



Please read this Order Form and our Contract carefully. Our Contract is comprised of this Order Form, the Product Specific Conditions set out overleaf and the Company's General Terms and Conditions which are available at [www.lbresearch.com/law-business-research-standard-terms-of-business/](http://www.lbresearch.com/law-business-research-standard-terms-of-business/). By executing this Order Form, You accept our Contract on behalf of the person or entity indicated in this Order Form as a legally binding contract with the Company (as identified in the Order Form).

Law Business Research Limited, a company registered in England and Wales under number 03281866 whose registered office is at Holborn Gate, 330 High Holborn, London, England, WC1V 7QT.

## CUSTOMER INFORMATION

### Bill To

Department for Business and Trade  
Old Admiralty Building, Admiralty Place  
London, SW1A 2DY  
United Kingdom

### Ship To

Department for Business and Trade  
Old Admiralty Building, Admiralty Place  
London, SW1A 2DY  
United Kingdom

## BILLING TERMS

Billing Frequency: Annual  
Payment Terms: Due on receipt  
Payment Type: Invoice  
PO Number:

ACCOUNT MANAGER	EMAIL

Product Name	Qty	Start Date	End Date	Net Total
Lexology Pro - In House		21/03/2025	20/03/2026	GBP 15,208.00
TOTAL:				GBP 15,208.00

## SPECIAL INSTRUCTIONS


## SPECIAL TERMS

## OTHER TERMS

  
**Signature:**

  
\_\_\_\_\_**Effective Date:** 4/2/2025

**Name (Print):**

  
\*I confirm that I have read and understood the terms and conditions relating to this Agreement and that I have the authority to sign this Agreement on behalf of the company outlined on this Agreement.

## LAW BUSINESS RESEARCH LIMITED SUBSCRIPTION TERMS AND CONDITIONS

### 1 Definitions and interpretation

The following definitions and rules of interpretation apply in these Law Business Research Limited (LBR) Subscription Terms and Conditions (the "Subscription Terms and Conditions").

#### 1.1 Definitions

"Ask the Experts" means the LBR software tool available for use with certain specified Products that uses artificial intelligence to generate responses based on LBR-owned content (the "Output") to questions input by the user of Ask the Experts (the "Input").

"Authorised User" means those employees or groups outlined in the Order Form who are authorised by You to use the Product.

"Conditions" has the meaning set out in clause 2.

"Further Term" has the meaning set out in clause 3.2.

"Initial Term" means the term set out in the Order Form.

"LBR" means Law Business Research Limited, incorporated and registered in England and Wales with company number 03281866 whose registered office is at 4th Floor Holborn Gate, 330 High Holborn, London, England, WC1V 7QT.

"Lexy" means the LBR software tool available for use with certain specified Products that uses artificial intelligence to extract information from LBR content based on Inputs.

"Minimum Fees Increase" has the meaning set out in clause 4.2.

"Product" means the subscription You purchase from LBR as set out in the Order Form including Lexy and Ask the Experts.

"Start Date" means the date on which Your subscription to the Product shall commence, as set out in the Order Form.

1.2 Any capitalised terms used and not defined in these Subscription Terms and Conditions shall have the meaning given to them in clause 1.1 of the Conditions.

1.3 The rules of interpretation set out in clauses 1.2 to 1.7 of the Conditions shall apply to these Subscription Terms and Conditions.

### 2 Scope of these Subscription Terms and Conditions

If You purchase the Product, these Subscription Terms and Conditions supplement the Law Business Research Standard Terms of Business, a copy of which can be accessed at <https://www.lbresearch.com/law-business-research-standard-terms-of-business/> (the "Conditions").

### 3 Term and termination

3.1 The Contract shall commence on the Start Date and shall continue for the Initial Term, unless terminated in accordance with clause 11 of the Conditions.

3.2 Following the Initial Term, the Contract will automatically renew for successive periods equivalent to the Initial Term (the "Further Term") unless LBR notifies You that the Contract has not been renewed. If the Contract automatically renews in accordance with this clause 3.2, the Contract will continue for the Further Term unless terminated by either party giving 90 days' prior written notice to the other party to expire on or before the commencement date of the Further Term or unless terminated in accordance with clause 11 of the Conditions.

3.3 Upon termination, You and any Authorised Users shall immediately cease use of and access to the Product.

### 4 Fee and payment

4.1 You shall comply with Your payment obligations under clause 3 of the Conditions.

4.2 If LBR agrees to a Further Term in accordance with clause 3.2, the Fees shall increase each year automatically and with immediate effect at a rate which is the greater of: (i) 7.5%; or (ii) the Retail Prices Index (the "Minimum Fees Increase"). If the Fees are set to increase at a higher rate than the Minimum Fees Increase, LBR shall give You not less than 90 days' notice of such change.

