

# SOLCARA LEGAL SEARCH (PROFESSIONAL) LICENCE AND SUPPORT TERMS & CONDITIONS V3A ("TERMS AND CONDITIONS")

Version 3A

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 **"Affiliates"** means entities controlling, controlled by or under common control with Supplier.
- "Agreement"** means these Terms and Conditions, the Order Form and Special Conditions (if any) agreed between Supplier and Customer (as specified on the Order Form).
- "Charges"** means charges payable by Customer for the Service in respect of the Initial Subscription Period and any Renewal Period.
- "Documentation"** means current user guides and other material supplied by Supplier to Customer with the Software.
- "Fault"** means failure of the Software materially to perform in accordance with the Documentation.
- "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.
- "Maintenance Version"** means a release of the Software which corrects Faults or otherwise improves or modifies the Software but which does not constitute a New Version.
- "New Version"** means any version of the Software which adds new functionality or is otherwise from time to time publicly marketed and offered as a new version (i.e. being given a new primary number) for purchase by Supplier in the course of its normal business.
- "Order Form"** means any order form for the supply of the Service and Support to Customer.
- "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.
- "Service"** means Solcara Legal Search (Professional) i.e. the provision of access by way of a web address to the Software hosted by or on behalf of Supplier.
- "Software"** means the Solcara Legal Search software.
- "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 the Service means the later of (a) the date specified as the date on which access to the Service is intended to start on the Order Form and (b) the actual date on which access to that Service is given.
- "Supplier"** means **THOMSON REUTERS - Legal Business**, a company registered in England & Wales, Company number 1679046, having its registered office at Aldgate House, 33 Aldgate High Street, London EC3N 1DL.
- "Support"** means the Supplier software product support services described in clause 6.
- "Term"** comprises the Initial Subscription Period and any Renewal Period.
- "User"** means personnel of Customer authorised by Supplier and Customer to access the Service as specified in the Order Form.
- 1.2 Unless the context requires otherwise, the singular shall include the plural and vice versa. References to any statute herein shall include any amendment, variation or replacement to the same.

## 2. BASIS OF SUPPLY

- 2.1 These Terms and Conditions are the terms and conditions under which Supplier supplies the Service and Support and shall apply to the exclusion of any other express or implied conditions, including any terms and conditions to which the order of the Customer may purport to be subject.
- 2.2 No variation or addition to this Agreement shall be binding upon Supplier unless agreed in writing between a duly authorised representative of each of Supplier and the Customer.

## 3. CHARGES, BILLING AND PAYMENT

- 3.1 Except in the event of early termination of this Agreement as permitted herein, Customer shall pay Charges for the Service for the Term or as otherwise provided for by this clause. Charges will be payable as specified and levied in the currency shown on the Order Form.
- 3.2 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.
- 3.3 All Charges are exclusive of sales, use, value added, personal property and other taxes, which are additionally payable by Customer.
- 3.4 All Telecoms charges incurred in using the Service are the responsibility of Customer.
- 3.5 Customer will pay any undisputed invoice rendered by Supplier in full within 30 days of invoice date.
- 3.6 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.

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

3.7.1 Where Supplier wishes to make no increase in the Charges for a Renewal Period ("Proposed Charges") then unless notice of termination is served by Customer in accordance with clause 7.2.3, then the Term shall be deemed to be extended for the Renewal Period.

3.7.2 Where Supplier wishes to increase the Charges for the Renewal Period ("Proposed Charges"), Supplier will endeavour to issue Customer with a renewal notification specifying the Proposed Charges ("Renewal Notification") not less than 1 calendar month before the end of the Initial Subscription Period (or Renewal Period, if applicable).

3.7.3 Customer is deemed to agree to extend the Agreement for the Renewal Period and to pay the Proposed Charges 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 3.7.5, 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 7.2.1 hereof.

3.7.4 Where, on expiry of the Initial Subscription Period or Renewal Period (as applicable), the Objection Deadline has not elapsed, Supplier shall continue supplying the 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 3.7.5 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.

3.7.5 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.

## **4. LICENCE**

4.1. Supplier shall during the Term:

4.1.1 provide the Customer with access to the Service; Supplier hereby licenses the Customer on a non-exclusive and non-transferable basis, and for its internal requirements only, to use the Software via the Service and any associated materials provided by Supplier (whether in print or otherwise) in conjunction with the use of the Software; and

4.1.2 supply Support to the Customer;

each in accordance with this Agreement. All rights to access and use the 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.

