

ORDER FORM

NAME OF ORGANISATION (including partner names if a partnership)		Competition and Markets Authority ("Customer")		COMPANY NUMBER		n/a	
NUMBER OF PROFESSIONALS IN ORGANISATION		2 (Note: The price of this Agreement depends on this number. It is a condition of this Agreement that you keep us informed at all times of any changes to this number. We reserve the right to increase the Contract Price if there is an increase in the number of Professionals. In the event that your organisation acquires or merges with another organisation we will contact you to discuss your price increase.)					
ACCOUNT INFORMATION							
NAME OF CUSTOMER (SALES) CONTACT		[REDACTED]		JOB TITLE	Legal Service	EMAIL ADDRESS	[REDACTED]
NAME OF CUSTOMER (ADMIN/ON-BOARDING) CONTACT		n/a		JOB TITLE	n/a	EMAIL ADDRESS	n/a
CUSTOMER VAT NUMBER		[REDACTED]		TYPE OF BUSINESS		Regulatory Authority	
INVOICE EMAIL ADDRESS		[REDACTED]		P.O. NUMBER			
DIRECT DEBIT		<input type="checkbox"/> Yes (if Yes, include mandate) <input checked="" type="checkbox"/> No					
INVOICE ADDRESS				DELIVERY ADDRESS (IF DIFFERENT)			
The Cabot, 25 Cabot Square, Canary Wharf							
CITY		LONDON		CITY			
POST CODE		E14 4QZ		POST CODE			
COUNTY/COUNTRY		UK		COUNTY/COUNTRY			
TELEPHONE		[REDACTED]		TELEPHONE			
ONLINE SERVICES TO BE PROVIDED							
DESCRIPTION OF SERVICES	PRODUCT CODE	TERM OF CONTRACT*	PRICE YEAR 1	PRICE YEAR 2	PRICE YEAR 3	PRICE YEAR 4	PRICE YEAR 5
			£	£	£	£	£
			£	£	£	£	£
Law360 UK 4 Sections	L360UK &	2 Years ONLY	[REDACTED]	£	£n/a	£n/a	£n/a
and Law360 US	L360US	31st July 2024	£	£	£	£	£
		to	£	£	£	£	£
		30th July 2026	£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
			£	£	£	£	£
Total Annual Price (ex. VAT)		[REDACTED]					
Total Annual Price (year 2 – if applicable)		[REDACTED]					
Total Annual Price (year 3 – if applicable)		£n/a					

