

PLEASE READ CAREFULLY BEFORE ACCESSING ANY SERVICES OR USING ANY SOFTWARE FROM THIS WEBSITE:

This licence agreement (Licence) is a legal agreement between you as a business user (Licensee or you) and Big Ticket, Inc., a corporation organised and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (Licensor, us or we) for: (a) Digital insurance management platform services, across all lines of business made available on the platform from time to time, and any data supplied with the services (Services). (b) Any online software applications provided as part of the Services (Software). (c) Any online documents provided as part of the Services (Documents).

We license use of the Services, Software and Documents to you on the basis of this Licence. We do not sell the Services, Software or Documents to you. We, or our licensors, remain the owners of the Services, Software and Documents at all times.

If your business has entered into an agreement with us (Enterprise Agreement) setting out additional terms relating to the Services such as service fees, migration of exposure and other data, and permitted user controls, this Licence is subject to that Enterprise Agreement. If you access the Services at no charge as an authorised user under an Enterprise Agreement between us and another organisation, that Enterprise Agreement governs our relationship with that organisation and this Licence governs our relationship with you.

This Licence does not govern your relationship with other users of the Services. It is your responsibility to ensure that the correct permissions and consents are in place between you and any third party before using the Services to exchange data with that third party.

This Licence and the Enterprise Agreement, if applicable, are independent of any terms of business between insurance company and broker or any terms and conditions between insurance company and insured or between broker and insured. The foregoing does not alter any obligations set forth in a separate agreement between you or your business and any such third parties.

The Services, Software and Documents are not to be construed, under any circumstances, as an offer to extend, place or purchase insurance. No insurance advice is provided or should be construed to be provided herein. Any and all insurance advice that may be provided will be provided by an insurance broker and all such matters and other matters concerning the merchandise, services, information, opinions, or advice ordered or received from such insurance broker are solely between you and such insurance broker.

IMPORTANT NOTICE TO ALL USERS: BY CLICKING ON THE "ACCEPT" BUTTON YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 5 AND THE CONFIDENTIALITY, EXPORT AND DELETION PROVISIONS IN CLAUSES 5A AND 6. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU MUST CLICK ON THE "REJECT" BUTTON AND YOU MAY NOT DOWNLOAD, STREAM OR ACCESS THESE SERVICES, SOFTWARE OR DOCUMENTS. You should print a copy of this Licence for future reference.

1. LICENCE

1.1 The following defined terms are used in this Licence: Anonymised Data means data derived from Licensee Data that has been aggregated and/or anonymised so that neither you, any Authorised User nor any individual can reasonably be identified from it. Authorised Users means the employees, agents and independent contractors of you, your subsidiaries and affiliates, who you authorise to use the Services, the Software and the Documents. Data Protection Legislation means the UK GDPR, the Data Protection Act 2018, the EU GDPR and any other applicable law relating to the processing of personal data. Good Industry Practice means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector. Intended Use means use in connection with the management, exchange and validation of risk and insurance data to facilitate the provision of risk management, insurance and related services. Supplier Data means all

information, data, analyses, reports, scores, geocoding, enrichment and other material created or brought into existence by or on behalf of us in the course of, or as a result of, providing the Services, including Anonymised Data, but excluding Licensee Data.

Licensee Data means the data inputted, uploaded, updated, validated or published on the Services by you or your Authorised Users, for the purpose of using or facilitating your use of the Services, Software or Documents, whether hosted or stored within the Services, Software or Documents or elsewhere, but excluding Supplier Data. Viruses means any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses, logic-bombs, keystroke loggers, spyware, adware or any other similar things or devices. Vulnerability means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

1.2 In consideration of you agreeing to abide by the terms of this Licence and, if applicable, payment by your business of a fee pursuant to an Enterprise Agreement, we grant to you a limited, non-exclusive, non-transferable, revocable licence, without the right to sublicense, to access and use the Services (and the Software and the Documents in connection with the Services) on the terms of this Licence, solely for the Intended Use.

