

General Terms and Conditions

INTRODUCTION

- A. LexisNexis and the Customer are the contracting parties under this Agreement.
- B. The amount specified in any given invoice is calculated based on the number of Fee Earners in your organisation, and/or Users.
- C. The term Authorised Users is used throughout this Agreement to encompass both Fee Earners and Users. As is set out in clause 3.1 of these General Terms and Conditions, only Authorised Users may use the Services and Products.

PART A

1. CONSTRUCTION OF THE AGREEMENT

- 1.1 This Agreement is made up of:
 - (a) the Order Form (including the table attached as Schedule 1, if applicable);
 - (b) these General Terms and Conditions;
 - (c) the applicable Service Terms, which apply to the Services (if any) you have selected in the Order Form to purchase and are comprised of:
 - (i) the Supplemental Terms (if any);
 - (ii) the Additional Terms (if any); and
 - (iii) for Lexis Draft, the terms in Schedule 2 (and Exhibit A to that schedule); and
 - (d) the Terms of Trade, which apply to the Products (if any) you have selected in the Order Form to purchase.
- 1.2 In the event of any inconsistency in the various terms making up this Agreement, the order of precedence shall be as follows:
 - (a) the applicable Service Terms (in the order of precedence set in clause 1.1(c) above);
 - (b) the Order Form;
 - (c) these General Terms and Conditions; and
 - (d) the Terms of Trade.

2. APPLICATION OF GENERAL TERMS AND CONDITIONS

- 2.1 These General Terms and Conditions govern your rights and obligations in relation to, and your use of, any Services and Products supplied to you by us in accordance with an Order (to the extent indicated in clause 2.2 below).
- 2.2 In these General Terms and Conditions:
 - (a) Parts A, C and D apply to all Services and Products.
 - (b) Part B applies to all Services (but not to Products generally, except as set out in clause 7.1 of these General Terms and Conditions).

3. WARRANTY

- 3.1 You warrant that:
 - (a) you will observe, comply with, and adhere to, the terms of this Agreement;
 - (b) you will ensure that only your Authorised Users use the Services and Products; and
 - (c) you will ensure that your Authorised Users observe, comply with, and adhere to, the terms of this Agreement.

4. PLACING AN ORDER

- 4.1 By filling in the Order Form and returning it to us, you are placing an order with us for the Services and Products identified in that Order Form ("Order"). Your Order is subject to acceptance, and confirmation of such acceptance, by us, which will be evidenced by the issuance of ID numbers and passwords in relation to the Services to you, and/or delivery of the Products to you (as applicable) ("Acceptance").
- 4.2 If you have not previously submitted an Order to us, you must also complete and submit a Customer Account Application Form ("Application") with your Order Form.
- 4.3 You may not change any aspect contained in the Order Form following Acceptance at any time during the Price Plan Period, unless such change is made by way of an amendment to this Agreement in accordance with clause 18.1.
- 4.4 You may include in this Agreement any new Service and/or Product purchased by you by way of an amendment to this Agreement in accordance with clause 18.1.

5. TERM AND TERMINATION

- 5.1 This Agreement shall commence upon the Acceptance Date and, unless terminated earlier in accordance with its terms, shall:
 - (a) continue for the applicable initial Price Plan Period ("Initial Term"); and
 - (b) thereafter, automatically renew (on the date following the expiration of the Initial Term or Renewal Period, as applicable) ("Renewal Date") for additional 12 month terms ("Renewal Period"), unless you provide us with a notice of termination in accordance with clause 5.2.The price payable for the Services and Products (as applicable) is set out in the Price Plan Period section of the Order Form, as adjusted in accordance with this clause 5.1. The price is:
 - (c) for the first year of the Term, the "Year 1" price stated in the Order Form; and
 - (d) for each subsequent year during the Term, the price payable in the immediately preceding year, as adjusted in accordance with:
 - (i) the pre-determined annual adjustment (if any) for that year, as specified in the Order Form; or
 - (ii) if no pre-determined annual adjustment is specified in the Order Form for that year, an annual adjustment (or actual usage level for the preceding year, whichever is the higher) as notified to you by us on or prior to the Renewal Date, ("Price").

- 5.2 Either party may terminate this Agreement upon notice to the other, if the other party breaches any term of this Agreement and fails to remedy the breach within 14 days after receiving written notice to do so. 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 end of the Initial Term or the Renewal Period (as applicable) ("Customer Notice Period"). We may terminate this Agreement (in whole or in

part) by giving you at least 60 days' notice. Our only obligation in this event shall be the pro rata refund of any portion of the Price paid in advance by you. 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 terminates (including the licence in clause 7.1), save where we or you have terminated the Agreement for convenience in which case any perpetual licence purchased by you shall continue in full force and effect.

