

# General Terms and Conditions

AS OF THE EFFECTIVE DATE, THESE TERMS & CONDITIONS GOVERN YOUR USE OF THE LEXISNEXIS ONLINE SERVICES. ANY PRODUCTS OR SERVICES LINKING TO THESE TERMS & CONDITIONS ARE ONLINE SERVICES SUBJECT TO THE TERMS HEREOF. THE FOREGOING CONSTITUTES NOTICE UNDER SECTION 5.1 BELOW.

IF YOU ARE PARTY TO AN EXECUTED AGREEMENT WITH LN FOR USE OF THE ONLINE SERVICES DATED PRIOR TO THE EFFECTIVE DATE BELOW, YOUR USE OF THE ONLINE SERVICES CONTINUES TO BE SUBJECT TO THE TERMS OF SUCH EXECUTED AGREEMENT UNTIL ITS EXPIRATION OR EARLIER TERMINATION IN ACCORDANCE WITH ITS TERMS. PRIOR VERSION(S) OF THESE GENERAL TERMS AND CONDITIONS MAY BE ACCESSED AT THE BOTTOM OF THIS DOCUMENT.

Effective Date: November 1, 2023

These General Terms and Conditions govern your use of the online services (the “Online Services”) and materials available therein (“Materials”) provided by LexisNexis, a division of RELX Inc. and its affiliated companies (collectively “LN”). The terms “you” and “your” in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietorship, etc.) or government agency entering into a Subscription Agreement with LN. The “Subscription Agreement” shall consist of these General Terms and Conditions, the Supplemental Terms and the applicable rates set forth in the Price Schedule.

## 1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1 You and your Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. Subject to all applicable provisions of the Supplemental Terms, the rights granted to each Authorized User are as follows:

(a) The right to electronically display Materials retrieved from the Online Services primarily for the Authorized User's individual use (e.g., except for internal training and related purposes, no Authorized User may network other persons via LANs, WANs, intranets or the Internet). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Materials are not hosted on a LAN or WAN;

(b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, “Authorized Printouts”);

(c) With respect to Materials that are court cases, court rules, court briefs, agency issued documents, agency regulations or other edicts of government (collectively, “Authorized Legal Materials”), the right to download using the Online Services commands and store in

machine-readable form, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services. The storage may continue until the earlier of (i) such time as the Authorized Legal Materials are no longer needed for the purposes contemplated or (ii) the termination of this Subscription Agreement;

(d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine readable form for no more than 90 days, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services;

(e) Notwithstanding anything to the contrary herein but subject to applicable copyright law, the right to: (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business; (2) distribute Authorized Printouts to persons who are not Authorized Users (through the functionality of the Online Services) on an occasional, infrequent basis; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance, provided all other Materials are purged promptly upon the expiration or termination of this Subscription Agreement; and

((f) Except as expressly permitted in subsections 1(c) through 1(e) above, downloading and storing Materials in a searchable database is prohibited.

(g) The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials without authorization, your access and use will be governed by these General Terms and Conditions, and you will be liable to LN for any breach thereof. Furthermore, you will be responsible for payment to LN with respect to such unauthorized use at the rates in the applicable Price Schedule.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms, you and your Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you and your Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of LN, including its trademarks, service marks, or logos without the express written consent of LN. Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium nor may you or any Authorized User use the Online Services or the Materials to compete with the business of LN.

1.4 All right, title, and interest (including all copyrights, trademarks, and other intellectual property rights) in the Online Services and Materials in any medium belongs to LN or its third-party suppliers of Materials. RELX Group and the RE symbol are trademarks of

RELX Group plc, used under license. Neither you nor your Authorized Users acquire any proprietary interest in the Online Services, Materials, or copies thereof, except the limited rights granted herein.

1.5 Neither you nor your Authorized Users may use the Online Services or Materials in any fashion that infringes the intellectual property rights, privacy rights or proprietary interests of LN or any third party. Your use of the Online Services and Materials must comply with all applicable laws, rules, and regulations.

