Data Attributions and Terms of Use

Last Revised: 10-11-2024

The following terms supplement and amend Provider's Master Services Agreement for the data identified below that Provider may include for use in conjunction with its Services.

1. <u>Building Footprint</u>. Client acknowledges that the disclaimers and additional terms prescribed by such third parties and made available at https://www.buildingfootprintusa.com/buildingfootprintusa-credits are incorporated into and made a part of the Agreement. If Client is authorized in an Order to sublicense or otherwise distribute Services to third parties, Client will display source credits as required in the referenced terms and will ensure that such third parties are bound to these terms and display the appropriate credits in any products or services incorporating the Services.

2. <u>Dun & Bradstreet ("D&B").</u> Certain of the data and information contained in the Services has been obtained under license from Dun & Bradstreet, Inc. (the "D&B Data"). The following terms shall apply to any such D&B Data:

    i. Client acknowledges that all D&B Data is licensed for exclusive use of Client or Client's clients. Client is responsible and liable for the use of D&B Data by Client's clients in accordance with these terms, and agrees to indemnify Provider, Provider's affiliates and/or D&B against any claims by Client's clients against any of them. Client's clients may not redistribute D&B Data to any third party. Client agrees that it will not duplicate any magnetic tapes, disks, diskettes and other machine readable media in any form or manner whatsoever, except that Client may make one copy solely for backup purposes. Client is expressly prohibited from using the D&B Data as a factor in establishing an individual's eligibility for (a) credit or insurance to be used primarily for personal, family or household purposes, or (b) employment. Client agrees not to use the D&B Data to engage in unfair or deceptive practices.

    ii. Client agrees to indemnify, defend and hold harmless D&B from any claim or cause of action against D&B arising out of or relating to use of the D&B Data by (a) individuals or entities which have not been authorized by the Agreement to have access to and/or use the D&B Data and (b) Client, which use may be in violation of Client's license.

    iii. Client agrees to use the D&B Data for the purpose of environmental due diligence with respect to properties and for no other purpose. Client represents and warrants that Client's use of any D&B Data shall in all cases comply with all applicable federal, state and local laws and regulations and that all mail or other marketing programs using any D&B Data shall conform to generally recognized standards of high integrity and good taste.

    iv. Client acknowledges that D&B and its third party information providers make no representations or warranties of any kind with respect to the D&B Data, including but not limited to, the accuracy, completeness, timeliness, merchantability or fitness for a particular purpose of the D&B Data or of the media on which the

D&B Data is provided and Client agrees that D&B and its third party information providers shall not be liable to Client 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 D&B Data.

v.   Client agrees 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. Client also agrees that D&B's and its third party information providers' aggregate liability, if any, for any and all losses or injuries to Client 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 Client for the D&B Data furnished pursuant to such order or service or $5,000, whichever is greater, and Client covenants and promises not to sue D&B and its third party information providers for an amount greater than such sum. Client also agrees to give D&B immediate written notice of all actions, claims, losses or damages arising out of the licensing or use of the D&B Data.

vi. Client acknowledges and agrees that the D&B Data is proprietary to D&B and comprises: (a) works of original authorship, including compiled D&B Data 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. Client agrees that it will not commit or permit any act or omission by Client's agents, employees, or any third party that would impair D&B's copyright or other proprietary and intellectual rights in the D&B Data. Client 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. Client shall reproduce D&B's copyright notice and proprietary rights legend on all authorized copies of such D&B Data.

vii. Client agrees that D&B is a third party beneficiary of these terms. Client agrees that D&B may, in its own name enforce these terms against Client; provided, however, that Client agrees that Client will look only to Provider and not to D&B for performance by Provider of its obligations hereunder.

3. **Data Axle.** Client will not use any Services, or permit any other party from using the data and information derived from the Services, as a factor in (a) establishing an individual's eligibility for credit or insurance, (b) connection with underwriting individual insurance, (c) evaluating an individual for employment or for promotions, reassignment or retention as an employee, (d) connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental instrumentality, (e) connection with any sweepstakes, contest game or similar promotional devices, (f) connection with any pornographic product or service or other product or service which caters to prurient interests, (g) connection with criminal investigations or other law

enforcement purposes, (h) compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party or (i) creating mailing or telemarketing lists.