ORDER FORM

Total Annual Price (year 4 – if applicable)	£n/a
Total Annual Price (year 5 – if applicable)	£n/a
*(years from date that access to the Online Services is made available by us)	
Please include customers IP ranges for any menus containing international legal content: n/a	
MLEX® AND LAW360 ADDITIONAL REQUIREMENTS	
Number of Users of MLEX® and/or Law360:	2
Location(s) of MLEX® and/or Law360 users:	UK
Department(s) of MLEX® and/or Law360 users: Know-How Team, Press Office CASELEX®	
ADDITIONAL REQUIREMENTS	
Location(s) of CASELEX® users:	n/a
Department(s) of CASELEX® users:	n/a
(Note: The price of MLEX depends on the number of MLEX® Users. It is a condition of this Agreement that you keep us informed at all times of any changes to this number. We reserve the right to increase the Contract Price if there is an increase in the number of Users.)	
BOOKS AND CD PRODUCTS	
TITLE) OF PRODUCT	PRICE
PRODUCT	IF "PAY AS YOU GO" DESCRIPTION (OR
CODE	CHECK BOX BELOW
	£ <input type="checkbox"/>
	£ <input type="checkbox"/>
Not applicable	£n/a <input type="checkbox"/>
	£ <input type="checkbox"/>
	£ <input type="checkbox"/>
	£ <input type="checkbox"/>
	£ <input type="checkbox"/>
	£ <input type="checkbox"/>
Total Book or CD Price	£n/a
CUSTOMER AGREEMENT	
<p>The Customer's order for online services is subject to acceptance by LexisNexis which will be evidenced by the issuance of ID numbers and passwords to the Customer.</p> <p>This Agreement shall continue until it expires or is terminated in accordance with the General Terms and Conditions.</p> <p>In the event that the Customer is exempt from VAT, the Customer shall notify LexisNexis in writing immediately and provide such evidence as is satisfactory to LexisNexis of such status.</p> <p>If a purchase order is required by the Customer, any purchase order number must be immediately provided in writing to LexisNexis. Any delay or failure to do so shall have no effect on the right of LexisNexis to payment for any and all services and/or materials supplied (whether wholly or in part).</p> <p>Payment of all invoices shall be made by the Customer within 30 days of the date of invoice.</p> <p>The Customer's order is subject to the General Terms and Conditions attached to this Agreement, including any terms on our website that are i</p>	
SIGNATURE	
DATE OF SIGNATURE	26- Jul-24
PRINT NAME & JOB	
TITLE OF SIGNATORY	
PLEASE NOTE: Signature above signifies acceptance of this Agreement including the attached General Terms and Conditions, together with any additional terms and conditions published in relation to the products or services you have ordered, and any terms on our website that are incorporated by reference (as may be updated from time to time).	
LEXISNEXIS INTERNAL USE	
Order Number	Order Date
Purchase Order Number	Account Number
Contact No. <input type="checkbox"/>	Delivery ID <input checked="" type="checkbox"/>
Area Manager	Platinum A/C
SALES INFORMATION	
Sales Rep Name	

ORDER FORM

The Customer should note that the prices in their Order Form are available for acceptance at any date prior to Monday 29th July 2024. These prices shall be considered withdrawn if this Order Form is not signed by an authorised signatory of the Customer and in the possession of LexisNexis prior to that date.

GENERAL TERMS AND CONDITIONS

(Global Platform) For Use of the LexisNexis Services

This agreement is between RELX (UK) Limited (company number 2746621) trading as LexisNexis ("we", "us" or "our") and the Customer named on the Order Form ("you", "Customer"). The following terms and conditions ("General Terms") govern your use of the online services supplied by us as set out in the Order Form (the "Online Services") and the materials and content available therein ("Materials"). These General Terms, together with the Order Form and Additional Terms (as defined below) shall be referred to as the "Agreement".

1. LICENCE; RESTRICTIONS ON USE

- 1.1. Subject to any Additional Terms, you are granted a nonexclusive, non-transferable, limited licence to access and use the Online Services and Materials for the purposes only of: (i) research or study, (ii) providing professional services to your clients, and (iii) providing academic services to students. This licence is a licence for your **Professionals** as indicated on the Order Form above and those of your employees and support personnel ("**Users**") to use the Online Services and the Materials only in the manner set out in this clause 1.
- ("Fee Earners") means any User with a practicing certificate issued by the appropriate governing body.** You are entitled to a total number of Users equal to the number of **Professionals** set out on the Order Form. Notwithstanding the above, for MLEX® you are entitled to the number of Users as set out on the Order Form.
- 1.2. Subject to clauses 1.3, 1.4 and 4, You may:
- (a) electronically display Materials retrieved from the Online Services to Users and nothing in these General Terms shall prevent more than one User from displaying the Materials at the same time;
 - (b) search and view the Materials for your own research purposes;
 - (c) obtain a printout of a limited and reasonable portion of the Materials obtained by using the printing commands of the Online Services (the, "**Authorised Printouts**");
 - (d) make copies of Authorised Printouts and distribute Authorised Printouts and copies to Users or those contemplated at clause 1.1 above; and
 - (e) retrieve and store a machine-readable copy of a limited and reasonable portion of the Materials in any individual part of the Online Services using the downloading commands of the Online Services, provided that the storage of that copy shall be for no more than 90 days and shall be primarily for one User's exclusive use. Insubstantial electronic copies of the Materials may be stored beyond the time restriction referred to in this clause only where: (i) the Materials have been incorporated into advice provided to a specific client in respect of a specific matter; and/or (ii) the Material is required to be kept for some legal, regulatory or evidential requirement. This clause is subject to an overriding obligation upon you and your Users not to create an independently held and/or searchable database of the Materials.
- 1.3. You must not:
- (a) store, distribute or transmit any content through the Online Services that is unlawful, dishonest, fraudulent, libellous, harmful, aggressive, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, or discrimination based on gender, colour, race, religious belief, sexual orientation, disability, or any other illegal activities; or breaches any laws, statute, regulations standards, or codes of practice of any relevant authority;
 - (b) attempt to disassemble, reverse engineer or reverse compile, or otherwise reduce to human-perceivable form any of the Online Services or any database related to the Online Services;
 - (c) use the Online Services or Materials in any fashion that infringes our or our licensors' copyright or proprietary interests; or
 - (d) remove or obscure any copyright notice or other notices contained in Materials.

