

# ONLINE SERVICES TERMS AND CONDITIONS ("Terms and Conditions")

Version 2.4A

Please send all correspondence including notices in respect of any Service by recorded mail to: Online Business Administration, 5 Canada Square, Canary Wharf, London E14 5AQ; or email [trluki.legalonlinenotices@thomsonreuters.com](mailto:trluki.legalonlinenotices@thomsonreuters.com).

THIS AGREEMENT is made between Customer (as specified in the Order Form) and Supplier (as defined below in respect of each relevant Service)

WHEREAS IT IS AGREED AS FOLLOWS

## PART I

### GENERAL PROVISIONS

#### 1. DEFINITIONS – GENERAL

"Additional Terms" means terms and conditions applicable to Third Party Features (including terms relating to Charges) which take precedence over those set out in these Terms and Conditions and are available online here: <http://legalsolutions.thomsonreuters.co.uk/customer-portal>.

"Additional User" means a User above the number of Users specified in the Order Form.

"Affiliates" means entities controlling, controlled by or under common control with Supplier.

"Agreement" means (subject to clause 10.3) these Terms and Conditions, the Order Form (together with any renewal thereof); Special Conditions (if any) agreed between Supplier and Customer and any applicable Additional Terms. In case of conflict between the documents comprising this Agreement, the documents comprising the Agreement shall prevail in the following order of precedence: 1. Order Form; 2. Special Conditions; 3. Additional Terms (only in relation to the Services to which they apply); 4. these Terms and Conditions (subject to clause 13 in relation to Part II).

"Charges" means charges payable by Customer for access to and use of any Service in respect of the Initial Subscription Period, any Renewal Period (or Trial Period where agreed) including:

(a) Service Charge;

(b) Transactional Charges (if any); and

(c) Additional User Fees (if any);

or as otherwise agreed in writing by the parties.

"Control": an entity will be deemed to Control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

"Data" means the information (or any part thereof) or features made available to Customer as part of any Service specified in the Order Form.

"Excluded Data" means, in respect of a Service, data which is outside of the subscription to that Service.

"Extracts" means insubstantial extracts from the Data (appropriately cited and credited) whether held as separate documents or as incorporated in Work Product as permitted hereunder.

"FSS" means federated search software which allows searches to be run against several different online services at the same time).

"IDS Services" means any Service that carries the IDS branding.

"Initial Expiry" means the date on which the Initial Subscription Period shall expire, as specified on the Order Form.

"Initial Subscription Period" means the period from the Start Date to the Initial Expiry as specified in the Order Form; where the Start Date of a Service has for any reason to be adjusted, Supplier may at its discretion either a) adjust the Initial Subscription Period to run from the revised Start Date or b) reduce it and invoice on a pro-rata basis for the reduced period.

"Know-How Database" means a database or other storage in either paper or electronic form which is intended for the storage, and/or provision to its users, of access to know-how.

"Licensors" means third parties who license Data to Supplier for inclusion in any Service.

"Notice": "written notice" and "notice in writing" will be deemed to include notice via email; "online notice" shall mean notice given by Supplier via a Service.

"Order Form" means any order form for the supply of any Service to Customer (as varied in respect of any Renewal Period by any renewal documentation).

"Project Database" means a searchable database either in print or electronic form maintained in connection with an ongoing project or matter of Customer which must consist preponderantly of Customer's own Work Product with access limited to those internal users actively working on the project.

"Renewal Notification" see clause 5.2.2.

"Renewal Period" means each successive 12 month period (or such other period as the parties may agree) following the expiry of the Initial Subscription Period.

"Retention Database" means a database or other storage in either paper or electronic form which is not readily accessible searchable or useable by its users and which is retained only for the purpose of proof at a later date (e.g. for purposes of litigation against Customer) that certain material was reviewed as part of a particular matter.

"Service" means any information service as more particularly specified in the Order Form.

"Service Charge" is as specified in the Order Form or as otherwise agreed between the parties pursuant to clause 5 hereof.

"Special Conditions" means individually negotiated variations, amendments and/or additions to these Terms and Conditions or those of an Order Form and are deemed to be included in this Agreement.

"Start Date" in respect of a Service means the later of (a) the date specified as the date on which access to a Service is intended to start (or in the case of Services which are not yet available, estimated to start) on the Order Form and (b) the actual date on which access to that Service is given.

"Supplier" means, in respect of the supply of:

(a) "Westlaw IE" and any other Round Hall Services: Thomson Reuters Ireland Limited (Irish Registered Company

number 416940) whose registered office is at 43 Fitzwilliam Place, Dublin 2, Ireland.; and  
(b) all other Services: Thomson Reuters, with offices at 160 Blackfriars Road, London, SE1 8EZ. Registered in England and Wales (Company No. 1679046) registered office: 5 Canada Square, Canary Wharf, London E14 5AQ.  
"Term" in respect of a Service comprises the Initial Subscription Period and any Renewal Period in relation to that Service.

"Third Party Feature" means Data owned by a third party who has licensed Supplier to provide the same as part of a Service. All intellectual property rights in the Third Party Feature vest with the applicable Licensor(s).

"Transactional Charges" means charges for access to and use of Excluded Data.

"Trial Period" means a period during which Customer may trial a Service without charge (unless otherwise agreed), the length of which will be notified to Customer.

"User" means personnel of Customer authorised by Supplier and Customer to access and use the Service as specified in the Order Form.

"Westlaw Services" means any Service that carries the Westlaw branding.

"Work Product" means Customer's own documents, memoranda, advices, briefs and other similar materials whether in print or in electronic form created by Users in the regular course of Customer's business which for the purposes of this Agreement includes the following activities:

- (a) advising clients;
- (b) internal training;
- (c) producing print or electronic updating/current awareness newsletters for purely internal consumption;
- (d) for Academic Institutional Customers, print or electronic course packs, including legal research manuals/learning guides

but, in the absence of prior agreement with Supplier, which may require additional Charges, not the following:

- (e) producing intranet, extranet or internet sites;
- (f) producing print or electronic updating/current awareness newsletters for external consumption or any other client retention/attraction activity;
- (g) providing research services other than to clients;
- (h) publication or resale;
- (i) for Academic Institutional Customers, downloading data for use in virtual learning environments.

