

<i>This column includes notes to help you navigate and understand these terms. These notes are not legally binding and do not affect the interpretation of the terms</i>	
<i>Parties to the contract</i>	These General Terms and Conditions form part of the agreement between LexisNexis, a division of RELX (Singapore) Pte. Ltd. (“we”, “us”, “our” or “LN”) and the customer entity named on the Order Form (“you”, “your” or “Customer”). In these General Terms and Conditions, references to the “Agreement” mean these General Terms and Conditions and any Additional Terms, including your Order Form (see clause 1.7).
<i>What these terms cover</i>	These General Terms and Conditions apply to the use, by you and your Authorised Users, of the online subscription services and products supplied by LN (“Services”) and the materials available therein (“Materials”) (including Output, defined in clause 4.5).
	1 LICENCE; RESTRICTIONS ON USE
<i>Your licence is subject to restrictions</i>	1.1 You are granted a non-exclusive, non-transferable, limited licence to permit your Authorised Users (defined below in clause 2.1) to access and use, in the ordinary course of your operations, the Services and Materials made available to you during the Term and subject to the restrictions in the Agreement
<i>What you may do</i>	1.2 Subject to all other restrictions in the Agreement, you may: (a) only when performed via the functionality within the Services: (i) share Materials with other Authorised Users; (ii) make printouts of the Materials; and (iii) download Materials; and (b) only when downloaded or printed using the functionality within the Services: (i) on a reasonable, non-systemic basis that is not commercially prejudicial to us, provide Materials to persons who are not Authorised Users; (ii) excerpt or quote insubstantial portions of the Materials; (iii) store Materials to the extent that they have been incorporated into specific work product; and (iv) store Materials to the extent required for legal or regulatory compliance.
<i>What you may not do</i>	1.3 You may not: (a) access or use the Services via mechanical, programmatic, robotic, scripted or any other automated means; (b) except under clauses 1.2(b)(iii) and 1.2(b)(iv): (i) store Materials in a database; or (ii) store Materials for more than 90 days; (c) offer any part of the Services or Materials to any third party for commercial resale or commercial redistribution; (d) use the trademarks, service marks or logos of LN, its affiliates or third-party licensors without express prior written consent; (e) remove or obscure copyright or other notices contained in the Materials; (f) attempt to reverse engineer or otherwise derive any of the computer programs, source code or methodology related to the Services; (g) use the Services or Materials in conjunction with large language models, machine learning models, generative artificial intelligence, or other similar technologies (“AI Technology”) except in accordance with this clause. Use of the Services or Materials in conjunction with AI Technology is only permitted when: (i) the Services and/or Materials remain under the control of the Customer and are not provided to third parties; and (ii) the Services and/or Materials are not used to train (or facilitate the training of) AI Technology; and (iii) such usage occurs on an incidental basis only. For the purpose of this clause 1.3(g), AI Technology does not include LN Services. (h) use the Services or Materials to compete with LN; or (i) use the Services or Materials in violation of applicable law, third party rights or in a manner that infringes the copyright or proprietary interests therein.
<i>Intellectual property rights in the Services and Materials,</i>	1.4 To the extent permitted by law, 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. LN grants no rights to you or third parties except as provided in the Agreement. 1.5 LN does not claim intellectual property rights in any Customer Information (defined in clause 4.7) contained in Output (defined in clause 4.5).
<i>Third party terms may apply</i>	1.6 Some of the Materials we provide are prepared by third parties and those third parties require you to agree to their terms, subject to applicable laws, as a condition of allowing us to provide those Materials to you. The terms of those third parties are set out set out at https://www.lexisnexis.com/en-us/terms/supplemental.page (“Supplemental Terms”). It is your responsibility to access the Supplemental Terms and determine which of those terms, if any, apply to the Services or Materials.
