

TERMS OF USE

In consideration of the Master Agreement entered into between Resilinc Corporation (“**RESILINC**”) and the Society incorporated by Lloyd’s Act 1871 by the Name of Lloyd’s (“**Lloyd’s**”) dated 02 August 2019, these Terms of Use set forth the terms and conditions under which RESILINC agrees to provide its EventWatch Solution and/or Licensed Data (each as defined below, and collectively, the “**Services**”) to you (as a User) who is interested in using the EventWatch Solution and/or Licensed Data.

1.0 EventWatch Solution. These Terms of Use refer to the EventWatch Solution. The EventWatch Solution is a cloud and mobile based software solution, which uses artificial intelligence and tracks millions of sources to allow users to monitor events relevant to their business interests. It includes the following functionality:

- Monitors and provides users with update notifications in relation to “sites” and “points of interest” relevant for the user’s business interests.
- Tracks over forty (40) news types, social media and regulatory agencies in over fifty (50) languages.
- Provides users with alerts contextualised with natural language processing.
- Includes an “Event War Room” to help users analyse the impact of events in real-time on the user’s business interests.
- Includes a “What if” scenario planner.
- Provides users with comprehensive research, expert commentary and up to date guidance.

2.0 Users: Only designated specific Users are allowed to use the EventWatch Solution. A User is defined as someone who (i) has accepted these Terms of Use; (ii) is an employee of any of the member firms of the Society of Lloyd’s (“**Lloyd’s**”), the International Underwriting Association of London Limited (“**IUA**”), the Lloyd’s Market Association (“**LMA**”), or the London and International Brokers’ Association Limited (“**LIIBA**”); and (iii) is accessing or intends to access the EventWatch Solution or Licensed Data or both during the Term.

3.0 Term: These Terms of Use shall have an initial term commencing on the date of acceptance of these Terms of Use by the User until 01 August 2020. Thereafter, these Terms of Use shall be automatically renewed for successive one year terms, unless (i) the User notifies the RESILINC by email at support@resilinc.com of its intention to cancel the renewal 30 days prior to the end of the Term or any subsequent term, and/or (ii) the Master Agreement has not been renewed.

4.0 Resilinc License Grant. Subject to these Terms of Use, RESILINC grants the User a revocable, non-exclusive, non-transferable, non-sublicensable, worldwide and limited license to access and use the EventWatch Solution, during the Term, solely for the User’s Internal Business Purposes.

5.0 “User’s Internal Business Purposes” means business activities carried out solely for the User’s internal business purposes, such as (i) understanding events that may affect their clients’ and/or their employer’s clients’ (re)insured risks, (ii) understanding their employer’s risks, and (iii) pricing such risks and understanding risk aggregations.

6.0 Proprietary Rights. Subject to the limited rights expressly granted hereunder, Resilinc reserves all rights, title and interest in and to the EventWatch Solution, including all related intellectual property rights. All updates, modifications, enhancements and new versions and all derivative works based thereon; together with all copyrights, patents, trade secrets, database rights and other intellectual property rights associated therewith or appurtenant thereto are collectively, the property of Resilinc.

7.0 Use of EventWatch Solution. Resilinc shall provide the User with a User ID and any information and authorisations necessary for the User to use the EventWatch Solution. Each User may only access the EventWatch Solution through their own account and password. The User shall ensure that their account registration information is at all times up to date. The User shall be solely responsible for

ensuring that they maintain the confidentiality of their accounts and passwords and using reasonable efforts to prevent unauthorized access to the EventWatch Solution. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users).

8.0 **“User Data”** means any data supplied by the User in connection with the Services. User Data remains the property of the User and RESILINC shall not share the User Data with any third parties.

9.0 **“Licensed Data”** means any data that is not User Data, and includes, but is not limited to, publicly available data that is mined and compiled by RESILINC, shared by third parties for use by Resilinc Customers on the EventWatch Solution, data acquired by RESILINC from free or paid sources, event monitoring data, event history, supplier information, performance and usage metrics generated by RESILINC, benchmarking, maturity models and best practices guides as well as Resilinc R Score and other derivative products as well as content generated by Resilinc such as event notifications, event research and analysis etc. For avoidance of all doubt, all publicly available data that is consolidated by Resilinc using Resilinc resources is Licensed Data. The User’s use of Licensed Data is subject to terms and restrictions laid out in these Terms of Use.

10.0 **Licensed Data Terms.** RESILINC grants the User a revocable, non-exclusive, non-transferable, non-sublicensable, and limited license to use the Licensed Data accessible to the User, solely for User’s Internal Business Purposes. RESILINC or its Licensors shall have no obligation to validate, update refresh or modify the Licensed Data. RESILINC or its licensors, as applicable, shall own all rights, title and interest in and to the Licensed Data and underlying technology.

11.0 **Data Protection.** Both parties shall comply fully with their obligations under (i) the Data Protection Act 2018; and (ii) the European Union’s General Data Protection Regulation (EU) 2016/679 (the **“Data Protection Legislation”**). For the purposes of the Data Protection Legislation, the User is the controller and RESILINC is the processor. RESILINC will in relation to the processing of personal data, comply with its obligations under the Data Protection Legislation and ensure the protection of the rights of data subjects, and will not do or omit to do anything which causes either party to breach any of its obligations under the Data Protection Legislation.

12.0 **Termination.** A User may choose to individually terminate their Terms of Use at any time within the Term by notifying RESILINC by email at support@resilinc.com of their intention to terminate. Any such User termination shall be effective immediately upon RESILINC’s receipt of the email. If a User terminates their Terms of Use, then RESILINC shall delete all of the individual User’s User Data within 30 days of the termination effective date, including from backup systems and databases. These Terms of Use shall terminate automatically in the event the Master Agreement is terminated. If these Terms of Use are terminated as a result of the Master Agreement being terminated, RESILINC shall delete all User Data within 30 days of the termination effective date, including from backup systems and databases.

13.0 **Confidentiality.** Each party shall retain in confidence all confidential, proprietary and/or non-public information of the other party (**“Confidential Information”**). RESILINC Property, including all feedback provided by Users to Resilinc, shall be deemed the Confidential Information of RESILINC.

14.0 **LIABILITY.** IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY: INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER REGARDLESS OF THE CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY WILL BE LIMITED TO FEES PAID DURING PREVIOUS 12 MONTHS. The User’s total liability to RESILINC, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms of Use shall in any 12-month period be limited to £1,000 in such 12-month period.

15.0 **Other terms** RESILINC agrees that any other terms contained (i) on the EventWatch Solution, (ii) in any communication from RESILINC to the User, or (iii) on RESILINC’s or the EventWatch website, shall not apply to the User.

16.0 **Governing Law.** These Terms of Use and any non-contractual obligations arising out of or in connection with them shall be governed by English law. Each party irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms of Use and that accordingly any proceedings arising oy of or in connection with these Terms of Use shall be brought in such courts.