4. <u>Black Knight.</u> Client will not (and will not permit any User to):

   a. use the data or information obtained from the Services that would cause such information to be construed as a "Consumer Report", as defined in 15 U.S.C. § 1681a. Client will not use any data or information in the Services to create, replace, supplement or enhance any title, legal, vesting, ownership or encumbrance report for the purpose of underwriting title insurance;

   b. allow access to the Services through any servers located outside of Client's operations or facilities, except that employees of Client and Users may use the Services remotely via VPN connections in connection with the performance of their employment duties; or

   c. use or store the Services outside of the United States.

   To the extent any Services include consumer information, Client and Users shall not publicly display the name, address, e-mail address, or telephone number of an individual consumer without express written consent (it being understood and agreed that providing such information to Users will not be considered a public display). Under no circumstances will Client or any User use such information to solicit any individual designated within the Services who, to the knowledge of Client or User, after reasonable inquiry, has requested protection from solicitation. Client agrees to indemnify, defend and hold harmless Provider from any losses, damages, costs, claims or causes of action against Provider arising out of or relating to use of Services from individuals protected from solicitation.

5. <u>First American Data.</u> Client will not use any data or information in the Services coupled with alternative insurance approaches or products.

6. <u>Canada Post.</u> Client acknowledges that the Services include data acquired by Provider from Canada Post Corporation (the "**Canada Post Data**"). The Client acknowledges that Canada Post Corporation is owner of the Copyright in the Canada Post Data.

   With respect to the Canada Post Data included in the Services, Provider has been granted rights to use and copy the Canada Post Data for the purposes of creating the Provider software products, provided that the Canada Post Data is not extractible from the Provider software products. Client may not extract or attempt to extract Canada Post Data from the Provider software products. Client is not authorized to use or distribute the Canada Post Data for any purpose other than as a component of the Provider software products.

   i. Client acknowledges and agrees that if it develops any product that uses data originally sourced from Canada Post Data, which is intended to be used for:

      (a) validating or correcting address data for the purpose of producing a statement of accuracy,
      (b) presorting addressed mail, or
      (c) preparing unaddressed mail by householder count for delivery,

Client has no right to use or distribute such a product or to offer any services in relation to such a product unless Client has a then current right to do so under a software evaluation and recognition program agreement with Canada Post Corporation or, in the case of the use in item (c), unless Client notifies the user of the product in writing that the user must use householder count data that meets Canada Post Corporation's requirements for currency at the time the unaddressed mail is deposited with Canada Post Corporation for delivery.

Client agrees that it will include provisions in its license agreements for products using any Canada Post Data or data originally sourced from Canada Post Data to the effect of section (i) but with the necessary changes to make the provision applicable to the party receiving the data.

ii.   Client will include the following statement, in both English and French, in the license agreements and/or terms of use accompanying all products distributed by Client containing Canada Post Data or data originally sourced from Canada Post Data. Where the

product includes software, Client shall ensure that the statement is included on the start-up screen, if any:

"This **[Insert appropriate reference to medium, i.e. diskette, tape, etc.]** contains Postal Code^{OM} Data copied under license from Canada Post Corporation. The Canada Post Corporation file from which this data was copied is dated **[Insert date].**"

"**[Indiquez le support approprié, c'est-à-dire «Cette disquette», « Cette bande magnétique», etc.]** contient des données qui ont été reproduites avec l'autorisation de la Société canadienne des postes. Le fichier de la Société canadienne des postes d'où proviennent ces données est daté du **[Insérez la date].**"

iii.   Client agrees:
(a)   not to distribute any product containing Canada Post Data or data originally sourced from Canada Post Data until Client has put in place safeguards to reduce the risk of "data scraping" or "bulk downloads of data"; and
(b)   not to allow public access through the internet to a stand-alone Postal Code look-up tool whose purpose is to retrieve the postal code associated with a given address.

iv.   Client acknowledges that the Provider software products and the Canada Post Data contained therein is licensed to Client on an "as is" basis without warranty of any kind, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

v.   Canada Post Corporation shall not be liable loss or damage, whether direct or indirect, which may result from Client's use or possession of the Canada Post Data, even if Canada Post Corporation knew of the possibility of such damages.

vi.   Client shall indemnify and save harmless Canada Post Corporation and its respective officers, employees and agents from and against any claim, demand or action irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of Client's possession or use of the Canada Post

