

# Schedule

If you have selected to purchase Lexis® Draft or Lexis® Draft Pro (the “Software”) the following terms apply.

## LEXIS® DRAFT and LEXIS® DRAFT PRO AGREEMENT

### 1. Technical Requirements.

The Software includes various third party tools licensed to LexisNexis under the terms and conditions herein. The Software is proprietary software that integrates LexisNexis content directly within the Microsoft Corporation software applications Microsoft Outlook and Microsoft Word. In order to use the Software, Customer must (a) subscribe to Lexis® Draft or Lexis® Draft Pro by ticking the applicable check box on the Order Form; (b) have a paid-up license to use Microsoft® Office 2007 or Microsoft® Office 2010 or Microsoft® Office 2013 from Microsoft Corporation; and (c) meet the other system operating and other requirements as reasonably required by LexisNexis for the proper operation of the Software (collectively, the “Technical Requirements”). The term “Licence Term” shall mean the period specified for the Software in the Order Form.

### 2. License.

Upon payment of the Licence Fee, LexisNexis grants Customer a personal, limited, non-exclusive, non-transferable right to access and use the Software product indicated in the Order Form, during the Licence Term, subject to the terms of the Lexis® Draft and Lexis® Draft Pro End User License Agreement attached hereto as Exhibit A and subject to the LexisNexis General Terms and Conditions and Terms of Trade. LexisNexis (or its third party licensor(s) if applicable) retains all right, title, and interest in and to the Software, and any intellectual property embodied therein. All access to and use of LexisNexis content via the Software shall be subject to the terms of this Schedule. The term “Licence Fee” shall mean the amount so specified for the Software product in the Order Form.

### 3. Renewal.

This Schedule will automatically renew for a further period equal to the initial Licence Term specified herein in accordance with clause 5.1 of the LexisNexis General Terms and Conditions. If you do not wish to renew your licence at the end of the Licence Term, you must provide notice of termination in accordance with clause 5.2 of the LexisNexis General Terms and Conditions. Upon expiry or termination of your licence for any reason, Customer may still have access to the Software however Customer will not be able to access the content and materials which would otherwise be available had the Customer had an active and valid licence.

### 4. Installation.

- 4.1 In order to access and use the Software, the Software must be installed on Customer’s system via one of the following installation methods:
- (a) Standard Implementation – If the Customer has selected standard installation of the Software the Customer must download the Software from the LexisNexis website and must install the Software on individual users’ desktops or on a network level, as appropriate;
  - (b) Custom Installation – If the Customer has selected custom installation of the Software by LexisNexis, installation of the Software will be carried out by LexisNexis in the manner and subject to the fees, terms and conditions described in the Customer’s integration services agreement with LexisNexis
- 4.2 Notwithstanding the above installation method, each of the Licensed Users of the Customer must register to be able to use the Software, and must accept the end user licence terms set forth at Exhibit A on registration. The term “Licensed User” shall have the same meaning as “Authorised Users” in the LexisNexis General Terms and Conditions.

### 5. Confidentiality.

- 5.1 In the event that LexisNexis comes into contact with Customer’s Confidential Information in the performance of its obligations under this Schedule, LexisNexis will use the Confidential Information within its organisation on a “need to know” basis and as necessary to perform its obligations under this Schedule, and will protect the Confidential Information from disclosure to any third party. For purposes of this Schedule, “Confidential Information” shall include client or customer names, financial information, work product and other information.
- 5.2 Notwithstanding Section 5.1, LexisNexis may disclose Confidential Information to a third party as follows: (a) when disclosure is required under applicable law, provided LexisNexis gives Customer notice of the required disclosure and cooperates with Customer, at Customer’s expense, in seeking reasonable protective arrangements (however, LexisNexis is not required to act in a manner contrary to its legal obligation to disclose or which would result in sanctions or other penalties); and (b) to persons who are advisers or subcontractors to LexisNexis to the extent such persons are subject to confidentiality obligations with LexisNexis that protect Customer’s Confidential Information to an extent comparable with this Schedule and have a need to know the Confidential Information. At Customer’s written request, LexisNexis shall return Customer’s Confidential Information to Customer or destroy it and certify its destruction.
- 5.3 LexisNexis and Customer agree that Confidential Information shall not include information that (i) is already rightfully known to LexisNexis at the time it is obtained from Customer, free from any obligation to keep such information confidential; (ii) is or becomes publicly known or available through no wrongful act of LexisNexis; (iii) is rightfully received from a third party without restriction and without breach of this Schedule; (iv) is contained in, or is capable of being discovered through examination of, publicly available records or products; or (v) is developed by LexisNexis without the use of any proprietary, non-public information provided by Customer under this Schedule.
- 5.4 Customer agrees that any pricing information and the terms and conditions herein are deemed confidential and must not be shared with any other party.

