

# PREVIOUS VERSION: ICIS TERMS AND CONDITIONS FOR CHINA (PRIOR TO MARCH 2023)

## ICIS条款和条件 (“条款”) (2022年1月更新)

These terms were previously available at <https://www.icis.com/explore/terms/china-terms-and-conditions-eng/>. The English translation of these ICIS Terms and Conditions for China follows these Chinese-language terms.

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本条款包含以下定义：

## 1. 一般条款

**1.1** 本条款适用于由泛亚律商信息服务（上海）有限公司（以ICIS名义开展交易，“ICIS”）提供或代表其提供的、由客户通过经ICIS接受并履行的签署订单（“订单”）可能不时订购的所有ICIS产品和服务。

**1.2** 各订单注明客户订购的具体ICIS产品和服务、应付费用以及对本条款的具体修改。所有订单均适用并包含本条款。若订单修改本条款任何规定，则以订单的规定为准。

1.3 除订单中明确授权的许可关联方外，本条款项下授予的许可不得适用于客户的任何其他关联方。除经ICIS事先明确书面批准外，客户不得向其关联方提供任何ICIS产品和服务。客户应对各许可关联方遵守本条款的情况负责，且应就其许可关联方的一切作为和不作为承担责任。

1.4 特定服务（包括互联网信息服务及国外调查服务）可直接由第三方服务提供商或分包商运营或提供。除客户与ICIS签署的任何协议中规定外，ICIS仍应根据本协议条款对服务负责。

## 2. 许可条款及使用限制

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2.1 在客户遵守适用于客户的所有法律法规及客户履行其在本条款项下义务（包括及时支付所有费用）的前提下，ICIS授予客户一项非排他、不可转让、不可分许可、期限有限且可撤销的许可，允许客户及其许可业务功能的许可用户在许可站点仅为许可目的且在始终适用并遵守本条款的前提下访问和使用ICIS产品和服务以及许可材料。所有其他用途均明确保留并予以禁止。

2.2 受限于前述规定，客户及其许可用户可：

- 2.2.1 在屏幕上检索、查询和展示通过许可材料访问的数据；
- 2.2.2 使用ICIS产品和服务中包含的打印指令，就许可材料中包含项目制作有限数量的打印件；
- 2.2.3 下载并以机器可读格式存储许可材料少量部分的单一拷贝；
- 2.2.4 为客户审计和监管目的（但不得为任何其他目的），下载并存储相关许可材料的单一拷贝。

2.3 下列行为未在本许可中获得许可，需适用单独的额外许可或协议以及额外或不同的费用或支付安排：

- 2.3.1 创建衍生材料，
- 2.3.2 转售或分销给第三方。

2.4 客户不得：

- 2.4.1 概述、下载、存储、再制作、传输、展示、复制或使用许可材料，但本条款或订单明确允许的除外；
- 2.4.2 出借、出售、转售、许可、分许可、分销、提供、出租或租赁任何ICIS产品和服务或许可材料的任何部分或将许可材料加入任何服务中心或外包服务中；
- 2.4.3 未经ICIS明确书面允许，修订ICIS产品和服务或许可材料；
- 2.4.4 使用任何算法、应用、设备、方法、系统或软件

- (i) 访问、使用、检索、复制、监控、挖掘、提取或抓取ICIS产品和服务中的数据或其他许可材料；或
  - (ii) 对ICIS产品和服务的任何部分或ICIS使用的任何使用跟踪应用或程序予以禁用或使其不能工作；
- 2.4.5 向许可用户之外的任何人传播、分销或提供许可材料，制作许可材料的多份打印件或拷贝，或以其他方式允许上述行为，不论是明示的或默示的（但根据下文第2.5条在演示中临时加入的使用除外）；
- 2.4.6 在局域网、广域网或任何内联网或外联网上向除许可用户以外的任何人提供ICIS产品和服务或任何许可材料，但为实现许可用途所需要而提供的除外；
- 2.4.7 非作为ICIS产品和服务的一部分使用或授权使用ICIS产品和服务中包含的软件；
- 2.4.8 为监控ICIS产品和服务的可用性、性能或功能或为任何其他竞争性目的使用或访问任何ICIS产品和服务；
- 2.4.9 为任何非法目的或配合任何非法目的使用ICIS产品和服务或其中的许可材料；
- 2.4.10 干扰或破坏任何ICIS产品和服务或其中包含的第三方数据的完整性或性能；
- 2.4.11 移除ICIS产品和服务或许可材料中包含的或包括的任何版权或其他专有权利声明；
- 2.4.12 以规避合同规定的使用限制的方式允许或寻求获得对任何ICIS产品和服务的直接或间接访问或使用；
- 2.4.13 除适用法律允许外，复制、逆向工程、反编译或修订ICIS产品和服务中包含的任何软件或ICIS产品和服务中包含的任何软件的任何部分、特征、功能或用户界面，或试图发现用于提供ICIS产品和服务的源代码或脚本；
- 2.4.14 以可能侵犯ICIS、其关联方、任何ICIS的第三方数据提供商和/或任何其他第三方知识产权的方式使用ICIS产品和服务；
- 2.4.15 实施任何被合理认为会损害ICIS或任何ICIS关联方与其第三方提供商或与任何第三方之间关系的行为；或
- 2.4.16 以本条款或订单未明确授权的方式使用ICIS产品和服务和任何许可材料。

2.5 若ICIS与客户在订单中约定客户可在给顾客和潜在顾客的演示中临时加入许可资料的小段摘录，客户应承认ICIS为数据来源，并在所有演示中随摘录作出以下免责声明：“本信息摘录自ICIS产品。ICIS不曾阅读或审阅本文件中可能出现的任何结论、建议或其他观点。ICIS对其数据的准确性、充分性、及时性或完整性，或其适用于任何特定目的不作出任何明示或默示的保证。ICIS在法律允许的最大范围内拒绝就与使用其数据及其他内容相关的或引起的任何及所有责任。”

2.6 ICIS对于受益于、使用或依赖ICIS产品和服务或能够访问许可材料的任何第三方不承担任何义务或责任。客户对于ICIS因该等第三方向ICIS提起的任何权利主张招致的所有责任、损失、损害赔偿、支出和费用向ICIS作出赔偿。

2.7 对ICIS产品和服务的使用及访问均适用使用限制，包括订单载明的数量限制。若客户超出合同规定的使用限制，ICIS可就超出合同限制的使用收取费用。

2.8 客户授予ICIS及其关联方：

- 2.8.1 一项免使用费、非排他及世界范围内的许可，允许其为制作和提供ICIS产品和服务所合理必要，托管、复制、传输、修改、改编、翻译、混合其他数据并展示客户数据；及
- 2.8.2 一项世界范围内、永久的、不可撤销且免使用费的许可，允许其在ICIS的和/或其关联方的服务和产品（包括ICIS产品和服务）中纳入客户数据以及客户或用户就任何ICIS的或其关联方的服务和产品的运行或其他属性提出的任何意见、增强请求、建议、更正或其他反馈。

## 3. 费用

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3.1 客户应支付所有适用费用，并同意其访问和使用ICIS产品和服务以及许可材料以客户支付所有适用费用为前提。

3.2 付款义务不可撤销，且已付费用不可返还，但本条款下明确规定的相反情况除外。

3.3 许可的使用数量或等级在任何合同年内均不得减少。

3.4 已开发票的费用自发票日起三十（30）日到期应付。客户有义务向ICIS提供完整准确的账单和联系信息，并在该等信息发生变更时通知ICIS。

3.5 若ICIS截至到期应付日未收到任何已开发票的费用，则在不限限制ICIS权利或救济的前提下：

- 3.5.1 该等费用可按百分之九（9%）月利率基于**每年尚未支付的剩余款项**累计产生延迟利息；
- 3.5.2 ICIS可中止或终止客户对ICIS产品和服务的访问，直至该等款项全额支付；和/或
- 3.5.3 ICIS可将比本条款载明的付款期限更短的期限作为将来续展的条件。

3.6 ICIS费用不包括可由任何法域核定的任何税款、征税、关税或任何性质的类似政府核税，包括如增值税、销售税、使用税或预扣税（合称“税款”），但发票中明确列明的除外。客户负责支付其在本协议项下购买和使用相关的所有税款。若ICIS负有支付或收取税款的法律义务，ICIS应向客户出具发票，且客户应支付该款项，除非客户向ICIS提供经适当税务机关出具的有效免税证明。为明确起见，ICIS全权负责基于ICIS的收入、财产和员工针对ICIS核定的税款。

## 4. 访问ICIS产品和服务；安全

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**4.1** 客户应确保其计算环境、网络、连接性、终端和其他拟定设备均与ICIS产品和服务的要求相兼容，并符合ICIS就ICIS产品和服务以及许可材料的安全作出的指示。客户应建立并维持适当且最新的、设计用于防止未经授权访问、披露、复制或分销所有许可材料的技术与组织措施，且客户应遵守ICIS就许可材料保护及盗版预防行为相关的任何事项不时作出的合理指示。

**4.2** ICIS可能会向客户和许可用户分配特别指定的用户名和密码，仅供用户或许可用户用于访问产品和许可材料。用户名创建后即专属于指定的个人许可用户，不得共享或转让。ICIS可根据其标准安全流程不时修改用户名和/或密码，并应相应地通知客户。

**4.3** 若客户知晓或怀疑任何未经授权之人已取得密码，其应立即通知ICIS。ICIS应相应地修改密码并通知客户。

**4.4** 若任何许可用户因任何原因不再需要访问ICIS产品和服务以为客户履行工作，客户应立即通知ICIS，以便能够及时禁止该许可用户对ICIS产品和服务以及相关文档的访问。

**4.5** 若ICIS怀疑密码由多于一人使用或由为之创建密码的许可用户之外的任何人使用，或若ICIS发现对许可材料的使用超出了适用订单载明的许可使用，ICIS有权立即中止客户和/或个人账户的访问或撤销相关密码。

## 5. 变更ICIS产品；停止

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**5.1** ICIS有权经合理通知不时更新、增强、撤回或以其他方式变更ICIS产品和服务。

