

GENERAL TERMS AND CONDITIONS
(Global Platform)

For Use of the LexisNexis Services

This Licence Agreement is between LexisNexis NZ Limited trading as LexisNexis ("we", "us" or "our") and the individual or company to whom LexisNexis has agreed to supply the online and/ or digital services and materials ("you", "your" or "Customer"). The following terms and conditions govern your use of the online services and/or digital services (such as Lexis Red) supplied by LexisNexis (the "Services") and the materials and content available therein ("Materials").

1. LICENSE; RESTRICTIONS ON USE

- 1.1 Your use of specific Materials forming part of the Services ("Specific Materials") may also be subject to any supplemental third party terms set forth at <http://www.lexisnexis.com/terms/supp/lngp/nz/> in respect of such Specific Materials ("Supplemental Terms"). It is your responsibility to access that LexisNexis link to determine what Supplemental Terms, if any, apply to the Services. Subject to any applicable Supplemental Terms for Specific Materials, you are granted, during the term of this agreement, a non-exclusive, non-transferable, limited licence to access and use the Services and Materials from time to time made available to you for the internal purposes only of (i) research or study, (ii) providing professional services to your clients, and (iii) providing academic services to students. This licence is subject to the following limitations:
- (a) The right to electronically display Materials retrieved from the Services is limited to the display of such Materials primarily to one person at a time, subject to the Supplemental Terms for Specific Materials. This does not limit the number of Authorised Users who may individually access the Services at the same time;
- (b) The right to obtain a printout of Materials is limited to a printout of a reasonable portion of the Materials obtained using the printing commands of the Services or your web browser software and the creation of a single printout of a reasonable portion of the Materials downloaded via downloading commands of the Services or your web browser software (collectively, "Authorised Printouts"); and
- (c) Subject to clause 2.7, the right to retrieve and store machine-readable copies of Materials is limited to the retrieval of a single copy of a reasonable portion of the Materials included in any individual file of the Services using the downloading commands of the Services or your web browser software and in respect of Services storage of that copy in machine readable form for no more than 90 days primarily for one person's exclusive use. Insubstantial electronic copies of the Materials may be stored beyond the time restriction referred to in this clause 1(c) 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 the overriding obligation upon you not to create your own independently searchable database of the Materials. This clause is also restricted to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials.
- 1.2 To the extent expressly permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms for Specific Materials, you may make copies of Authorised Printouts and distribute Authorised Printouts and copies within your organisation.
- 1.3 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 retrieved from the Services. You may not print or download Materials without using the printing or downloading commands of the Services or your web browser software. All access to and use of the Services via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Services is strictly prohibited. Use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities.
- 1.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Services and Materials (in both print and machine-readable forms) belong to us or our third party suppliers. RELX Group and the RE symbol are trademarks of RELX Intellectual Properties SA, used under license. You acquire no