## **2. LICENCE**

### **2.1 Grant**

2.1.1 Supplier hereby grants to Customer for the Term and/or any Trial Period a non-exclusive, non-transferable, limited licence to access and use the Service(s) in accordance with this Agreement.

2.1.2 All rights to access and use any Service granted to Customer or restrictions imposed on Customer shall be exercisable or observed (as the case may be) by Users. It shall be the responsibility of Customer to ensure that Users act in accordance with such requirements.

### **2.2 Permitted Acts – use**

2.2.1 Customer may:

- (a) view Data (or parts thereof) on screen;
- (b) reproduce (whether in print or electronic form) Extracts for internal use;
- (c) supply (whether in print or electronic form) Extracts to third parties if such third parties agree not to further distribute the same;
- (d) download to any device including a mobile device no more than two (2) chapters of a book or looseleaf work ("Downloaded Material") in respect of a current project or matter, provided such Downloaded Material is deleted from the said device once the project or matter has been closed. This clause shall only apply to books or looseleaf works published in PDF format and in respect of looseleaf works only applies to the narrative chapters; the materials section of this type of work being governed by sub-clauses (b) and (c) above.
- (e) distribute Work Product related to a specific cause of action containing Extracts to:
  - (i) the court before which the cause of action is to be heard, and/or
  - (ii) the parties to the cause of action, and/or
  - (iii) their representatives.
- (f) on an occasional basis via e-mail or via relevant Service functionality, transmit or direct Supplier or its Affiliates to transmit individual documents in electronic format to individual internal user(s) for internal use and to third parties if such third parties agree not to distribute the same onwards;
- (g) download Extracts to a storage device under the exclusive control of Customer and temporarily store the same in order to carry out the above functions;

### **2.3 Permitted Acts – storage**

2.3.1 Customer may store Extracts in a Project Database, whether in hardcopy or electronically (or both) for the duration of the project or matter.

2.3.2 Subject to 2.3.3, Customer may continue to store Extracts in a Retention Database.

2.3.3 No Data shall be stored or used in any form of Know-How Database.

### **2.4 Restrictions – All Data**

2.4.1 Except as expressly permitted by this Agreement (e.g. in relation to Work Product), or by applicable law, or with Supplier's prior written permission, Customer may not do the following (nor may Customer permit a third party to do the same):

- (a) copy, download, store, publish, transmit, transfer, sub-licence, distribute, sell or otherwise use any Data in any form or by any means;
- (b) re-use, reproduce, decompile, reverse engineer, disassemble, attempt to discern the source code of any Service or interfere in any way with any Data;
- (c) modify or make any alterations, additions or amendments to any Data;
- (d) create derivative works from any Data; or

(e) sell, licence or distribute any Data to third parties or use any Data as a component of or as a basis for any material offered for sale, licence or distribution.

2.4.2 Customer undertakes to use reasonable endeavours to ensure that no Service shall be accessed or used by third parties other than those entitled to do so by virtue of this Agreement.

2.4.3 Customer shall use its reasonable endeavours to keep any Data stored (as permitted under this Agreement) secure and to prevent any third party duplicating or otherwise reproducing the same in whole or in part other than for the exercise of the rights granted by this Agreement, and shall use its reasonable endeavours to prevent whether by act or omission such duplication or reproduction except as permitted by the terms of this Agreement.

### **2.5 Restrictions - Combination with other Software; Federated Search Software and use of API**

2.5.1 Customer may not without prior permission combine any Data with any other software, data or material except where using FSS whether such FSS is provided by Supplier (in which case consent is hereby given) or provided by a third party

2.5.2 Where FSS is provided by Supplier it is used on the terms set out in the relevant software agreement between Supplier and Customer; where provided by a third party:

(a) Customer shall notify Supplier by e-mail on [trluki.legalonlinenotices@thomsonreuters.com](mailto:trluki.legalonlinenotices@thomsonreuters.com) that it wishes to use third party FSS and Supplier shall notify Customer by e-mail as to its consent, not to be unreasonably withheld or delayed;

(b) any such consent is subject to the third party supplier of the FSS having a valid licence from Supplier for access to the Services/API and may be withdrawn by Supplier immediately if that ceases to be the case or on 3 months notice at Supplier's sole discretion;

(c) there is currently no charge under this Agreement for the right to access Services via third party FSS, but Supplier reserves the right to impose charges on 3 months written notice; and

(d) Third party FSS shall be used solely at the risk of Customer and the third party supplier, the use of which shall not render Supplier liable for any errors or omissions which arise from use of FSS.

2.5.3 Use of the Application Programming Interface ("API") by Customer other than incidentally to the extent that FSS does so, shall continue to be the subject of a separate agreement.

### **2.6 Rights in Data**

2.6.1 Except for the licence granted in this Agreement, all rights, title and interest in any Data, in all languages, formats and media throughout the world, including all copyrights, trademarks, and all other intellectual property rights subsisting in or used in connection with any Service, are and will continue to be the property of Supplier, its Affiliates and/or its Licensors; and Customer acknowledges and agrees that, save to the extent expressly set out in this Agreement, that it does not, and shall not acquire by this Agreement, any right, title or interest in any intellectual property rights which subsist in any Service or any of the contents contained therein.

2.6.2 Crown Copyright material is reproduced with the permission of the Controller of Her Majesty's Stationery Office and may be used in accordance with the Guidance Notes from time to time set out at [www.opsi.gov.uk](http://www.opsi.gov.uk). The European Communities Copyright Notice, as set out on the European Commission's "Europa" website, shall apply in relation to EU materials. Irish Statutes and Oireachtas Copyright Material is reproduced with the permission of the House of the Oireachtas. The official version of the Acts of the Oireachtas and Statutory Instruments remains the printed version published by the Stationery Office.

