

LexisNexis® Academic Subscriber License Agreement

This Agreement (“Agreement”) is entered into by and between LexisNexis Canada Inc., an Ontario corporation with offices at 111 Gordon Baker Road, Suite 900, Toronto, Ontario, M2H 3R1, Canada (“LNC”), and the consortium (“Consortium”) listed below acting on behalf of its member institutions, (each, “Subscribing Institution”).

- Council of Pacific and Prairie University Libraries Room 219 Koerner Library University of Vancouver, British Columbia, V6T 1Z2 (COPPUL),
- Ontario Council of University Libraries, 130 St. George Street, Toronto, Ontario, M5S 1A5 (OCUL),
- The Council of Atlantic University Libraries/ le Conseil des bibliothèques universitaires de l'Atlantique, 84 Chain Lake Drive, Suite 402 Halifax, Nova Scotia, B4S 1A2 (CAUL-CBUA),
- The Alberta Library# 700, 10707 - 100 Avenue NW Edmonton, Alberta, T5J 3M1 (TAL),
- BC Electronic Library Network WAC Bennett Library, Room 7600, Simon Fraser University, 8888 University Drive, Burnaby, BC, V5A 1S6 (BCELN)
- Bureau de coopération interuniversitaire (BCI) 500, rue Sherbrooke Ouest, bureau 200, Montreal, QC H3A 3C6

Each Consortium is authorized to act for and sign this Agreement on behalf of its Subscribing Institution. Each Consortium and Subscribing Institution is responsible only for fulfillment of its individual responsibilities under this Agreement. No Consortium or Subscribing Institution shall be liable for any breach or default of another Consortium or Subscribing Institution.

EFFECTIVE DATE: _____

DEFINITION OF TERMS

Services:	LexisNexis Quicklaw and LexisNexis academic web-based, subscription services for academic institutions, public library systems, and other libraries, including all such services currently offered under this Agreement and any which may be offered under this Agreement in the future.
Subscription:	Access to and use of the Services by a Subscribing Institution in accordance with the terms of this Agreement.
Materials:	All documents, bibliographic records, images, computer files, and other materials accessed through the Services.

Authorized Users:	<p>The following types of users are considered Authorized Users, permitted to use the Service in accordance with the terms and conditions of this Agreement</p> <p>Higher Education Institutions: Enrolled students, active instructors, active faculty, library staff and administrative staff. In addition, unaffiliated walk-in library patrons may be Authorized Users provided that they are using the Services on-site at the Subscribing Institution’s library and all use of the Services is occasional and insubstantial, initiated by the patron, consistent with their use of other library resources, and not deemed by LNC to be detrimental to the interests of the LNC or its content providers. Any person, other than an Authorized Walk-In User, who does not possess an authorized and valid college or university identification, is not an Authorized User.</p> <p>Primary and Secondary Education Institutions: Enrolled students, and current teaching and administrative staff.</p> <p>Public Library Systems: Staff of the library system, registered patrons of the library, library patrons using the Services on-site at the library.</p>
Subscription Period:	Each shall be 12 months, as described in Section 1 below.
Usage Data	Usage statistics covering the online usage of the Services by the Authorized Users.

1. SCOPE, TERM, AND TERMINATION

This Agreement governs all Services currently or in the future licensed to Subscribing Institution under this Agreement.

The Services to be provided under this Agreement will be at the rates set out in the **ATTACHED SPREADSHEET** and are per Subscription Period. Not less than 60 days prior to the end of each Subscription Period, the Consortium, on behalf of the Subscribing Institution, will certify to the current number of full-time equivalent (FTE) or other institution characteristics and the price may change for the next Subscription Period upon 30 days written notice provided by LNC to the Consortium.

This Agreement shall commence on the Effective Date and will continue until terminated by either party (a) immediately upon written notice to the breaching party if any materials breach remains uncured for more than 30 days after the breaching party received written notice identifying the specific breach, or (b) for convenience on the last day of a Subscription Period upon 30 days prior written notice to the other party.

2. CONDITIONS OF USE OF THE SERVICES

The Subscribing Institution agrees to abide by the terms and conditions contained herein for access to and use of the Services to which it currently subscribes and any Services it may subscribe to in the future regardless of whether the Subscription is licensed directly by the Subscribing Institution or by another entity, such as a Consortium, acting on its behalf.

The Agreement must be signed by the Consortium acting on behalf of the Subscribing Institution, before gaining access to or use of the Services. Access to the Services will not be granted until the Agreement is signed.

3. GRANT

LNC hereby grants to the Subscribing Institution and its Authorized Users a non-exclusive, nontransferable, limited license to access and use for educational and research purposes the Services licensed to the Subscribing Institution by means of a Purchase Order, submitted by the Consortium

acting on its behalf. All use of the Materials shall be for the purposes of private study, research, education, distance learning, teaching, and administrative use associated with the normal practices and activities of the Subscribing Institution and consistent with the fair dealing doctrine and exceptions for educational institutions and libraries permitted under the Copyright Act of Canada. Any other use of the Services is STRICTLY PROHIBITED. The Services and any portion thereof shall remain the property of LNC. Neither the Subscribing Institution nor its Authorized Users shall, or allow others to, create derivative products for resale. This license includes for each Authorized User:

- a) The right to electronically display Materials to no more than one person at a time (no dissemination or redistribution via electronic bulletin boards, e-mail distribution lists, intranets, the Internet or similar electronic medium), subject to the Supplemental Terms for Specific Materials found here <https://www.lexisnexis.com/en-us/terms/supplemental.page> and incorporated hereto by reference as Schedule 1, which may be amended from time to time. This does not limit the number of simultaneous users who may access the Services at the same time. However, Authorized Users may display a portion of the Materials at any one time (i.e., cannot display all Materials contained in the Services at one time) to multiple parties for purposes of training and classroom instruction only. For clarity, a portion of the Materials may be used in electronic reserves and virtual learning environments hosted on a Secure Network (only accessible to individual Authorized Users by Secure Authentication), subject to the Supplemental Terms for Specific Materials.
- b) The right to download an insubstantial number of documents retrieved from the Services and store them in machine-readable form, primarily for one person's exclusive use (the Authorized User who downloaded the Materials), to the extent such storage is not further limited or prohibited by the Supplemental Terms for Specific Materials; and
- c) The right to print documents retrieved from the Services.
- d) Materials may be altered or modified as necessary to provide an equivalent level of service to Authorized Users with appropriately documented print or other disabilities.
- e) The Licensed Material may be used as a source for interlibrary loan in accordance with Canadian copyright law and standard library interlibrary loan procedures.
- f) To the extent permitted by Canadian copyright law and not further limited or prohibited by the Supplemental Terms for Specific Materials, Authorized Users, may make copies of Materials retrieved from the Services and distribute such copies. Subscribing Institutions and Authorized Users may (a.) incorporate parts of the Materials in printed or electronic form in assignments, portfolios, theses, dissertations, teaching, conference presentations, and lectures, with appropriate credit; (b.) make full use, with appropriate credit, of the Materials in research and publications for personal, scholarly, educational, or professional use; and (c.) store a single copy of an individual document being part of the Materials, including within secure personal Bibliographic Reference Management Systems. For the avoidance of doubt, reproductions of portions of the Material for library deposit, such as in institutional repositories, and other non-commercial uses, with appropriate credit, are permitted. Also for the avoidance of doubt, none of these activities may be undertaken for Commercial Use.

LNC is responsible for displaying all copyright notices to Authorized Users before printing or downloading of the Materials can occur.

4. OWNERSHIP OF THE SERVICES

All right, title, and interest (including all copyrights and other intellectual property rights) in the Services (in both print and machine-readable forms) belong to LNC or its third party suppliers of Materials. The Subscribing Institution acquires no proprietary interest in the Services, Materials, or copies thereof.

Neither the Subscribing Institution nor its Authorized Users may use, or permit others to use, the

Services or Materials in any fashion that infringes the copyrights or proprietary interests therein. Authorized Users may not remove or obscure the copyright notice or other notices contained in the Materials.

