

1. By clicking “I Accept” below:

(a) you hereby place an order with LexisNexis for the Services selected during the online order process and set out under the “Services” section of the order confirmation (“Services”); and

(b) you confirm you have read and accepted the General Terms and Conditions (“GTCs”), available online at <https://www.lexisnexis.co.in/en-in/terms.page> and these terms and conditions, which together contain the entire agreement (“Agreement”) between you and LexisNexis in respect of the Services. If you do not wish to accept the GTCs and these terms and conditions, you must **not** click “I Accept”.

1.2 The Agreement is of a fixed term from January to December of the calendar year..

1.3 If the number of Legal User (definition of Legal User : For all customers excluding Academic Institutions, “Legal Users” means all of your India-based employees, contractors, partners, incoming secondees or, for chambers, advocates and: (a) provide legal or related services (including, but not limited to, compliance, conveyancing, migration and intellectual property/ patent services) which are billed to your clients; or (b) are involved in a legal advisory role.):

(a) increases during the Subscription Period for more than a single/individual user, additional fee will be payable per additional Legal User in accordance with our current list price or catalogue;

1.4 You will be invoiced for your first payment of the fees, and such payment will be taken when you place your order. You will then be invoiced in advance in accordance with the payment intervals selected during the online order process and set out in the order confirmation. However, LexisNexis reserves the right to confirm the order for processing or revoke the login access at its discretion.

1.5 To the extent of any inconsistency between the order confirmation and these terms and conditions and the GTCs, the order confirmation and these terms and conditions shall prevail.

1.6 Trademarks:

You grant to LN the limited right to use and display any trademarks, logos or service marks (collectively, “Subscriber Trademarks”) provided by you to LN for the express purpose of co-branding your customized adaptation of the White labeled/Co-branded site. LN shall not use the Subscriber Trademarks for any other purpose. You represent and warrant you own the Subscriber Trademarks or have all necessary rights to grant this license to LN.

1.7 You confirm that:

- all information provided by you during the online order process is correct;
- you are not a current customer of LexisNexis Journals.;
- you are not a competitor of LexisNexis; and
- you do not have any overdue accounts with LexisNexis.

IMPORTANT INFORMATION

The GTCs contain terms which:

1. Significantly limit the circumstances in which LexisNexis and associated third parties may be liable to you (clauses 4.1-4.4);
2. Cap the liability of LexisNexis and associated third parties (clause 4.3);
3. Exclude liability for all types of consequential loss (clause 4.4);
4. Allow LexisNexis to change the Services without notice, including adding new features and updating Materials (clause 2.4);
5. To the extent permitted by law, exclude all representation, warranties and guarantees by LexisNexis (clause 3.2); and
6. Allow LexisNexis to share personal information about Authorised Users to certain third parties (clauses 5.1 and 5.2).
7. Limit the Intellectual Property Rights of LexisNexis including all copyrights, trademarks, and other IP rights (clause 1.4 – 1.6).
8. Right of LN to terminate the Agreement by giving 60-day notice (Clause 6.3) and Rights available at LN to suspend/discontinue service if you fail to comply with any of the obligations in the GTC (Clause 6.4).

As a result of these terms:

1. You may be unable to recover certain losses that you may incur and be restricted from recovering any losses in excess of the liability cap;
2. Aspects of the Services may be unilaterally changed by LexisNexis;
3. You will only be able to rely on guarantees and warranties implied by law, including, without limitation, The Consumer Protection Act, 1986 and
4. The personal information of your Authorised Users may be shared with certain third parties

EXHIBIT A

PRODUCT USE TERMS

The following terms and conditions govern your use of this Product and online services and/or publication services supplied by LexisNexis (the “Publication Services”) and the materials and content available therein (third-party third party websites or linked websites) (“Materials”).

Definition of Terms

For this Exhibit A, the following terms shall have the following meanings:

- (a) “**Application Services**” include Online Browser Access and Reader Application Services.
- (b) “**Authorised Users**” means an Eligible Person (defined in Subsection 2.1 below) whom you have identified to LN for purposes of providing access to the Electronic Publications over Online Browser Access and Reader Application Services specific to the packages as per the order form signed.
- (c) “**Electronic Publications**” include, PDF, eBook, video, audio, or other Publications distributed electronically over the Application Services.
- (d) “**Online Browser Access**” means online access to Electronic Publications over supported internet browsers.
- (e) “**Offline Reader Applications**” are the Reader Application Services together with the Electronic Publications available in online as well as offline mode over supported devices.
- (f) “**Reader Application Services**” describes the Electronic Publications content platform developed, managed, and hosted by LN’s third-party vendor for Authorised Users to access the Electronic Publications.
- (g) “**Lexis KnowlEdge**” is a proprietary electronic platform provided by LN on which Electronic Publications are accessed over one or more Application Services.
- (h) “**Publications**” include Electronic Publications.
- (i) “**Updates**” are any supplementation, release, replacement volume, new edition, or updates to the Publication.