- 5.3 The provisions of this Agreement may be changed by us from time to time. However changes detrimental to you may only be changed at the expiry of the Initial Term or Renewal Period (as are considered applicable), or as otherwise agreed with you. All other provisions may be changed by us within 7 days of giving notice to you. If any changes are made to this Agreement that are considered by us to be 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 and/or Products 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 and/or Products 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 Prior to the expiration of the Initial Term or any Renewal Period (as applicable), we will send you an invoice confirming the new Price Plan Renewal Period, the Price in respect of that period and any additional renewal terms ("Renewal Invoice"). Subject to clause 22.5, your continued use of the Services and/or Products after receipt of a Renewal Invoice from us constitutes your acceptance of the terms contained in the Renewal Invoice.
- ### 6. PRICE, PAYMENT AND CREDIT
- 6.1 You must pay the amount specified in an invoice in full by no later than the 20th of the month following the date of the invoice (unless we agree otherwise in writing).
 - 6.2 If you do not pay us the in accordance with clause 6.1 of these General Terms and Conditions, we may, without limitation:
 - (a) suspend supply of the Services and/or Products to you, including Services and/or Products which have already been fully paid;
 - (b) charge interest on amounts outstanding at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower; or
 - (c) submit your account to a collection agency. If we do submit the account to a collection agency, you agree that we may recover the outstanding amount specified in the invoice including interest, our legal costs, bank fees and charges and other expenses incurred in attempting to recover the debt and any fees and commissions or other amounts we pay to any collection agency to act on our behalf.
 - 6.3 We reserve the right to charge you a surcharge for payments made by credit card (including a fee amounting to 2% of the total fees paid by you when you make a payment in excess of NZD\$10,000). We reserve the right to make changes to this surcharge from time to time or extend the surcharge to other methods of payment. If we make any changes, we will notify you in writing before the changes take effect in accordance with clause 5 of these General Terms and Conditions.
 - 6.4 By submitting the Application, the Customer authorises us to carry out any credit checks with third parties as we may require. The Customer authorises us to make any enquiries and to use, exchange or disclose any information which is disclosed in the Application or is obtained by us from any third party from or to any other credit provider or credit reporting agency:
 - (a) concerning the Customer's credit worthiness; and
 - (b) for the purpose of providing or obtaining a reference.
 - 6.5 We may impose credit limits which may be varied by us from time to time. If the Customer exceeds the credit limit then Products will be withheld until the account is back to a reasonable level within the credit limit as determined by us.
 - 6.6 Existing discounts agreed by us as at the date of this Agreement shall continue to have effect for the remainder of the Price Plan Period (but will not necessarily apply to any Renewal Period).
 - 6.7 Any discount offered by us is at our discretion and subject to any conditions we may elect to impose. For example, discretionary discounts offered on hard copy products are only valid if a customer has a contemporaneous subscription to the online or digital format of that Product (and is subject to clause 6.8). Therefore, if a Customer cancels a subscription to one format, then the cost of the other format will revert to the list price as at the date of cancellation.
 - 6.8 Any promotional offer that we make is exclusive of and cannot be used with any other offer, promotion or discount.
 - 6.9 You must let us know as soon as practicable if the number of Authorised Users increases or decreases. If there is an increase in this number, the Price payable will automatically be adjusted to cover the price of additional licences. If there is a decrease in this number, the price payable will be adjusted effective from your next Renewal Period.
 - 6.10 All Prices are inclusive of GST.

PART B

- ### 7. LICENCE
- 7.1 While LexisNexis Red is a Product, for the purposes of Part B, the term 'Services' shall be read to include LexisNexis Red and, unless otherwise stated in this Agreement, the provisions of Part B shall apply to LexisNexis Red.
 - 7.2 Your use of the Materials forming part of the Services may also be subject to any supplemental third party terms set forth at www.lexisnexis.com/terms/supp/lnqp/nz in respect of such 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 any Materials, you are granted, during the Term, a non-exclusive, non-transferable, limited licence to access and use the Services from time to time made available to you for the internal purposes only of:
 - (a) research or study;
 - (b) providing professional services to your clients; and
 - (c) providing academic services to students.

- 7.3 As well as these General Terms and Conditions, your use of the Services may be subject to any agreed addendum, the Supplemental Terms, 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 this Agreement. To the extent there is any inconsistency between the Additional Terms and any term of this Agreement, the order of precedence is set out in clause 1.1(c) above.
- 8. RESTRICTIONS ON USE OF MATERIALS**
- 8.1 The licence in clause 7.1 is subject to the following limitations:
- 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 any Materials. This does not limit the number of Authorised Users who may individually access the Services at the same time;
 - 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
 - Subject to clause 8.4 of these General Terms and conditions (if applicable), 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 8.1(c) where:
 - the Materials have been incorporated into advice provided to a specific client in respect of a specific matter; and/or
 - 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.
- 8.2 To the extent expressly permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms for any Materials, you may make copies of Authorised Printouts and distribute Authorised Printouts and copies within your organisation.
- 8.3 Except as specifically provided in clauses 8.1 and 8.2, 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.
- 8.4 If you have selected in the Order Form to purchase Practical Guidance, 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.
- 9. YOUR ACCESS TO SERVICES**
- 9.1 Delivery of online and digital products is made via the Internet and as such, is subject to you having Internet access and appropriate IT equipment, resources and facilities and meeting any other technical requirements specified by us from time to time.
- 9.2 Only your Authorised Users shall be entitled to access and use the Services and Materials.
- 9.3 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. This clause does not apply to digital Services.
- 9.4 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Services for which you have not subscribed.
- 9.5 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.
- 9.6 Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.
- 9.7 You must ensure that each person having access to the Services and Materials:
- is an Authorised User; and
 - uses those Services and Materials only in accordance with this Agreement. The Customer shall be responsible for use of the Services and Materials by Authorised Users.
- 9.8 Where you are provided with access to Materials for free (i.e. Materials not specified expressly in this Agreement) we have no obligation to continue to provide such Materials and you have no right to continue to receive the Materials. Such Materials may be withdrawn at any time without notice. This right of withdrawal is without prejudice to our rights referred to at clauses 5.2, 9.6 and 14 of these General Terms and Conditions.
- 10. RESTRICTIONS ON USE OF THE SERVICES**
- 10.1 You must not do any of the following, whether directly or indirectly:
- use, copy, publish, distribute, communicate, commercialise, import, export or publicly display all or part of the original or any copy of the Services (electronically or otherwise), except as expressly authorised by this Agreement;
 - make any enhancements or other modifications to the Services, or create any derivative works of the same;
 - 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;
 - 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;
 - permit any competitor of the Services to access or use any Services or Materials for any purpose, including providing any type of consultancy, support or other services to you either directly or indirectly; or
 - 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.
- 11. FOLDER FUNCTIONALITY**
- 11.1 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 users (being authorised users under an agreement between LexisNexis and a third party). However, such third party users will only be permitted to access Materials in the Folders for which they have a current subscription.
- 11.2 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 an administrative or judicial proceeding.
- 11.3 Authorised Users are solely responsible for the content of their respective Folders.
- 11.4 You represent and warrant that 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.
- 11.5 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.
- 11.6 We are not responsible for backing up, or for any damage to or loss of, any content uploaded to the Folders by you or your Authorised Users.
- 11.7 The Folders are provided “as is” and we make no warranties or guarantees in respect of uptime or accessibility of any content you or your Authorised Users upload to the Folders, and we do not warrant that access to the Folders will be continuous or error-free.
- 11.8 You agree to use, and will ensure and procure your Authorised Users use, the Folders in accordance with any acceptable use limitations and guidelines as may be notified to you from time to time.
- PART C**
- 12. WARRANTIES AND GUARANTEES**
- 12.1 We represent and warrant that we have the right and authority to make the Services and Products available pursuant to our Agreement with you.
- 12.2 Subject to clause 12.1 and to the maximum extent permitted by law, you acknowledge and agree that the Services and Products 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 that the Services, Products 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, Products and Materials up-to-date.
- 12.3 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.
- 12.4 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.
- 12.5 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, Products or Materials, or in the Agreement nor any receipt or use of the Services, Products or Materials, 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.
- 12.6 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 that the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 will not apply.
- 13. LIMITATION OF LIABILITY**
- 13.1 To the maximum extent permitted by law, a Covered Party shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from:
- any errors in or omissions from the Services, Products or Materials available or not included therein;
 - the unavailability or interruption to the supply of the Services, Products or Materials any features thereof;
 - your use or misuse of the Services, Products or Materials (regardless of whether you received any assistance from a Covered Party in using or misusing the Services, Products or Materials);
 - your use of any equipment in connection with the Services, Products or Materials;
 - the content of Materials;
 - any delay or failure in performance beyond the reasonable control of a Covered Party; or
 - 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).
- 13.2 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.