5. RESTRICTIONS

(a) Authorized Users may not use the Materials to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

(b) **Security.** Use of the Services for commercial purposes is strictly prohibited. Access to the Services shall not be shared with unauthorized users under any circumstances whatsoever. Any unauthorized access permitted by the Subscribing Institution or its Authorized Users is prohibited. The Subscribing Institution will use reasonable efforts to prevent unauthorized users from accessing or using the Services.

(c) All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

(d) **Privacy.** LNC's ability to provide the Materials is regulated by privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). LNC agrees to comply with all applicable Canadian privacy laws such as the *Freedom of Information and Protection of Privacy Act* and the *Act respecting Access to documents held by public bodies and the Protection of personal information* (RLRQ, Chapter A-2.1). Subscribing Institution and any Authorized User acknowledge and agree that information provided to LNC during account registration or otherwise may be stored and processed outside of Canada where LNC affiliates and service providers maintain services and facilities, for the purposes of supporting the customer relationship with LNC and in accordance with LNC's privacy policy, which is available at <https://www.lexisnexis.com/global/privacy/en/privacy-policy-ca.page> ("LexisNexis Canada Privacy Policy"). LNC takes steps, including through contracts, intended to ensure the information continues to be protected wherever it is located in a manner consistent with the standards of protection required under Canadian law. Subscribing Institution agrees to comply with all applicable laws and regulations in supplying any personal data/information to LNC, including providing any required notices and obtaining any required consents, permissions and authorizations for LNC processing such personal data. If and to the extent that Authorized Users provide their personal data to LNC during account registration or otherwise, the parties acknowledge that such information will be processed by LNC in accordance with the LexisNexis Canada Privacy Policy.

LNC shall collect Usage Data according to industry standards. Such Usage Data shall be compiled in a manner consistent with applicable privacy and data protection laws and as may be agreed between the parties from time to time, and the information about Authorized Users and the confidentiality of their searches shall be fully protected.

Subscribing Institutions are permitted to share Usage Data. LNC shall not disclose or sell to other parties Usage Data about the Subscribing Institutions or Authorized Users without the Consortium's permission.

For clarity, LNC agrees that no personally identifiable information, including but not limited to log-ins recorded in system logs, IP addresses of authorized Users accessing the system, saved searches, usernames and passwords, will be shared with non-affiliated third parties without the prior written consent of the Subscribing Institutions and Authorized Users as appropriate, or as otherwise permitted by the applicable privacy legislation, such as the Freedom of Information and Protection of Privacy Act, or to perform services as required under the Agreement

(e) Other provisions that govern Authorized Users use of the Services are set forth in the

Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Services (collectively, the “Additional Terms”), all of which are incorporated by reference into this Agreement.

6. ACCESS TO THE SERVICES

LNC shall provide access to and use of the Services for Authorized Users only. The Subscribing Institution will not actively promote the use of the Services to unauthorized users. Access to the Services must be strictly controlled and limited to Authorized Users by one or more of the following methods:

- Internet Protocol (“IP”) domain address filtering, whereby the Subscribing Institution provides LNC with IP addresses registered to the Subscribing Institution and vouchsafes that these IP addresses are associated only with sites controlled by the Subscribing Institution.
- Proxy Server IP address filtering, whereby the Subscribing Institution provides LNC with IP addresses of a proxy server belonging to or operated on behalf of the Subscribing Institution and vouchsafes that proxy server access is granted only to Authorized Users located at the Subscribing Institution or to remote users that have been authenticated as Authorized Users by the Subscribing Institution, using a secure patron authentication system.

7. COPYRIGHT/TERMS AND CONDITIONS

Subscribing Institution hereby acknowledge that all copyright and title to the Materials and organization are and remain the property of LNC or its third party suppliers of Materials, Subscribing Institution will use reasonable efforts to ensure that all Authorized Users are informed of these terms and conditions. Any exceptions are identified in this Agreement. Subscribing Institution agrees to communicate the substance of the following statement (which may be changed in whole or in part by LNC from time to time), to its users periodically:

“LexisNexis online services and the materials contained therein are under copyright by LexisNexis. All rights reserved. No part of these Services may be used except for research purposes, and the Services may not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of LexisNexis Canada. Materials retrieved from the Services may not be duplicated in hard copy or machine-readable form without the prior written authorization of LexisNexis Canada , except that limited reproduction of output is permitted solely for individual use by the Authorized User or internal distribution within the Subscribing Institution in accordance with the terms of this Agreement unless further limited or prohibited by the **Copyright Act**. Under no circumstances may the Materials or any portion thereof be used to create derivative products or services.”

8. WARRANTY

LNC represents and warrants that it has the full right and authority to make the Services available to the Subscribing Institution and its Authorized Users pursuant to this Agreement.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT THE SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS AND LNC, AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage

of any kind resulting in any way from (a) any errors in or omissions from the Services or any Materials available or not included therein, (b) the unavailability or interruption of the Services or any features thereof, (c) the Subscribing Institution's or Authorized User's use of the Services (regardless of whether assistance was received from a Covered Party in using the Services), (d) the Subscribing Institution or Authorized User's use of any equipment in connection with the Services, (e) the content of the Services, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

"Covered Party" means (a) LNC, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign LNC or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. THE SUBSCRIBING INSTITUTION'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES, WHICH THE SUBSCRIBING INSTITUTION MAY HAVE AGAINST ANY COVERED PARTY.

THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

10. MISCELLANEOUS

10.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes any and all prior agreements, understandings, representations, promises or warranties whether written, oral or otherwise.

10.2 These terms and conditions, including the Supplemental Terms for Specific Material, may be immediately changed by LNC providing Subscriber with written notice or, from time to time, by written agreement between the parties. The Subscribing Institution's license for access to the Services may be terminated immediately upon written notice to LNC if any change is unacceptable. In the event of a material breach that remains uncured, LNC or the Subscribing Institution may terminate the subscription for access to the Services. The effective date of termination will be 30 days from the date notice of the specific breach is provided in the event of a material breach pursuant to Sections 3, 5, or 6 by the Subscribing Institution or an Authorized User, LNC reserves the right to immediately suspend Subscribing Institution's access to and use of the Services without prior notice and to pursue any legal remedies available to LNC.

10.3 If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect any of the other provisions of this Agreement and the parties will endeavor to replace the provision with a valid, lawful or enforceable one that most closely embodies the original intentions of the parties. Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power.

10.4 Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion,

insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.

10.5 Headings are for the convenience of the parties and have no legal effect.

10.6 If any federal or provincial sales taxes apply to this Agreement, such taxes shall be charged to the Consortium as applicable. If such party is exempt from any such taxes, the tax shall not be charged upon receipt of a certificate of exemption.

10.7 Consortium may not assign this Agreement without the prior written consent of LNC, which consent will not be unreasonably withheld.

10.8 Neither party may bring an action against the other party beyond two (2) years after the cause of action has occurred.

10.9 This Agreement shall be governed by the law of the Province of Ontario without giving effect to its conflict of laws principles.

10.10 The following clauses shall survive the cancellation, expiration, or other termination of this Agreement: 4, 5, 7 and 9.

AGREED TO AND ACCEPTED BY:

BC Electronic Library Network

BY: _____
NAME: _____
TITLE: _____
DATE: _____

LexisNexis Canada Inc.

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Council of Pacific and Prairie
University Libraries

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Ontario Council of University Libraries

BY: _____
NAME: _____
TITLE: _____
DATE: _____

The Council of Atlantic University Libraries

BY: _____
NAME: _____
TITLE: _____
DATE: _____

The Alberta Library

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Bureau De Cooperation Interuniversitaire

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Supplemental Terms & Conditions

for use of the LexisNexis Services

October 21, 2021

LexisNexis® Services

SUPPLEMENTAL TERMS FOR SPECIFIC MATERIALS

These Supplemental Terms for Specific Materials contain terms applicable to certain Materials. You may not have access to all of the Materials referenced herein.

1. A.M. Best Company, Inc.

Best's Company Reports are copyrighted by A.M. Best Company, Inc. and are provided for Subscriber's internal use. Information or materials electronically retrieved and/or printed from Best's Company Reports may be duplicated for limited purposes such as use in documents or briefs filed with courts, administrative boards, other governmental agencies, and with counsel in such matters. However, you may not publish, broadcast, sell or otherwise redistribute this material for commercial purposes.