1. GRANT OF LICENSE; RESTRICTIONS ON USE

1.1 You are granted, during the Term, a nonexclusive, non-transferable, revocable, limited license to access and use the Electronic Publications, Application Services and Materials

from time to time made available by LN to you only for your internal purposes of: (a) research or study; and/or (b) providing professional services to your clients in accordance with the terms of this Agreement. To comply with local

privacy, data protection and other laws, use of Application Services and Materials is country specific and may not be used outside of the country except for short periods and for purposes permitted under this Agreement. This license is a license for your Authorised Users to use the Electronic Publications Application Services and the Materials only in the manner set out in this Agreement and any other use is unlicensed and not permitted.

1.2 Using the commands of the Lexis KnowlEdge you and your Authorised Users may:

- (a) search, view and electronically display Materials retrieved from, Application Services and Electronic Publications or each such Authorised User's individual use, which individual use excludes the display of Materials through any form of network communication;
- (b) email, download or make printouts of Materials limited to the fair dealing practices under applicable law or otherwise as specified by LN pursuant to written notice (collectively, the "Authorised Printouts"); and

1.3. In addition to the rights to Materials listed in clause 1.2 above, and to the extent permitted by applicable

copyright law, you and your Authorised Users may:

- (a) make printouts of Materials using the printing commands of your web browser and Application Services and in accordance with the Authorised Printouts as defined under clause 1.2(b) above;
- (b) copy, revise, customize and use the forms, templates, checklists and precedents that form part of the Materials;
- (c) excerpt or quote insubstantial portions of the Materials in documents prepared in the ordinary course of your business in accordance with the fair dealing practices under applicable law or otherwise as specified by LN pursuant to written notice; and
- (d) as it relates to Electronic Publications,
 - (i) unless otherwise restricted by the embedded digital rights management ("DRM"), occasionally transfer the Electronic Publication from one electronic display device to another; and
 - (ii) not remove, disable, or defeat any functionality in the Electronic Publication designed to limit or control

access to or use of the Electronic Publication.

1.3 You and your Authorised Users may not:

- (a) create your own independently searchable database of Materials;
- (b) store, distribute or transmit any content from Lexis KnowEdge, Electronic Publications and its Application Services that: (i) is defamatory, libelous, pornographic or obscene (unless such content is reasonably related to professional responsibilities); or (ii) otherwise breaches any law, statute, regulation, standard, or code of practice of any relevant authority;
- (c) attempt to disassemble, reverse engineer, reverse compile or otherwise reduce to human-perceivable form any of the Electronic Publications or Application Services
- (d) use the, Electronic Publications, Application Services or Materials in any fashion that infringes the copyright or proprietary interests therein, including, but not limited to, exploiting the goodwill of LN, its trademarks, service marks, or logos;

- (e) remove or obscure the copyright notices or other notices contained in Materials;
- (f) access or use the, Electronic Publications or Application Services via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the, Electronic Publications and Application Services. Use of the Electronic Publications and Application Services is permitted only via manually conducted, discrete, individual search and retrieval activities; or
- (g) offer any part of the Publication Services or Materials for commercial resale or commercial redistribution in any medium or use the Electronic Publications, Application Services or Materials to compete with the business of LN.

1.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Electronic Publications, Application Services and Materials, regardless of the form or medium, belong to LN or its third-party suppliers. You acquire no ownership of copyright or other intellectual property rights or proprietary interest in the Electronic

Publications, Application Services, or copies thereof, except the limited rights granted herein.

1.5 The following terms also apply to the Offline Reader Applications & Online Browser Access:

(a) Through the functionality of the Offline Reader Applications & Online Browser Access, you will have the right to provide access to Electronic Publications on the Offline Reader Applications and/or Online Browser Access specific to the mode of access and packages as per the order form signed, solely to Authorised Users. In no case may Authorised Users' access extend beyond the Term as applicable to the product access selected; and

(b) You will have the right to distribute the number of eBook(s)/Electronic Publications on the Offline Reader Applications, and/or Online Browser Access to the number of Authorised Users indicated in or with the Agreement.

1.6 You will respect and deploy the DRM settings on the, Electronic Publications as designated by LN that may restrict burning, copying, sharing or printing of the Electronic Publications. In the event LN learns

of attempts to circumvent such DRM protections either by you or your Authorised Users, LN shall in its sole discretion, be permitted to temporarily suspend and/or permanently terminate Authorised User's and/or your access to, Electronic Publications.

