sell, copy, transfer, distribute, publish, disclose, display or otherwise make the Offerings available, in whole or in part, or any of the information or data therein, to any other person or entity, (i) without the express prior written consent of Verisk, or (ii) unless compelled to do so by legal process. If so compelled, Client shall give Verisk reasonable and sufficient notice to allow Verisk to take action to protect its confidential information and trade secrets. Client agrees to reproduce and incorporate Verisk's copyright notice, or the third party copyright notice stated in the Offerings, in any permitted copies, modifications or partial copies of the Offerings that Client makes; or
 - 3.4.3. utilise robotic process automation, artificial intelligence, application programming interface or any other similar automation tools, software, technology or processes (collectively the **"Automation Tools"**) to access, interface with, or use the Offerings or any data or information therein, without Verisk's express prior written consent within the applicable Order Form. Verisk may require Client to comply with specific security requirements and pay additional fees as a condition to any permissions that Verisk may so grant and Verisk may revoke the authorisation at any time upon its sole discretion. Client agrees that it will not cause any disruption to the Offerings by its use of the Automation Tools and shall be fully liable and responsible for the acts, services, functions, and effect on the Offerings caused by the Automation Tools. Client shall defend, indemnify and hold Verisk, its Affiliates, and its and their respective directors, officers, employees, agents, participants, or third-party providers harmless from and against any loss, damage, claim, suit or expense, including reasonable attorney's fees, arising out of, relating to, or based upon Client's use and deployment of Automation Tools.
- 3.5. For the sole purpose of verifying Client's compliance with the Agreement, Client agrees to make available for Verisk's inspection records containing reasonable detail of Client's use of the Offerings. Such records shall be kept available by Client for at least three (3) years after the period to which they relate. Verisk may exercise this right of inspection once in any twelve (12) month period, or more frequently on reasonable grounds, including but not limited to, reasonable suspicion of noncompliance or a prior audit revealed non-compliance or following a request from a third party data provider or provider of services or regulator.
- 3.6. Client is responsible for ensuring that each User follows the instructions set out in each applicable Order Form, the then current published user guides or other documentation provided by Verisk regarding the use or operation of the Offerings.
- 3.7. Client hereby licenses Verisk to:
 - 3.7.1. access, use, share (at all times in accordance with the Agreement, to its Affiliates and its Sub-Contractors from time to time, as necessary) and process Client Data, including any included personal data, as may be provided by Client from time to time as required by Verisk to perform its obligations pursuant to the Agreement;
 - 3.7.2. to recommend to Client other products or services available from Verisk or an Affiliate of Verisk which may be of use to Client;
 - 3.7.3. to anonymise the Client Data (including removal of personal data and information reasonably likely to identify Client, its customers or any other business entity by name), whereafter it shall cease to be Client Data. Such anonymised Client Data shall be "Anonymous Data". Verisk shall own the Anonymous Data and shall be entitled to use in the normal course of Verisk's product development activities and statistical analysis and/or to develop and provide analytic models and other products and services; and

3.7.4. to use and incorporate into its applications and services any suggestion, enhancement request, recommendation, correction or other feedback provided by Client or Users relating to Verisk's or its Affiliates' applications and services.

4. Fees and Payment

- 4.1. In consideration for Verisk agreeing to provide or make available to Client the Offerings, Client shall pay the Fees which will be invoiced by Verisk in accordance with the Agreement and any Order Form.
- 4.2. All Fees are stated exclusive of VAT, which shall be added at the prevailing rate as applicable, in addition to any other applicable tax, duty or levy by law, including but not limited to withholding tax or governmental charge.
- 4.3. Client agrees to pay invoices issued by Verisk in accordance with the applicable Order Form within thirty (30) days of receipt of the invoice. All fees are non-refundable unless otherwise indicated in writing.
- 4.4. Client shall pay Verisk interest on all charges not paid within thirty (30) days at the rate of one percent (1%) per month or the maximum interest permitted by law, whichever is less. Save where subject to a bona fide dispute which has been raised by Client in accordance with the Agreement, in respect of any amount not paid within the agreed time, in addition to its other rights and remedies, Verisk reserves the right to charge Client for all costs incurred by Verisk, including reasonable legal fees, collection fees, and court costs, in connection with any reasonable collection efforts in respect of such overdue payment; and/or, after Verisk has issued at least one written notice (which may be by email), suspend Client's licence to use or receive Offerings at any time until the amount is paid in full.
- 4.5. If Client, in good faith, disputes its obligation to pay any sum due under the Agreement, Client shall promptly (and in any event before payment becomes overdue) notify its principal Verisk contact by email, and any specific contact details identified on the invoice, and withhold payment of such disputed portion of the invoice, making full payment of any undisputed portion, until the dispute is resolved in accordance with the Agreement. Where the dispute is administrative in nature, Client may not withhold payment, which payment shall continue to be due in accordance with the Agreement.
- 4.6. All fees are subject to annual increases as detailed in the Agreement.
- 4.7. Where Client does not make payment in advance, in the event Verisk has reasonable concerns as to Client's creditworthiness or solvency, Verisk may undertake credit check(s) on Client, and in its reasonable discretion, Verisk may discontinue or limit Client's credit at any time, require a deposit or bank guarantee, or require payment upfront before access to the Offerings is provided.