- 1.4. For further clarity, the Online Services and/or the Materials shall NOT be used for training large language or other artificial intelligence/machine learning models ("**AI**").
- 1.5. Except as specifically provided in clauses 1.1 and 1.2, you are otherwise prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, or using Materials. You may not print or download Materials without using the printing or downloading commands of the Online Services. All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Online Services is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.
- 1.6. All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to us or our third party suppliers. You acquire no ownership of copyright or other intellectual property rights or proprietary interest in the Online Services or Materials.
- 1.7. All use of the Materials and production of Authorised Printouts is subject to a fair usage policy. If, during any 90 day period you produce printouts (including Authorised Printouts) of Materials which represent greater than 10% of those Materials which you are authorised to access, we reserve the right to make an additional pro-rata charge based on your then current annual contract cost.
- 1.8. Some of the Online Services utilise AI algorithms and technologies, including generative AI, to provide various features, including content creation such as draft emails, contract clauses, summaries or other legal documents. LN may provide responsive search results based on natural language queries or prompts that Authorised Users provide while using the Online Services. AI systems may not always be accurate or error free, which means Authorised Users are responsible for verifying and cross-referencing any information provided in the Online Services. AI is not a substitute for professional advice, including legal, medical, financial, or any other specialised advice.
- 1.9. The output of the portion of the Online Services powered by or utilizing the generative AI capabilities in the Online Services may include components protected by copyright and/or other intellectual property right (e.g. cases and other materials cited or referenced), while other components may not be copyrightable in the current regulatory environment. However, the Online Services and the Materials remain subject to these General Terms.
- 1.10. "Customer Documents" means files that you or any of your Authorised Users upload to the Online Services but does not include PSL Customer Materials which are subject to the terms and conditions set out in clause 3. Customer hereby represents and warrants that Customer Documents do not violate any law or infringe

any rights of any third party, including but not limited to intellectual property rights. LN does not take any ownership rights in Customer Documents. Customer Documents will be processed in a non-persistent state and will be secured in transit. Customer Documents are purged automatically from the system at the end of a user session or period of inactivity, whichever occurs first.

2. ACCESS TO SERVICES

- 2.1. Only the Users shall be entitled to access and use the Online Services and Materials.
- 2.2. Each User may only use five devices to access the Online Services and Materials.
- 2.3. Except for use incidental to occasional, short-term travel, you may not use an identification number to access the Online Services from outside the country for which it was issued.
- 2.4. You may be restricted from accessing certain Materials otherwise available in the Online Services.
- 2.5. Aspects of the Materials and features of the Online Services may be added to or withdrawn from time to time and the Online Services otherwise changed without notice. To the extent any such change is materially adverse to the quality of service you receive, you may terminate this Agreement on no less than 30 days' prior written notice by email to cancellationrequest@lexisnexis.co.uk, such notice to be served no later than 30 days after any such change. In such circumstances, we will refund you for any Fees paid in advance on a pro-rate basis for the time remaining in the Term and your proportionate use of the removed or changed Materials or features (as against the other Material and features you have access to). Continued use of the Online Services following any change constitutes acceptance of the change.
- 2.6. You must ensure that each person having access to the Online Services and Materials:
 - (a) is a User; and
 - (b) is using those Online Services and Materials only in accordance with these General Terms and the Additional Terms, and you will be liable for their acts and omissions at all times.
- 2.7. Any password / ID number issued by us to a User is personal and confidential to that User. If we suspect that any password / ID is being used by anyone other than an User or a different User to the person to whom it was issued, that password / ID may be cancelled at our absolute discretion and no refund shall be given.

