

## Subscription Service Specification (2023)

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When you agree to purchase a subscription from the Company your Agreement will be subject to this Subscription Service Specification below (“Subscription Service Specification”), the End User Licence Agreement (“EULA”) and our General Terms and Conditions, together “the Agreement”.

### 1. DEFINITIONS

The definitions and rules of interpretation in this Services Specification shall be as set out in the General Terms and Conditions, unless otherwise stated below:

- 1.1 **“API(s)”** means any application programming software interface utilised via the Platform;
- 1.2 **“Content”** means the data supplied by the Company in relation to this Agreement in any medium and/or as presented on or provided through any of the Platforms;
- 1.3 **“Documentation”** means any instruction manuals, user guides and other recorded matter in either printed or machine-readable form made available by the Company to the Licensee; **“Endorsement”** means any amendment to the Order Form or this Agreement which is agreed between the parties from time to time and which is confirmed in writing using The Company’s approved form;
- 1.4 **“EULA”** means an end user licence agreement to which the Licensee, and all its Users (as defined below) shall agree and as set out in Schedule 1;
- 1.5 **“Initial Term”** means the initial twelve (12) months of the Subscription Term;
- 1.6 **“Licensee”** shall mean the Client as set out in the Order;
- 1.7 **“Licensed Package”** means the Platforms, Content and any Documentation (or any part of the foregoing) provided by the Company in accordance with this Agreement;
- 1.8 **“Licensee’s Additions”** has the meaning given in clause 4.7;
- 1.9 **“Maximum User Number”** means the maximum number of Users of the Licensed Package as set out in the Order or as otherwise agreed between the parties in writing from time to time, subject to clause 4.3;
- 1.10 **“Platform”** means each product and platform listed under ‘Product Description’ on the Order together with any associated APIs or API integrations which the Company offers to the Licensee;
- 1.11 **“Renewal Date”** means the date at which your Subscription Services will be automatically renewed;
- 1.12 **“Renewal Period”** has the meaning given in clause 7.1
- 1.13 **“Sub-Licensees”** means any third party to whom the Licensee grants access or use of the Licensed Package in accordance with this Agreement;
- 1.14 **“Subscriber”** means any person (other than the Licensee but including any Sub-Licensees) who (1) subscribes to any the Company Product(s) and /or Services; or (2) who has access to any of the Licensed Package pursuant to any agreement between the Company and either the Licensee or any third party, whether on or after the date of this Agreement or at any time within the twelve (12) months prior to such date;
- 1.15 **“Subscription Services”** shall mean any subscription services requested by the Client and provided by the Company;
- 1.16 **“Subscription Fees”** means the fees that the Client shall pay to the Company as payment for Products and/or Services.
- 1.17 **“Subscription Term”** each term shall be a minimum of twelve (12) months unless otherwise agreed between the Parties.

### 2. SCOPE OF THIS SUBSCRIPTION SERVICE SPECIFICATIONS

This Agreement applies to Subscription Services purchased by the Client and set out in the Order, in accordance with the Agreement.