- 13.3 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 Price you paid for the relevant Services, Products or Materials (as applicable) in the twelve month period immediately preceding the date the claim arose.
- 13.4 The Covered Parties shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including 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 Services, Products or Materials, or the failure of any Covered Party to perform its obligations, regardless of any negligence of any Covered Party.
- 14. TERMINATION**
- 14.1 Notwithstanding clause 5.2 of this agreement, we may immediately terminate this Agreement if:
- you fail to pay the Price in accordance with this Agreement; or
 - you become, or are deemed to be, insolvent, are placed in or under receivership, liquidation or administration, or are subject to any other similar event or arrangement.
- 14.2 The provisions of this Agreement which expressly, or by their nature, survive termination or expiry, including clauses 6, 7, 8, 12, 13, 15, 16, 17, 22.1 and 22.5 of these General Terms and Conditions, and clauses 16 to 20 of the Terms of Trade (if applicable), survive termination or expiry of this Agreement.
- 15. USE OF DATA AND PERSONAL INFORMATION**
- 15.1 We will use personal information collected about you and your Authorised Users for the purposes of:
- providing access to and use of the Services and/or Products to Authorised Users;
 - providing customer support, billing and other similar activities related to the Services and/or Products; and
 - keeping you and your Authorised Users informed about products, services, offers and upcoming events and to improve our services.
- We may also provide personal information about you and your Authorised Users to third parties for the purpose of providing you and your Authorised Users with direct marketing offers which we think may be of interest. If you or your Authorised Users do not wish to receive information about other products, services, offers and events, please notify our privacy officer in writing sent to privacy@lexisnexis.com.nz.
- 15.2 In accordance with the Privacy Act 1993 (NZ), we will provide and export personal information about Authorised Users to third parties and other members of our company group, including Reed Elsevier Inc. in the United States, for the purposes of:
- providing access to and use of the Services and/or Products to Authorised Users; and
 - providing customer support, billing and other similar activities related to the Services and/or Products.
- 15.3 You will ensure that we have all necessary rights, and you have obtained all necessary consents from all Authorised Users, to use the information referred to in clauses 15.1 and 15.2 above.
- 15.4 The collection and use of personal information by LexisNexis in the course of providing the Services and/or Products will be in accordance with our privacy policy, as may be amended from time to time, and which is available at <http://www.lexisnexis.co.nz/en-NZ/privacy-statement.page>.
- 16. CONFIDENTIALITY**
- 16.1 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.
- 16.2 In the event that either party ("**Recipient**") comes into contact with Confidential Information of the other ("**Discloser**") in relation to this Agreement, the Recipient will use the Confidential Information within its organisation on a "need to know" basis and as necessary to perform its obligations under this Agreement, and will protect the Confidential Information from disclosure to any third party. For purposes of this Agreement, "**Confidential Information**" shall include client or customer names, financial information, work product and any other information that the Recipient should reasonably consider to be confidential, or that has been marked by the Discloser as confidential.
- 16.3 Notwithstanding clause 16.1, the Recipient may disclose Confidential Information to a third party as follows:
- when disclosure is required under applicable law, provided the Recipient gives the Discloser notice of the required disclosure and cooperates with the Discloser, at the Discloser's expense, in seeking reasonable protective arrangements (however, the Recipient 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
 - to persons who are advisers or subcontractors to the Recipient to the extent such persons are subject to confidentiality obligations with the Recipient that protect the Discloser's Confidential Information to an extent comparable with this clause 16 and have a need to know the Confidential Information.
- At the Discloser's written request, the Recipient shall return the Discloser's Confidential Information to the Discloser or destroy it (at the Discloser's request) and certify its destruction.
- 16.4 The parties agree that Confidential Information shall not include information that:
- is already rightfully known to the Recipient at the time it is obtained from the Discloser, free from any obligation to keep such information confidential;
 - is or becomes publicly known or available through no wrongful act of the Recipient;
 - is rightfully received from a third party without restriction and without breach of this Agreement;
 - is contained in, or is capable of being discovered through examination of, publicly available records or products; or
 - is developed by the Recipient without the use of any proprietary, non-public information provided by the Discloser under this Agreement.
- 17. INTELLECTUAL PROPERTY**
- 17.1 Subject to the licence granted to you under clause 7.1, all right, title, and interest (including all copyrights and other intellectual property rights) in the Services, Products 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 Services, Products, Materials, or copies thereof.
- 17.2 Except as specifically provided herein, you may not use the Services, Products or Materials retrieved from the Services and/or Products in any fashion that infringes the copyright or proprietary interests therein.
- 17.3 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Services and/or Products.
- 18. VARIATIONS**
- 18.1 Notwithstanding anything in clause 5.3 of this Agreement, the terms of this Agreement, and the Services and Products under any Order, can be varied by an addendum signed by duly authorised representatives of each party.
- 19. FORCE MAJEURE**
- 19.1 Neither party will be liable for any failure or delay in complying with any obligation under the Agreement (excluding any payment obligation) if the failure or delay arises directly from a Force Majeure Event.
- 19.2 A party, on becoming aware of the Force Majeure Event, shall:
- promptly notify the other party in writing of the nature of, the expected duration of, the obligation(s) affected by, and the steps being taken by that party to mitigate or remedy the Force Majeure Event;
 - use its reasonable endeavours to mitigate the effects of the Force Majeure Event on that party's obligations under the Agreement;
 - perform that party's obligations which are not affected by the Force Majeure Event; and
 - resume performance of any obligation affected by a Force Majeure Event as soon as practicable after the end of the Force Majeure Event.
- 19.3 We may cancel or suspend delivery of any ordered Service and/or Product in the event of any delay or non-performance due directly or indirectly to a Force Majeure Event.
- 20. DISPUTE RESOLUTION**
- 20.1 Except where a party seeks urgent interlocutory relief, a party may not start court or arbitration proceedings unless it has first followed the escalation procedure set out in clauses 20.2 to 20.4.
- 20.2 A party must, as soon as reasonably practicable, give the other party written notice (a "**Dispute Notice**") of any dispute, difference or claim arising out of or in connection with the Agreement (including as to the validity, breach or termination of the Agreement) or its subject matter ("**Dispute**"). Any such Dispute Notice must specify:
- the nature of the Dispute (including reasonable details of the Dispute); and
 - that party's suggestion for settling the Dispute.
- 20.3 Representatives of each party will meet to discuss and attempt to resolve in good faith any Dispute within 20 Working Days of receipt of a Dispute Notice. If the parties cannot resolve the Dispute within those 20 Working Days, then and only then shall clause 20.4 apply.
- 20.4 If this clause applies, either party may refer that Dispute to arbitration by a single arbitrator. The arbitration will be commenced by a party giving notice to the other party stating the subject matter and details of the Dispute and requiring the Dispute to be referred to arbitration. The arbitrator will be appointed by the parties, or failing agreement within 20 Working Days after, and exclusive of, the date of giving the notice, will be appointed at the request of either party by the president or vice-president for the time being of the Arbitrators' and Mediators' Institute of New Zealand or the nominee of such president or vice-president. The place of arbitration will be Auckland, New Zealand. Each party shall bear its own costs (including legal costs) associated with the arbitration process and, unless otherwise determined by the arbitrator, an equal share of the costs and expenses of the arbitrator.
- 20.5 The parties waive any right to seek a determination by the court of a preliminary point of law (pursuant to section 4, Second Schedule to the Arbitration Act 1996) and to appeal on a question of law (pursuant to section 5, Second Schedule to the Arbitration Act 1996).
- 21. NOTICES**
- 21.1 Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Services by the provider thereof. 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 Services; or on the date received, if delivered in any other manner. Notices to us should be sent to your LexisNexis account representative, or if you do not have an account representative to LexisNexis customer services, at LexisNexis, Level 1, 138 The Terrace, Wellington, 6011, New Zealand with a copy by email to customersupport@lexisnexis.co.nz. Notices to you, if sent by email or by post, shall be sent to the postal address or email address LexisNexis has on record.
- 21.2 Any change to your details, including name, invoice, delivery and site addresses must be notified to us in writing within 30 days of the date of the change.
- 22. GENERAL**
- 22.1 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.
- 22.2 Any waiver by us of any term of this Agreement 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.
- 22.3 You may not assign your rights or delegate your duties under this Agreement without our prior written consent.
- 22.4 This Agreement 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.
- 22.5 Subject to clause 20, 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. Other than set out in this clause 22.5, it is not intended that this Agreement should be enforceable by any third party.
- 22.6 If any one or more of the provisions of the Agreement is or becomes invalid, void, illegal, or unenforceable for any reason it will be deemed to be amended to the extent necessary to make it valid, legal or enforceable.
- 22.7 The Agreement will be enforced to the fullest extent permitted by applicable law. If anything in the Agreement is unenforceable, illegal or void then it is severed and the rest of the Agreement remains in force.
- 22.8 The Agreement (including all parts identified in clause 1.1) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties.