**5.2** 在上述通知期内，客户有权经通知终止受影响的ICIS产品和服务相关的许可，并有权要求返还受影响的ICIS产品和服务剩余未使用期限的费用。若客户在ICIS通知期满前未行使本终止权，客户即已接受变更后的产品，且不得再行使本终止权。

**5.3** 若ICIS停止提供任何ICIS产品和服务，ICIS有权选择就适用合同年的任何预付费未使用部分向客户返还款项，或提供替代产品。

## 6. 变更条款

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**6.1** ICIS有权自行决定变更本条款并通知客户。自ICIS发出通知之日起的三十（30）个日历日期间内，客户有权经通知终止受影响的产品和服务相关的许可。若客户自ICIS通知之日起三十（30）个日历日内未行使终止权，客户即已接受变更后的条款，且不得再行使本终止权。



## 7. ICIS产品和服务的可用性

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7.1 ICIS应尽合理努力确保客户和许可用户可以使用ICIS产品和服务，但为进行定期或紧急维护的停工期（应将此维持在最低程度）除外。

7.2 就交付任何特定ICIS产品和服务或许可材料而言，时间并非关键要素，ICIS的唯一义务及客户的唯一且排他的救济即请求ICIS在现实可行的情况下尽快交付服务或恢复服务。

## 8. 知识产权

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8.1 客户同意，所有ICIS产品和服务、许可材料、及衍生材料中的许可材料及其所有汇编，以及ICIS提供的文档包含的或相关的知识产权均系且应属于ICIS或（若适用）其第三方许可人的独家财产。

8.2 除本条款列明的使用ICIS产品和服务或许可材料的有限许可外，ICIS就该等ICIS产品和服务或许可材料未授予或转让任何权利，且本条款任何规定均不得视为就ICIS知识产权授予任何许可、分许可、知识产权或其他主张或利益。

8.3 若客户就任何ICIS产品和服务或许可材料享有任何权利，客户应在就所有目的、应用和使用领域作出完整的所有权担保（包括通过转让将来的知识产权）的情况下，向ICIS转让所有该等知识产权，包括就任何过去、现在和将来的损害采取行动并就任何侵权行为采取其他救济的权利。客户必须签署并实施，并应促使任何关联方和客户代表签署并实施ICIS可能认为使本条生效所合理必要的该等文件及事项。

8.4 若许可材料包含第三方许可人许可的数据和/或其他材料，该等许可材料系按不时告知客户的该等第三方许可人的条款和条件提供。

## 9. 赔偿

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9.1 对于因任何第三方主张ICIS向客户提供的许可材料侵犯该等第三方版权或商标（“权利主张”）导致的应付给该第三方的任何及所有支出、责任、损失和费用（包括但不限于合理的律师费），ICIS应赔偿客户、为其进行抗辩并使其免受损害。

9.2 仅在权利主张针对的许可材料依ICIS提供的原样使用构成侵权，且该等许可材料尚未被修订、修改、调整、更改、合并或与非ICIS提供的任何材料或数据混合或结合使用的情形下，才适用本赔偿。

### 9.3 本赔偿需进一步满足以下条件：

- 9.3.1 客户尽快就该权利主张向ICIS发出书面通知；
- 9.3.2 ICIS就**每**项权利主张拥有控制和指示调查、抗辩及和解的独家权利；及
- 9.3.3 客户由ICIS承担**相**关费用，就上述事项合理配合ICIS，且客户不会未经ICIS事先书面授权承认任何事项或提出和解。
- 9.4 若许可材料成为或ICIS认为其有可能成为权利主张的对象，则由ICIS选择并承担费用，并作为客户唯一且排他的救济，客户应允许ICIS采取下列任何一项行为：
  - 9.4.1 为客户取得继续使用许可材料的权利；
  - 9.4.2 替换或修订许可材料，使其不再侵权；或
  - 9.4.3 向客户返还其就权利主张针对的相关许可材料已付但尚未使用部分的费用。

9.5 因客户或其许可用户未经授权使用ICIS产品和服务或许可材料，引起任何第三方针对ICIS提出的或提起的任何主张或行为，直接或间接导致ICIS招致任何责任、损失、损害赔偿、支出或费用的，客户应赔偿ICIS。

9.6 对于第三方声称提供给ICIS的任何客户数据侵犯或盗用了该第三方的知识产权而针对ICIS及其**关**联方提出或提起的，或因客户违反本条款或适用法律或法规使用ICIS产品和服务引起的任何主张、要求、诉讼或法律程序（单称一项“第三方权利主张”），客户应为ICIS及其**关**联方进行抗辩。对于因第三方权利主张最终裁决ICIS支付的任何损害赔偿及支出，或ICIS就第三方权利主张根据客户书面批准的和解安排支付的任何款项，客户应赔偿ICIS，但前提是ICIS：(i) 将第三方权利主张立即书面通知客户；(ii) 向客户提供所有合理协助，并由客户承担相关支出。

## 10. 核查和审计

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10.1 客户应在ICIS提出书面请求后十四（14）个日历日内提供以下材料：

- 10.1.1 拥有ICIS产品和服务访问权限的所有个人的名单；及
- 10.1.2 对客户及其许可用户如何使用ICIS产品和服务以及许可材料的说明。

10.2 经提前合理时间向客户发出书面通知后，ICIS（包括其代表及其**关**联方或任何监管机构的代表）（“审计代表”）有权直接或通过第三方审计机构，且以不超过每十二（12）个月一次的频率，在客户正常营业时间内进行审计，以核查对ICIS产品和服务的使用方式是否符合本条款和订单的规定。

10.3 客户应配合审计代表，并提供审计代表合理要求的信息。

10.4 在不影响ICIS其他权利或救济的前提下，若ICIS**确定**客户、客户关联方、客户代表和/或任何许可用户对ICIS产品和服务或许可材料的使用方式与本条款不相符，无论是否因本条款下开展的核查或审计而确定，客户应：

- 10.4.1 由ICIS选择，立即停止该不相符的使用，并向ICIS支付足以允许该使用的额外费用；及
- 10.4.2 向ICIS偿付未经许可使用许可材料应付的费用以及相关审计费用。

10.5 ICIS应对在该等核查或审计过程中取得的、涉及客户业务的所有信息予以保密。

10.6 ICIS在本条项下的权利应在本条款期限内及其期满后六（6）个月内持续有效。

## 11. 保证； 责任限制

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11.1 ICIS应按‘原样’和‘可用’状态提供ICIS产品和服务及许可材料。ICIS在法律允许的范围内排除就适用于特定目的、适销性、准确性、及时性及完整性的所有默示保证。对于许可材料中出现的任何类型的错误和遗漏（不论因何原因产生）或使用ICIS产品和服务或许可材料造成的结果，ICIS概不承担责任。

11.2 本条款或订单任何规定均不得就以下事项排除或限制任何一方的责任：

- 11.2.1 因该方（或其代理人或分包商）疏忽造成的死亡或人身伤害；
- 11.2.2 欺诈或欺诈性不实陈述；
- 11.2.3 因违反本条款保密义务相关规定产生的损失；及
- 11.2.4 法律上不能予以限制或排除的事项。

11.3 除第11.2条另有规定外，在任何情形下，各方及其所有关联方因本条款产生或与之有关的责任总和不得超过本条款项下的客户和客户关联方在首次引发前述责任的首次事故发生前十二（12）个月内就导致前述责任的ICIS产品和服务所支付的总金额。不论诉讼系基于合同或侵权且不论基于何种归责理论，前述限制均应适用，但不得限制客户及客户关联方的付款义务，即使一方或其关联方已被告知该等损害的可能性或者一方或其关联方的救济无法实现其根本目的。

11.4 除第11.2条另有规定外，在任何情形下，任何一方或其关联方就以下任一事项均不承担因本条款和/或任何订单产生或与之有关的任何责任：

- 11.4.1 利润、业务或收入损失；
- 11.4.2 预期储蓄损失；
- 11.4.3 商誉损失；
- 11.4.4 业务中断；
- 11.4.5 数据损失（包括数据的使用或接收）；或
- 11.4.6 任何间接、特殊、附带、结果性或惩罚性损害赔偿。不论诉讼系基于合同或侵权且不论基于何种归责理论，前述限制均应适用，但不得限制客户及客户关联方的付款义务，即使一方或其关联方已被告知该等损害的可能性或者一方或其关联方的救济无法实现其根本目的。



**11.5 在不影响任何前述规定的情形下，ICIS对于因以下事项引起的或与之有关的对本条款任何规定的违约行为不承担任何责任：**

- **11.5.1** 违反本条款使用任何ICIS产品和服务；
- **11.5.2** 除ICIS或经ICIS明确授权作出该改动之人以外的任何人对任何ICIS产品和服务作出任何改动；
- **11.5.3** 由除ICIS以外的任何人导致延迟或未能向客户提供任何ICIS产品和服务；或
- **11.5.4** 客户违反本条款，或客户、任何客户关联方或任何客户代表作出任何其他非法或疏忽的行为或不作为。