### 5 LBR's obligations

5.1 Subject to Your compliance with the terms of the Contract, LBR shall provide and make the Product available to You in accordance with the Contract.

5.2 LBR warrants to You that during the term of the Contract:

- (a) the Product, when used in accordance with the Contract, will not infringe the Intellectual Property Rights of any third party anywhere in the world; and
- (b) the Product will conform to its description as set out in the Order Form.

### 6 Your obligations

6.1 You shall not, and shall ensure that any Authorised User does not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, and except to the extent expressly permitted under the Contract:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame within Your own product, create a mirror product from, republish, download, display, transmit, or distribute all or any part of the Product in any form or media or by any means;
  - (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product;
  - (c) license, sell, rent, lease, transfer, assign, disclose, or otherwise commercially exploit all or any part of the Product;
  - (d) access all or any part of the Product in order to build a product or service or product which competes with the Product;
  - (e) use the Product to provide services to third parties;
  - (f) attempt to obtain, or assist third parties in obtaining, access to the Product; or
  - (g) knowingly introduce viruses, trojans, worms, logic bombs or other materials that are malicious or technologically harmful,
- and any breach of this clause 6.1 will constitute a material breach of the Contract giving LBR the right to terminate the Contract with immediate effect by giving notice to You in accordance with clause 11 of the Conditions.

6.2 You shall indemnify LBR and keep LBR fully indemnified at all times from and against all actions, proceedings, claims, demands, costs (including legal costs), awards, damages however arising directly or indirectly as a result of any breach or non-performance by You of any of Your warranties, undertakings or obligations under these Subscription Terms and Conditions.

## **7 Intellectual Property Rights**

7.1 LBR is the owner or the licensee of all Intellectual Property Rights in the Product, all of which are protected by copyright laws and treaties around the world. All such rights are reserved by LBR and LBR's licensors and You agree that You will not do anything to infringe or prejudice those rights.

7.2 You obtain no ownership rights in the Product or any of the Intellectual Property Rights pursuant to or arising out of the Contract. To enable You to use the Product as intended, LBR grants to You a non-exclusive, non-transferable licence during the term of the Contract to:

- (a) conduct research and maintain and develop current awareness;
  - (b) read, utilise and consume the content and data for Your organisation's internal use;
  - (c) use the content and data in the formulation of internal strategies, policies and procedures; and
  - (d) for any other purposes as may be agreed by the parties from time to time,
- (the "Licence").

7.3 Any failure to comply with the terms of the Licence will constitute a material breach of the Contract giving LBR the right to terminate the Contract with immediate effect by giving notice to You in accordance with clause 11 of the Conditions.

## **8 Authorised Users**

8.1 The Order Form lists the Authorised Users permitted under Your subscription to the Product and You shall ensure that the number of users does not exceed the number of Authorised Users permitted under the Contract.

8.2 To the extent that the number of users using the Product exceeds the number of permitted Authorised Users under the Contract, You shall be liable to LBR for the additional Fees payable in respect of each additional user (at LBR's then current list price).

8.3 LBR grants to You a non-exclusive, non-transferable right, without the right to grant sublicences of the Licence, to permit the Authorised Users to use the Product during the term of the Contract.

8.4 Subject to clause 8.3, each Authorised User must provide LBR with a separate user name in the form of a business email address in order to register an account for the Product, and each Authorised User will access the Product by use of a password.

8.5 It is Your responsibility to ensure that the details of each Authorised User are sent to LBR promptly and to ensure that all Authorised Users request passwords. No refunds or pro rata discounts will be given for any unused Authorised Users or for any account which is not activated due to an error in the Authorised User's details provided.

8.6 Subject to clause 8.3, in relation to the Authorised Users, You undertake that:

- (a) You will not allow or suffer any user account to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Product;
- (b) each Authorised User shall keep a secure password for their use of the Product and that each Authorised User shall keep their password confidential; and
- (c) You shall maintain administrative controls to ensure the security of the passwords and shall immediately notify LBR upon first suspecting or becoming aware of any unauthorised use of a password.

8.7 Where LBR grants You a multi-user Licence to the Product, the parties may set up IP authentication for automatic log-in to the Product by multiple users. You must only submit IP addresses specific to the group of Authorised Users and promptly provide LBR with details of any changes to the IP addresses or group of Authorised Users. LBR shall ensure that only those persons who are part of the group of Authorised Users use the multi-user Licence to access the Product.