5. Termination

- 5.1. Each Agreement, or part thereof where only part of an Order Form is affected, may be terminated:
 - 5.1.1. By either Party if the other Party
 - (a) commits a material breach of a material term of the Agreement and, if capable of cure, fails to cure said breach within thirty (30) days following receipt of notice thereof; or
 - (b) (i) terminates or suspends its business, or shall cause or institute any proceeding for the dissolution or termination of its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under applicable law; (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver, custodian, liquidator or similar authority (or consents to the appointment of any of the foregoing); or (iv) shall admit in writing the inability to pay its debts generally as they become due;
 - 5.1.2. by Verisk if Client defaults in the payment of any fee(s) due under the Order Form; or
 - 5.1.3. as may be stated in the Order Form.
- 5.2. No termination shall affect the accrued rights or liabilities of a Party nor shall it affect the coming into or continuing in force of any provision thereof which is expressly or by implication intended to come into or continue in force after such termination.
- 5.3. In the event of termination by Verisk, Client shall continue to be obligated for any payments committed in the Order Form, including in respect of a period beyond the effective date of termination, which payments Verisk shall have the right to invoice early, on or before the effective date of termination.

- 5.4. Termination of an Order Form shall be in addition to and not in lieu of any other remedies available to a Party. Further, in the event of a breach by Client, Verisk shall have the additional right, at Verisk's sole discretion, to suspend Client's use of the Offering pending resolution of such breach by the Client.
- 5.5. On the effective date of any termination or expiration, unless otherwise expressly agreed:
- 5.5.1. Verisk shall have the right to immediately cease providing the applicable Offering(s) and Services to Client and immediately terminate Client's access thereto and any Client Data and information therein, and shall be entitled to disable any usernames or passwords, without notice or demand;
- 5.5.2. all rights of Client to access and use the applicable Offering(s) (including all Client Data and information therein) and Service(s) and any other Confidential Information of Verisk shall immediately terminate and Client shall (and shall cause each of its Users and any other party to whom it has granted access to) immediately discontinue use of the applicable Offering (s); and
- 5.5.3. save solely as required for audit and regulatory purposes, each Party shall delete the Confidential Information of the other Party that it has no contractual right to retain and, if requested, confirm compliance with the foregoing in writing. Any retained Confidential Information shall remain subject to the confidentiality obligations herein.

6. Data Processing

- 6.1. In the event and to the extent that Verisk acts as a Processor of Client Personal Data for the Client, the provisions of the Data Processing Agreement shall apply to such Processing, as such terms are defined in that Data Processing Agreement.

7. Confidentiality

- 7.1. "**Confidential Information**" means any non-public information disclosed by either Verisk or Client (in such capacity, the "**Disclosing Party**") or any of the Disclosing Party's Affiliates or any of their respective agents, employees, consultants, contractors, advisors or representatives to the other Party (in such capacity, the "**Receiving Party**") or the Receiving Party's Affiliates or their respective agents, employees, consultants, advisors or representatives, either directly or indirectly, in writing, orally or by inspection, pursuant to or in connection with (i) the Agreement or (ii) the Parties' discussions and communications in connection with the potential license, test, pilot, demonstration or evaluation of Offerings of Verisk that may be or shall be licensed under an Order Form (the "**Reason**") and shall include, but not be limited to, the Order Form and its terms, the Offering(s) and any information relating thereto (in the case of Verisk), any data or information relating to the Disclosing Party and its Affiliates, employees, consultants, contractors, suppliers and/or other third parties, including, but not limited to, pricing information and models, product and service information, planning information, marketing strategies, forecasts, strategic plans, financial or operational data, information with respect to customers or prospects, sales projections, business plans, internal performance results and other documentation relating to past, present or future business activities and all reports, compilations, studies, designs, plans, formulae, ideas, computer software, computer programs, computer code, inventions (whether or not patentable), techniques, processes, data analytics processes, technologies, methodologies, schematics, algorithms, testing procedures, software design and architecture, technical information, prototypes, samples, plant and equipment, analyses, data, data compilations, databases, metadata, embedded data, know-how, show-how and trade secrets, and other information, whether or not relating to the business relationship between the Parties hereunder.
- 7.2. Each Party acknowledges and agrees that much, if not all, of the information and data of the other Party or its Affiliates, agents, licensees or third parties which comes into its or its Affiliates' possession, either directly or indirectly, pursuant to the Reason, consists of Confidential Information of the Disclosing Party. Except as set forth in an applicable Order Form or otherwise agreed to in writing by the Parties, the Receiving Party agrees to hold the Disclosing Party's Confidential Information in strictest confidence, and agrees not to release or disclose such Confidential Information to any individual or entity, whether employee, contractor, consultant or otherwise, either during the Term of the Order Form or thereafter except that, subject to the limitations set forth in the Agreement, the Receiving Party may disclose such information to such of the Receiving Party's directors, officers, employees and those of its Affiliates (each, a "**Receiving Party Representative**") who have a genuine need to know and are necessarily involved in the performance of the Receiving Party's obligations hereunder, provided such Receiving Party Representatives are bound by obligations to keep the Disclosing Party's information confidential that are at least as strict as those contained herein. The Receiving Party agrees that during

the Term of the applicable Order Form and five (5) years thereafter (or, with respect to trade secrets, for as long as the Confidential Information remains a trade secret), it shall not and shall not permit any of its Receiving Party Representatives to (i) use the Confidential Information of the Disclosing Party except in connection with the Reason, the Receiving Party's performance of its obligations under the Agreement or as otherwise permitted in the Agreement, or (ii) disclose or release any of the Confidential Information of the Disclosing Party except as permitted by the Agreement or as otherwise agreed to in writing by the Parties. Further, Client hereby consents to Verisk disclosing to any Sub-contractor and the owner or Verisk of any Third Party Offering that Client is a recipient thereof and any other reasonably required associated information.