- ownership of copyright or other intellectual property rights or proprietary interest in the Services, Materials, or copies thereof.
- 1.5 Except as specifically provided herein, you may not use the Services or Materials retrieved from the Services in any fashion that infringes the copyright or proprietary interests therein.
- 1.6 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Services.
- 1.7 Other provisions that govern your use of Materials are set forth in the LexisNexis Terms of Trade, your order form, any agreed addendum, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Services (collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms and Conditions. References to "Services" in the Terms of Trade shall be references to Services and Materials as defined herein, for the purpose of these General Terms and Conditions. References to "Customer" or "you" in the Terms of Trade shall be references to you or Customer as defined herein, for the purposes of these General Terms and Conditions. To the extent there is any inconsistency between the Additional Terms and General Terms and Conditions, the Additional Terms prevail in the order that they appear above.
- 2. ACCESS TO SERVICES**
- 2.1 Only your employees, students, support personnel and barristers within your chamber (as relevant) authorised by both us and you shall be entitled to access and use the Services and Materials ("Authorised Users"). You warrant that you are neither identified on, nor shall you provide access to 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).
- 2.2 Except for use incidental to occasional, short-term travel, you may not use an identification number to access the Services and Materials from outside the country for which it was issued. You indemnify us against any loss, injury, claim, liability, or damage of any kind resulting in any way from your use of the Services and Materials from outside the country for which it was issued. This clause does not apply to digital services.
- 2.3 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Services for which you have not subscribed.
- 2.4 Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.
- 2.5 You must ensure that each person having access to the Services and Materials:
- (a) is an Authorised User; and
- (b) is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.
- 2.6 For Customers subscribing to **Lexis® Smart**: Use of the LexisNexis Smart software which forms part of the Services ("LexisNexis Smart") has the additional terms described in this clause 2.6. You must not do any of the following, whether directly or indirectly:
- (a) install or use LexisNexis Smart on any site other than the location of the Customer where the software (which forms part of the Services) is installed or install on more than the agreed number of workstations
- (b) use, copy, publish, distribute, communicate, commercialise, import, export or publicly display all or part of the original or any copy of LexisNexis Smart (electronically or otherwise), except as expressly authorised by this Agreement;
- (c) make any enhancements or other modifications to the Services, or create any derivative works of the same;
- (d) reverse engineer, decompile, disassemble or otherwise translate the Services or attempt to derive the source code or underlying ideas, structure, organisation, processes or algorithms of the Services, except and only to the extent that such activities cannot be restricted under applicable law;

- (e) use or access all or part of the Services to the extent you are or plan to become a competitor of the Services, or an employee, contractor or agent of a competitor to the Services;
 - (f) permit any competitor of the Services to access or use any Services or Materials for any purpose, including but not limited to providing any type of consultancy, support or other services to you either directly or indirectly;
 - (g) use the Services in any manner that is for unlawful purposes or other purposes not permitted by this Agreement or which may involve risk of death, personal injury, property damage or environmental damage or in any life support application, device or system.
- 2.7 For Customers subscribing to **Practical Guidance**: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.
- 2.8 For Customers subscribing to **Lexis Red**: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application ("Red App") terms and conditions as may be amended from time to time and which are available through the 'Terms and Conditions' link within the Red App ("Red App Conditions"). In addition to other rights granted under these General Terms and Conditions, titles on Lexis Red that appear in your customer agreement or order form are licensed to you in perpetuity subject to this agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not be applicable in respect of Lexis Red titles as you will not be required to delete any Red title from your device upon termination. You will be able to maintain the "main work" that you have accumulated onto your device in perpetuity subject to the licence conditions in these General Terms and Conditions and the Red App Conditions. Upon termination of a particular Lexis Red title subscription:
- (a) you and your Authorised Users may continue to use the Lexis Red content purchased as at the date of termination and continue to use the Red mobile App subject to the licence conditions in these General Terms and Conditions and to the Red App Conditions, at your own risk;
 - (b) LexisNexis is not obliged to store, maintain, back-up, retrieve or restore any Lexis Red content that is lost or deleted by you;
 - (c) you will no longer receive content amendments, access to links within the title, updates to the Lexis Red technology, or support or maintenance from LexisNexis and any annotations you make will not continue to synchronise between devices. As such you acknowledge that this could impact the usability of the Lexis Red content from termination. You may only receive updates in the Red App, as made generally available without fee, from time to time; and
 - (d) clauses 1.4, 1.5, 1.6, 4, 5.4, 5.6 and 5.9 of the General Terms and Conditions survive termination.
- For the avoidance of doubt, by maintaining each of your Lexis Red title subscriptions, you will receive updates to the content on those Lexis Red titles as and when available, as well as access to ongoing legal updates and technological changes to the Red App.
- 2.9 The Services may contain a feature that will allow your Authorised Users to create work folders or work spaces ("**Folders**") from research sessions that are associated solely with their respective LexisNexis IDs. The Folders are designed to allow your Authorised Users to save copies of Materials made available by us, as well as links to materials. Authorised Users may also share the Folders with third party LexisNexis authorised users, however such third party users will only be permitted to access Materials in the Folders for which they have a current subscription. We represent and warrant that the Folders will be under the exclusive control of your Authorised Users and we will not access or otherwise review the content of Folders without your authorisation. Notwithstanding the foregoing, we may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorised Users are solely responsible for the content of their respective Folders. You

