

## TERMS OF USE FOR CCH ONLINE CONTENT SERVICES

NOTICE: ACCESS OR USE OF THE CCH ONLINE CONTENT SERVICES IS SUBJECT TO YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS OR USE THE CCH ONLINE CONTENT SERVICES.

Effective: July 20, 2022

The following terms of use govern access and use of the CCH online content services and the applications, tools, online services, Data (as defined below) and materials provided therein (collectively, “**Online Services**”). You are only permitted access to the Online Services if you are, and only for so long as you are, an authorized user pursuant to an agreement or order between CCH Incorporated or one of its affiliates or businesses (collectively, “**CCH**”) and a customer entity, organization or individual (a “**Customer**”) (such agreement or order referred to as a “**Customer Agreement**”), and you shall be permitted access only to those Online Services expressly made available to you pursuant to the applicable Customer Agreement(s). If you are not an authorized user, you must immediately cease all use of the Online Services. These terms of use, together with the applicable Customer Agreement, constitute a legal agreement between you and CCH concerning your use of the Online Services and are referred to in these terms as this “**Agreement**”.

By accessing, browsing and/or otherwise using the Online Services you acknowledge that you have read, understood and agreed to be bound by this Agreement, and you agree, in connection with your use of the Online Services (including the features and functions made available to you), to comply with all applicable laws and regulations. For purposes hereof, “you” or “your” shall include yourself, the applicable Customer and any entity on behalf of which you use the Online Services. If you do not agree to all of these terms of use, you may not access, browse and/or use the Online Services. The material provided on the Online Services is protected by law, including, but not limited to, United States copyright law and international treaties.

This Agreement applies to your access to and use of the Online Services and does not alter in any way the terms and conditions of any other agreement you may have with CCH for other products, software, services or otherwise, unless otherwise agreed to in writing by CCH. You acknowledge and agree that the applicable Customer Agreement may also contain additional terms and restrictions and that you are subject to, and will comply with, such terms and restrictions. In the event that the terms of this Agreement conflict with an applicable Customer Agreement, the terms of such Customer Agreement will govern and take precedence. Any breach of this Agreement by you shall constitute a breach of the applicable Customer Agreement(s).

## AUTHORIZED USE AND RESTRICTIONS

Authorized Use. The Online Services are licensed to you and your use is restricted as set forth herein. The Online Services and the materials therein may only be used for your internal management, research, reference and informational purposes or for providing professional services to your clients (collectively, the “**Authorized Use**”). The Authorized Use excludes, except to the extent expressly provided for in this Agreement (including in “Permissions” below) or expressly permitted through the documented functionality of the Online Services, the following: (i) redistribution, retransmission, publication, transfer or commercial or other exploitation of the materials from the Online Services, in whole or in part, including as part of a services bureau, time-sharing or other similar arrangement; (ii) reverse engineering, decompiling or modification of the Online Services, in whole or in part; and (iii) uploading, downloading, copying or redistributing the Online Services materials in their entirety or lengthy sequence, including, but not limited to, creating an archive of Online Services materials.

Copyright. All Online Service materials, including, without limitation, text, pictures, graphics, Data and other files and the selection and arrangement thereof are copyrighted materials of CCH or its licensors, all rights reserved. CCH makes no claim to any underlying original U.S. government works. Except for the Authorized Use or as expressly permitted as described in “Permissions” below, you may not copy, modify or distribute any of the Online Service materials. You may not “mirror” any material contained on the Online Services on any other server. Any unauthorized use of any material contained on the Online Services may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

Permissions. You may (i) make printouts of and distribute materials from the Online Services to the extent permitted under the "fair use" provisions of the Copyright Act of 1976 (17 U.S.C. Sec. 107), (ii) download, store and distribute (including by emailing through the functionality of the Online Services) insubstantial amounts of select materials from the Online Services (in machine-readable form), so long as such downloading, storing and distributing is consistent with the Authorized Use, and (iii) quote and excerpt insubstantial amounts of materials from the Online Services in memoranda, briefs and similar work created by you in the ordinary course of your research and work consistent with the Authorized Use. You shall comply with all applicable conventions regarding copyright and source of material attribution. If you wish to use the materials from the Online Services in any manner not expressly permitted by this Agreement, you may request written permission from CCH by giving to CCH a written description of the intended use and such other information as CCH may request. Only an authorized representative of CCH may grant such permission. The granting of such a request may entail payment of an additional fees.

Trademarks. The trademarks, service marks, trade names, and logos, including, but not limited to, page headers, custom graphics, button icons, and scripts (collectively, the "**Trademarks**") used and displayed on the Online Services are registered and unregistered trademarks, service marks and/or trade dress of CCH or its licensors, and you may not copy, imitate or use the Trademarks, in whole or in part, for any purpose. No license or other right to use any Trademark used or displayed on the Online Services is granted to you.

Hyperlinks. You are granted a limited, nonexclusive right to create a "hypertext" link to this Online Service provided that such link does not portray CCH or any of its products or services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time for any reason whatsoever.

Framing and Linking. You may not, without the prior written consent of CCH, use framing techniques to enclose any Online Service or any CCH Trademark, logo or trade name or other proprietary information including the images found on the Online Services, the content of any text or the layout/design of any page or any form contained on a page. Links to third-party websites on the Online Services are provided solely as a convenience to you. If you use these links, you will leave the Online Services. CCH has not reviewed all of these third-party websites and does not control and is not responsible for any of these third-party websites, their content or their policies, including, without limitation, privacy policies or lack thereof. CCH does not endorse or make any representations about third-party websites or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the Online Services, you do so entirely at your own risk. You acknowledge and agree that CCH shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, the use of or reliance on any such third-party websites.

Limited Access. Any access to, or attempt to access, for any reason areas of any computer system or other information thereon (except for the limited portions of the Online Services that you have expressly been provided access to pursuant to a Customer Agreement) is strictly prohibited. You agree that you will not use any robot, spider, other automatic device, or manual process to "screen scrape," monitor, "mine," or copy the Web pages on any Online Service or the content contained herein in whole or in part. You will not spam or send unsolicited e-mail to any other user of the Online Services for any reason. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of any Online Service. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on any infrastructure supporting this Online Service.

