

This Processing Agent Agreement ("Agreement") to the Subscription Agreement (the "Subscription Agreement"), previously entered into or executed simultaneously herewith between LexisNexis Business Information Solutions B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands ("LN"), and ("Subscriber") and evidences the agreement between LN, the Subscriber and the Agent ("Agent").

WHEREAS, Subscriber desires to access the LN Content set forth in Section 3 below (the "LN Content") through its Agent; and

WHEREAS, LN is willing to allow Agent to access and use LN Content on Subscriber's behalf pursuant to the terms set forth in this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. TERM AND TERMINATION

The term of this Agreement will commence on _____ and will end on _____ (the "Term.") Notwithstanding the foregoing, this Agreement shall automatically terminate in the event that either the Subscription Agreement or the Subscriber/Agent Agreement is terminated and the parties will give prompt notice of any such event to the other party hereto. Finally, this Agreement may be terminated by LN for Subscriber's or Agent's material breach which remains uncured for more than 30 days after LN provides written notice to Subscriber or Agent identifying the specific breach; except in the event of a breach by Subscriber or Agent involving the infringement of intellectual property, or misappropriation or misuse of proprietary data, in which case LN may immediately suspend access to the Online Services as reasonably necessary to stop the misuse of the Online Services. The Subscription Agreement may not be terminated by Subscriber during the Term.

2. SERVICES

- 2.1. During the Term, LN will issue one (1) LexisNexis Online Services identification number ("LN ID") to Agent under a new Subscriber billing account number. Agent will use the LN ID in order to perform searches on the LN Content (the "Agent Services") in accordance with the terms of the written agreement between Agent and Subscriber (the "Subscriber/Agent Agreement"). As part of the Agent Services, Agent will publish LN Content to Subscriber's Authorized Readers for their access and use on the Agent platform (see in Exhibit A a detailed specification of the data flow and the technical environment). For purposes of this Agreement, the term "Subscriber's Authorized Readers" shall mean those users within Subscriber's organization who have been authorized by Subscriber to view the LN Content presented by Agent via electronic means or in hardcopy, but who will not have the ability to search the LN Content directly. Subscriber's Authorized Readers must also be "Authorized Users" as that term is used in the Subscription Agreement.
- 2.2. Subscriber's access to and use of the LN Content retrieved, accessed, or delivered by or through the Agent shall be governed by the terms and conditions of this Agreement and the Subscription Agreement and the Subscriber/Agent Agreement.

3. CHARGES

Subscriber shall be responsible for all charges related to Agent's use of the Online Services and LN Content pursuant the Subscription Agreement. Subscriber will pay to LN the monthly amount set forth in the Subscription Agreement ("Monthly Services Fee") for Agent to access the LN Content.

4. LIMITED WARRANTY

LN represents and warrants that it has the right and authority to make the LN Content available pursuant to this Agreement.

EXCEPT AS OTHERWISE PROVIDED ABOVE, THE LN CONTENT IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1. LN has no responsibility or liability to Subscriber whatsoever for the performance by Agent under the Agent/ Subscriber Agreement and or in relation to the Agent Services.
- 5.2. LN has no responsibility or liability to Agent whatsoever for the performance by Subscriber under the Agent/ Subscriber Agreement or in relation to the Agent Services.
- 5.3. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the LN Content or not included therein, (b) the unavailability or interruption of the LN Content or any features thereof, (c) Subscriber's or Agents use of the LN Content (regardless of whether Subscriber or Agent received any assistance from a Covered Party in using the LN Content), (d) Subscriber's or Agent's use of any equipment in connection with the LN Content, (e) the content of the LN Content, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.
- 5.4. "Covered Party" means (a) LN, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.
- 5.5. THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE LN CONTENT SHALL NOT EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES EXCLUDING ANY LOSS OF PROFIT OR BUSINESS. SUBSCRIBER'S AND AGENT'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH SUBSCRIBER AND OR AGENT MAY HAVE AGAINST ANY COVERED PARTY.
- 5.6. THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE LN CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

6. AGENTS RESPONSIBILITY

- 6.1. LN hereby accepts that the Agent will be using and processing the LN Content as made available by the Subscriber subject to the Subscription Agreement between the Subscriber and LN. The Agent acknowledges that only the LN Content detailed in the Subscription Agreement will be made available to the Agent.
- 6.2. The Agent hereby expressly agrees that it will not use the LN Content for any purpose or any nature whatsoever other than to process and provide back to the Subscriber. The Agent may not use the LN Content for its own purposes or for any third party purposes.
- 6.3. The Agent hereby agrees that it will stop using the LN Content and or delete any and all LN Content if directed by LN and in any event will delete said LN Content on termination of this Agreement or termination of the Subscription Agreement howsoever effected.
- 6.4. The Agent hereby confirms that it will not process any personally identifiable data or any data subject to privacy restrictions without LN's express written consent. Such consent to be evidenced in the form of a Data Transfer Agreement following the EU Model.
- 6.5. The Agent agrees that all use of the LN Content must be in accordance with the Subscription Agreement in place between LN and the Subscriber including the General Terms and Conditions of Use of the LexisNexis Service.