<i>Additional terms which apply to the Agreement</i>	1.7 Other provisions that govern you and your Authorised Users’ use of the Services and Materials are set forth in your Order Form (including any terms and conditions displayed during any online order process and any agreed addendum), the Supplemental Terms, online

<i>with us, and order of precedence</i>		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 the Agreement. To the extent there is any inconsistency between the Additional Terms and the Agreement, the Additional Terms prevail in the order that they appear above.
	2	ACCESS TO SERVICES
<i>Definition of Authorised User</i>	2.1	" Authorised User(s) " mean natural persons who are your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Services and Materials or Academic Users (as applicable), and your reasonable additional employees and support personnel authorised by both us and you but expressly excludes persons prohibited from access in accordance with clause 2.3 below.
<i>Definition of Fee Earner</i>	2.2	" Fee Earner " means a natural person/professional employee at a firm of lawyers, accountants, consultants, or other professionals who generates fee-based revenue for such firm on a full-time, part-time, or contract basis, but does not include paralegals or other paraprofessionals or other staff workers. A Fee Earner at a corporation or government is a natural person/employee who will be issued an ID to use the Services.
<i>No access for persons subject to sanctions</i>	2.3	You agree to the following sanctions representations and warranties: https://www.lexisnexis.com/global/sanctions-clause/en.page
<i>You are responsible for Authorised Users</i>	2.4	You must ensure that each person having access to the Services and Materials through your subscription: (a) is an Authorised User; and (b) is using those Services and Materials only in accordance with the Agreement.
	2.5	You will be responsible for any use of the Services and Materials through your subscription.
<i>User IDs are personal and confidential to the individual. We may cancel any IDs that are shared with other persons, and you may be liable for additional charges for unauthorised use</i>	2.6	We may provide access to the Services and Materials via identification numbers and passwords (" LN ID ") or other methods. Any LN ID issued by us to an Authorised User is personal and confidential to that Authorised User. You will use reasonable commercial efforts to prevent unauthorised use of LN ID assigned to your Authorised Users and will promptly notify LN, in writing, if you suspect that a LN ID is lost, stolen, compromised, or misused. If we suspect that any LN ID is being used by an unauthorised user or a different Authorised User to the person to whom it was issued, that LN ID may be cancelled and you may be liable for additional charges as determined by LN, in respect of any such unauthorised use.
<i>Authorised Users have a limited right to access the content outside of Singapore and you agree to indemnify us for such use.</i>	2.7	To comply with local privacy, data protection and other laws, each LN ID or other method of access to the Services and Materials is country specific and may not be used to access the Services and Materials outside the country for which it is issued, except for short periods not to exceed 30 continuous days. If we suspect an LN ID or other method of access is being used to access the Services and Materials outside the country for which it is issued for a period in excess of 30 continuous days, we may suspend the relevant access. You agree to indemnify and hold us harmless from any loss, claim, liability, or damage arising out of any use of the Services and Materials outside the authorised country of access for which the LN ID or other method of access was issued.
<i>Authorised Users can only access subscribed content</i>	2.8	Your LN ID(s) or other access method(s) may be restricted from accessing certain Materials for which you have not subscribed, but which would otherwise be available in the Services.
<i>Changes to the Materials and Services</i>	2.9	Materials and features may be added to, enhanced, or withdrawn from the Services and the Services may otherwise be changed without notice.
	3	TERMS FOR SPECIFIC SERVICES
<i>Additional terms for PSL</i>	3.1	For Customer subscribing to PSL, the following additional terms apply: (a) If we answer a query raised by you through our LexisAsk service (or otherwise), you shall not provide this, or any answer supplied by us to you to any client or other third-party or permit any client or other third-party to be aware of or rely upon our provision of such an answer. You must consider all answers using your professional skills, and where used by you, you will do so at your own risk. You recognise and accept that we may give answers to the same or similar queries asked by any of our customers and that any conflict which might arise between customers is waived.