- 7.3. Each Party agrees that notwithstanding the restrictions noted in subsection 7.2 above, in the event that the Receiving Party or any of its Receiving Party Representatives or Receiving Party Professional Advisors (as defined below) or, if applicable, third-parties, is compelled by legal process or required by applicable law, rule, regulation or lawful order or ruling of any court, government, agency or regulatory commission to make any disclosure of any of the Confidential Information of the Disclosing Party, unless prohibited by law, the Receiving Party shall first give prompt written notice of such requirement to the Disclosing Party, shall permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and shall provide reasonable cooperation to the Disclosing Party in seeking to obtain such protection. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, the Receiving Party, its Representative, Professional Advisor, or third-party, as applicable, shall disclose only that portion of the Confidential Information which it is legally required to disclose and, at the request and expense of the Disclosing Party, will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded to the Confidential Information.
- 7.4. The Receiving Party acknowledges and agrees that due to the nature of the Disclosing Party's Confidential Information, any breach or threat thereof of its obligations hereunder, or any unauthorized use or release or threatened use or release of any Confidential Information of the Disclosing Party, may result in irreparable harm to the Disclosing Party and that, without limiting a Party's other rights and remedies in law or equity, the Disclosing Party shall be entitled to seek appropriate equitable relief, including an injunction (without the necessity of posting bond) or specific performance, against the Receiving Party for breaching or threatening to breach the Agreement in addition to whatever remedies it might have at law. The Receiving Party shall be liable for any breach of the confidentiality provisions set forth in the Agreement by any of its Representatives, Professional Advisors or other third parties to which it has disclosed Confidential Information, whether permitted or otherwise.
- 7.5. The Parties agree that the terms and conditions of the Agreement, including, without limitation, this Framework and any Order Form, are confidential notwithstanding any failure to mark it so, and that neither Party shall disclose the contents of an Agreement except to such of Verisk's and Client's legal, financial, and tax advisors (each such advisor, a "**Professional Advisor**") who have a genuine need to know the terms and conditions of the Agreement and who are under obligations of confidentiality by law or written agreement without the prior written consent of the other Party, provided however, that the general existence of an Agreement shall not be treated as Confidential Information.
- 7.6. The foregoing obligations of confidentiality shall not apply to any information which: i) is or becomes known publicly through no violation by the Receiving Party of the provisions hereof or any other confidentiality obligation with respect thereto; or ii) is acquired or learned by the Receiving Party on a non-confidential basis from a third-party not under a duty of confidentiality with respect thereto; or iii) is already known to the Receiving Party on a non-confidential basis before receipt from the Disclosing Party as shown by the Receiving Party's written records; or iv) is independently developed by the Receiving Party, as shown by the Receiving Party's written records, without use of or reference to the Disclosing Party's Confidential information, or v) in the case of Client's Confidential Information, has been aggregated to a level where it can no longer be identified as Confidential Information of the Client.
- 7.7. The terms of this Section 7 (Confidentiality) shall expressly govern and control over any conflicting terms set forth in a prior confidentiality or non-disclosure agreement entered into by and between the Parties with respect to the subject matter of the Agreement or any of the Offerings.

8. Security and Audits

- 8.1. Verisk shall maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of the Client Data and shall access and use the Client Data solely

to perform its obligations in accordance with the terms of the Agreement and as otherwise expressly permitted in the Agreement.

- 8.2. Verisk shall maintain and comply with its Business Continuity Plan throughout the Term. Verisk shall reasonably test its Business Continuity Plan and its compliance with it at least annually and shall provide the Client with a summary of such testing on request.
- 8.3. Client understands and acknowledges that various laws and contractual obligations require Verisk to safeguard information which insurers, Clients and other third-parties entrust into Verisk's care. Client shall maintain no less than industry standard security measures to safeguard the Offering from access or use by any unauthorised person(s) in accordance with generally accepted security practices.
- 8.4. Client agrees that it will not attempt to circumvent, and shall comply with, any security measures contained within or associated with any Offering licensed.
- 8.5. The Parties agree that they will comply with any security and/or data protection related obligations detailed in or attached to the Order Form, or otherwise agreed in writing between the Parties.
- 8.6. Save for the reasonable provision of pre-existing, Client-facing reports or documentation or as may otherwise be expressly agreed in writing, Client shall be solely responsible for its own, Verisk's and Verisk's Sub-contractors' and any other of Verisk's suppliers' fees, costs, charges and expenses incurred in relation to any audit, inspection, review, questionnaire, request for information or similar requested by Client from Verisk pursuant in any way to the Agreement, or where required by Client to comply with its regulatory obligations or internal policies. Client agrees that time incurred by Verisk personnel shall be invoiced at the Day Rates and amounts charged by Verisk's Sub-contractors and suppliers will be invoiced to the Client for re-imbursement on an as-invoiced basis. Client is responsible for ensuring that such audits and similar are only requested by suitably authorised personnel.

9. Representations and Warranties

- 9.1. Client represents and warrants that it is the proprietor, copyright owner or the authorised licensee of any data or information provided by Client to Verisk in connection with the Offerings and that Client has all necessary right, title and interest to provide such data and information to Verisk for the purposes intended under the Agreement. Client shall promptly notify Verisk of any change in Client's ownership or right to provide such data or information to Verisk and undertakes not to do anything to intentionally prejudice the rights granted to Verisk herein. Client shall notify Verisk in writing of any confidentiality, privacy or data protection issues pertaining to such data or information.
- 9.2. Client acknowledges that Verisk's provision of the Offerings and Client's access and use of the Offerings may be subject to the export control laws (including trade sanctions) of the European Union, the United Kingdom, the United States and other relevant jurisdictions (including but not limited to the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the Department of State (together "**Sanctions**"). Each Party represents and warrants that it: (i) has not and will not violate any Sanctions; (ii) is not located in a jurisdiction subject to Sanctions; (iii) is not a denied or embargoed party as specified in the Sanctions; and (iv) agrees to comply with all applicable Sanctions. Specifically, each Party covenants that it shall not, directly or indirectly, sell, export, reexport, transfer, divert, or otherwise dispose of any Offering(s) received from or provided by Verisk under the Order Form to any destination, entity, or person prohibited by the Sanctions. Verisk reserves the right to suspend provision of the Offerings to Client and Users or terminate the Agreement upon written notice, without liability, in the event that Client, Users, or the uses to which they put the Offering, are or become the target of Sanctions. In the event that Verisk determines that Client or Users are in breach of this Section 9.2, Verisk may immediately terminate the Agreement without credit or refund on written notice to Client. Furthermore, Client agrees to indemnify, to the fullest extent permitted by law and independent of any limitation of liability, Verisk from and against any fines or penalties that may arise as a result of Client's breach of this provision. This Section 9.2 shall survive termination or expiration of the Agreement.
- 9.3. Each Party represents and warrants that (a) it has full power and authority to enter into and perform the Agreement, (b) the person signing the Order Form on behalf of it has been properly authorised and empowered to enter into such Order Form, (c) it shall maintain and adhere with, its own internal policies and procedures related to its compliance with all laws, statutes, regulations and rules applicable to it and to its obligations under the Agreement, including but not limited to in relation to anti-bribery and corruption, data protection and privacy and anti-slavery (d) it is in valid existence and in good standing