represent and warrant Authorised Users are prohibited from uploading content to the Folders that is defamatory, libellous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. Access to and use of the Folders may be subject to technical limitations such as storage limits, downtime for maintenance or third party service availability. We are not responsible for backing up, or for any damage to or loss of, any content uploaded to the Folders by you. The Folders are provided AS IS and we make no warranties or guarantees in respect of uptime or accessibility of any content you upload to the Folders, and we do not warrant that access to the Folders will be continuous or error-free. You agree to use the Folders in accordance with any acceptable use limitations and guidelines as may be notified to you from time to time.

3. WARRANTIES AND GUARANTEES

- 3.1. We represent and warrant that we have the right and authority to make the Services available pursuant to our agreement with you.
 - 3.2. SUBJECT TO CLAUSE 3.1 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND, UNLESS EXPRESSLY STATED TO THE CONTRARY IN THIS AGREEMENT, WE EXCLUDE ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, BY STATUTE, TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION THAT THE 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 SERVICES AND MATERIALS UP-TO-DATE.
 - 3.3. Subject to clause 5.8, it is not intended that any contract between us and the Customer for the supply of Services should be enforceable by any third party.
 - 3.4. Any waiver by us of any of these terms and conditions shall be limited to the particular instance and shall not operate or be deemed to operate as a future waiver of that or any other term.
 - 3.5. You acknowledge for all purposes that you enter, and hold yourself out as entering, into this Agreement for the purpose of a business or being in trade and the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 will not apply.
- ### 4. LIMITATION OF LIABILITY
- 4.1. 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 Services or any Materials available or not included therein,
 - (b) the unavailability or interruption to the supply of the Services or any features thereof or any Materials,
 - (c) Customer's use or misuse of the Services or Materials (regardless of whether you received any assistance from a Covered Party in using or misusing the Services),
 - (d) your use of any equipment in connection with the 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 (other than liability for death or personal injury).
 - 4.2. "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.
 - 4.3. 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.
 - 4.4. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE COVERED PARTIES WHETHER FOR BREACH OF THIS AGREEMENT OR IN TORT (INCLUDING NEGLIGENCE) OR FOR ANY OTHER COMMON LAW OR STATUTORY CAUSE OF ACTION SHALL NOT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE GOODS, OR IN THE