7. DATA PROTECTION

- 7.1. LN processes personal information of its Subscriber, Agent, and Subscriber's Authorized Users according to the Data Protection Laws.

- 7.2. The terms “**controller**”, “**data subject**”, “**personal data**”, “**personal data breach**”, “**processing**”, and “**processor**” will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term ‘data controller’ or ‘data processor’, they shall be read as controller and processor, respectively. “**Data Protection Laws**” means all data protection laws and regulations, including those of the Netherlands, (“**NL**”), the European Economic Area (“**EEA**”) and the European Union (“**Union**”), applicable to the processing of personal data under the Agreement, including the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“**GDPR**”) from May 25, 2018.
- 7.3. Subscriber and Agent recognize that, in the process of accessing and using the Online Services and Materials, Subscriber, Agent, and Subscriber’s Authorized Users will be required to supply personal data. They represent and warrant that they have complied with all applicable obligations under the Data Protection Laws in supplying personal data to LN, including providing any required notices and obtaining any required consents and authorizations for LN processing such personal data.
- 7.4. To the extent that LN acts as a controller, please view LN’s [Privacy Policy](#) regarding the information LN collects about Subscriber, Agent, and Subscriber’s Authorized Users according to Art. 13 GDPR.
- 7.5. To the extent that LN acts as a processor of personal data on Subscriber’s, Agent’s and Subscriber’s Authorized Users’ behalf, LN will process such personal data in accordance with the Data Protection Laws and, as of May 25, 2018, the GDPR Data Processing Addendum (“**DPA**”) which can be viewed under <https://www.lexisnexis.com/global/privacy/en/processor-terms-nl.page>.
- 7.6. Subscriber can direct all question related to the protection of Subscriber’s, Agent’s, and Subscriber’s Authorized User’s personal data via our [Privacy Center](#).

8. COMPLIANCE WITH LAWS

- 8.1. Subscriber and Agent warrant that they shall comply with all applicable laws, rules, regulations, directives and guidelines regarding the collection, use and disclosure of personal data, including without limitation the General Data Protection Regulation 2016/679, The Data Protection Act 2018 and any amendments or successors to those laws (“Applicable Privacy Laws”) when processing personal data in relation to the Service.
- 8.2. Subscriber and Agent shall provide all reasonably necessary assistance to LN to enable LN to comply with Applicable Privacy Laws.

9. LEGAL BASIS GROUNDS AND CUSTOMER PURPOSES OF USE

- 9.1. Subscriber and Agent warrant that they shall only process LN Content where it has a lawful ground to do so under Applicable Privacy Laws.
- 9.2. Subscriber and Agent shall only use LN Content in accordance with the license granted in this Agreement and the subscription Agreement and in any event for no purposes other than media monitoring, due diligence, governance risk management, reputation management, information gathering, or compliance with its Know Your Client, anti-bribery & corruption, financial crime, anti-money laundering, counter terrorist financing, modern slavery, or other legal obligations.
- 9.3. Where Subscriber subscribed for any LexisNexis risk and diligence products and services (the “R&D Services”), Subscriber and Agent undertake to use the content on those sites only for own internal legitimate business purposes which shall be limited to the following:
- (a) In the prevention of Financial Crime, including Anti-Money Laundering (“AML”) and Counter Terrorism Financing.
 - (b) In the prevention of Financial Crime, including Anti-Bribery and Corruption (“ABC”).
 - (c) In assessing general business risks, including but not limited to AML, ABC, Fraud and commercial financial risks relevant to the business or its controlling persons.
 - (d) In the process of reconnecting assets with a person.

- (e) In locating an individual not for asset reunification or debtor tracing purposes.
 - (f) Data cleaning or appending against Subscriber's own database for general communication.
 - (g) In assessing the risk of default and provision of a risk based score and/or credit risk attributes of an individual.
 - (h) In the investigation into a known or suspected fraud case to gain further information about an individual.
 - (i) In fraud prevention or to aid with the discovery of fraud.
 - (j) In the identity assurance process for any of Subscriber's new or existing clients.
 - (k) For internal production of analytical models, evaluation of a service or research.
 - (l) For development and testing purposes.
- 9.4. Subscriber and Agent shall not make any decisions about individuals which have a legal or similarly significant effect on them and which are based solely on automated processing of their LN Content and/or information derived from LN Content.
- 9.5. Subscriber and Agent shall not make decisions about individuals based solely on LN Content or Content derived from any third-party social-media websites (such as Twitter, Facebook, etc) ("Third Party Platforms").
- 9.6. Where Subscriber and Agent are licensed to use LN Content for media monitoring or reputation management purposes, Subscriber and Agent shall not use LN Content and/or information derived from such LN Content for such media monitoring or reputation management purposes in a manner which involves targeting or making decisions about individuals on the basis of their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric characteristics, health, sex life, sexual orientation, or criminal convictions and offences or related security measures.