### 3. CLIENT WARRANTIES

3.1 The Client warrants that:

- 3.1.1 it is authorised to instruct the Company to distribute the Subscription Services notwithstanding that the Client may be acting directly or indirectly for another person as an advertising agent or media Client or in some other representative capacity;
- 3.1.2 the reproduction and/or distribution of the Subscription Services will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any third party or render the Company liable to any proceedings whatsoever;
- 3.1.3 it shall not share any user accounts and / or credentials providing access to the Subscription Services either internally or externally with any third party;
- 3.1.4 it shall be responsible for any Licensee Additions that it uploads to any of the Products and / or Services; and
- 3.1.5 it is purchasing the Product and / or Services for research purposes only and is expressly prohibited from using the Product and / or Services to create contact databases, list-building or any other purpose;
- 3.1.6 the Licensee shall pay the Fees to the Company in accordance with this Agreement, the Order and any Endorsement to the Order Form or this Agreement;
- 3.1.7 the Licensee must not allow or suffer any User's account or access to the Licensed Package (or any part thereof) to be used by more than one individual unless it has been reassigned in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use the Licensed Package. The Licensee shall ensure that User keeps a secure password for their use of the Licensed Package, which is kept confidential;
- 3.1.8 the Licensee shall maintain a written, up to date list of current Users and provide such list to the Company on request;
- 3.1.9 the Licensee shall ensure that any User who is no longer employed by the Licensee (or Sub-Licensee as applicable) is no longer able to access the Licensed Package;
- 3.1.10 the Licensee shall not (and shall procure that any Sub-Licensee shall not), except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Licensed Package in any form or media or by any means, or attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form (where not already in such form) all or any part of the Licensed Package;
- 3.1.11 the Licensee shall not (and shall procure that any Sub-Licensee shall not) access all or any part of the Licensed Package in order to build a product or service which competes with the Licensed Package, or license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Licensed Package available (in each case directly or indirectly, whether on a standalone basis or as part of any other information service) to any third party except the Users and Sub-Licensees, or attempt to obtain, or assist third parties in obtaining, access to the Licensed Package, other than as permitted under this Agreement (and in any event such permission shall not extend to access or use of the Licensed Package or any part thereof by any third party that competes with all or any part of the business carried on by the Company from time to time);
- 3.1.12 the Licensee shall not (and shall ensure that Users shall not) access, store, distribute or transmit any malicious code or virus, or any material during the course of its use of the Licensed Package that is unlawful, obscene, offensive, discriminatory, or otherwise infringes the rights of any third party. The Company reserves the right, without liability

or prejudice to its other rights, to disable the Licensee's access to any material that breaches the provisions of this clause 3.1.12;

- 3.1.13 the Licensee shall use (and shall procure that any Sub-Licensee shall use) all reasonable endeavours to prevent any unauthorised access to, or use of, the Licensed Package and, in the event of any such unauthorised access or use, promptly notify the Company;
- 3.1.14 the Licensee shall procure that each Sub-Licensee complies with and does not breach the provisions of this Agreement;
- 3.1.15 the Licensee shall in any event be responsible for the acts or omissions of the Users and Sub-Licensees and any third party whom it permits to access the Licensed Package;
- 3.1.16 the Licensee shall ensure that the Licensed Package (or any part of it) shall not be integrated into any other database held by the Licensee or any User without the prior written consent of The Company. The Licensee shall ensure that no User shall hold all or any part of the Licensed Package on an intranet or other basis which permits any User access to the Licensed Package by any means other than remotely accessing the Licensed Package licensed to the Licensee pursuant to this Agreement;
- 3.1.17 the Licensee shall (and shall procure that any Sub-Licensee shall) permit the Company or its designated auditor to audit its use of the Licensed Package (and shall provide such other information, access and assistance as is reasonably required by the Company) in order to audit compliance with this Agreement (including in relation to compliance with clause 7 'Termination', for which purpose this clause 3.1.17 shall survive termination of this Agreement, howsoever arising). Each such audit may be conducted no more than once per quarter, at the Company's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Licensee's normal conduct of business. If such audit reveals that the Licensee has underpaid Fees to the Company, then without prejudice to the Company's other rights, the Licensee shall pay an amount equal to such underpayment to the Company.

#### **4 LICENCE**

- 4.1 With effect from the Commencement Date and in consideration of the payment by the Licensee of the Subscription Fees, the Company hereby grants the Licensee a non-exclusive licence to use the Licensed Package (as updated by the Company (at its sole discretion) from time to time) during the Subscription Term and subject to and in accordance with the terms of this Agreement.
- 4.2 The Licensed Package is provided on an as is basis and the Company provides no warranty as to the accuracy of the contents of the Licensed Package.
- 4.3 The Licensee undertakes that the total number of Users that it authorises to access and use the Licensed Package shall not exceed the Maximum User Number.
- 4.4 The rights provided under this Agreement are granted to the Licensee only, and shall not be considered granted to any member of the Licensee's Group save to the extent they are a Sub-Licensee or as otherwise authorised by the Company.
- 4.5 Where no Maximum User Number is set out in the Order, or such number is described as "unlimited" or similar, the Maximum User Number shall be the number of relevant individuals employed by the Licensee (and, if applicable, the Sub-Licensees) as at the Commencement Date, and shall be limited to any named business units or divisions and/or locations as set out in the Order. The Maximum User Number does not include any individuals employed or engaged by the Licensee (or, if applicable, the Sub-Licensees) or their respective Groups by way of any acquisitions, mergers, business combinations or otherwise (in each case whether by transfer of shares or otherwise) with the purpose of expanding or acquiring the business or Group of the

Licensee (or if applicable Sub-Licensee) which are announced or concluded after the Commencement Date and any access or use of the Licensed Package by such individuals will be subject to additional Subscription Fees.