**11.6** ICIS产品和服务可能包含链接至外部网站的链接。对于该等网站的内容，ICIS不承担责任且没有控制权，并在法律允许的范围内就该等网站上可获得的或通过超链接从ICIS产品和服务中可访问的信息不承担任何责任和义务。

## **12. 期限；中止及终止**

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**12.1** 订单期限应于起始日起算。

**12.2** 除订单另有规定外，每份订单应以十二（12）个月（或订单中规定的其他期限）为期间进一步自动延期，除非任何一方在期满前至少三十（30）个日历日向另一方发出取消续约的通知。

**12.3** 就每个续约期限到期应付的费用应按所订购的ICIS产品和服务届时所适用的价格核定。

**12.4** 在不影响ICIS可获得的任何其他权利或救济的情形下，发生下列情形的，ICIS有权立即中止或终止客户对任何ICIS产品和服务的访问和/或本条款且无需支付任何赔偿：

- **12.4.1** 客户违反本条款；
- **12.4.2** 客户未能在到期应付之日后十四（14）个日历日内向ICIS付款，且在收到ICIS指明该等违约行为并要求其予以补救的书面通知后十四（14）个日历日内未能补救该等违约行为；
- **12.4.3** 客户在任何时间变得资不抵债或破产（或任何法域中的同等情形）或与其债权人或为其债权人利益达成任何安排或强制或自愿歇业（在未发生资不抵债的情形下出于善意重组或合并目的的除外）或就其全部或部分业务或资产指定接管人或停止或即将停止经营业务；
- **12.4.4** 客户或控制客户的任何实体收购另一法律实体，被另一法律实体收购和/或与另一法律实体合并；或
- **12.4.5** 客户或任何许可用户受到任何贸易制裁政策的制裁，包括但不限于新加坡、大英联合王国、欧洲联盟、联合国或美利坚合众国实施的制裁政策。

12.5 此外，如果ICIS合理怀疑客户或任何许可用户违反本条款，ICIS有权中止向客户提供ICIS产品和服务，并可就恢复ICIS产品和服务向客户收取合理费用。

## 13. 终止或期满的后果

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13.1 期满或因任何原因终止或解除后，客户、其关联方、所有客户代表及所有许可用户应立即停止使用所有已终止的ICIS产品和服务及许可材料，并应从其每个系统、应用或其他存储中立即删除该等许可材料。经ICIS请求，客户应向ICIS提供有关销毁该等许可材料的证明。

13.2 有关删除许可材料的承诺不适用于任何适用法律或监管义务（包括专业机构规则）（不论何种情形，仅限于在任何该等义务要求的范围和期限内）要求客户留存的任何数据，前提是只要客户：

- 13.2.1 继续遵守本条款第2.4条（许可限制）、第4.1条（安全）、第8条（知识产权）及第15条（保密）中的规定；及
- 13.2.2 仅在其档案中留存该等许可材料的副本，且无论因何原因均不将该等许可材料用于其业务的任何部分。

13.3 在任何情形下，终止或期满均不得免除客户就终止生效日前的期间向ICIS支付任何应付费用的义务。

13.4 如果订单因适用ICIS产品和服务被停止以外的任何原因终止，客户须向ICIS支付涵盖现有订单剩余期限的任何未付费用。

13.5 本条款的期满或终止不得影响各方已产生的权利和义务，尤其是第21条（定义）、第8条（知识产权）、第10条（核查和审计）、第11条（责任限制）、第15条（保密）以及列明客户支付本条款项下的所有到期应付款项义务的第3条（费用），应在期满或因任何原因终止后继续有效。

## 14. 数据保护

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14.1 术语“控制方”、“数据主体”、“个人数据”、“个人数据泄露”、“处理”及“处理方”应具有数据保护法所赋予的含义。相关数据保护法提及术语‘数据控制方’或‘数据处理方’的，该等术语应解读为分别指控制方和处理方。

“数据保护法”指适用于本条款项下个人数据处理的所有数据保护法律法规，包括大英联合王国（“英国”）、瑞士、欧洲经济区（“欧洲经济区”）和欧洲联盟（“欧盟”）的数据保护法律法规，包括欧洲议会与欧盟委员会于2016年4月27颁布的于2018年5月25日生效的

关于在个人数据处理方面保护自然人以及此类数据自由流动的2016/679号条例，同时废除第95/46/EC号指令（《通用数据保护条例》）（“《保护条例》”）。

14.2 客户承认，在访问和使用ICIS产品和服务及许可材料的过程中，客户及许可用户应提供个人数据。客户陈述并保证，客户及许可用户在向ICIS提供个人数据的过程中已遵守数据保护法和《中华人民共和国网络安全法》项下所有适用义务，包括就ICIS处理该等个人数据发出任何必需的通知及取得任何必需的同意和授权，且其对个人数据的使用和其他处理相关的决定或行为负责。

14.3 若ICIS代表客户担任个人数据处理方，ICIS应根据数据保护法及自2018年5月25日起根据随附于本条款的《保护条例》数据处理附录（“数据处理附录”）处理该等个人数据。

14.4 客户确认并同意，ICIS提供的服务包括 (i) 汇编ICIS产品和服务及许可材料的性能、运行和使用相关的统计信息或其他信息，和 (ii) 为安全和运营管理或研发目的，以聚合和/或匿名化形式使用数据，但前提是该等信息和数据不得识别或用于识别客户或任何数据主体的身份。

14.5 客户同意，虽然ICIS产品和服务提供了相关分析和见解，客户应自行对其以来自ICIS产品和服务的见解作为诸多考虑因素之一可能作出的任何决定负责；因此，客户应负责遵守《保护条例》第21条或第22条项下的任何要求（在可能产生相关要求时），并负责回复任何数据主体的任何请求（受限于数据处理附录第4条）。

## 15. 保密

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15.1 从另一方（“披露方”）接收保密信息的每一方（“接收方”）应：

- 15.1.1 仅为履行其在本条款项下的义务使用披露方的保密信息；
- 15.1.2 应确保披露方的保密信息的安全，并采取不逊于接收方就其自身保密或专有信息所采取的安全措施和注意程度（但不逊于合理的注意程度）以保护披露方的保密信息；及
- 15.1.3 除经披露方事先书面同意或根据本条规定外，不得向任何第三方披露披露方的保密信息。

15.2 接收方能够证明保密信息存在以下情形的，则不适用保密义务：

- 15.2.1 未违反对披露方的任何义务即为或成为公众周知的信息；
- 15.2.2 未违反对披露方的任何义务由接收方在披露方披露前已知的信息；
- 15.2.3 未违反对披露方的任何义务从第三方接收的信息；或
- 15.2.4 由接收方独立开发的信息。

**15.3** 本条款期满或终止后，除本条款另有规定外，各方应立即归还或销毁另一方的相关保密信息及该等保密信息的任何副本、摘录和衍生品。

**15.4** 接收方可在法律强制要求时披露披露方的保密信息，前提是接收方（在法律允许的范围内）事先向披露方发出有关强制披露的通知，且若披露方拟就强制披露提出异议的，提供合理协助，相关费用由披露方承担。

**15.5 每一方承认**违反本条规定可能对另一方造成无法弥补的损害，且金钱损害赔偿可能无法构成充分救济。因此，如果一方违反本条规定，另一方有权寻求任何普通法或衡平法救济。本条规定应在本条款终止或期满后继续有效。

## 16. 通知

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**16.1 致客户。** ICIS可根据本条款通过以下方式通知客户：(i) 在ICIS网站上发布通知；或(ii) 向届时与客户帐户相关联的电子邮件地址发送消息。ICIS通过在其网站上发布方式提供的通知应在发布后即生效，通过电子邮件所作通知应在ICIS发送有关电子邮件时生效。客户有责任维持最新的电子邮件地址。向届时与客户帐户相关联的电子邮件地址发送电子邮件后，应视为客户已收到该电子邮件，不论客户是否已实际收到该电子邮件。

**16.2 致ICIS。** 为根据本条款向ICIS作出通知，客户须按以下方式联系ICIS：专人递送、隔夜快递或挂号或认证邮件，地址为LNRS Data Services Pte. Ltd, Plaza 8@CBP, 1 Changi Business Park Crescent Tower A, #06-01 Singapore 486025，收件人为法务部，电子邮件地址为 [legalnotices@lexisnexisrisk.com](mailto:legalnotices@lexisnexisrisk.com), [csc@icis.com](mailto:csc@icis.com)。ICIS可通过在其网站上发布通知更新上述通知地址。通过专人递送所作通知应立即生效。通过隔夜快递所作通知应在通知发出后一（1）个营业日生效。通过挂号或认证邮件所作通知应在通知发出后三（3）个营业日生效。通过电子邮件所作通知应在一（1）个营业日生效，但前提是通过邮寄发送确认或收到发自上述电子邮件地址的已读回执电子邮件。

## 17. 适用法律和法域

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**17.1** 本条款及因本条款产生或与之有关的任何争议或非合同义务应适用中华人民共和国法律，并依其解释。

**17.2** 双方就本条款产生的任何争议或分歧应首先上报至每一方高级代表，每一方高级代表应尽一切合理努力解决相关争议。如果双方未能在相关争议提交至高级代表后十个工作日内解决该争议，相关事项应提交至上海国际经济贸易仲裁委员会/上海国际仲裁中心进行仲裁。仲裁地应为上海，并应指定一名仲裁员。



## 18. 完整协议

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18.1 本条款（包括其所有附件）及订单构成双方之间的完整协议和谅解，并取代双方就本条款和订单的主题事项达成的任何先前和同时存在的协议、提议或陈述（不论书面或口头形式）。

18.2 本条款、任何订单或关联订单均不得通过客户提交的任何采购订单予以修改，即使ICIS已接受该采购订单。

## 19. 转让

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未经ICIS事先书面同意，客户不得通过法律或其他方式让与、替代或以其他方式转让其在本条款项下的任何权利或义务。ICIS可随时让与、替代或以其他方式转让其在本条款项下的任何或所有权利和/或义务，前提是被让与方/受让人承担本条款规定的履行义务。在符合前述规定的情况下，本条款应对双方、其各自的继受人和许可受让人具有约束力并为前述各方的利益而订立。

## 20. 第三方受益人

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除本条款明确规定外，非本条款当事方的任何人均无权强制执行本条款任何规定或实施其他行为。