7. <u>HERE</u>. The following restrictions ("HERE Required Terms") apply to Client's use of Services that contain HERE Content. HERE Content is defined as HERE Essential Map and HERE Places & Points. "HERE" means collectively, HERE North America, LLC, HERE Europe B.V. and their respective subsidiaries and affiliates. Client acknowledges and agrees that HERE is a third party beneficiary of these HERE Required Terms.

i.   Client may only use the HERE Content as part of the Service;

ii.   Client may not use the HERE Content with geographic data from competitors of HERE;

iii.   Client may not reverse-engineer or archive the HERE Content;

iv.   Client may not export any of the HERE Content (or derivative thereof) except in compliance with applicable export laws, rules and regulations;

v.   Client must cease using the HERE Content if Client fails to comply with the any of these HERE Required Terms;

vi.   Certain regulatory and third-party supplier restrictions and obligations (including copyright notices) apply to the HERE Content, which restrictions and obligations can be found at https://legal.here.com/terms/general-content-supplier/terms-and-notices;

vii.   In the event Client is the United States Government (or is a Client who wishes to claim similar rights as the United States Government), Client agrees that HERE Content is a "commercial item", as that term is defined at 48 C.F.R. 2.101, and is licensed in accordance with the Agreement;

viii.   Client acknowledges and agrees that HERE affirmatively disclaims any warranties, express implied or otherwise, of quality, performance, merchantability, fitness for a particular purpose and non-infringement with respect to the HERE Content;

ix.   Client acknowledges and agrees that HERE affirmatively disclaims liability for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE Content; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect , incidental, special or consequential damages arising out of the use of, or inability to use the HERE Content, any defect or inaccuracy in the HERE Content, or the breach of these HERE Required Terms, whether in an action in contract or tort or based on a warranty, even if Provider, HERE or their affiliates or suppliers have been advised of the possibility of such damages; and

x.   Client may not make or imply any warranties on behalf of HERE its affiliates or their data suppliers or provide any right of liability or indemnity against HERE its affiliates or their data suppliers.

8. <u>MAXAR INTELLIGENCE, INC. ("Maxar").</u> The following additional restrictions ("MAXAR Required Terms") apply to Client's use of the Services that contain Maxar Content. Maxar Content is

defined as "SECUREWATCH". Maxar, and Maxar's affiliates, are third party beneficiaries of these MAXAR Required Terms and Maxar will have the right (and will be deemed to have accepted the right) to enforce these MAXAR Required Terms against Client as a third party beneficiary thereof; provided however, Provider is solely responsible for providing the Services and any maintenance or professional services to Client, and Maxar shall have no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

    i. Scope of License: The Services provided to Client are limited to a non-transferable license to use the Services only for the Client's own personal and internal use solely as permitted by the rules, restrictions and other terms and conditions set forth in the Agreement. Without limiting the foregoing, Client is expressly prohibited from copying, separating, unbundling, extracting, isolating, removing or any other use or distribution of the Services containing Maxar Content.

    ii. Warranty: Maxar has no warranty obligation whatsoever with respect to the Services. Any claims, losses, liabilities, damages, costs or expenses attributable to the Services for any failure to conform to any warranty is solely the responsibility of Provider pursuant to the terms of the Agreement.

    iii. Product Claims: Provider is solely responsible for addressing any claims of Client relating to the Services and possession and/or use of the Services including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

    iv. Additional: Without limiting any other provision of the Agreement:

    v. To the maximum extent permitted by applicable law, the Maxar Content is provided "as is" without any representations or warranties of any kind and all warranties, whether express or implied, oral or written, arising by law or otherwise, are expressly disclaimed and excluded, including, without limitation all implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose.

    vi. The Maxar Content included in the Services is licensed and not sold and all worldwide intellectual property and proprietary rights therein and related thereto, including, without limitation, all patents, copyrights, trademarks, trade secrets, moral rights, sui generis rights and other right in databases, and all rights arising from or pertaining to the foregoing rights, are and will remain the exclusive property of Maxar, and all rights in and to the Maxar Content in the Services not expressly granted to Client are reserved by Maxar.

    vii. Client represents and warrants that (i) it is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) it is not listed on any U.S. Government list of prohibited or restricted parties.

    viii. In the event of any claim that the Services containing the Maxar Content or Client's possession and use of the Services containing the Maxar Content infringes a third party's intellectual property rights, Provider, not Maxar, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

    ix. Under no circumstances will Maxar be liable for any incidental, consequential, special, exemplary, or indirect damages (including lost profits or lost data) arising

from, or relating to, the Services, even if Provider or Maxar have been advised of the possibility of such damages.