- 4.6 The Licensee may not make access to the Licensed Package available to any third party other than:
- 4.6.1 Its Users; and
  - 4.6.2 any Sub-Licensees specifically authorised in writing by the Company and as set out in the Order Form or in the event of an Endorsement (and subject to any additional conditions or requirements agreed in relation to such authorisation). In any event, before providing any Sub-Licensee access to the Licensed Package the Licensee shall procure that such Sub-Licensee has agreed to be bound by the EULA in respect of its use of the Licensed Package and such agreement shall be in writing.
- 4.7 Notwithstanding anything to the contrary in this Agreement, the consent set out in clause 4.5 above shall only apply, and shall be limited, to the part of the Licensed Package designated for use by the Sub-Licensees and in any event shall be subject to the Maximum User Number.
- 4.8 The Licensee may, with the Company's prior written consent, allow its Users to add their own data to the Content (any User additions being known as the 'Licensee's Additions') provided that the Licensee shall indemnify the Company for any loss or damage suffered by the Company whether directly or indirectly as a result of any Licensee's Additions. Sub-Licensees and their Users shall not be permitted to add data to the Content and the Licensee shall advise them of this restriction.
- 4.9 The Company and its agents and/or subcontractors will take commercially reasonable efforts to ensure the security of the Licensee's Additions.

## 5. SUBSCRIPTION FEES

- 5.1 In consideration of the Company providing the Subscription Services, the Client will pay the Subscription Fees in accordance with the Order and, where applicable, any relevant payment schedule.
- 5.2 If the Subscription Fee is not received when due, the Company reserves the right to not provide, or cease to provide, any or all of the Subscription Services.
- 5.3 Unless otherwise agreed between the Parties, where the Subscription Fee is payable in one instalment such payment will be due and payable immediately on the date specified on the Order and, where not specified, no later than thirty (30) days from the date of the invoice.
- 5.4 Other than as set out in clause 4.4, Subscription Fees are chargeable on a per User basis. Any additional Users added during the Subscription Term shall be charged at the rate set out on the Order on a pro-rata basis.
- 5.5 Where this Agreement auto-renews in accordance with clause 7.1, the Subscription Fees shall increase by an amount equal to 5% of the Fees or the increase in the Retail Price Index, whichever is the higher.
- 5.6 Where a maximum number of Users has been agreed between the parties, no later than sixty (60) days before each anniversary of the Commencement Date (the 'Calculation Date'), the Licensee shall inform the Company in writing of the monthly average of Users, being the sum of the total number of Users in each month over the previous twelve (12) calendar month period preceding Calculation Date divided by twelve (12) (the 'Monthly Average'). If the Monthly Average exceeds any maximum number of Users on the Order Form for such 12-month period, the Company shall be entitled to invoice the Licensee for, and the Licensee shall, within thirty (30) days of receipt of such invoice pay to the Company an additional sum calculated using the Company's standard pricing structure applicable for such 12-month period.

- 5.7 The Company may (at its sole discretion) increase the Subscription Fees where the Maximum User Number is undefined, unlimited or uncapped (or words with a similar meaning or effect) and there is a Change of Control Event and the relevant Subscriber terminates its subscription agreement with the Company at the next “without cause” termination point, or the Company terminates its licence agreement with such Subscriber, or such Subscriber ceases to exist. Such Subscription Fee increase will take effect on the effective date of termination of the subscription agreement with the Subscriber and will incorporate the Subscription Fees which would have been payable by that Subscriber but for such termination.
- 5.8 The Company may increase the Subscription Fees with effect from the end of the Initial Term or any Renewal Period by giving the Licensee not less than thirty (30) days’ written notice.