2.6.3 Customer shall not do or omit to do or authorise any other person to do or omit to do any act which:

(a) would or might invalidate or be inconsistent with any intellectual property of Supplier, its Affiliates and/or its Licensors; or

(b) would be in breach of or otherwise inconsistent with the moral rights of the authors of any Data.

2.6.4 Customer shall not delete erase remove deface or cover any trademark, service mark, trade names, numbers, copyright or other proprietary notices, guarantee, designation of origin, means of identification, disclaimer or other statement used in connection with any Data, nor shall Customer authorise another person to do so.

2.6.5 Customer shall promptly inform Supplier if Customer becomes aware of:

(a) any unauthorised use of any Data;

(b) any actual, threatened, or suspected infringement of any intellectual property of Supplier, its Affiliates and/or its Licensors in any Data which comes to Customer's notice, and

(c) any claim by any third party coming to its notice that any Data infringes the intellectual property or other rights of any other person.

2.6.6 Customer shall at the request and expense of Supplier do all such things as may be reasonably required to assist Supplier in taking or resisting proceedings in relation to any infringement or claim referred to in this clause and in maintaining the validity and enforceability of the intellectual property of Supplier and/or Licensors' in any Data.

## **3. DATA AND ADDITIONAL TERMS AND CONDITIONS**

3.1 Supplier reserves the right without notice to change the presentation of any Service (which shall include the name of the Service); and withdraw/amend/add to any of the Data included in any Service. Supplier will endeavour to give Customer and/or its User(s) reasonable written or online notice of any alterations or changes which are likely to have a materially detrimental effect on Customer and/or its User(s).

3.2 Further Supplier reserves the right to include significant new Data in any Service which may be outside the existing Service and treated as Excluded Data until the next Renewal Period, but which may be available to Customer subject to a Transactional Charge if such Data is accessed.

3.3 Any access to Excluded Data will incur a Transactional Charge. A warning screen will be displayed if a User requests Excluded Data. From the warning screen, a User may press YES to continue at the query entry screen (which will incur a Transactional Charge) or press NO to return to the previous screen. Customer may specify on the Order Form that access to Excluded Data shall not be given to Customer's Users; in the event that Customer wishes during the Term to disallow or allow access to Excluded Data, Customer should notify Supplier on [trluki.legalonlinenotices@thomsonreuters.com](mailto:trluki.legalonlinenotices@thomsonreuters.com).

3.4 Certain Third Party Features are governed by Additional Terms. Customer will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online.

3.5 Additional Terms may be modified by Supplier giving notice in writing or online of the modification and such modification will be effective immediately on such notification. By using Data governed by Additional Terms, Customer agrees to and will be obligated to comply with all such Additional Terms.

## **4. PASSWORDS AND ACCESS**

4.1 Customer shall supply to Supplier details of Users to whom any Service passwords are to be issued ("User Details") or other access details where silent authentication is used ("Access Details").

4.2 Access to any Service will be given as soon as reasonably practical after provision of the User Details/Access Details (as the case may be) to Supplier.

4.3 Where incomplete and/or inaccurate User Details/Access Details (as the case may be) are provided by Customer, Supplier shall not be liable for any delay or failure to set up access to any Service for any or all of the Users.

4.4 Any password is issued for the authorised use of Customer or its User(s) only; is not transferable, and shall be kept strictly confidential.

4.5 Customer is responsible for notifying Supplier of Users from whom passwords are to be revoked; for authorised substitution of Users; and amendment of User Details and Access Details. Customer should notify Supplier on [trluki.legalonlinenotices@thomsonreuters.com](mailto:trluki.legalonlinenotices@thomsonreuters.com). Liability arising from a failure of Customer to notify Supplier of such amendments shall be Customer's until such notification has been received by Supplier.

4.6 Customer is solely responsible for maintaining security of the passwords; and for all access to and use of any Service by Users or by means of Customer's equipment or the passwords, whether or not Customer has knowledge of or authorises such access and use.

4.7 Supplier reserves the right without notice to alter the arrangements for access to any Service.

4.8 Customer agrees to indemnify Supplier against any use of Service passwords in breach of this Agreement (unless prior written consent of Supplier is obtained), including use by a third party where Customer or its User(s) has allowed or facilitated access to any Service or any part of it.

4.9 Access under this Agreement shall be limited to access by Users from Customer's offices/sites in the locations specified on the Order Form, or by Users based in those offices/sites from other locations via remote connection to Customer's network or via login/password via the internet.

4.10 If Customer wishes to allow access to any Service for Users based in an additional office/site not specified in the Order Form or by way of a password where silent authentication is ordinarily used for access (which, in all cases shall be subject to the consent of Supplier), Customer should notify Supplier by e-mail

on [trluki.legalonlinenotices@thomsonreuters.com](mailto:trluki.legalonlinenotices@thomsonreuters.com). Where such Users are Additional Users, clause 5.1.2 applies.

4.11 Supplier may suspend or restrict access to any Service at any time to allow Supplier or its suppliers to carry out essential updating, maintenance and repairs of the said Service. Supplier will endeavour to provide Customer with reasonable advance notice of such suspension or restriction in access and to restore access to any Service as soon as possible.

## **5 CHARGES**

### **5.1 CHARGES AND MODIFICATION OF CHARGES**

5.1.1 Except in the event of early termination of this Agreement as permitted herein, Customer shall pay Charges for each Service for the Initial Subscription Period and any Renewal Period (and Trial Period where so agreed) or as otherwise provided for by this clause. Charges will be payable as specified and levied in the currency shown on the Order Form.

5.1.2 Where Customer requests access to any Service for an Additional User, each Additional User will be charged for at the Additional User Fee rate, pro-rated, for the remainder of the Initial Subscription Period or the then-current Renewal Period (as applicable), unless otherwise specified on the Order Form.

5.1.3 Each Additional User Fee will be billed to Customer at the end of the month in which in the said User was given access by Supplier.