1.3 You shall: (a) provide the Licensor with: (i) all necessary co-operation in relation to this Licence; and (ii) all necessary access to such information as may be required by the Licensor, to the extent required to provide the Services, Software and Documents including but not limited to Licensee Data; (b) without affecting your other obligations under this Licence, comply with all applicable laws and regulations with respect to your activities under this Licence; and (c) ensure that you access the Services using a network and systems which comply with the relevant specifications and minimum requirements specified by the Licensor from time to time.

1.4 You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Licensee Data inputted or uploaded by you. You retain ownership of, and all intellectual property rights in, Licensee Data. Subject to any licence provisions set out in any applicable Enterprise Agreement between us and your business, you hereby grant us a non-exclusive, worldwide, royalty-free licence to host, copy, store, process and display the Licensee Data for: (a) the proper performance of the Services, including the provision of the Software and the Documents, to you, your Authorised Users and the other users of the Services that you have permissioned in accordance with clause 1.6; (b) the purposes set out in our Privacy Policy as described in clause 9; (c) monitoring, securing, supporting and enhancing the performance of the Services; (d) creating Anonymised Data, which we may use to operate, improve and develop the Services and to develop new products and services; and (e) all other purposes relevant to the proper exercise of our rights and obligations under this Licence.

1.5 You undertake that:

(a) you shall co-operate with any audit carried out pursuant to an Enterprise Agreement to permit the Licensor to deploy reasonable online audit tools via the Services for these purposes; (b) you shall use the Services, Software and Documents only in accordance with the terms of this Licence and applicable laws; (c) you shall comply with all applicable technology control or export laws and regulations; and (d) you shall notify us promptly by email to support@bigticketplatform.com if you know or suspect that anyone other than you knows your user identification code, password or any other piece of information provided to you as part of our security procedures.

1.6 You control who may access Licensee Data. We shall make Licensee Data available only to your Authorised Users and to those other users of the Services that you, or persons acting under your authority, have permissioned through the Services. You may withdraw or vary a permission at any time using the functions of the Services.

2. RESTRICTIONS

2.1 Except as expressly set out in this Licence or as permitted by any local law which is incapable of exclusion by agreement between the parties, you shall not: (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Services and/or Documents (as applicable) in any form or media or by any means, save that you may export Licensee Data in accordance with clause 6.4; (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or Services; (c) access all or any part of the Services, Software and Documents to build a product or service which competes with the Services, Software or the Documents; (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Software and Documents available to any third party except the Authorised Users; (e) attempt to obtain, or assist third parties in obtaining, access to the Services, Software and Documents, other than as provided under this Licence; (f) attempt to harvest, collect or extract user information, including personal data or any other sensitive user information from the Services, Software and Documents; (g) attempt to interfere with, damage or disrupt any part of our server or network used in the provision of our Services, Software and Documents; (h) attempt to restrict, inhibit, or impede any other Authorised User's access of the Services; (i) disclose to any third party any user credentials (including but not limited to username, password and identification code) or any other piece of account access information provided to you as part of your use of the Services; (j) infringe any copyright, database right or trade mark of any other person; (k) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence; and (l) use the Services, Software and Documents for any fraudulent purposes.

2.2 You shall not use the Services to: (a) distribute or transmit to the Licensor any Viruses or Vulnerability and shall implement procedures in line with Good Industry Practice to prevent such distribution or transmission; (b) store, access, publish, disseminate, distribute or transmit any material which: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (vi) is otherwise illegal or causes damage or injury to any person or property, and we reserve the right, on no less than thirty (30) days' prior written notice to you, such notice specifying the breach of this clause 2 and requiring it to be remedied within the thirty (30) day period, to disable your access to the Services, Software and Documents for the duration of time that the breach remains unremedied.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 You acknowledge that all intellectual property rights in the Services, Software, Documents and Supplier Data anywhere in the world belong to us or our licensors, that rights in the Services, Software and Documents are licensed (not sold) to you, and that you have no rights in, or to, the Services, Software, Documents or Supplier Data other than the right to use them in accordance with the terms of this Licence. Nothing in this clause 3 affects your ownership of Licensee Data under clause 1.4.

