

## C6 INTELLIGENCE INFORMATION SYSTEMS LIMITED - TERMS OF SERVICE

### 1. DEFINITIONS

1.1 In this Agreement the following defined terms shall have the following meanings:

**Agreement** means the Purchase Order, these terms of service and all schedules which may be annexed to this Agreement.

**Charges** means the charges payable by the Subscriber in accordance with the Purchase Order.

**C6 Data** means Data created by C6.

**Data** means data requested from the Database by a Subscriber's User as part of a Data Request.

**Database** means the database provided by C6 containing the service detailed in the Purchase Order.

**Data Request** means a request made by a Subscriber's User via API, being a Search Request and/or a Monitor Request.

**Force Majeure** means circumstances beyond the relevant party's control, including acts of God, war, civil unrest, terrorist attack, strike, lock-out or other industrial action and transport or computer failure including any failure or breakdown of related systems upon which the operation of **Intellectual Property Rights** means any and all intellectual property rights including trademarks, copyright, moral rights, database rights, know-how, and all other intellectual property and proprietary information rights (including confidential information) as may exist now or hereafter come into existence; all modifications, continuations, renewals and extension of any of the foregoing arising under the laws of any country, state or jurisdiction in the world.

**Monitor Request** means a request made via the API to monitor an individual or entity against the Database.

**Purchase Order** means the opening pages of this document as are identified as such.

**Start Date** means the date stated as such on the Purchase Order.

**Search Request** means a request made via the API to search for information relating to an individual or entity in the Database.

**Subscriber** means the party whose name and address appears on page one of the Purchase Order and a party to this Agreement.

**Subscriber's User** means any employee of Subscriber, and any party to whom Subscriber allows access to the API in accordance with the terms of a Subscriber's User Agreement.

**Subscriber's User Agreement** means an agreement between Subscriber and Subscriber's User, containing the provisions required by Clause 4.

**Term** means in respect of this Agreement, the period set out in clause 3.1.

**API** means the application programme interface provided by C6 to enable access to the Database.

**Year** means, during the Term, the 12 month period commencing on the Start Date and on each successive anniversary thereof.

1.2 In this Agreement (except where the context otherwise requires) reference to a clause or the Schedule means a clause of or schedule to this Agreement; clause headings are included for convenience only and shall not affect the interpretation of this Agreement; use of the singular includes the plural and vice versa; use of any gender includes the other genders; any reference to a statute shall be construed as referring to such legislation as amended and in force from time to time; any phrase introduced by the term **including, include**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words following those terms.

### 2. RIGHT TO USE DATABASE

2.1 C6 grants to the Subscriber a non-transferable, non-assignable, non-sublicenseable and non-exclusive licence to allow a Subscriber's User making a Data Request to access and use the Database via the API to retrieve the

Data identified in that Data Request. The licence is granted on the terms of and for the duration of this Agreement.

2.2 All Intellectual Property Rights subsisting in or used in connection with the Data, the Database and the API are and shall remain the sole property of C6 and its licensors. The Subscriber acknowledges and agrees that (a) all present and future rights in and title to the Data, the Database and the API, including the right to grant access to it via any present or future technology, are solely and exclusively reserved to C6 and/or its licensors, and (b) that the Data and the Database are not in the public domain. For the avoidance of doubt the provisions of clause 2.2 do not apply to the Subscriber White Label Branding.

2.3 Subscriber acknowledges that the Database has been developed by C6 through substantial amounts of work, time and expense invested in obtaining and presenting its contents. Subscriber further acknowledges that the selection and arrangement of such information are original to C6.

2.4 Subject to Clause 6, each party shall indemnify the other party from and against all claims and expenses (including reasonable legal expenses) incurred as a result of a claim that (where C6 is the indemnifying party) the use of the C6 Data by the Subscriber, or (where Subscriber is the indemnifying party) the use of the Subscriber White Label Branding, infringes any third party's Intellectual Property Rights **provided that** the indemnified party promptly notifies the indemnifying party in writing of the claim, allows the indemnifying party exclusive control of the defence, and reasonably cooperates with the indemnifying party in the defence at the indemnifying party's reasonable expense. C6 shall have no liability for any infringement claim to the extent based on (i) any use of the C6 Data within it other than in accordance with C6's instructions or (ii) the combination, operation or use of C6 Data with products or data not furnished and/or approved by C6.