2. ACCESS TO SERVICES

2.1 With respect to access to the Electronic Publications and Application Services, you agree that:

(a) only your employees, temporary employees, partners, contractors dedicated to performing work exclusively for you, walk-in library patrons, and (in case of academic institutions) faculty and currently enrolled students, (to the extent those categories of persons are appropriate to your situation) that are also India-based may access and use Electronic Publications, Application Services and Materials ("Eligible Persons"). Without limitation, external professional service providers, including but not limited to attorneys, accountants, outsourcers and public relations firms, are specifically excluded from being Eligible Persons;

- (b) Login credentials may only be used by the Authorised Users to whom access has been granted to use the, Electronic Publications and Application Services and such login credentials may not be shared with or used by any other person;
- (c) you are responsible for managing your roster of Authorised Users and will promptly notify LN to deactivate an Authorised User's access if any individual no longer meets the definition of Authorised User or you otherwise wish to terminate the Authorised User's access to the Electronic Publications and Application Services
- (d) you are responsible for all use of the, Electronic Publications and Application Services accessed by your Authorised Users (the foregoing will not apply to walk-in library patrons if you are a library), including associated charges, whether by Authorised Users or others. You will use commercially reasonable efforts to prevent unauthorised use of the Electronic Publications and Application Services, and will promptly notify LN, in writing, if

you suspect any unauthorised use or misuse.

2.2 You may be restricted from accessing certain Materials otherwise available in the, Electronic Publications and Application Services based upon: (a) Materials you subscribe to; (b) Materials your Authorised Users are qualified to access; and (c) the specific program you subscribe to within the Electronic Publications.

2.3 Materials and features of the Electronic Publications and Application Services may be added to, withdrawn from, or otherwise changed by LN without notice. In the event any such change results in the removal of a significant portion of the Electronic Publications and Application Services you will negotiate, in good faith, to make an appropriate adjustment to the amounts payable. If the parties are unable to agree upon an appropriate adjustment, then you may terminate this Agreement upon thirty (30) days prior written notice to LN and LN will grant you a pro-rata refund or credit (if either is applicable) for any fees or fixed charges you may have pre-paid. Not all eBooks or other Electronic Publications are available in all eBook or other electronic formats.

2.4 You agree that access to other Electronic Publications through the Application Services will be terminated upon expiration or termination of this Agreement.

3. LIMITED WARRANTY

3.1 LN represents and warrants that LN has the right and authority to make the Publication Services and Materials available pursuant to the terms and conditions of this Agreement.

3.2 EXCEPT AS OTHERWISE PROVIDED IN CLAUSE 3.1, THE PUBLICATION SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD-PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. SUBSCRIPTIONS; PRICING; TERM; TERMINATION; RENEWAL; RETURNS

4.1 Publications are offered as subscriptions (either with or without auto-renewal), or subscriptions with multi-year offered multi-year pricing ("Multi-Year") (either with or without auto-renewal at the end of the multi-

year commitment). The following describes the types of subscriptions:

(a) "S" Subscription Access -Price includes product and title (edition) updates published during the indicated service period at no additional charge

(b) Additional pricing information for subscriptions:

(i) Unless otherwise indicated, pricing (including any grand total, retail price, or other pricing, unless otherwise indicated) does not include tax.

(ii) Advertised prices are subject to change without notice.

(iii) Renewal price estimates are based on prior year costs and do not reflect actual costs associated with future renewal which will likely include an increase over the prior year's subscription price.

You may call for Support or additional information at 91 12 4477 4477, Airtel : 1800-102-8177 (Toll Free), BSNL : 1800-180-7126 (Toll Free) from 9am-5pm IST (Mon-Fri) or email at

customersupport.in@lexisnexis.com

- (iv) All Electronic Publications, downloadable content, and software purchases are non-cancellable, non-refundable and non-returnable. Additionally, notwithstanding anything to the contrary, any items marked or identified at the time of sale as non-returnable, final sale, or the like, regardless of format, media, or type of purchaser are non-cancellable, non-refundable and non-returnable.
- (i) During the Term, you may terminate this Agreement for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from you identifying the specific breach.
- (ii) If this Agreement is properly terminated in accordance with its terms during a Term in which funds are due to LN, then LN will prorate annual commitment amounts for the affected Term with a date range of less than 11 months and one day. The proration basis shall be the number of full or partial

months this Agreement is in effect divided by 12.

- (iii) If you or your affiliates have another agreement with LN or its affiliates (“Other Agreement”) that require a certain level of spend per period on Publications (a “Retention Clause”), then, for clarity, after termination for any reason of this Agreement, that Retention Clause will remain in effect unchanged through the remainder of that Other Agreement.

4.2 If you: (a) breach this Agreement or otherwise infringe on any intellectual property rights granted herein; or (b) breach or otherwise fail to comply with any other obligation in this Agreement (including payment obligations), without prejudice to any other legal remedies available to LN under applicable law, LN may, without notice to you, suspend or terminate this Agreement. Without limiting the generality of the foregoing, if you fail to pay any sum properly due hereunder, LN reserves the right to seek enforcement of the full contract sum as well as to seek recovery of legal costs and other expenses incurred by LN in connection with your breach.