3.2 You acknowledge that you have no right to have access to any Software in source code form.

4. LIMITED WARRANTY

4.1 If you notify us in writing of any defect or fault in the Services or Software as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the Services or Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

4.2 The warranty does not apply if the defect or fault in the Services or Software results from you having used the Services, Software or Documents in breach of the terms of this Licence.

5. LIMITATION OF LIABILITY

5.1 You accept responsibility for the selection of the Services to achieve your intended results and acknowledge that the Services, Software and Documents have not been developed or designed to meet or support any individual requirements you have, including any particular cybersecurity requirements you might be subject to, or any regulated activity that you may be engaged in, including the provision of an online intermediation service, an online search engine or service that facilitates online interaction between users (each a Regulated Activity). If you use the Services for any Regulated Activity you agree to comply with any requirements that apply to such Regulated Activity from time to time (including in any jurisdiction in which you operate or where the Regulated Activity is undertaken) and you shall defend, indemnify and hold us harmless against any loss or damage (including regulatory fines or penalties) costs (including legal fees) and expenses which we may suffer or incur as a result of your breach of this clause 5.

5.2 We only supply the Services, Software and Documents for internal business use by you, and you agree not to use the Services, Software or Documents for any resale purposes.

5.3 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for: (a) loss of profits, sales, business, or revenue; (b) business interruption; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) wasted expenditure; (f) loss or corruption of data or information; (g) loss of business opportunity, goodwill or reputation; and (h) any special, indirect or consequential loss, damage, charges or expenses.

5.4 Other than the losses set out in clause 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the greater of GBP 100.00 or the sum of the fees paid by your business for the Services during the twelve (12) months immediately preceding the date the cause of action arose. This maximum cap does not apply to clause 5.5.

5.5 Nothing in this Licence shall limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by law.

5.6 This Licence, the Privacy Policy and the Enterprise Agreement, if applicable, set out the full extent of our obligations and liabilities in respect of the supply of the Services, Software and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

5.7 Where the Services are made available to you at no charge, you acknowledge that our contractual commitments in respect of service levels, business continuity, security, back-up and financial liability for the Services, and our obligations as a processor of personal data, are set out in, and owed under, our Enterprise Agreements with the organisations that have entered into Enterprise Agreements with us. The terms of each Enterprise Agreement are confidential to us and the relevant organisation.

5A. CONFIDENTIALITY

5A.1 We shall treat all Licensee Data as your confidential information. We shall keep Licensee Data confidential and shall not use, disclose or make it available to any third party except: (a) to your Authorised Users and to the other users of the Services that you have permissioned in accordance with clause 1.6; (b) to our employees, contractors, professional advisers and service providers who need access in order to provide the Services and who are bound by

written obligations of confidentiality no less protective than this clause 5A; (c) as required by law, regulation or a court or regulator of competent jurisdiction; or (d) as Anonymised Data.

5A.2 We shall not sell Licensee Data, license it to any third party as a standalone product or service, or aggregate it with the data of other users in identifiable form, and we shall not use Licensee Data for any purpose other than those permitted by clause 1.4.

5A.3 We shall require each service provider that has access to Licensee Data on our behalf to comply with obligations of confidentiality and security no less protective than those in this Licence, and we shall remain responsible to you for their compliance.

5A.4 Clause 5A.1 does not apply to information that is or becomes public other than through our breach, that we already lawfully held free of any duty of confidence, or that we develop independently without use of Licensee Data.

5A.5 This clause 5A survives termination or expiry of this Licence for so long as we hold any Licensee Data.

