

LexisNexis General Terms and Conditions
Effective 1st May 2021

The terms and conditions listed below (“General Terms”) govern the use of the online services (the “Online Services”) and materials available therein (“Materials”) provided by LexisNexis Business Information Solutions B.V. and its affiliated companies (collectively “LN”). The terms “You” and “Your” in uppercase or lowercase shall mean the entity or person (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement (“Agreement”) with LN. The Agreement consists of the respective order form (“Order Form”) and these General Terms.

1. LICENSE; RESTRICTIONS ON USE

- 1.1 You and Your Authorised Users (and Authorised Readers if applicable) (defined below in section 2.1.(a) and 2.1. (b) are granted a nonexclusive, non-transferrable, limited license to access and use for research purposes the Online Services and Materials made available to You. The rights of use for some Materials might be subject to additional terms set forth at <https://www.lexisnexis.com/en-us/terms/supplemental.page> (“Supplemental Terms”). Materials are only licensed content that LN has licensed from third party suppliers. In the event that LN gives access to Web Content, it shall not constitute Materials under the General Terms. Web Content means content available on the open web including online news articles, press releases, social media content, and web postings by third parties, which is accessible through the Online Services for display via an Access Link.
- 1.2 This license includes:
- (a) The right to electronically display Materials retrieved from the Online Services for the Authorised User’s individual use;
 - (b) The right to email, fax, download or make printouts of the Material using the commands of the Online Services (collectively, “Authorised Printouts”);
 - (c) With respect to Materials that are court cases, court rules, court briefs, agency issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories (collectively, “Authorised Legal Materials”), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorised User’s exclusive use, a single copy of insubstantial portions of those Authorised Legal Materials to the extent the storage of those Authorised Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorised Legal Materials are needed for purposes contemplated under the Agreement;
 - (d) With respect to all Materials other than Authorised Legal Materials, the right to download using the commands of the Online Services and store in machine readable form for no more than 90 days, primarily for that Authorised User’s exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms;
 - (e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of Your business to the extent permitted by applicable copyright law; (2) distribute Authorised Printouts to persons who are not Authorised Users (including by emailing through the functionality of the Online Services) on an occasional, infrequent basis as permitted by applicable copyright law; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance provided all other Materials are purged promptly upon the expiration of the Agreement;
 - (f) For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorised access and use. If You are not an Authorised User, You are not permitted to access or use the Online Services for any purpose whatsoever. If You nevertheless access and use the Online Services or Materials without authorisation, Your access and use will be governed by these General Terms and You will be liable to LN for any breach of the General Terms as well as for unauthorised access and payment for use at the rates in the applicable LN price schedule;
 - (g) Except as specifically provided in the aforementioned sections, You are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing or using Materials retrieved from the Online Services. You may not print or download Materials without using the printing or downloading commands of the Online Services or Your web browser.
- 1.3 All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to LN or its third party suppliers of Materials. You acquire no proprietary interest in the Online Services, Materials, or copies thereof.
- 1.4 Except as specifically provided herein, You may not use the Online Services or Materials retrieved from the Online Services in any fashion that infringes copyrights or proprietary interests therein.
- 1.5 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Online Services.
- 1.6 Other provisions that govern Your use of Materials are set forth in the Supplemental Terms, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the “Additional Terms”), all of which are incorporated by reference into these General Terms.