under applicable law (e) it has the requisite power and authority to execute, deliver, and perform the Agreement, (f) it has duly authorised execution, delivery, and performance of the Agreement, (g) that it has and shall maintain any governmental license, authorisation, or qualification required for it to perform pursuant to an Agreement, (h) that no approval, authorisation, or consent of any governmental or regulatory authority is required to be obtained for it to execute, deliver and perform pursuant to an Agreement; and (i) to its knowledge, there is no outstanding litigation, arbitrated matter, or other dispute to which it is a party which, would reasonably be expected to have a material adverse effect on that Party's ability to fulfil its respective obligations under this Agreement.

- 9.4. Verisk does not warrant that any Offerings shall provide any function, feature or capability not specified in the Agreement or an Order Form, nor does it make a commitment with regard to any potential future developments which may have been shared with Client.
- 9.5. Client acknowledges that the Offerings have not been developed to meet the individual requirements of the Client and therefore Client agrees that that it has evaluated and selected the Offering and has satisfied itself about the suitability of the same for Client's needs.
- 9.6. With respect to Offerings provided or made available to Client electronically, Verisk does not warrant that access will be available during all scheduled hours of operation. Any links or connections from the Offerings to any third party products or services are made available to Client for convenience only. Verisk makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to (i) the content or use of, or correspondence with, any third-party products or services, (ii) any transactions completed, and any contract entered into by the Client, with any such third-party, (iii) any contract entered into and any transaction completed via any third party product or service.
- 9.7. Client represents and warrants that it understands that any risk score, or related type of score, provided or made available to Client by Verisk under the Agreement is intended to be used as part of the Client's underwriting, insurance eligibility, pricing, and related activities and Client agrees that such score or automated processing shall not be solely used or relied on in any such determinations.
- 9.8. Other than those representations or warranties specifically set forth in the Agreement, Verisk makes no representations, covenants or warranties of any kind, either express or implied, including but not limited to, warranties of condition, quality, durability, suitability, merchantability, satisfactory quality or fitness for a particular purpose, or in respect of any warranty arising by statute or otherwise in law or from a course of dealing or usage of trade. All such other representations, undertakings, covenants and warranties are expressly excluded to the fullest extent permitted by applicable law.

10. Verisk IPR Ownership and Indemnification

- 10.1. Client acknowledges that Verisk claims all right, title, interest, and ownership of, and a copyright in, the Offerings, and any related technology and intellectual property rights, and Client shall not contest or dispute, and waives any defence concerning, any valid ownership or copyright claim made by Verisk in Offerings. Verisk is the owner or authorised licensee of all proprietary information contained in the Offerings and has the right to grant Client the license to use the Offerings in accordance with the Agreement. Client agrees not to take any action that would in any way impair, jeopardise, be inconsistent with, or violate Verisk's ownership of the Offerings or any valid Verisk copyright. Verisk's claims of copyright relate to all Offerings provided to Client pursuant to an Order Form, unless it is stated in the Order Form, or within the Offering, that an Offering (or part thereof) is copyrighted by or proprietary to a third party. All applicable rights to patents, copyrights, trademarks and trade secrets in the Offerings, and any modifications made to them, and in the information therein, shall remain vested in Verisk or the applicable third party. Client agrees that such third parties are third party beneficiaries of the Agreement and are entitled to enforce their rights hereunder against Client. Nothing in the Agreement shall be construed as granting to Client any right, title, or interest in or to any patent, trademark, copyright or other right of Verisk or the applicable third-party. Client warrants and represents that it will take all reasonable steps necessary to protect and preserve the Offerings and the interests and rights of Verisk and any applicable third parties therein, including appropriate action by instruction or agreement with its employees or other Users permitted access to any of the Offerings.
- 10.2. a) Client shall notify Verisk promptly of any claim that any Offering, or Client's use of any Offering in accordance with the terms of the Agreement, is improper or illegal or violates the rights of any third party. Subject to the limitations set forth in this Section 10, Verisk agrees to defend, indemnify and hold Client harmless from and against any loss, cost, expense, damage or liability resulting from any claim or suit brought against Client by a third party based on an allegation that an Offering, when properly used as permitted in the Agreement, infringes that third party's copyright, trademark, patent or other

intellectual property right, provided that Client, within fifteen (15) days of receipt of notice of any such alleged infringement, notifies Verisk of such allegation in writing. Verisk shall have the sole right to conduct the defence of any such claim or suit and all negotiations for its settlement or compromise, unless otherwise mutually agreed to in writing by the Parties.

b) In the event that Client's proper use of any Offering is held to constitute an infringement and use of that Offering is permanently enjoined or if an injunction or order is issued restricting the use or provision of an Offering, or any part thereof, or if Verisk determines that any part of an Offering is likely to become subject to a claim of infringement or violation of any proprietary rights of a third party, Verisk may, at its option, and in no particular order: (i) procure for Client the right to continue using such Offering; (ii) modify such Offering to become non-infringing; (iii) replace such Offering with a non-infringing alternative product or service (such replacement shall be substantially similar in all material respects); or (iv) terminate the obligation under the Order Form to provide the Offering alleged to be infringing and where applicable, grant Client a pro-rata refund of any pre-paid and unused fees for such Offering provided that prior to paying such refund Client returns such Offering or deliverables provided and all copies and partial copies thereof, to Verisk.