6. TERMINATION, SUSPENSION, EXPORT AND DELETION

6.1 We may suspend your access to the Services, Software and Documents with immediate effect if you breach this Licence.

6.2 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

6.3 On termination for any reason: (a) all rights granted to you under this Licence shall cease; (b) you must immediately cease all activities authorised by this Licence; and (c) you must immediately and permanently delete or disable interfaces to the Services from all computer equipment in your possession, and immediately destroy, delete or return to us (at our option) all copies of the Documents and Software then in your possession, custody or control and, in the case of destruction or deletion, certify to us that you have done so. Nothing in this clause 6.3 requires you to delete Licensee Data that you have exported from the Services.

6.4 You may export Licensee Data at any time during this Licence, in CSV format, using the export functions of the Services.

6.5 On your written request, we shall delete your Licensee Data within ninety (90) days of receiving your request. Anonymised Data is not Licensee Data and is unaffected by deletion.

6.6 Clauses 3, 5, 5A, 6.3, 6.5, 6.6 and 10 shall survive termination or expiry of this Licence.

7. VARIATION AND NOTICE

7.1 We may update the terms of this Licence at any time on notice to you in accordance with this clause 7. Where a variation would materially reduce your rights under clauses 1.6, 5A or 6, we shall give you not less than thirty (30) days' notice by email before it takes effect. Your continued use of the Services, Software and Documents following the deemed receipt and service of the notice under clause 7.3 (or, for such a material variation, after the thirty (30) day period) shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must stop using and accessing the Services, Software and Documents.

7.2 If we have to contact you, we will do so by email or by pre-paid post to the address you provided in accordance with your registration for the Services.

7.3 Any notice: (a) given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and (b) given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

7.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

8. EVENTS OUTSIDE OUR CONTROL

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control (as defined in clause 8.2, below).

8.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

8.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence: (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

9. PERSONAL DATA

9.1 Under Data Protection Legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Services, Software and the Documents and for what purposes, and those individuals' rights in relation to their personal data and how to exercise them. We process that account data as a controller. This information is provided in our privacy policy (<https://www.bigticketplatform.com/privacy-policy>) (Privacy Policy) and it is important that you read that information.

9.2 Licensee Data may include personal data. To the extent it does, you are the controller and we are your processor (each as defined in Data Protection Legislation). The subject matter and duration of the processing are the provision of the Services for the duration of this Licence; its nature and purpose are the hosting, storage, validation, exchange and display of Licensee Data for the Intended Use; and the personal data and data subjects are such personal data as you include in Licensee Data relating to individuals connected with the risks or insurance to which it relates. We shall: (a) process that personal data only to provide the Services in accordance with this Licence and your instructions given through the Services, and inform you if, in our opinion, an instruction infringes Data Protection Legislation; (b) ensure that persons authorised to process it are bound by confidentiality; (c) implement appropriate technical and organisational security measures; (d) engage service providers to process it only under written terms no less protective than this clause 9, you hereby giving general authorisation to our use of such providers, and give notice of any addition or replacement of them by updating our Privacy Policy, following which you may object by requesting deletion under clause 6.5; (e) taking into account the nature of the processing, assist you in responding to requests from individuals and in meeting your security, breach-notification and impact-assessment obligations; (f) notify you without undue delay after becoming aware of a personal data breach affecting that personal data; (g) delete that personal data on request in accordance with clause 6.5 (you may export Licensee Data at any time under clause 6.4), unless Data Protection Legislation requires us to retain it; and (h) make available the information reasonably necessary to demonstrate our compliance with this clause 9. You shall not upload special category personal data or criminal offence data.

9.3 Where personal data in Licensee Data is transferred from the United Kingdom or the European Economic Area to a country not recognised as providing adequate protection, the parties agree that the transfer is made under the UK International Data Transfer Addendum and the EU Standard Contractual Clauses (Module Two), which are incorporated into this Licence by reference and completed by the information in this clause 9 and our Privacy Policy, or under such other lawful transfer mechanism as we notify to you.

10. OTHER IMPORTANT TERMS

10.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

10.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

10.3 This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.

10.4 You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it.

10.5 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.

10.6 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

10.7 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

10.8 Each of the clauses of this Licence operate separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

10.9 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. The parties irrevocably agree to the exclusive jurisdiction of the English courts.