2. ACCESS TO SERVICES

- 2.1 Only Your employees and temporary employees, are eligible to access and use the Online Services and Materials (“Eligible Persons”). Without limitation, external professional service providers such as attorneys, accountants, outsourcers and public relations firms are specifically excluded from being Eligible Persons.
- (a) The term “Authorised User” means an Eligible Person whom You have identified to LN for purposes of issuing an LN ID and using the Online Services.
 - (b) The term “(Authorised) Reader” means an Eligible Person, who is entitled to read only abstracts of the Materials, which have been forwarded to the Reader by an Authorised User, for example in form of a newsletter. If a Reader wants to read the full texts of the Materials, You have to apply for a Reader ID and the Reader then becomes an Authorised Reader. An Authorised Reader has no further access to the Online Services than reading full texts of the Materials.
- 2.2 You agree that each LN ID and Reader ID may only be used by the Authorised User or Authorised Reader to whom LN assigns it and that the LN ID or Reader ID may not be shared with or used by any other person, including other Authorised Users or Authorised Readers. You will manage Your roster of Authorised Users and Authorised Readers and will promptly notify LN to deactivate an Authorised User’s LN ID or Authorised Reader’s Reader-ID if the Authorised User or the Authorised Reader is no longer an Eligible Person or You otherwise wish to terminate the Authorised User’s or Authorised Reader’s access to the Online Services and/or Materials. You are responsible for all use of the Online Services and Materials accessed with LN IDs or Reader IDs issued to Your Authorised User or Authorised Reader. You will use reasonable commercial efforts to prevent unauthorised use of LN IDs or Reader IDs and will promptly notify LN, in writing, if You suspect that an LN ID or Reader ID is lost, stolen, compromised, or misused. You are neither identified on, nor shall You provide access to the Online Services and Materials to any individuals or entities identified on, (a) OFAC’s list of Specially Designated Nationals (“SDN List”), (b) the UK’s HM Treasury’s Consolidated List of Sanctions Targets, (c) the EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (d) any other applicable sanctions lists, or (e) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (a) through (d).
- 2.3 To comply with local privacy, data protection and other laws, each LN ID and Reader ID is country specific and may not be used outside the country for which it is issued, except for short periods not to exceed 30 continuous days. If LN suspects use of an LN ID or Reader ID outside the country of issue for a period in excess of 30 continuous days, LN may suspend the LN ID or Reader ID or require You to use and pay for an LN ID or Reader ID for the relevant country. On request, LN will issue a geographically compliant LN ID or Reader ID. Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Online Services.
- 2.4 The Online Services, Materials, and feature functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.
- 2.5 The Online Services may contain a feature that will allow Your Authorised Users to create work folders or work spaces (“Folders”) from within 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 LN, as well as links to materials made available on the internet or other documents that You or Your Authorised Users’ own or otherwise have the right to upload to Folders. LN represents and warrants that: (a) the Folders will be under the exclusive control of Your Authorised Users; and (b) LN will not access or otherwise review the content of Folders without Your authorisation. Notwithstanding the foregoing, LN may access the content of Folders to the extent necessary to facilitate features and functions of the Online Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorised Users are solely responsible for the content of their respective Folders. You represent and warrant that the Authorised Users have the right and authority to upload any and all content to the Folders that is not provided by LN. Authorised Users are prohibited from uploading content to the Folders that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. You agree to indemnify, defend, and hold LN harmless for any and all claims, damages, costs, fines and expenses that LN may incur as a result of You or Your Authorised Users’ use of the Folders or any content uploaded to the Folders, excluding the Materials. Authorised Users are solely responsible for securing or saving the content of their respective Folders before the expiration or termination of the Agreement, if desired. LN has no obligation to provide the content of Folders to You or Your Authorised Users after the termination of the Agreement. All Materials contained in Folders remain subject to the restrictions set forth in the Agreement.

3. LIMITED WARRANTY

- 3.1 LN represents and warrants that it has the right and authority to make the Online Services and Materials available pursuant to this Agreement.
- 3.2 Except as otherwise provided in section 3.1., the Online Services and Materials are provided in an “as is” as available basis and LN and each third party supplier of Materials expressly disclaim all warranties, including warranties of merchantability and fitness for a purpose a particular purpose.