4.2 The licence granted under clause 4.1 does not include authority to grant access to the Service or sub-licences of the Software to third parties (other than Users). The licence shall not be deemed to extend to any other programs or materials of Supplier other than the Service unless specifically agreed in writing by Supplier.

4.3 Except to the extent and in the circumstances expressly permitted by law, the Customer shall not alter, modify, adapt or translate the whole or any part of the Software in any way nor permit the whole or any part of the Software to be combined with or become incorporated in any other computer programs nor decompile, disassemble or reverse engineer the same nor attempt to do any such things. Notwithstanding the above, all rights to any modifications to the Software shall belong to Supplier and the Customer shall do all things necessary to vest such rights in Supplier.

4.4 Supplier may from time to time offer the Customer to install a Maintenance Version or New Version of the Software in substitution for the previous release.

4.5 Title to the Software shall at all times remain with Supplier.

## **5. PASSWORDS AND ACCESS/USER DETAILS**

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

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

5.3 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 the Service for any or all of the Users.

5.4 Any password is issued for the authorised use of Customer or its User(s) only; is not transferable, and shall be kept strictly confidential. The Customer shall notify Supplier immediately if it becomes aware of any unauthorised access to the Service by any person.

5.5 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 [solcara.support@thomsonreuters.com](mailto:solcara.support@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.

5.6 Customer is solely responsible for maintaining security of the passwords; and for all access to and use of the 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.

5.7 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 the Service or any part of it.

5.8 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.

5.9 If Customer wishes to allow access to the 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 [solcara.support@thomsonreuters.com](mailto:solcara.support@thomsonreuters.com).

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

5.11 Supplier may suspend or restrict access to the 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 the Service as soon as possible.

## 6. SUPPORT

6.1 Subject to the further provisions of this clause, Supplier shall provide Support in respect of the Service during the Term as further set out in this Clause 6.

6.2 Support shall comprise the following:

6.2.1 the creation and making available from time to time of Maintenance Versions when issued by Supplier;

6.2.2 reasonable levels of advice by electronic mail, telephone, facsimile or post on the use of the Service;

6.2.3 upon request by the Customer, the diagnosis of Faults in the Software and the rectification of Faults by the issue of fixes in respect of the Software.

6.3 The Customer shall supply by email to Supplier's Support Centre a detailed description of any Fault requiring Support and the circumstances in which it arose forthwith upon becoming aware of the same. Supplier will assign a unique call reference to each reported Fault for tracking purposes. All communicating with the Supplier Support Centre should be clearly marked for the attention of: "Supplier Support" and where possible, include the unique call reference number.

6.4 Supplier will use its reasonable endeavours to achieve the following response times:

Severity Codes	Description	Target Response Times
1	A live production system is down	2 working hrs
2	Suspected high impact condition associated with the application	4 working hrs
3	Intermittent or low impact condition	Within 3 working days
4	Question concerning the application or its usage	Within 5 working days

6.5 Support shall not include the diagnosis and rectification of any Fault resulting from the following, and Supplier reserves the right to charge for any such support effort on a time and materials basis at Supplier's current rates:

6.5.1 improper use, operation or neglect of the Service;

6.5.2 modification of the Service or its merger (in whole or in part) with any other software;

6.5.3 failure by the Customer to implement recommendations in respect of or solutions to Faults previously advised by Supplier;

6.5.4 any repair, adjustment, alteration or modification of the Software by any person other than Supplier without Supplier's prior written consent;

6.5.5 the Customer's refusal to use in substitution for the previous release any Maintenance Version of the Software, in relation to Faults which would have been resolved by such substitution;

6.5.6 the use of the Service/Software for a purpose for which they were not designed; or

6.5.6 any problem with the Service which is caused by or results from the Customer changing any hardware, operating system software, networks or other technical infrastructure

6.6 Support is provided by Supplier between 9am and 5pm Monday to Fridays(excluding UK Public Holidays being any day on which banks are legally closed).

### CALL

0845 600 9355

### EMAIL

[solcara.info@thomsonreuters.com](mailto:solcara.info@thomsonreuters.com)

Support details are also on <http://www.solcara.com/contact-us>

## 7. TERM AND TERMINATION

7.1 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 7.2.

### 7.2 This Agreement may be terminated by:

7.2.1 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

7.2.2 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

7.2.3 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

7.2.4 Supplier, with immediate effect, if any organisation, which Supplier acting reasonably determines to be a competitor of Supplier acquires Control of Customer. For the purposes of this clause 7 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.