PART D

23. COMMONLY USED TERMS

23.1 Capitalised terms used throughout the Agreement shall have the meanings set out below (or as otherwise defined elsewhere in the Agreement):

"**Acceptance**" has the meaning set out in clause 4.1 of these General Terms and Conditions (and "**Accepted**" shall be construed accordingly).

"**Acceptance Date**" means the date on which we confirm to you that your Order has been Accepted by us.

"**Additional Terms**" has the meaning set out in clause 7.3 of these General Terms and Conditions.

"**Agreement**" means this agreement, made up of the parts identified in clause 1.1 of these General Terms and Conditions.

"**Authorised Printouts**" has the meaning set out in clause 8.1(b) of these General Terms and Conditions.

"**Authorised User**" means any person (including any of your employees, students, support personnel and barristers within your chamber (as relevant)) who is authorised by both you and us to access and use the Services and Products provided by us under this Agreement.

"**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.

"**Customer, you, your**" means the party identified as the Customer in the Order Form.

"**Delivery Charges**" has the meaning set out in clause 4 of the Terms of Trade.

"**Fee Earner**" means the number of your employees, students, support personnel and barristers within your chamber (as relevant) upon which we calculate the price of the Services and/or Product provided to you.

"**Folders**" has the meaning set out in clause 11 of these General Terms and Conditions.