## 21. 定义

本条款包含以下定义：

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“**关联方**”就某一企业实体而言，指直接或间接地控制该实体、被该实体控制或与该实体共同受控制的任何其他企业实体；就某一实体而言，“**控制**”（包括“**被控制**”和“**共同受控制**”）指通过持有50%或以上的表决权证券、合同或其他方式拥有控制或掌握另一实体管理和政策的权力；

“**保密信息**”指一方于起始日之前或之后向**另一方披露的**、经书面指定为具有保密性或理性人认为具有保密性，且涉及一方的业务、事务、运营、客户、流程、预算、定价政策、

产品、信息、战略、发展、商业秘密、技术诀窍、设计权、市场机遇、人员、计划或意图、供应商、其他缔约方或对披露信息一方可能负有保密义务的其他人的任何信息；

**“合同年”**指**适用**订单中载明的任何合同年度；

**“客户”**指**适用**订单中载明为客户的法律实体；

**“客户数据”**指与客户有关且客户可能向ICIS、其**关联方**和/或ICIS分包商供应（或提供）的、以任何形式呈现的所有代码、数据、文件、信息、文本、图纸、统计数据、分析、图表、图片、声音及其他材料。

**“客户代表”**指客户聘用的、为支持客户为许可目的使用许可材料而提供服务的个人承包商、顾问或代理人。拥有许可材料访问权限的客户代表应始终受与客户之间约定的书面条款和条件约束，该等条款和条件与本条款项下保护许可材料所需条款和条件一致，且特别是，该等条款和条件应要求承包商、顾问或代理人仅可为向客户提供服务（而非其他目的或为自身目的）使用许可材料，且仅在需向客户提供该等服务期间保存许可材料，并应在之后删除许可材料；

**“衍生材料”**是指由客户或代表客户为创建另一产品或其他服务而创建的、包含与其他信息和/或数据结合的超出许可材料少量部分的材料，无论是以分析、目录、数据库、邮件列表或其他形式，也无论该等产品或其他服务的费用是否已支付；

**“ICIS产品和服务”**指由ICIS许可或代表ICIS许可的数据产品或信息服务（以各种格式和渠道交付，包括但不限于在线用户界面、电子邮件、Excel电子表格或pdf文档、FTP服务器或其他安全在线站点、应用界面或其他自动方式）、在线参考服务和软件工具（包括其所有组件）；

**“知识产权”**指(i) 专利、实用新型、补充保护证书、小专利、商业秘密权和其他保密或未披露信息（如发明（无论是否已申请为专利）或技术诀窍）相关权利、注册设计相关权利、版权（包括作者权利和邻接权或相关“人身”权）、数据库权利、设计权、掩模作品权、商标和服务商标；(ii) 为注册前段(i)所述各项而进行的所有登记或申请；及 (iii) 第(i)或(ii)段所述各项的性质的所有权利，包括续展、部分续展和分案申请、声誉、人格或形象、商号、商业名称、品牌名称、装潢、标识、域名和网址、不正当竞争相关权利、以及在不影响本定义其他部分所列任何内容的情况下，起诉仿冒行为的权利以及所有与其具有同等或类似效力的权利，以及在任何法域申请本定义所述各项权利的权利；

**“许可业务功能”**指订单列明的业务功能；

**“许可站点”**指订单列明的站点；

“许可材料”指ICIS产品和服务包含的或通过其或作为其一部分提供的所有信息、数据和编辑内容，包括该等信息、数据和编辑内容的全部更新，不论该等信息、数据或编辑内容由ICIS从公开渠道或第三方提供商获得或由ICIS自身产生或创建；

“许可用户”指经授权根据本条款、许可目的和相关订单规定的特别条件访问和使用许可材料的客户之指定员工或客户代表；

“许可关联方”指适用订单列明的各客户关联方；

“许可目的”按具体使用情况具有订单列明的含义；

“个人数据”指ICIS根据本条款代表客户处理的已识别或可识别个人相关的信息；及

“起始日”指客户开始访问相关订单列明的许可材料之日。

## 附件一：数据保护

### 《保护条例》数据处理附录（“数据处理附录”

1. 范围
2. 处理
3. 委托处理
4. 数据主体权利
5. 转移
6. 处理安全
7. 个人数据泄露
8. 处理活动的记录
9. 审计
10. 冲突

#### 1. 范围

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1.1. 本数据处理附录适用于ICIS在本条款项下代表客户对个人数据的处理。就该等处理而言，客户系个人数据的控制方，ICIS系个人数据的处理方。若ICIS为个人数据的控制方，则不适用本数据处理附录。

#### 2. 处理

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2.1. 未经客户事先特定或一般书面授权，ICIS不得聘请其他处理方。就一般书面授权而言，ICIS应告知客户有关新增或更换其他处理方的任何拟定变更，以使客户有机会以本数据处理附录中列明的更为具体的方式就该等变更提出异议。

2.2. ICIS的数据处理应根据本条款列明的适用法律受本数据处理附录规范。尤其是，ICIS应：

- a) 仅凭客户有文件记录的指示（包括向第三国或国际组织转移个人数据的指示）处理数据，除非规范个人数据的适用法律另有要求。在此情形下，ICIS应在开展处理前通知客户相关法律要求，除非相关法律以公共利益的重要理由禁止作出通知；
- b) **确保**经授权处理个人数据的人士已作出保密承诺或负有适当的法定保密义务；
- c) 根据《通用数据保护条例》（“《保护条例》”）第32条采取所有必需措施；
- d) 遵守第2.1款和第2.3款提及的**有关**聘请其他处理方的条件；
- e) 考虑到数据处理的性质，通过适当的技术和组织措施（在尽可能的情形下），协助客户履行对行使《保护条例》第三章规定的主体权利之请求作出回复的客户义务；
- f) 考虑到数据处理的性质和ICIS可用的信息，向客户提供协助，确保遵守《保护条例》第32条至第36条规定的义务；
- g) 由客户选择和/或在本条款期满或终止后，在所提供的数据处理相关服务结束后，删除或向客户归还所有个人数据，并删除现有拷贝，除非适用法律要求存储个人数据（为免疑义，不适用于聚合数据或匿名数据）；
- h) 向客户提供证明遵守了《保护条例》第28条规定义务所必要的所有信息，允许并协助客户或经客户授权的其他审计机构开展的审计（包括检查）；
- i) 如果ICIS认为客户向ICIS作出的指示违反《保护条例》或其他适用数据保护规定，应立即告知客户。

2.3. ICIS聘请其他处理方代表客户开展具体处理活动的，应通过合同或适用法律项下的其他法律行为向该其他处理方施加本数据处理附录中列明的相同数据保护义务，尤其是，就执行适当的技术和组织措施提供充足的担保，以使数据处理符合《保护条例》的要求。该其他处理方未履行该等数据保护义务的，ICIS应（在遵守本条款规定的前提下）就该其他处理方的义务履行承担全部责任。

2.4. ICIS数据处理的对象系就本条款项下的ICIS产品和服务及许可材料提供的个人数据。数据处理的期间为本条款项下提供ICIS产品和服务及许可材料的期间。数据处理的性质和目的涉及到本条款项下ICIS产品和服务及许可材料的提供。所处理的个人数据的类型可参见相关产品说明及已提交至ICIS产品和服务的个人数据的其他类型。数据主体的类别包括客户的员工、客户代表、许可用户及个人数据已提交至ICIS产品和服务的顾客、潜在顾客、供应商、商业合作伙伴和其他方。

2.5. 本条款（包括本数据处理附录）系客户就个人数据处理向ICIS提供的有文件记录的完整和最终指示。额外或其他指示须由双方单独进行约定。ICIS应确保其从事个人数据处理



的人员仅凭客户有文件记录的指示对个人数据进行处理，除非适用法律要求其处理个人数据。

### 3. 委托处理

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3.1. 客户在此概括性同意ICIS聘请其他处理方根据本数据处理附录处理个人数据。ICIS应维持一份该等处理方的名单（ICIS可不时更新），并在经请求时提供给客户。客户可在收到ICIS的通知后十四（14）个日历日内向ICIS发出反对变更处理方的通知，且不受处罚。在不影响客户在本条款项下享有的任何适用的款项返还或终止权利的前提下，ICIS应尽合理努力变更、修订或移除受影响的ICIS产品和服务或许可材料，以避免由客户合理反对的该新处理方处理个人数据。

### 4. 数据主体权利

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4.1. ICIS应在法律允许的范围内将其收到的任何数据主体请求立即通知客户，并合理配合客户履行其在《保护条例》项下对该等请求的义务。客户应负责承担因ICIS协助其履行该等义务产生的任何合理费用。

### 5. 转移

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5.1. ICIS应确保，若ICIS将来源于英国、瑞士或欧洲经济区的任何个人数据转移给位于英国、瑞士或欧洲经济区以外的国家/地区或区域的其他处理方，且该其他处理方未获得欧盟委员会或国家级数据保护主管机构作出的具有约束力的充分性认定，则该转移应遵守提供了符合《保护条例》之充分保护的适当转移机制。

### 6. 处理安全

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6.1. 考虑到技术水平、执行成本及处理的性质、范围、背景和目的以及有关自然人权利和自由的各种可能性和严重性风险，双方应执行适当的技术和组织措施以确保实施与风险相符的安全水平，其中包括（如适当）：

- a) 个人数据的匿名化和加密；
- b) 有能力**确保**处理系统和服务持续的保密性、完整性、可用性和适应力；
- c) 发生物理或技术事故时有能力及时恢复个人数据的可用性和访问权限；及
- d) 为确保数据处理安全而定期测试、评估和评价技术和组织措施有效性的流程。

6.2. 在评估适当的安全水平时，尤其应考虑通过数据处理产生的风险，特别是因意外或非法破坏、丢失、变更或未经授权披露或访问所传输的、存储的或以其他方式处理的个人数据而产生的风险。

