



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/. 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 [REDACTED] whose registered office is at [REDACTED]

CUSTOMER INFORMATION

Bill To

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

Ship To

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

BILLING TERMS

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

ACCOUNT MANAGER	EMAIL
[REDACTED]	[REDACTED]

Product Name	Qty	Start Date	End Date	Net Total
Lexology Pro - In House	[REDACTED]	21/03/2024	20/03/2025	GBP 13,225.00
TOTAL:				GBP 13,225.00

SPECIAL INSTRUCTIONS

SPECIAL TERMS

Signature: _____

Date: 8/3/2024

[REDACTED]

[REDACTED]

Name (Print): [REDACTED]

*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.

PRODUCT SPECIFIC CONDITIONS

1. Definitions and Interpretation

In these Product Specific Conditions, the following definitions apply:

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

"Duration" means the term set out in the Order Form.

"Further Term" has the meaning given to it in clause 2.

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

2. Term and Termination: The Contract shall commence on the Start Date and, unless terminated earlier in accordance with the Contract, will continue for the Duration. Unless agreed otherwise in writing or detailed in any offer or promotion sent at the same time as You signing the Order Form, on expiry of the Duration, the Contract shall automatically continue for further consecutive periods of 12 months (each, a **"Further Term"**), unless either party has given the other party notice in accordance with this clause or unless the Contract is terminated earlier in accordance with its terms. The Contract shall terminate at the end of the Duration or at the end of the then Further Term if either party has given the other party one month's notice to terminate the Contract, such notice to expire either upon the end of the Duration or the end of the then Further Term (as the case may be). Upon termination, You shall and shall ensure that each Authorised User shall, immediately cease use of and access to the Product.

3. Provision of the Product: With effect from the Start Date, the Company shall provide and make the Product available to You in accordance with the provisions of this Contract. Where the subscription includes the provision of a printed version of the Product, the Company shall send to You, the number of Products You have ordered subject to the terms of Your subscription, at the intervals determined by the terms of Your subscription.

4. Suspension: Without prejudice to any other right or remedy available to the Company, the Company shall be entitled to suspend Your access to the Product and/or suspend delivery of the Product, if You fail to pay any Fee due to the Company by the due date for payment and the amount remains outstanding 14 days after the due date for payment. Access to the Product and/or delivery of the Product may be resumed in the Company's sole discretion following payment of all outstanding Fees.

5. Warranties: The Company warrants to You that during the term of the Contract:

- the Product, when used in accordance with the Contract, will not infringe the Intellectual Property Rights of any third party in the United Kingdom;
 - the Product will conform in all material respects to its description;
 - the Product will be free from material defects; and
 - the Product will be supplied with reasonable care and skill.
- While the Company has procured the content and information which is available through the Product in good faith and in the belief that it is useful, the Company does not make any representations, warranties or guarantees, whether express or implied, that the content and information on it is accurate, up to date or complete.

6. Intellectual Property Rights: The legal and beneficial interest in all Intellectual Property Rights relating to the Product belong to the Company, its affiliates or its licensors, as the case may be, at all times. You obtain no ownership rights in the Product or any of the Intellectual Property Rights pursuant to or arising out of the Contract. So that You can use the Product as intended, we grant to You a non-exclusive, non-transferable licence during the term of the Contract to do such acts and things as would otherwise be prohibited by copyright law but which are necessary to enable You to access and view the content available to You through the Product in the manner in which the Product and Your subscription (as applicable) permits. All of the Company's other rights, and those of our licensors, are reserved.

7. Your Obligations: You shall not and 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:

- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Product (as applicable) in any form or media or by any means; or
- attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product; or
- access all or any part of the Product in order to build a product or service or product which competes with the Product; or
- use the Product to provide services to third parties; or
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Product, or
- attempt to obtain, or assist third parties in obtaining, access to the Product; or
- knowingly introduce viruses, trojans, worms, logic bombs or other materials that are malicious or technologically harmful; or
- make or retain copies (other than temporary copies created for technical reasons in the course of Your permitted use of the Product, such as files stored in a browser cache) of all or any part of the content available through the Product, nor distribute it or any part of it to any other person.
- to make available, copy, reproduce, retransmit, disseminate, sell, licence, distribute, publish, broadcast or otherwise circulate the Product (or any part of it) to any person other than in accordance with the Contract; or
- distribute or display any of the Product on any electronic network.

Where print publications form part of Your subscription the Authorised User shall provide the Company with a delivery address in a timely manner and the Company shall have no liability to You for failure to do so. Replacements must be requested within 6 months of the Publication being sent to You.

8. Authorised Users: 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. 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 the Company for the additional Fees payable in respect of

each additional user (at the Company's then current list price). The Company grants to You a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Product during the term of the Contract. Subject to this clause, each Authorised User must provide the Company with a separate user name in the form of a business email address in order to register an account for the Product, and will access the Product by use of a password. It is Your responsibility to ensure that the details of each Authorised User are sent to the Company 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. Subject to this clause, in relation to the Authorised Users, You undertake that:

- 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;
 - each Authorised User shall keep a secure password for his use of the Product and that each Authorised User shall keep his password confidential; and
 - You shall maintain administrative controls to ensure the security of the passwords and shall immediately notify the Company upon first suspecting or becoming aware of any unauthorised use of a password.
- Where the Company 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 the Company with details of any changes to the IP addresses or group of Authorised Users. The Company 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. Access to the Product: The Company may suspend, restrict or terminate access to the Product or modify any part of the Product for any reason, including maintenance of the Product, at any time. The Company shall use reasonable endeavours to ensure as little disruption to You as reasonably practicable and give You reasonable notice of any suspension or withdrawal. The Company 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. Audit: You shall permit the Company or the Company's designated auditor to audit the Product in order to establish the name and password of each Authorised User and to audit compliance with the Contract. Each such audit may be conducted no more than once per calendar year, at the Company'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; and if any of the audits referred to in clause 10.1 reveal that:

- any password has been provided to any individual who is not an Authorised User, then without prejudice to the Company's other rights, You shall promptly disable such passwords and the Company shall not issue any new passwords to any such individual; or
- the Product is used by personnel who are not Authorised Users, You shall reimburse the Company for any underpaid Fees (at the Company's then current list price), together with any costs incurred by the Company in carrying out the audit. In addition, You acknowledge that in such circumstances the Company's reserves the right, at its discretion, to terminate the Contract with immediate effect by giving notice to You.