

## Justis Publishing Limited Terms & Conditions

**Version 2010/10**

**The following terms and conditions are incorporated in all licences to use the Justis Service, including any additional Service added at a later date**

### DEFINITIONS:

*In this Licence the following terms will have the following meanings:*

**Data** the information made available by the Service;

**Data Provider** the owner of the copyright in the Data;

**Databases** the compilation of the Data in electronic format in one or more databases;

**Documentation** explanatory text describing the Service and the Data, whether supplied in hard copy or machine-readable format;

**this Licence** the licence agreement comprising the Order Form and these terms and conditions;

**Licensed User** any employee, partner, student, member or other user entitled to bona fide access to the Service for reasons linked to the activities of the Licensee and, in the case of a licence to a natural person, the Licensee;

**Licensee** the person, company, organisation, institution or other corporate body subscribing to the Service;

**Justis** Justis Publishing Limited, registered in Scotland No 95752 with offices at Grand Union House, 20 Kentish Town Road, London, NW1 9NR;

**Order Form** the initial document and any subsequent document, whether in paper or electronic format, signed or otherwise accepted by both the Licensee and Justis indicating the Service required initially and subsequent changes to the Service required;

**Service** the provision of any Documentation and Software and/or access to the Databases;

**Software** any software and any electronic user interface provided by Justis to the Licensee in connection with the Service;

**Special Conditions** any terms specified as such in the Order Form;

**Start Date** the date specified as such in the Order Form;

**Subscription Fee** the fee payable by the Licensee for use of the Service for the period indicated on the Order Form from the Start Date;

**Term** the term of this Licence as specified in the Order Form;

**User Terms** the terms of use for the Service, as set out in this agreement, under which Licensed Users are to have access to the Service.

### 1. LICENCE

**1.1** Justis grants to the Licensee a non-exclusive, non-transferable licence to use and to permit Licensed Users to use the Service in accordance with this Licence only for the business or educational purposes of the Licensee.

**1.2** The Licensee shall use all reasonable endeavours to ensure that all Licensed Users comply with the User Terms.

**1.3** Where the Licensee is not a natural person, the person signing this Licence represents that s/he is authorised by the Licensee to enter into this licence for and on behalf of the Licensee.

### 2. PAYMENT

**2.1** The Licensee shall pay the Subscription Fee together with any applicable VAT and other taxes in full without any withholding or set-off in accordance with the payment terms specified in the Order Form. Unless specified to the contrary in the Order Form Subscription Fees are payable annually in advance and all invoices are payable within 30 days of issue.

**2.2** Unless otherwise expressly stated on the Order Form, all discounts apply to first year licence fees only and the Subscription Fee for the second and subsequent years will automatically revert to Justis' full prices then prevailing.

**2.3** In the event that any amounts due to Justis are not paid by the due date Justis shall be entitled both to charge interest at 4% over LIBOR, both before and after any judgment, and to suspend provision of the Service, in each case until full payment is made.

### 3. SERVICE ACCESS

**3.1** Where access is provided online the Service will normally be available 24 hours a day. The normal availability of the Service may be varied for maintenance on occasions of which Justis will give the Licensee not less than 48 hours' notice. Justis reserves the right to suspend the Service temporarily and without notice for reasons beyond its control. Justis will provide follow-up notice within 24 hours where this occurs. If the period of suspension lasts more than 14 days, the Licensee may terminate the Licence immediately on written notice.

**3.2** Justis reserves the right to make modifications or improvements to the Service but will use its reasonable efforts to give the Licensee advance notice of such changes. Modifications, if any, will either be due to reasons over which Justis has no control or for the purpose of improving the service.

**3.3** Justis shall allocate to the Licensee any necessary usernames and/or passwords, which control access to the Service. Only those usernames and/or passwords may be used by the Licensee and Licensed Users to access the Service. Justis reserves the right to change the usernames and/or passwords at any time. Timelocks or other software procedures may be used by Justis to render superseded versions of the Service inoperable.

**3.4** The Licensee shall be responsible for all third party telecommunications or Internet service charges incurred in order to access the Service.