### 6. Miscellaneous.

- 6.1 In the event of any conflict between the terms of this Schedule and the attached Exhibit A, the terms of this Schedule shall prevail.
- 6.2 Customer acknowledges and agrees that the Microsoft Word documents and Microsoft Outlook emails (“Customer’s Work”) that it selects to be analysed using certain features of the Software will momentarily leave its environment and will be sent to LexisNexis to be marked/tagged/indexed. LexisNexis represents and warrants that all such processing of Customer’s Work will happen machine-to-machine, without human intervention and LexisNexis will not store, review, or retain Customer’s Work beyond the time required for processing (i.e., LexisNexis will not store Customer’s Work in any back up logs, server logs, etc.)

**EXHIBIT A**  
**LEXIS® DRAFT AND LEXIS® DRAFT PRO END USER LICENSE AGREEMENT**

**1. LICENSE GRANT.**

- 1.1 Subject to the terms and conditions of this Lexis® Draft and Lexis® Draft Pro End User License Agreement (this "EULA"), LexisNexis grants you a personal, limited, nonexclusive, non-sublicensable, non-transferable license for the agreed Licence Term to access and use the Lexis® Draft or Lexis® Draft Pro software product (the "Software") set forth in your customer order form, solutions service agreement or other agreement with LexisNexis ("Order Form"). Use of the Software is subject to the terms set forth in the Order Form including the number of Licensed Users, the Licence Term and the Licence Fee set forth in the Order Form. Customer must not use the Software in excess of the number of authorised Licensed Users and/or any other restrictions/limitations described herein. Other provisions that govern your use of the Software are set forth in the LexisNexis General Terms and Conditions including any other applicable terms and conditions referenced therein ("Referenced Terms"). This EULA, your Order Form and the Referenced Terms together form your agreement with us in respect of the Software ("Agreement").
- 1.2 Restrictions and Prohibitions on Use. Except as expressly permitted by Section 1.1, or upon the express prior written consent of LexisNexis, you may not, nor permit others to: (1) copy, print, republish, display, transmit, distribute, sublicense, sell, rent, lease, loan, or otherwise make available in any form or by any means (including electronic media now existing or hereafter developed), all or any substantial portion of the Software; (2) provide anyone other than your Licensed Users access to the Software or any portions thereof; (3) use the Software to develop, or as a component of, an information storage or retrieval system, database, info-base, or similar information resource (in any media now existing or hereafter developed), including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (4) create compilations or derivative works of the Software; (5) make any portion of the Software available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future; (6) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Software; (7) remove, disable, or defeat any functionality of the Software; (8) upload content in the Software (through the Notes feature or otherwise) that is defamatory, libellous, pornographic or obscene, unless such content is reasonably related to professional responsibilities; (9) disclose, provide or otherwise make available trade secrets contained within the Software without the prior written approval of LexisNexis; (10) alter or remove any proprietary notices or legends contained on or in the Software; (11) release, publish, and/or otherwise make available to any third party the results of any performance or functional evaluation of the Software without the prior written approval of LexisNexis; or (12) use for illegal purposes.
- 1.3 Electronic Documents. Solely with respect to the electronic documents included with the Software (e.g., the electronic version of the user guide), you may only make as many copies as reasonably necessary for use by each Licensed User (either in hard copy or electronic form), provided that such copies shall be used only for your sole use and are not republished or distributed to any third party.
- 1.4 Third Party Materials. The use of some third-party materials included in the Software may be subject to other terms and conditions typically found in a separate software agreement or "Read Me" file located in or near such materials.
- 1.5 Audit. Customer agrees that LexisNexis (or its third party licensor, if applicable) and its independent accountants reserves the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with these terms. In the event such audit discloses non-compliance with these terms, Customer shall promptly pay the appropriate license fees as advised by LexisNexis, plus the reasonable cost of conducting the audit.
- 1.6 Customers of Lexis® Draft Pro only. In addition to the terms of this Agreement, Customer acknowledges and agrees that:
- (a) some portions of the Software licensed hereunder may make use of one or more aspects of a database of words referred to as WordNet®, from Princeton University. The following copyright notice applies to WordNet®:

WordNet 3.0 Copyright 2006 by Princeton University. All rights reserved. THIS SOFTWARE AND DATABASE IS PROVIDED "AS IS" AND PRINCETON UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, PRINCETON UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE LICENSED SOFTWARE, DATABASE OR DOCUMENTATION WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. The name of Princeton University or Princeton may not be used in advertising or publicity pertaining to distribution of the software and/or database. Title to copyright in this software, database and any associated documentation shall at all times remain with Princeton University and Customer agrees to preserve same.

- (b) The third party licensor may amend its terms of use at any time on reasonable notice, including without limitation by posting revised terms on its website at <http://www.wordrake.com/wordrake2eula.html> which amended terms you shall be binding on you.

- 2. COPYRIGHT.** LexisNexis and its third party licensors and developers hold exclusive ownership of the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets incorporated in the Software's design and coding methodology including any documentation, user manuals, specifications or derivative works thereof. The Software is protected by United States and international copyright laws and international treaty provisions. This EULA does not grant you any ownership or intellectual property rights in the Software. All suggestions or feedback provided by the Customer to LexisNexis, its employees, agents or third party licensors with respect to the Software shall be the property of LexisNexis and/or its third party licensors and Customer hereby assigns the same to LexisNexis and/or its third party licensors. You may make one copy of the machine-readable form of the Software for backup or archive purposes and as such you must reproduce the original copyright notice with that copy.

- 3. REVERSE ENGINEERING.** You agree that you will not, nor will you permit others to attempt to: (i) modify or translate the Software; (ii) decompile, decrypt or disassemble the Software or reduce the Software to human-readable form, (iii) create derivative works based on the Software; (iv) merge the Software with or into another product not approved for use by LexisNexis (excluding Microsoft Office); or (v) copy the Software except as expressly permitted by this EULA.

**4. SOFTWARE SUPPORT**

- 4.1 As part of your licence of the Software, LexisNexis will provide the following support and maintenance for the Software in the first year commencing on the date you purchase the Software licence ("Support Services"):
- (a) Product Support. LexisNexis will provide support services for the Software according to the support centre;
- (b) Software Problem Resolution. If you report to LexisNexis that the Software does not function according to the user-level documentation for the Software ("Software Problem") and otherwise comply with Section 5, LexisNexis will investigate the Software Problem within a reasonable time after receiving proper notice from you, and sufficient information to identify the problem. LexisNexis will work to correct the Software Problem(s) that can be verified based on the information provided by you utilizing a system that meets the system requirements for the Software. If the investigation confirms the existence of a Software Problem, LexisNexis will use reasonable efforts to correct the Software Problem which may include implementing a temporary work-around. If LexisNexis, in good faith, determines that the Software Problem results from an error in the applicable user-level documentation, LexisNexis may correct the Software Problem by correcting that documentation.
- (c) Software Updates and Upgrades. The license granted herein is only to the Software product offering specified on your Order Form. This license does not entitle you to have access or use of any other Lexis® Draft software module or product. In order to ensure the proper operation of the Software in accordance with its written documentation, LexisNexis will provide you with patches, bug fixes, corrections and minor enhancements during the first 12 months from the date of purchase of the Software ("Updates"). Updates will be provided free of charge as they become commercially available from LexisNexis in the first 12 months. Thereafter, LexisNexis may continue to provide Updates free of charge at its discretion.