1.6 Neither you nor your Authorized Users may remove or obscure the copyright notices or other notices contained in Materials.

1.7 Neither you nor your Authorized Users may use information included in the Online Services or Materials (i) for any consumer debt use (as defined below), including the collection of a consumer debt; or (ii) to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681. As used herein "consumer debt" includes any obligation or alleged obligation of a consumer to pay money arising out of a transaction for personal, family or household purposes in which a creditor grants a right to a debtor to defer payment of debt or to incur debts and defer its payment or to purchase property or services and defer payment. Services or products for uses prohibited under this Section 1.7, including consumer debt use, may be available for separate purchase from an LN affiliate.

1.8 Use of certain Materials are further subject to the applicable Price Schedule, the Supplemental Terms, online descriptions of files, online notices following source selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into this Subscription Agreement.

## 2. ACCESS TO SERVICES

2.1 Only your employees, temporary employees, students, partners, members, owners, shareholders, and contractors to the extent performing dedicated work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers, and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom you have identified to LN for purposes of issuing an LN ID.

(a) You agree that each LN ID may only be used by the Authorized User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including any other Authorized User. You will manage your roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Online Services.

(b) You are responsible for all use of the Online Services accessed with LN IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or

others. You will use reasonable commercial efforts to prevent unauthorized use of LN IDs assigned to your Authorized Users and will promptly notify LN, in writing, if you suspect that an LN ID is lost, stolen, compromised, or misused.

(c) You represent and warrant on an ongoing basis that you and your Authorized Users: (i) are not Sanctioned Parties; (ii) will not provide access to the Product to any Sanctioned Party; (iii) will not access the Product from a country subject to Sanctions List and/or applicable embargoes; and (iv) will not use any Sanctioned Party in any manner in connection with this Agreement. Breach of this clause shall entitle LN to terminate the Subscription Agreement immediately on written notice, without prejudice to any other rights available by law or contract.

(d) As used herein "Sanctions List" means each of: (i) the OFAC list of Specially Designated Nationals ('SDN List'); (ii) the UK HM Treasury Consolidated List of Sanctions Targets; (iii) the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions; (iv) the U.S. Department of Commerce Bureau of Industry and Security Entity List; or (v) any other applicable sanctions lists.

(e) As used herein "Sanctioned Party" means any person (entity or individual) who is subject to sanctions or export controls imposed by the United States, United Kingdom, European Union or other applicable authority, including, but not limited to any person: (i) identified on any Sanctions List; or (ii) who is 50 percent or more owned, directly or indirectly, individually or in the aggregate, or otherwise controlled, by any person identified in clause (e)(i) hereof.

2.2 Accessing or using the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by LN in writing, use of the Online Services is permitted only via individual users engaged in an active user session and may not be collected via automated or robotic methods. Regardless of the data delivery method, neither the Online Services nor the Materials may be used in conjunction with a generative artificial intelligence ("AI") solution.

2.3 To comply with local privacy, data protection and other laws, each LN ID is country specific and may not be used outside the country for which it is issued, except for short periods not to exceed 30 continuous days. If LN suspects use of an LN ID outside the country of issue for a period in excess of 30 continuous days, LN may suspend the LN ID or require you to use and pay for an LN ID for the relevant country. On request, LN will issue a geographically compliant LN ID, subject to additional costs, if applicable.

2.4 The Online Services, Materials, and feature functionality within the Online Services may be enhanced, added to, withdrawn, reorganized, combined or otherwise changed by LN without notice.

2.5 Subject to Section 2.4 above, the Online Services may enable Authorized Users to create work folders or workspaces ("Folders") from within research sessions that are associated solely with their respective LN IDs. Folders are designed to allow Authorized Users to save copies of Materials made available by LN, as well as comments, and annotations. Folders are under the exclusive control of Authorized Users and you are solely responsible for the content of their respective Folders. LN will not access or

otherwise review the content of Folders without your authorization, except to the extent necessary to facilitate features and functions of the Online Services and to comply with contractual and legal obligations. LN has no obligation to provide access to the content of Folders to you or your Authorized Users after the termination of this Subscription Agreement.