3. TERMS APPLICABLE TO PSL AND LEXIS+® UK USERS

- 3.1. In relation to your use of PSL, you may, in addition to other rights granted under these General Terms:
 - (a) copy, revise, customise and use the applicable Materials for the purposes of any matter on which you are advising; and
 - (b) make available to clients, potential clients and others copies of the applicable Materials (other than answers to queries, see clause 3.3) on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting us (and third parties where such material is attributed to them).
- 3.2. You must not provide us with any confidential information which might: (i) identify the parties involved in a particular matter or identify a dispute; or (ii) breach any legal or professional duty.
- 3.3. If we answer a query raised by you through our LexisAsk service (or otherwise), you shall not provide this or any answer supplied by us to you to any client or other third party or permit any client or other third party to be aware of or rely upon our provision of such an answer. You must consider all answers using your professional skills, and where used by you, you will do so at your own risk.
- 3.4. You recognise and accept that we may give answers to the same or similar queries asked by any of our

customers and that any conflict which might arise between customers is waived.

3.5. You recognize and accept that:

- (a) we do not undertake any obligation to consider whether the information provided to or by us for the purpose of our Materials (including answering a query) is either sufficient, up to date or appropriate for any particular or actual circumstances; and
 - (b) we are not a law firm; we do not represent or advise clients in any matter and are not bound by the professional responsibilities and duties of practising lawyers. Nothing in the Online Services, or the Materials nor any receipt or use of the Online Services, shall be construed or relied on as advertising or soliciting to provide any legal services, creating any solicitor-client relationship or providing any legal representation, advice or opinion whatsoever on behalf of us or our staff.
- 3.6. Where, as a result of the use of the Online Services comprising PSL and Lexis+®, you upload, store or post any content, whether by the adaptation or amendments of our Materials or otherwise (the "**PSL Customer Materials**"), you hereby grant to us a nonexclusive, non-transferable licence to incorporate the PSL Customer Materials into the Online Services and Materials from your use and the use of any other customers/ Users.
- 3.7. You shall indemnify and keep us indemnified on demand against any loss, injury, claim, liability, or damage of any kind that we suffer or incur as a result of any infringement of a third party's intellectual property rights by the PSL Customer Materials.
- 3.8. We have no obligation to provide the PSL Customer Materials to you or your Users after the termination of this Agreement.

4. TERMS APPLICABLE TO NEXIS CASELEX MLEX® Law360®

- 4.1. In respect of Materials comprised of Nexis content ("Nexis Materials") notwithstanding anything else stated in this Agreement you may only share Nexis content with Users.
- 4.2. Additionally, You may not use the Nexis Materials to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. This clause applies only to (1) services where the subject is a United States consumer, resident, or citizen and (2) services that are offered in the United States.
- 4.3. We are the sole owners of all Intellectual Property Rights (including for the avoidance of any database rights) in and to the Materials. The parties acknowledge that the Official Publications are owned by third parties (as it consists of public statements and content). While the Supplier will use its reasonable endeavours to ensure that the Official Publications included in the Service are accurate, it does not guarantee the accuracy, quality or completeness of the Official Publications and the Supplier accepts no liability in relation to the Official Publications whatsoever or for any reliance on them.
- 4.4. In respect of MLEX® content you will not, and you will procure that the Users will not, forward or impart the MLEX content to any journalist, news or media organisation or to any other individual employed by or independently contracted to any news or media organisation, in whole or in part in any way.
- 4.5. In respect of Materials comprised of Law360® content ("Law360 Materials") and the Nexis Materials (together the "Restricted Materials"), you shall not engage in any Mass Distribution (as defined below) without the express prior written consent of us; unauthorized Mass Distribution by you shall be immediate grounds for suspension of your account and/or termination of your access to the Law360 or Nexis services. "Mass Distribution" means (i) the use, publication or inclusion of any Restricted Materials (in whole or in part) obtained through use of the Online Services in (x) any press releases, blog postings, newsletters, articles, bulletin boards, or any other publicly accessible