## **9 Audit**

9.1 You shall permit LBR to remotely audit the Product no more than once per quarter and where necessary to conduct a physical audit of the Product no more than once per year:

- (a) to ensure that the number of users of the Product does not exceed the number of Authorised Users permitted under the Contract; and
- (b) to verify that You and Your Authorised Users are complying with Your obligations under the Contract and the terms of the Licence.

9.2 Each such audit may be conducted at LBR's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with Your normal conduct of business.

9.3 If any of the audits referred to in clause 9.1 reveal that:

- (a) any individual who is not an Authorised User has accessed the Product, then without prejudice to LBR's other rights, You shall promptly disable such passwords and LBR shall not issue any new passwords to any such individual; or
- (b) the Product is used by personnel who are not Authorised Users, You shall reimburse LBR for any additional Fees payable in accordance with clause 8.2, together with any costs incurred by LBR in carrying out the audit.

9.4 In addition, You acknowledge that the circumstances in clauses 9.3(a) and (b) will constitute a material breach of the Contract giving LBR the right to terminate the Contract with immediate effect by giving notice to You in accordance with clause 11 of the Conditions.

## **10 Access to the Product**

10.1 LBR will use reasonable endeavours to make the Product available to You at all times but does not guarantee that the Product will always be available or uninterrupted.

10.2 Without prejudice to any other right or remedy available to LBR, LBR shall be entitled to:

- (a) suspend, restrict or terminate Your access to the Product; and/or
  - (b) modify any part of the Product for any reason, including maintenance of the Product,
- at any time.

10.3 The Product includes an accessibility option, which converts text to speech. If You experience any difficulty using this accessibility option, please contact LBR at [enquiries@lbresearch.com](mailto:enquiries@lbresearch.com).

## **11 Lexy and Ask the Experts**

11.1 During the term of the Contract, You shall be entitled to use Lexy and Ask the Experts subject to this clause 11.

11.2 LBR shall provide Lexy and Ask the Experts to You 'as is' and You accept that LBR has made or makes no other representations or undertakings regarding the operation and adequacy of Lexy and Ask the Experts, including whether Lexy and Ask the Experts meet your individual requirements. Any warranties, conditions, or terms as to fitness for purpose or satisfactory quality are excluded.

11.3 You understand and agree:

- (a) You must evaluate Outputs for accuracy and appropriateness for Your use case, including using human review as appropriate, before using or sharing Outputs and You shall not rely on Outputs as a sole source of truth or factual information, or as a substitute for professional advice; and
- (b) You must not use any Outputs relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.

11.4 You shall:

- (a) comply with all reasonable instructions of LBR relating to the use of Lexy and Ask the Experts;
- (b) comply with all applicable laws relating to Your use of Lexy and Ask the Experts and shall not use Lexy and Ask the Experts for any unlawful purposes; and
- (c) actively cooperate with LBR to resolve any problems that occur in relation to Your access to or use of Lexy and Ask the Experts including, without limitation, providing any information and assistance which LBR may reasonably require.

11.5 You shall not:

- (a) Access or use Lexy and Ask the Experts, or permit them to be accessed or used, on behalf of any third party or otherwise than in accordance with the terms of the Licence;
- (b) attempt to circumvent or interfere with any security features of Lexy and Ask the Experts;
- (c) use Lexy and Ask the Experts in any way which may damage LBR's reputation.

11.6 You represent and warrant that:

- (a) you have all rights, licences, and permissions needed to provide Inputs to Lexy and Ask the Experts; and
- (b) there will be human oversight of the use of Lexy and Ask the Experts at all times in which it is in use.

11.7 The parties hereby agree that, to the extent necessary and possible, all the present and future Intellectual Property Rights in the Outputs are hereby assigned to LBR, absolutely with full title guarantee and free of any encumbrances or moral rights.

11.8 The parties hereby agree that in relation to the Inputs:

- (a) any and all Intellectual Property Rights arising in the Inputs are retained by You; and
- (b) You grant a royalty-free, worldwide, sub-licensable, non-exclusive licence for LBR to use, copy and otherwise utilise the Inputs as required including, and subject to your prior authorisation, to develop Lexy and the Ask the Experts, for further developing and improving LBR's algorithms and models and to exercise or perform LBR's rights, remedies and obligations under the Contract.

## **12 Permitted use of Product**

Your use of the Product is subject to clause 9 of the Conditions.

## **13 Limitation of liability**

LBR does not make any representations, warranties or guarantees, whether express or implied, that the content and information available via the Product is accurate, up to date or complete.

## **14 Data protection**

LBR shall comply with its data protection obligations under clause 8 of the Conditions.

## **15 Governing law and jurisdiction**

As per clause 21 of the Conditions, the Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) (a "**Dispute**") shall be governed by, and construed in accordance with, the laws of England and Wales, and You and LBR irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.