Data Related to the Online Services. The functionality of the Online Services is not intended to be used by you or Customer to store, capture, or transmit client confidential or personally identifiable information and should not be used in that manner. In the course of using the Online Services, you may enter or provide us with search terms, text, and other information and data concerning your usage of the Online Services (collectively, "**Data**"). To the extent that such Data is obtained or stored by CCH in a form that enables CCH to identify it as attributable to you, CCH will: (x) keep the Data confidential using the same standard of care as its uses to protect its own confidential information but in no event less than reasonable care; and (y) limit access to the Data to its resources who have a need to know such information in connection with fulfilling their responsibilities to CCH and CCH will be responsible for any non-compliance committed by such resources. Notwithstanding the foregoing and without limiting the "Processing Purposes" described in the Data Protection Annex (defined below), CCH may use the Data to (i) perform under and manage and make decisions about this Agreement and any matters (such as making the Online Services available to Customer's users, customer support, invoicing and fee arrangements) arising in connection with this Agreement; (ii) communicate with you and your users that work for you in relation to matters arising under or in connection with this Agreement and in connection with services and products that CCH may offer from time to time, (iii) comply with regulatory and legal obligations to which CCH is subject, (iv) establish,

exercise, and defend legal rights and claims, (v) manage customer relationships, (vi) manage risk, perform quality reviews, and manage security and operations, (vii) record, monitor, assess and analyze the use of the Online Services and improve the content and the functionality of the Online Services, (viii) market, advertise and send reports to you or Customer's organization, (ix) compile statistical and other information related to the performance, operation and use of the Online Services, including for the purposes of sending reports to you or Customer's organization, and (x) internal financial accounting, information technology and other administrative support services. To the extent that CCH makes any Data publicly available, it will only do so on an aggregated basis from which it will not be possible to identify you as the source of such Data.

**Username and Password; IP Automatic Access.** You agree not to give or make available your username or password, or IP automatic access or other means to access your account, to any other individual. You remain responsible for all access to the Online Services via your username and password, even if not authorized by you. If you believe that your password or other means to access your account has been lost or stolen or that an unauthorized person has or may attempt to use the Online Services, you must immediately notify applicable customer support for the specific Online Services being used.

**Term and Termination.** This Agreement is effective at all times that you have access to the Online Services. The term of your access is governed by the applicable Customer Agreement. If the term of your access has expired then you shall discontinue your use of the Online Services. Your access to the Online Services, as well as the applicable Customer Agreement, will terminate automatically without any prior notice from CCH if you violate the "Authorized Use and Restrictions" section of this Agreement. Your access to the Online Services, as well as the applicable Customer Agreement, may be terminated by CCH upon prior written notice if you fail to materially comply with any other provision of this Agreement or such Customer Agreement and fail to remedy such failure within thirty (30) of the date of such written notice. Upon termination, you will no longer be permitted access to any Online Services and your access mechanisms will be deactivated. You must also immediately discontinue use of any hyperlinks to the Online Services. Termination will not affect CCH's entitlement to any sums due related to the Online Services, and you will not be entitled to any refund of any portion of the fees paid.

## **DATA PROTECTION**

The terms set forth in the [Data Protection Annex](#) or such other website address as may be notified to you from time to time (the "**Data Protection Annex**") apply to the extent that CCH processes personal data about you or on your behalf that is subject to Data Protection Laws (as defined in the Data Protection Annex) and such terms are incorporated into this Agreement. In the event of conflict between any provision in the Data Protection Annex and this Agreement, the Data Protection Annex will control with regard to the conflict. CCH may, in its sole discretion and as permitted by the Data Protection Laws, amend or replace the Data Protection Annex at any time without notice to you and you should review the terms of the latest Data Protection Annex that applies to this Agreement at regular intervals. CCH shall not be held in breach of any obligations that it may owe under the Additional Terms or this Agreement as a result of complying with the Data Protection Annex.

## **ADDITIONAL TERMS**

Certain content, products and features provided through the Online Service are governed by specific [Additional Terms of use](#) which are supplemental to and may be different from those set forth either in the Customer Agreement or elsewhere in this Agreement (the "**Additional Terms**"). The Additional Terms for the specific Online Service being accessed are incorporated by reference as part of this Agreement. All applicable Additional Terms are available for review by following the link at the end of this Agreement. In the event of conflict between any Additional Terms and this Agreement, the Additional Terms will control.

## **REMOVAL OF CONTENT, REPLACEMENT OF PLATFORM AND CHANGES TO TERMS OF USE**

Notwithstanding anything in this Agreement or the applicable Customer Agreement to the contrary, CCH may, at any time, (i) remove content accessible through the Online Services, (ii) replace the electronic platform on which content is made available, and (iii) revise this Agreement and the terms of use contained herein, including the Additional Terms, and any terms of use applicable to specific content, products or features accessible on the Online Services as set forth below.

If CCH removes a publication (other than for purposes of updating content) from the Online Services that was accessible to you pursuant to a Customer Agreement, CCH will, at its option, substitute a reasonably equivalent publication in the Online

Services or issue a credit against paid fees under the applicable Customer Agreement (determined in CCH's discretion), to reflect the removal of the publication and the period of time remaining in your then-current subscription or for eBook purchases based on the price of the eBook amortized over a five-year period, as applicable.

CCH reserves the right to replace or discontinue any electronic platform on which content is made available. Any replacements will be made with a platform of comparable function. If CCH discontinues any electronic platform on which content is made: (i) as to content currently under unexpired subscriptions, CCH will issue Customer a credit against paid fees under the applicable Customer Agreement to reflect the discontinuance of the platform and the period of time remaining in the subscription, and (ii) as to purchased eBooks on the electronic platform, CCH will provide Customer with the opportunity to download the number of copies of the applicable eBooks purchased for use in accordance with the Customer Agreement and the Authorized Use provisions of these terms of use. CCH will endeavor to provide reasonable notice before any replacement or discontinuance of any electronic platform.

CCH may revise this Agreement from time to time without notice by updating these terms and publishing them at this site. Subject to the following paragraph, by using the Online Services, you agree to be bound by any such revisions, effective as of the next succeeding renewal of a Customer Agreement to which Customer is bound.

If CCH's licensors however impose changes to the applicable license terms that result in the need for CCH to revise this Agreement or impose additional terms of use applicable to the content accessible on the Online Service and licensed by CCH, CCH may revise this Agreement and publish the revised terms at this site; upon notice, which may be provided through the applicable electronic platform(s) where the content is published, such revised terms will apply to your use of the Online Service and the content accessible herein, effective upon such notice.