LexisNexis may also provide you with feature or functionality enhancements to the Software (an "Upgrade") as such Upgrades become commercially available from LexisNexis and which may be chargeable. LexisNexis's distribution of Upgrades and/or Updates to you does not entitle you to use more copies of the Software than

the number of Licensed Users for which you have a valid licence. This license, including the release of any Update or Upgrade to the Software, does not entitle you to have access to or use of any other Lexis® Draft software product. If you wish to use any other Lexis® Draft software product, you may be required to execute an agreement with LexisNexis which contains the appropriate terms of use and charges for the applicable Lexis® Draft software module/product. Your use of an Upgrade or Update is licensed in accordance with the terms and conditions of this EULA.

- 4.2 LexisNexis is not obligated to provide Support Services for any Software (a) that has been provided to you free of charge, (b) that has been altered other than by LexisNexis or at LexisNexis's direction, (c) that is more than one version out of date or (d) that has been discontinued.
- 4.3 LexisNexis retains the right to change or modify the Support Services offered herein at any time and from time to time upon thirty (30) days' written notice to you.

#### 5. YOUR RESPONSIBILITIES.

- 5.1 The Support Services do not include, and you must provide at your expense unless otherwise expressly agreed by you and LexisNexis in writing: (a) installation, testing, and operation of the Software and all Upgrade and/or Updates; (b) isolation and documentation of Software Problems; (c) intranet resources, backup and restoration of your systems; and (d) modems and Internet access for LexisNexis's remote access and diagnosis of Software Problems, when necessary.
- 5.2 LexisNexis is not responsible for products provided to you by third parties, whether or not LexisNexis recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet your requirements will not affect either party's obligations under this EULA.

#### 6. WARRANTY.

6.1 LexisNexis warrants that at the time of installation, the Software will operate substantially in accordance with the documentation provided with the Software on delivery as at the date of installation, unless performance problems are the result of hardware failure, improper use, or modification by you or your agents or contractors or due to your failure to install Updates. If the Software does not so operate substantially in accordance with this clause, your exclusive remedy and LexisNexis's sole obligation under this warranty shall be, in LexisNexis's sole discretion, either to replace the Software, to provide you with a bug fix or patch, or to refund the Licence Fee.

6.2 LexisNexis further warrants that Software Support will be performed in a professional manner, consistent with industry standards.

6.3 If you are a "consumer" for the purposes of Australian Consumer Law, we are required to include the following statement as a result of the undertakings described in Section 4.1, 6.1 and 6.2. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- (a) to cancel your service contract with us; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service. The benefits to you described in Sections 4.1, 6.1 and 6.2 are in addition to other rights and remedies you have under the Australian Consumer Law and other laws. Our warranties are provided by Reed International Books Australia Pty Limited trading as LexisNexis, Address: Tower 2, 475 Victoria Avenue, Chatswood NSW 2067, Telephone Number: 1800 772 772 Email: customersupport@lexisnexis.com.au.

However, please be aware that the Australian Consumer Law permits us to limit our liability in respect of the guarantees referred to above in accordance with the limitation in Section 6.4.

6.4 If you are a "consumer" for purposes of the Australian Consumer Law, certain guarantees may be conferred on you and certain rights and remedies may be conferred on you which cannot be excluded, restricted or modified. If so, then to the maximum extent permitted by law, our liability to you is limited at our option to:

- (a) In the case of goods, replacement or repair of goods or payment of the cost of replacing or repairing the goods; and
- (b) In the case of services, re-supply of the services or payment of the cost of re-supplying the services.