10. MISCELLANEOUS

- 10.1. Nothing in this Agreement shall expand the license terms set forth in the Subscription Agreement.
- 10.2. Subscriber will be billed under the Subscription Agreement based in part upon records provided to LN by Agent. Subscriber acknowledges that any disputes regarding billing for services pursuant to the records provided to LN by Agent shall first be addressed between Subscriber and Agent. Subscriber agrees to work with Agent in good faith to solve any such dispute prior to raising such billing dispute with LN.
- 10.3. This Agreement may not be modified or otherwise revised unless mutually agreed to by the parties in writing.
- 10.4. Except as expressly modified by this Agreement, all other terms and conditions of the Subscription Agreement will remain in full force and effect and unaffected. In the event of a conflict or inconsistencies between the Subscription Agreement and this Agreement, this Agreement will control.
- 10.5. All capitalized terms not defined herein will have the meanings given to them in the Subscription Agreement.
- 10.6. Neither Party will disclose to any third party details of this Agreement or any of the negotiations undertaken in relation to this Agreement without the prior written consent of the other.
- 10.7. LN may terminate this agreement forthwith on notice without compensation if (a) Subscriber or Agent enter into a composition with their creditors, or (b) an order is made for the winding up of Subscriber's or Agent's organisation, or (c) an effective resolution is passed for the winding up of Subscriber's or Agent's organisation (other than the purpose of amalgamation or reconstruction on terms approved by LN), or (d) a receiver, manager, administrative receiver or administrator is appointed in respect of all or any part of Subscriber's and Agent's business or assets.
- 10.8. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been

properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to LN should be sent to your account representative.

- 10.9. The failure of either party or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 10.10. No party may assign any rights or delegate any duties under the subscription to access the LN Content without the prior written consent of the other parties.
- 10.11. This Agreement shall be governed by Dutch law. Place of jurisdiction is Amsterdam.
- 10.12. Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.
- 10.13. This Agreement is subject to acceptance by LN, which acceptance shall be evidenced by signing below or by providing the LN ID to Agent.

Agreed and Accepted by:**Subscriber**

Name: _____

Title: _____

Date: _____

Signature: _____

**LexisNexis Business Information Solutions
B.V.**

Name: _____

Title: _____

Date: _____

Signature: _____

Agent

Name: _____

Title: _____

Date: _____

Signature: _____

Exhibit A**Data Flow Specifications and Technical Environment****Beschrijving proces gebruik Newsdesk-content door ministerie van IenW**

Harro Ranter (IenW); Alex de Landgraaf (Maykin Media) – september 2022

Dit document beschrijft het proces waarmee de eindgebruikers van ministerie van IenW via de intranetsite Newsroom toegang hebben tot Newsdesk-content.

Toegang

Newsroom is een intranetsite van het ministerie van Infrastructuur en Waterstaat. De hosting van deze site wordt gedaan via een Rijks-cloudomgeving.

Middels IP-whitelisting en inlogbeperking op een vaste lijst toegestane maildomeinen worden diensten die buiten de overeenkomst vallen, geweerd van Newsroom.

Deze vaste lijst toegestane maildomeinen en de whitelist van IP-adressen is te allen tijde gelijkgesteld met de lijst met van deelnemende organisaties uit de op dat moment geldende Overeenkomst met het Rijk.

Zo kunnen alleen toegestane gebruikers de hieronder beschreven content raadplegen.

Medewerkers die uit dienst gaan, worden door ICT afgesloten van het netwerk en kunnen Newsroom dan niet meer raadplegen. Ook oude deeplinks naar artikelpagina's op Newsroom zijn dan, bijvoorbeeld vanuit huis of een nieuwe werkomgeving, niet op te vragen. Dit geldt ook voor alle andere niet-geautoriseerde medewerkers omdat die op voorhand geen toegang hebben tot de ICT-omgeving van de in de Overeenkomst genoemde IenW-organisaties.

Uitgangspunten

- IenW gebruikt in Newsdesk één zoekprofiel per specifiek thema
- IenW maakt handmatig binnen Newsdesk een selectie uit de zoekresultaten van de verschillende profielen, en brengt daarbij een kleine subset per profiel (dus niet: het gros van de resultaten) samen in een nieuw, leeg profiel (de "Exportfeed"). Het betreft dus uitsluitend een bloemlezing van enkele links per profiel.