## **USER RESPONSIBILITY; PROFESSIONAL ADVICE**

YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO THE SELECTION OF THE PARTICULAR ONLINE SERVICES TO ACHIEVE YOUR INTENDED RESULTS. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OR APPLICATION OF YOUR SELECTED ONLINE SERVICES OR ANY CONTENT RETRIEVED THEREFROM, INCLUDING THOSE TO ANY THIRD PARTY, FOR THE CONTENT, ACCURACY, AND REVIEW OF SUCH RESULTS. CCH AND ITS LICENSORS ARE NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE OR SERVICES. IF LEGAL, ACCOUNTING, TAX OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

## **INDEMNIFICATION**

Except to the extent prohibited by applicable law, you agree to defend, indemnify and hold harmless CCH, its licensors, and any of their respective officers, directors, employees, subcontractors, agents, successors, assigns, affiliates or subsidiaries, from and against any and all claims, causes of action, lawsuits, proceedings, losses, damages, costs and expenses (including reasonable legal and accounting fees) arising or resulting from (i) your performance of services for your clients, (ii) your unauthorized use of any content or materials available on or through the Online Services, or (iii) your input, upload or posting of any Data or content to any Online Service. CCH reserves the right, at its discretion, to assume or participate in the investigation, settlement and defense of any action or claim to which it is entitled to indemnification. No claim shall be settled without CCH's prior written consent unless such settlement includes a complete release of CCH from all liability and does not contain or contemplate any payment by, or injunctive or other equitable relief binding upon, CCH.

## **WARRANTY DISCLAIMER**

THE ONLINE SERVICES, INCLUDING ALL CONTENT, APPLICATIONS, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION, IS PROVIDED "AS IS," "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. CCH AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE ONLINE SERVICE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OF COMPUTER PROGRAMS, DATA ACCURACY, SYSTEM INTEGRATION, INFORMATIONAL CONTENT, ACCURACY, RELIABILITY, CURRENTNESS, OR COMPLETENESS.

CCH AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THE ONLINE SERVICES, THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, THE MATERIALS ON THE ONLINE SERVICES OR ANY OTHER WEBSITE LINKED TO THE ONLINE SERVICES. THE MATERIALS ON THE ONLINE SERVICES MAY BE OUT OF DATE, INCOMPLETE, OR OTHERWISE INACCURATE AND CCH MAKES NO COMMITMENT TO UPDATE THE MATERIALS ON THE ONLINE SERVICES. THE ONLINE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET; YOU ACKNOWLEDGE THAT CCH AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET. CCH DOES NOT WARRANT THAT THE FILES AVAILABLE FOR DOWNLOADING FROM THE ONLINE SERVICES, IF ANY, WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. CCH DOES NOT WARRANT THAT THE ONLINE SERVICES, SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS IN THE ONLINE SERVICES, SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE CORRECTED.

## **LIMITATION OF LIABILITY**

IN NO EVENT WILL CCH AND ITS LICENSORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES OR SUBSIDIARIES (COLLECTIVELY, THE “**COVERED PARTIES**”), BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THE USE OR INABILITY TO USE THE ONLINE SERVICES, ANY WEBSITES LINKED TO THE ONLINE SERVICES, THE MATERIALS, SOFTWARE OR OTHER INFORMATION CONTAINED IN ANY OR ALL SUCH ONLINE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

WHILE YOUR USE OF THE ONLINE SERVICES IS AT YOUR OWN RISK, IF ANY COVERED PARTY SHOULD HAVE ANY LIABILITY FOR ANY LOSS, HARM OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE APPLICABLE CUSTOMER AGREEMENT OR YOUR USE OF THE ONLINE SERVICES, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES FOR ANY AND ALL CLAIMS SHALL NOT EXCEED (I) FOR THE ONLINE SERVICES SOLD ON A SUBSCRIPTION BASIS, THE AMOUNT OF FEES PAID TO CCH BY YOU OR THE APPLICABLE CUSTOMER PURSUANT TO THE APPLICABLE CUSTOMER AGREEMENT IN THE SIX MONTHS PRECEDING THE CLAIM, OR (II) FOR EBOOK PURCHASES, THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE SUBJECT EBOOKS TO CCH BY YOU OR THE APPLICABLE CUSTOMER PURSUANT TO THE APPLICABLE CUSTOMER AGREEMENT. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION, CCH AND ITS LICENSORS WOULD NOT PROVIDE THE ONLINE SERVICE OR THE MATERIALS ACCESSIBLE HEREIN.

## **TRIAL USE**

If you are using this Online Service (or accessing certain content herein) on a trial basis pursuant to an agreement or other trial basis authorized by CCH, you may use this Online Service (or such content) solely for purposes of evaluating its suitability. Your trial use is subject to all other terms and conditions of this Agreement, including, but not limited to, the Authorized Use and Restrictions terms. At the conclusion of the trial period, you shall (i) cease all use of the Online Service (or accessing the trial content); (ii) delete any copies of content from the Online Service or data derived from your computer system and cause such copies to be deleted from any other computer system where you caused such content to be stored; and (iii) at your expense, destroy or return to CCH any physical copies of such content in your possession.

## GOVERNMENT RESTRICTED RIGHTS

If the Customer is a U.S. government organization, then the materials on the Online Services are provided to U.S. government users with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the government is subject to restrictions as set forth in applicable laws and regulations and in the Customer Agreement. Use of the materials by the government constitutes acknowledgment of CCH's or other owner's proprietary rights in them.

## DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE

Certain materials on the Online Services are from third parties not within CCH's control. CCH is under no obligation to, and does not, scan such third-party content used in connection with the Online Services for the inclusion of illegal or impermissible content. However, CCH respects the copyright interests of others and, as a policy, does not knowingly permit materials herein that infringe another party's copyright.

If you believe any materials on the Online Services infringe a copyright, you should provide us with written notice that at a minimum contains:

- A physical or electronic signature (i.e., "/s/ (print name)") of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the work(s) claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site and a statement of ownership of such work(s);
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- Include the following statement: "I have good faith belief that the use of the copyrighted materials described above and contained on the service is not authorized by the copyright owner, its agent or protection of law."

All DMCA notices should be sent to our designated agent as follows:

Designated Agent for  
CCH Incorporated  
2700 Lake Cook Road  
Riverwoods, IL 60015  
Tel: 847-580-5045  
Email: [WKUSLAWDEPT@WOLTERSKLUWER.COM](mailto:WKUSLAWDEPT@WOLTERSKLUWER.COM)

CCH may, in appropriate circumstances and at its discretion, terminate the account or access of users who infringe the intellectual property rights of others.