5.1.4 Transactional Charges will be billed to Customer on a monthly basis at the end of the month in which the Transactional Charges were incurred.

5.1.5 Charges may be modified at any time upon at least 15 days prior notice to Customer in writing or online.

5.1.6 Charges for Third Party Features may be modified at any time upon at least 15 days prior notice to Customer in writing or online.

5.1.7 The parties agree to enter into good faith negotiations regarding this Agreement (including the financial provisions) if either party deems there is a material change in Customer's organisational structure, including, but not limited to mergers, acquisitions, a significant increase in the number of relevant personnel at a site, divestitures or downsizing.

### **5.2 Notification of Proposed Charges for Renewal Period**

5.2.1 Without prejudice to Clauses 5.1.5 or 5.1.6, where Supplier wishes to make no increase in the Charges and/or Additional User Fees ("Proposed Charges") for a Renewal Period then unless notice of termination is served by Customer in accordance with clause 8.3.3, then the Term shall be deemed to be extended for the Renewal Period.

5.2.2 Without prejudice to clauses 5.1.5 or 5.1.6, where Supplier wishes to increase the Charges for the Renewal Period ("Proposed Charges") in respect of any Service, Supplier will endeavour to issue Customer with a renewal notification specifying the Proposed Charges for each relevant Service ("Renewal Notification") not less than 1 calendar month before the end of the Initial Subscription Period (or Renewal Period, if applicable).

5.2.3 Customer is deemed to agree to extend the Agreement for the Renewal Period and to pay the Proposed Charges for each relevant Service for the Renewal Period, either:

- (a) on the expiry of the "Objection Deadline" (being 1 calendar month after the date of the Renewal Notification, unless Supplier has prior to that date received notice in writing that Customer does not accept the Proposed Charges); or
- (b) after bona fide discussions as provided for by clause 5.2.5, have resulted in agreement on the Proposed Charges; whichever is the later, and thereafter these Proposed Charges shall not amount to a Detrimental Amendment for the purposes of clause 8.3.1 hereof.

5.2.4 Where, on expiry of the Initial Subscription Period or Renewal Period (as applicable), the Objection Deadline has not elapsed, Supplier shall continue supplying each relevant Service on the terms of this Agreement until the Objection

Deadline elapses and shall be entitled to invoice Customer for Charges incurred at the existing rates. On expiry of the Objection Deadline, unless clause 5.2.5 applies, Supplier shall be entitled to invoice for the additional amounts due in respect of the period between the start of the Renewal Period and the expiry of the Objection Deadline.

5.2.5 Where, on expiry of the Objection Deadline, the Proposed Charges are under active bona fide discussion between the parties, Supplier shall:

(a) whilst, in Supplier's reasonable opinion, such discussions are proceeding without undue delay, continue supplying each relevant Service on the terms of this Agreement during that period and to bill Customer for Charges incurred at the existing rates;

(b) be entitled, once agreement has been reached on Proposed Charges, to invoice for the additional amounts due in respect of the period between the start of the Renewal Period and such agreement being reached; and

(c) in the event that such agreement is not reached within a reasonable period, at Supplier's sole discretion have the right to discontinue each relevant Service forthwith without further liability to Customer.

### **5.3 Billing and Payment**

5.3.1 All Charges are exclusive of sales, use, value added, personal property and other taxes, which are additionally payable by Customer.

5.3.2 All Telecoms charges incurred in using any Service are the responsibility of Customer.

5.3.3 Customer will pay any undisputed invoice rendered by Supplier in full within 30 days of invoice date.

5.3.4 If full payment is not made, without prejudice to any rights or remedies otherwise available, Supplier reserves (a) the right to charge interest on the outstanding balance of all overdue sums at the rate of 3% per annum above the current base rate at Barclays Bank or the maximum interest rate permitted by law, whichever is the greater and (b) to suspend or withdraw access to each relevant Service.

## **6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

### **6.1 WARRANTIES**

6.1.1 Except as specifically provided in this Agreement, any Service (including but not limited to print products, CD-ROM products, alerts, helplines, discussion forums and eBooks, where applicable) and Data ("Materials") are provided "as is" without warranty of any kind, express or implied, including but not limited to warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, currentness and delays. Customer agrees that any such Materials will not, under any circumstances, be considered legal or professional advice and are not meant to replace the experience and sound professional judgment of professional advisors in full knowledge of the circumstances and details of any matter on which advice is sought.

6.1.2 Supplier warrants to Customer that no Service to which Customer has subscribed, nor its features infringe any industrial or intellectual property rights of any third party and that it holds itself the necessary rights to grant the rights specified in this Agreement and that it has authority to enter into this Agreement with Customer.

6.1.3 Some systems/software may not be capable of supporting a Service and Customer acknowledges (a) that it has made appropriate investigations into the necessary systems/software required to support Customer's use of the relevant Service and (b) that performance of that Service may vary with equipment and telecommunications links with which it is used.

### **6.2 EXCLUSION OF LIABILITY**

6.2.1 Neither Supplier, its Affiliates nor Licensors make any warranty that access to any Service will be uninterrupted, secure, complete or error free.

6.2.2 Other than in respect of the warranty given in Clause 6.1.2 Supplier shall not be liable in contract, tort, delict or otherwise for any loss of whatsoever kind howsoever arising suffered in connection with any Service.

6.2.3 Supplier shall not be liable in contract, tort, delict or otherwise for any loss of revenue, business, anticipated savings or profits, loss of goodwill or data or for any indirect or consequential loss whatsoever, howsoever arising suffered in connection with any Service.

6.2.4 Customer acknowledges that provision of any Service entails the likelihood of some human and machine errors, delays, interruptions and losses, including the inadvertent loss of data or damage to media.

