

# Order Form



| Order Details                                 |     |
|-----------------------------------------------|-----|
| Order Reference:                              | XXX |
| Order Created:                                | XXX |
| Start Date:                                   | XXX |
| End Date:                                     | XXX |
| Account Manager:                              | XXX |
| Telephone:                                    | XXX |
| Email:                                        | XXX |
| Contract Fee Total (excluding Sales Tax): XXX |     |

|                              | Invoice Details (update if incorrect) | Key Decision Maker |
|------------------------------|---------------------------------------|--------------------|
| Company Name (Legal Name):   | XXX                                   | XXX                |
| Name:                        | XXX                                   | XXX                |
| Job Title:                   | XXX                                   | XXX                |
| Contact Number:              | XXX                                   | XXX                |
| Contact Email:               | XXX                                   | XXX                |
| Address:                     | XXX                                   | XXX                |
| Purchase Order Number:       | XXX                                   | XXX                |
| Tax ID (VAT,GST,TIN, ABN):   | XXX                                   | XXX                |
| Tax Exempt:                  | XXX                                   | XXX                |
| Company Registration Number: | XXX                                   | XXX                |

| Terms and Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>PLEASE ENSURE ALL THE DETAILS ON THIS FORM ARE CORRECT AS INVOICES WILL BE ISSUED BASED ON THESE. PLEASE NOTE THIS IS NOT AN INVOICE.</b></p> <p>By accepting this Order Form you are agreeing to the terms and conditions ("Terms") at <a href="https://risk.lexisnexis.com/corporate/dataserviceterms">https://risk.lexisnexis.com/corporate/dataserviceterms</a>. This Order Form and the Terms prevail over any terms and conditions in a customer purchase order, whether dated or submitted before or after the date of this Order Form.</p> <p>Payment Term: 30 days, Billing Frequency: One Time</p> <p><b>Terms.</b> Parts A (Core Terms), B (Data Terms), and F (Generative AI Product Terms) of the Terms apply to this Order Form. Brightmine may refuse any order. Defined terms used in this Order Form have the meanings given to them in the Terms. In the event of a</p> |

conflict between this Order Form and the Terms, this Order Form shall prevail. References in the Terms to "LNRS" are references to the Brightmine legal entity set out at the end of this Order Form.

**Usage Rights.** Authorized Users may use, reproduce, and share limited amounts of Licensed Content in the course of the Authorized User's role in fulfilling Customer's internal HR needs. Where the Product includes templates such as policies, handbook materials, letters, presentations, forms, posters, or other template documents, Authorized Users may freely use and reproduce such Licensed Content (including placing content on Customer's internal websites) in order to meet Customer's internal business HR requirements, notwithstanding any contrary provision in the Terms.

#### **License Basis.**

**a. Authorized User License.** Where the license type indicated above is "Authorized User License", only the exact number of Authorized Users stated on this Order Form are licensed to access the Product.

**b. Consultancy License.** Where this Order Form indicates that the pricing plan type for a Product is "Indirect", Authorized Users may (i) download and store a limited number of template documents and adapt templates for use in Customer client organizations, (ii) use Licensed Content in support of training within Customer client organizations. A "Customer client" is Customer's client to which Customer provides HR consultancy services. For the avoidance of doubt, Customer client personnel are not Authorized Users.

**LexisNexis Content.** Clauses 1 and 2 of the LexisNexis terms and conditions located at <http://www.lexisnexis.com/terms/general.aspx> apply to LexisNexis content within the Products and are incorporated in this Order Form by reference as if those clauses were set out here in full.

**Pay Equity Analytics.** Where this Order Form includes Pay Equity Analytics, Part E (Contributory Database Terms) of the Terms applies to the Pay Equity Analytics Product in addition to Part A (Core Terms) and Part B (Data Terms). Customer agrees to contribute materials and data using the functionality in the Pay Equity Analytics Product.

**Pay Equity Analytics Project Management.** Customer must appoint a project manager (the "Customer Project Manager") to act as point of contact between Brightmine and Customer in relation to Pay Equity Analytics. The Customer Project Manager has authority to contractually bind the Customer on matters relating to the delivery of the Product.