Information included in Best's Company Reports is obtained from each company's sworn financial statement as filed with the Insurance Commissioner of the state in which the company is domiciled and licensed to conduct business. While the information in Best's Company Reports was obtained from sources believed to be reliable, its accuracy is not guaranteed.

Best's Ratings reflect A.M. Best Company's current and independent opinion of the financial strength and operating performance of an insurer relative to the standards established by A.M. Best Company. Best's Ratings are not a warranty of an insurer's current or future ability to meet its obligations to policyholders, nor are they a recommendation of a specific policy form, contract rate or claim practice.

A.M. Best Company makes no warranties, expressed or implied, including those of merchantability or fitness for a particular purpose. In no event shall A.M. Best Company have any liability for lost profits or incidental or consequential damages.

2. Australian Broadcasting Corporation Materials

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes. You may not modify the information found in Australian Broadcasting Corporation materials without the express permission of the Australian Broadcasting Corporation. The "wave" device is a trademark of the Australian Broadcasting Corporation. It may not be used without the prior, specific, written permission of the Australian Broadcasting Corporation.

3. Axel Springer AG/Jüdische Presse gGmbH Materials

Important: Your ordering and use of Axel Springer ("DBL") and Jüdische Presse gGmbH "JA" products is subject to the following Terms of Use:

- a. The products are licensed to you for your internal use only. The products shall not be reproduced, revealed or made available in whole or in part to anyone else unless required by law. You acknowledge that the products are subject to the copyright and other proprietary rights of DBL and JA and you will not commit or permit any act or omission that would impair such rights.
- b. DBL NOR JA GUARANTEES OR WARRANTS THE PRODUCTS OR THE SYSTEM IN ANY WAY. NEITHER DBL NOR JA SHALL BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY DBL's OR JA's NEGLIGENT ACTS OR OMISSIONS IN PREPARING OR DELIVERING THE PRODUCTS OR IN DOING ANYTHING RELATED THERETO. NEITHER DBL NOR JA WILL BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- c. IF, NOTWITHSTANDING THE ABOVE, EITHER OR BOTH DBL OR JA IS HELD TO BE LIABLE, THE AMOUNT OF SUCH LIABILITY SHALL NOT EXCEED \$10,000 (USD).

4. Axel Springer AG Materials

Your use of Axel Springer AG Materials is subject to the following terms of use:

- a. The materials are made available for your internal use only. The materials shall not be reproduced, revealed or made available in whole or in part to anyone else, unless required by law. You acknowledge that the materials are subject to the copyright and other proprietary rights of Axel Springer AG and you will not commit or permit any act or omission that would impair such rights.
- b. AXEL SPRINGER AG DOES NOT GUARANTEE OR WARRANT THE MATERIALS OR THE LEXISNEXIS SYSTEM IN ANY WAY. AXEL SPRINGER AG SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY AXEL SPRINGER AG'S NEGLIGENT ACTS OR OMISSIONS IN PREPARING OR DELIVERING THE MATERIALS OR IN DOING ANYTHING RELATED THERETO. AXEL SPRINGER AG WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. IF, NOTWITHSTANDING THE ABOVE, AXEL SPRINGER AG IS HELD TO BE LIABLE, THE AMOUNT OF SUCH LIABILITY SHALL NOT EXCEED \$10,000 (USD).

5. Barclays Official California Code of Regulations

BARCLAYS MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS; AND

BARCLAYS ASSUMES NO LIABILITY WHATSOEVER WITH RESPECT TO ANY USE OF BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS OR ANY PORTION THEREOF OR WITH RESPECT TO ANY DAMAGES WHICH MAY RESULT FROM SUCH USE.

6. Bundesanzeiger Verlagsgesellschaft mbH Materials

In the course of collecting, digitizing, formatting and structuring these materials, errors may occur in the edited data record and such data record may deviate from the original source, which errors and deviations are beyond the control and detection of Bundesanzeiger Verlagsgesellschaft mbH. It is not possible to perfectly check the correctness, reliability and completeness of these materials and their error-free correspondence with the entries in the commercial registers. Bundesanzeiger Verlagsgesellschaft mbH does not guarantee the correctness, reliability and completeness of the material or the error-free correspondence between the material and commercial register sources. BUNDESANZEIGER VERLAGSGESELLSCHAFT MBH DOES NOT WARRANT THE COMPLETENESS AND CORRECTNESS OF THESE MATERIALS OR THEIR CORRESPONDENCE TO THE ENTRIES IN THE COMMERCIAL REGISTERS.

Notwithstanding the foregoing, Bundesanzeiger Verlagsgesellschaft mbH does assure that the materials have been drawn up in accordance with the principles of due commercial diligence applicable in Germany.

7. Canadian Federal Courts Reports Materials

The decisions and reasons for decision of the Federal Court and of the Federal Court of Appeal as published in the Federal Courts Reports by the Office of the Commissioner for Federal Judicial Affairs fall within the terms of the Reproduction of Federal Law Order, and may be reproduced, in whole or in part and by any means, without further permission. The captions, headnotes, lists of statutes and regulations, and cases judicially considered and authors cited do not fall within the terms of the Reproduction of Federal Law Order. They may be reproduced for personal use only, without further permission. They may not be reproduced for commercial purposes without permission from the Minister of Public Works and Government Services Canada, on behalf of the Office of the Commissioner for Federal Judicial Affairs. Any reproduction or any

other use of the decisions, reasons for decision, captions, headnotes, lists of statutes and regulations, or cases judicially considered and authors cited must be properly attributed to the Office of the Commissioner for Federal Judicial Affairs. No such attribution shall indicate that the Office of the Commissioner for Federal Judicial Affairs is in any way responsible for the accuracy or reliability of the reproduction or other use; nor shall any such attribution indicate that the reproduction or other use was made with the endorsement of or in affiliation with the Office of the Commissioner for Federal Judicial Affairs. The Office of the Commissioner for Federal Judicial Affairs assumes no responsibility for the accuracy or the reliability of any reproduction of the materials appearing herein.

Les décisions et les motifs de décision de la Cour fédérale et de la Cour d'appel fédérale tels que publiés dans le Recueil des décisions des Cours fédérales par le Bureau du Commissaire à la magistrature fédérale sont visés par le Décret sur la reproduction de la législation fédérale et peuvent être reproduits en totalité ou en partie par quelque moyen que ce soit sans autre autorisation. Les rubriques, les sommaires, les listes des lois et règlements cités, ainsi que les listes de la jurisprudence citée et la doctrine citée ne sont pas visés par le Décret sur la reproduction de la législation fédérale. Ils peuvent être reproduits à des fins personnelles seulement, sans autre autorisation mais ne peuvent pas l'être à des fins commerciales sans l'autorisation du Ministre des Travaux publics et Services gouvernementaux Canada, au nom du Bureau du Commissaire à la magistrature fédérale. Toute reproduction ou tout usage des décisions, des motifs de décision, des rubriques, des sommaires, des listes des lois et règlements cités, des listes de la jurisprudence citée et de la doctrine citée doit mentionner le Bureau du Commissaire à la magistrature fédérale comme source. Aucune mention ne doit indiquer que le Bureau du Commissaire à la magistrature fédérale répond de quelque manière que ce soit de l'exactitude ou de la fiabilité de cette reproduction ou de cet usage. De plus, aucune mention ne doit indiquer que cette reproduction ou cet usage a été sanctionné par le Bureau du Commissaire à la magistrature fédérale ou réalisée en collaboration avec celui-ci. Le Bureau du Commissaire à la magistrature fédérale décline toute responsabilité quant à l'exactitude ou la fiabilité de toute reproduction ou de tout usage des renseignements contenus en l'espèce.

8. Company Intelligence Database and Gale Company Briefs Database

Gale Group, Inc. ("GALE") does not guarantee or warrant the accuracy or completeness of the materials identified immediately above and will not be responsible for any claim of any person attributable to errors, omissions or other inaccuracies of any part of such materials.