## **6. POSTPONEMENT OR CANCELLATION OF THE SUBSCRIPTION SERVICES**

- 6.1 The Company shall have no obligation to refund all or part of the Subscription Fee in the event of the Client’s postponement and/or cancellation of the Commencement Date for the provision of the Subscription Services.
- 6.2 In the case of the Company’s postponement of the Commencement Date, the Client is deemed to accept the new Commencement Date.
- 6.3 In the event that the Client cancels part-way through a month, the provision of the Subscription Services will continue until the Renewal Date whereby the provision of the Subscription Services will cease. No refund of any Subscription Fee will be due.
- 6.4 The Subscription Services are non-transferable.

## **7. SUBSCRIPTION TERM AND TERMINATION**

- 7.1 The Subscription Services will commence on the Commencement Date specified on the Order and will automatically renew for a Renewal Period as agreed between the Parties at the end of the Subscription Term, unless terminated in writing by either Party in accordance with this Agreement.
- 7.2 The Client may terminate this Agreement by giving not less than ninety (90) days’ written notice to the Company. Such notice shall expire at the end of the Subscription Term or such Renewal Term.
- 7.3 Within fourteen (14) days of termination of this Agreement, howsoever caused, the Licensee shall irrevocably delete, or at the Company’s option return, all copies of the Licensed Package and destroy, or at the Company’s option return, all hard copies thereof in its possession and in the possession of any User and a duly authorised officer of the Licensee shall certify in writing to the Company that the Licensee has complied with this obligation.
- 7.4 Any related records may be retained only for the purpose of compliance with legal or regulatory obligations.
- 7.5 On termination of this Agreement, howsoever caused;
- 7.4.1 all licences granted under this Agreement shall immediately terminate and the Licensee and any Sub-Licensee and all Users shall immediately cease all use of the Licensed Package;
- 7.4.2 the Company may destroy or otherwise dispose of any of the Licensee’s Additions in its possession unless the Company receives, no later than ten (10) days after the effective date of the termination of this Agreement, a written request for the delivery to the Licensee of the then most recent back-up of their respective Licensee Additions. The Company shall use reasonable commercial endeavours (at the Licensee’s cost) to deliver the back-up to the Licensee within thirty (30) days of its receipt of such a written request, provided that the Licensee has, at that time, paid all Subscription Fees outstanding at and resulting from termination (whether or not due at the date of termination);

- 7.4.3 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 this Agreement which existed at or before the date of termination shall not be affected or prejudiced; and
- 7.4.4 any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

## Schedule 1 – EULA

### END USER LICENCE AGREEMENT (“EULA”)

#### Version 1 dated May 2010

This EULA sets out the terms and conditions that will apply to your access to and use of the Licensed Package (as defined below). By accessing, viewing or utilising in any way (“using”) the Licensed Package, you agree to be bound by all the following terms of this EULA.

References to you, your and yours are references to the person(s) accessing the Licensed Package (in their personal capacity) and, where such person is accessing the Licensed Package as employee, officer, agent or contractor to any undertaking (whether incorporated or otherwise), shall also include such undertaking, whether the Licensed Package is accessed via the Site (as defined below) or otherwise.

References to we, us, and our are references to Axco (as defined below).

This EULA is to be read by you in conjunction with any terms, conditions and disclaimers provided in the Licensed Package or on the Site. We reserve the right to amend this EULA at any time. Any changes will take effect on the date they are made available on the Site and/or provided to you

before you use the Licensed Package (whichever is the earlier). You should read and accept the EULA each time you access the Site and/or use all or any part of the Licensed Package, to ensure that you are familiar with the most current version. You agree to use and continue to use the Site and the Licensed Package in a manner consistent with all applicable laws and regulations and in accordance with this EULA.