6.3. 双方应采取措施确保拥有个人数据访问权限、且根据任何一方授权行事的任何自然人除凭客户指示外不得处理个人数据，除非适用法律要求该自然人处理个人数据。

## 7. 个人数据泄露

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7.1. ICIS应在知晓个人数据泄露后立即通知客户，并合理回复客户要求提供进一步信息的请求，以协助客户履行其在《保护条例》第33条和第34条项下的义务。

## 8. 处理活动的记录

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8.1. ICIS应维持《保护条例》第30(2) 条要求的所有记录，且若适用于代表客户进行的个人数据处理，按要求向客户提供该等记录。

## 9. 审计

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9.1. 审计应：

- a) 仅限于对个人数据的处理和对本数据处理附录的遵守情况；
- b) 由声誉良好的独立第三方审计机构开展；
- c) 以签署适当的保密承诺为前提；
- d) **每年开展不超过一次**，除非经证实合理认为存在不遵守本条款的情形，提前三十（30）日发出书面通知并提供审查计划；及
- e) 在共同约定的时间以约定的方式开展。

## 10. 冲突

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10.1. 如果本数据处理附录的条款与本条款之间存在任何冲突或不一致，应根据法律要求（若有）以本数据处理附录的条款为准。否则，在出现上述冲突或不一致时，应以本条款为准。

# ICIS terms and conditions (“terms”) – English

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## 1. General

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1.1 These Terms apply to all ICIS Products and Services supplied by or on behalf of LNRS Data Services (Shanghai) Co. Ltd., trading as ICIS, ("ICIS") as may be ordered by Customer from time to time via a signed order as accepted and fulfilled by ICIS ("Order Form").

1.2 Each Order Form identifies specific ICIS Products and Services(s) that Customer orders, fees due and any specific amendments to these Terms. All Order Forms are subject to and incorporate these Terms. In the event that an Order Form amends any of the provisions in these Terms, the provision in the Order Form shall control.

1.3 Except as specifically authorised as Permitted Affiliates in an Order Form, the licence granted under these Terms shall not extend to any of Customer's Affiliates. Customer shall not make any ICIS Products and Services available to any of its Affiliates except with ICIS's express prior written approval. Customer will be responsible for each Permitted Affiliate's compliance with the Terms, and Customer will be liable for the all acts and omissions of its Permitted Affiliate(s).

1.4 Certain services including internet information services and foreign survey services may be directly operated or provided by third party service provider or subcontractors. Unless specified in any agreement entered into between Customer and ICIS, the latter shall remain responsible for the Services pursuant to these Terms.

## 2. License Terms and Use Restrictions

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2.1 Subject to Customer's compliance with all laws and regulations applicable to the Customer and Customer's fulfillment of its obligations under these Terms, including the prompt payment of all fees, ICIS grants Customer a non-exclusive, non-transferable, non-sublicensable, limited term, revocable licence for the Customer and its Licensed Users for the Licensed Business Functions to access and use the ICIS Products and Services and the Licensed Material at the Licensed Locations for the Permitted Purposes only, and at all times subject to and in accordance with these Terms. All other uses are expressly reserved and prohibited.

2.2 Subject to the above, Customer and its Licensed Users may:

- 2.2.1 search, interrogate, and display the data accessed through the Licensed Material on screen;
- 2.2.2 make a limited number of printouts of items included in the Licensed Material using the printing commands contained in the ICIS Products and Services;
- 2.2.3 download and store in machine readable format a single copy of insubstantial portions of the Licensed Material; and
- 2.2.4 download and store a single copy of relevant Licensed Material for the Customer's audit and regulatory purposes but not for any other purpose.

2.3 The following is not permitted in this licence but would be subject to a separate additional licence or agreement and additional or different fees or payment arrangements:

- 2.3.1 the creation of Derived Materials,
- 2.3.2 resale or distribution to third parties.

2.4 The Customer may not:

- 2.4.1 abstract, download, store, reproduce, transmit, display, copy or use the Licensed Material other than as expressly permitted in these Terms or Order Form;
- 2.4.2 lend, sell, resell, license, sublicense, distribute, make available, rent or lease any ICIS Products and Services or any parts of the Licensed Material or include it in a service bureau or outsourcing offering;
- 2.4.3 modify the ICIS Products and Services or the Licensed Material without ICIS's express written permission;
- 2.4.4 use any algorithm, application, device, method, system or software to:
  - (i) access, use, search, copy, monitor, mine, extract or scrape data or other Licensed Material from the ICIS Products and Services; or
  - (ii) disable or incapacitate any part of the ICIS Products and Services or any usage tracking application or program used by ICIS;
- 2.4.5 circulate, distribute or make available the Licensed Material to any person other than Licensed Users, make multiple printouts or copies of Licensed Material or otherwise



allowing the same, whether explicitly or implicitly (with the exception of use as ad-hoc inclusion in presentations in accordance with Clause 2.5 below);

- 2.4.6 make the ICIS Products and Services or any Licensed Material available to any person other than Licensed Users on a local area network, a wide area network or on any intranet or extranet except as required to achieve the Permitted Purpose;
- 2.4.7 use or authorise the use of software incorporated in the ICIS Products and Services other than as part of the ICIS Products and Services;
- 2.4.8 use or access any ICIS Products and Services for the purposes of monitoring its availability, performance or functionality, or for any other competitive purposes;
- 2.4.9 use the ICIS Products and Services or Licensed Material therein for or in conjunction with any unlawful purpose;
- 2.4.10 interfere with or disrupt the integrity or performance of any ICIS Products and Services or third-party data contained therein;
- 2.4.11 remove any copyright or other proprietary rights notice contained or included in the ICIS Products and Services or Licensed Material;
- 2.4.12 permit or seek to obtain direct or indirect access to or use of any ICIS Products and Services in a way that circumvents a contractual usage limit;
- 2.4.13 except as permitted by applicable law, copy, reverse engineer, decompile or modify any software incorporated in any ICIS Products and Services or any part, feature, function or user interface thereof or make any other attempt to discover the source code or scripts used to provide the ICIS Products and Services;
- 2.4.14 use the ICIS Products and Services in any way that may infringe any intellectual property right of ICIS, its Affiliates, any of ICIS's third-party data providers and/or any other third parties;
- 2.4.15 do anything that could reasonably be assumed to jeopardise ICIS's or any of ICIS's Affiliates' relationships with any of its or their third party providers, or any other third party; or
- 2.4.16 use the ICIS Products and Services and any Licensed Material in any way not expressly authorised in these Terms or Order Form.

2.5 In the event that ICIS agrees with Customer in the Order Form that Customer may include small extracts of Licensed Material in presentations to customers and prospects on an ad-hoc basis, Customer shall acknowledge ICIS as a data source and accompany the extract with the following disclaimer in all such presentations:

*"This information has been extracted from an ICIS product. ICIS has not seen or reviewed any conclusions, recommendations or other views that may appear in this document. ICIS makes no warranties, express or implied, as to the accuracy, adequacy, timeliness, or completeness of its data or its fitness for any particular purpose. ICIS disclaims any and all liability relating to or arising out of use of its data and other content to the fullest extent permissible by law."*

2.6 ICIS accepts no liability or responsibility to any third party who benefits from, uses or relies on the ICIS Products and Services or gains access to the Licensed Material. The Customer will

indemnify ICIS from and against all liabilities, losses, damages, costs and expenses that ICIS incurs in connection with any claims against ICIS by any such third party.

2.7 The use of and access to ICIS Products and Services are subject to usage limits, including the quantities specified in the Order Form. If Customer exceeds a contractual usage limit, ICIS may charge for uses above the contractual limits.

2.8 Customer grants to ICIS and its Affiliates:

- 2.8.1 a royalty-free, non-exclusive, worldwide licence to host, copy, transmit, amend, adapt, translate, co-mingle with other data and display Customer Data as reasonably necessary for ICIS to produce and supply ICIS Products and Services; and
- 2.8.2 a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into ICIS's and/or its Affiliates' services and products (including the ICIS Products and Services) Customer Data as well as any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or users relating to the operation of or other attributes of any ICIS or its Affiliates' services and products.

## 3. Fees

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3.1 Customer shall pay all applicable fees, and agrees that its access to and use of ICIS Products and Services and Licensed Materials is contingent on Customer paying all applicable fees.

3.2 Payment obligations are non-cancellable, and fees paid are non-refundable except as otherwise expressly foreseen in these Terms.

3.3 Quantities or levels of usage licensed cannot be decreased during any Contract Year.

3.4 Invoiced charges are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to ICIS and notifying ICIS of any changes to such information.

3.5 If any invoiced amount is not received by ICIS by the due date, then without limiting its rights or remedies:

3.5.1 those charges may accrue late interest at the rate of nine percent (9%) per month of the outstanding balance per year;

3.5.2 ICIS may suspend or terminate Customer's access to the ICIS Products and Services until such amounts are paid in full; and/or

3.5.3 ICIS may condition future renewals on payment terms shorter than those specified in these Terms.

3.6 ICIS's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes") except as expressly set out in an invoice. Customer is responsible for paying all Taxes associated with Customer's purchases and use hereunder. If ICIS has a legal obligation to pay or collect Taxes, ICIS will invoice Customer, and Customer will pay that amount unless Customer provide ICIS with a valid tax exemption certificate authorised by the appropriate taxing authority. For clarity, ICIS is solely responsible for taxes assessable against ICIS based on its income, property and employees.

## 4. Access to ICIS Products and Services; Security

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4.1 The Customer shall ensure that its computing environment, network, connectivity, terminals and other contemplated equipment are compatible with the requirements of the ICIS Products and Services, and comply with all of ICIS's instructions relating to the security of the ICIS Products and Services and the Licensed Material. Customer shall have in place and maintain appropriate and up-to-date technical and organisational measures designed to protect all Licensed Material against unauthorised access, disclosure, copying or distribution, and Customer shall comply with ICIS's reasonable instructions from time to time in any matters relating to the protection of and the prevention of piracy of Licensed Material.