2.5 If, at any time, any allegation of infringement of an Intellectual Property Right is made, or in C6's reasonable opinion is likely to be made, C6 may at its own discretion and expense modify the Database and/or the C6 Data (as applicable) so as to avoid infringement without materially detracting from the functionality thereof.

### 3. TERM

3.1 This Agreement shall take effect on the date of signature of the Purchase Order by the Subscriber and, unless otherwise specified in this Agreement and subject to clause 8, shall continue to the termination date stated in the Purchase Order.

### 4. SCOPE OF USE

4.1 The Subscriber undertakes that it shall, and shall procure that each Subscriber's User shall at all times:

4.1.1 not use the Data in any way which might infringe any licence granted to C6, any law (including criminal and/or data protection law) and/or use any Data for any unlawful and/or unauthorised purpose;

4.1.2 only allow Subscriber's Users to make use of and have access to the Database;

4.1.3 not remove any copyright or other notice contained or included in any Data;

4.1.4 acknowledge that the Data is licensed, not sold, and that it obtains no ownership of the Data;

4.1.5 not use the Database, and/or any Data to compete in any way with C6 and/or any licensor of C6;

4.1.6 not in any circumstances use, nor allow any third party to use, any automated software, process, programme, robot, web crawler, spider, data mining, trawling, screen scraping or other similar software (regardless of whether or not the resulting information would then be used for its internal purposes);

4.1.7 not transfer any Data or provide access to any Data to any third party without first obtaining the prior written consent of C6; and

- 4.1.8 promptly upon becoming aware of any breach of this clause 4.1 notify C6 thereof, and promptly provide such detail as C6 may reasonably request.
- 4.2 The Subscriber acknowledges and accepts as reasonable that the undertakings given at clause 4.1 above are of material importance to C6 and that C6 has entered into this Agreement in reliance on these undertakings. The Subscriber acknowledges that without affecting any rights or remedies that C6 may have, damages would not be an adequate remedy for any breach by Subscriber of clause 4.1 and that C6 shall be entitled to apply for the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of clause 4.1, and that no proof of special damages shall be necessary for the enforcement of this clause.
- 4.3 Subscriber shall ensure that each Subscriber's User Agreement contains the following provisions:-
- 4.3.1 the Subscriber's User acknowledges that (a) the Database and the Data are licensed to the Subscriber's User, not sold; (b) it obtains no ownership of the Database and the Data;
- 4.3.2 the Subscriber's User acknowledges that the Subscriber's User shall have no right (and shall not permit any third party) to adapt, reverse engineer, decompile, disassemble, modify or make error corrections to the Database and the Data; and
- 4.3.3 C6's liability to any Subscriber's User will be limited in accordance with Clause 6.

## 5. CHARGES

- 5.1 The Charges are specified in the Purchase Order.
- 5.2 The amounts payable by the Subscriber under this Agreement are exclusive of all value added tax or other similar tax which (if applicable) shall also be paid by the Subscriber. The Subscriber shall pay all amounts payable by it under this Agreement free and clear of all deductions or withholdings unless the law requires a deduction or withholding. If a deduction or withholding is required by law, The Subscriber shall pay such additional amount as will ensure that the net amount C6 receives (after account is taken of any such deduction or withholding in respect of the additional amount) equals the full amount which it would have received had the deduction or withholding not been required. C6 shall comply with all reasonable requests from the Subscriber to file, or to provide the Subscriber with, such forms, statements or certificates as shall enable C6 or the Subscriber to claim a reduced rate of tax or exemption from tax in accordance with the applicable double tax treaty with respect to any withholding taxes required to be borne by the Subscriber pursuant to this Agreement.
- 5.3 The Charges shall be payable annually in advance, upon the activation date agreed between C6 and Subscriber and each anniversary thereof, unless specified differently in the Purchase Order. The Charges will be paid within 14 days of receipt of C6's invoice.
- 5.4 The Subscriber agrees to pay interest on any late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (to be compounded daily) from the due date of payment until judgment or sooner payment. If any amount is disputed, the undisputed balance shall be paid in accordance with this clause pending resolution of such dispute.
- 5.5 C6 may increase the Charges by giving 30 days prior notice to the Subscriber in writing. In the event that the Subscriber does not agree the revised Charges it may terminate this Agreement on 15 days' notice.