9. **BuildFax.** BuildFax and/or its licensors shall be the sole and exclusive owner of all of the data from BuildFax included in the Services ("BuildFax Data"). Client shall have a limited license to use the BuildFax Data solely for internal business purposes and shall not reproduce, distribute, perform or display any of the BuildFax reports or any derivatives thereof for or to any third-parties. Client acknowledges and agrees that it has no right, title or interest in or to any of the BuildFax Data and that it will not claim any such right, title or interest.

Client shall not use the BuildFax Data, including any derivatives thereto, for any illegal purpose. Client shall not alter or remove BuildFax's name, trademarks, copyright notices, disclaimers or other restrictive legends on any of the reports including the BuildFax Data, and shall include such name and all such trademarks, copyright notices, disclaimers and other restrictive legends on all derivatives created from any of the any of the reports including the BuildFax Data.

BuildFax furnishes the BuildFax Data "as is." therefore, BuildFax makes no warranty, representation, promise, or guarantee, express or implied, regarding the quality, performance, accuracy, completeness, merchantability, fitness for a particular purpose, or noninfringement of intellectual property of the BuildFax Data.

The BuildFax Data may contain data received from third parties ("third party data"), including, but not limited to, local governments. Client recognizes that BuildFax is not responsible for any inaccuracies or omissions in the third party data, and understands that factual errors in the third party data should be corrected by contacting the applicable third party authority. Client further understands that BuildFax has no authority and no ability to correct such errors or omissions itself. No changes can appear in the third party data unless and until the applicable third party authority makes them. Client agrees to release and hold harmless all governmental authorities from any inaccurate data supplied by them for inclusion in any of the BuildFax Data.

Client assumes all risk and liability arising from the interpretation or use of the BuildFax Data, any derivatives thereof or any data provided to Client by BuildFax. There are many reasons for failing inspections and data on failure rates is not necessarily a reliable indicator of any contractor's qualifications or ability.

BuildFax offers no assurance of uninterrupted or error-free service. BuildFax does not warrant the accuracy or completeness of the text, graphics, links, or other items contained on, with or within the BuildFax Data, and any of these may change at any time without notice.

Client acknowledges and agrees that it is solely responsible for complying with, and agrees that its use of the BuildFax Data, any derivatives thereof and any data provided to it by BuildFax will comply with all applicable foreign, federal, state and local laws, regulations and ordinances, including, without limitation the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), the United States Freedom of Information Act, all privacy related laws and regulations and all freedom of information, open records, sunshine and other similar laws and regulations (collectively, the "Applicable Laws"). Client further acknowledges and agrees that in no event shall BuildFax be liable or responsible for Client's failure to comply with any Applicable Law, even if such non compliance results from Client's use or reliance on the BuildFax Data, any derivatives thereof or any data provided by BuildFax. Without limiting the foregoing, Client acknowledges and

understands that certain restrictions apply to the use of data obtained from federal, state and local governments and agencies and Client agrees to comply with such restrictions, including, without limitation, restrictions on a person's right to use such data for marketing purposes. Client acknowledges and agrees that BuildFax Data relates solely to real property, does not relate to any individual consumer, and that Client cannot identify any consumer based on a search of BuildFax's database.

In no event shall BuildFax be liable for any direct, indirect, special, incidental, tort, economic, cover, or consequential damages, or any other form of damages for loss of profits, business, or goodwill, arising out of this agreement or Client's use of, or inability to use, any of the BuildFax Data, even if BuildFax has been advised of the possibility of such damages.

10. <u>TOMTOM.</u> Certain of the data and information contained in the Services has been obtained under license from TOMTOM. The End User License Agreement and Third Party Product Terms located at: http://tomtom.com/en_gb/thirdpartyproductterms/ (collectively "TOMTOM Terms") shall apply to Client's use of any such data and may be updated quarterly by TOMTOM. It shall be Client's responsibility to check, review and comply with any updated or amended terms that would apply to the Services licensed under the TOMTOM Terms.   For purposes of clarification, all references to "End User" in the End User License Agreement shall mean Client.