"**Force Majeure Event**" means an event, the occurrence of which is beyond the reasonable control of the party claiming relief, excluding:

- (a) any event which the party affected could have avoided or overcome by exercising a standard of reasonable care at a reasonable cost;
- (b) a lack of funds for any reason; or
- (c) a strike or labour dispute involving the party relying on this provision (or that party's Subcontractor).

"**General Terms and Conditions**" means these general terms and conditions (comprising clauses 1 to 24).

"**Initial Term**" has the meaning set out in clause 5.1(a) of these General Terms and Conditions.

"**LexisNexis, we, us or our**" means LexisNexis NZ Limited.

"**LexisNexis Red**" is a digital loose-leaf Product.

"**Materials**" means the content and materials contained within any of the Services and/or Products.

"**Order**" has the meaning set out in clause 4.1 of these General Terms and Conditions.

"**Order Form**" means the "Order Form" (in the form set out on page 1 of this Agreement) which has been filled out by you and Accepted by us.

"**PAYG Subscription**" means a Product subscription whereby the Customer receives updated material in relation to encyclopaedic and loose-leaf services, journals and reports, as and when those updates become available.

"**Price**" has the meaning set out in clause 5.1 of these General Terms and Conditions.

"**Price Plan Period**" means:

- (a) for the Initial Term, the period of time indicated in the "Price Plan Period" table in the Order Form; and
- (b) for any Renewal Period, the period of time indicated in a Renewal Invoice.

"**Products**" means all of the printed or physical deliverables and LexisNexis Red that you have decided to purchase from us, as identified on the Order Form, and "Product" means any one of them, including any Materials.

"**Renewal Date**" has the meaning set out in clause 5.1 of these General Terms and Conditions.

"**Renewal Invoice**" has the meaning set out in clause 5.4 of these General Terms and Conditions.

"**Renewal Period**" has the meaning set out in clause 5.1 of these General Terms and Conditions.

"**Services**" means all of the services you have decided to purchase from us, as identified on the Order Form, and "Service" means any one of them, including any Materials.

"**Service Terms**" means:

- (a) any Supplemental Terms;
- (b) any Additional Terms; and
- (c) the terms set out in any Schedule of this Agreement (including any Exhibits and Annexures attached to those Schedules).

"**Supplemental Terms**" has the meaning set out in clause 7.2 of these General Terms and Conditions.

"**Term**" means the Initial Term and each Renewal Period.

"**Terms of Trade**" means the terms of trade applying to your use of the Products.

"**User**" means an Authorised User who is authorised by both you and us to access and use Lexis Draft and LexisNexis Red.

"**Working Day**" means any day other than a Saturday, Sunday or national public holiday in New Zealand.

24. CONSTRUCTION

24.1 In this Agreement, unless the context requires otherwise:

- (a) A reference to any document includes a reference to that document as amended or varied from time to time.
- (b) Headings appear as a matter of convenience and do not affect the meaning or construction of the Agreement.
- (c) The word "includes" or "including" does not limit the meaning of the words preceding it.
- (d) A reference to any monetary amount is a reference to New Zealand dollars unless expressly stated otherwise.
- (e) A reference to a party to the Agreement or any other document includes that party's personal representatives, successors and permitted assigns.
- (f) A reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporated.
- (g) The singular includes the plural and vice versa, and words importing one gender include the other genders.
- (h) A reference to a statute, enactment or any regulations is a reference to that statute, enactment or those regulations as amended, updated or substituted.
- (i) A reference to any document includes reference to that document (and where applicable, any of its provisions) as amended, novated, supplemented or replicated from time to time.
- (j) The words "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form, including email.
- (k) Where this Agreement contemplates that a party may elect, determine, authorise, approve, nominate or decide any matter or thing, that party may do so in its absolute discretion, unless this Agreement expressly requires otherwise.

Terms of Trade

GENERAL

1. These Terms of Trade apply only to the supply of Products to the Customer by us, other than contracts specified in clause 2 below. They supersede any previously issued versions of the Terms of Trade.
2. Where there is, in force, a separate written agreement concerning Products which has been signed by an authorised representative of ours, the terms of that agreement will, to the extent that there is any conflict between that agreement and these Terms of Trade, prevail over these Terms of Trade.
3. Subject to the warranties and guarantees contained in the General Terms and Conditions, the Customer acknowledges that the Products supplied may differ in nonmaterial respects from those advertised in our catalogue or other promotional material.

PRICE, PAYMENT AND CREDIT

4. Subject to clauses 5 and 6 below, and except to the extent expressly stated otherwise in any separate written agreement with LexisNexis or in your Order Form, the price payable for Products shall be the Price (determined in accordance with clause 5.1 of the General Terms and Conditions), less any discounts agreed in advance in writing by us and plus the applicable cost of packaging, postage and delivery ("**Delivery Charges**"). Prices and Delivery Charges are subject to change without notice. For the avoidance of doubt, Delivery Charges will not apply to the purchase of LexisNexis Red but the Customer will bear any associated download costs.
5. The price payable for updating Materials for Products shall be the price advised by us at the time of publication of any such updated Materials.
6. Where we make individual deliveries of Products or deliveries in instalments, the Customer may be invoiced separately for each delivery in which case, the Customer agrees to pay each invoice according to its terms.

SUBSCRIPTIONS

7. If the Customer has selected a PAYG Subscription, the Customer will be invoiced upon publication of the applicable update.
8. Despite any term to the contrary, Customers may terminate PAYG Subscriptions by providing 90 days' written notice at any time.
9. For Products that are updated by supplements between editions, when purchasing the main work, Customers will automatically be sent the updating supplement on publication and will be invoiced for these when received by us.

DELIVERY

10. Orders for Products are accepted by us subject to availability of stock and may be delivered in two or more instalments. Subject to the General Terms and Conditions, and to the maximum extent permitted by law, LexisNexis has no liability for any loss of trade or profit to the Customer as a result of delay in delivery or delivery of incorrect or faulty Products.
11. Delivery will be made to the address specified on the Order by the Customer or its agent, or to a carrier designated by the Customer, or to other such addresses as are notified to us from time to time.
12. Risk in Products passes to the Customer on delivery under clause 10 above. Title to Products will pass to the Customer on payment in full.
13. Time is not of the essence for delivery of Products and our liability for incorrect delivery or failure to deliver is limited in accordance with clause 13 of the General Terms and Conditions.

