

**LEXIS+® UK/LEXISNEXIS
ONLINE/PRINT/ MLEX® AND LAW360®
ORDER FORM**

- 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. RENEWAL AND 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") and any Renewal Term (as defined below). In the event that no notice of termination has been received by us by email at cancellationrequest@lexisnexis.co.uk at least 90 days before expiry of the Term or any Renewal Term, this Agreement shall continue for further periods of one year, commencing immediately after the Term (each a "Renewal Term") and so on for subsequent Renewal Terms. In such circumstance, the total fee to be paid by you for each Renewal Term will be an amount equal to the annual price paid in the final year of the Term (or last Renewal Term as the case may be) plus an additional amount (up to a maximum of 15%) as we shall determine in our discretion. We may discuss alternative terms with you in such circumstances, but any such discussions shall be strictly without prejudice to the provisions of this clause 8.1 and unenforceable unless agreed in writing and signed by both parties.
- 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 8.2, 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 (or Renewal Term, as applicable).
- 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. "Data Protection Laws" means all applicable privacy and data protection laws, regulations, orders, and other legal requirements. The terms "personal data" and "processing" will have the meanings ascribed to them in the data protection laws, and where the data protection laws use equivalent or corresponding terms, such as 'personal information' instead of 'personal data', they will be read as the same.
- 9.2. You are responsible for ensuring the legality of the personal data that you or Users provide to LN for processing. If and to the extent that you Users provide personal data to LN for account registration or otherwise, the parties acknowledge that such information will be processed by LN in accordance with the data protection laws and the LexisNexis privacy policy applicable to the Online Services at <https://www.lexisnexis.com/global/privacy/privacy-policy.page>, except where LN is processing such information on your behalf, the terms of the LexisNexis Data Processing Addendum at

<https://www.lexisnexis.com/global/privacy/processing-terms.page> will apply.

- 9.3. If and to the extent that you transfer personal data to LN in a territory outside the originating territory, the LexisNexis Data Transfer Terms at <https://www.lexisnexis.com/global/privacy/transfer-terms.page> will apply as necessary in respect of such transfer.
- 9.4. 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:
- a) 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;
 - b) the Analytics data is not to be shared with any third parties without our prior written consent;
 - c) 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;
 - d) 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.
- 9.5. You will immediately stop using and delete all Analytics on termination or expiry of this Agreement or otherwise at our direction.

10. MISCELLANEOUS

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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.
- 10.9. 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.



- 10.10. 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.
- 10.11. 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.
- 10.12. 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).
- 10.13. 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.
- 10.14. You are not identified on and you shall not provide access to the Online Services, to any individuals or entities identified on, (1) OFAC's list of Specially Designated Nationals ("SDN List"), (2) the UK's HM Treasury's Consolidated List of Sanctions Targets, (3) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (4) any other applicable sanctions lists, or (5) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (1) through (4).
- 10.15. 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)