publications or (y) any communication by any User (including, without limitation, via email or facsimile) containing specific content of the Restricted Materials (subject to clause 4.6) (ii) configuring or automating email (or other) alert functionality on behalf of any non-User or distributing the content of any Restricted Materials to any non-User, (iii) utilizing or distributing any Restricted Materials for marketing and/or promotional purposes or otherwise establishing or allowing establishment of the Law360 or Nexis services as a service bureau for any third party or (iv) otherwise using the Restricted Materials or services in any manner that (x) replicates, or seeks to replicate, in whole or in part, the Restricted Materials or the Lexis360 or Nexis services; or (y) undermines the ability of us, as determined in our sole discretion, to market or sell any of our services, including the Online Services, to any third party.

4.6. Subject to clause 4.7, and without prejudice to clause 4.5(i)(y), you may distribute specific content within the Law360 Materials to non-Users provided you do not send to ten (10) or more individuals. If you wish to distribute particular Law360 Materials to more than ten (10) individuals outside of your organization, please contact your account manager.

4.7. Any distribution of Law360® Materials permitted hereunder must comply with clause 1.3(d) hereof. Subject to clause 4.5 and 4.6, you shall have the limited right to use or excerpt portions of Law360 Materials so long as all such content is properly attributed to us. Any copyright notice appended by you to distributed content of the Law360 Materials should be in a form substantially similar to the following: "Copyright [Current Year] Portfolio Media, Inc."

4.8. You acknowledge and agree that we may, in our sole discretion, opt to not publish or otherwise make available the Law360® services, either in whole or in part, on any United States holiday or on any court holiday. We may, in our sole discretion, determine to change, add, or remove publication holidays hereunder.

5. ADDITIONAL TERMS

5.1. Certain Materials and Online Services will be subject to supplemental terms and conditions published online, on a CD or within a publication or product, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms.

5.2. In the event of any conflict between these General Terms and the Additional Terms, the Additional Terms will prevail.

6. LIMITED WARRANTY

6.1. We warrant that we have the right and authority to make the Online Services and Materials available pursuant to these General Terms.

6.2. EXCEPT AS OTHERWISE PROVIDED IN CLAUSE 6.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND WE MAKE NO EXPRESS WARRANTIES UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THAT THE ONLINE SERVICES AND MATERIALS ARE OR WILL BE COMPLETE OR FREE FROM ERRORS OR THAT INFORMATION WILL CONTINUE TO BE AVAILABLE TO US TO ENABLE US TO KEEP THE ONLINE SERVICES AND MATERIALS UP-TO-DATE.

7. LIMITATION OF LIABILITY

7.1. To the maximum extent permitted by law, 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 Online Services or any Materials available or not included therein;
- (b) the unavailability or interruption to the supply of the Online Services or any features thereof or any Materials;
- (c) your use or misuse of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using or misusing the Online Services);

- (d) your use of any equipment in connection with the Online Services;
- (e) the content of Materials;
- (f) any delay or failure in performance beyond the reasonable control of a Covered Party; or
- (g) any negligence of a Covered Party or its employees, contractors or agents in connection with the performance of our obligations under this Agreement.