## MISCELLANEOUS

If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. CCH's failure to exercise or enforce any right or provision of this Agreement shall not

constitute a waiver of such right or provision unless acknowledged and agreed to by CCH in writing. The provisions of this Agreement shall operate for the benefit of, and may be enforced by, any person that has licensed to CCH any of the materials in the Online Services. This Agreement may be assigned in whole or in part by CCH at any time. This Agreement may not be assigned in any manner by you without the express, prior written permission of CCH.

You agree to handle the Online Services in compliance with all applicable export controls and economic sanctions laws, including without limitation by not exporting or transferring the Online Services to, using the Online Services for the benefit of, or making the Online Services available for use by any person, entity or organization located in any jurisdiction that is subject to comprehensive U.S., EU, UN or UK economic sanctions; or with whom U.S. persons are otherwise prohibited from engaging in such transaction. You further represent and warrant that you are not identified on or as (a) U.S. Office of Foreign Assets Control Specially Designated Nationals list, (b) UK HM Treasury Consolidated List of Sanctions Targets, (c) the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, or (d) any other applicable sanctions list, or (e) an entity or organization fifty percent or more owned, directly or indirectly, individually or in the aggregate by any person(s) identified in subclauses (a) through (d). You further agree not to provide access to the Online Services to any individual located in any region subject to comprehensive embargoes under various sanctions issued by the U.S., EU, or UK, including but not limited to, Iran, Cuba, Syria, North Korea, Crimea or the Donetsk People's Republic (DNR) or Luhansk People's Republic (LNR) regions of Ukraine. CCH shall have no obligation to make the Online Services available to any user or in any jurisdiction if doing so, in its reasonable discretion, would violate applicable law.

Performance of CCH hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostilities, the elements, fire, explosion, power failure, acts or omissions of carriers, transmitters, or providers of telecommunications or Internet services, industrial or labor dispute, inability to obtain supplies and the like, or breakdown of equipment or any other causes beyond CCH's control.

This Agreement, and any disputes arising out of or related to, is governed by and shall be governed by and enforced in accordance with the laws of the State of New York, without regard to any law or statutory provision which would require or permit the application of another jurisdiction's substantive law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. You irrevocably and unconditionally (i) consent to submit to the exclusive jurisdiction of the state and federal courts in the State of New York (the "New York Courts") for any litigation or dispute arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the New York Courts, (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum, and (iv) agree the New York Courts represent the exclusive jurisdiction for all disputes relating to this Agreement. Notwithstanding the foregoing, (a) in the event that the applicable Customer Agreement specifies that a different state's or country's law shall govern such agreement, such state's or country's law shall be deemed to govern this Agreement and each party consents to the exclusive jurisdiction and venue of the courts of such state or country, (b) if Customer is a U.S. city, county or state government entity, the laws of your state shall govern this Agreement and each party consents to the exclusive jurisdiction and venue of the courts of such state for any litigation or dispute arising out of or relating to this Agreement and (c) if Customer is a U.S. government entity, U.S. federal law will govern this Agreement (except that, to the extent permitted by U.S. federal law, the laws of the State of New York will apply in the absence of applicable U.S. federal law) and each party consents to the exclusive jurisdiction and venue of the federal courts located in New York County, New York for any litigation or dispute arising out of or relating to this Agreement. EACH PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES.



## DATA PROTECTION ANNEX

Effective: July 15, 2022

In accordance with the "Data Protection" section of the Agreement from which this Annex is linked, this Data Protection Annex ("**Annex**") applies to and is incorporated into the Agreement to the extent that CCH Processes any Personal Data about Data Subjects located in the EEA or the UK when performing its obligations under the Agreement.

**1. Definitions.** Capitalized terms used but not defined in this Annex will have the same meanings as set forth in the Agreement. In this Annex, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

" <b>Agreement</b> "	means the Terms of Use for CCH Online Content Services together with the applicable Customer Agreement agreed to between CCH Incorporated and the Customer and from which this Annex is linked;
" <b>CCH Personal Data</b> "	means any and all Personal Data about you and Data Subjects working for you that is obtained by CCH as part of the administration and performance of its obligations under the Agreement, including without limitation, Your Personal Data;
" <b>Data Protection Laws</b> "	means the EU GDPR and the UK GDPR and laws implementing, replacing or supplementing these laws when applicable;
" <b>EEA</b> "	means the European Economic Area;
" <b>EU</b> "	means the European Union;
" <b>EU GDPR</b> "	means the EU General Data Protection Regulation 2016/679 and any applicable national laws made under it;
" <b>Restricted Transfer</b> "	means a transfer of Your Personal Data from CCH and/or to a subprocessor where such transfer would be prohibited by Data Protection Laws in the absence of appropriate safeguards required for such transfers under Data Protection Laws.
" <b>Retained EU Law</b> "	means as defined in the European Union (Withdrawal) Act 2018;
" <b>UK</b> "	Means the United Kingdom;
" <b>UK GDPR</b> "	means the UK Data Protection Act 2018 ("DPA 18") and the EU GDPR as it forms part of Retained EU Law and includes all subordinate legislation and relevant regulations;
" <b>Your Personal Data</b> "	means any Personal Data about Data Subjects located in the EEA or UK that is Processed by CCH as part of the use of the Online Services under the Agreement and is provided to CCH by you when you use the Online Services.

The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority" shall have the meanings ascribed to them in applicable Data Protection Laws, and their cognate terms shall be construed accordingly.

Where there is a reference to a specific article or provision of the EU GDPR such reference shall be taken to include (and extend to) any equivalent provision or obligation set out in the UK GDPR as applicable.

The word "include" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.



## **2. ROLES AND SCOPE.**

**2.1 Your Personal Data.** For the purposes of this Annex, to the extent the Online Services are used to Process Your Personal Data, CCH is a separate Controller of Your Personal Data Processed by it.

**2.2 CCH Personal Data.** For the purposes of this Annex, CCH is a separate Controller of CCH Personal Data Processed by it.

**2.3 International Transfers.** You acknowledge that CCH is located in the United States of America and that CCH may process CCH Personal Data, including Your Personal Data, at a destination outside the EEA or UK and that such CCH Personal Data and Your Personal Data may be processed by CCH personnel or a Processor of CCH operating outside the EEA or UK in countries that the European Commission (or in relation to the UK, the UK Government) has not yet decided offer adequate data protection in accordance with Data Protection Law ("Third Countries"). You further acknowledge and agree that:

(a) If the processing (including storage) of Your Personal Data involves a Restricted Transfer from the EEA and/or Switzerland to a jurisdiction outside of the EEA or Switzerland, as applicable, the parties agree that such transfer(s) will be carried out in accordance with and subject to the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council annexed to the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 ("EU SCCs"). Where You are acting as a controller of Your Personal Data, the parties agree to comply with Module 1 of the EU SCCs set forth in the Appendix 3 to this Annex. To the extent there is any conflict between this Annex and the EU SCCs, the terms of the EU SCCs will prevail.