You must seek written authorization from GALE to use the materials identified immediately above in any way not specified in the General Terms and Conditions.

9. Consumer Reports®

Consumers Union never allows its ratings, name or work, including this material, to be used as an endorsement or commercial tie-in with any product or service or for any commercial, promotional or advertising use. Consumers Union takes all steps open to it to prevent misuse of its work or name.

10. CQ-Roll Call, Inc. (including Congressional Quarterly and FDCH Materials)

These materials are not legal transcripts for purposes of litigation

11. Creditsafe Business Solutions Limited Materials

You may not download in excess of 500,000 Company Records containing or comprising the Licensed Materials (or any result/ output derived therefrom) whether in one or multiple supplies, selections, requests or downloads in any twelve-month period.

12. Dun & Bradstreet, Inc.

Important: Your ordering and use of Dun & Bradstreet, Inc. ("D&B") products is subject to the following D&B Terms of Use:

- a. The products are licensed to you for your internal use only. They may be used by you solely as one factor in your credit, insurance, marketing or other business decisions. You are expressly prohibited from using the products as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family or household purposes, or (ii) employment. You agree not to use the D&B Data to engage in unfair or deceptive practices.
- b. The products shall not be reproduced, revealed, or made available in whole or in part to anyone (including voluntarily in legal proceedings) else unless required by law. You may retain D&B materials accessed through LexisNexis for up to 12 months, after which you shall immediately delete, destroy or return all originals and copies of such D&B materials, except such materials as you may be required, by applicable law or government regulation for backup purposes - - materials retained for such backup purposes shall not be used for any other purpose and shall be destroyed promptly after the retention period required by such law or regulation expires.
- c. D&B and its third party information providers make no representations or warranties of any kind with respect to the products, including but not limited to, the accuracy, completeness, timeliness, merchantability or fitness for a particular purpose of the products or of the media on which the product is provided and you agree that D&B and its third party information providers shall not be liable to you for any loss or injury arising out of or caused, in whole or in part, by negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the products.
- d. You agree that D&B and its third party information providers will not be liable for consequential, incidental, special, punitive or other indirect damages, even if advised of the possibility of such damages. You also agree that D&B's and its third party information providers' aggregate liability, if any, for any and all losses or injuries to you arising out of any acts or omissions of D&B and its third party information providers in connection with a particular order or service, regardless of the cause of the loss or injury (including negligence) and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount paid by you for the products or \$5000, whichever is greater, and you covenant and promise not to sue D&B and its third party information providers for an amount greater than such sum.
- e. D&B does not guarantee that certain marketing information collected on individual business contacts meets the requirements of any applicable local, state, federal or international law, rule or regulation related to its usage including, but not limited to, wireless suppression lists, wireless domain lists, commercial e-mail laws, telemarketing laws and "Do-Not-Call" lists. Certain marketing information collected on individual business contacts has not been obtained directly from the data subjects and the data subjects have not opted in or otherwise expressly consented to having their information sold for marketing purposes.
- f. You acknowledge and agree that the products are proprietary to D&B and comprise: (a) works of original authorship, including compiled information containing D&B's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential and trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money, such that misappropriation or unauthorized use by others for commercial gain would unfairly or irreparably harm D&B. You agree that you will not commit or permit any act or omission by your agents, employees, or any third party that would impair D&B's copyright or other proprietary and intellectual rights in the products. You will not use any D&B trade names, trademarks, service marks or copyrighted materials in listings or advertising in any manner without the prior written approval of D&B.

13. Dun & Bradstreet Limited (formerly ICC Databases)

1. You may use the Dun & Bradstreet Limited supplied data, information and services for research purposes only, and may not publish, reproduce, reprint, broadcast or otherwise make available or sell any material contained in said data, information or services whether in hardcopy, electronically transmitted or any other form, and whether for commercial, educational or other purpose, other than your own internal purposes.
2. Dun & Bradstreet Limited uses extensive procedures to ensure that its data, information and services contain a fair representation or interpretation of the original material from which the data, information and services were drawn, but Dun & Bradstreet Limited shall not for any reason whatsoever be held

responsible for any damage, loss, cost, claim or expense incurred by you as a result of your use or reliance upon, or interpretation of, any material contained in the data, information or services.

14. Online Services, Materials or Content that makes use of any EXARI® document automation software

1. **APPLICABILITY.** These Supplemental Terms apply whenever you access or use any Online Services, Materials or Content that makes use of any EXARI® document automation software (the “Software”). These Supplemental Terms supplement and form a part of the LexisNexis Order Form, the General Terms and Conditions, and, where applicable, Site Terms and Conditions. To the extent of any conflict between these Supplemental Terms and any other applicable agreement, terms or form, these Supplemental Terms shall control.
2. **SUPPLIER STATUS.** Exari Systems, Inc. and its affiliates, as the suppliers of the Software, are collectively deemed a “supplier” and a “supplier of Materials” under, and a third party beneficiary of, the General Terms and Conditions and under certain provisions specified in the Site Terms and Conditions. Such supplier, on its own behalf and without LexisNexis, may assert and enforce such provisions directly against you. However, nothing in the General Terms and Conditions, the Site Terms and Conditions, or these Supplemental Terms (or any Order Form related thereto) creates, or shall be construed to create, any obligation on the part of such supplier to you or to give you any rights against such supplier.
3. **RESTRICTION.** You may not access or use, or allow anyone to access or use, any Online Services, Materials, or Content that makes use of any Software if you develop, sell or promote any document automation or assembly product or plan to do so.
4. **CONFIDENTIALITY.**
 1. 4.1. In addition to all provisions relating in any way to confidentiality in the General Terms and Conditions and in the Site Terms and Conditions, you and the Authorised Users may not disclose, publish, publicly display, or distribute all or any part of any Software.
 2. 4.2. For purpose of enforcing these Supplemental Terms (and no other), the Order Form and the Agreement may be disclosed to Exari Systems, Inc and its affiliates or its professional advisors
5. **ADDITIONAL DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXARI SYSTEMS, INC AND ITS SUPPLIERS EXCLUDE AND DISCLAIM ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS RELATING TO THE ONLINE SERVICES, MATERIALS OR CONTENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING BY CUSTOM OR TRADE USAGE.
6. **NOT LEGAL ADVICE.** IT IS YOUR AND EACH AUTHORISED USER’S RESPONSIBILITY TO REVIEW AND DETERMINE THE SUITABILITY OF ANY DOCUMENT GENERATED FROM THE ONLINE SERVICES, MATERIALS, OR CONTENT, AND TO CONSULT THEIR OWN INDEPENDENT LEGAL ADVISER BEFORE USING ANY SUCH DOCUMENT. NEITHER EXARI SYSTEMS, INC NOR ITS SUPPLIERS WARRANT OR GUARANTEE THAT ANY SOURCE DOCUMENT, AUTOMATED TEMPLATE, RESULTING DOCUMENT OR OTHER DOCUMENT INCLUDED WITH OR GENERATED FROM THE ONLINE SERVICES, MATERIALS, OR CONTENT IS ACCURATE, COMPLETE, UP TO DATE, LEGAL, LEGALLY EFFECTIVE, VALID UNDER THE LAWS OF ANY JURISDICTION OR FIT FOR ANY PURPOSE WHATSOEVER. BY MAKING THE ONLINE SERVICES, MATERIALS, AND CONTENT AVAILABLE, NEITHER EXARI SYSTEMS, INC NOR OUR SUPPLIERS IS PROVIDING LEGAL ADVICE, AND YOU AND THE AUTHORISED USERS SHALL NOT USE THE ONLINE SERVICES, MATERIALS, OR CONTENT AS A SUBSTITUTE FOR LEGAL ADVICE.
7. **MISCELLANEOUS.**
 1. 7.1. ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS CONTAINED IN THIS AGREEMENT APPLY EVEN IF ANY PERSON IS INFORMED IN ADVANCE OF THE POSSIBILITY OF ANY DAMAGES.
 2. 7.2. You acknowledge that a breach by you or by Authorised Users of this agreement relating to confidentiality or the intellectual property of Exari Systems, Inc or its suppliers may cause irreparable harm to Exari Systems, Inc or its suppliers, as the case may be. In order to prevent or limit the harm of any such breach or anticipated breach, you agreed that we Exari Systems,

Inc or its supplier, as the case may be, will be entitled to apply for immediate injunctive or other equitable relief (including ex parte relief) from a court of competent jurisdiction, without any additional findings of irreparable injury or the posting of any bond or security. No provision in the General Terms and Conditions or the Site Terms and Conditions, or in any Order Form relating thereto, that apply solely to a book or CD product shall not apply to the Software.