6.2.5 Without prejudice to the generality of clauses 6.2.1 to 6.2.4, in no event shall Supplier, its Affiliates and/or Licensors be liable to Customer for any claim(s) relating in any way to:

(a) Customer's inability or failure to perform legal or other research related work or to perform such legal or other research or related work properly or completely, even if assisted by Supplier, its Affiliates and/or Licensors or any decision made or action taken by Customer in reliance on the Data;

(b) any lost profits (whether direct or indirect) or any consequential exemplary incidental, indirect or special damages relating in whole or in part to Customers' rights under this Agreement or use of or inability to use any Service, Data or software even if Suppliers, its Affiliates and/or Licensors have been advised of the possibility of such damages; or

(c) the procuring compiling interpreting editing writing reporting or delivering of the Data.

6.2.6 Other than in respect of the warranty given in Clause 6.1.2 Supplier will have no liability whatsoever for any liability of Customer to any third party which might arise.

6.2.7 Further Supplier shall have no liability whatsoever to Customer for any claims relating in any way to any Third Party Feature.

6.2.8 Customer shall accept sole responsibility for and Supplier shall not be liable for the use of any Service by Customer, or any User and Customer shall hold Supplier harmless and fully indemnified against any claims, costs, damages, loss and liabilities arising out of any such use.

6.2.9 Nothing in this agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

### **6.3 LIMITATION OF LIABILITY**

6.3.1 Other than in respect of the warranty given in Clause 6.1.2, Customer's exclusive remedy and Supplier's (its Affiliates' and/or Licensors') entire liability under this Agreement if any, for any claim(s) for damages relating to any Service made against them individually or jointly whether based in contract or negligence shall be limited to the

aggregate amount of the Charges paid by Customer relative to the specific aspect of the Service which is the basis of the claim(s) during the 12 month period preceding the event giving rise to such claim.

6.3.2 None of the terms of this Agreement shall operate to:

(a) exclude or restrict liability for fraud or for death or personal injury resulting from the negligence of Supplier or its Affiliates or the appointed agents or employees of Supplier or its Affiliates whilst acting in the course of their employment; or

(b) affect statutory rights where this Agreement is entered into as a consumer transaction.

6.3.3 Except for claims relating to non-payment of the Charges or improper use of any Service, Data or software, no claim regardless of form which in any way arises out of this Agreement may be made, nor action based upon such claim brought, by either party to this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

## **7. THIRD PARTY CONTENT AND POSTING TO A SERVICE**

7.1 Certain elements of a Service may contain material submitted by third parties or links to third party websites.

Supplier accepts no responsibility for the content or accuracy of such material or websites or availability thereof.

7.2 Certain third party services may be permitted to provide links to a Service; Supplier accepts no responsibility for the efficacy of such links or for any content on such third party services.

7.3 Where Users' notes and other material can be posted to or saved on a Service, it is a condition of use of the relevant Service that the User accepts full responsibility for the content they submit. Customer will require that Users will not post material that is obscene, indecent, objectionable, libellous, in breach of the Official Secrets Acts or is racially prejudicial and further that publication of such content will not expose Supplier to any civil or criminal proceedings. Without limiting the foregoing, Supplier shall have the right to remove any material from the relevant Service that violates these provisions or it deems (in its sole discretion) to be otherwise objectionable.

## **8. TERM AND TERMINATION**

8.1 Subject to clause 8.2, this Agreement will, once approved by Supplier, commence on the Start Date and shall continue for the Initial Subscription Period and shall then renew for successive Renewal Periods until the end of the final Renewal Period unless earlier termination takes place in accordance with the provisions set out in clause 8.3.

8.2 Save for the provisions in respect of Charges, the terms of this Agreement shall apply to Customer during any Trial Period. Access may be terminated at the end of the Trial Period unless a further Trial Period is agreed or where Customer subscribes to the Service from the expiry date of any such Trial Period.

8.3 This Agreement may be terminated by:

8.3.1 Customer on written notice to Supplier after receiving notice of an amendment (as permitted under this Agreement) which is materially detrimental to Customer ("Detrimental Amendment"), which for the avoidance of doubt includes an increase in Charges and/or substantial loss of content or functionality in the Service to Customer's detriment and for which no reasonable substitute is provided), which notice shall not take effect until the date on which such amendment or increase comes into effect; or

8.3.2 either party on written notice to the other if:

(a) the other commits a material breach of this Agreement, provided that where the breach is capable of being remedied then the defaulting party shall have failed to remedy the same within 30 days of receiving notice specifying the breach and requiring its remedy; or

(b) the other is adjudicated bankrupt, enters into liquidation or any arrangement or composition with or assignment for the benefit of its creditors or if a trustee or a receiver or administrator or administrative receiver or receiver and manager is appointed against the whole or any part of its assets or business; or

8.3.3 either party on receipt of written notice by the other of not less than 30 days prior to, but not taking effect until, the expiry of the Initial Subscription Period or current Renewal Period; or

8.3.4 Supplier, with immediate effect, if any organisation, which Supplier acting reasonably determines to be a competitor of Supplier acquires Control of Customer.

8.4 If at any time Supplier for any reason decides to cease general provision of a Service, Supplier may cancel that Service by providing not less than ninety (90) days' written notice to Customer.

8.5 Upon termination for whatsoever reason, if Customer has pre-paid any Charges in respect of Service being terminated or cancelled Supplier's sole liability to Customer in respect of such termination shall be to refund the pre-paid Charges in respect of that Service for the period following termination to the end of the Term. No such refund shall be required in event of termination for Customer's breach of this Agreement.

8.6 Expiry or termination of this Agreement shall be without prejudice to the accrued rights and obligations of the parties.

8.7 Upon termination or expiry of this Agreement in relation to any Service:

(a) all rights granted to Customer and each of the Users in respect of that Service shall immediately terminate;

(b) Customer shall, and shall procure that the Users shall, immediately cease use of that Service; and

(c) further (but subject to clause 8.8 below) Customer shall and shall procure that the Users shall, immediately and permanently remove or delete all copies of Data in relation to that Service in its possession, custody or control, whether electronic or otherwise and, if requested, confirm in writing to Supplier that this has been done.