4. LIMITATION OF LIABILITY

- 4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Services or any features thereof or any Materials, (c) Your use of the Online Services or Materials (regardless of whether You received any assistance from a Covered Party in using the Online Services), (d) Your use of any equipment in connection with the Online Services, (e) the content of Materials, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

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- 4.2 "Covered Party" or "Covered Parties" means (a) LN, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.
- 4.3 The aggregate liability of the Covered Parties in connection with any other claim arising out of or relating to the Online Services or Materials shall not exceed the amount of Your actual direct damages excluding any loss of profit or business. Your right to monetary damages in that amount shall be in lieu of all other remedies which You may have against any covered party.
- 4.4 The Covered Parties shall not be liable for any special, indirect, incidental, exemplary, punitive or consequential damages of any kind whatsoever (including, without limitation, attorney fees) in any way due to, resulting from, or arising in connection with the Online Services, Materials, or the failure of any Covered Party to perform its obligations, regardless of any negligence of any covered party.
- 4.5 Notwithstanding anything to the contrary in this Section 4: If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and hold You harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against You by such third party provided: (i) all use of the Online Services and Materials was in accordance with the Agreement; (ii) the claim, cause of action or infringement was not caused by You modifying or combining the Online Services or Materials with or into other products or applications; (iii) You give LN prompt notice of any such claim; and (iv) You give LN the right to control and direct the investigation, defense and settlement of each such claim. You, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.
- 4.6 In addition to Section 4.5, if the Online Services or the operation thereof or the Materials become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for You the right to continue using the Online Services, (ii) replace or modify the Online Services or Materials so that they become non-infringing, or (iii) terminate the Agreement on notice to You and grant You a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- 4.7 The provisions of Section 4.5 shall constitute Your sole and exclusive remedy for the respective matters specified therein.
- 4.8 In the event that LN provides in the Online Services access to Web Content, LN expressly disclaims any and all liability with regard to your use of Web Content including all use by its Authorised Users, Authorised Readers or other users. LN has not entered into a licensing agreement or linking agreement with the owners of the websites that provide the Web Content. LN makes no representation and warranty that it has the right to provide access to the Web Content. Your use of the Web Content (including any distribution or redistribution thereof) is solely at your own risk. You will indemnify and hold LN and the other Covered Parties harmless from any loss or damage suffered by any of them as a result of a third party claim brought against LN or another Covered Party as a result of use of Web Content by You, your Authorised Users, Authorised Readers or or any other user.
- 5. MISCELLANEOUS**
- 5.1 This Agreement is for the minimum period specified on the Order Form ("Term"). In the event that no notice of termination has been received by LN prior to 90 days before the expiry of the Term, this Agreement shall continue for a further renewal period of 12 months ("Renewal Term"). In such circumstance, the total annual price paid will be the annual price of the preceding year plus the increase rate mentioned on the Order Form (if applicable) and so on for subsequent years. You may terminate each Renewal Term by written notice to LN prior to 90 days before the expiry of each Renewal Term.
- 5.2 LN may terminate this Agreement by giving at least 60 days' notice. LN's only obligation in this event shall be the pro rata refund of any charges paid in advance. LN may suspend or discontinue providing the Online Services to You without notice and pursue any other remedy legally available to it if You fail to comply with any of Your obligations hereunder.
- 5.3 LN may terminate this Agreement forthwith on notice without compensation if (a) You enter into a composition with Your creditors, or (b) an order is made for the winding up of Your organisation, or (c) an effective resolution is passed for the winding up of Your organisation (other than the purpose of amalgamation or reconstruction on terms approved by LN), or (d) a receiver, manager, administrative receiver or administrator is appointed in respect of all or any part of Your business or assets (e) You are in breach of clause 2.2.
- 5.4 You shall be liable for all costs of collection incurred by LN, including without limitations, collection agency fees, reasonable attorney's fees, and court costs, if You fail to comply with the payment obligations herein.
- 5.5 All charges incurred by You, together with applicable taxes, are payable within 30 days after receipt of an invoice. All payments must be made in the currency mentioned on the Order Form. If, during the Term of this Agreement, the VAT tax rate increases due to government or regulatory requirements, You will pay to LN the difference between the tax paid at the time of any upfront payment and any increase in tax which is payable against the period for which the payment has been made.