2.6 Some of the Online Services utilize AI algorithms and technologies, including generative AI, to provide various features, including content creation such as draft emails, contract clauses, summaries or other legal documents. LN may provide responsive search results based on natural language queries or prompts that Authorized Users provide while using the Online Services. AI systems may not always be accurate or error-free, which means Authorized Users are responsible for verifying and cross-referencing any information provided in the Online Services. AI is not a substitute for professional advice, including legal, medical, financial, or any other specialized advice.

2.7 “Subscriber Documents” means files that you or any of your Authorized Users upload to the Online Services. Subscriber hereby represents and warrants that Subscriber Documents do not violate any law or infringe any rights of any third party, including but not limited to intellectual property rights. LN does not take any ownership rights in Subscriber Documents. Subscriber Documents will be processed in a non-persistent state and will be secured in transit. Subscriber Documents are purged automatically from the system at the end of a user session or a period of inactivity, whichever occurs first.

### 3. LIMITED WARRANTY

3.1 LN represents and warrants it has the right and authority to make the Online Services and Materials available to you and your Authorized Users as authorized expressly by this Subscription Agreement.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE 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, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from: (a) any errors in or omissions from the Online Services or any Materials available or not included therein; (b) the unavailability or interruption of the Online Service or any features thereof or any Materials; (c) your or an Authorized User's use of the Online Services or Materials; (d) the loss or corruption of any data or equipment in connection with the Online Services; (e) the content, accuracy, or completeness of Materials, regardless of whether you received assistance in the use of the Online Service from a Covered Party; (f) any delay or failure in performance beyond the reasonable control of a Covered Party, including a Force Majeure Event; or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

4.2 “Covered Party” means: (a) LN and any officer, director, employee, subcontractor, agent, successor, or assign of LN; and (b) each third party supplier of Materials, third party

alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third-party supplier of Materials or third party alliance entity or any of their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THIS SUBSCRIPTION AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS OR THIS SUBSCRIPTION AGREEMENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR TO CLAIMS OR DAMAGES ARISING FROM YOUR (AND YOUR AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD-PARTY SUPPLIERS.

4.5 Notwithstanding anything to the contrary in this Section 4: (a) If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and indemnify and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved by LN; (iii) you give LN prompt notice of any such claim; and (iv) you give LN the right to control and direct the investigation, defense and settlement of each such claim. You, at the expense of LN, shall reasonably cooperate with LN in connection with the foregoing. (b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for you the right to continue using the Online Services; (ii) replace or modify the Online Services so that they become non-infringing; or (iii) if options (i) or (ii) are not reasonably available terminate this Subscription Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges. (c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 5. MODIFICATIONS & TERMINATION

5.1 These General Terms and Conditions, including the Additional Terms may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions may be changed by LN immediately upon notice to you. If any changes are made to this Subscription Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Authorized Users but will apply to all similarly situated LN customers using the Online Services. You may terminate this Subscription Agreement upon written notice to LN if any change to these General Terms and Conditions causes a material degradation in your access to the Online Services or otherwise materially adversely affects your ability to use or access the Online Services you were using prior to such change. For termination to be effective under this Section 5.1, written notice of termination must be provided to LN within 90 days of the effective date of the change, referencing this Section 5.1 and specifying in reasonable detail the facts and circumstances alleged to have caused such material degradation or materially adverse effect on access to the Online Services. The effective date of termination shall be 30 days after the date of such written notice of termination, provided that during such 30-day period, LN shall have the opportunity to cure the condition or circumstances alleged to constitute such material degradation or material adverse effect on your access to the Online Services. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, this Subscription Agreement may not be supplemented, modified, or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this Subscription Agreement may not be supplemented, modified, or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. Notwithstanding anything to the contrary, LN shall have the right to amend the Agreement (x) to comply with regulatory and/or legal requirements (and changes thereto), (y) for compliance purposes, or (z) to make ministerial or administrative changes to the Agreement, in each case of (x), (y) or (z) above, without giving rise to Subscriber's right to terminate described above in this paragraph.