<i>Additional terms for the Lexis+ AI® Service – Protégé™ AI Assistant</i>	3.2	For Customers subscribing to the Lexis+ AI Service, the following additional terms apply: (a) The Lexis+ AI Service is an integrated solution for legal drafting, researching and insights. The Service includes the Protégé Legal AI and Protégé General AI features, each of which may be accessed via separate toggles within the Lexis+ AI Service. (b) Clauses 4.5 to 4.8, relating to the protection of your Prompts, Customer Documents and Customer Information, apply equally to Protégé Legal AI and Protégé General AI. Protégé Legal AI (c) Protégé Legal AI utilises multiple legal-tuned AI models, grounded in LN legal content. Protégé General AI (d) Protégé General AI brings together leading general-purpose AI models, grounded in web and other third-party content. (e) The Protégé General AI feature may include links to or content from websites or services operated by third parties unaffiliated with LN. LN does not control, endorse, or assume responsibility for any content within the Protégé General AI feature, including its accuracy, completeness, legality, reliability or availability and the warranties given by LN at clauses 4.1 and 4.2 below are expressly excluded. You acknowledge that Output generated by Protégé General

	(f) AI may contain content subject to third-party intellectual property rights that could limit your use of such Output. Use of any content within the Protégé General AI feature is at your own risk. The licencing terms and restrictions at clause 1 and the third-party rights at clause 7.7 of the Agreement do not apply to Protégé General AI Output, except to the extent that such Output contain LN content.
<i>Additional terms for Folders</i>	3.3 The Services may contain a feature that will allow your Authorised Users to create work folders or workspaces (" Folders ") from research sessions that are associated solely with their respective LN 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. Your Authorised Users may also share the Folders with third party LN 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. 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.
	4 NATURE OF THE SERVICES
<i>We warrant that we have the right to make the Services available</i>	4.1 We represent and warrant that we have the right and authority to make the Services and Materials available to you pursuant to the Agreement, except where expressly disclaimed (see clause 3.2(e))
<i>What to expect from our Services and Materials</i>	<p>4.2 Except where expressly disclaimed (see clause 3.2(e)), we will use commercially reasonable endeavours to ensure that the Services and Materials we provide are available, up to date and error free, however, you acknowledge that:</p> <ul style="list-style-type: none"> (a) Materials analysing the law will only be current to the date recorded in the relevant Material. (b) Despite our use of such commercially reasonable endeavours, errors in, or interruptions to the availability of, the Services and Materials may occur. (c) We compile some of the Services and Materials from content prepared by third parties. In such cases, we do not verify that their content is accurate and free of omissions. In addition, we may not be authorised to amend the content prior to publication. However, we will use commercially reasonable endeavours to verify that third parties we engage have appropriate skills and expertise to prepare the relevant content. (d) The Services and Materials are provided for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgement or to provide legal advice with respect to particular circumstances. To the extent permitted by law and subject to clause 4.1, the Services and Materials are provided on an "as is", "as available" basis and we exclude all representations, warranties and guarantees implied by statute, trade or otherwise, including without limitation that the Services and Materials are or will be appropriate for any particular or actual circumstances, 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. (e) Some of the Services and Materials utilise artificial intelligence ("AI") and related technologies, including generative AI, to collate and organise, create summaries, provide analysis and otherwise manipulate or provide functionality, and to provide various features, including content creation such as draft emails, contract clauses, summaries or other legal documents ("AI Services"). LN may provide responsive search results based on natural language queries or Prompts (defined in Clause 4.5) that Authorised Users provide while using the Services. AI systems may not always be accurate or error free; therefore, Authorised Users remains responsible for verifying and cross-referencing any information produced in AI Services.
<i>We are not a law firm, and we are not providing legal services</i>	4.3 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, the Materials, or the Agreement nor any receipt or use of the Services 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.
<i>No enforcement by third parties except as provided</i>	4.4 Except as provided in the Agreement, it is not intended that the Agreement between us and you should be enforceable by any third party.