4.2 A specially designated username and password may be allocated by ICIS to the Customer and to Licensed Users for the sole use of the Customer or Licensed Users to access the Products and the Licensed Material. Where usernames are issued, they are unique to the named individual Licensed User and must not be shared or transferred. ICIS may alter usernames and/or passwords from time to time in accordance with its standard security procedures and shall inform the Customer accordingly.

4.3 The Customer shall notify ICIS promptly if it becomes aware or suspects that any unauthorised person has obtained a password. ICIS will alter the password and inform the Customer accordingly.

4.4 Customer shall inform ICIS immediately if any Licensed User no longer requires access to ICIS Products and Services to perform their work for Customer for any reason so that such Licensed User's access to the ICIS Products and Services and related documentation can be disabled promptly.

4.5 If ICIS suspects that a password is being used by more than one person or by anyone other than the Licensed User for whom it was issued, or if ICIS detects use of the Licensed Material in

excess of licensed usage specified on the applicable Order Form, it may immediately suspend access by Customer and/or individual accounts or cancel the relevant password.

## 5. Changes to the ICIS Products; Discontinuation

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5.1 ICIS shall be entitled to update, enhance, withdraw or otherwise change the ICIS Products and Services from time to time with reasonable notice.

5.2 During aforesaid the notice period, Customer may terminate the licence relating to the affected ICIS Products and Services by giving notice and may request a refund of the remaining unused portions of the term for the affected ICIS Products and Services. If Customer does not exercise this right to terminate before the expiry of ICIS's notice, Customer has accepted the changed product and may no longer exercise this termination right.

5.3 In the event that ICIS discontinues any ICIS Products and Services, ICIS may choose to offer Customer a refund of the unused portion of any prepaid fees for the applicable Contract Year, or may make an alternative product available.

## 6. Changes to the Terms

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6.1 ICIS may at its discretion change these Terms and provide notice to Customer. During a period of thirty (30) calendar days starting on the day that ICIS provided the notice, Customer may terminate the licence relating to the affected ICIS Products and Services, by giving notice. If Customer does not exercise this right to terminate within thirty (30) calendar days from ICIS's notice, Customer has accepted the changed terms, and may no longer exercise this termination right.

## 7. Availability of ICIS Products and Services

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7.1 ICIS shall use reasonable endeavours to ensure that ICIS Products and Services are available to Customers and Licensed Users excluding downtime for regular or emergency maintenance which shall be kept to a minimum.

7.2 Time is not of the essence in respect to the delivery of any particular ICIS Product and Service or Licensed Material, and ICIS's sole obligation and Customer's sole and exclusive



remedy is to request that ICIS effect delivery or reinstate service as soon as is practically possible.

## 8. Intellectual Property Rights

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8.1 Customer agrees that the Intellectual Property Rights comprised in or relating to all ICIS Products and Services, Licensed Material, and Licensed Material within any Derived Materials and all compilations thereof and in documentation supplied by ICIS are and shall remain the sole property of ICIS or (as applicable) their third party licensors.

8.2 No rights in any ICIS Products and Services or Licensed Material are granted or conveyed by ICIS other than the limited licence to use them as set forth in these Terms, and nothing in these Terms will be deemed to grant any licence, sub-licence, Intellectual Proprietary Right or other claim against or interest in ICIS's Intellectual Property Rights.

8.3 In the event that Customer were to own any rights in any ICIS Products and Services or Licensed Material, Customer shall assign to ICIS, with full title guarantee for all purposes, applications and field of use (including by way of assignment of future Intellectual Property Rights) all such Intellectual Property Rights including the right to take action for any past, present and future damages and other remedies in respect of any infringement. Customer must execute, and will procure that any Affiliates and Customer Representatives execute, such documents and do such things as ICIS may consider reasonably necessary to give effect to this Clause.

8.4 Where the Licensed Material contains data and/or other material licensed by third party licensors, such Licensed Material is made available on the terms and conditions of such third party licensors as communicated to Customer from time to time.

## 9. Indemnities

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9.1 ICIS will indemnify, defend and hold the Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable legal costs) payable to a third party resulting from any claim that the Licensed Material as provided by ICIS to Customer infringes any copyright or trademark of such third party (a "Claim").

9.2 This indemnity shall only apply where the Licensed Material subject to the Claim were infringing as provided by ICIS and such Licensed Materials have not been modified, amended,

adjusted, altered, combined or co-mingled with or used in combination with any materials or data not furnished by ICIS.

9.3 This indemnity is further subject to: 9.3.1 Customer giving ICIS prompt, written notice of any such claim; 9.3.2 ICIS having the sole right to control and direct the investigation, the defence and settlement of each such Claim; and 9.3.3 Customer reasonably cooperating with ICIS, at ICIS's expense, in connection with the foregoing, and making no admission or offer of settlement without the prior written authority of ICIS.

9.4 Should the Licensed Material, become, or in ICIS's opinion are likely to become, the subject of a Claim, Customer shall permit ICIS, at ICIS's option and expense, and as Customer's sole and exclusive remedy, either:

9.4.1 to procure for the Customer the right to continue using the Licensed Material;

9.4.2 to replace or modify the Licensed Material so that they become non-infringing; or

9.4.3 to grant the Customer a refund of the unused portion of the fees paid by the Customer in relation to the relevant Licensed Material subject to the Claim.

9.5 The Customer shall indemnify ICIS against any liabilities, losses, damages, costs or expenses incurred by ICIS directly or indirectly as a result of any claim or course of action made or instituted against ICIS by any third party arising from the unauthorised use of the ICIS Products and Services or Licensed Material by the Customer or its Licensed Users.

9.6 Customer will defend ICIS and its Affiliates against any claim, demand, suit or proceeding made or brought against it by a third party alleging that any Customer Data provided to ICIS infringes or misappropriates such third party's Intellectual Property Rights, or arising from Customer's use of ICIS Products and Services in violation of these Terms or applicable laws or regulations (each a "Third Party Claim"). Customer will indemnify ICIS from any damages and costs finally awarded against it as a result of, or for any amounts paid by ICIS under a settlement approved by Customer in writing of, a Third Party Claim, provided that ICIS:

(i) promptly gives Customer written notice of the Third Party Claim;

(ii) gives Customer all reasonable assistance, at Customer's cost.

## 10. Verification and Audit

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10.1 The Customer shall, within fourteen (14) calendar days of a written request from ICIS, provide

10.1.1 a list of all individuals who have access to the ICIS Products and Services; and  
10.1.2 an explanation of how the ICIS Products and Services and Licensed Material are used by Customer and its Licensed Users.

10.2 Upon providing Customer with reasonable prior written notice, ICIS (including its representatives and its Affiliates or representatives of any regulators) (“Audit Representative(s)”) shall have the right, either directly or through a third party auditor and not more than once every twelve (12) months, to conduct an audit during Customer’s normal business hours to verify that ICIS Products and Services are being used in a manner consistent with the provisions of these Terms and the Order Form.

10.3 Customer shall co-operate with, and provide information as is reasonably requested by any Audit Representative.

10.4 Without prejudice to ICIS’s other rights or remedies, if ICIS, determines that Customer, Customer’s Affiliates, Customer Representatives and/or any Licensed Users are using the ICIS Products and Services or Licensed Materials in a manner inconsistent with these Terms, whether as a result of a verification or audit conducted under this clause, Customer shall:

10.4.1 at ICIS’s option, immediately cease such inconsistent use and pay ICIS the additional fees sufficient to permit such use; and

10.4.2 reimburse ICIS for the fees due for the unlicensed use of the Licensed Materials and the cost of such audit.

10.5 ICIS shall treat as confidential all information relating to the Customer’s business that it acquires in the course of such verification or audit.

10.6 The rights of ICIS under this Clause shall continue for the term and for six (6) months thereafter.

## 11. Warranties; Limitations on Liability

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11.1 The ICIS Products and Services and Licensed Material are provided by ICIS on an ‘as is’ and ‘as available’ basis. ICIS excludes to the extent permitted by law all implied warranties relating to fitness for a particular purpose, merchantability, accuracy, timeliness, and completeness. ICIS is not responsible for errors and omissions in the Licensed Materials of any kind, regardless of the cause, or for results obtained from using ICIS Products and Services or Licensed Material.

11.2 Nothing in these Terms or any Order Form shall exclude or limit either party’s liability:

11.2.1 for death or personal injury caused by its (or its agent's or sub-contractor's) negligence;  
11.2.2 for fraud or fraudulent misrepresentation;  
11.2.3 for losses arising from breach of the provisions of the confidentiality obligations in these Terms; and 11.2.4 for matters that cannot, as a matter of law, be limited or excluded.

11.3 Other than as set out in Clause 11.2, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to these Terms exceed the total amount paid by Customer and Customer's Affiliates hereunder for the ICIS Products and Services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability first arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit Customer's and Customer Affiliates' payment obligations, even if a party or its Affiliates have been advised of the possibility of such damages or if a party's or its Affiliates' remedy otherwise fails of its essential purpose.

11.4 Other than as set out in Clause 11.2, in no event will either party or its Affiliates have any liability arising out of or related to these Terms and/or any Order Form for any:

11.4.1 loss of profits, business or revenues;  
11.4.2 loss of anticipated savings;  
11.4.3 loss of goodwill;  
11.4.4 business interruption;  
11.4.5 loss of data (including use or receipt of data); or  
11.4.6 for any indirect, special, incidental, consequential, or exemplary damages. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, even if a party or its Affiliates have been advised of the possibility of such damages or if a party's or its Affiliates' remedy otherwise fails of its essential purpose.