## 1 DEFINITIONS AND INTERPRETATION

**1.1** The definitions and rules of interpretation set out in this clause apply in this EULA.

**Axco** means Axco Insurance Information Services Limited, a company registered in England and Wales with company registration number 03073807 whose registered office is at 10 Whitechapel High Street, London, E1 8QS, United Kingdom;

**Indemnify** means to indemnify, and keep indemnified, on a full indemnity basis, against any and all claims, liabilities, costs, proceedings, damages, costs and expenses (including legal and other professional fees and expenses);

**Intellectual Property** means patents, patent applications; copyrights, copyright applications and copyright registrations; database rights; trademarks, trademark applications, trademark registrations; trade secrets and all other intellectual property and proprietary information rights as may exist now or hereafter come into existence; all modifications, continuations, renewals and extensions of any of the foregoing; any of the foregoing arising under the laws of any country, state or jurisdiction in the world;

**Licensed Package** means any reports, data or other information supplied by Axco (directly or indirectly) to you (and any part of the same); and Site means any website or portal through which the Licensed Package is made available and/or can be accessed by you.

**1.2** Words in the singular shall include the plural and vice versa.

**1.3** A reference to one gender shall include a reference to the other genders.

**1.4** A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this EULA and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this EULA.

**1.5** Any obligation in this EULA on a person not to do something includes an obligation not to agree or allow that thing to be done.

**1.6** References to clauses and schedules are to the clauses and schedules of this EULA; references to paragraphs are to paragraphs of the relevant schedule.

**1.7** Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2 USE OF THE LICENSED PACKAGE**

**2.1** You may have access to and use the Licensed Package on a non-exclusive, non-assignable, non-transferable basis in accordance with this EULA. You may not sublicense or otherwise transfer or assign any of the rights granted hereunder.

**2.2** You may not allow any third party to access or use all or any part of the Licensed Package unless obliged by law or the binding.

**2.3** You shall ensure that the Licensed Package (or any part of it) shall not be integrated into any other database created, owned or held by you without the prior written consent of Axco. **2.4** You shall not copy, download or otherwise hold all or any part of the Licensed Package on an intranet or other basis which permits you access to the Licensed Package by any means other than remotely accessing them through the Site.

## **3 INTELLECTUAL PROPERTY**

**3.1** You acknowledge and agree that Axco is the proprietor of all Intellectual Property in the Licensed Package and in all forms in which the Licensed Package is recorded or disseminated (whether or not to you). You further acknowledge and agree that, to the extent that any additions, deletions or alterations made by Axco to the Licensed Package have resulted or will result in the subsistence of any new Intellectual Property, all such rights shall vest in Axco.

**3.2** To the extent that any Intellectual Property in the Licensed Package or any





addition or alteration to them vests in you, whether automatically by operation of law or otherwise, you shall at your own cost do (or procure to be done) all acts and things and shall execute (or procure to be executed) all documents required to assign to Axco such Intellectual Property and any and all rights attaching or arising in relation thereto.

#### **4 CONFIDENTIALITY**

**4.1** You undertake to us that you shall not disclose any confidential information which you may have or acquire (whether oral, written or in any other form) as a result of or pursuant to this EULA and your access to and use of the Licensed Package (and for the purposes of this clause, the Licensed Package and any part of any version thereof shall be considered confidential information) including the terms of this EULA, save that this clause shall not apply to the disclosure of information required to be disclosed by law, binding judgment, order or requirement of any court of competent jurisdiction or other competent authority, disclosure in confidence to your professional advisers for a purpose reasonably incidental to this EULA or information which comes into the public domain (other than as a result of breach of this clause).

**4.2** You will Indemnify Axco against any breach of this clause 4.

#### **5 WARRANTY AND DISCLAIMER**

**5.1** Axco warrants that it is the proprietor of the Intellectual Property in the Licensed Package. Axco further warrants that it has the right to license the Licensed Package and agrees to Indemnify you in the event of any action brought or threatened against you based on an allegation that the Licensed Package infringes the intellectual property rights of any third party (unless such action is brought or threatened as a direct or indirect result of your negligence or your breach of this EULA).

**5.2** To the fullest extent permitted by law, we do not warrant or guarantee that use of the Licensed Package will be uninterrupted or error free, that defects in the Licensed Package will be corrected or that files available for access at or downloading from the Site, a network or contained in a CD- ROM or other computer media will be free of viruses or other code manifesting destructive properties.