<i>Your Prompt, Documents and Information</i>	<p>4.5 "Output" means content created through your use of the generative artificial intelligence features of the Services. "Prompts" means the information or commands entered into the Services by Authorised Users to generate or edit Output. Authorised Users may delete Prompts and Output at any time.</p> <p>4.6 "Customer Documents" means files that you or your Authorised Users upload to the Services (but do not include Prompts). Unless stated otherwise, Customer Documents will be:</p> <ul style="list-style-type: none"> (a) secured in transit and at rest; and (b) except where required to be retained by law, purged: <ul style="list-style-type: none"> (i) by LN within a reasonable time, having regard to the nature of the relevant feature; or otherwise (ii) upon deletion by the Authorised User. (c) Upload functionality for Customer Documents may be subject to technical limitations, such as document format limits. <p>4.7 "Customer Information" means Prompts and Customer Documents together. Except to the extent that Customer Information contains LN content, LN:</p> <ul style="list-style-type: none"> (a) does not claim any ownership rights in Customer Information; (b) will, and will ensure that its third-party technology suppliers are obliged to, ensure that Customer Information: <ul style="list-style-type: none"> (i) remains within the controlled environment of LN or its third-party technology suppliers; (ii) is not made public or provided to any other user except for the originating Authorised User, unless instructed to do so by that Authorised User; and (iii) is not used to train any AI Technology. <p>4.8 We are not obliged to store, maintain, back-up, retrieve or restore any Customer Information or Output that is lost or deleted by Authorised Users.</p>
	5 LIMITATION OF LIABILITY
<i>Our liability to you for breach of clause 4.2</i>	<p>5.1 Our liability to you for breach of our obligations under clause 4.2 above is limited to any one of the following as determined by us:</p> <ul style="list-style-type: none"> (a) the supply of the Services again; or (b) the payment of the cost of having the Services supplied again.
	<p>5.2 A party's liability to the other for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that the other, or the other's affiliates, Authorised Users (if applicable), or officers, directors, employees, subcontractors, agents, successors or assigns caused or contributed to that loss or damage by their breach of contract, negligence or other act or omission which is wrongful at law.</p>
<i>Liability for consequential loss is excluded</i>	<p>5.3 Subject to clause 5.5, neither party (or the Covered Party) will be liable for any "indirect loss" being:</p> <ul style="list-style-type: none"> (a) loss of profits, contracts, business, revenue, goodwill, anticipated savings, business information or data; or (b) any loss not arising naturally or according to the usual course of things from the relevant breach, act or omission in connection with the Agreement or the Services and Materials whether or not such loss may reasonably be supposed to have been in the contemplation of both parties at the time they agreed to the Agreement as the probable result of the relevant breach, act or omission, and each party agrees that except as permitted by clause 5.5, it will not bring a claim for such indirect loss.
<i>There is generally a cap on the parties' liability</i>	<p>5.4 Subject to clause 5.5, the aggregate liability of a party (or the Covered Party) to the other party whether for breach of the Agreement, in tort (including negligence) or otherwise, arising under or in connection with the Agreement shall not exceed the greatest amount payable by you in any rolling 12-month period under the Agreement.</p>
<i>Limitations on liability do not apply in certain cases</i>	<p>5.5 The limitations of liability in clauses 5.3 and 5.4 do not:</p> <ul style="list-style-type: none"> (a) apply to any liability for breach of clause 1 (licence; restrictions on use), 2.3 (sanctions), 4.2 (our warranty), 7.2 (confidentiality); (b) apply to any liability for breach of clause 2.4(b) due to your failure to ensure persons having access to the Services and Materials through your subscription are using those Services and Materials in accordance with the clauses specified in this clause 5.5(a); or (c) limit our ability to recover from you the charges payable by you under the Agreement (and the charges we would have received but for your breach of the Agreement or our termination of the Agreement due to your breach).
<i>Definition of Covered Party</i>	<p>5.6 In the Agreement, "Covered Party" means:</p> <ul style="list-style-type: none"> (a) us, our affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of us or our affiliates; (b) your officers, directors, and employees; and (c) 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.