- 10.3. Should Client learn of the infringement of any Offerings licensed or provided under the Order Form, Client shall promptly advise Verisk in writing, and provide Verisk with any available evidence of such infringement. In any infringement suit as Verisk may determine to institute to enforce its intellectual property rights, Client shall, at the request and expense of Verisk, cooperate with Verisk in all reasonable respects, including having its Users or other representatives with relevant information provide such information to Verisk and testify when requested by Verisk, and make available to Verisk any relevant records, papers, information and the like.
- 10.4. Verisk shall have no obligations or liability under this Section 10 arising from (i) infringement by improper use of any Offerings or any data or information contained therein or derived therefrom, (ii) by combinations of any of the Offerings with any product, service, software, data, content or method, (iii) use of any of the Offerings in a modified condition if such modification was not made or authorised in writing by Verisk, (iv) any modifications of the Offerings made by Client's agents or employees unless made with the written approval of Verisk; (v) Verisk's compliance with Client's specifications; or (vi) Client's failure to implement non-infringing updates to the Offerings made available by Verisk if the Claim would have been avoided or mitigated by the implementation of such updates and Verisk had made this known to Client. Client acknowledges and agrees that in addition, Verisk shall have no obligations or liability arising from Client's use of the Offerings after Verisk has notified Client to discontinue such use.
- 10.5. The remedies provided in this Section 10 are the sole and exclusive remedies for any claimed or actual infringement of any intellectual property rights by any of the Offerings, or any data or information contained therein or derived therefrom, and Verisk's entire liability with respect to any infringement claims or actions.
- 10.6. Client agrees to defend, indemnify and hold Verisk, its Affiliates, and their respective directors, officers, employees, agents, officers, agents, participants, or third party providers harmless from and against any loss, damage, claim, suit or expense, including reasonable attorney's fees arising out of or relating to either (i) the improper use of the Offerings or any of the data or information contained therein or derived therefrom by Client or any of its Users or any third party accessing or using the Offerings on Client's behalf or at Client's direction, or (ii) any allegation that use of Client's data or intellectual property rights provided by Client infringes any rights of a third party.

11. Limitation of Liability

- 11.1. Nothing in the Agreement shall exclude or limit either Party's liability in respect of:
 - 11.1.1. death or personal injury to any person caused by its negligence;
 - 11.1.2. fraud or fraudulent misrepresentation;
 - 11.1.3. any liability that may not be limited or excluded by mandatory law; or
 - 11.1.4. payment of any undisputed fees or sums properly due under the Agreement.
- 11.2. Except as may be specifically provided in the Order Form, neither Verisk nor any of its Affiliates or their respective directors, officers, employees, agents or third party providers shall be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise under or in connection with an Agreement for:

11.2.1. loss of contracts, profit, revenue, anticipated savings or business opportunity;

11.2.2. loss of or corruption to data;

11.2.3. loss of goodwill or damage to reputation; or

11.2.4. any special, incidental, consequential, indirect or punitive damages

whether suffered directly or indirectly, immediate or consequential, foreseeable or unforeseeable, even if such Party has been advised of the possibility of such damages.

- 11.3. Subject to clauses 11.1 and 11.2 above, the liability of Verisk for any claim arising under an Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited in aggregate to 100% of the fees paid or payable by Client to Verisk in respect of the affected Offering(s) for the twelve (12) months period preceding the date when the claim arose, save that with respect to any Third Party Offerings, such liability shall not exceed the damages which Verisk receives from the applicable third party. In the event applicable law requires liability obligations different from those stated above, the minimum required liability terms of such laws shall apply.
- 11.4. Client acknowledges that Verisk has set its prices and entered into the Order Form in reliance on the disclaimers of warranty and the limitations of liability set forth in the Agreement and that the same forms an essential basis of the bargain between the Parties.
- 11.5. Each Party agrees that there may be no adequate remedy at law for any breach of its obligations hereunder regarding the use of any user names or passwords, or the copying and distribution of the Offerings and Services or portions thereof; and that, in addition to whatever other remedies it might have at law or in equity, it shall be deemed to have suffered irreparable harm, and shall be entitled to seek appropriate equitable relief to prevent the use, copying or distribution thereof in breach of this Agreement.

12. Affiliates

- 12.1. Client understands and acknowledges that different Offerings may be provided by different Verisk Affiliates, as stated in the Order Form. The particular Verisk entity providing the Offering to Client shall be the sole Verisk entity satisfying all of the obligations, liabilities, representations, warranties and covenants under the Agreement as they relate to such Offering. Client acknowledges and agrees that it will seek fulfilment of all obligations for a particular Offering only from the Verisk entity identified in the relevant Order Form.
- 12.2. Where applicable, additional terms and conditions as apply to an individual Verisk Affiliate or to a specific Offering may be agreed between Client and the relevant Verisk Affiliate, either appended hereto or to an Order Form or otherwise agreed in writing ("**Specific Terms**"), which terms shall additionally apply to all relevant Order Forms entered between Client and that Verisk Affiliate unless expressly varied in an Order Form. In the event of conflict, Specific Terms shall prevail over any other terms in the Agreement save for the Order Form, which shall prevail.
- 12.3. Client Affiliates may enter into Order Forms with Verisk (and Verisk Affiliates), subject to the terms of this Framework. For the avoidance of doubt, solely the Client entity which enters into an Order Form with Verisk is licensed to use the Offerings identified in that Order Form, and not additional Client Affiliates, unless expressly stated otherwise.