(b) If the processing (including storage) of Your Personal Data involves a Restricted Transfer from the UK, the parties agree that such transfer(s) will be carried out in accordance with and subject to the International Data Transfer Agreement A1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 ("UK IDTA") as set out in Appendix 4. To the extent there is any conflict between this Addendum and the UK IDTA, the terms of the UK IDTA will prevail.

**2.4 Assistance.** You agree that you shall provide all information and documents reasonably requested of you by CCH or CCH's representative(s) to allow CCH to satisfy its obligations under this Annex and Data Protection Laws relating to Your Personal Data and CCH Personal Data.

## **3. PROCESSING OF YOUR PERSONAL DATA**

**3.1 Your responsibilities.** You shall have sole responsibility for ensuring Your Personal Data is Processed in accordance with the applicable Data Protection Laws, including:

(a) ensuring that Your Personal Data is Processed lawfully, fairly and in a transparent manner in relation to the Data Subjects, including by ensuring that all necessary fair processing information has been provided in writing to, and all necessary consents obtained from, the Data Subjects in relation to the Processing of such Personal Data by the parties and by third parties on their behalf.

(b) ensuring that Your Personal Data is collected for specified, explicit and legitimate purposes based on a legal grounds for Processing as may be required from time to time by applicable Data Protection Laws and not further processed in a manner that is incompatible with those purposes.

### **3.2 CCH's responsibilities.**

(a) CCH shall in determining the extent to which Your Personal Data is required in relation to the purposes for which Your Personal Data is to be Processed by CCH, only request Your Personal Data that is relevant, adequate and not excessive in accordance with Data Protection Laws. CCH shall have sole

responsibility for using reasonable efforts to ensure that Your Personal Data, at the time it is first made available to you through the Online Services, accurately reflects the data that you provided to CCH. At all times thereafter, you shall be solely responsible for ensuring that Your Personal Data remains accurate and up-to-date in accordance with Data Protection Laws.

(b) CCH shall maintain the security practices and policies for the protection of Your Personal Data as set forth in Appendix 2. You warrant that You have assessed the security measures set out in Appendix 2 and has determined that they satisfy the requirements of Data Protection Laws in respect of CCH's processing of Your Personal Data.

(c) As required under Data Protection Laws, CCH shall inform You without undue delay after it becomes aware of any Personal Data Breach of Your Personal Data that was in its possession or control, providing a description of the nature of the breach and the information referred to in Article 33(b)-(d) of the EU GDPR as soon as it becomes available. In addition, each party shall consult in good faith with the other and provide the other with assistance, information and cooperation in the investigation, notification, mitigation and remediation of each such Personal Data Breach. While CCH may take any information provided by you into account, only CCH shall determine the content of any related public statements and any required notices to the affected Data Subjects and/or the relevant Supervisory Authorities in connection with a Personal Data Breach involving Your Personal Data in its possession.

### **3.3 Each party's responsibilities.** Each party shall:

(a) ensure that Your Personal Data that is in its possession or control is kept for no longer than is necessary for the purposes for which Your Personal Data are processed in accordance with Data Protection Laws.

(b) in relation to Your Personal Data that is in its possession or control, be responsible for ensuring that Your Personal Data is Processed in a manner designed to ensure appropriate security of Your Personal Data including protection against Personal Data Breaches as required by Data Protection Laws.

Except to the extent that this Section 3 (Processing of Your Personal Data) allocates responsibility for compliance with particular provisions of Data Protection Laws to a particular party, each party shall comply with its respective obligations under Data Protection Laws in relation to Your Personal Data.

## **4. PROCESSING OF CCH PERSONAL DATA**

### **4.1 Use of CCH Personal Data.** CCH may process CCH Personal Data for the following purposes:

(a) perform under and manage and make decisions about the Agreement and any matters (such as making the Online Services available to Customer's users, customer support, invoicing and fee arrangements) arising in connection with the Agreement;

(b) communicate with you and the Data Subjects that work for you in relation to matters arising under or in connection with the Agreement and in connection with services and products that CCH may offer from time to time;

(c) comply with regulatory and legal obligations to which CCH is subject;

(d) establish, exercise and defend legal rights and claims;

(e) manage customer relationships;

(f) manage risk, perform quality reviews and manage security and operations;

(g) record, monitor, assess and analyze the use of the Online Services, and improve the content and the functionality of the Online Services,

- (h) market, advertise and send reports to you or Customer;
- (i) compile statistical and other information related to the performance, operation and use of the Online Services, including for the purposes of sending reports to you or Customer, and
- (j) CCH's internal financial accounting, information technology and other administrative support services,

(collectively, "**Processing Purposes**"). You will ensure that there is no prohibition or restriction in relation to CCH's use thereof that would prevent or restrict CCH from Processing the CCH Personal Data for the Processing Purposes. You shall also ensure that all consents have been obtained and all notices have been issued, as necessary under the Data Protection Laws, to enable the CCH Personal Data to be disclosed to and used by CCH for the Processing Purposes as a separate Controller.

**4.2 Additional Information Regarding Processing.** Appendix 1 to this Annex sets out certain information regarding the processing of CCH Personal Data. The parties may amend Appendix 1 from time to time as the parties may reasonably consider necessary. Nothing in Appendix 1 (including as amended pursuant to this Section 4.1) confers any right or imposes any obligation on any party to this Annex.

## **5. GENERAL TERMS.**

**5.1 Governing law and Jurisdiction.** Except to the extent set out otherwise in the Appendix 3 and Appendix 4, and as necessary to comply with Data Protection Laws, the parties to this Annex hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Annex, including disputes regarding its existence, validity or termination or the consequences of its nullity and this Annex and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

**5.2 Severance; Order of Precedence.** Should any provision of this Annex be invalid or unenforceable, then the remainder of this Annex shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein. In the event of a conflict or discrepancy between (a) this Annex and any term of the Agreement, this Annex shall take precedence with respect to such conflict, (b) the EU SCCs and the provisions of this Annex, the EU SCCs shall prevail, and (c) this Annex and the UK IDTA, the UK IDTA shall prevail.

## Appendix 1 to Data Protection Annex

### DETAILS OF PROCESSING OF PERSONAL INFORMATION

#### *Categories of data subjects whose personal data is transferred*

Customer's users of the Online Services, including Customer's professional resources (such as lawyers or accountants) which may include Customer's employees, independent contractors and partners, performing research tasks on behalf of Customer.