	6 TERM AND TERMINATION
<i>The Agreement is for the Initial Period specified in your Order Form</i>	<p>6.1 The term of the Agreement is for the Initial Period specified in your Order Form ("Term") and any Renewal Period (as defined below).</p>
<i>You cannot cancel a subscription or Services during the Term</i>	<p>6.2 Subject to any rights of termination you may have, you may not cancel a subscription or change the delivery or access format for the Services during the Term.</p>

<i>The Agreement will auto-renew for additional 12-month terms, unless terminated in accordance with clause 6.5</i>	6.3 The Agreement: (a) Will automatically renew on the date following the expiration of the Term for additional 12-months term (each a "Renewal Period") unless you provide us with a notice of termination in accordance with clause 6.5. (b) For any Renewal Period, the price payable for the Services and Materials will be the price payable in the immediately preceding year, plus an annual percentage increase (or adjustment to reflect your actual usage level for that preceding year, whichever is the higher). (c) A pre-determined annual increase may be specified in the Agreement or your Order Form or, if not, such increase will be notified to you before the Renewal Period.
<i>Either party may terminate for material breach, with 14 days' notice.</i> <i>We can suspend the Service or Materials if you breach the Agreement</i>	6.4 A party (" Terminating Party ") may terminate the Agreement (including the subscription for access to the Services and Materials): (a) In the event of a material breach of any provision of the Agreement by the other party (" Breaching Party "), provided that the Terminating Party has provided written notice of the breach to the Breaching Party and the Breaching Party fails to remedy the breach within 14 days of such notice. A material breach includes, but is not limited to, failure to perform a payment obligation and any infringement of intellectual property rights. For the avoidance of doubt, multiple non-material breaches in aggregate may constitute a material breach. (b) LN may suspend providing the Services or Materials to you for any period that we reasonably believe you are in material breach of the Agreement, starting from the date that we issue notice to you. (c) Nothing in this clause is intended to limit our right to immediate termination or suspension in accordance with clause 2.3 (sanctions) or your payment obligations under the Agreement. If you fail to comply with any of your payment obligations in this Agreement any charges due shall become payable immediately and we will pursue any remedy legally available to us and seek our legal costs and other expenses incurred from you.
<i>You can terminate by giving notice at least 90 days prior to the start of the next Renewal Period</i>	6.5 You may terminate the Agreement (in whole or in part) by giving us at least 90 days' written notice, to expire the day before the commencement of the next Renewal Period.
<i>We can terminate at any time on 60 days' notice</i>	6.6 LN may terminate the Agreement (in whole or in part) by giving at least 60 days' written notice.
<i>Our obligations to you on termination</i>	6.7 If the Agreement is terminated, or any Services or Materials are cancelled without a reasonable replacement, for any reason other than by us under clause 6.4 our only obligation to you will be the pro rata refund to you of any relevant charges that you have paid in advance.
<i>Effect of termination. Clauses that survive termination</i>	6.8 On termination of the Agreement: (a) any licence granted under the Agreement, other than any perpetual licence, terminates; and (b) clauses 1.4 (right, title and interest), 5 (limitation of liability), 7.2 (confidentiality); 7.6 (jurisdiction) of the Agreement, and any other clauses which should, by their nature, survive termination, shall survive.
<i>We have additional termination rights where you have signed up online</i>	6.9 For Customers who have entered the Agreement online via LNs' online marketplace available at https://store.lexisnexis.com/en-my/subscription , in addition to any other termination rights we may have, we reserve the right to immediately terminate the Agreement (in whole or in part) if: (a) any material information, documents or confirmation provided by you during the online order process are found to be inaccurate or misleading; or (b) you fail to perform a payment obligation in accordance with the Agreement.