15. Experian Data – Applicable Only To Those Subscribers Who Have Access to GLBA Regulated Credit Header Data

- VIN Gateway Services Direct Auto Market Restrictions

In no event may you or any of your Authorized Users sell, license or otherwise provide any VIN Gateway Services or LN products or services using the VIN Gateway Data to any entity that is engaged in any of the following business activities: (i) vehicle dealers; (ii) vehicle original equipment manufacturers; (iii) vehicle auction companies; (iv) automotive portals, or (vii) automotive aftermarket suppliers, including the sales and marketing functions of such companies (“Direct Auto Market”), except to the following departments of such entities: (i) the legal, collections, human resources or other corporate support departments/functions of such Direct Auto Market companies, (ii) financial institutions, or (iii) automobile finance companies. Additionally, use of the VIN Gateway Data for any of the following purposes is prohibited:

1. Recall/Advisory Activities: Using VIN Gateway Data to identify specific vehicle owners’ names and addresses (typically all owners linked to a range of VIN numbers) for the purpose of notifying them of a product recall or safety advisory issued by an auto manufacturer, supplier or agent.
2. Warranty Activities: Using VIN Gateway Data to identify specific records, (e.g. odometer readings, transfer of ownership) associated with a VIN number to identify whether or not a vehicle is still under warranty and providing this determination to, or in connection with, motor vehicle manufacturers, independent warranty or service contract providers.
3. Customer Surveys: Using VIN Gateway Data to identify owners of a specific make, model and/or category of vehicles for the purpose of conducting primary consumer research (e.g. telephone interviews, mail surveys) to determine consumer automobile preferences and /or vehicle purchasing trends.
4. Vehicle Statistics: Using VIN Gateway Data to compile periodic new and/or used vehicle statistics (e.g. recent sales, vehicles in operation) by geography, vehicle classification, dealer, lender, and/or make/model for the purpose of automobile market share reporting for manufacturers and dealer, indirect lending market share reporting for automotive lenders, retail site planning, promoting automotive brands or dealerships to consumers, and/or dispute resolution between retailers and manufacturers.
5. Share of Garage Analysis: Using VIN Gateway Data to determine the current vehicles owned by an individual, household or group for the purposes of market research or direct marketing, or determining vehicle purchasing patterns over time (e.g. frequency of purchases, loyalty to specific brands).
6. Vehicle Ownership Profiles/Modeling: Using VIN Gateway Data to build direct marketing models for the purpose of promoting vehicles and auto financing products to consumers.
7. Vehicle History Reports: Augmenting VIN Gateway Data with accident data, odometer readings, emission readings or state issued vehicle brand data for the purpose of developing a ‘Vehicle History Report’ competing against AutoCheck and CARFAX by providing vehicle valuations to potential buyers, seller, dealers, Original Equipment Manufacturers, auction houses or financiers of automobiles. This in no way limits use of the VIN Gateway Data to verify the vehicles owned by a consumer or business or to assess the value of vehicles during the process of underwriting, policy auditing, adjusting, examining or settling of a property claim. Furthermore, Subscriber shall not provide, sell or license the branded title indicator or lease/lienholder information to any End User/Distributor outside of the insurance industry.
8. Fleet Marketing: Using VIN Gateway Data for the purpose of direct marketing to identify and target businesses who own vehicle fleets.

9. Direct Marketing: Using the Licensed Data for direct marketing activities such as direct mail or telemarketing.
10. OEM/AOT: Using VIN Gateway Data for removal of nonowner records of original equipment manufacturers or in connection with providing services to motor vehicle manufacturers.
11. Dealer Audit: Using VIN Gateway Data in connection with original equipment manufacturer performance monitoring of auto vehicles or dealers.
12. Modeling: VIN Gateway Data shall not be resold or sublicensed for modeling purposes. Resale of any result derived from a model is not prohibited.

Access Security Requirements for GLB 5A Data (Fully Displayed or Truncated Social Security Number Information Retrieved from Credit Header Data)

The following information security controls are required to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to get an outside service provider to assist you. Experian reserves the right to make changes to these Access Security Requirements without prior notification. The information provided herewith provides minimum baselines for information security.

In accessing GLBA 5A Data, you agree to follow these Experian security requirements. These requirements are applicable to all systems and devices used to access, transmit, process, or store Experian data.

1. Implement Strong Access Control Measures

13. If using third party or proprietary systems to access the LexisNexis Online Services, ensure that the access must be preceded by authenticating users to the application and/or system (e.g. application based authentication, Active Directory, etc.) utilized for accessing LexisNexis data/systems.
14. If the third party or third party software or proprietary system or software, used to access the LexisNexis Online Services, is replaced or no longer in use, the passwords should be changed immediately.
15. Create a unique user ID for each user to enable individual authentication and accountability for access to the Online Services. Each user must also have a unique logon password.
16. Develop strong passwords that are:
 1. Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
 2. Contain a minimum of eight (8) alphabetic and numeric characters for standard user accounts
 3. For interactive sessions (i.e. non system-to-system) ensure that passwords/passwords are changed periodically or that enhancements such as multi-factor authentication are implemented (every 90 days is recommended)
17. Passwords (e.g. user/account password) must be changed immediately when:
 1. Any system access software is replaced by another system access software or is no longer used
 2. The hardware on which the software resides is upgraded, changed or disposed without being purged of sensitive information
 3. Any suspicion of password being disclosed to an unauthorized party (see section D.3 for reporting requirements)
 4. It is understood that the practice of encryption of sensitive data at rest will be implemented in the year 2017 for you, it being understood that in the meantime you shall implement other compensating controls when the data is at rest, including physical security, access controls, or vulnerability assessments
18. Ensure that passwords are not transmitted, displayed or stored in clear text; protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic

hashing algorithm also known as “one-way” encryption. When using encryption, ensure that strong encryption algorithms are utilized (e.g. AES 256 or above).

19. Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.
20. Active logins to credit information systems must be configured with a 30 minute inactive session timeout.
21. You must NOT install Peer-to-Peer file sharing software on systems used to access, transmit or store Experian data
22. Ensure that Subscriber’s employees do not access their own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose
23. Implement physical security controls to prevent unauthorized entry to Subscriber’s facility and access to systems used to obtain credit information. Ensure that access is controlled with badge readers, other systems, or devices including authorized lock and key.

2. Maintain a Vulnerability Management Program Implement Strong Access Control Measures

24. Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops) and all other systems current with appropriate system patches and updates.
25. Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry standard security practices, including disabling unnecessary services or features, and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
26. Implement and follow current best security practices for computer virus detection scanning services and procedures:
 1. Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists. Anti-virus software deployed must be capable to detect, remove, and protect against all known types malicious software such as viruses, worms, spyware, adware, Trojans, and root-kits.
 2. Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
 3. If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

3. Protect Data

27. Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
28. Experian data is classified Confidential and must be secured to in accordance with the requirements mentioned in this document at a minimum.
29. Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
30. Encrypt all Experian data and information when stored electronically on any system including but not limited to laptops, tablets, personal computers, servers, databases using strong encryption such as AES 256 or above. An alternative to encryption at rest is compensating controls designed to mitigate the risk of data exposure.
31. Experian data must not be stored locally and permanently on smart tablets and smart phones such as iPads, iPhones, Android based devices, etc.
32. When using smart tablets or smart phones to access Experian data, ensure that such devices are protected via device pass-code

33. Applications utilized to access Experian data via smart tablets or smart phones must protect data while in transmission using an industry-recognized, strong, encryption method.
34. Only open email attachments and links from trusted sources and after verifying legitimacy.
35. When no longer in use, ensure that hard-copy materials containing Experian data are crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy materials cannot be reconstructed.
36. When no longer in use, electronic media containing Experian data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

4. Maintain an Information Security Policy

37. Suitable to complexity and size of the organization, establish and publish information security and acceptable user policies identifying user responsibilities and addressing requirements in line with this document and applicable laws and regulations.
38. The FACTA Disposal Rules requires that Subscriber implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
39. Implement and maintain ongoing mandatory security training for those who have access to Experian information and awareness sessions for all staff to underscore the importance of security in the organization.
40. When using third party service providers (e.g. application service providers) to access, transmit, store or process Experian data, ensure that service provider is compliant with the Experian Independent Third Party Assessment (EI3PA) program, and registered in Experian's list of compliant service providers. If the service provider is in the process of becoming compliant, it is Subscriber's responsibility to ensure the service provider is engaged with Experian and an exception is granted in writing. Approved certifications in lieu of EI3PA can be found in the Glossary section.