8.8 The provisions of clause 8.7 above shall not apply to:

(a) copies of Data or any part thereof stored in any Project Databases and/or Retention Databases; and

(b) Extracts incorporated in Work Product prior to termination of this Agreement provided that such material shall not at any time be stored or used in any form of Know-How Database.

8.9 Upon termination or expiry of this Agreement in relation to any Service, the following clauses will survive termination or expiration of the Agreement for any reason: Part I: 2.3, 2.4, 2.6, 5.3.4, 6, 8.8, 9, 12.2, 12.8-12.11; Part II: 13, 15, 16.5, 16.7, 16.8, 19-21; and those definitions used in the foregoing clauses.

## **9. CONFIDENTIALITY AND DATA PROTECTION**

9.1 Customer and Supplier understand that disclosure of the commercial terms of this Agreement and any agreed Special Conditions thereto may cause competitive harm to either or both parties. Accordingly both parties agree to use

their best efforts to keep confidential the terms thereof.

9.2 Supplier warrants that any personal data collected by Supplier in the performance of this Agreement will be kept confidential and used only for the purposes of performing this Agreement and in accordance with any marketing consents given in relation to any Service and that Supplier will process any such personal data in accordance with the provisions of the Data Protection Act 1998.

9.3 Supplier warrants that it has in place appropriate technological and organisational measures to protect against unauthorised or unlawful processing, and accidental loss, destruction or damage to Customer's personal data collected by Supplier in the performance of this Agreement.

## **10. EFFECT OF AGREEMENT**

10.1 This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter.

10.2 Such Special Conditions as are agreed between Supplier and Customer shall apply, subject to clauses 10.3 and 10.4, for the Term.

10.3 Except as otherwise provided in this Agreement, Supplier may amend the terms and conditions of this Agreement ("Amended Terms") by giving Customer at least 15 days prior written or online notice. Unless Customer is notified to the contrary by Supplier, such Amended Terms shall only apply after the expiry of any Initial Subscription Period, or after the expiry of the current Renewal Period as the case may be.

10.4 Where agreed Special Conditions are affected by Amended Terms, the parties shall enter into good faith negotiations and agree amendments to the Special Conditions to reflect the parties intentions. Where agreement cannot be reached, such Amended Terms may amount to a Detrimental Amendment and clause 8.3.1 may apply.

10.5 Any other amendment must be in writing and agreed by both parties.

## **11. FORCE MAJEURE**

11.1 Supplier shall not be liable under this Agreement for interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any Government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labour dispute, inability to obtain essential supplies and the like.

## **12. NOTICES, GOVERNING LAW AND GENERAL PROVISIONS**

12.1 Except as otherwise provided, all notices and correspondence must be given in writing to Supplier by recorded mail at: Online Business Administration, 160 Blackfriars Road, London, SE1 8EZ or by email at: [trluki.legalonlinenotices@thomsonreuters.com](mailto:trluki.legalonlinenotices@thomsonreuters.com) or such other addresses as may from time to time be notified to Customer in writing; and to Customer at the address set out in the Order Form unless otherwise notified to Supplier in writing.

12.2 This Agreement and all matters arising out of it shall, unless otherwise specified on the Order Form or agreed by Supplier, in all respects be governed by the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English courts. However nothing in this clause shall exclude or limit applicable mandatory local law relating to Customer.

12.3 Where Customer is a body other than an individual the person signing or otherwise concluding this Agreement represents that s/he is authorised by Customer to sign it for and on behalf of Customer and to bind Customer thereby.

12.4 Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent between the parties and Customer shall have no authority to bind or to make any representation or warranty on Supplier's behalf.

12.5 Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Customer without Supplier's prior written consent, save where all or part of Customer's UK business is to be transferred to a limited liability partnership ("LLP"), in which event clause 12.6 shall apply.

12.6 The LLP shall notify Supplier that the LLP will assume all of the obligations owed by Customer under this agreement (the "Assumed Obligations"), and on the agreement of Supplier (not unreasonably withheld or delayed) the LLP shall be deemed to be the Customer as though the LLP had been the original signatory to the Agreement and shall be deemed always to have been responsible for the Assumed Obligations.

12.7 Supplier may, upon written notice to Customer, assign or transfer this Agreement or any rights and obligations hereunder either to an Affiliate or to a third party successor to all or substantially all of the business, stock or assets of Supplier's legal information business, in each case, without the prior consent of Customer. Supplier may without the prior written consent of Customer and without notice assign any benefit or transfer, delegate or sub-contract any of their duties and obligations under this Agreement to any third party, provided that in the case of sub-contracting, Supplier shall remain responsible for the performance by its sub-contractors of such obligations under the Agreement.

12.8 Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby.

12.9 Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

12.10 A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("CRTPA") to enforce any term of this Agreement. This clause shall not affect any right or remedy of any person which exists, or is available, other than under CRTPA.

12.11 The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

## **PART II**

### **SPECIAL PROVISIONS – SERVICE OR SPECIFIC DATA/FUNCTIONALITY**

## **13. PREVAIL AS BETWEEN PART II AND PART I**

13.1 Certain Data within the relevant Service is licensed subject to the provisions of Part II of this Agreement below or subject to other Additional Terms, which augment and/or take precedence over the provisions of Part I in relation to that Data and only to the extent of any conflict or ambiguity.

## 14. WESTLAW SERVICES

14.1 Definitions for clause 14 are as follows:

"Supplier Database" means a database identified as owned by Supplier and/or its Affiliates.

"Supplier-Proprietary Data" means Data included in a Supplier Database. Data which is not Supplier Proprietary Data is specified at clause 14.2 below.

"Westclips" and "Alerts" are current awareness alerting features set up by individual Users.

14.2 For the avoidance of doubt, the following are hereby stated not to be Supplier-Proprietary Data for the purposes of this Agreement:

(a) The Law Reports, The Weekly Law Reports, The Industrial Cases Reports and any other law reports licensed from the Incorporated Council for Law Reporting of England & Wales;

(b) Session Cases

14.3 Westclip and Alerts are offered as standard in Westlaw Services but for a frequency of no more than every 6 minutes.