#### *Categories of personal data transferred*

First and last names of natural persons

Business contact information, such as email addresses and telephone numbers

Login name and password

Usage data and search terms

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

Use of the Online Services doesn't anticipate the transfer of special categories of data.

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

Continuous basis as necessary for the purposes of the transfer detailed below.

#### *Nature of the processing*

See the description of the purposes below.

#### *Purpose(s) of the data transfer and further processing*

The transfer is made for the following purposes:

- (i) perform under and manage and make decisions about this Agreement and any matters (such as making the Online Services available to Customer's users, customer support, invoicing and fee arrangements) arising in connection with this Agreement,
- (ii) communicate with you and your users that work for you in relation to matters arising under or in connection with this Agreement and in connection with services and products that CCH may offer from time to time,
- (iii) comply with regulatory and legal obligations to which CCH is subject,
- (iv) establish, exercise, and defend legal rights and claims,
- (v) manage customer relationships,
- (vi) manage risk, perform quality reviews, and manage security and operations,
- (vii) record, monitor, assess and analyze the use of the Online Services and improve the content and the functionality of the Online Services,
- (viii) market, advertise and send reports to you or Customer,
- (ix) compile statistical and other information related to the performance, operation and use of the Online Services, including for the purposes of sending reports to you or Customer, and
- (x) internal financial accounting, information technology and other administrative support services.

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

Personal data may be processed to the extent necessary for the performance of data importer's obligations (including during the period of subscription and any renewal), and for the time necessary to achieve the purposes

for which the personal data is collected, in accordance with the data importer's data retention and disaster recovery practices and the applicable Data Protection Laws. When the data importer no longer needs personal information, the data importer takes all reasonable steps to remove it from its systems and records or take steps to properly anonymize it.

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*

- (i) Service providers or subprocessors who perform certain functions on data importer's behalf, such as to provide analytics and site usage information, implementation and onboarding, provide outsourced help with the operations of the electronic content platforms, provide marketing and promotional assistance, and provide other services related to the operation of data importer's business.
- (ii) Marketing partners and vendors to develop, deliver and report on targeted advertising of our services and products either online or in emails sent by data importer, or data importer's marketing partners, to data exporter.
- (iii) Public and government authorities or other legal entities for purposes of, among things, (a) to comply with or as required by applicable law, including laws outside data exporter's country of residence, (b) to comply with legal process, either within or outside data exporter's country of residence, (c) to respond to requests from public and government authorities, including public and government authorities outside data exporter's country of residence, for national security and/or law enforcement purposes, (d) to enforce data importer's terms and conditions, and (e) to allow data importer to pursue available remedies or limit the damages that it may sustain.
- (iv) Affiliates of data importer who support data importer products and services and with whom data importer shares certain back-office functions.
- (v) Customers with respect to the data relating to its users.

## **Appendix 2 to Data Protection Annex**

### **DESCRIPTION OF TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES**

#### **INFORMATION SECURITY**

##### **CCH Online Content Offerings Wolters Kluwer Global Information Security Program**

June 2022

CCH Incorporated is a Wolters Kluwer company. This document helps customers and product users understand the policies, frameworks, and controls in place to maintain the enterprise security of Wolters Kluwer information systems, information, assets, environments, and customer information. Based on the type of information being stored in specific products, the products may have additional more stringent policies, controls, and frameworks in place. CCH, through its Tax & Accounting and Legal & Regulatory divisions, offers a broad range of content products through a variety of digital platforms to address the research needs of tax, accounting, legal and compliance professionals. The functionality of each of our digital research platforms is not intended to be used to store, capture, or transmit customer client confidential or personally identifiable information. Except with respect to IP authentication or some single sign-on authentication methods that may be offered with specific platforms, only limited personal information (first name, last name, business email and password) is collected from customers/users for purposes of authentication and use of platform functionality such as saving search results so that one might return to a research task at a later time.

1. **Security Program.** Wolters Kluwer maintains a written global information security program of policies, procedures and controls aligned to recognized industry standards, governing the processing, storage, transmission and security of data (the “Security Program”). The Security Program mandates industry-standard practices designed to protect data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to data transmitted, stored or otherwise processed. Wolters Kluwer updates the Security Program to address (i) new and evolving security threats, (ii) changes to industry standards, (iii) technological advances in security tools, and (iv) amendments required following risk assessments undertaken pursuant to 1.3 below. Additionally, all security policies and standards governing the Security Program are reviewed, updated, and approved annually by the Wolters Kluwer Security Council (“Security Council”), which is comprised of executive representation from each of the Wolters Kluwer commercial divisions and corporate functions.
2. **Security Organization.** Wolters Kluwer has implemented a three-tiered information security management structure to facilitate the management, architecture, and operations of security functions. The Security Council oversees the management of this structure. Members of the Security Council include leadership representatives including commercial division CTOs, Legal, Internal Audit, Internal Controls, the Global Information Security team, and Risk Management. Wolters Kluwer has a Chief Information Security Officer who is responsible for oversight, management, and monitoring of Wolters Kluwer’s Security Program.
3. **Audits.** Annually, the Wolters Kluwer Security Program is audited by an independent third party. For select systems, applications and services, Wolters Kluwer receives third party audits for compliance with SOC 2 Type 2.
4. **Facilities.** Offices and data center facilities that are owned or leased by Wolters Kluwer include physical access restrictions and fire detection and fire suppression systems both localized and throughout the buildings.
5. **Personnel Security.** Users who are given access to Assets must abide by the Wolters Kluwer Acceptable Use Policy. Wolters Kluwer performs background screening on employees and all contractors who have access to Wolters Kluwer information and customers’ information, subject to applicable laws and regulations.
6. **Endpoint Security.** Wolters Kluwer implements and maintains security mechanisms on endpoints, including firewalls, automated locking of devices after a specified period of inactivity, updated anti-virus, an advanced endpoint detection and response (EDR) solution, and full disk encryption. Wolters Kluwer restricts personnel from disabling security mechanisms.
7. **Training and Awareness.** Wolters Kluwer maintains a security and privacy awareness program that includes both regularly scheduled and unannounced training and education of its personnel, including any contractors or other third parties working on its behalf with access to data or Assets.