### 4. PERMITTED ACTIVITIES

**4.1** The Licensee and Licensed Users may view on screen the results of bona fide searches carried out using the Service. Reasonable quantities of extracts (in the context of the business or operations of the Licensee) may also be printed subject to prevailing legislation provided the source and ownership of the copyright in the results is clearly acknowledged.

**4.2** The Licensee and Licensed Users may transmit extracts from the results of bona fide searches of the Service to third parties through an electronic mail or facsimile system only in connection with the provision of bona fide legal advice or carrying out the Licensee's normal business, and provided that no additional fee is directly or indirectly levied for such transmission.

**4.3** The Licensee acknowledges that third parties may have a proprietary interest in parts of the Service and the Licensee agrees not to remove, conceal or obliterate any copyright or other proprietary notices included in the Service.

### 5. PROHIBITED ACTIVITIES

**5.1** Except as permitted by law or by this Licence, the Licensee shall not itself, nor allow any Licensed User or third party to, duplicate or otherwise reproduce the Databases or the Services or any part of them or permit any person other than Licensed Users to have access to the Databases or the Services.

**5.2** Except to the extent permitted by law, the Licensee shall not modify, reverse assemble, decompile or reverse engineer the Service or any part thereof or merge it with any other software or database or create any derivative work from it.

### 6. GENERAL RESPONSIBILITIES OF THE LICENSEE

**6.1** The Licensee will take all reasonable steps to ensure that the Service is used in accordance with this Licence and to prevent unauthorised access to the Service.

**6.2** The Licensee shall use its reasonable endeavours to monitor the use of the Service by the Licensed Users or otherwise via access provided under this Licence. Upon becoming aware (or being notified by Justis) of any misuse of or unauthorised access to the Service, the Licensee shall immediately give full details to Justis, prevent any further misuse by Licensed Users and use all reasonable endeavours to prevent any other unauthorised access to or misuse of the Service by third parties.

**6.3** The Licensee is responsible for ensuring that computer hardware and software used for accessing the Service pursuant to this Licence are capable of accessing the Service. The Licensee is responsible for arranging for the making of regular backup copies of the contents of the hard disks of any computer on which the Service is being installed or used and for using appropriate anti-virus software when accessing the Service. Justis is not responsible for the availability of links to third party materials or the contents of those materials.

### 7. LIMITATION OF LIABILITIES

**7.1** Justis warrants that it owns or has obtained all necessary rights to grant this Licence, and shall indemnify the Licensee against all actions, claims, losses, liability, proceedings, damages, costs and expenses suffered or incurred by the Licensee arising from any claim that the use of the Data, Documentation or Software in accordance with the terms of this Licence infringes the intellectual property rights of any third party.

**7.2** The Service is supplied to the Licensee on an "as is" basis and neither the Databases nor the Software nor any part thereof have been written to meet the individual requirements of the Licensee. It is the sole responsibility of the Licensee to satisfy itself prior to entering this Licence that the Service will meet its requirements and be compatible with any proposed hardware/software configuration. Justis makes no warranty or representation in that respect and no failure of any part or the whole of the Service to be suitable for the Licensee's requirements shall entitle the Licensee not to accept the same or give rise to any right or claim against Justis.

**7.3** Justis does not seek to exclude or limit its liability where it may not do so as a matter of law, whether in respect of death or personal injury resulting from negligence or otherwise.

**7.4** Justis is not liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by the Licensee for any wasted management time, failure to make anticipated savings or liability of the Licensee to any third party arising in any way in connection with this Licence or otherwise, whether or not such loss has been discussed by the parties pre-contract, or for any account for profit, costs or expenses arising from such damage or loss.

**7.5** Save where such liability arises out of breach of the warranty contained in Clause 7.1, Justis will have no liability for any liability of the Licensee to any third party.

**7.6** Justis makes no express or implied representations or warranties to the effect that the Databases are free of errors or omissions. Their contents are determined by the Data Providers or other third parties over which Justis has no control. The Licensee shall not base any commercial decisions on the Data without independent verification of the Data.

**7.7** The aggregate maximum liability of Justis to the Licensee under this Licence, whether under contract or in tort, in respect of claims arising in any calendar year shall not exceed a sum equal to twice the amount payable under this Licence by the Licensee in respect of that year.