14.4 QuickView+, is a current usage reporting service available to Customer in Westlaw Services. Customer must notify Supplier on [trluki.legalonlinenotices@thomsonreuters.com](mailto:trluki.legalonlinenotices@thomsonreuters.com) the User(s) authorised to view QuickView+.

14.5 Actual Charges billed by Supplier may vary from those reported on QuickView+. Customer agrees to pay the actual Charges as billed.

## 15. WESTLAW GULF

15.1 The following clauses apply in addition to those clauses regarding Westlaw Services at clause 14 above, to the to the Service comprising Westlaw Gulf ("Westlaw Gulf").

15.2 Customer acknowledges and agrees on behalf of itself and its Users that Westlaw Gulf is accessed and used on the following basis:

15.2.1 the Arabic version of the UAE Laws are the only official version, other than in cases where the official version is published in English;

15.2.2 the translations are provided "as is" and no warranty or representation is made with respect to their accuracy, clarity, fitness for purpose, correctness or quality;

15.2.3 the translations are not legalised translations; and

15.2.4 the translations are provided for reference purposes only and are not intended nor should they be used as a substitute for the Arabic versions of the UAE Laws.

## 16. LAWTEL PRECEDENTS

16.1 The following clauses apply to the Service comprising Lawtel Precedents ("Lawtel Precedents") only.

16.2 Definitions for clause 16 are as follows:

"Amended Precedents" means Precedents and Formatted Precedents that have been amended by Customer in accordance with provision of this clause 16 by amending clauses appropriate to a transaction or matter.

"Formatted Precedents" means Precedents amended using the Housetyle Tool only;

"Forms" means documents with blank sections for the insertion of details /information;

"Housetyle Tool" means the functionality of Lawtel Precedents that enables Customer to select how the Precedents will be styled when Customer downloads a Precedent, including but not limited to, the font size and font style of text in the Precedents, the inclusion or not of Precedent clause headings and tables of contents and the incorporation of the Customer's name and logo on the downloaded Precedents.

"Precedents" means template documents and clauses (in each case whether in whole or in part) included in Lawtel Precedents but does not, for the avoidance of doubt, include Forms.

### Precedents

#### 16.3 Permitted Acts – Precedents – use

16.3.1 During the Term Customer may:

(a) use the functionality made available through Lawtel Precedents (including the Housetyle Tool) in respect of the Precedents;

(b) view the Precedents on screen;

(c) alter, add to or amend the Precedents and Formatted Precedents for use as Customer's own Work Product;

(d) reproduce, quote and excerpt Precedents, Formatted Precedents and Amended Precedents in Customer's own Work Product;

(e) in the context of a transaction or legal action (whether actual or prospective), print, e-mail or otherwise distribute one or more Precedents, Formatted Precedents and/or Amended Precedents to the parties, parties' advisers and/or and court or tribunal in connection with the same.

16.3.2 Where 16.3.1 (e) does not apply, such material may only be so transmitted for internal use.

#### 16.4 Permitted Acts – Precedents - storage

16.4.1 Provided that at all times the source of all such documents are clearly identified as originating from Lawtel Precedents, Customer may, during the Term, download and store Precedents, Formatted Precedents and Amended Precedents in:

(a) a storage device under the exclusive control of Customer in order to carry out the functions permitted by this clause 16; and

(b) a Project Database, Know-How Database and/or Retention Database.

#### 16.5 Restrictions – Precedents only

16.5.1 Subject to clause 16.5.2 below, within 4 weeks of the date of termination of this Agreement in respect of Lawtel Precedents Customer must (and shall procure that Users) delete all copies of the Precedents, Formatted Precedents and Amended Precedents made by Customers and Users and confirm to Supplier that this has been done.

16.5.2 The provisions of clause 16.5.1 shall not apply to:

(a) copies of Precedents, Formatted Precedents and Amended Precedents stored in Retention Databases;

(b) copies of Precedents, Formatted Precedents and Amended Precedents related to an ongoing specific client transaction and/or cause of action, in which case such Precedents, Formatted Precedents and Amended Precedents



may be used to complete the said transaction only and thereafter may be stored in a Retention Database; and  
(c) copies of Amended Precedents which, as at the date of termination of this Agreement, have been created by Customer by substantially amending Precedents and/or Formatted Precedents.

#### **Forms**

##### **16.6 Permitted Acts – Forms – use**

16.6.1 During the Term Customer may access any Form currently available on Lawtel Precedents, for their personal use or their use on behalf of clients, to:

- (a) read the Form;
- (b) complete the Form on screen; or
- (c) print the Form from Lawtel Precedents and complete manually; or
- (d) in the context of a transaction or legal action (whether actual or prospective), print, e-mail or otherwise distribute the Form (whether blank, completed or partially completed) to the parties, parties' advisers and/or and court or tribunal in connection with the same.

16.6.2 Where 16.6.1(d) does not apply, Forms (whether blank, completed or partially completed) may only be so transmitted for internal use.

16.6.3 In the event that the Forms are withdrawn from Lawtel Precedents, all rights granted in this clause 16 in respect of the Forms shall terminate forthwith.

##### **16.7 Permitted Acts – Forms – storage**

16.7.1 Customer may, during the Term download and store any Form currently available on Lawtel Precedents in a storage device under the exclusive control of Customer in order to carry out the functions permitted by this Agreement;

16.7.2 Once completed or partially completed Customer may store such Forms in a Project Database and/or Retention Database but not, for the avoidance of doubt, a Know-How Database.

16.7.3 No Form stored pursuant to clause 16.7.1 or 16.7.2 above may be used as a precedent at any time and this clause 16.7.3 shall survive termination of this Agreement and/or any termination of the rights granted herein in respect of the Forms.