**5.3** The Licensed Package and amendments made thereto by Axco are compiled from sources which Axco, in its sole discretion, considers to be reliable and are expressions of their opinion. Although Axco shall make all reasonable efforts to ensure the accuracy of the Licensed Package as amended from time to time, you acknowledge and accept that the Licensed Package is provided 'as is'.

**5.4** To the fullest extent permitted by law Axco, including any of its contractors, employees and agents, shall not be liable for any direct,

indirect, incidental, special or consequential damages of any nature whatsoever (including without limitation damages for loss of business profits, business interruption, loss of programs or information) relating to: the Licensed Package or any results obtained from its use; the use or inability of any person to use the Site,

any programs, network, CD-ROMs or other media through which the Licensed Package is made available; or any claim attributable to any error, omission, or inaccuracy contained in the Licensed Package.

**5.5** You acknowledge and agree that the Site is not created, maintained, or provided by or on behalf of Axco and therefore:

**5.5.1** Axco shall accept no liability for any loss or damage that might occur, howsoever arising, as a result of your use of the Site or any of its contents (including but not limited to the Licensed Package);

**5.5.2** Axco cannot and does not guarantee that your use of the Site or any websites accessible through it will not cause damage to your computer or otherwise;

**5.5.3** Axco cannot and does not guarantee that your use of the Site will be uninterrupted, timely, secure and/or error free; and

**5.5.4** it is your responsibility to ensure that the right equipment is available for you to use the Site and to filter out anything that may damage it. Axco shall not be liable to you or any other person for any loss or damage which may arise to computer or other equipment as a result of using the Site.

## **6 GENERAL PROVISIONS**

**6.1** Except as expressly stated in this EULA and to the extent permissible by law, all terms, conditions, warranties, undertakings and representations implied by statute, common law, custom, trade usage or otherwise are expressly excluded.

**6.2** The rights of the parties under this EULA are, unless stated otherwise, cumulative and shall be without prejudice to any other rights or remedies available to them.

**6.3** If all or any part of any provision of this EULA shall be invalid or unenforceable, then any enforceable remainder of such provision and all other provisions of this EULA shall remain valid and enforceable.

**6.4** No amendment or variation of the terms of this EULA shall be effective unless it is made or confirmed in writing by both parties.

**6.5** You may not assign, transfer, charge, make the subject of a trust or otherwise deal with any of your rights hereunder without Axco's prior written consent.

**6.6** Axco may, in its absolute discretion, assign, transfer, charge, make the subject of a trust or otherwise deal with any of its rights hereunder without requiring consent.

**6.7** Save for any intermediary through whom Axco is making the Licensed Package available to you, a person who is not a party to this EULA shall not have any right to enforce this EULA or any agreement or document entered into pursuant to this EULA by virtue of the Contracts (Rights of Third Parties Act) 1999.

**6.8** This EULA shall be construed in accordance with English law and the parties

hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with this EULA.

**6.9** Your access to and use of the Licensed Package granted by this EULA is terminable with immediate effect at any time at the absolute discretion of Axco.

## Schedule 2

- 2.1 The Parties hereby acknowledge that Licensee shall be the controller, and that the Company shall be the processor, in respect of the Licensee Additions Data where the Licensee has agreed in writing with the Company that it will provide the Licensee Additions functionality. The details of the processing to be carried out by the Company as data processor are as follows (and the Licensee acknowledges and agrees that all such details, together with any details set out in the Order Form are accurate and comprehensive):
- 2.1.1 **Subject-matter.** The Company's provision of functionality within the Platform allowing for Licensee's Additions to be uploaded by Users.
  - 2.1.2 **Nature and Purpose.** Allowing Users to store and access Licensee's Additions within the Platform which may include personal data.
  - 2.1.3 **Duration.** For the duration of this Agreement and thereafter until deleted or returned by the Company in accordance with this Agreement (or as otherwise agreed between the Licensee and the Company).
  - 2.1.4 **Types of Personal Data.** Data relating to Users as contained within the Licensee's Additions.
  - 2.1.5 **Categories of Data Subject.** Users uploading Licensee's Additions.
- 2.2 This clause 12 shall be read in accordance with Data Protection Law, and in the event that any term, condition or provision of this clause is deemed invalid, unlawful, unenforceable or non-compliant with Data Protection Law to any extent, it shall be deemed modified to the minimum extent necessary to make it valid, legal, enforceable and compliant under Data Protection Law whilst maintaining the original intention of this clause.
- 2.3 Where, in respect of any such personal data, the Licensee is a data processor on behalf of a third party, the Licensee warrants that the Licensee's instructions and actions regarding such personal data (including the appointment of the Company as a data processor) have been authorised by such third party. The subject-matter, nature and purpose of processing by the Company, the duration of the processing and the types of personal data and categories of data subject are as described in this Agreement.
- 2.4 The Licensee acknowledges and agrees all such details are accurate and comprehensive.
- 2.5 Accordingly, the Company shall, where it acts as a data processor on behalf of the Licensee (which shall only be the case where the Licensee has agreed in writing with the Company that it will provide the Licensee Additions functionality, or the parties have otherwise expressly agreed in writing that the Company shall act as a data processor):
- 2.5.1 process that personal data only on the written instructions of the Licensee (and the Licensee hereby instructs the Company to process that personal data as required to