11. <u>JBA</u>.
    i.   JBA Data shall mean the series of data sets developed/being developed by JBA Risk Management Limited ("JBA") and licensed to Client by Provider.

    ii. Client's license to JBA Data is personal, revocable, non-exclusive and non-transferable, and shall be limited to internal use only and be for a period of not more than three years.

    iii. Save for that which is expressly authorized herein, Client is prohibited from:
         a. modifying, translating, formal-changing, enhancing, reproducing, copying (except where strictly necessary for system back up), redistributing, disseminating, selling, dealing with, licensing, encumbering, reverse engineering, disassembling or decompiling the JBA Data or any part of thereof, except to the extent permitted by law; and
         b. using JBA Data in any manner for the creation of products or services; and
         c. using JBA Data otherwise than for internal use; and
         d. assigning or dealing with in any way its rights under the Agreement; and
         e. distributing or granting licenses of JBA Data (in whatever form) or material derived from JBA Data herein.
    iv. Client acknowledges and agrees that all intellectual property rights in and associated with the JBA Data are the absolute property of JBA (or where relevant its third party licensors) and any and all intellectual property rights created as a result of the Agreement or any JBA Data corrections or JBA Data updates will vest in JBA and that Client shall use all endeavors to effect any transfers required to ensure or safeguard JBA ownership.
    v.   The license to the use of JBA Data under the Agreement shall terminate automatically in the event that Client materially breaches any of the requirements/obligations set out herein.

vi.   In the event that the licensed JBA Data includes third party data, Client may be required to maintain a valid end user license for the use of that third party data. If subsequent JBA Data corrections or JBA Data updates require Client to establish or maintain additional valid end user license agreements with third party data suppliers, then Client will be required so to do in order to benefit from the JBA Data corrections and/or JBA Data updates (which would be optional). The costs associated with any such third party data will form an additional fee to be paid by Client. Client will be notified by JBA or the Provider of any third party licenses that will be required to utilize the JBA Data.

vii.   Client shall treat JBA Data as confidential information.

viii.   Where Client is a public authority under the Information Access Regimes (as defined herein) and Client discloses JBA Data under the Information Access Regimes or seeks to make disclosure under the Information Access Regimes such disclosure will entitle Provider and/or JBA to terminate Client's contract with immediate effect and without any liability to Provider and/or JBA. "Information Access Regimes" means any privacy and freedom of information regime, both locally and internationally, and any other associated, equivalent or similar legislation, regulation and guidance relating to spatial information, spatial data, spatial data services and/pr metadata.

ix.   Client in so far as it is a public authority for the purposes of the Information Access Regimes will not disclose the JBA Data in any publication scheme maintained pursuant to any Information Access Regime. In any event should Client reach a final decision to make the JBA Data available under any publication scheme maintained pursuant to any Information Access Regime, Client shall notify Provider and JBA in accordance with notice requirements set forth in the Agreement.

x.   Client, in so far as it is a public authority for the purposes of the Information Access Regimes acknowledges that JBA considers that:

    a.   JBA Data is proprietary to JBA and disclosure would harm the Interests of JBA (including the commercial interests of JBA) and is accordingly exempted from disclosure;

    b.   JBA Data is protected by database rights and other intellectual property rights and is accordingly exempted from disclosure;

    c.   JBA Data is confidential and the disclosure of it by Client would constitute a breach of confidence actionable by JBA and/or Provider and is accordingly exempted from disclosure; and

    d.   JBA Data is confidential commercial or industrial information protected by law to protect a legitimate economic interest and is accordingly exempt from disclosure.

xi.   Should Client at any time receive a request for information ("Information Access Request") under the Information Access Regimes pursuant to which the JBA Data might be disclosed, then the Client will within 5 days of receipt of the access request:

    a.   Notify Provider and JBA;

    b.   Provide Provider and JBA with details of the access request and the JBA Data that may be disclosed; and

c. Consult with Provider and JBA as to whether the JBA Data constitutes information which is exempt from disclosure or publication pursuant to the Information Access Regimes.

xii. Client will notify Provider and JBA within 24 hours of the final decision in relation to disclosure of the JBA Data and no less than 72 hours before any proposed disclosure as to what, if any, of the JBA Data is proposed to be disclosed.

xiii. The Contracts (Rights of Third Parties) Act 1999 shall apply for the benefit of JBA such that JBA may enforce any of the terms in the Agreement with Client and Provider which relate to disclosure under the Information Access Regimes, limitation on JBA's liability or infringement of intellectual property rights in the JBA Data.

xiv. If JBA provides any assistance, support or services ("Assistance"), including training and consultancy, to Client in connection with the Agreement, JBA's total liability (save in respect of liability which cannot by law be excluded or limited) in connection with such Assistance shall not exceed the value the fees paid by Client to Provider in the twelve months immediately preceding JBA providing such Assistance, except where:

a. JBA and Client have entered into a written agreement in respect or such services or support, and

b. that written agreement provides for an alternative limitation on JBA's liability in respect of such services or support.