##### **16.8 Restrictions – Forms only**

16.8.1 Customer must not:

- (a) other than provided for in clauses 16.6.1(b) and 16.6.1(c) above, alter the Forms in anyway whatsoever;
- (b) use out of date Forms: User should ensure that the Forms are the current versions thereof at the time of their use and is advised to check on the Land Registry's website ([www.landregistry.gov.uk](http://www.landregistry.gov.uk)) that the Forms are still the current versions thereof;
- (c) sell the Forms;
- (d) remove the Crown Copyright acknowledgement located on each Form;
- (e) store any Form in precedent format or re-use any stored Form for such purpose; or
- (f) other than provided for at clause 16.6.1(d), permit anyone not subject to these Terms and Conditions to use any Form (or any part thereof) from Lawtel Precedents whether in digital or printed format.

16.8.2 Customer must obtain any approval for the use or acceptance of the Forms required under the Land Charges Act and the Land Charges Rules and the Land Registration Acts and Land Registration Rules.

16.8.3 On withdrawal of Forms from Lawtel Precedents, Customer shall:

(a) no longer be authorised to complete any printed copies of the withdrawn Forms produced from Lawtel Precedents; and

(b) erase all withdrawn Forms and copies thereof (but not completed or partially completed Forms which may continue to be stored (but not used as precedents) in print or electronic form in accordance with Clauses 16.7.1 and 16.7.2).

16.8.4 On termination of this Agreement, Customer shall:

- (a) no longer be authorised to access or use the Forms on Lawtel Precedents; and
- (b) no longer be authorised to complete any printed copies of the Forms produced from Lawtel Precedents; and
- (c) erase all Forms and copies thereof (but not completed or partially completed Forms which may continue to be stored (but not used as precedents) in print or electronic form in accordance with Clauses 16.7.1 and 16.7.2).

## **17. ACADEMIC INSTITUTIONAL CUSTOMERS' USE OF SERVICES**

### **All Services except IDS Services**

17.1 The following clauses 17.2 to 17.7 apply to all Service excluding IDS Services.

17.2 Academic Institutional Customers shall be entitled to unlimited access and use of the relevant Service solely for educational purposes ("Authorised Use") by Customers' students (whether full or part time, or distance learners) ("Students") and Customers' staff ("Staff"). Any other use is strictly prohibited.

17.3 The Charge for the relevant Service is based on the total number of students (as specified in the Order Form). If this figure decreases after this Agreement has been entered into but before the next renewal Supplier shall be under no obligation to Customer to reduce the Charge in respect of the relevant Service and/or rebate any of the Charges already paid by Customer.

17.4 The Charge for the other elements of the Service (as specified in the Order Form) is not dependant on student enrolment figures and is charged at a flat rate.

17.5 Two (2) part time students ("PTS") will count as one (1) full time student ("FTS") for the purposes of calculating the total number of students as specified in the Order Form. Where there is an odd number of PTS, the odd PTS will be charged at half the price for the FTS (within the relevant pricing band).

17.6 Subject to clause 17.7 below, access to the relevant Service will be by one of the methods of silent authentication supported by Supplier (unless otherwise agreed). Both the selected method of silent authentication to be used by Customer and the IP Range (where it is agreed that access shall be by IP Range) must be notified to Supplier. Further Customer must notify Supplier of any amendments to the foregoing. Supplier will not be liable for any reduced or lack of access to the relevant Service resulting from Customer's failure to so notify.

17.7 Supplier may make individual passwords available to certain categories of Students and Staff. Such passwords shall be used only for Authorised Use. Supplier reserves the right to require such Students and Staff to enter into

separate user agreements, which agreements may include restrictions on use in addition to those set forth herein.

#### **IDS Services**

17.8 The following clauses 17.9 to 17.11 shall apply to IDS Services only.

17.9 Access to IDS Services shall be by way of password(s) to use the relevant Services solely for educational purposes ("Authorised Use") by Customers' students (whether full or part time, or distance learners) ("Students") and Customers' staff ("Staff"). Any other use is strictly prohibited.

17.10 Supplier will notify Customer of the relevant password(s) and Customer shall be entitled to distribute the said password(s) to its Students and Staff up to the number of Users specified in the Order Form.

17.11 Customer shall ensure that Users are told use of the relevant Service is for Authorised Use and that the password(s) are confidential and non-transferable. Without prejudice to the generality of clause 4, Customer's attention is drawn to the provisions of clause 4.4 and 4.8 in Part I.

### **18. TRAINING AND SUPPORT**

#### **Training**

18.1 In respect of all Services except IDS Services, Customer hereby commits to actively pursue a policy of effective use of each Service. To this end, Customer (with the support of Supplier) will work toward establishing programs relating to effective use of the relevant Service, including training, at no charge, in the use of the Service by Supplier's staff for the firm's librarians, lawyers, paralegals and other appropriate personnel. Training is offered via a range of methods including webex, face to face and telephone sessions. Customer should contact Supplier to arrange mutually agreeable methods, dates and times.

#### **Support**

18.2 Support details are available online here: <http://legalsolutions.thomsonreuters.co.uk/customer-portal>

### **19. PRINT GOODS**

Any print goods supplied which are included on an Order Form alongside any Service shall be subject to Supplier's Terms of Trading (available on request or from [www.sweetandmaxwell.co.uk](http://www.sweetandmaxwell.co.uk)) rather than the Online Terms and Conditions which are part of this Agreement.

### **20. CD GOODS**

Any CD goods supplied which are included on an Order Form alongside (or included in any Print Goods) shall be subject to Supplier's **CD Terms and Conditions** supplied with the applicable CD goods or available on request from Supplier rather than the Online Terms and Conditions which are part of this Agreement.

### **21. EBOOKS**

Any eBooks supplied which are included on an Order Form alongside any Service or Print Goods shall be subject to Supplier's Terms of Trading, the relevant **Content Licence** and the ProView Software Licence (available on request or from [www.sweetandmaxwell.co.uk](http://www.sweetandmaxwell.co.uk)) rather than the Online Terms and Conditions which are part of this Agreement.