7.2. "Covered Party" means:

- (a) us, our affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of us or our 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.

7.3. Our liability to you for breach of any condition or warranty implied under any law which cannot be lawfully modified or excluded by this Agreement shall, to the extent permitted by law, be limited at our option to supplying the Online Services or Materials again or paying for their re-supply. Nothing in this Agreement is intended to exclude liability for death or personal injury resulting from any negligence by us or for fraud.

7.4. Our liability to you for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that you caused or contributed to that loss or damage.

7.5. SUBJECT TO CLAUSE 7.3 AND CLAUSE 7.6, THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

7.6. SUBJECT TO CLAUSE 7.3, THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL,

OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

7.7. The Materials are provided for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgement or to provide legal advice with respect to particular circumstances.

7.8. Whilst reasonable efforts are made to keep the Materials up to date, you should obtain independent verification or advice before relying upon any piece of information.

8. TERMINATION

8.1. This Agreement is for the number of years from the date that access to the Online Services is made available by us or delivery of the first CD, as appropriate, which is stated in the Order Form (the "Term").

8.2. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions of this Agreement may be changed by us immediately upon notice. Your subscription for access to the Online Services may be terminated by you immediately upon notice to us if any change, excluding changes to charges that are in accordance with clause

8.1. is unacceptable, by email to cancellationrequest@lexisnexis.co.uk. Continued use of the Online Services following any change constitutes acceptance of the change.

8.3. We may terminate this Agreement by giving at least 60 days' notice. Our only obligation in this event shall be the pro rata refund of any charges paid in advance for the remaining Term.

8.4. We may suspend providing the Online Services to you without notice and pursue any other remedy legally available to us (including enforcing payment of charges) if you fail to comply with any of your obligations in this Agreement (including payment obligations) and will seek our legal costs and other expenses incurred from you. For the avoidance of doubt, this shall include recovery of any legal costs and expenses incurred as a result of any small claims. Without prejudice to the foregoing, if you fail to pay any sum properly due hereunder, we reserve the right to seek enforcement of the full contract sum.

8.5. We may terminate this Agreement with immediate effect if you are in material breach of this Agreement or if a resolution for winding up is passed by you, or a court order is made for your winding up or a petition is presented for your winding up, an encumbrancer takes possession or a receiver is appointed over any of your property or assets, if you make any voluntary arrangement with your creditors or become subject to an administration order, go into liquidation or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to you or if you cease, or threaten to cease, to carry on business in which case (and without prejudice to any other rights we may have) you will not be entitled to any refund of any charges paid in advance and any charges due shall become payable immediately.

9. PERSONAL DATA PROTECTION AND ANALYTICS

9.1. You are responsible for the legality of the personal data that you or Users provide to LN. To the extent that you or Users provide personal data to LN for account registration or otherwise, the parties acknowledge and agree that such information will be processed by LN in accordance with the data protection laws, the LexisNexis Privacy Policy at

<https://www.lexisnexis.com/global/privacy/privacy-policy.page>

and the LexisNexis Data Processing Addendum at <https://www.lexisnexis.com/global/privacy/processingterms.page> ("DPA"). Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

9.2. On request we will provide you with data and analysis of Users' usage of the Online Services and Materials ("Analytics"). Analytics data will clearly identify individual Users and will detail their activity (including but not limited to documents and content accessed, printed, emailed, downloaded, searched). We will provide the Analytics to you on the strict condition that:

- you will not use it for any purpose other than supporting internal decision making processes, policing use of the Online Services and Materials; product adoption activities carried out with us; and assessing levels of use;
- the Analytics data is not to be shared with any third parties without our prior written consent;
- you are solely responsible for providing any required notices and obtaining any required consents and authorisations of the Users to all use of the Analytics data;
- you shall indemnify us and our affiliates on demand from and against any loss, liability, damages, claims, fines, penalties, costs and expenses incurred as a result of any third party claim against us arising out of or in connection with any failure by you to comply with the provisions set out in this clause 9.