**Pay Equity Analytics Data Contribution.** Customer will provide Contributed Data by uploading it to Brightmine's online tool. Customer acknowledges that it is solely responsible for ensuring all Contributed Data has been correctly uploaded, tagged, labelled, or categorized within the tool, and sent to and received by Brightmine. Brightmine is not responsible or liable for checking Contributed Data or that it has been correctly uploaded or for errors or inaccuracies arising from contribution or labelling of data other than in accordance with Brightmine instructions. Customer agrees to exclude from Contributed Data (i) all names and all other personal data or personally identifiable information unless Brightmine expressly agrees to process such data on Customer's behalf, and (ii) all data or materials which relate to an individual person or which could otherwise identify or relate to an individual person. Brightmine will hold Customer's Contributed Data as Customer's Confidential Information and will not sell or distribute raw Contributed Data. Clause 2.1(e) of Part E (Contributory Database Terms), which gives Brightmine the right to distribute Contributed Data, is not relevant to the Product and does not apply.

**Pay Equity Usage Rights.** Customer may (i) freely circulate and use internally all Licensed Content from the Product (ii) use Licensed Content in its own or third party applications, without limitation, (iii) create Derived Data and materials, without limitation (iv) store Licensed Content indefinitely, and (v) share Licensed Content externally or with third parties, without limitation. The parties agree that the restrictions set out in Part B (Data Terms) are amended accordingly.

**Compensation Planning Participant Subscription Rates.** Qualification for participant subscription rates to Compensation Planning is conditional on submission of Contributed Data relating to Customer. If Customer fails to supply Contributed Data by the relevant deadline, Customer's subscription for the Product automatically converts on the day after the deadline date to a non-participation subscription for the full subscription period, and Brightmine may invoice Customer for the balance of the non-participation subscription fee due. Participant subscription rates are 50% of non-participation subscription rates.

**Compensation Planning Data Contribution.** Where this Order Form includes Compensation Planning, Part E (Contributory Database Terms) of the Terms applies to the Compensation Planning Product in addition to Part A (Core Terms) and Part B (Data Terms). Customer agrees to contribute materials and data using the functionality in the Compensation Planning Product. Customer agrees to exclude from Contributed Data (i) all names and all other personal data or personally identifiable information unless Brightmine expressly agrees to process such data on Customer's behalf, and (ii) all data or materials which relate to an individual person or

which could otherwise identify or relate to an individual person. Brightmine will notify Customer of the data submission deadlines within 24 hours of activating Customer's access to Compensation Planning. Where Customer already subscribes to Compensation Planning, Brightmine will notify Customer of deadlines approximately six to eight weeks before the deadline date. Customer will submit Contributed Data for all job posts in Customer's organization in relation to the version to which the Customer has subscribed, unless otherwise agreed in writing between Customer and Brightmine. Customer agrees to exclude from Contributed Data all names and all other personal data or personally identifiable information unless Brightmine expressly agrees to process such data on Customer's behalf.

**For and on behalf of [Customer]**

**Signature:**

**Name:**

**Job Title:**

**Date:**

## Schedule A

| Products                                                                                                                                                             |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Product Name / Licensing Attributes                                                                                                                                  |            |
| Pay Equity Analytics EU - Comply<br>Account Confirmed FTEs: x; Number Of Users: x                                                                                    |            |
| Pay Equity Analytics EU - Pro<br>Account Confirmed FTEs: x; Number of Regions: x; XHR Sector: x; Number Of Users: x                                                  |            |
| HR & Compliance Centre UK - Benchmarking - HR Metrics<br>Customer's FTE count: x; Number Of Users: x                                                                 |            |
| Compensation Planning UK - Essential<br>XpertHR Industry: x; Account Confirmed FTEs: x; What % of the org can Cendex Benchmark: x; Number Of Users: x; Price List: x |            |
| Compensation Planning UK - Pay Grading<br>Account Confirmed FTEs: x; XpertHR Industry: x; Number Of Users: x; Price List: x                                          |            |
| <b>Total Price:</b>                                                                                                                                                  |            |
|                                                                                                                                                                      | <b>xxx</b> |