	7 OTHER
<i>How we can amend the Agreement</i>	7.1 LN may make the following changes: (a) We may make changes to the Agreement that we consider, acting reasonably and in good faith, are typographical or non-substantive changes without notice. (b) Subject to clause 7.1(c), we may make substantive changes to the Agreement at any time by providing at least 7 days' notice of the changes. (c) If we consider, acting reasonably and in good faith, that a change made pursuant to clause 7.1(b) is detrimental to you, notwithstanding anything in clause 7.3, we will provide notice by email to your nominated LN account contact at the email address we have on record. (d) In addition to any other termination rights, you may have under the Agreement, if a change to the Agreement is detrimental to you, you may within 30 days of the date on which we issued the notice of the change terminate the Agreement with immediate effect by providing notice in writing (including during Term) to us. For the avoidance of doubt, all changes notified to you will apply from the effective date provided in the notice to you, until the date of termination by you under this clause.
<i>The terms of the Agreement are confidential</i>	7.2 Neither party will disclose to any third-party details of the Agreement or any of the negotiations undertaken in relation to the Agreement, including any pricing or discounting terms, without the prior written consent of the other.
<i>How we may give each other notices</i>	7.3 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 will be deemed to have been properly given on the date mailed, emailed, or displayed in the Services (as applicable); or on the date received, if delivered in any other manner. Notices to us should be sent by email to help.sg@lexisnexis.com or to your account representative. Notices to you, if sent by email or by post, shall be sent to the postal address or email address we have on record. You agree to keep your contact information up to date and to notify us of any changes to your postal and email address for notices.

<i>No future waiver</i>	7.4	The failure of us or any third-party supplier of Materials to enforce any provision of the Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it later.
<i>Assignment by you</i>	7.5	You may not assign your rights or delegate your duties under the Agreement or any Additional Terms without our prior written consent.
<i>The laws of Singapore apply</i>	7.6	The Agreement shall be governed by and construed in accordance with the laws in force in Singapore and each party submits to the non-exclusive jurisdiction of the courts of Singapore.
<i>Third parties may assert and enforce the Agreement</i>	7.7	Where applicable, each affiliated company of LN and each third-party supplier of Materials has the right to assert and enforce clause 1 (licence and restrictions on use) of the Agreement.
<i>Data protection</i>	7.8	You are responsible for the legality of the personal data that you or your Authorised Users provide to us. To the extent that you or your Authorised Users provide personal data to us for account registration or otherwise, the parties acknowledge and agree that we will process such information in accordance with the data protection laws, the LN Privacy Policy at https://www.lexisnexis.com/global/privacy/privacy-policy.page and the LexisNexis Data Processing Addendum at https://www.lexisnexis.com/global/privacy/processing-terms.page ("DPA"). Terms used but not defined in this clause shall have the meanings ascribed to them in the DPA.
<i>Capitalised terms</i>	7.9	Capitalised terms not defined in the Agreement have the meaning given to those terms in your Order Form.
<i>Severability</i>	7.10	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.
<i>Entire Agreement</i>	7.11	The Agreement constitutes the entire agreement between the parties concerning the subject matter and supersedes all previous communications, representations, inducements, undertakings, agreements, or arrangements between the parties.
<i>Credit Checks</i>	7.12	You hereby authorise LN to conduct credit checks with third parties as LN deem appropriate in order to provide you with access to the Services. These credit checks can be conducted at any time by LN during the term of the Agreement. Subject to Clause 6.4, if you do not pay the undisputed invoiced amount in full within the time stipulated in the invoice, LN may, a) charge interest on amounts outstanding at a rate equal to 1.5% per month or the highest rate permitted by law; and b) submit your account to a collection agency. LN will seek our legal costs and all other expenses including but not limited to the amounts that LN pays to any collection agency to act on LN's behalf.
<i>Merger or Other Combination.</i>	7.13	If you merge or combine your business with another subscriber to the Services, this Agreement will remain in effect and continue under its current terms unless a new arrangement is negotiated in good faith with LN. Additionally, you must inform LN in writing of any changes to your business name and/or contact details within 14 days of such change.