LOSS OR DAMAGE IN TRANSIT

14. Claims for damage to or partial delivery of or complete loss of consignment must be notified to us within 30 days of the date of invoice.

RETURNS

15. Returns of Products other than Products supplied under PAYG Subscriptions will be accepted for credit provided they are received at our warehouse within 30 days of the date of invoice, are accompanied by a copy of the returns note/invoice, have a valid authorisation code obtained from our Customer Services department before Products are returned and are in a condition fit for re-sale. Refunds will be given only where the Products are returned as above and there are no other amounts outstanding and due on the Customer's credit account with us. Downloads of LexisNexis Red cannot be returned.

LEXISNEXIS RED

16. If you have selected in the Order Form to purchase LexisNexis Red, in addition to all other rights granted under these Terms of Trade (excluding clauses 7 to 9) and the General Terms and Conditions, the following clauses apply to your use of LexisNexis Red.
17. Titles on LexisNexis Red that appear in your customer agreement or Order Form are licensed to you in perpetuity subject to this Agreement and subject to your continued compliance with the terms of the Agreement.
18. In order to access and use LexisNexis Red titles, you must download the LexisNexis Red mobile digital device software application and accept the LexisNexis Red mobile digital device software application ("**Red App**") terms and conditions ("**Red App Conditions**"), as may be amended from time to time, and which are available through the 'Terms and Conditions' link within the Red App.
19. Clause 8.1(c) of the General Terms and Conditions will not be applicable in respect of LexisNexis Red titles. 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.
20. Upon termination of a particular LexisNexis Red title subscription:
 - (a) you and your Authorised Users may continue to use the LexisNexis Red content purchased as at the date of termination and continue to use the Red

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 LexisNexis Red content that is lost or deleted by you; and
- (c) you will no longer receive content amendments, access to links within the title, updates to the LexisNexis 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 LexisNexis Red content from termination. You may only receive updates in the Red App, as made generally available without fee, from time to time.

For the avoidance of doubt, by maintaining each of your LexisNexis Red title subscriptions, you will receive updates to the content on those LexisNexis Red titles as and when available, as well as access to ongoing legal updates and technological changes to the Red App.

Schedule 1

[Attach Table of Services/Products here]

Schedule 2

If you have selected in the Order Form to purchase Lexis® Draft the following terms apply to your use of Lexis® Draft.

LEXIS® DRAFT AGREEMENT

1. Technical Requirements.

Lexis Draft includes various third party tools licensed to LexisNexis under the terms and conditions herein. Lexis Draft is proprietary software that integrates LexisNexis content directly within the Microsoft Corporation software applications Microsoft Outlook and Microsoft Word ("Software"). In order to use Lexis Draft, 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").

2. License.

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 Term subject to the terms of the Lexis Draft End User License Agreement attached hereto as Exhibit A and subject to the 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 Lexis Draft shall be subject to the terms of this Schedule.

3. Renewal.

This Addendum will automatically renew for a further period equal to the initial Licence Term specified herein in accordance with clause 2.2 of the General Terms and Conditions. If you do not renew this licence at the end of the Licence Term, if applicable, you may still have access to Lexis Draft however Customer will not be able to access the content and materials which would otherwise be available had the licence been renewed.

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 Lexis Draft, and must accept the end user licence terms set forth at Exhibit A on registration.

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 said 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 Lexis Draft 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:

(a) some portions of the Software licensed hereunder may make use of one or more aspects of a database of words referred to as WordNet®, from Princeton University. The following copyright notice applies to WordNet®:

WordNet 3.0 Copyright 2006 by Princeton University. All rights reserved. THIS SOFTWARE AND DATABASE IS PROVIDED "AS IS" AND PRINCETON UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, PRINCETON UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE LICENSED SOFTWARE, DATABASE OR DOCUMENTATION WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. The name of Princeton University or Princeton may not be used in advertising or publicity pertaining to distribution of the software and/or database. Title to copyright in this software, database and any associated documentation shall at all times remain with Princeton University and LICENSEE agrees to preserve same.

(b) The third party licensor may amend its terms of use at any time on reasonable notice, including without limitation by posting revised terms on its website at <http://www.wordrake.com/wordrake2eula.html> which amended terms you shall be binding on you.

2. COPYRIGHT. LexisNexis and its third party licensors and developers hold exclusive ownership of the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets incorporated in the Software's design and coding methodology including any documentation, user manuals, specifications or derivative works thereof. The Software is protected by United States and international copyright laws and international treaty provisions. This EULA does not grant you any ownership or intellectual property rights in the Software. All suggestions or feedback provided by the Customer to LexisNexis, its employees, agents or third party licensors with respect to the Software shall be the property of LexisNexis and/or its third party licensors and Customer hereby assigns the same to LexisNexis and/or its third party licensors. You may make one copy of the machine-readable form of the Software for backup or archive purposes and as such you must reproduce the original copyright notice with that copy.



3. REVERSE ENGINEERING. You agree that you will not, nor will you permit others to attempt to: (i) modify or translate the Software; (ii) decompile, decrypt or disassemble the Software or reduce the Software to human-readable form, (iii) create derivative works based on the Software; (iv) merge the Software with or into another product not approved for use by LexisNexis (excluding Microsoft Office); or (v) copy the Software except as expressly permitted by this EULA.

