

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 non-exclusive, 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. You are entitled to a total number of Users equal to 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. 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 Service;
 - 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. 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.
- 1.5. 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.

- 1.6. 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.

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 (5) 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 (or Renewal Term, as applicable) 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

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- 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 any Online Service, you upload, store or post any content, whether by the adaptation or amendments of our Materials or otherwise (the "**Customer Materials**"), you hereby grant to us a non-exclusive, non-transferable licence to incorporate the 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 Customer Materials.
- 3.8. We have no obligation to provide the Customer Materials to you or your Authorised Users after the termination of this Agreement.

4. TERMS APPLICABLE TO MLEX® and Law360®

- 4.1. We are the sole owners of all Intellectual Property 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.
- 4.2. 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.
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- 4.5. 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.