13. General

- 13.1. Injunctive Relief: Each party agrees that there may be no adequate remedy at law for any breach of its obligations hereunder regarding the use of any user names or passwords the copying and distribution of the Offerings and Services or portions thereof, and that each party, in addition to whatever other remedies it might have at law or in equity, shall be deemed to have suffered irreparable harm, and shall be entitled to appropriate equitable relief to prevent the disclosure or use of user names, passwords, or Offerings in breach of this Agreement or the unauthorised copying or distribution of any Offering or Service or portion thereof.
- 13.2. Force Majeure: Except for the obligation to pay money, each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control, including, but not limited to, Acts of God, governmentally declared state of emergency or other governmental acts, pandemic, epidemic, fire, flood, explosion, earthquake, or other natural forces, act of the public enemy, war, civil unrest, accident, any strike or labour or industrial disturbance, the unavailability of materials, labour, equipment, utilities (including Internet) or supplies

or any other event, whether of a kind specifically enumerated above or otherwise, which is not reasonably within the control of the Party claiming to be affected by such event. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance. All delivery dates under an Order Form that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labour disturbance or dispute.

- 13.3. Assignment: Each Agreement inures to the benefit of and is binding upon the successors and assigns of Verisk. It likewise inures to the benefit of Client, but no interest, obligation or right herein shall be transferred, sublet, mortgaged, encumbered or assigned voluntarily or by operation of law in any manner by Client without the prior written approval of Verisk. Any attempted assignment or an assignment by Client in contravention of this section without Verisk's prior written approval is invalid and void.
- 13.4. Publicity: Client consents to Verisk using the name and logo of Client in any list of Clients and general materials used by Verisk for promotional purposes. Neither Party shall use the name of the other in any press release without that other's prior written consent. The provisions of this Section shall survive the expiry or termination of any Agreement.
- 13.5. Disputes: In the event of any dispute arising between the Parties concerning the Agreement, the dispute shall be referred to the respective executives of the Parties who have the authority to settle the dispute and who shall both negotiate in good faith in an attempt to resolve the dispute as quickly as possible. In the event that the dispute is not resolved within ten (10) Working Days of such referral, each Party shall have the right to require that the Parties shall attempt to determine the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, within 14 Working Days of notice of a Party's request for mediation, the mediator will be nominated by CEDR. Each party shall bear its own costs in respect of such mediation with any additional costs of the mediator or the CEDR shared equally. If the Parties cannot resolve the dispute by mediation within thirty (30) calendar days of the date of the first mediation meeting, then either Party may apply to the Courts of England and Wales who shall have exclusive jurisdiction to hear and determine any such unresolved dispute. Nothing in this clause shall prevent either Party from applying to the Courts of England and Wales for injunctive or other interim relief at any time.
- 13.6. Invalidity, Interpretation and Waiver: If any provision of the Agreement is determined to be invalid under any applicable statute or rule of law, it is, to the extent invalid, deemed to be omitted and the remaining provisions of the Agreement shall continue in full force and effect. This Agreement shall be construed fairly as to both Parties and not in favour of or against either Party, regardless of which Party prepared the Agreement. The failure or delay of either party to insist upon the performance of any of the terms of the Agreement in any one or more instances will not be construed as a waiver or relinquishment of the future performance of any such term, and the obligation of the Parties with respect to any such future performance will continue in full force and effect.
- 13.7. Third Parties: No provision of the Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to the Agreement.
- 13.8. Sub-contractors: Verisk may sub-contract any of its obligations under the Agreement or any Order Form to any Sub-contractor, subject to any applicable provisions stated in the Agreement, for example but without limitation, provisions concerning Sub Processors to the extent that such provisions are incorporated and applicable. Verisk shall monitor all work by Sub-contractors and shall remain liable for the acts and omissions of such Sub-contractors as if performed by Verisk.
- 13.9. Notices: Unless otherwise provided in the Order Form, all notices, directions, instructions, orders, requests, demands, acknowledgments and other communications required or permitted to be given hereunder shall be in writing, addressed to the Parties at their respective addresses set forth at the beginning of the Order Form or to such other addresses as one Party may furnish in writing to the other, and shall be deemed properly given or made when: (i) delivered personally; by messenger or a recognised overnight delivery service having a delivery tracking and verification system, charges prepaid; (ii) received by first class mail, postage prepaid, or (iii) upon the expiration of three (3) days after any such notice, direction, instruction, order, request, demand, acknowledgment or other communication is deposited in the mail for transmission by first class mail, postage prepaid, whichever shall occur first, or (iv) in the case of notices to Verisk, sent by email to Verisk at LegalNotice@Verisk.com, provided that the same notice is also sent the same day to Verisk by one of the other methods of delivery set forth in points (i), (ii) or (iii) above.

- 13.10. Entire Agreement: The Parties agree that solely the documents comprising the Agreement, as defined herein, comprise the entire agreement of the Parties and that they shall prevail over and supersede all previous written and oral agreements or terms and conditions of any purchase order, acknowledgement form, or other instrument, or any promotional, marketing, or advertising materials (including without limitation any memorandums of understanding and written proposals) with respect to the subject matter of the Order Form (save in respect of any fraudulent misrepresentations). Further (i) each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) ("Representation") other than as expressly set out in this Agreement, and (ii) each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement. Unless otherwise expressly stated, no provision of an Agreement can be changed other than in writing and signed by an authorised representative of each applicable Party. Each Party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.
- 13.11. Choice of Law and Jurisdiction: The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Agreed for and on behalf of: Verisk Specialty Business Solutions Limited	Agreed for and on behalf of: Client
By: _____ <i>Authorised Signatory</i>	By: _____ <i>Authorised Signatory</i>
Name:	Name:
Title:	Title:
Date:	Date:

Data Processing Agreement ("DPA")

1. Definitions

The terms **"Controller"**, **"Data Subject"**, **"Process"** (as well as variants of **"Process"** such as **"Processing"**, **"Processed"**), **"Processor"**, and **"Personal Data"** shall have the respective meanings given to them in the GDPR or the UK GDPR.