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

7.4 Upon termination for whatsoever reason, if Customer has pre-paid any Charges in respect of the Service 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.

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

7.6 Upon termination or expiry of this Agreement:

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

(b) Supplier may withdraw access to and Customer shall immediately cease use of the Service;

7.7 Upon termination or expiry of this Agreement, the following clauses will survive termination or expiration of the Agreement for any reason: 3.6, 4.5, 8, 11, and to the extent necessary for interpretation of the surviving clauses, Clause 1.

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

### **8.1 Warranties**

8.1.1 Except as specifically provided in this Agreement, the Service/Software and Support 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.

8.1.2 Supplier warrants to Customer that the Service/Software does not infringe any industrial or intellectual property rights of any third party and that it holds itself the necessary rights to grants the rights specified in this Agreement and that it has authority to enter into this Agreement with Customer.

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

### **8.2 Exclusion of liability**

8.2.1 Neither Supplier nor its Affiliates make any warranty that access to the Service/use of the Software will be uninterrupted, secure, complete or error free.

8.2.2 Other than in respect of the warranty given in Clause 8.1.2 Supplier shall not be liable in contract, tort, delict or otherwise for any loss of whatsoever kind howsoever arising suffered in connection with the Service/Software and Support.

8.2.3 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 the Service/Software and Support.

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

8.2.5 Without prejudice to the generality of clauses 8.2.1 to 8.2.4, in no event shall Supplier 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; or

(b) any lost profits (whether direct or indirect) or any consequential exemplary incidental, indirect or special damages relating in whole or in part to Customer's rights under this Agreement or use of or inability to use the Service/Software even if Supplier has have been advised of the possibility of such damages.

8.2.6 Other than in respect of the warranty given in Clause 8.1.2 Supplier will have no liability whatsoever for any liability of Customer to any third party which might arise.

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

8.2.9 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.

### **8.3 Limitation of Liability**

8.3.1 Other than in respect of the warranty given in Clause 8.1.2, Customer's exclusive remedy and Supplier's entire liability under this Agreement if any, for any claim(s) for damages relating to the Service/Software and Support 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.

8.3.2 If the Service/Software does not perform in any material respect as set out in the Documentation, Supplier will either:

(a) repair the Service/Software;

(b) replace the Service/Software; or

(c) if after repeated efforts, Supplier is unable to make the Service/Software operate in accordance with the Documentation, provide the Customer with a full refund of all sums paid by the Customer in respect of the period from the date that the Service/Software first failed to perform in accordance with the Documentation to the Expiry.

8.3.3 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 the appointed agents or employees of Supplier whilst acting in the course of their employment; or

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

8.3.4 Except for claims relating to non-payment of the Charges or improper use of the Service/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.

## 9. NON-SOLICITATION

For so long as Supplier is providing the Service to the Customer and for a period of six months thereafter the Customer shall not (whether personally or by its agent and whether for itself or on behalf of any other person, firm or company) induce or seek to induce any employee of Supplier to leave Supplier's employment.

## 10. FORCE MAJEURE

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, communications or internet failures, industrial or labour dispute, inability to obtain essential supplies and the like.

## 11. NOTICES, GOVERNING LAW AND GENERAL PROVISIONS

11.1 Except as otherwise provided, all notices and correspondence must be given in writing to Supplier at: Solcara, 160 Blackfriars Road, London SE1 8EZ or solcara.[support@thomsonreuters.com](mailto:support@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.

11.2 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.

11.3 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.

11.4 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.

11.5 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 11.6 shall apply.

11.6 Where all or part of Customer's UK business is to be transferred to a LLP 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

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

11.12 For the avoidance of doubt, the provisions of this Agreement shall apply to the Legal business of Thomson



Reuters(Professional) UK Limited (“TRPUKL”) only and not any of the other businesses within TRPUKL (currently Tax & Accounting, GRC, IP Solutions, Scientific).

## **12. CONFIDENTIALITY AND DATA PROTECTION**

12.1 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.

12.2 Supplier warrants that any personal data collected by Supplier in the performance of this Agreement will be used by Supplier or its third party suppliers 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.

12.3 Supplier warrants that it, or its third party supplier as the case may be, 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 or the said third party supplier in the performance of this Agreement.

## **13. MARKETING**

The Customer agrees that Supplier may issue a press release announcing the order once this Agreement is signed. The press release to be issued will be agreed in advance with the Customer.

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