## 6. LIABILITY

- 6.1 Notwithstanding any other provision of this Agreement, neither party excludes or limits liability to the extent that the same may not be excluded or limited under governing law.
- 6.2 THE SUBSCRIBER ACKNOWLEDGES THAT C6 COMPILES DATA BUT DOES NOT ORIGINATE IT. ACCORDINGLY, THE DATABASE, ANY SERVICE AND/OR DATA ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS AND C6 DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND,

AND WHETHER STATUTORY, EXPRESS OR IMPLIED, RELATING TO THE DATA (INCLUDING RELATING TO THE TIMELINESS, CURRENCY, CONTINUITY, ACCURACY, COMPLETENESS, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE THEREOF.) IN PARTICULAR, THE SUBSCRIBER ACKNOWLEDGES THAT DATA MAY BE OBTAINED FROM SOURCES INCLUDING THE DARKWEB, AND ACCORDINGLY NO REPRESENTATION AND/OR WARRANTY IS GIVEN THAT THE PROVISION OF THE DATA BY C6 COMPLIES WITH ANY LAW.

- 6.3 THE SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK AND THAT C6, IN FURNISHING THE DATA TO THE SUBSCRIBER, DOES NOT AND WILL NOT UNDERWRITE THAT RISK, IN ANY MANNER WHATSOEVER. NEITHER C6, NOR ANY DATA SUPPLIER, SHALL BE LIABLE TO EITHER THE SUBSCRIBER OR ANY THIRD PARTY FOR ANY LOSS CAUSED IN WHOLE OR IN PART BY C6'S PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, SUPPLYING OR DELIVERING THE DATA AND THE SUBSCRIBER AGREES NOT TO BRING ANY CLAIM AGAINST C6 AND/OR ITS DATA SUPPLIERS IN RESPECT THEREOF.
- 6.4 THE SUBSCRIBER ACKNOWLEDGES THAT (A) USE OF THE DATABASE BY IT AND/OR ANY PERMITTED USER IS AT SUBSCRIBER'S SOLE RISK, (B) WHILST C6 OBTAINS THE DATA IN GOOD FAITH FROM SOURCES WHICH C6 CONSIDERS TO BE RELIABLE, THE CONTENTS OF THE DATABASE ARE BASED ON DATA SUPPLIED TO C6 BY THIRD PARTIES AND ARE NOT INDEPENDENTLY VERIFIED BY C6, (C) C6 DOES NOT GUARANTEE THE SEQUENCE, ACCURACY, COMPLETENESS AND/OR TIMELINESS OF THE DATABASE, (D) THE SERVICE IS NOT INTENDED TO AND DOES NOT PROVIDE TAX, LEGAL OR INVESTMENT ADVICE, (E) THE SUBSCRIBER SHOULD SEEK INDEPENDENT TAX, LEGAL AND/OR INVESTMENT ADVICE BEFORE ACTING ON DATA OBTAINED FROM THE DATABASE, AND (F) C6 SHALL NOT BE UNDER, AND EXCLUDES TO THE FULLEST EXTENT PERMITTED BY LAW ALL LIABILITY TO THE SUBSCRIBER FOR, ANY LIABILITY WHATSOEVER IN RESPECT OF (i) ANY MISTAKES, ERRORS, INACCURACIES OR OMISSIONS IN, OR INCOMPLETENESS OF, THE DATABASE, (ii) DELAYS IN UPDATING THE DATABASE OR NON-AVAILABILITY THEREOF (iii) LOSS OF PROFIT, BUSINESS REVENUE, GOODWILL AND ANTICIPATED SAVINGS (WHETHER DIRECT OR INDIRECT) INCURRED THROUGH THE USE OF THE DATABASE; (iv) TRADING, INVESTMENT OR OTHER LOSSES WHICH SUBSCRIBER MAY INCUR AS A RESULT OF USE OF OR RELIANCE UPON THE DATABASE AND/OR DATA AND/OR (v) INTERNET FAILURE, AND/OR FAILURE OF THE SUBSCRIBER TO HAVE IN PLACE ANY NECESSARY SOFTWARE OR EQUIPMENT; AND/OR (vi) ANY CLAIM THAT THE PROVISION OF THE DATA INFRINGES ANY LAW.
- 6.5 Each party excludes liability for any indirect, special, incidental and/or consequential loss and/or damage incurred by the other party in connection with this Agreement.
- 6.6 Subject to the other provisions of this clause 6, the aggregate liability of C6 shall be limited to the aggregate total of the Charges payable by the Subscriber under this Agreement during the twelve month period immediately preceding the date of the event(s) giving rise to the claim.
- ## 7. TERMINATION
- 7.1 Either party may terminate this Agreement forthwith by notice in one or more of the following events:-
- 7.1.1 if the other is in material default of any obligation imposed by this Agreement, and in the case of a default capable of remedy, fails to remedy such default within fifteen business