"Data Protection Law" includes GDPR, UK GDPR, the UK Data Protection Act 2018 and any other applicable local, national or foreign laws or rules of any relevant government or regulatory authority.

"GDPR" means, as applicable, the General Data Protection Regulation, Regulation (EU) 2016/679.

"Offering(s)" means as such term is defined in the Agreement, in the absence of which, the Verisk offering which is the subject of the Agreement.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data that is provided or made available to Verisk by Client that results directly from Verisk's or Verisk's Sub-Processors' (if any) failure to comply with Clause V(A) of this DPA or applicable Data Protection Law with regard to Personal Data Processed by the Verisk or any of its Sub-Processors.

"SCCs" will include the EU Standard Contractual Clauses adopted by the European Commission decision (EU) 2021/914 of 4 June 2021, the United Kingdom Addendum to the EU Standard Contractual Clauses, and other similar contractual clauses and addendums under applicable Data Protection Law.

"Sub-processor" means any processor engaged by Verisk and who receives Client Personal Data from Verisk for Processing activities to be carried out on behalf of the Processor in accordance with the Agreement and this DPA.

"UK GDPR" means the retained EU law version of the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).

2. Roles and Authority to Process Personal Data

2.1. **Client as Controller.** Client will act as Controller, and Verisk will act as Processor with respect to the Processing of Personal Data related to the provision of the Offering. As Controller, Client shall have exclusive authority to determine the purposes for and means of Processing its Personal Data for the provision of the Offering. When serving as a Processor, consistent with Articles 28 and 32 of the GDPR and UK GDPR:

2.1.1. **Processing Instructions.** Verisk shall only Process Personal Data as described in this paragraph in accordance with the Agreement and documented instructions from Client and will carry out its obligations pursuant to the Agreement and this DPA. Verisk shall inform Client if its instructions appear to infringe applicable Data Protection Law.

2.1.2. **Personal Data Access.** Verisk shall limit access to Personal Data to its employees who have a need to know the Personal Data as a condition to Verisk's performance of its obligations contemplated by the Agreement and who are subject to written obligations of privacy, confidentiality and security obligations.

2.1.3. **Data Subject Rights.** Taking into account the nature of the Processing of Personal Data, Verisk shall assist Client, by implementing appropriate technical and organizational measures, and supporting Client's obligations as Controller to respond to requests for exercising Data Subject rights. Client shall be responsible for any reasonable costs arising from Verisk's provision of such assistance.

2.1.4. **Controller Compliance Obligations Assistance.**

2.1.4.1. **Data Protection Assessments.** Verisk shall reasonably assist Client, at Client's cost, in complying with its Controller obligations under applicable Data Protection Law,

including Client carrying out data protection impact assessments and consultations with the competent data protection authority.

- 2.1.4.2. **Monitoring.** Verisk shall make available to Client all information reasonably necessary to demonstrate compliance with the obligations set forth in this DPA. During normal business hours, with 30 days prior written notice, and no more than once per calendar year except in the event of the occurrence of a Personal Data Breach, Client or its authorized representatives (subject to an appropriate written confidentiality and non-disclosure agreement) may inspect Verisk's facilities, equipment, information, and materials relating to Verisk's obligations under this DPA with respect to the Processing of Client's Personal Data. Any inspection pursuant to this section, or Client-specific request that cannot be fulfilled by the provision of pre-existing, client-facing reports or documentation, shall be at the Client's sole cost and expense.
- 2.1.5. **Technical and Organizational Measures.** Verisk maintains a comprehensive written information security program that complies with applicable Data Protection Law and includes appropriate administrative, technical, physical, organizational and operational safeguards and other security measures designed and appropriate to: (i) ensure the security and confidentiality of Personal Data; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Data; (iii) protect against any Personal Data Breach; (iv) ensure the ongoing confidentiality, integrity, availability and resilience of Verisk's Personal Processing systems and services; (v) restore the availability of and access to the Personal Data in a timely manner in the event of a physical or technical incident; and (vi) regularly testing, assessing and evaluating the effectiveness of technical and organizational measures adopted pursuant to this provision for ensuring the security of the Processing of Personal Data. Further detail of such measures are available on request. Verisk shall supervise and provide training to its personnel as necessary to maintain the privacy, confidentiality, and security of Personal Data.
- 2.1.6. **Personal Data Breach Notification to Controller.** Verisk shall inform Client of any Personal Data Breach of which Verisk becomes aware without undue delay, but in no event longer than seventy-two (72) hours after it becomes aware of the Personal Data Breach. Such notice shall summarize in reasonable detail the effect on Client's Personal Data, if known, and the corrective action taken or to be taken by Verisk. Verisk will cooperate with Client in all reasonable and lawful efforts to help prevent, mitigate or rectify such Personal Data Breach.
- 2.1.7. **Return of Data.** Promptly upon the expiration or earlier termination of the Agreement, or such earlier time as Client reasonably requests, Verisk shall return or destroy Personal Data. Notwithstanding the foregoing, Verisk may retain archival copies of Personal Data for audit and automated system backup purposes, or as otherwise required by applicable law or reasonable, applicable retention policies. Such Personal Data retained by Verisk shall continue to be subject to the privacy, security and confidentiality obligations of this DPA.
- 2.2. **Verisk as Controller:** Verisk will act as Controller in relation to certain Client Personal Data it processes on its own behalf in the following circumstances:
 - 2.2.1. To comply with Verisk's legal obligations under applicable Laws, and;
 - 2.2.2. For Verisk's own business purposes, such as those set out below:
 - 2.2.2.1. **Management and administration:** any Personal Data collected from Client and subsequently generated by Verisk relating to Client's employees, representatives or Users which Verisk needs to collect in order to communicate with Client about current or potential future Offerings or its account, for example, a list of employees who are Verisk's point of contact for a service at Client.
 - 2.2.2.2. **Technical or incident support requests:** any Personal Data collected from Client and subsequently generated by Verisk when it receives and responds to a request for technical or incident including details such as user authentication information, error-tracking files and any other information that Verisk needs to resolve the issue and

assure or maintain the quality, integrity, security or other functionality associated with the Offerings.