In which case such alternative limit on JBA's liability shall apply.

xv. Any dispute or claim arising from or in connection with the JBA Data and its use (including. non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

xvi. Clients who are in the insurance or reinsurance sectors may use the JBA Data for Internal Use and Commercial Use (as defined below in Section 17); provided however Client may not permit any of its End Users to use the JBA Data. "Internal Use" means the following internal uses by Client:

i. Analyzing the JBA Data against a location or series of locations to obtain information derived from the JBA Data, such as water, depth, return period of flooding, and sharing such information/results of such analysis internally

ii. Quoting, underwriting and pricing in connection with risk management administration screening, selection, rating and pricing of risks, loss adjustment, claims-handling and analysis for loss control.

iii. Accumulated assessment to compare multiple locations to all or part of the JBA Data and calculation of the total number of insured locations and/or total sums insured and sharing the result of such calculation internally.

iv. Inclusion of the JBA Data in an in-house probabilistic model that is developed by the Client and used internally for accumulation assessment and control.

v. Development of scenario data in the form of scenario events such as realistic disaster scenarios, historic flood footprints, "what if" flood scenarios, etc., and the analysis of a portfolio or series of risks or

locations against his scenario and sharing the results of such analysis internally.

xvii. The limitations set forth in this Section 17 apply to Client's Commercial Use of the JBA Data. Derived Data (as defined in Section 18 below), may only be used as Aggregated Data (as defined in Section 18 below), or Static Data (as defined in Section 18 below) provided to third parties who are either:

1. A customer/prospective customer who seeks insurance or reinsurance from Client; or
2. A reinsurer or prospective of the Client business; or
3. A reinsurance broker who has been contracted to place reinsurance of the Client business

And each case, the Client has a reasonable need to provide such limited data solely for one of the following purposes (each being a "Purpose")

4. To enable customer/prospective customer to better understand and evaluate the terms of business offered by the Client in respect of a particular insurance or reinsurance offering made by the Client in respect of a specific identified risk portfolio of risks belonging to Client's customer.
5. To enable reinsurer or prospective reinsurer of the Client's business to better understand and evaluate the risk(s) for which the Client has requested insurance or reinsurance; or
6. To enable reinsurance broker of Client's business to better understand and evaluate the risk(s) for which Client has requested insurance or reinsurance, and to share the same static JBA Data with the reinsurer or prospective reinsurer of Client's business on behalf of Client.

"Commercial Use" means use that does not fall under Internal Uses (as set forth above in Section 16) and involves either (i) the provision or any form of distribution to any third party of the JBA Data or any material derived from JBA Data (including Derived Data and Static Data) in return for any direct or indirect fee, payment, or other benefit; or (ii) the provision or distribution of any such material in connection with or as part of a service agreement or commercial relationship.

"Flood Assessment" means provision of analysis results of one or more specific sites (for example, sites within an insurance portfolio against JBA Data, either carried out by the Provider on behalf of Client as a service or enabled by Provider as part of its software capability or services. The JBA Data resides only with Provider. The information provided to Client may only comprise one or more of the following three levels of data (and as described in the relevant section below):

FLOOD ASSESSMENT TABLE

Flood Indication	Flood Evaluation	Annual Damage Ration (ADR)
Yes/No indication as to whether buffered risk location point falls inside or outside the maximum extent (i.e. 1/1,000-	Return periods and water depths per buffered risk location point minimum water depths, maximum water	Annual damage ration for the risk location point in % of the total value for redefined property types + standard

year) flood hazard map.	depths, affected area in % inside buffered risk location point.	deviation.

xviii.   Below are definitions of terms used in and relevant to Client's Permitted Uses that are set forth above:

ADR: Annual Damage Ration- datasets that provide the annual damage expected to occur due to flooding. Expressed as a ratio of the total sum insured.

