

**Firm Central Customer Portal Licence Agreement**  
**v.1 (07.08.15)**

Your access to and use of the Firm Central Customer Portal are subject to the terms of this Agreement (“Agreement”). By accepting the terms of this Agreement and completing the registration process, you become an authorized user of the Firm Central Customer Portal.

**1. Definitions**

**Agreement** means this Firm Central Customer Portal Licence Agreement;

**Customer Portal** means the Firm Central Customer Portal, including the Software and content, which is available to clients of Subscribers;

**Password** means the password set up by User when registering for access to the Customer Portal;

**Software** means any software associated with the Customer Portal;

**Subscriber** means a current subscriber to Firm Central;

**Supplier** means Thomson Reuters Professional (UK) Limited;

**User** means an individual authorised by a Subscriber and Supplier to access the Customer Portal.

**2. License and Access**

- a. Supplier grants User a nonexclusive, nontransferable, limited license to use the Customer Portal as authorized by a current Subscriber to access Subscriber’s data.
- b. Subject to the terms herein, Supplier shall provide Users with access to the Customer Portal by provision of a password. User is solely responsible for maintaining security of the Password. The Password is not transferable, and shall be kept strictly confidential. User is responsible for all access to and use of the Software by means of User’s Password, even if User did not know of or authorise such access and use.

**3. Usage Permissions & Restrictions**

- a. User may only access the Customer Portal and use the Software as expressly permitted herein.
- b. User is licensed to access and use content uploaded by the User or as otherwise authorised by the inviting Subscriber.
- c. User may not publish, transmit, retransmit, disseminate, broadcast, circulate, sell, resell, loan, lease, distribute or transfer the Software or copies to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Software. User may not reproduce all or any portion of the Software or any accompanying user documentation or modify, translate or otherwise create derivative works of the Software.

**4. User Content**

- a. User grants Supplier a worldwide right to use, host, store, service, reproduce, modify, create derivative works, communicate, and publish all content uploaded to the Software by User only as is necessary for Supplier to perform its duties under this Agreement. Supplier agrees that all User uploaded content and documents (“User Content”) is provided to Supplier by User solely to enable Supplier to provide services, including accessing and viewing User Content as directed by User (using User’s passwords as needed) in order to provide research assistance and/or technical support, to User and that User Content will only be used for that purpose and will only be accessed by those employees and affiliates of Supplier who have a need to access User Content in order to provide the services.
- b. User shall retain all title and ownership of any intellectual property rights it holds in User Content. User is responsible for ensuring that it has all of the necessary rights in any User Content and that all User Content does not infringe on the rights of any copyright owners, violate any applicable laws or violate the terms of any license or agreement. Supplier reserves the right to delete or disable any User Content alleged to infringe on the intellectual property rights of any third party.

## 5. **Copyright**

- a. User hereby acknowledges and agrees that all right, title and interest in and to the Customer Portal, any accompanying Documentation and any other related materials are, and shall remain, vested solely in Supplier or Supplier's licensors, and User shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder.
- b. All Trade Marks included within the Customer Portal, are the property of Supplier or its Affiliates, as the case may be. Supplier and/or Supplier's Affiliates reserve all rights in Trade Marks.

## 6. **Confidential Information**

- a. Supplier warrants that any personal data collected by Supplier will be used by Supplier or its third party suppliers only for the purposes of providing the Customer Portal and in accordance with any marketing consents given in relation to the Customer Portal and that Supplier will process any such personal data in accordance with the provisions of the Data Protection Act 1998.
- b. Supplier acknowledges that any documents, the contents thereof, or other proprietary or confidential materials expressly designated as confidential that are provided to Supplier by User during the term of this Agreement ("User Confidential Information") are valuable assets of User. Supplier will take reasonable steps to ensure that the User Confidential Information is not used or disclosed except as expressly permitted by this Agreement. Supplier will not permit any unaffiliated third party access to, in any manner, the User Confidential Information, except as provided in this Agreement. User Confidential Information shall not include information that consists of ideas, concepts, knowhow or techniques relating to the enhancement, customization, installation or implementation of the Software.
- c. User acknowledges and agrees that the Customer Portal constitutes a valuable proprietary product of Supplier and that the Customer Portal, together with the terms of this Agreement, shall be referred to as the "Supplier Confidential Information." User will take reasonable steps to ensure that the Supplier Confidential Information is not used or disclosed except as expressly permitted by this Agreement. User will not permit any third party access to, in any manner, the Supplier Confidential Information, except as provided in this Agreement.
- d. Both parties agree to use reasonable efforts to provide the other party with notice, if a party becomes legally compelled to disclose the Confidential Information and/or personal data of the other party.

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

- a. THE CUSTOMER PORTAL IS 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. IN NO EVENT SHALL SUPPLIER AND/OR ITS AFFILIATES BE LIABLE TO USER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO USER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, THE CUSTOMER PORTAL, EVEN IF SUPPLIER AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER SUPPLIER NOR ITS AFFILIATES MAKE ANY WARRANTY THAT ACCESS TO THE CUSTOMER PORTAL WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. USER ACKNOWLEDGES THAT PROVISION OF THE CUSTOMER PORTAL ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.
- b. User agrees to indemnify Supplier against any use of the Customer Portal in breach of this Agreement (unless prior written consent of Supplier is obtained), including use by a third party where the User has allowed or facilitated access to the Customer Portal.
- c. Supplier shall not be liable in contract, tort, delict or otherwise for any loss of whatsoever kind howsoever arising suffered in connection with the Customer Portal.
- d. 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 Customer Portal.
- e. Supplier will have no liability whatsoever for any liability of User to any third party which might arise.
- f. None of these Terms shall operate to exclude or restrict liability for fraud or for death or personal injury.

**8. Modifications**

Supplier may, at any time without notice, amend this Agreement and modify, enhance or delete databases, features, content and services, including the arrangements for access to the Customer Portal. Such new terms will be made available online at <http://legalsolutions.thomsonreuters.co.uk/customer-portal> and will be effective immediately upon Thomson Reuters's posting. User is responsible for regularly reviewing this Agreement. Continued use of the Software after any such changes also constitutes User's consent to such changes.

**9. Term and Termination**

This Agreement will be effective upon User's first access to the Customer Portal by means of the Password. Supplier may terminate this Agreement at any time. Upon any termination of this Agreement, User's Password will automatically be revoked.

**10. Feedback**

Any and all Feedback that User provides to Supplier shall become the exclusive property of Supplier without any payment, accounting, remuneration, or attribution to User. "Feedback" means information provided, in any manner, by or on behalf of User with respect to any feature, product or service, or their enhancement, customization, configuration, installation, or implementation, including but not limited to ideas, concepts, suggestions, materials, functions, methods, processes, and rules.

**11. Miscellaneous**

- a. This Agreement and all matters arising out of This Agreement shall 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.
- b. 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.
- c. 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.
- d. 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 provision of This Agreement and Conditions. This clause shall not affect any right or remedy of any person which exists, or is available, other than under CRTPA.
- e. The headings and captions contained in This Agreement are inserted for convenience only and do not constitute a part of This Agreement.
- f. User may not assign, sublicense or otherwise transfer this Agreement or any part of it (including User's Password) to a third party without Supplier's prior written consent. Supplier may assign or transfer any rights and obligations under This Agreement 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 without the prior consent of Customer.