5. Build and Maintain a Secure Network

41. Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
42. Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
43. Administrative access to firewalls and servers must be performed through a secure internal wired connection or over a secured private network only.
44. Any stand-alone computers that directly access the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
45. Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.
46. For wireless networks connected to or used for accessing or transmission of Experian data, ensure that networks are configured and firmware on wireless devices updated to support strong encryption (for example, IEEE 802.11i) for authentication and transmission over wireless networks.
47. When using service providers (e.g. software providers) to access LexisNexis systems, access to third party tools/services must require multi-factor authentication.

6. Regularly Monitor and Test Networks

48. Perform regular tests on information systems that serve Experian data and are exposed to the Internet (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g. fix critical issues immediately, high severity in 15 days, etc.)

49. Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit Experian data; establish a process for linking all access to such systems and applications. Ensure that security policies and procedures are in place to review security logs on daily or weekly a periodic basis and that follow-up to exceptions is required.
50. Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Services hereunder to access LexisNexis systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
 1. protecting against intrusions;
 2. securing the computer systems and network devices;
 3. and protecting against intrusions of operating systems or software.

7. Mobile and Cloud Technology

51. Storing Experian data permanently on mobile devices is prohibited. Any exceptions must be obtained from Experian in writing; additional security requirements will apply.
52. Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.
53. Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
54. Mobility solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
55. Mobile applications and data shall be hosted on devices through a secure container separate from any personal applications and data. See details below. Under no circumstances is Experian data to be exchanged between secured and non-secured applications on the mobile device.
56. In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing Experian data via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication and/or adaptive/risk-based authentication mechanisms are utilized to authenticate users to application.
57. When using cloud providers to access, transmit, store, or process Experian data ensure that:
 1. Appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations
 2. Cloud providers must have gone through independent audits and are compliant with one or more of the following standards, or a current equivalent as approved/recognized by Experian:
 - ISO 27001
 - PCI DSS
 - EI3PA
 - SSAE 16 – SOC 2 or SOC3
 - FISMA
 - CAI / CCM assessment

8. General

58. No more than once per year, at Experian's expense, Experian will have the right to audit the security mechanisms Subscriber maintains to safeguard access to Experian information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices. Audits shall be reasonable in scope and duration.
59. In cases where Subscriber is accessing Experian information and systems via third party software, Subscriber agrees to make available to LN upon request, audit trail information and

- management reports generated by the vendor software, regarding Subscriber individual authorized users.
60. Subscriber shall be responsible for and ensure that third party software, which accesses the LexisNexis Online Services, is secure, and protects this vendor software against unauthorized modification, copy and placement on systems which have not been authorized for its use.
 61. Subscriber shall conduct software development (for software which accesses LexisNexis information systems; this applies to both in-house or outsourced software development) based on the following requirements:
 1. Software development must follow industry known secure software development standard practices such as OWASP adhering to common controls and addressing top risks.
 2. Software development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
 3. Software solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other
 62. Under Section H.1 above, reasonable access to audit trail reports of systems utilized to access the Online Services shall be made available to LexisNexis upon request, for example during breach investigation or while performing audits.
 63. Data requests must include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.
 64. Subscriber shall report actual security violations or incidents that impact Experian data to LexisNexis within twenty-four (24) hours or per agreed contractual notification timeline. Subscriber agrees to provide notice to LexisNexis of any confirmed security breach that may involve data related to the contractual relationship, to the extent required under and in compliance with applicable law. Telephone notification is preferred at 888-872-5375, Email notification will be sent to Security.investigations@lexisnexis.com.
 65. Subscriber acknowledges and agrees that Subscriber (a) has received a copy of these requirements, (b) has read and understands its obligations described in the requirements, (c) will communicate the contents of the applicable requirements contained herein, and any subsequent updates hereto, to all employees that shall have access to the Experian data through the Online Services, and (d) will abide by the provisions of these requirements when accessing Experian data.
 66. Subscriber understands that its use of the Online Services and computing resources may be monitored and audited by LexisNexis, without further notice.
 67. Subscriber acknowledges and agrees that it is responsible for all activities of its employees/Authorized Users, and for assuring that mechanisms to access the Online Services and data are secure and in compliance with its LexisNexis agreement.
 68. When using third party service providers to access, transmit, or store Experian data, additional documentation may be required by LexisNexis.

General requirements:

69. Subscriber shall designate an employee to be its Head Security Designate, to act as the primary interface with LexisNexis on systems access related matters. Subscriber's Head Security Designate will be responsible for establishing, administering and monitoring all Authorized User's access to the Online Services which are delivered over the Internet ("Internet access"), or approving and establishing Security Designates to perform such functions.
70. Subscriber's Head Security Designate or other Security Designates shall in turn review all employee requests for Internet access approval. The Head Security Designate or its Security Designate shall determine the appropriate access to each LexisNexis product based upon

the legitimate business needs of each employee. LexisNexis reserves the right to terminate any accounts it deems a security threat to its systems and/or consumer data.

71. Unless automated means become available, Subscriber shall request employee's (Internet) access via the Head Security Designate/Security Designate. Those employees approved by the Head Security Designate or Security Designate for Internet access ("Authorized Users") will be individually assigned unique access identification accounts ("User ID") and passwords/passphrases (this also applies to the unique Server-to-Server access IDs and passwords/passphrases). LexisNexis' approval of requests for (Internet) access may be granted or withheld in its sole discretion. LexisNexis may add to or change its requirements for granting (Internet) access to the services at any time (including, without limitation, the imposition of fees relating to (Internet) access upon reasonable notice to Subscriber), and reserves the right to change passwords/passphrases and to revoke any authorizations previously granted. Note: Partially completed forms and verbal requests will not be accepted.
72. An officer of Subscriber agrees to notify LexisNexis in writing immediately if it wishes to change or delete any employee as a Head Security Designate, Security Designate, or Authorized User; or if the identified Head Security Designate, Security Designate or Authorized User is terminated or otherwise loses his or her status as an Authorized User.

Roles and Responsibilities

73. Subscriber agrees to identify an employee it has designated to act on its behalf as a primary interface with LexisNexis on systems access related matters. This individual shall be identified as the "Head Security Designate." The Head Security Designate can further identify a Security Designate(s) to provide the day to day administration of the Authorized Users. Security Designate(s) must be an employee and a duly appointed representative of the Subscriber and shall be available to interact with LexisNexis on information and product access, in accordance with these Experian Access Security Requirements for LexisNexis End-Users. Subscriber's duly authorized representative (e.g. contracting officer, security manager, etc.) must authorize changes to Subscriber's Head Security Designate. The Head Security Designate will submit all requests to create, change or lock Security Designate and/or Authorized User access accounts and permissions to LexisNexis' systems and information. Changes in Head Security Designate status (e.g. transfer or termination) are to be reported to LexisNexis immediately or the Head Security Designate's access terminated.
74. The Head Security Designate is acting as the duly authorized representative of Subscriber.
75. The Security Designate may be appointed by the Head Security Designate as the individual that Subscriber authorizes to act on behalf of the business in regards to LexisNexis product access control (e.g. request to add/change/remove access). Subscriber can opt to appoint more than one Security Designate (e.g. for backup purposes). Subscriber understands that the Security Designate(s) it appoints shall be someone who will generally be available during normal business hours and can liaise with LexisNexis' Security Administration group on information and product access matters.
76. The Head Designate shall be responsible for notifying their corresponding LexisNexis representative in a timely fashion of any Authorized User accounts (with their corresponding privileges and access to application and data) that are required to be terminated due to suspicion (or actual) threat of system compromise, unauthorized access to data and/or applications, or account inactivity.