Aggregated Data: Information extracted or derived from the JBA Data as a result of Internal Uses, which is aggregated to a geographic resolution that is no more detailed than high-resolution CRESTA level. Aggregated Data does not include information at single risk, sit or location legal. Aggregated Data may include aggregate forms of other defined data types, for example, Derived Data or Static Data.

Derived Data: means any material derived from or created using JBA Data, including where JBA Data is manipulated, aggregated, integrated, combined. merged, modelled, transformed or processed in or with other data or facilities to such a degree that (a) it cannot be identified as originating directly or indirectly from the JBA Data and cannot be reverse engineered such that it can be so identified, and (b) is not capable of use substantially as a substitute for JBA Data.
Static Data: any data (including JBA Data) resulting from internal users, included in static format in presentations or reports in hard copy or .pdf format. Static Data does not allow for alteration of the data presented, not enable any further analysis to be carried out against the data (including against the JBA Data). Static Data may include static forms of other defined data types where followed by relevant term, e.g. Static Derived Data is data that are Derived Data presented in Static Data form.

xix.   Client shall not use the JBA Data to train or develop any form of artificial intelligence application, system or model to automatically learn and improve from experience or to develop any other type of artificial intelligence capability using any form of artificial intelligence including but not limited to machine learning (including supervised, unsupervised and reinforcement learning) or by data mining in order to create a product or service that emulates or otherwise competes with JBA's business. (If, in breach of this clause, JBA Data is so used, then Client irrevocably grants JBA all rights in any resultant AI-created intellectual property including but not limited to the trained application, system or model and any other output developed using such application system or model).

EVALUATION LICENSE TERMS

If Provider offers an Evaluation License (as defined below) to Client for JBA Data, the following terms apply:

1.   Definitions

a. "Objective" means evaluation and testing of the JBA Data supplied by Provider;
b. "System" means Client's computer system; and
c. ''Trial Period" means the period of use which shall not exceed more than ninety (90) days.

2. Evaluation License Grant and Restrictions
   a. Client may use the JBA Data only on the System, during the relevant Trial Period, and solely for the purposes of the Objective, and expressly not for live use ("Evaluation License").
   b. The Evaluation License is personal, non-transferable, revocable and non-exclusive.
   c. Client may make one copy of the JBA Data on the System where necessary to the Objective, (including any necessary back-up copy) but shall not load all or any part of the JBA Data on any computer other than the System.
   d. Client must not reverse engineer or decompile the JBA Data nor do any act which would interfere or derogate from JBA's intellectual property rights in the JBA Data, nor shall Client authorize any third party to do so. Other than is strictly necessary for the Objective, Client shall not merge the JBA Data with other data or software, nor translate or convert the JBA Data.
   e. Client may not sell, license, rent, lease, encumber, distribute or otherwise provide the JBA Data or information to any third party.
   f. JBA Data is considered confidential information.
   g. Client agrees that Client has the sole responsibility for protecting Its software and JBA Data, and that, save for death and personal injury caused by JBA's negligence, JBA shall have no liability or any kind to Client in respect or the JBA Data. In particular, JBA shall have no liability for any software or data loss or corruption.
   h. No representations, conditions. warranties or other terms or any kind are given in respect of the JBA Data, and all statutory warranties and conditions are excluded to the fullest extent possible during the Trial Period.
   i. Client agrees that JBA's maximum liability on any account shall be limited to such sum as is the greater of the sum that is paid by Client for the Evaluation License or £1000 and acknowledges and agrees that such sum is reasonable in the context of the Evaluation License.
   j. The Evaluation License shall terminate automatically immediately if Client is in material breach of any of its obligations herein. Upon termination (including by expiry of the Trial Period) Client must within two working days return to all copies of and or part of the JBA Data on any tangible medium and must completely delete all electronic copies of all or any part of the JBA Data resident in the System or elsewhere.
   k. Client acknowledges that JBA Data is proprietary to JBA, and that any provision or disclosure pursuant to the Evaluation License shall not confer on Client any intellectual property or other rights in relation to the JBA Data other than the limited right to use for the Objective in accordance with the Evaluation License.
   l. Upon termination, the rights and permissions granted to Client shall cease.

m. The Contracts (Rights of Third Parties) Act 1999 shall apply for the benefit or JBA (but not other third parties) such that JBA may enforce any of the terms in the Evaluation License.

n. The terms of the Evaluation License shall be interpreted and construed in accordance with English law and Client irrevocably submits to mediation to resolve disputes.