5.2 LN may terminate this Subscription Agreement at any time in accordance with this Section 5.2. You may terminate this Subscription Agreement in accordance with this Section 5.2 only if (i) you are under a transactional pricing plan; and (ii) there are no executed agreements (including without limitation, any order form or agreement for Online Services) in effect between you and LN. The effective date of termination shall be 10 days after the receipt of written notice of termination unless a later date is specified in the notice. LN may temporarily suspend or discontinue providing access to the Online Services to any or all Authorized Users in breach of this Subscription Agreement without notice and LN may pursue any other legal remedies available to it.

5.3 Upon termination of this Subscription Agreement, Subscriber's rights to use or access the Online Services or Materials shall cease and Subscriber shall immediately discontinue use thereof and access thereto.

## 6. PRIVACY and DATA SECURITY



6.1 The ability of LN to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions (“Data Laws”) and by the licenses under which it obtains Materials (“Licenses”). You acknowledge that LN will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, non-public Materials about individuals. You also acknowledge that LN will perform periodic reviews of you and your Authorized Users' use of Materials subject to Data Laws or Licenses (“Regulated Data”) to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate with LN in any such due diligence or regulatory review and will promptly produce all relevant records and documentation and other assistance reasonably requested by LN to enable LN to fulfill its obligations under Data Laws and Licenses. All reviews will be at the expense of LN. If there is any failure to cooperate with LN, or if any review reveals the lack of a permissible purpose to access Regulated Data, LN may deny access to the Online Services or to Regulated Data. LN will be under no obligation to reduce the fees payable by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation.

6.2 If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID or computer (a “User”) should access or use Regulated Data in an unauthorized manner (a “Security Event”), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the Regulated Data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN; (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will indemnify LN for any third-party claims directed against LN that arise from the Security Event; and (e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

6.3 You are responsible for the legality of the personal data that you or your Authorized Users provide to us. To the extent that you or your Authorized Users provide personal data to us for account registration or otherwise, the parties acknowledge and agree that we will process such information in accordance with the data protection laws, the LexisNexis Privacy Policy at <https://www.lexisnexis.com/global/privacy/privacy-policy.page> and the LexisNexis Data Processing Addendum at <https://www.lexisnexis.com/global/privacy/processing-terms.page> (“DPA”). Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

## 7. MISCELLANEOUS

7.1 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if



displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Head of Legal – North America, 9443 Springboro Pike, Miamisburg, OH 45342.

7.2 No party will be liable for any damage, delay, or failure of performance resulting directly or indirectly from a Force Majeure Event. If a Force Majeure Event occurs, the affected party will notify the other parties and make commercially reasonable efforts to mitigate the adverse effects of the Force Majeure Event on its obligations under the Subscription Agreement. This Section 7.2 does not excuse Subscriber's obligation to pay for Online Services actually received. As used herein, "Force Majeure" means: a cause which is beyond a party's reasonable control, including fire, riot, civil disturbance, strike (other than a strike by that party's employees), embargo, explosion, earthquake, volcanic action, flood, epidemic, pandemic, act of military authority, act of terrorism, act of God, act of the public enemy, government requirement or delay, change in law or regulation, civil or military authority, inability to secure raw materials or transportation facilities, and act or omission of a carrier or supplier.

7.3 THE PARTIES HERETO, ON BEHALF OF THEMSELVES AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AGREE THAT ANY SUIT, ACTION, DISPUTE OR PROCEEDING, WHETHER BY CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST ANY PARTY HERETO OR ANY HEIR, EXECUTOR, ADMINISTRATOR, SUCCESSOR OR ASSIGN OF ANY PARTY HERETO, ARISING OUT OF, CONCERNING OR IN ANY WAY RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE USE OF THE ONLINE SERVICES, OR ANY FACTS OR CIRCUMSTANCES IN WHICH THIS SUBSCRIPTION AGREEMENT OR ONLINE SERVICES IS INVOLVED IN ANY WAY, SHALL BE TRIED WITHOUT A JURY. EACH PARTY HEREBY KNOWINGLY, EXPRESSLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY SUCH SUIT, ACTION, DISPUTE OR PROCEEDING, TO THE FULLEST EXTENT PERMITTED BY LAW.