- CASE OF SERVICES THE AMOUNT YOU PAID FOR THE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.
- 4.5. THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND LOSS OF PROFITS, CONTRACTS, BUSINESS, REVENUE, GOODWILL, ANTICIPATED SAVINGS, BUSINESS INFORMATION OR DATA) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE GOODS AND SERVICES, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.
- 4.6. The Materials are provided for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgment or to provide legal advice with respect to particular circumstances.
- 4.7. 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. 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 in circumstances where loss or damage may result.
- 4.8. 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 a practising lawyer. Nothing in the Services, or the Materials or in the Agreement nor any receipt or use of the 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.
- 4.9. Any password / ID number issued by us to an Authorised User is personal and confidential to that Authorised User. If we suspect that any password / ID is being used by an unauthorised User or a different Authorised User to the person to whom it was issued, that password / ID may be cancelled and you may be liable for additional charges, in accordance with our then current price list or catalogue for the applicable Services, in respect of any such unauthorised use.
- 5. MISCELLANEOUS**
- 5.1. This agreement is for the minimum period specified in the Price Plan Period. This agreement will automatically renew on the date following the expiration of the Price Plan Period ("Renewal") for additional terms equal in duration to the period specified in the Price Plan Period or where not specified for additional 12 month terms unless you provide us with a notice of termination in accordance with clause 5.2. The price payable for the Services will be the price payable in the immediately preceding Price Plan Period, plus an annual adjustment (or actual usage level for the preceding year, whichever is the higher). A pre-determined annual adjustment may be specified in your written agreement with LexisNexis or customer order form or, if not, will be notified to you by the Renewal date.
- 5.2. Either party may terminate the subscription for access to the Services upon notice to the other for breach. You may terminate this agreement (in whole or in part) by giving us at least 30 days' written notice, to expire the day before the anniversary of the commencement date or last day of the period set forth in the Price Plan Period (whichever is the later) as specified in the Order Form ("Customer Notice Period"). We may terminate this Agreement (in whole or in part) 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. We may suspend or discontinue providing the Services to you without notice and pursue any other remedy legally available to us if you fail to comply with any of your obligations hereunder. On termination of this Agreement, any licence granted under this agreement, other than any perpetual licence granted hereunder, terminates (including the licence in clause 1.1).
- 5.3. These General Terms and Conditions and the Terms of Trade may be changed by us from time to time, however changes detrimental to you may only be changed at the expiry of your subscription for access to the Services. All other provisions may be changed by us within 7 days of giving notice to you. If any changes are made to the General Terms and Conditions that are detrimental to you, you may terminate the Agreement upon written notice to us if any such change is unacceptable to you. For termination to be effective under this clause, we must receive your notice of termination within 30 days of the date of the notice. Continued use of the Services following the expiration of 30 days following the date our notice to you of any detrimental change constitutes acceptance of the change but does not affect your other termination rights. Continued use of the Services during the period starting on the effective date of the change until the date of termination by you in accordance with this clause will be subject to the changes notified to you, including any increases in price.
- 5.4. Neither party will disclose to any third party details of this agreement or any of the negotiations undertaken in relation to this agreement, including any pricing or discounting terms, without the prior written consent of the other.
- 5.5. The failure of us or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 5.6. You may not assign your rights or delegate your duties under these General Terms and Conditions or any Additional Terms without our prior written consent.
- 5.7. These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of New Zealand and each party submits to the non-exclusive jurisdiction of the courts of New Zealand.
- 5.8. 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.
- 5.9. We will use personal information collected about Authorised Users for the purposes of (a) providing access to and use of the Services to Authorised Users, (b) providing customer support, billing and other similar activities related to the Services, and (c) keeping Authorised Users informed about products, services, offers and upcoming events and to improve our services. We may also provide personal information about Authorised Users to third parties for the purpose of providing Authorised Users with direct marketing offers which we think may be of interest. If you do not wish to receive information about other products, services, offers and events, please notify our privacy officer in writing sent to privacy@lexisnexis.co.nz.
- 5.10. In accordance with the applicable privacy and data protection laws, we will provide and export personal information about Authorised Users to third parties and other members of our company group, including RELX Inc. in the United States, for the purposes of (a) providing access to and use of the Services to Authorised Users, and (b) providing customer support, billing and other similar activities related to the Services.
- The collection and use of personal information by LexisNexis in the course of providing the Services will be in accordance with our privacy policy, as may be amended from time to time, and which is available at <https://www.lexisnexis.co.nz/en-nz/privacy-statement.page>.
- 5.11. These General Terms and Conditions will be enforced to the fullest extent permitted by applicable law. If anything in these General Terms and Conditions is unenforceable, illegal or void then it is severed and the rest of these General Terms and Conditions remains in force.
- 5.12. These terms together with any applicable Additional Terms, constitute the entire agreement between the parties concerning the subject matter of these General Terms and Conditions and supersede all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties.

SCHEDULE

If you have selected to purchase Lexis® Draft (the “Software”) the following terms apply.