6.5 Subject to Section 6.4 and to the maximum extent permitted by law, we hereby exclude all other conditions, warranties, guarantees or representations, express or implied, by statute, trade or otherwise, including without limitation: LEXISNEXIS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE, UPGRADE OR UPDATE WILL MEET ANY PARTICULAR REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SOFTWARE, UPGRADE OR UPDATE (INCLUDING SOFTWARE WHICH LEXISNEXIS CREATES OR MODIFIES FOR YOU) WILL OPERATE UNINTERRUPTED OR BUG/ERROR-FREE, OR THAT THE SOFTWARE, UPGRADE OR UPDATE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM, SYSTEM OR APPLICATION. PORTIONS OF THE SOFTWARE HAVE BEEN DEVELOPED BY THIRD PARTIES AND SUCH PORTIONS ARE PROVIDED "AS IS." ADDITIONALLY, IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. ALL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN APPLY TO LEXISNEXIS'S SOFTWARE DEVELOPERS, SUBCONTRACTORS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND LEXISNEXIS ARE COLLECTIVELY RESPONSIBLE.

#### 7. FEES AND PAYMENT FOR LICENCE.

7.1 Applicable fees and charges for the Software and the support services are set forth in your Order Form. Unless otherwise stated, the fees for the licence do not include any taxes, such as sales, use, or excise taxes and are non-refundable.

7.2 In the event LexisNexis sends you an invoice for the Licence Fees, you shall pay LexisNexis the net amount of each invoice in Australian dollars within 30 days after the date of the invoice. If you fail to pay any invoiced amount when due, LexisNexis may charge you interest on the unpaid balance from the date of the invoice until the date paid at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower.

8. **TERMINATION.** The Agreement may be terminated in accordance with the LexisNexis General Terms and Conditions. Upon termination of the Agreement, you will promptly cease all use of the Software and will return all copies of the Software and documentation to LexisNexis or, at the option of LexisNexis, certify to LexisNexis in writing, signed by an executive officer, that all copies of the Software and documentation have been destroyed. Termination of the Agreement will not be an exclusive remedy and all other remedies will be available to either party whether or not the Agreement is terminated.

9. **LIMITATIONS OF LIABILITY.** SUBJECT TO SECTION 6.4, NOTWITHSTANDING THE TERMS CONTAINED IN THIS EULA, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL LEXISNEXIS, ITS PARENT, AFFILIATES, OR ANY OF ITS SOFTWARE DEVELOPERS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF LEXISNEXIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER LOCAL LAW, CERTAIN LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE. SUBJECT TO SECTION 6.4 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LEXISNEXIS'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE LICENCE FEE PAID BY YOU FOR THE PRECEDING TERM.

You agree that a material breach of the terms and conditions herein adversely affect the intellectual property rights of LexisNexis (or its third party licensor, if applicable) in the Software or confidential information and may cause irreparable injury for which monetary damages would not be an adequate remedy and as such LexisNexis shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law. In addition, you shall defend, indemnify and hold harmless LexisNexis (and/or its third party licensor, if applicable) and their officers, directors, employees, agents, affiliates,

representatives, and distributors, from and against any and all suits, actions, claims, costs, damages, losses, liabilities and expenses (including legal fees) they may suffer or incur in connection with your breach of the licence terms in Sections 1 – 3 of this Agreement.

- 10. INDEMNITY.** Subject to the terms herein, LexisNexis (or its third party licensor, if applicable), at its expense, shall defend Customer from any and all third party claims that the Software infringes or violates any third party intellectual property right in the country that the Customer purchased a license to the Software and shall indemnify Customer from any amounts assessed against Customer in a resulting judgment or amounts to settle such claims, provided that Customer: (a) gives prompt written notice of any such claim; (b) permits LexisNexis to control and direct the defense or settlement of any such claim; and (c) provide all reasonable assistance in connection with the defense or settlement of any such claim, at its expense. If Customer's use of the Software is (or in LexisNexis' opinion is likely to be) enjoined, then, at its expense and in its sole discretion, may: (i) procure the right to allow Customer to continue to use the Software, or (ii) modify or replace the Software or infringing portions thereof to become non-infringing, or (iii) if neither (i) nor (ii) is commercially feasible, terminate Customer's right to use the affected portion of the Software.