- 5.6 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to LN should be sent to Your LN account representative.
- 5.7 Where applicable, each affiliated company of LN and each third party supplier of Materials has the right to assert and enforce the provisions of the Agreement directly on its own behalf as a third party beneficiary.
- 5.8 You may not assign Your rights or delegate Your duties under the Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. The Agreement and any amendment thereto shall be binding on and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 5.9 LN may assign this Agreement at any time without Your consent to any entity within the RELX Group plc.
- 5.10 This Agreement and the Additional Terms shall be governed, interpreted and construed by and in accordance with laws of the Netherlands, excluding any conflict of law principles thereof and the Vienna Convention on the International Sale of Goods of April 11, 1980 (CISG). Any disputes arising under or in connection with this Agreement, which cannot be solved amicably, shall be settled by the Courts of Amsterdam, The Netherlands.
- 6. Force Majeure**
- No party will be liable for any damage, delay, or failure of performance resulting directly or indirectly from a force majeure. If a Force Majeure occurs, the affected party will notify the other parties and make commercially reasonable efforts to mitigate the adverse effects of the Force Majeure on the performance of the Master Agreement. This Section does not excuse Your obligation to pay for the products actually received.
- 7. Confidential Information**
- 7.1 Confidential Information for LN means this Agreement, all invoices and billing information issued under it, and related correspondence and documents that contain confidential pricing and business information of LN and/or the Covered Parties and any non-public information about pre-market release products and services. For You it means customer names, financial information, work product and other non-public proprietary information. Both LN and You understand that disclosure of Confidential Information could cause competitive harm to the other party. The parties will maintain Confidential Information in trust and confidence and will not disclose Confidential Information (i) internally, except on a need to know basis, or (ii) to any third party, except to a party's legal advisors, accountants, service providers and auditors who need access to the Confidential Information to provide professional services to the party.
- 7.2 Notwithstanding anything to the contrary herein, LN and You agree that Confidential Information shall not include information that (i) is already known to the receiving party ("Recipient") at the time it is obtained from the disclosing party ("Discloser"), free from any obligation to keep such information confidential; (ii) is or becomes publicly known or available through no wrongful act of Recipient; (iii) is rightfully received from a third party without restriction and without breach of this section (iv) is contained in, or is capable of being discovered through examination of, publicly available records or products; (v) is required to be disclosed by law, regulation, or court order (provided that Recipient shall notify Discloser in advance in order to afford the Discloser an opportunity to seek a protective order to prevent or limit disclosure of the information to third parties); or (vi) is developed by Recipient without the use of any proprietary, non-public information provided by the Discloser. Additionally, LN and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment hereunder, so long as LN or its personnel acquire and apply such information without disclosure of any Confidential Information of You.
- 8. PERSONAL DATA PROTECTION**
- 8.1 "Data protection laws" means all applicable privacy and data protection laws, regulations, orders and other legal requirements. The terms "personal data" and "processing" will have the meanings ascribed to them in the data protection laws, and where the term "personal information" is used, it will be read as personal data.
- 8.2 You are responsible for the legality of the personal data that You or the Authorised Users or Authorised Readers provide to LN in connection with the Agreement. If and to the extent that You or Authorised Users or Authorised Readers provide personal data to LN for account registration or otherwise, the parties acknowledge that such information will be processed by LN in accordance with the data protection laws and the LexisNexis privacy policy applicable to the Online Services at <https://www.lexisnexis.com/global/privacy/privacy-policy.page>, except where LN is processing such information on Your behalf, the terms of the LexisNexis Data Processing Addendum at <https://www.lexisnexis.com/global/privacy/processing-terms.page> will apply.
- 8.3 If and to the extent that You transfer personal data to LN in a territory outside the originating territory, the parties will be deemed to have entered into the LexisNexis Data Transfer Terms at <https://www.lexisnexis.com/global/privacy/transfer-terms.page> in respect of such transfer, whereby You are the "data exporter," LN is the "data importer," the optional clauses are omitted, and the content of the applicable annexes corresponds to the respective content of the Agreement, unless the parties may rely on an alternative transfer mechanism or basis under the data protection laws.