LEXIS® DRAFT AGREEMENT**1. Technical Requirements.**

The Software includes various third party tools licensed to LexisNexis under the terms and conditions herein. The Software is proprietary software that integrates LexisNexis content directly within the Microsoft Corporation software applications Microsoft Outlook and Microsoft Word. In order to use the Software, Customer must (a) subscribe to Lexis® Draft by ticking the applicable check box on the Order Form; (b) have a paid-up license to use Microsoft® Office 2007 or Microsoft® Office 2010 or Microsoft® Office 2013 from Microsoft Corporation; and (c) meet the other system operating and other requirements as reasonably required by LexisNexis for the proper operation of the Software (collectively, the “Technical Requirements”). The term “Licence Term” shall mean the period specified for the Software in the Order Form.

2. License.

Upon payment of the Licence Fee, LexisNexis grants Customer a personal, limited, non-exclusive, non-transferable right to access and use the Software product indicated in the Order Form, during the Licence Term, subject to the terms of the Lexis® Draft End User License Agreement attached hereto as Exhibit A and subject to the LexisNexis General Terms and Conditions and Terms of Trade. LexisNexis (or its third party licensor(s) if applicable) retains all right, title, and interest in and to the Software, and any intellectual property embodied therein. All access to and use of LexisNexis content via the Software shall be subject to the terms of this Schedule. The term “Licence Fee” shall mean the amount so specified for the Software product in the Order Form.

3. Renewal.

This Schedule will automatically renew for a further period equal to the initial Licence Term specified herein in accordance with clause 5.1 of the LexisNexis General Terms and Conditions. If you do not wish to renew your licence at the end of the Licence Term, you must provide notice of termination in accordance with clause 5.2 of the LexisNexis General Terms and Conditions. Upon expiry or termination of your licence for any reason, Customer may still have access to the Software however Customer will not be able to access the content and materials which would otherwise be available had the Customer had an active and valid licence.

4. Installation.

4.1 In order to access and use the Software, the Software must be installed on Customer’s system via one of the following installation methods:

- (a) Standard Implementation – If the Customer has selected standard installation of the Software the Customer must download the Software from the LexisNexis website and must install the Software on individual users’ desktops or on a network level, as appropriate;
- (b) Custom Installation – If the Customer has selected custom installation of the Software by LexisNexis, installation of the Software will be carried out by LexisNexis in the manner and subject to the fees, terms and conditions described in the Customer’s integration services agreement with LexisNexis

4.2 Notwithstanding the above installation method, each of the Licensed Users of the Customer must register to be able to use the Software, and must accept the end user licence terms set forth at Exhibit A on registration. The term “Licensed User” shall have the same meaning

as “Authorised Users” in the LexisNexis General Terms and Conditions.

5. Confidentiality.

5.1 In the event that LexisNexis comes into contact with Customer’s Confidential Information in the performance of its obligations under this Schedule, LexisNexis will use the Confidential Information within its organisation on a “need to know” basis and as necessary to perform its obligations under this Schedule, and will protect the Confidential Information from disclosure to any third party. For purposes of this Schedule, “Confidential Information” shall include client or customer names, financial information, work product and other information.

5.2 Notwithstanding Section 5.1, LexisNexis may disclose Confidential Information to a third party as follows: (a) when disclosure is required under applicable law, provided LexisNexis gives Customer notice of the required disclosure and cooperates with Customer, at Customer’s expense, in seeking reasonable protective arrangements (however, LexisNexis is not required to act in a manner contrary to its legal obligation to disclose or which would result in sanctions or other penalties); and (b) to persons who are advisers or subcontractors to LexisNexis to the extent such persons are subject to confidentiality obligations with LexisNexis that protect Customer’s Confidential Information to an extent comparable with this Schedule and have a need to know the Confidential Information. At Customer’s written request, LexisNexis shall return Customer’s Confidential Information to Customer or destroy it and certify its destruction.

5.3 LexisNexis and Customer agree that Confidential Information shall not include information that (i) is already rightfully known to LexisNexis at the time it is obtained from Customer, free from any obligation to keep such information confidential; (ii) is or becomes publicly known or available through no wrongful act of LexisNexis; (iii) is rightfully received from a third party without restriction and without breach of this Schedule; (iv) is contained in, or is capable of being discovered through examination of, publicly available records or products; or (v) is developed by LexisNexis without the use of any proprietary, non-public information provided by Customer under this Schedule.