9.3. You will immediately stop using and delete all Analytics on termination or expiry of this Agreement or otherwise at our direction.

10. TRANSPARENCY

10.1. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the

FOIA, the content of this Agreement (including, but not limited to, any documents subsequently developed to monitor delivery and performance of this Agreement) is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

10.2. Notwithstanding any other term of this Agreement, LN hereby gives their consent for the Customer to publish this Agreement (and any documents subsequently produced by either Party as part of management of this Agreement – including, but not limited to, performance against key performance indicators and plans to rectify the same etc.) in their entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to this Agreement, to the general public.

10.3. The Customer may consult with LN to inform its decision regarding any redactions that may be required to keep information which is exempt from disclosure under the FOIA from being disclosed but the Customer shall have the final decision in its absolute discretion. LN shall assist and cooperate with the Customer to enable the Customer to publish this Agreement.

10.4. LN agrees not to disclose the identity of the Customer as a client of LN, nor to use the Customer's name nor refer to the Customer directly or indirectly in any advertisement or other publication without receiving the Customer's prior written approval for such use or reference and to the form and context in which the reference to the Customer is to appear. LN shall abide by any conditions or limitations imposed by the Customer in such approval, if given.

10.5. LN further agrees not to disclose the existence of this Agreement, or the nature of the relationship established by this Agreement.

11. FREEDOM OF INFORMATION

11.1. In this Clause: 'Information' has the meaning ascribed to it in section 84 of the FOIA; and 'Request for Information' has the meaning ascribed to it in section 8 of the FOIA, or any apparent request for information under the FOIA or EIR.

11.2. LN acknowledges that the Customer is subject to the requirements of the Code of Practice on Government Information, Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with the Customer, to enable the Customer to comply with its Information disclosure obligations.

11.3. LN shall (and shall procure that its Sub-contractors shall):

- transfer any Request for Information to the Customer as soon as practicable after receipt and in any event within 2 Working Days;
- provide the Customer with a copy of all Information in its possession or power in the form that the Customer requires within 5 Working Days (or such other period as the Customer may specify) of the Customer requesting that Information; and
- provide all necessary assistance as reasonably requested by the Customer to enable it to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

11.4. The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or, any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the EIR.

11.5. In no event shall LN respond directly to a Request for Information unless expressly authorised to do so in writing by the Customer.

11.6. LN acknowledges that (notwithstanding the provisions of this Clause 27) the Customer may, acting in accordance with the Department of Constitutional

Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA (the "Code"), be obliged under the FOIA or the EIR to disclose Information concerning LN or the Services:

- (a) in certain circumstances without consulting LN; or
- (b) following consultation with LN and having taken their views into account;

provided always that where Clause 27.6.2 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give LN advanced notice, or failing that, to draw the disclosure to LN's attention after any such disclosure.

11.7. LN shall ensure that all Information produced during the Term of this Agreement or relating to this Agreement is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.

11.8. LN acknowledges that any lists or schedules provided by it outlining Information it deems confidential or commercially sensitive are of indicative value only and that the Customer may nevertheless be obliged to disclose Information which LN considers confidential in accordance with Clauses 27.4 and 27.6.

PUBLICITY

12.1. The service provider agrees not to disclose the identity of Customer as a client of the service provider, nor to use the

Customer's name nor refer to the Customer directly or indirectly in any advertisement or other publication without receiving the Customer's prior written approval for such use or reference and to the form and context in which the reference to the Customer is to appear.

12.2. The service provider shall abide by any conditions or limitations imposed by the Customer in such approval, if given.

12.3.3. The service provider further agrees not to disclose the existence of this contract, or the nature of the relationship established by this contract.

13. MISCELLANEOUS

13.1. You will not disclose to any third party details of this Agreement or any of the negotiations undertaken in relation to this Agreement without our prior written consent.