Proces

1	Een Newsroom-redacteur slaat in Newsdesk op basis van de verschillende thema-zoekprofielen de relevante artikelen op in één nieuw, leeg profiel (de "Exportfeed"). De 'Newsroom-redacteur' is een analist van Team Monitoring van de Directie Communicatie.
2	Deze Exportfeed wordt door middel van RSS ingelezen in de backend van Newsroom.

Hierbij worden de velden title, link, description, source url, en pubDate opgeslagen in de database van Newsroom.

Bij het inlezen komt op geen enkel moment (dus ook niet heel kort) de volledige tekst van het artikel in de systemen (inclusief Newsroom) van de derde-leverancier terecht. Noch de platte tekst, noch de PDF's van de artikelen.

De geëxporteerde gegevens betreffen uitsluitend de bovengenoemde velden met de data zoals die gegenereerd is door Newsdesk.

Daarbij is 'description' dus uitsluitend de korte snippet zoals gegenereerd in Newsdesk.

```
<title>Houtrot is de oorzaak van het dodelijk ongeluk aan boord van de klipper Risico, waarbij op 31 augustus een twaalfjarig meisje uit Den Haag om het leven kwam. Dat heeft de Onderzoeksraad voo</title>
<link>
  https://www.newsdesk.lexisnexis.com/click/?p=aHR0eHM6Ly93d3cubmV3c2Rlc2aubGV4aXNuZXhpey5jb20vYXJ0aWwzS800DewNDexODgyMy5odG1aP2NpZD1NVEE0TIRFdyZ1aWQ4
  u-bWYyay5qdXR0ZUJtaW5pZW53Lm5s&cn=TWluaXN0ZXJpZSBWYXV4gVnVya2VlelAmIFhdGVC3RhYXQ&ci=108910&i=470%7C1743&ei=76206&fmi=654521047&e=TGvldXdhci
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<description>
  Houtrot is de oorzaak van het dodelijk ongeluk aan boord van de klipper Risico, waarbij op 31 augustus een twaalfjarig meisje uit Den Haag om het leven kwam. Dat heeft de Onderzoeksraad voo
</description>
<source url="http://www.le.nl">Leeuwarder Courant</source>
<author>Maarten Pennevaard</author>
<pubDate>10 Sep 2022 03:33:03 UT</pubDate>
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  <m:name>LexisNexis Licensed</m:name>
</m:license>
</m:license>
```

3 Gebruikers hebben toegang tot deze gegevens via:

- **De Newsroom intranetsite.**

Op de nieuwspagina en onderwerpspagina's ziet de gebruiker welke artikelen beschikbaar zijn. Hier worden de onder 2) genoemde velden uit de RSS-feed getoond. Voorbeeld:

Luchtvaart
Schiphol
(Zomer)drukte op Schiphol ...

Klachtenregen aan het adres van KLM
 Gedupeerde KLM-reizigers zijn verbolgen over de actie van de luchtvaartmaatschappij zaterdag om tientallen vluchten naar Schiphol te annuleren. Sommige mensen brachten noodgedwongen de nach...
 AD/Algemeen Dagblad - 7 juni 2022 03:17
 [Lees meer](#)

- **De Nieuwssignalering (e-mail)**

Abonnees ontvangen iedere ochtend een gepersonaliseerde Nieuwssignalering met nieuwstitels.

Protest tegen luchthaven is onvermoeibaar
 Het Parool 7 juni 2022 02:40
 Geluidsoverlast, weinig ruimte voor woningen: over Schiphol wordt vaak geklaagd. Dat geldt ook voor de luchthaven van Frankfurt, waar bij protesten in de jaren tachtig zelfs twee agenten werden...
[Lees meer](#)

De 'Lees meer'-linkjes verwijzen naar een pagina op de Newsroom-website. Onderaan de Nieuwssinalering is een copyright statement opgenomen 'Copyright (c) [huidig jaar] LexisNexis ®'

- 4 Wanneer een gebruiker doorklikt op 'Lees meer' uit de situatie zoals beschreven in 3), opent een pagina op Newsroom met de onder 2) genoemde velden uit de RSS-feed getoond. Voorbeeld:



Onderaan wordt via 'Bekijk dit artikel in het systeem van de leverancier.' een link aangeboden naar de originele pagina op Newsdesk.

We gebruiken hiervoor de url die in het veld 'link' in de RSS-feed wordt meegegeven.

Bijvoorbeeld: [https://www.newsdesk.lexisnexis.com/click/?p=aHR0cHM6\[...\]](https://www.newsdesk.lexisnexis.com/click/?p=aHR0cHM6[...])

Op dezelfde pagina is een copyright statement opgenomen 'Copyright (c) [huidig jaar] LexisNexis ®'

Duur

Voor de in 2) genoemde gegevens is geen verlooptijd ingesteld in Newsroom.