5.4 Customer agrees that any pricing information and the terms and conditions herein are deemed confidential and must not be shared with any other party.

6. Miscellaneous.

6.1 In the event of any conflict between the terms of this Schedule and the attached Exhibit A, the terms of this Schedule shall prevail.

6.2 Customer acknowledges and agrees that the Microsoft Word documents and Microsoft Outlook emails (“Customer’s Work”) that it selects to be analysed using certain features of the Software will momentarily leave its environment and will be sent to LexisNexis to be marked/tagged/indexed. LexisNexis represents and warrants that all such processing of Customer’s Work will happen machine-to-machine, without human intervention and LexisNexis will not store, review, or retain Customer’s Work beyond the time required for processing (i.e., LexisNexis will not store Customer’s Work in any back up logs, server logs, etc.)

EXHIBIT A
LEXIS® DRAFT END USER LICENSE AGREEMENT

1. LICENSE GRANT.

- 1.1 Subject to the terms and conditions of this Lexis® Draft End User License Agreement (this "EULA"), LexisNexis grants you a personal, limited, nonexclusive, non-sublicensable, non-transferable license for the agreed Licence Term to access and use the Lexis® Draft software product (the "Software") set forth in your customer order form, solutions service agreement or other agreement with LexisNexis ("Order Form"). Use of the Software is subject to the terms set forth in the Order Form including the number of Licensed Users, the Licence Term and the Licence Fee set forth in the Order Form. Customer must not use the Software in excess of the number of authorised Licensed Users and/or any other restrictions/limitations described herein. Other provisions that govern your use of the Software are set forth in the LexisNexis General Terms and Conditions including any other applicable terms and conditions referenced therein ("Referenced Terms"). This EULA, your Order Form and the Referenced Terms together form your agreement with us in respect of the Software ("Agreement").
- 1.2 Restrictions and Prohibitions on Use. Except as expressly permitted by Section 1.1, or upon the express prior written consent of LexisNexis, you may not, nor permit others to: (1) copy, print, republish, display, transmit, distribute, sublicense, sell, rent, lease, loan, or otherwise make available in any form or by any means (including electronic media now existing or hereafter developed), all or any substantial portion of the Software; (2) provide anyone other than your Licensed Users access to the Software or any portions thereof; (3) use the Software to develop, or as a component of, an information storage or retrieval system, database, info-base, or similar information resource (in any media now existing or hereafter developed), including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (4) create compilations or derivative works of the Software; (5) make any portion of the Software available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future; (6) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Software; (7) remove, disable, or defeat any functionality of the Software; (8) upload content in the Software (through the Notes feature or otherwise) that is defamatory, libellous, pornographic or obscene, unless such content is reasonably related to professional responsibilities; (9) disclose, provide or otherwise make available trade secrets contained within the Software without the prior written approval of LexisNexis; (10) alter or remove any proprietary notices or legends contained on or in the Software; (11) release, publish, and/or otherwise make available to any third party the results of any performance or functional evaluation of the Software without the prior written approval of LexisNexis; or (12) use for illegal purposes.
- 1.3 Electronic Documents. Solely with respect to the electronic documents included with the Software (e.g., the electronic version of the user guide), you may only make as many copies as reasonably necessary for use by each Licensed User (either in hard copy or electronic form), provided that such copies shall be used only for your sole use and are not republished or distributed to any third party.
- 1.4 Third Party Materials. The use of some third-party materials included in the Software may be subject to other terms and conditions typically found in a separate software agreement or "Read Me" file located in or near such materials.
- 1.5 Audit. Customer agrees that LexisNexis (or its third party licensor, if applicable) and its independent accountants reserves the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with these terms. In the event such audit discloses non-compliance with these terms, Customer shall promptly pay the appropriate license fees as advised by LexisNexis, plus the reasonable cost of conducting the audit.
- 1.6 In addition to the terms of this Agreement, Customer acknowledges and agrees that:
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