13.2. Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Online Services. Notices to you shall be deemed to have been properly given on the date posted, if posted; 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 us should be sent to your account representative with a copy sent to the Head of UK Legal at our main London office address set out on our company website.

13.3. 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.

13.4. The failure of us or any third party supplier of Materials to enforce any provision hereof of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

13.5. You may not assign, or sub-licence, this Agreement or any rights or obligations hereunder, directly or indirectly, without our prior written consent. We may assign this Agreement to any successor to all or substantially all of our business or assets that relate to the subject matter of this Agreement whether by asset or stock acquisition, merger, consolidation or otherwise.

13.6. Subject to clause 10.5, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

13.7. If any provision, or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent under applicable law by a court or other government entity of competent jurisdiction, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to effect the intent of the parties, and the remaining provisions of this Agreement shall remain in full force and effect.

13.8. Non-performance of either party shall be excused to the extent that performance is rendered impossible where failure to perform is a result of actions, omissions or circumstances beyond the reasonable control of the non-performing party.

13.9. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that you may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure by us to object to such terms, provisions or conditions.

13.10. Other than as detailed in clause 10.3, this Agreement does not confer any rights on any person or party (other than the parties to this Agreement) under the Contracts (Rights of Third Parties) Act 1999.

13.11. Where you are provided with access to materials for free no obligation to continue to provide such material is accepted by us and you have no right to receive the material. Such material may be withdrawn at any time without notice.

13.12. All payments made by you under this Agreement will be made in full without any set-off or counterclaim and free from any deduction or withholding (save as is required by law).

13.13. This Agreement, including terms on our website that are incorporated by reference (as may be updated from time to time) contains the entire agreement between the parties relating to the provision and use of the Online Services and the Materials and it supersedes any prior agreements, representations or understandings between the parties (whether oral or in writing) unless expressly incorporated by reference in this Agreement. Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

13.14. You represent and warrant on an ongoing basis that you and the Users (a) are not Sanctioned Parties (as defined below); (b) will not provide access to the Online Services and Materials to any Sanctioned Party; (c) will not access the Online Services and Materials from a country subject to Sanctions List (as defined below) and/or applicable embargoes; and (d) will not use any Sanctioned Party in any manner in connection with this Agreement. Breach of this clause shall entitle LexisNexis to terminate immediately on written notice, without prejudice to any other rights available by law or contract. "Sanctions List" means each of (a) OFAC's list of Specially Designated Nationals ("SDN List"); (b) the UK's HM Treasury's Consolidated List of Sanctions Targets; (c) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions; (d) BIS's Entity List; or (e) any other application sanctions lists. "Sanctioned Party" means any person (entity or individual) who is subject to sanctions or export controls imposed by the United States, United Kingdom, European Union or other applicable authority, including, but not limited to any person (a) identified on any Sanctions List; or (b) who is 50 percent or more owned, directly or indirectly, individually or in the aggregate, or otherwise controlled, by any person identified in (a).

13.15. This Agreement, (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claims or disputes which may

arise under or in connection with this Agreement (including any non-contractual claims or disputes).

Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

***Please send completed form via below

email address:

[Redacted]

Service user number

■	■	■	■	■	■
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Reference

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Name(s) of account holder(s)

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Instruction to your bank or building society

Please pay LexisNexis UK Direct Debits from the account detailed in

Bank/building society account number

this Instruction

subject to the safeguards assured by the Direct

Debit

Guarantee. I understand that this Instruction may remain with LexisNexis UK

and, if so, details will be passed electronically to

my bank/building society.

Branch sort code

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Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Signature(s)

--

Date

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Banks and building societies may not accept Direct Debit Instructions for some types of account This

guarantee should be detached and retained by the payer.

[Redacted]

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
 - If there are any changes to the amount, date or frequency of your Direct Debit LexisNexis UK will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request LexisNexis UK to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
 - If an error is made in the payment of your Direct Debit, by LexisNexis UK or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when LexisNexis UK asks you to
- ☐ You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.