11.5 Without prejudice to any of the foregoing, ICIS will not be liable for breach of any term of these Terms arising from or in relation to:

11.5.1 the use of any ICIS Products and Services in breach of these Terms;  
11.5.2 any alterations to any ICIS Products and Services made by anyone other than ICIS or someone expressly authorised by ICIS to make that alteration;  
11.5.3 any delay or failure in the provision of any ICIS Products and Services to Customer caused by anyone other than ICIS; or  
11.5.4 any breach of these Terms by Customer or any other wrongful or negligent act or omission by Customer, any Customer Affiliate, or any Customer Representative.

11.6 The ICIS Products and Services may contain links to external sites. ICIS is not responsible for and has no control over the content of such sites and, to the extent permissible by law,

disclaims all responsibility and liability in relation to information available on such sites or accessible from the ICIS Products and Services via hypertext links.

## 12. Term; Suspension and Termination

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12.1 The term of an order will commence on the Start Date.

12.2 Except to the extent stated otherwise in an Order Form, each order shall renew automatically for further periods of twelve (12) months (or such other term stated in the Order Form), unless either party provides the other party with no fewer than thirty (30) calendar days' notice in advance of the expiry to cancel the renewal.

12.3 The fees due for each renewal term shall be assessed at the then current prices for the ICIS Products and Services ordered.

12.4 Without prejudice to any other right or remedy which may be available to it, ICIS may suspend or terminate Customer's access to any ICIS Products and Services and/or these Terms immediately and without compensation if:

12.4.1 the Customer is in breach of these Terms;

12.4.2 the Customer fails to make any payment to ICIS within fourteen (14) calendar days of the due date and fails to remedy such breach within fourteen (14) calendar days after written notice from ICIS specifying the breach and requiring it to be remedied;

12.4.3 the Customer at any time becomes insolvent or bankrupt (or the equivalent in any jurisdiction) or enters into any arrangements with or for the benefit of its creditors or be wound up compulsorily or voluntarily (otherwise than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver appointed of all or any part of its undertaking or assets ceases or threatens to cease to carry on business;

12.4.4 Customer or any entity controlling Customer acquires, is acquired by and/or merges with another legal entity; or

12.4.5 Customer or any Licensed Users is sanctioned by any trade sanction regimes including but not limited to any of Singapore, the United Kingdom, the European Union, the United Nations or the United States of America.

12.5 ICIS shall additionally be entitled to suspend supply of the ICIS Products and Services to the Customer if it reasonably suspects that the Customer or any Licensed User is in breach of these Terms, and may impose a reasonable charge to the Customer for restoring the ICIS Products and Services.



## 13. Consequences of Termination or Expiry

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13.1 On expiry, or on termination or cancellation for any reason, the Customer, its Affiliates, all Customer Representatives, and all Licensed Users shall immediately cease using all of the terminated ICIS Products and Services(s) and Licensed Material, and shall promptly delete such Licensed Material from each of their systems, applications or other storage. Customer shall provide certification to ICIS of any such destruction upon ICIS's request.

13.2 The undertaking to delete Licensed Material does not apply to any data which the Customer is required to retain under any applicable legal or regulatory obligation including the rules of a professional body (in each case only to the extent and for such time as is required under any such obligation), provided that and for as long as Customer

13.2.1 continues to comply with the provisions of these Terms in Clause 2.4 (Licence Restrictions) Clause 4.1 (Security), Clause 8 (Intellectual Property Rights) as well as Clause 15 (Confidentiality); and 13.2.2 only retains such copies in its archives and does not use the Licensed Material in any part of its business for any reason.

13.3 In no event will the termination or expiry relieve Customer of its obligation to pay any fees payable to ICIS for the period prior to the effective date of termination.

13.4 If the Order Form is terminated for any reason other than discontinuation of the applicable ICIS Products and Services, Customer must pay any unpaid fees covering the remainder of the term of existing Order Forms to ICIS.

13.5 Expiry or termination of these Terms shall be without prejudice to the accrued rights and obligations of the parties and, in particular, Clause 21 (Definitions), Clause 8 (Intellectual Property Rights), Clause 10 (Verification and Audit), Clause 11 (Limitation of Liability), Clause 15 (Confidentiality) and Clause 3 (Fees) in so far as it sets out Customer's obligation to pay all amounts due hereunder shall survive expiry or termination for whatever reason.

## 14. Data Protection

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14.1 The terms "controller", "data subject", "personal data", "personal data breach", "processing", and "processor" will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term 'data controller' or 'data processor', they shall be read as controller and processor, respectively. "Data Protection Laws" means all data protection laws and regulations, including those of the United Kingdom ("UK"),

Switzerland, European Economic Area (“EEA”) and the European Union (“Union”), applicable to the processing of personal data under these Terms, including the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”) from May 25, 2018.

14.2 Customer recognises that, in the process of accessing and using the ICIS Products and Services and Licensed Materials, it and the Licensed Users will supply personal data. Customer represents and warrants that it and the Licensed Users have complied with all applicable obligations under the Data Protection Laws and the PRC Cyber Security Law in supplying personal data to ICIS, including providing any required notices and obtaining any required consents and authorisations for ICIS’s processing such personal data and that it is responsible for its decisions and actions concerning the use and other processing of the personal data.

14.3 To the extent that ICIS act as a processor of personal data on Customer’s behalf, ICIS will process such personal data in accordance with the Data Protection Laws and, as of May 25, 2018, the GDPR Data Processing Addendum (“DPA”) attached to these Terms. 14.4 Customer acknowledges and agrees that the Services ICIS provides include (i) compiling statistical and other information related to the performance, operation and use of the ICIS Products and Services and Licensed Materials, and (ii) use data in aggregated and/or anonymized form for security and operations management or for research and development purposes, provided that such information and data will not identify or serve to identify Customer or any data subject.

14.5 Customer agrees that while ICIS Products and Services provide analysis and insight, Customer alone will be responsible for any decisions it may take using insights from ICIS Products and Services as one of several factors, and that therefore Customer will be responsible for compliance with any requirements under Articles 21 or 22 of the GDPR in so far as they might arise as well as for responding to any requests from any data subject (subject to Clause 4 of the DPA).

## 15. Confidentiality

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15.1 Each party receiving Confidential Information (“Receiving Party”) from the other party (“Disclosing Party”) shall:

15.1.1 use the Disclosing Party’s Confidential Information solely for the purposes of fulfilling its obligations under these Terms

15.1.2 keep the Disclosing Party's Confidential Information secure and take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Receiving Party applies to its own confidential or proprietary information (but not less than reasonable care); and

15.1.3 not disclose the Disclosing Party's Confidential Information to any third party except with the prior written consent of the Disclosing Party or in accordance with this Clause .

15.2 The obligations of confidentiality shall not apply where the Receiving Party can demonstrate that the Confidential Information:

15.2.1 (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;

15.2.2 (ii) is or was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;

15.2.3 (iii) is or was received from a third party without breach of any obligation owed to the Disclosing Party; or

15.2.4 (iv) was independently developed by the Receiving Party.

15.3 Upon the expiry or termination of these Terms, each party will promptly return or destroy the relevant Confidential Information of the other and any copies, extracts and derivatives thereof, except as otherwise set out in these Terms.

15.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

15.5 Each party acknowledges that its breach of this Clause may cause irreparable injury to the other party for which monetary damages may not be an adequate remedy. Accordingly, a party will be entitled to seek any legal or equitable remedies in the event of such a breach by the other. The operation of this Clause shall survive the termination or expiration of these Terms.

## 16. Notice

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16.1 To Customer. ICIS may provide any notice to Customer under these Terms by: (i) posting a notice ICIS's website; or (ii) sending a message to the email address then associated with Customer's account. Notices ICIS provides by posting on its website will be effective upon posting and notices by email will be effective when ICIS sends the email. It is Customer's responsibility to keep Customer's email address current. Customer will be deemed to have

received any email sent to the email address then associated with Customer's account when the email is sent, whether or not Customer actually receives the email. 16.2 To ICIS. To give ICIS notice under these Terms, Customer must contact ICIS as follows: by personal delivery, overnight courier or registered or certified mail to LNRS Data Services Pte. Ltd, Plaza 8@CBP, 1 Changi Business Park Crescent Tower A, #06-01 Singapore 486025, attention Legal Department and at [legalnotices@lexisnexisrisk.com](mailto:legalnotices@lexisnexisrisk.com) and [csc@icis.com](mailto:csc@icis.com). ICIS may update the address for notices by posting a notice on ICIS's website. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one (1) business day after they are sent. Notices provided registered or certified mail will be effective three (3) business days after they are sent. Notice by email will be effective one (1) business day provided confirmation is sent by post or on receipt of a read receipt email from the above mentioned email address.

## 17. Governing Law and Jurisdiction

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17.1 These Terms and any dispute or non-contractual obligation arising out of or in connection with them shall be governed by, and construed in accordance with the laws of People's Republic of China.

17.2 Any dispute or difference between the parties in connection with these Terms shall be escalated in the first instance to a senior representative of each party who shall use all reasonable endeavors to resolve the dispute. If the parties have not been able to resolve the dispute within ten working days of reference to the representatives, the matter shall be submitted to the Shanghai International Economic and Trade Arbitration Commission for arbitration. The seat of the arbitration shall be Shanghai and there shall be one arbitrator.

## 18. Entire Agreement

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18.1 These Terms, including all schedules hereto and together with the Order Form, constitutes the entire agreement and understanding between the parties and supersedes any prior and contemporaneous agreements, proposals or representations, written or oral, between them concerning the subject matter of these Terms and the Order Forms.

18.2 Neither these Terms, nor any order or associated Order Form shall be modified by any purchase order submitted by Customer, even if such purchase order is accepted by ICIS.