Designate

77. Must be an employee and duly appointed representative of Subscriber, identified as an approval point for Subscriber's Authorized Users.
78. Is responsible for the initial and on-going authentication and validation of Subscriber's Authorized Users and must maintain current information about each (phone number, valid email address, etc.).

79. Is responsible for ensuring that proper privileges and permissions have been granted in alignment with Authorized User's job responsibilities.
80. Is responsible for ensuring that Subscriber's Authorized Users are authorized to access LexisNexis products and services.
81. Must disable Authorized User ID if it becomes compromised or if the Authorized User's employment is terminated by Subscriber.
82. Must immediately report any suspicious or questionable activity to LexisNexis regarding access to LexisNexis' products and services
83. Shall immediately report changes in their Head Security Designate's status (e.g. transfer or termination) to LexisNexis.
84. Will provide first level support for inquiries about passwords/passphrases or IDs requested by your Authorized Users.
85. Shall be available to interact with LexisNexis when needed on any system or user related matters.

Glossary

Term	Definition
Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
Confidential	Very sensitive information. Disclosure could adversely impact your company.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
Information Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IP Address	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
Peer-to-Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data

	packets.
Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
Experian Independent Third Party Assessment Program	The Experian Independent 3rd Party Assessment is an annual assessment of an Experian LexisNexis' ability to protect the information they purchase from Experian. EI3PA SM requires an evaluation of a LexisNexis' information security by an independent assessor, based on requirements provided by Experian. EI3PA SM also establishes quarterly scans of networks for vulnerabilities.
ISO 27001 /27002	IS 27001 is the specification for an ISMS, an Information Security Management System (it replaced the old BS7799-2 standard) The ISO 27002 standard is the rename of the ISO 17799 standard, and is a code of practice for information security. It basically outlines hundreds of potential controls and control mechanisms, which may be implemented, in theory, subject to the guidance provided within ISO 27001.
PCI DSS	The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle cardholder information for the major debit, credit, prepaid, e-purse, ATM, and POS cards.
SSAE 16 SOC 2, SOC3	Statement on Standards for Attestation Engagements (SSAE) No. 1 SOC 2 Report on Controls Related to Security, Availability, Processing Integrity, Confidentiality, and Privacy. The SOC 3 Report , just like SOC 2, is based upon the same controls as SOC 2, the difference being that a SOC 3 Report does not detail the testing performed (it is meant to be used as marketing material).
FISMA	The Federal Information Security Management Act (FISMA) is United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats. FISMA was signed into law part of the Electronic Government Act of 2002.
CAI /CCM	Cloud Security Alliance Consensus Assessments Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable cloud computing assessments. The Cloud Security Alliance Cloud Controls Matrix (CCM) is specifically designed to provide fundamental security principles to guide cloud vendors and to assist prospective cloud customers in assessing the overall security risk of a cloud provider.

16. Frankfurter Allgemeine Zeitung GmbH Materials (Frankfurter Allgemeine Zeitung; Frankfurter Allgemeine Sonntagszeitung; Rhein-Main-Zeitung)

Frankfurter Allegemeine Zeitung GmbH ("FAZ") does not guarantee or warrant these materials in any way. FAZ shall not be liable to you for any loss or injury arising out of or caused, in whole or in part, by negligent acts or omissions of FAZ in preparing or delivering these materials through the Online Services or in doing anything related thereto. FAZ shall not be liable for consequential damages, even if advised of the possibility of such damages. If, notwithstanding the foregoing, FAZ is held to be liable to you, the amount of such liability shall not exceed \$10,000 (USD).

17. Gale Research Inc. Databases

No part of these databases may be transmitted without the written permission of Gale Research Inc. ("Gale"). Any portion of this database which is downloaded from the Online Services and stored in

machine-readable form may be retained only for a temporary period of time. Use in electronic databases or for mailing lists is prohibited. GALE AND ITS INFORMATION PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL GALE OR ITS INFORMATION PROVIDERS BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES FROM USE OF THESE DATABASES.

18. Het Financieele Dagblad B.V. Materials

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

19. Le Figaro

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

20. LexisNexis Nexis® Solutions Materials

Your use of the LexisNexis Nexis Solutions Materials (“Nexis Materials”) is subject to the following additional terms and conditions:

- a. *Permissible Purposes.* You shall use the Nexis Materials only in accordance with the license granted in your Agreement and in any event for no purposes other than due diligence and compliance, media monitoring, reputation and brand management, market and competitive intelligence, governance risk management, or news gathering and dissemination. Your use of any risk and diligence services contained in the Nexis Materials shall be solely for your own internal legitimate business purposes and limited to the purposes of:
 1. Identity verification;
 2. Detection, investigation, assessment, monitoring and prevention of fraud or other crime;
 3. Assessment, mitigation and management of financial and business risk;
 4. Compliance with anti-money laundering (AML), counter-terrorism financing (CTF), anti-bribery and corruption (ABC), know your client (KYC), modern slavery, or similar legal obligations;
 5. Assessment of the risk of default and provision of a risk-based score and/or credit risk attributes of an organization;
 6. Reconnecting assets with an individual or organization on their behalf;
 7. Finding prospective donors;
 8. Data cleaning or appending against your own database for general communication; or
 9. Production of analytical models, evaluation of a service, or product research and development.
- b. *Data Protection.*
 1. *Transparency.* If required of LN under the transparency obligations of the data protection laws, you shall inform your clients, prospects and suppliers whose personal data LN receives and processes through the Nexis Materials as a controller (as that or equivalent term is defined in the data protection laws) that you share their personal data with LN as described in the LexisNexis Processing Notice at <https://www.lexisnexis.com/global/privacy/processing-notice.page>, and you shall make available to LN all information necessary to demonstrate your compliance with the foregoing.
 2. *Legal Basis.* You shall collect, use, share and otherwise process personal data that you obtain from the Nexis Materials only where you have a lawful ground to do so under the data protection laws.
 3. *Sensitive Data.* You shall not use the personal data in or derived from the Nexis Materials in a manner which involves targeting or making decisions about individuals on the basis of their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric characteristics, health, sex life, sexual orientation, or criminal convictions and offences or related security measures, except as authorized by the data protection laws.

4. *Decision making.* You shall not make any decisions about individuals which have a legal or similarly significant effect on them and are based solely on automated processing of their personal data in or derived from the Nexis Materials or based on their personal data in or derived from the Nexis Materials that is sourced from social media platforms.

21. London Stock Exchange Plc (Dow Jones UK Disclosure Wire) LIMITATION OF LIABILITY

DOW JONES AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS ("THE DOW JONES PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (DIRECT OR INDIRECT), LOSS OF ANTICIPATED SAVINGS (DIRECT OR INDIRECT) AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES") HOWSOEVER ARISING, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE DOW JONES PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORSEEN ANY OF THE EXCLUDED DAMAGES. EXCEPT AS PROVIDED HEREIN IN NO EVENT WILL THE LIABILITY OF THE DOW JONES PARTIES ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY YOU HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. WHERE REQUIRED BY APPLICABLE LAW, NOTHING IN THIS AGREEMENT WILL BE EFFECTIVE TO LIMIT OR RESTRICT THE LIABILITY OF THE DOW JONES PARTIES FOR DEATH OR PERSONAL INJURY RESULTING DIRECTLY FROM USE OF THE DOW JONES CONTENT, CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OR CONTINGENCIES BEYOND THE CONTROL OF THE DOW JONES PARTIES IN PROCURING, COMPILING, INTERPRETING, REPORTING OR DELIVERING THE DOW JONES CONTENT. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE DOW JONES PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

DISCLAIMER

THE DOW JONES CONTENT, THE CONTENTS THEREIN, AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. DOW JONES DOES NOT MAKE ANY AND HEREBY DISCLAIMS ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE.