- days of receipt of a notice specifying the default and requiring its remedy; and/or
- 7.1.2 if the other makes an arrangement with or assignment in favour of its creditors or goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or has a receiver or administrator appointed over its property or assets or any part thereof or ceases (or threatens to cease) trading.
- 7.1.3 Subscriber can terminate this Agreement from the last day of the then current Year by giving C6 written notice at least 90 days prior to such last day.
- 7.2 C6 shall be entitled to terminate and/or vary this Agreement forthwith upon notice to the Subscriber in the event that C6 in its sole discretion determines that the continued supply of access to the Database infringes and/or is likely to infringe any law.
- 7.3 Should the Subscriber undergo a significant change in ownership such that a competitor of C6 obtains effective control of the Subscriber, C6 shall have the right to terminate this Agreement immediately by giving notice to the Subscriber.
- 7.4 Without prejudice to its rights at 7.1, C6 may suspend the provision of access to the Database in the event of late payment of any amount by the Subscriber.
- 7.5 Termination of this Agreement for any reason shall not affect the rights or liabilities of either party, which may have accrued up to the date of termination.
- 7.6 On termination or expiry of this Agreement, the licence granted at clause 2.1 shall terminate.
- 7.7 Clauses 4, 5, 6, 7, 9 and 11.9 shall survive termination of this Agreement.
- 8. ASSIGNMENT AND SUBCONTRACT**
- 8.1 This Agreement is personal to the Subscriber and the Subscriber shall not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of C6.
- 8.2 C6 may assign its rights and obligations under this Agreement (in whole but not in part) to any company controlled by, controlling or in common control with it.
- 8.3 C6 may subcontract any of its obligations or responsibilities under this Agreement to a third party.
- 9. CONFIDENTIALITY**
- 9.1 Each party shall keep confidential all information of the other party as may reasonably be deemed to be confidential, and shall not disclose the same to any other party (save as specifically permitted by this Agreement, and/or save as required by law or regulatory authority, and/or save to the extent that the information is now or subsequently becomes public knowledge through no fault of the other party or as required by law or regulatory authority). Subscriber agrees that C6's confidential information includes the terms of this Agreement, the Charges (including any increase) and all details of the Database and the software contained in it
- 9.2 For the avoidance of doubt C6 may disclose the identity of the Subscriber, its employees and or any Subscriber's User to meet any requirement of any obligation of law. To the extent that any such information contains personal data for the purposes of the Data Protection Act 1998, the Subscriber warrants and represents to C6 that it has secured such consents as may be required under that legislation.
- 10. PUBLICITY**
- 10.1 The Subscriber shall not use the name, trademarks, service marks, logos, domain names, or any other identifiers of C6 in any way without prior written approval of the lawful owner of such identifier in each instance.
- 11. GENERAL**
- 11.1 Neither party shall be under any liability to the other party for any breach of this Agreement which arises by reason of Force Majeure (provided that this shall not relieve any breach of any obligation to pay).
- 11.2 If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, that part shall be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.
- 11.3 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or other provision of this Agreement and no waiver shall be effective unless made in writing.
- 11.4 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreement or understanding between them relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on any representation or warranty except as expressly set out in this Agreement.
- 11.5 No variation of this Agreement shall be valid unless agreed in writing by the parties.
- 11.6 Failure or neglect by either party to enforce any of the provisions of this Agreement at any time shall not be construed or deemed to be a waiver of that party's rights nor shall this in any way affect the validity of the whole or any part of this Agreement, nor prejudice that party's rights to take subsequent action.
- 11.7 Any notice to be given by either party to the other shall be in writing and delivered by hand or sent by post to the address of the other party as set out in the Purchase Order or such other address as a party may from time to time have communicated to the other in writing. Any such notice shall take effect if delivered or posted, upon delivery.
- 11.8 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts.
- 11.9 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto hereby agree to submit to the non-exclusive jurisdiction of the English courts.