## 19. Assignment

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Customer may not assign, novate or otherwise transfer any of its rights or obligations hereunder, whether by operation of law or otherwise, without ICIS's prior written consent. ICIS may assign, novate or otherwise transfer any or all of its rights and/or obligations under these Terms at any time, provided that the assignee/transferee assumes the performance obligations set forth hereunder. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

## 20. Third-Party Beneficiaries

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Save as expressly set out in these Terms, a person who is not a party to these Terms has no rights to enforce any of its terms or otherwise.

## 21. Definitions

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**"Affiliate"** in respect of a corporate entity means any other corporate entity which directly or indirectly, controls, is controlled by or is under common control with such entity and the term "control" (including the terms "controlled by" and "under common control with") in relation to an entity means the power to direct or cause the direction of the management and policies of another entity, whether through the ownership of 50% or more of the voting securities, by contract or otherwise;

**"Confidential Information"** means any information which is disclosed by one party to the other whether before or after the Start Date, which is designated in writing as confidential or would appear to a reasonable person to be confidential and which relates to a party's business, affairs, operations, customers, processes, budgets, pricing policies, products, information, strategies, developments, trade secrets, know-how, design rights, market opportunities, personnel, plans or intentions, suppliers, other contracting parties, or other persons in respect of whom a confidentiality obligation may arise of the party disclosing it;

**"Contract Year"** means any contract year specified in the applicable Order Form;

**"Customer"** means the legal entity specified as customer in the applicable Order Form;

**"Customer Data"** means all code, data, documents, information, text, drawings, statistics, analysis, diagrams, images, sounds and other materials embodied in any form relating to



Customer which Customer may supply (or make available) to ICIS, ICIS's Affiliates and/or a ICIS sub-contractor;

**"Customer Representative"** means an individual contractor, consultant or agent engaged by Customer to perform services in support of Customer's use of the Licensed Material in accordance with the Permitted Purpose. A Customer Representative with access to the Licensed Material shall at all times be bound to written terms and conditions with Customer consistent with the terms and conditions protecting the Licensed Material as required under these Terms, and in particular such terms and conditions shall require that the contractor, consultant or agent may only use the Licensed Materials to provide service to the Customer and for no other purposes and not for their own purposes, and may only keep it for as long as required to provide Customer such services and shall thereafter erase it;

**"Derived Materials"** means materials created by or on behalf of the Customer incorporating more than an insubstantial portion of the Licensed Material in combination with other information and/or data for the purposes of creating another product or other offering, whether in the form of analyses, directories, databases, mailing lists or otherwise and irrespective of whether such product or offering is paid-for or not;

**"ICIS Products and Services"** means the data products or information services (delivered in various formats and channels including but not limited to online user interfaces, by emails, in excel spreadsheets or pdf documents, made available on FTP servers or other secure online locations, or via an application program interface or other automated means), online reference services and software tools including all components thereof licensed by or on behalf of ICIS;

**"Intellectual Property Rights"** means (i) patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not) or know-how) registered designs, rights in copyright (including authors' and neighbouring or related "moral" rights), database rights, design rights, mask work rights, trade marks and service marks; (ii) all registrations or applications to register any of the items referred to in paragraph (i); and (iii) all rights in the nature of any of the items referred to in paragraphs (i) or (ii) including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get-up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction;

**"Licensed Business Function"** means the business function set out in the Order Form;

**"Licensed Location"** means the locations set out in the Order Form;

**“Licensed Material”** means all information, data and editorial content including all updates thereof, contained within or made available through or as part of ICIS Products and Services, whether such information, data or editorial content is obtained by ICIS from publicly available sources or third party providers or generated or curated by ICIS itself;

**“Licensed User”** means a named employee or Customer Representative of the Customer who is authorised to access and use the Licensed Material in accordance with these Terms, the Permitted Purpose and the special conditions set forth in the applicable Order Form;

**“Permitted Affiliate”** means each of the Customer’s Affiliates listed on the applicable Order Form;

**“Permitted Purpose”** shall have the meaning set out in the Order Form as the use case;

**“Personal Data”** means any information relating to an identified or identifiable individual that ICIS is processing on behalf of Customer under these Terms; and

**“Start Date”** means the commencement date of Customer’s access to the Licensed Materials listed on the applicable Order Form.

## SCHEDULE 1: DATA PROTECTION GDPR DATA PROCESSING ADDENDUM (“DPA”)

1. [SCOPE](#)
2. [PROCESSING](#)
3. [Sub-processing](#)
4. [Data Subject Rights](#)
5. [Transfer](#)
6. [Security of Processing](#)
7. [Personal Data Breach](#)
8. [Records of Processing Activities](#)
9. [Audit](#)
10. [Conflict](#)

### 1. SCOPE

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1.1. This DPA applies to ICIS’s processing of personal data on Customer’s behalf under these Terms. With regard to such processing, Customer is the controller of the personal data and ICIS are the processor of the personal data. This DPA does not apply where ICIS are a controller of personal data.

## 2. PROCESSING

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2.1. ICIS shall not engage another processor without Customer's prior specific or general written authorisation. In the case of general written authorisation, ICIS shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes in the manner more specifically set forth herein.

2.2. ICIS's processing shall be governed by this DPA under the applicable laws as set forth in these Terms. In particular, ICIS shall:

- a) process the personal data only on Customer's documented instructions, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by applicable laws governing such personal data. In such a case, ICIS shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- b) ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) take all measures required pursuant to Article 32 of the General Data Protection Regulation ("GDPR");
- d) respect the conditions referred to in paragraphs 2.1 and 2.3 for engaging another processor;
- e) taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- f) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to ICIS;
- g) at Customer's choice and/or on expiry or termination of these Terms, delete or return to Customer all the personal data after the end of the provision of services relating to processing and delete existing copies unless applicable laws requires storage of the personal data (which for the avoidance of doubt, does not apply to aggregated or anonymized data);
- h) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor at the Customer's mandate;
- i) immediately inform Customer if, in ICIS's opinion, an instruction from Customer to ICIS infringes the GDPR or other applicable data protection provisions.

2.3. Where ICIS engages another processor for carrying out specific processing activities on Customer's behalf, the same data protection obligations as set out in this DPA shall be imposed

on that other processor by way of a contract or other legal act under applicable laws, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil those data protection obligations, ICIS shall (subject to these Terms) remain fully liable to Customer for the performance of that other processor's obligations.

2.4. The subject-matter of ICIS's processing is the personal data provided in respect of the ICIS Products and Services and Licensed Materials under these Terms. The duration of the processing is the duration of the provision of the ICIS Products and Services and Licensed Materials under these Terms. The nature and purpose of the processing is in connection with the provision of the ICIS Products and Services and Licensed Materials under these Terms. The types of personal data processed are as set out in relevant product descriptions and other types of personal data submitted to the ICIS Products and Services. The categories of data subjects are Customer's employees, Customer Representatives, Licensed Users and customers, prospects, suppliers, business partners and others whose personal data is submitted to the ICIS Products and Services.

2.5. These Terms including this DPA are Customer's complete and final documented instructions to ICIS for the processing of personal data. Additional or alternate instructions must be agreed upon separately by the parties. ICIS will ensure that its personnel engaged in the processing of personal data will process personal data only on Customer's documented instructions, unless required to do so by applicable laws.

### **3. Sub-processing**

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3.1. Customer hereby provide ICIS general consent to engage other processors for the processing of personal data in accordance with this DPA. ICIS shall maintain a list of such processors (which ICIS may update from time to time) and make it available to Customer on request. Customer may object to the change without penalty by notifying ICIS within fourteen (14) calendar days after receipt of ICIS's notice. Without prejudice to any applicable refund or termination rights Customer have under these Terms, ICIS shall use reasonable endeavors to change, modify or remove the affected ICIS Products and Services or Licensed Materials to avoid processing of personal data by such new processor to which Customer reasonably object.

### **4. Data Subject Rights**

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4.1. ICIS shall, to the extent legally permitted, promptly notify Customer of any data subject requests ICIS receives and reasonably cooperate with Customer to fulfil Customer's obligations under the GDPR in relation to such requests. Customer shall be responsible for any reasonable costs arising from ICIS's providing assistance to Customer to fulfil such obligations.

## **5. Transfer**

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5.1. ICIS shall ensure that, to the extent that any personal data originating from the UK, Switzerland or EEA is transferred by ICIS to another processor in a country or territory outside the UK, Switzerland or EEA that has not received a binding adequacy decision by the European Commission or competent national data protection authority, such transfer shall be subject to an appropriate transfer mechanism that provides an adequate level of protection in accordance with the GDPR.

## **6. Security of Processing**

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6.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- a) the pseudonymisation and encryption of personal data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

6.2. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

6.3. The parties shall take steps to ensure that any natural person acting under the authority of either party who has access to personal data does not process them except on instructions from Customer, unless he or she is required to do so by applicable laws.



## **7. Personal Data Breach**

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7.1. ICIS shall notify Customer without undue delay after becoming aware of a personal data breach and shall reasonably respond to Customer's requests for further information to assist Customer in fulfilling Customer's obligations under Articles 33 and 34 of the GDPR.

## **8. Records of Processing Activities**

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8.1. ICIS shall maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of personal data on Customer's behalf, make them available to Customer as required.

## **9. Audit**

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9.1. Audits shall be:

- a) Limited to the processing of personal data and compliance with this DPA only;
- b) Conducted by an independent third party reputable auditor;
- c) Subject to the execution of appropriate confidentiality undertakings;
- d) Conducted no more than once per year, unless a demonstrated reasonable belief of non-compliance with these Terms have been made, upon thirty (30) days written notice and having provided a plan for such review; and
- e) Conducted at a mutually agreed upon time and in an agreed upon manner.

## **10. Conflict**

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10.1. If there is any conflict or inconsistency between the terms of this DPA and these Terms, the terms of this DPA shall control to the extent required by law. Otherwise, these Terms shall control in the case of such conflict or inconsistency.