22. McGill Law Journal

McGill Law Journal ("MLJ") reserves all rights, including copyright, in relation to materials provided by it. MLJ's materials are supplied to subscribers solely for their use. Retransmission, dissemination or publication other than in accordance with the General Terms and Conditions, whether in print, electronic or other means, is expressly forbidden without written authorization from MLJ.

23. Medline® Database

National Library of Medicine ("NLM") represents that the materials provided in the Medline Database were formulated with a reasonable standard of care. Except for this representation, NLM MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NLM SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS.

You may download NLM-produced citations and reuse these records within your organization or institution. NLM suggests that organizations limit the number of records to 1,000 per month. Since NLM makes corrections and enhancements to and performs maintenance on these records at least annually, you should plan to replace or correct the records once a year to ensure that they are still correct and

searchable as a group.

NLM databases are produced by a U.S. government agency and as such the contents are not covered by copyright domestically. They may be copyrighted outside the U.S. Some NLM produced data is from copyrighted publications of the respective copyright claimants. Users of the NLM databases are solely responsible for compliance with any copyright restrictions and are referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publications, all of which are incorporated by reference. Users should consult legal counsel before using NLM-produced records to be certain that their plans are in compliance with appropriate laws.

All records must be identified as being derived from NLM databases.

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

24. News International Associated Services Limited Materials (Times Newspapers Limited, News Group Newspapers, TSL Education Limited)

You and your authorized users may not, without the prior written permission of LexisNexis, host or store portions of The Times, The Sunday Times, The Sun, News of the World, The Times Educational Supplement or The Times Higher Educational Supplement (which are accessed through the LexisNexis Services) on your Intranet in any library or archive of information intended to be accessed by another party.

25. Newsweek Magazine

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

26. New York State Unified Court System Materials

The New York State Unified Court System ("UCS") does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the information contained in its databases and expressly disclaims all other warranties, express or implied, as to any matter whatsoever. Neither the UCS, its courts, court-related agencies or its officers or employees shall be responsible for any loss or damage caused by the use of the information contained in any of its databases.

27. RUSSICA DiaLine

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes. You may only retain insubstantial portions of these materials in machine-readable form for a temporary period of time.

Information in RUSSICA DiaLine is provided by RUSSICA-Izvestia Information, Inc. ("RUSSICA") and is derived from sources which RUSSICA considers to be sufficiently reliable to justify inclusion. RUSSICA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO INFORMATION IN RUSSICA DIALINE, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE INFORMATION. THE ENTIRE RISK OF USING THE INFORMATION IN RUSSICA DIALINE LIES WITH THE USER. RUSSICA shall not be liable in any way to you or any third party who may use the information in or from RUSSICA DiaLine or to any other person whatsoever for any damages arising in any way out of delays, inaccuracies, errors or omissions in RUSSICA DiaLine or information therein.

UNDER NO CIRCUMSTANCES WILL RUSSICA BE LIABLE TO USERS FOR ANY DAMAGES FOR ANY REASON WHATSOEVER, WHETHER CONSEQUENTIAL, DIRECT, INDIRECT OR INCIDENTAL, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, EVEN IF RUSSICA HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING

28. S&P Platts, a division of Global Inc. ("S&P")

Exhibit B

Licensors' Supplemental Terms for Specific Materials
S&P Platts, a division of Global Inc. ("S&P") Materials

The above Materials are valuable intellectual property exclusively owned by S&P and its licensors and provided for your internal use only. No proprietary rights are transferred to you in the Materials or in any information therein. Except as may be expressly permitted by LexisNexis in its agreement with you, you may not: (i) republish, broadcast or distribute the Materials over any internal network, or (ii) reproduce information contained in the Materials, except that individual end-users may make a single printout of limited portions of the Materials on an ad hoc basis for personal use, provided they do not constitute a substantial portion of any issue of any title/publication included in the Materials. You may not store the Materials in machine-readable form for more than 90 days and may only download excerpts on an ad hoc (not a systematic) basis. You shall reproduce S&P's copyright notice on any downloaded Materials. In the event of misappropriation or misuse of the Materials S&P shall be entitled to obtain injunctive relief.

You are prohibited from using the Materials for subsequent commercial purposes such as resale or preparing databases of such material.

NEITHER S&P, ITS AFFILIATES, NOR ITS LICENSORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ACCURACY, ADEQUACY, OR COMPLETENESS OF INFORMATION CONTAINED IN THE MATERIALS, WHICH ARE PROVIDED "AS-IS", WITHOUT WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR RESULTS. NEITHER S&P NOR ANY SOURCES SHALL BE LIABLE FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, INCLUDING LOSS OF PROFITS, EVEN IF ADVISED OF THE POSSIBILITY. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF S&P FOR ALL ACTIONS EXCEED THE AVERAGE MONTHLY FEE PAID BY SUBSCRIBER FOR ACCESS TO THE MATERIALS.

The foregoing terms shall survive any termination of your right of access to the Materials.

29. Twitter customers through a LexisNexis products (e.g. Nexis Newsdesk) must abide by the Twitter rules found at the following links:

<https://developer.twitter.com/en/developer-terms/agreement>
<https://developer.twitter.com/en/developer-terms/more-on-restricted-use-cases>

30. Uniform Commercial Code Filing Records

Uniform commercial code filing records are provided for informational purposes only. Accuracy and completeness of these materials are not warranted. Verification of these materials can be obtained through the appropriate public offices.

31. Voxant, Inc. Materials

a. Fair Disclosure Wire Materials (Event Transcripts and Event Briefs) only:

Voxant, Inc. and/or CCBN, Inc. reserve the right to make changes to documents, content, or other information in these materials without obligation to notify any person of such changes.

In the conference calls upon which Event Transcripts and Event Briefs are based, companies may make projections or other forward-looking statements regarding a variety of items. Such forward-looking statements are based upon current expectations and involve risks and uncertainties. Actual results may differ materially from those stated in any forward-looking statement based on a number of important factors and risks, which are more specifically identified in the companies' most recent SEC filings. Although the companies may indicate and believe that the assumptions underlying the forward-looking statements are reasonable, any of the assumptions could prove inaccurate or incorrect and, therefore, there can be no assurance that the results contemplated in the forward-looking statements will be realized.

THE INFORMATION CONTAINED IN EVENT TRANSCRIPTS IS A TEXTUAL REPRESENTATION OF THE APPLICABLE COMPANY'S CONFERENCE CALL AND WHILE EFFORTS ARE MADE TO PROVIDE AN ACCURATE TRANSCRIPTION, THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURACIES IN THE REPORTING OF THE SUBSTANCE OF THE CONFERENCE CALLS. IN NO WAY DO VOXANT, INC. OR CCBN, INC. ASSUME ANY RESPONSIBILITY FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN ANY EVENT TRANSCRIPT. USERS ARE ADVISED TO REVIEW THE APPLICABLE COMPANY CONFERENCE CALL ITSELF AND THE APPLICABLE COMPANY'S SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.

THE INFORMATION CONTAINED IN EVENT BRIEFS REFLECTS CCBN, INC.'S SUBJECTIVE CONDENSED PARAPHRASE OF THE APPLICABLE COMPANY'S CONFERENCE CALL AND THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURACIES IN THE REPORTING OF THE SUBSTANCE OF THE CONFERENCE CALLS. IN NO WAY DO VOXANT, INC. OR CCBN, INC. ASSUME ANY REponsibility FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN ANY EVENT BRIEF. USERS ARE ADVISED TO REVIEW THE APPLICABLE COMPANY'S SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.

b. Charlie Rose materials only:

THE MATERIALS ARE PROVIDED ON AN "AS IS" BASIS. NEITHER VOXANT, INC. NOR CHARLIE ROSE INC. MAKES ANY WARRANTY OF ANY KIND CONCERNING THE ACCURACY OF THE MATERIALS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE.

c. All Materials:

These materials are not legal transcripts for purposes of litigation.

32. West Publishing Company Materials

You may use materials provided by West Publishing Company for research purposes only, and may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

33. Ziff Davis Media Inc. Materials

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.