To the extent any infringement claim is based upon or arises out of: (i) any modification or alteration to the Software not made by LexisNexis or its third party licensors; (ii) any combination or use of the Software with products or services not approved by LexisNexis in writing; (iii) Customer's continuance of allegedly infringing activity after being notified thereof; (iv) Customer's failure to use any Updates made available by LexisNexis; and/or (v) use of the Software not in accordance with the applicable documentation or outside the scope of the license granted under this Schedule. The remedies set forth in this Section constitute Customer's sole and exclusive remedies, and LexisNexis' entire liability, with respect to infringement or misappropriation of third party intellectual property.

- 11. EXPORT RESTRICTIONS.** You agree that you will not permit use of or export, directly or indirectly, re-export, divert or transfer the Software in violation of any applicable export control law or regulation, including without limitation, the U.S. Export Administration Regulations ("Export Controls").

**12. MISCELLANEOUS.**

- 12.1 LexisNexis (or its third party licensor, if applicable) retains sole title to and ownership of the Software and all components, all related information furnished to you under this Schedule, and all related copyrights, trade secrets, and other intellectual property.
- 12.2 LexisNexis furnishes products and services to you under this EULA on a non-exclusive basis. LexisNexis may directly or indirectly furnish the same or similar products and services to other parties doing business within or outside the vertical, horizontal, or geographic markets in which you do business.
- 12.3 Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Software. Notices to you shall be deemed to have been properly given on the date posted, if posted; on the date first made available, if displayed in the Software; or on the date received, if delivered in any other manner. Notices to us should be sent to your LexisNexis account representative, or if you do not have an account representative to LexisNexis customer services, at LexisNexis, Level 1, Tower 2, 475 Victoria Avenue, Chatswood NSW 2067 with a copy by email to customersupport@lexisnexis.com.au. Notices to you, if sent by email or by post, shall be sent to the postal address or email address LexisNexis has on record.
- 12.4 Any change to the customer details, including name, invoice, delivery and site addresses must be notified to us in writing within 30 days of the date of the change.
- 12.5 Each party shall submit requests for approvals, consents, and waivers to the other party in writing in a timely manner. No approval, consent, or waiver under this EULA shall be enforceable unless set forth in a writing signed by an Authorised representative of the granting party. A waiver of a default of any term of this EULA shall not be construed as a waiver of any succeeding default of that term or as a waiver of the term itself. A party's performance after the other party's default shall not be construed as a waiver of that default. No approval, consent, or waiver shall be deemed to have been given by implication and neither party shall be liable for delays in responding to, failures to respond to, or denials of those requests.
- 12.6 LexisNexis acknowledges and agrees that (i) all documents and communications sent by you to the Lexis® Draft or Lexis® Draft Pro server are confidential; and (ii) legal professional privilege may attach to them. LexisNexis will use reasonable endeavours to maintain the confidential nature of such documents and communications, including ensuring proper and secure storage for documents and communications whilst in its control. Whilst LexisNexis strives to maintain the security and integrity of its IT systems and databases in accordance with good industry practice, no IT system or telecommunication network can be guaranteed.
- 12.7 LexisNexis excludes all liability for breach of confidentiality or security if the breach is caused other than by a negligent act or omission of LexisNexis.
- 12.8 You acknowledge that the Software contains confidential and proprietary information and trade secrets belonging to LexisNexis or its third party licensors and that such information and trade secrets are being provided to you on a confidential basis. You shall maintain the confidential nature of the Software and any documentation which is provided for your own internal use under this license in the same manner you would protect your own confidential material.
- 12.9 Each term of this EULA is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is unenforceable under applicable law, that determination shall not affect the enforceability of the other terms of this EULA.
- 12.10 This EULA, together with the Order Form and any Referenced Terms, constitutes the complete agreement between the parties concerning this subject, and supersedes all earlier oral and written communications between the parties with respect to this subject.
- 12.11 Neither party shall assign its rights or delegate its duties under this EULA without the prior written consent of the other party, except that LexisNexis may assign this EULA to an affiliate or to its successor by merger or to the transferee of substantially all of its stock or assets without your prior consent. Any assignee or delegatee shall be subject to the same obligations, restrictions, and limitations to which the assignor or delegator is subject, and no assignor or delegator shall be released from liability under this EULA by reason of any such assignment or delegation. This EULA shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

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