2.2.2.3. Performance monitoring and threat or error detection: any Personal Data collected from Client and subsequently generated by Verisk to monitor the performance, quality, integrity, security or other functionality associated with the Offerings, to detect threats or errors and, subject to the limitations set forth in the Agreement, to develop and improve the Offerings.

2.2.2.4. Any other activities as authorised or necessary to deliver and support the Offering as set out in the Agreement.

3. Compliance with Data Protection Law

- 3.1. The Parties shall each comply with applicable Data Protection Law in respect of their roles as Controller or Processor, in accordance with the Agreement and this DPA.
- 3.2. Verisk represents and warrants that no applicable Data Protection Law, or privacy or information security enforcement action, investigation, litigation or claim prohibits Verisk from fulfilling its obligations under this DPA.
- 3.3. Client represents and warrants that it is authorised pursuant to a valid legal basis, such as by having provided Data Subjects with notice of Processing activities under the Agreement and this DPA, and having obtained any appropriate corresponding consents where required per applicable Data Protection Law, to direct or permit Verisk to Process Client Personal Data as set out in the Agreement or this DPA.
- 3.4. In the event of any conflict between the Agreement and this DPA, this DPA shall prevail regarding the Processing of Personal Data covered by it.
- 3.5. The Parties agree to enter into any further privacy or information security agreement as necessary for purposes of compliance with the Data Protection Law.

4. Sub-Processors

- 4.1 Client authorizes Verisk to engage Sub-processors in connection with the services provided under the Agreement.
- 4.2 Verisk will enter into agreements with all such Sub-processors in accordance with Article 28 (4) of the GDPR provided that (i) Verisk shall ensure that all Sub-Processors are bound by written agreements that require them to provide substantially the same level of protection to Personal Data as stated in this DPA, (ii) such Sub-Processors have been reviewed by an appropriate due diligence process, and (iii) Verisk will be liable to Client for the acts and omissions of its Sub-Processors as if they were the acts or omissions of Verisk.
- 4.3 A list of all relevant Sub-processors as at the date of this Agreement is included within the Order Form. Thereafter, before Verisk appoints additional or replacement Sub-processors, Verisk will provide Client with notice and an opportunity to object to such appointment within ten (10) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection (an "**Objection**"). In the event Client submits an Objection to Verisk, the Parties shall work together in good faith to find a mutually acceptable resolution to address such Objection. If the Parties are unable to reach a mutually acceptable resolution within a reasonable timeframe, which shall not exceed thirty (30) calendar days, either Party may, as its sole and exclusive remedy, terminate the portion of the Agreement relating to the services affected by such change by providing written notice to the other Party. During any such Objection period, Verisk may suspend the affected portion of the Services. Client acknowledges that the inability to use a Sub-processor may result in a delay in, or an inability to, performing the services, and/or increased fees, and Verisk shall not be responsible or liable for such delay or inability.

5 Cross-Border Personal Data Transfers

- 5.1 To the extent that Verisk Processes Personal Data subject to Data Protection Law governing cross-border data transfers, Client and Verisk will adopt the relevant SCCs or other similar transfer mechanism required by the jurisdiction and as agreed to by the Parties.
- 5.2 Specifically, to the extent there is any transfer of Personal Data from the European Economic Area to a jurisdiction that has not been deemed to provide an adequate level of protection by the European Commission (none of which is anticipated as at the date of this DPA), Verisk will Process all such Personal Data in accordance with the SCCs pursuant to the Commission Implementing Decision (EU) 2021/914, Module Two (Controller to Processor) ("C2P Model Clauses"), available [here](#) which are incorporated herein by reference. The C2P Model Clauses will be adopted with the following annotations: (i) in Clause 7, the optional docking clause will apply; (ii) in Clause 9, Option 2 will apply, and the time period for prior notice of changes will be set out in this Data Processing Addendum; (iii) in Clause 11, the optional language will not apply; and (iv) in Clause 17 and 18(b), the governing law is Ireland. The Parties will complete the Annexes to the SCCs, as provided by Verisk on request.
- 5.3 Specifically, to the extent the data transfer is subject to the UK GDPR's cross-border transfer rules (none of which is anticipated as at the date of this DPA), Verisk will Process Personal Data in accordance with the UK Standard Contractual Clauses issued by the Information Commissioner's Office under Section 119A of the Data Protection Act 2018 on February 2, 2018, available [here](#), which are hereby incorporated into the Addendum by reference. On request, Verisk will provide further information for use in completion of such annexes to the UK Standard Contractual Clauses.

6 Particulars of Processing

- 6.1 The particulars of the Processing are as follows, unless otherwise agreed in writing:
- the subject-matter, type of Personal Data and categories of Data Subjects shall all be as provided by Client to Verisk before and during the term of the Agreement;
 - the Processing duration shall be the term of the Agreement and a reasonable period thereafter in accordance with the Services and Verisk's data retention policies then in force;
 - the nature and purpose of the Processing shall be the performance of the Agreement; and
 - the obligations and rights of Client shall be as stated in the Agreement and in accordance with Data Protection Laws.