perform its obligations under this Agreement) unless the Company is required by the laws of England and Wales or of any member of the European Union or by the laws of the European Union applicable to the Company to process personal data (Applicable Laws). Where the Company is relying on Applicable Laws as the basis for processing personal data, the Company shall notify the Licensee of this before performing the processing required by the Applicable Laws unless those Applicable Law prohibit the Company from so notifying the Licensee;

- 2.5.2 ensure that it has in place appropriate technical and organisational measures as required by Data Protection Law;
- 2.5.3 ensure that all its personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- 2.5.4 not transfer any personal data outside of the European Union and the UK unless the prior written consent of the Licensee has been obtained (save that where any personal data held by the Company is accessed by or on behalf of the Licensee from outside the European Union and the UK, the Licensee hereby instructs the Company to permit such access);
- 2.5.5 taking into account the nature of the processing, assist the Licensee, at the Licensee's cost, in responding to any request from a data subject (insofar as this is possible) and in ensuring compliance with the Licensee's obligations under Data Protection Law with respect to (taking into account the information available to the Company) security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 2.5.6 notify the Licensee without undue delay on becoming aware of a personal data breach, and (in regard to its obligations under clause 12.15.8 immediately inform the Licensee if (in the Company's opinion) an instruction of the Licensee's infringes Data Protection Law;
- 2.5.7 at the written direction of the Licensee, delete or return personal data and copies thereof to the Licensee on termination of this Agreement (subject to clause 7.3 of the Subscription Service Specification regarding deletion) unless required by Data Protection Law to store the personal data; and
- 2.5.8 make available to the Licensee all information necessary to demonstrate its compliance with this clause 15 and Data Protection Law (which shall remain the Company's confidential information and which the Licensee shall not disclose or use other than to confirm the Company's compliance with Data Protection Law) and allow for and contribute to audits by the Licensee or the Licensee's designated auditor at the Licensee's expense, on reasonable written notice during business hours and subject to such reasonable measures as the Company (or any sub-processor) requires in relation to its security and confidentiality requirements and not causing disruption to its business activities.
  - 2.6 The Licensee specifically authorises the appointment of Pulsant and Microsoft Azure as a sub-processors of the Company and generally authorises the Company to appoint further or alternative sub-processors on such sub-processors' terms of business which incorporate terms which are substantially similar to those set out in this clause. Where the Company appoints or replaces a sub-processor it shall notify the Licensee in advance. If the Licensee wishes to object to such changes, it may do so by providing to the Company written notice of such objection within thirty (30) days of receipt of such original notice. Where the Licensee does not provide written notice of such objection, or continues to use such services following the change, it shall be deemed to have accepted such change. The Company shall remain fully liable for all acts or omissions of any sub-processor engaged by it.
  - 2.7 The Licensee acknowledges that it has undertaken all due diligence it considers necessary in advance of entering into this Agreement and is satisfied that the Company meets the requirements of Data Protection Law in respect of its processing



under this Agreement, and that any further requests for information, guarantees or assistance in this respect may involve additional costs at the Company's standard rates in force from time to time.