

AFFINITY PRECEDENTS PACKAGE TERMS AND CONDITIONS

If you have chosen to include the Affinity Precedents Product optional products in your Affinity End User Contract the following additional terms and conditions apply to your use of those products, respectively, in addition to the terms and conditions in the End User Agreement.

AFFINITY PRECEDENTS PACKAGE AGREEMENT ("AGREEMENT")

This addendum is supplemental to the End User Contract ("EUC") that You entered into with Reed International Books Australia Pty Ltd ("LexisNexis") for the LexisNexis Affinity practice management system ("Lexis Affinity"). Except as stated otherwise herein, all other terms of the EUC continue to apply unamended and, in respect of Affinity Precedents Package (Materials), in addition to the terms of this Agreement.

Your execution of this Agreement, by signing the Affinity Precedents Package Addendum, as applicable ("Addendum"), and/or your access to or use of Affinity Precedents Package signifies your acceptance of the following terms and conditions. In accepting these terms on behalf of a business entity, You hereby represent that You have the authority to do so and that the authorised users under that EUC comply with the following terms. If You do not agree to these terms and conditions, do not access or use Affinity Property Precedents Package.

In this Agreement capitalised words and phrases have the same meaning as in the EUC, unless expressly stated otherwise.

Definitions

IT IS AGREED AND ACCEPTED BY YOU THAT:

- 1) Access to and use of Affinity Precedents Package is licensed, not sold, to You for use only under the terms of the EUC and this Agreement. LexisNexis reserves all rights not expressly granted to You.
- 2) **Scope of licence:** In return for the Affinity Precedents Package Fee, We grant You a non-transferable, non-exclusive and perpetual licence to use Affinity Precedents Package subject to the

terms of this Agreement. This licence is limited to the number of active user licences purchased by You under the EUC.

- 3) **Implementation and Training:** Upon payment of the Affinity Precedents Package Fee in full, the parties will agree the dates for an initial installation period of no longer than three days. LexisNexis will have no obligations to provide the Materials or preform any installation until the Affinity Precedents Package Fee is paid in full. The initial installation period will be agreed to by the parties but will be no longer than three days. LexisNexis will assist You to format the precedents during initial installation period. LexisNexis will also provide the You with a full day training session to show how to use the Affinity Precedents Package within Affinity. Additional training is available at an additional cost to be negotiated with LexisNexis.
- 4) **Additional fees:** The Fees will be increased by the Affinity Precedents Package Licence Fee which will be payable upon delivery of the Affinity Precedents Package. You must pay LexisNexis the Affinity Precedents Package Licence Fee as set out in the table above.
- 5) **Appropriate resources:** LexisNexis will only provide support for the Materials in the current version of the Affinity. For details on the actual versions being supported by LexisNexis at any one time, please refer to the LexisNexis Customer Service Centre.
- 6) **Availability:** The Affinity Precedents Package To the maximum extent permitted by law, the Materials are provided on an "as is", "as available" basis and, unless expressly stated to the contrary in this agreement, we exclude all representations, warranties or guarantees,

whether express or implied, by statute, trade or otherwise, including without limitation that the Materials are or will be complete or free from errors or that information will continue to be available to us to enable us to keep the services and materials up-to-date. The Materials are provided for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgment or to provide legal advice with respect to particular circumstances.

7) **System backup and maintenance:** You are responsible for Your use of the Materials including keeping full back up copies of all associated files, data, software and database configuration in accordance with good business practice. We are not responsible for backing up, or for any damage or corruption to, or loss of, documents, data or other Lexis Affinity or Affinity Precedents Package content or any other data or content, accessed through Affinity by You or Your authorised users.

8) **Acceptable use:** You accept all responsibility for the use of Affinity Precedents Package by all Users. It is Your responsibility to authenticate access to your Lexis Affinity database, and we accept no responsibility or liability for any loss or damage in connection with any unauthorised access to Affinity Precedents Package or your Lexis Affinity instance and data. You must not do any of the following, whether directly or indirectly:

- a) install or use the Materials on any platform other than the Lexis Affinity Platform.
- b) use, copy, publish, distribute, communicate, commercialise, import, export or publicly display all or part of the original or any copy of the Affinity Precedents Package, except as expressly authorised by this Agreement;

c) create any derivative works of the Affinity Precedents Package, except as expressly authorised by this Agreement;

d) Except as specifically provided herein, you may not use the Materials in any fashion that infringes the copyright or proprietary interests therein.;

e) Remove or obscure the copyright notice or other notices contained in Materials.

f) use or access all or part of the Affinity Precedents Package to the extent you are or plan to become a competitor of the Affinity Precedents Package, or an employee, contractor or agent of a competitor to the Affinity Precedents Package;

9) **Consent to use of data:** You agree that LexisNexis may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Affinity Precedents Package. LexisNexis may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

Termination:

10) Your rights under this Agreement will terminate automatically without notice from LexisNexis if You fail to comply with any term(s) of this Agreement or the EUC. The licence to use Affinity Precedents Package does not survive termination of this Agreement in accordance with this clause. You must immediately cease all use of the Materials and destroy all copies, full or partial, of the Affinity Precedents Package.

- 11) You understand that by using Affinity Precedents Package, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search may return objectionable material. Nevertheless, You agree to use Affinity Precedents Package at Your sole risk and LexisNexis shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable to the extent that LexisNexis is not responsible for such materials and to the extent of exclusion of liability permitted by law. LexisNexis is not liable to You for the accuracy or completeness of any content available in the Affinity Precedents Package.
- 12) **Third Party Materials:** The Affinity Precedents Package may display, include or make available content, data, information, applications or materials from third parties (“**Third Party Materials**”) or provide links to certain third party web sites. By using Affinity Precedents Package, You acknowledge and agree that LexisNexis is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. LexisNexis does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party services, Third Party Materials or third party web sites, or for any other materials, products, or services of third parties to the maximum extent permitted by law. Third Party Materials and links to other web sites are provided solely as a convenience to You.
- 13) Third Party Materials that may be accessed from, displayed on or linked to from any device using the Affinity Precedents Package are not available in all languages or in all countries. LexisNexis makes no representation that such Third Party Materials are appropriate or available for use in any particular location. To the extent You choose to access such Third Party Materials, You do so at Your own risk and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.
- 14) LexisNexis, and its licensors, reserve the right to change, suspend, remove, or disable access to the Affinity Precedents Package or any other product at any time without notice. In no event will LexisNexis be liable for the removal of or disabling of access to any product. LexisNexis may also impose limits on the use of or access to certain LexisNexis products, in any case and without notice or liability. LexisNexis is not liable for providing the Product, including Affinity Precedents Package consistent with the professional conduct standards in your jurisdiction.
- 15) The laws of the jurisdiction set forth in clause 23.7 (*Miscellaneous*) of the EUC govern this Agreement and your use of Affinity Precedents Package. The Courts of the jurisdiction set forth in clause 23.7 (*Miscellaneous*) of the EUC will have sole jurisdiction concerning any dispute related to this Agreement.