4. SOFTWARE SUPPORT.

4.1 As part of your licence of the Software, LexisNexis will provide the following support and maintenance for the Software in the first year commencing on the date you purchase the Software licence ("Support Services"):

(a) Product Support. LexisNexis will provide support services for the Software according to the support centre;

(b) Software Problem Resolution. If you report to LexisNexis that the Software does not function according to the user-level documentation for the Software ("Software Problem") and otherwise comply with Section 5, LexisNexis will investigate the Software Problem within a reasonable time after receiving proper notice from you, and sufficient information to identify the problem. LexisNexis will work to correct the Software Problem(s) that can be verified based on the information provided by you utilizing a system that meets the system requirements for the Software. If the investigation confirms the existence of a Software Problem, LexisNexis will use reasonable efforts to correct the Software Problem which may include implementing a temporary work-around. If LexisNexis, in good faith, determines that the Software Problem results from an error in the applicable user-level documentation, LexisNexis may correct the Software Problem by correcting that documentation.

(c) Software Updates and Upgrades. The license granted herein is only to the Software product offering specified on your Order Form. This license does not entitle you to have access or use of any other Lexis Draft software module or product. In order to ensure the proper operation of the Software in accordance with its written documentation, LexisNexis will provide you with patches, bug fixes, corrections and minor enhancements during the first 12 months from the date of purchase of the Software ("Updates"). Updates will be provided free of charge as they become commercially available from LexisNexis in the first 12 months. Thereafter, LexisNexis may continue to provide Updates free of charge at its discretion.

LexisNexis may also provide you with feature or functionality enhancements to the Software (an "Upgrade") as such Upgrades become commercially available from LexisNexis and which may be chargeable. LexisNexis's distribution of Upgrades and/or Updates to you does not entitle you to use more copies of the Software than the number of Licensed Users for which you have a valid licence. This license, including the release of any Update or Upgrade to the Software, does not entitle you to have access to or use of any other Lexis Draft software product. If you wish to use any other Lexis Draft software product, you may be required to execute an agreement with LexisNexis which contains the appropriate terms of use and charges for the applicable Lexis Draft software module/product. Your use of an Upgrade or Update is licensed in accordance with the terms and conditions of this EULA.

4.2 LexisNexis is not obligated to provide Support Services for any Software (a) that has been provided to you free of charge, (b) that has been altered other than by LexisNexis or at LexisNexis's direction, (c) that is more than one version out of date or (d) that has been discontinued.

4.3 LexisNexis retains the right to change or modify the Support Services offered herein at any time and from time to time upon thirty (30) days' written notice to you.

5. YOUR RESPONSIBILITIES.

5.1 The Support Services do not include, and you must provide at your expense unless otherwise expressly agreed by you and LexisNexis in writing: (a) installation, testing, and operation of the Software and all Upgrade and/or Updates; (b) isolation and documentation of Software Problems; (c) intranet resources, backup and restoration of your systems; and (d) modems and Internet access for LexisNexis's remote access and diagnosis of Software Problems, when necessary.

5.2 LexisNexis is not responsible for products provided to you by third parties, whether or not LexisNexis recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet your requirements will not affect either party's obligations under this EULA.

6. WARRANTY.

6.1 LexisNexis warrants that at the time of installation, the Software will operate substantially in accordance with the documentation provided with the Software on delivery as at the date of installation, unless performance problems are the result of hardware failure, improper use, or modification by you or your agents or contractors or due to your failure to install Updates. If the Software does not so operate substantially in accordance with this clause, your exclusive remedy and LexisNexis's sole obligation under this warranty shall be, in LexisNexis's sole discretion, either to replace the Software, to provide you with a bug fix or patch, or to refund the Licence Fee.

6.2 LexisNexis further warrants that Software Support will be performed in a professional manner, consistent with industry standards.

6.3 To the maximum extent permitted by law, we hereby exclude all other conditions, warranties, guarantees or representations, express or implied, by statute, trade or otherwise, including without limitation: LEXISNEXIS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE, UPGRADE OR UPDATE WILL MEET ANY PARTICULAR REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SOFTWARE, UPGRADE OR UPDATE (INCLUDING SOFTWARE WHICH LEXISNEXIS CREATES OR MODIFIES FOR YOU) WILL OPERATE UNINTERRUPTED OR BUG/ERROR-FREE, OR THAT THE SOFTWARE, UPGRADE OR UPDATE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM, SYSTEM OR APPLICATION. PORTIONS OF THE SOFTWARE HAVE BEEN DEVELOPED BY THIRD PARTIES AND SUCH PORTIONS ARE PROVIDED "AS IS." ADDITIONALLY, IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. ALL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET



FORTH HEREIN APPLY TO LEXISNEXIS'S SOFTWARE DEVELOPERS, SUBCONTRACTORS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND LEXISNEXIS ARE COLLECTIVELY RESPONSIBLE.

7. FEES AND PAYMENT FOR LICENCE.

7.1 Applicable fees and charges for the Software and the support services are set forth in your Order Form. Unless otherwise stated, the fees for the licence do not include any taxes, such as sales, use, or excise taxes and are non-refundable.

7.2 In the event LexisNexis sends you an invoice for the Licence Fees, you shall pay LexisNexis the net amount of each invoice in New Zealand dollars within 30 days after the date of the invoice. If you fail to pay any invoiced amount when due, LexisNexis may charge you interest on the unpaid balance from the date of the invoice until the date paid at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower.

8. TERMINATION.

The Agreement may be terminated in accordance with the LexisNexis General Terms and Conditions. Upon termination of the Agreement, you will promptly cease all use of the Software and will return all copies of the Software and documentation to LexisNexis or, at the option of LexisNexis, certify to LexisNexis in writing, signed by an executive officer, that all copies of the Software and documentation have been destroyed. Termination of the Agreement will not be an exclusive remedy and all other remedies will be available to either party whether or not the Agreement is terminated.

9. LIMITATIONS OF LIABILITY.

NOTWITHSTANDING THE TERMS CONTAINED IN THIS EULA, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL LEXISNEXIS, ITS PARENT, AFFILIATES, OR ANY OF ITS SOFTWARE DEVELOPERS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF LEXISNEXIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER LOCAL LAW, CERTAIN LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LEXISNEXIS'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE LICENCE FEE PAID BY YOU FOR THE PRECEDING TERM.