<i>Parties not privy to this Agreement</i>	7.14	Nothing in this Agreement shall be deemed to create any right in any person or entity that is not a party to this Agreement except as specifically provided in this Agreement and this Agreement shall not be construed in any respect to be an agreement in whole or in part for the benefit of any other party, person, or entity. No consent of third-party is required for any variation or termination of this Agreement and the application of the Contracts (Rights of Third Parties) Act 2001 of Singapore is hereby specifically excluded.
8 TERMS SPECIFIC TO ACADEMIC INSTITUTION		
<i>Definition of Academic Users</i>	8.1	"Academic User" means enrolled students, active faculty, and administrative staff, as applicable based upon Customer's specific subscription. In addition, for Customers whose subscription includes access to their on-campus libraries, the term Academic User may also include walk-in library patrons at Customer's onsite library provided that all such use by walk-in library patrons is occasional and insubstantial, initiated by the patron, and is not detrimental to the interests of LN. All such usage of the Services by walk-in patrons must be on-site at the library. Customer shall notify LN in writing of any material change in the number of Academic User certified herein and the subscription fees may increase/decrease accordingly. Upon the request of LN, Customer will recertify the current total number of Academic Users at Customer's department/location. If applicable, at LN's request from time to time, Customer shall confirm its then-current full-time enrollment to LN in writing.
<i>Type of Academic Institution access</i>	8.2	LN may provide access to the Services only by one or more of the following methods: (a) Authorised User ID and password. (b) Internet Protocol ("IP") domain address filtering, whereby Customer provides LN with IP addresses registered to Customer and vouchsafes that these IP addresses are associated only with sites controlled by Customer, which include but not limited to static IP Address or IP-Based Authentication (c) Proxy Server IP address filtering, whereby Customer provides LN with IP addresses of a proxy server belonging to or operated on behalf of Customer and vouchsafes that proxy server access is granted only to Authorised Users located at Customer or to remote users that have been authenticated as Authorised Users by Customer, using a secure patron authentication system. (d) Security Assertion Markup Language (SAML) – primarily for single sign-on (SSO) whereby allows Customer to log in once with a single set of credentials and access to multiple systems including the Services.

<i>You are responsible for your Academic Users/ Authorised Users</i>	8.3 You are responsible for all use of the Services accessed via the designated IP addresses, including associated charges, whether by Authorised Users or others. You will make reasonable commercial efforts to prevent unauthorised access to the designated IP addresses and will promptly notify LN, in writing, if you suspect that access security for a designated IP address has been compromised or if a designated IP address is no longer assigned to you.
<i>Trial Access Terms (if Trial access is approved by LN)</i>	<p>9 TERMS SPECIFIC TO TRIAL ACCESS</p> <p>9.1 The Customer hereby places an order with LN for a free trial for a subscription to the Services and Materials for the duration of the trial period specified in the Trial Access Form or otherwise agreed by LN. ("Trial Period").</p> <p>9.2 Customer's order is subject to acceptance by LN which will be evidenced by the issuance of LN ID to Customer (or other approved access method).</p> <p>9.3 For the purposes of trial access in this Agreement, "Authorised User(s)" means the users specified in the Trial Access Form.</p> <p>9.4 The Agreement contain restrictions on the use of the Materials, including, without limitation, restrictions on displaying, printing, downloading and retaining the Materials. Upon the expiry of the Trial Period, Customer must delete and destroy any Authorised Printouts and any machine-readable copies of the Materials in the possession or control of the Customer or its Authorised Users.</p> <p>9.5 LN has no obligation to continue to provide access to the Services or Materials for the Trial Period or otherwise. Your access to the Services and Materials during the Trial Period may be withdrawn at any time without notice.</p> <p>9.6 Notwithstanding any other clause herein, the Agreement:</p> <ul style="list-style-type: none"> (a) will terminate upon the expiry of the Trial Period. (b) will not auto renew; and (c) will not be subject to any subscription fees.