5. MISCELLANEOUS

5.1. Change to Number of Authorised Users.

In the event of a change in your organizational structure (i.e., mergers, acquisitions and divestitures), or there is organic growth within the organization, resulting in a significant change in the number of Authorised Users of the Publication Services and Materials, LN, in good faith, reserves the right to adjust the amounts payable under this Agreement to reflect the change in your use of the selected services.

5.2. **License Terms.** Effective upon notice to you, LN may add, modify or otherwise change any rights to, or restrictions on, the use of the Publication Service and Materials as the same are currently set forth in this Agreement (the "License Terms"). If LN exercises these rights, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Authorised Users but will apply to all similarly situated LN customers using the Publication Services. If any changes made to the License Terms in accordance with this clause 6.2 are unacceptable to you, you may terminate the Agreement and LN must receive your notice of termination within 30 days of the

date of the change. Continued use of the Publication Services following the effective date of any change constitutes acceptance of the change.

6. **Notices.** Except as otherwise provided herein, all notices and other communications will be in writing or displayed electronically in the Publication Services by the provider thereof. Notices to you will be deemed as properly given on the date mailed if mailed; on the date first made available, if displayed in the Publication Services; or on the date received, if delivered in any other manner. Notices to LN should be sent to your account representative with a copy sent to:

Attention: LexisNexis Managing Director India,
RE: Lexis Services,
14th Floor, Building No. 10, Tower B, DLF Cyber City, Phase-II, Gurgaon, Haryana, India, 122002.

7. **Third Party Beneficiaries.** Each third-party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third-party beneficiary. The failure of LN or any such third-party beneficiary to enforce any provision

hereof will not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time. Subject to the terms of this clause 6.5 and clause 6.6, this Agreement does not confer any rights on any person or party other than the parties to this Agreement.

8. Assignments. You may not assign or sublicense this Agreement or your rights or obligations hereunder, directly or indirectly, without the prior written consent of LN, which consent shall not be unreasonably conditioned, delayed or withheld. LN may assign this Agreement to any successor to all or substantially all of the business or assets of LN that relate to the subject matter of this Agreement whether by asset or stock acquisitions, merger, consolidation or otherwise.

9. Successors and Permitted Assigns. Subject to Clause 9, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

10. Order of Precedence. If there is a conflict between the terms and conditions of this Agreement, an Order Form and any other document incorporated herein, the conflicting terms will be interpreted as narrowly as possible in the area of conflict and the conflict will be resolved by giving precedence in the following order: (a) the terms of the Order Form; (b) the terms and conditions of this Agreement; and (c) the terms and conditions of any other document incorporated by reference herein.

(a) transfer mechanism or basis under the data protection laws.

EXHIBIT B

TERMS OF TRADE

These terms and conditions are incorporated into all contracts for the supply of goods and services ("Goods") by REED ELSEVIER PUBLISHING INDIA PRIVATE LIMITED (REPIPL)

Goods supplied may differ in non-material respects from those advertised in the LN's catalogue or other promotional material.

These terms and conditions will be interpreted in accordance with the laws of India.

1. Price

1.1 Subject to clause 3 below, the price payable for Goods shall be the total price specified in the LNs current price list or catalogue, less any discounts agreed in advance in writing by the LN.

1.2 All prices are subject to applicable taxes at the applicable rate.

2. Payment Terms

Unless otherwise agreed in writing by the LN all invoices are payable before the beginning of subscription period, in the currency of the invoice, drawn on a bank based in India or by such other method as is agreed in advance by the LN. All prices are subject to change without notice.

3. Subscriptions

3.1 Subscriptions commence from January and continues until December of the calendar year. At the end of the term, unless renewed, the subscription will be automatically cancelled.

4. LN's Liability

LN's liability to the customer for negligence, breach of contract and statutory duty is limited to the cost of replacing the goods ordered. Except as specified under the written agreement between the parties, it is not intended that any contract between the LN and the customer for the supply of goods should be enforceable by any third party.

Any waiver by the LN of any of these terms and conditions shall be limited to the particular instance and shall not operate or be deemed to operate as a future waiver of that or any other term.



5. Notices

Except as otherwise provided herein, all notices and other communications will be in writing or displayed electronically in the Publication Services by the provider thereof. Notices to you will be deemed as properly given on the date mailed, if mailed; on the date first made available, if displayed in the Publication Services; or on the date received, if delivered in any other manner. Notices to LN should be sent to your account representative with a copy sent to:

Attention: LexisNexis Managing Director India,
RE: Lexis Services,
14th Floor, Building No. 10, Tower B, DLF Cyber City, Phase-II, Gurgaon, Haryana, India,
122002.