7.4 Certain aspects of, or links contained in, the Online Services may link to websites or services operated by third parties unaffiliated with LN. Such links are provided for Subscriber's convenience only. LN does not control such third-party websites and is not responsible for any content thereon, including with respect to any comments posted on such third-party websites. The inclusion of links to such third-party websites in the Online Services does not amount to or imply any endorsement or warranty of the material on such sites or any association with their owners or operators. Subscriber agrees that LN is not responsible for any such third-party websites and services or any content thereon and agrees to indemnify and hold LN harmless from any and all claims or liability arising from Subscriber's use of or reliance on such third-party websites or services. Any concerns or questions related to third-party websites should be directed to the webmaster or other appropriate contact person for such third party.

7.5 LN is continuously developing and improving its products and services. LN may ask You or certain of Your Authorized Users to provide feedback including, but not limited to, proposed names, survey responses, research study participation, or user experience insights ("Feedback") about, among other things, its pre-commercial concepts, branding, and/or versions of new or existing products and services (collectively, "Beta Products"). LN

is free to incorporate and implement any Feedback into LN products or services without payment of current or future royalties or compensation. In consideration of Your participation in and access to Beta Product development, You hereby assign to LN all rights, title, and interest to Feedback, and, to the extent such assignment is not lawful, You hereby grant LN a perpetual, irrevocable, royalty-free, exclusive, transferrable, worldwide license to use Feedback for all purposes and with all products now known or later created. You acknowledge that Feedback not already publicly known when disclosed to LN becomes Confidential Information of LN. You consent to LN recording Your Feedback. You relinquish any rights (including copyright) to the recording and understand the recording may be copied and used by LN without further permission by You. LN will not use Your name, image or logo in any way endorsing any LN products or services without prior written consent from You.

7.6 The failure of you, LN, or any third-party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it later.

7.7 You are liable for all costs of collection incurred by LN in connection with failure to pay for the Online Services, including, without limitation, collection agency fees, reasonable attorney's fees, and court costs.

7.8 Neither you nor any Authorized User may assign your rights or delegate your duties under this Subscription Agreement without the prior written consent of LN, which consent shall not be unreasonably conditioned, delayed or withheld. This Subscription Agreement and any amendment thereto shall be binding on and will inure to the benefit of the parties and their respective successors and permitted assigns.

7.9 This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New York regardless of the law that might otherwise apply under applicable principles of conflicts of law.

7.10 This Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed, and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Subscription Agreement.

7.11 The Online Service are not, nor are they intended to be, legal, accounting, financial or other professional advice or a substitute for advice of an attorney, accountant or any other professional. The content of the Online Services is intended only as general information and is not intended to be and should not be relied upon as legal advice. LN shall not be liable, and shall be held harmless, for any errors or omissions in the Online Services, and You assume all risks and liabilities in relying on the Online Services, contributing to a third party's reliance on the Online Services, or inducing a third party to rely upon the Online Services. If you require legal advice or other expert assistance, you must obtain the services of a competent, professional person, and will not rely on or use the content provided on the Online Services as a substitute for such advice or assistance. No attorney-client relationship exists or shall be deemed to exist between you or any of your Authorized

Users on the one hand, and LN on the other. If you are an attorney, you further agree that your use of the Online Services shall comply with all court rules, disclosure rules and all rules of professional and ethical conduct applicable to the legal profession in the location where you practice.

7.12 This Subscription Agreement is a commercial agreement between the parties and shall not be deemed a consumer transaction except and solely to the extent expressly required by law.

7.13 Where applicable, each affiliated company of LN and each third-party supplier of Materials has the right to assert and enforce the provisions of this Subscription Agreement directly on its own behalf as a third-party beneficiary.

7.14 This Subscription Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals, or quotations on that subject matter.