You agree that a material breach of the terms and conditions herein adversely affect the intellectual property rights of LexisNexis (or its third party licensor, if applicable) in the Software or confidential information and may cause irreparable injury for which monetary damages would not be an adequate remedy and as such LexisNexis shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law. In addition, you shall defend, indemnify and hold harmless LexisNexis (and/or its third party licensor, if applicable) and their officers, directors, employees, agents, affiliates, representatives, and distributors, from and against any and all suits, actions, claims, costs, damages, losses, liabilities and expenses (including legal fees) they may suffer or incur in connection with your breach of the licence terms in Sections 1 – 3 of this Agreement.

10. INDEMNITY. Subject to the terms herein, LexisNexis (or its third party licensor, if applicable), at its expense, shall defend Customer from any and all third party claims that the Software infringes or violates any third party intellectual property right in the country that the Customer purchased a license to the Software and shall indemnify Customer from any amounts assessed against Customer in a resulting judgment or amounts to settle such claims, provided that Customer: (a) gives prompt written notice of any such claim; (b) permits LexisNexis to control and direct the defense or settlement of any such claim; and (c) provide all reasonable assistance in connection with the defense or settlement of any such claim, at its expense. If Customer's use of the Software is (or in LexisNexis' opinion is likely to be) enjoined, then, at its expense and in its sole discretion, may: (i) procure the right to allow Customer to continue to use the Software, or (ii) modify or replace the Software or infringing portions thereof to become non-infringing, or (iii) if neither (i) nor (ii) is commercially feasible, terminate Customer's right to use the affected portion of the Software.

To the extent any infringement claim is based upon or arises out of: (i) any modification or alteration to the Software not made by LexisNexis or its third party licensors; (ii) any combination or use of the Software with products or services not approved by LexisNexis in writing; (iii) Customer's continuance of allegedly infringing activity after being notified thereof; (iv) Customer's failure to use any Updates made available by LexisNexis; and/or (v) use of the Software not in accordance with the applicable documentation or outside the scope of the license granted under this Addendum. The remedies set forth in this Section constitute Customer's sole and exclusive remedies, and LexisNexis' entire liability, with respect to infringement or misappropriation of third party intellectual property.

11. EXPORT RESTRICTIONS. You agree that you will not permit use of or export, directly or indirectly, re-export, divert or transfer the Software in violation of any applicable export control law or regulation, including without limitation, the U.S. Export Administration Regulations ("Export Controls").

12. MISCELLANEOUS.

12.1 LexisNexis (or its third party licensor, if applicable) retains sole title to and ownership of the Software and all components, all related information furnished to you under this Addendum, and all related copyrights, trade secrets, and other intellectual property.

12.2 LexisNexis furnishes products and services to you under this EULA on a non-exclusive basis. LexisNexis may directly or indirectly furnish the same or similar products and services to other parties doing business within or outside the vertical, horizontal, or geographic markets in which you do business.

12.3 Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Software. 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 Software; or on the date received, if delivered in any other manner. Notices to us should be sent to your LexisNexis account representative, or if you do



not have an account representative to LexisNexis customer services, at LexisNexis, Level 1, 138 The Terrace, Wellington, 6011, New Zealand with a copy by email to customersupport@lexisnexis.co.nz. Notices to you, if sent by email or by post, shall be sent to the postal address or email address LexisNexis has on record.

12.4 Any change to the customer details, including name, invoice, delivery and site addresses must be notified to us in writing within 30 days of the date of the change.

12.5 Each party shall submit requests for approvals, consents, and waivers to the other party in writing in a timely manner. No approval, consent, or waiver under this EULA shall be enforceable unless set forth in a writing signed by an Authorised representative of the granting party. A waiver of a default of any term of this EULA shall not be construed as a waiver of any succeeding default of that term or as a waiver of the term itself. A party's performance after the other party's default shall not be construed as a waiver of that default. No approval, consent, or waiver shall be deemed to have been given by implication and neither party shall be liable for delays in responding to, failures to respond to, or denials of those requests.

12.6 LexisNexis acknowledges and agrees that (i) all documents and communications sent by you to the Lexis Draft server are confidential; and (ii) legal professional privilege may attach to them. LexisNexis will use reasonable endeavours to maintain the confidential nature of such documents and communications, including ensuring proper and secure storage for documents and communications whilst in its control. Whilst LexisNexis strives to maintain the security and integrity of its IT systems and databases in accordance with good industry practice, no IT system or telecommunication network can be guaranteed. To the extent that any such documents and communications are privileged, such documents and communications are provided:

- a) solely for the purpose of providing you with the Software, which for the avoidance of doubt, does not include using or disclosing such documents and communications in any proceedings whatsoever; and
- b) without waiver of any legal professional privilege belonging to you, under the Evidence Act 2006, at common law or otherwise (except to the extent inherent in providing the documents and communications to LexisNexis for the limited purpose set out in (a) above).

12.7 LexisNexis excludes all liability for breach of confidentiality or security if the breach is caused other than by a negligent act or omission of LexisNexis.

12.8 You acknowledge that the Software contains confidential and proprietary information and trade secrets belonging to LexisNexis or its third party licensors and that such information and trade secrets are being provided to you on a confidential basis. You shall maintain the confidential nature of the Software and any documentation which are provided for your own internal use under this license in the same manner you would protect your own confidential material.

12.9 Each term of this EULA is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is unenforceable under applicable law, that determination shall not affect the enforceability of the other terms of this EULA.

12.10 This EULA, together with the Order Form and any Referenced Terms, constitutes the complete agreement between the parties concerning this subject, and supersedes all earlier oral and written communications between the parties with respect to this subject.

12.11 Neither party shall assign its rights or delegate its duties under this EULA without the prior written consent of the other party, except that LexisNexis may assign this EULA to an affiliate or to its successor by merger or to the transferee of substantially all of its stock or assets without your prior consent. Any assignee or delegatee shall be subject to the same obligations, restrictions, and limitations to which the assignor or delegator is subject, and no assignor or delegator shall be released from liability under this EULA by reason of any such assignment or delegation. This EULA shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

November, 2015