8. Vendor Risk Management. Wolters Kluwer maintains a vendor risk management program that assesses all vendors that access, store, process, or transmit Wolters Kluwer information and customers' information for appropriate security and privacy controls and business disciplines. Before Wolters Kluwer provides a vendor with access to personal information or any other sensitive information of Wolters Kluwer employees or customers, or critical Assets, it is required that appropriate security controls are in place. Access by vendors is required to be limited to only the access required to provide the contracted-for services. Security controls are required to be implemented to ensure that vendor access is limited appropriately. Periodic reviews of vendors, including third-party security audits, may be used to confirm whether vendors are adhering to their obligations and maintaining appropriate security measures.
9. Separation of Environments. For Wolters Kluwer critical Assets, Wolters Kluwer deploys separate development, QA, and production environments. Wolters Kluwer does not use customer data in development and maintains controls to prevent such use.
10. Encryption. Wolter Kluwer uses industry standard encryption to encrypt data in transit over public networks to the Wolters Kluwer environment and data at rest for systems, applications and services that involve or impact sensitive data. Encryption keys are created and protected with at least the same level of security and access control as the data being protected. The encryption strength is based on industry standards for strong encryption and does commensurate with the data classification.
11. Firewall System. Industry standard firewalls are installed and managed to protect Wolters Kluwer systems by monitoring all entry connections routed to the Wolters Kluwer environment.
12. Data Backup. Wolters Kluwer maintains a backup plan to ensure all critical data is backed up without affecting system operations. The type and frequency of backup and type of backup media used takes into consideration the volume of data, criticality of data and recovery time constraints.
13. Business Continuity. Wolters Kluwer maintains business continuity plans ("BCP") which include processes for protecting personnel and assets and restoring functionality in accordance with the time frames outlined therein.
14. Disaster Recovery. Wolters Kluwer (i) maintains an IT disaster recovery plan ("DR"); (ii) tests the DR plan at least once every year; (iii) makes available summary test results which will include the actual recovery point and recovery times; and (iv) documents any action plans within the summary test results to promptly address and resolve any deficiencies, concerns, or issues that prevented or may prevent the services from being recovered in accordance with the DR plan.
15. Incidents and Events Management. Wolters Kluwer has a cross-functional global information security incident response team that provides 24/7, 365 days a year proactive security monitoring, management, and response, in accordance with Wolters Kluwer's established corporate incident management plan. Wolters Kluwer's security team will promptly analyze potential security incidents and events to assess the impact, determine if immediate risk exists, and take immediate action to mitigate such damage.



## Appendix 3 to Data Protection Annex

### MODULE 1 CONTROLLER TO CONTROLLER

#### STANDARD CONTRACTUAL CLAUSES

The parties hereby agree that they will comply with the EU Standard Contractual Clauses: Module 1, which are incorporated herein by reference, a copy of which can be found at [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en). The Parties agree that the following terms apply:

1. **Clause 7:** The Parties have chosen not to include Clause 7.
2. **Clause 11(a):** The Parties do not incorporate the optional language allowing a data subject to lodge a complaint with an independent dispute resolution body at no cost to the data subject.
3. **Clause 13(a):** Where the data exporter is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, the supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behavior is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

4. **Clause 17:** These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the Netherlands.
5. **Clause 18(b):** The Parties agree that those shall be the courts of the Netherlands.

## **ANNEX I**

### **A. LIST OF PARTIES**

**Data exporter(s):** The subscribing Customer (as defined in the Agreement) to the Online Services (or an affiliate of such Customer, if applicable)

- Contact details: data exporter can be contacted through the contract details set forth in the Customer Agreement (as defined in the Agreement).
- Activities relevant to the data transferred under these Clauses: entering into the Customer Agreement and utilizing the Online Services being subscribed to for its internal business purposes.
- Signature and date: as reflected in the Customer Agreement.
- Role: controller

**Data importer(s):** CCH Incorporated

- Contact details:
  - 2700 Lake Cook Road, Riverwoods Illinois 60015 United States of America
  - Phone 800-234-1660 for Legal & Regulatory and 800-344-3734 for Tax and Accounting
  - For the Tax and Accounting division of data importer – [TAAPrivacySecurity@wolterskluwer.com](mailto:TAAPrivacySecurity@wolterskluwer.com)
  - For the Legal & Regulatory division of data importer – [LRUSPrivacy@wolterskluwer.com](mailto:LRUSPrivacy@wolterskluwer.com)
- Activities relevant to the data transferred under these Clauses: entering into the Customer Agreement and authenticating users onto the Online Services being subscribed to and performance under the Agreement.
- Signature and date: as reflected in the Customer Agreement.
- Role: controller

### **B. DESCRIPTION OF TRANSFER**

*See Appendix 1.*

### **C. COMPETENT SUPERVISORY AUTHORITY**

The competent supervisory authority for purposes of this Annex I.C shall be the supervisory authority in the Member State in which the data exporter or the data exporter's Article 27 representative, as applicable, is located. In the event that the data exporter is not located in a Member State and does not have an Article 27 representative, the competent supervisory authority shall be the Dutch Data Protection Authority.

## **ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

*Refer to Appendix 2.*

## **AMENDMENTS TO ENABLE THE TRANSFER OF DATA FROM SWITZERLAND TO A THIRD COUNTRY**

Pursuant to the FDPIC's guidance titled "The transfer of personal data to a country with an inadequate level of data protection based on recognised standard contractual clauses and model contracts," dated 27 August 2021, the parties are adopting the GDPR standard for all data transfers under the FADP and under the GDPR. To the extent Personal Information is transferred outside of Switzerland to a country with an inadequate level of data protection, the following amendments to the Standard Contractual Clauses provided for in this Appendix 3 shall apply:

1. Annex I.C: The competent supervisory authority shall be the FDPIC, insofar as the data transfer is governed by the FADP; and shall be the EU authority referenced in Annex I.C insofar as the data transfer is governed by the GDPR.
2. The term "member state" shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c).
3. The Standard Contractual Clauses shall also protect the data of legal entities until the entry into force of the revised FADP.

**APPENDIX 4**  
**UK INTERNATIONAL DATA TRANSFER AGREEMENT (UK IDTA)**

**Part 1: Tables**

**Table 1: Parties and signatures**

<b>Start date</b>	The Effective Date of the Annex	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	Refer to Customer Agreement	Refer to Customer Agreement
<b>Key Contact</b>	Refer to Customer Agreement	Refer to Customer Agreement
<b>Importer Data Subject Contact</b>	Refer to Customer Agreement	Refer to Customer Agreement
<b>Signatures confirming each Party agrees to be bound by this UK IDTA</b>	Refer to Customer Agreement	Refer to Customer Agreement

**Table 2: Transfer Details**

<b>UK country's law that governs the UK IDTA:</b>	The jurisdiction in which the Data Exporter is located.
<b>Primary place for legal claims to be made by the Parties</b>	The jurisdiction in which the Data Exporter is located.
<b>The status of the Exporter</b>	In relation to the Processing of the Transferred Data the Exporter is a Processor or Sub-Processor insofar as it is processing data on behalf of another entity. If Exporter is not processing data on behalf of another entity, Exporter is a Controller.
<b>The status of the Importer</b>	In relation to the Processing of the Transferred Data, Importer is a Controller.
<b>Whether UK GDPR applies to the Importer</b>	UK GDPR may apply to the Importer's Processing of the Transferred Data

<b>“Term”</b>	The Importer may Process the Transferred Data for no longer than is necessary for the Purpose.
<b>Ending the UK IDTA before the end of the Term</b>	The Parties cannot end the UK IDTA before the end of the Term unless there is a breach of the UK IDTA or the Parties agree in writing.
<b>Ending the IDTA when the Approved IDTA changes</b>	Which Parties may end the UK IDTA as set out in Section <b>Error! Reference source not found.</b> : Exporter
<b>Can the Importer make further transfers of the Transferred Data?</b>	The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section <b>Error! Reference source not found.</b> (Transferring on the Transferred Data).
<b>Specific restrictions when the Importer may transfer on the Transferred Data</b>	There are no specific restrictions.
<b>Review Dates</b>	First review date: Effective Date of the Agreement The Parties must review the Security Requirements at least once each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment, to the extent that Importer is made aware of such changes; Importer will conduct a review at the time of contract renewal

**Table 3: Transferred Data**

<b>Transferred Data</b>	The personal data to be sent to the Importer under this IDTA consists of that data outlined in Appendix 1 of the Annex.  The categories of Transferred Data will update automatically if the information is updated in the Agreement or Annex.
<b>Special Categories of Personal Data and criminal convictions and offences</b>	The Transferred Data includes data relating to that data outlined in Appendix 1 of the Annex.  The categories of special category and criminal records data will update automatically if the information is updated in the Agreement or Annex.
<b>Relevant Data Subjects</b>	The Data Subjects of the Transferred Data are those data subjects outlined in Appendix 1 of the Addendum.

	The categories of Data Subjects will update automatically if the information is updated in the Agreement or Annex.
<b>Purpose</b>	The Importer may Process the Transferred Data for the purposes set out in the Annex. The purposes will update automatically if the information is updated in the Agreement or Annex.

**Table 4: Security Requirements**

See Appendix 2 of the Annex. The Security Requirements will update automatically if the information is updated in the Agreement or Annex.

**Part 2: Extra Protection Clauses**

N/A

**Part 3: Commercial Clauses**

N/A

**Part 4: Mandatory Clauses**

<b>Mandatory Clauses</b>	Part 4: Mandatory Clauses of the Approved UK IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section <b>Error! Reference source not found.</b> of those Mandatory Clauses.
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## **Terms of Use for CCH Online Content Services**

### **Wolters Kluwer Legal & Regulatory U.S. Product Additional Terms**

Last Revised: October 3, 2022

Use of the Products listed below are subject to the Additional Terms detailed below as referenced in the Terms of Use for CCH Online Content Services:

#### **Clarion:**

The following additional terms and disclaimers apply to your use of the Clarion Online Service. In the event that the terms of this section conflict with the License Agreement or the other portions of this Agreement, the terms of this section will govern and take precedence.

Information published in Clarion is the copyrighted materials of Factset Research Systems Inc. and its licensors and affiliates (collectively, "Factset") and is distributed with permission by CCH, all rights reserved. Factset and GeoRev are registered trademarks of Factset.

Factset will have no liability to you or anyone accessing the Online Services through you. You are only permitted to use the information obtained through the Clarion Online Service for internal management, reference and information purposes and for providing professional services to your clients, and not for resale or distribution. You may download, store and distribute insubstantial portions of select information obtained through the Clarion Online Service so long as such downloading, storage and distribution is consistent with the foregoing use restriction and so long as you comply with all applicable conventions regarding copyright and source of material attribution. You acknowledge and understand that CCH is required to inform its licensors of, and provide information relating to, any suspected breach of these terms.

The information obtained through the Clarion Online Service is provided on an "as, is" basis and without any warranties of any kind, express or implied. CCH AND ITS LICENSORS AND AFFILIATES DISCLAIM ALL WARRANTIES WITH RESPECT TO THE INFORMATION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT AND INFORMATION COMPLETENESS, CURRENCY OR ACCURACY. Under no circumstances will CCH or its licensors or affiliates be liable or responsible for any results obtained by your use of the information obtained through the Clarion Online Service and you expressly agree that your use of the information obtained through the Clarion Online Service is at your own risk. Accordingly, CCH and its licensors and affiliates will not in any way be liable for inaccuracies, errors, omissions, delays, damages, claims, liabilities or losses, regardless of cause, in or arising from the use of the information.

You assume all responsibilities and obligations with respect to the selection of the information obtained through the Clarion Online Service to achieve your intended results. You assume all responsibilities and obligations with respect to any decision or advice made or given as a result of the use or application of the information. CCH and its licensors and affiliates are not engaged in rendering legal, accounting, tax or other professional advice or services. If legal, accounting,



tax or other expert assistance is required, the services of a competent professional should be sought.

Factset prohibits the distribution of the information obtained through the Clarion Online Service to Bloomberg L.P., Thomson Reuters, The McGraw Hill Financial Inc., and Morningstar, Inc., and their respective affiliates. As such, CCH reserves the right to terminate a subscription to the Online Service to any of the foregoing companies (including in any circumstances when after the commencement of a subscription, you become an affiliate of one of the identified companies). In the event of any such termination, CCH will issue a refund to the subscriber for any paid but unused subscription fee (which will be the subscriber's sole and exclusive remedy as a result of any such termination).

#### **Clarivate Darts-ip™ Offerings:**

The Darts-ip Offerings are licensed from Clarivate Analytics (US) LLC. Clarivate retains the right to cause CCH to terminate Darts-ip subscription where Clarivate determines, in its discretion, that continuing a subscription may result in a sanction violation or create risk from a compliance standpoint. Subscriber agrees that CCH may terminate its subscription to a Darts-ip Online Service in such instance. In such event of CCH's termination of a subscription to a Darts-ip Online Service, CCH will issue a refund to the subscriber for any paid but unused subscription fee (which will be the subscriber's sole and exclusive remedy as a result of any such termination).

#### **VitalLaw Client Share:**

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