**7.8** The Licensee agrees that it is in a better position to foresee and evaluate any loss it may suffer in connection with this Licence, that the fees payable to Justis have been calculated on the basis of limitations and exclusions in this Licence and that it is the Licensee's responsibility to effect such insurance as the Licensee considers necessary in respect of such loss.

## **8. SEARCHES BY JUSTIS PUBLISHING STAFF**

**8.1** No servant or agent of Justis is authorised to search the Service on behalf of the Licensee or to assist in making such searches other than for the purpose of demonstration.

**8.2** Justis accepts no liability for loss or damage arising from such searches.

## **9. CONFIDENTIALITY**

**9.1** Justis shall not, and shall use all reasonable endeavours to ensure that no servant or agent of Justis shall, without the consent of the Licensee, disclose to any third party information relating to searches carried out by the Licensee using the Service.

**9.2** Justis shall comply with all applicable Data Protection legislation in the UK and in particular shall not disclose the identity of or data about the Licensed Users to any third party other than a purchaser of Justis' assets or business.

## **10. INTELLECTUAL PROPERTY RIGHTS**

**10.1** The Licensee acknowledges that it obtains no copyright or other right in the nature of copyright or any other intellectual property right whatsoever in the Service or any part thereof or in the Software, the Databases, or any documentation or print-out by virtue of this Licence.

**10.2** Copyright subsists in the Software. The Software was created and developed by the owners of the copyright in the Software as displayed on screen. The copyright owners retain title and ownership of the original and all copies of the Software regardless of the form or media in or on which the original or other copies may exist. This Licence is not a sale of the original or any copy, and nothing contained in this Licence shall be construed as granting or otherwise transferring to the Licensee otherwise any copyright or ownership interest whatsoever in the Software.

**10.3** Copyright and other rights subsist in the Databases which are reproduced by permission of their owners.

## **11. TITLE AND ASSIGNMENT**

**11.1** Neither this Licence nor any of the rights and obligations of the Licensee hereunder may be assigned, transferred, charged, sub-licensed, delegated or disposed of in whole or in part on a

temporary or a permanent basis without the prior written consent of Justis.

**11.2** The physical media on which any part of the Service is delivered to the Licensee remains the legal property of Justis.

## **12. TERM AND TERMINATION**

**12.1** This Licence shall commence on the Start Date and shall automatically terminate on expiry of the Term.

**12.2** Justis may terminate this Licence at any time immediately by written notice to the Licensee in the event of an irremediable breach by the Licensee of this Licence or after the Licensee has failed to remedy a remediable breach of these terms and conditions within 30 days of being given notice to do so.

**12.3** Justis may remove one or more Databases from this Licence immediately on written notice if an agreement between the provider of those Databases and Justis is terminated. In this event, Justis shall promptly make a pro rata refund to the Licensee of any monies paid by the Licensee for the Service covering any period of the Licence which has not expired.

**12.4** In the event of automatic termination of this Licence due to failure by the Licensee to make payment of any Subscription Fee which was to be paid prior to any use being made of the Service, this Licence may nevertheless be renewed and such termination revoked if payment is made no later than 12 months from the date such payment was due. No reimbursement of the Subscription Fee shall be made in respect of any period whilst this Licence was not in force. Notwithstanding such termination the terms of this Licence will continue to apply in their entirety.

**12.5** Termination of this Licence shall be without prejudice to the parties' other rights or remedies.

**12.6** The Licensee may terminate this Licence at any time immediately by written notice to Justis in the event of an irremediable breach by Justis of this Licence or after Justis has failed to remedy a remediable breach of this Licence within 30 days of being given notice to do so. If the Licensee terminates this Licence under this clause 12.6, Justis shall promptly make a pro-rata refund to the Licensee of any monies already paid by the Licensee for any period following the effective date of termination when the Service is no longer provided.

## **13. GENERAL**

### **13.1 Force Majeure**

Neither party shall be liable for any loss suffered by the other or be deemed to be in default for any delays or failures in performance (other than failure to make payments) under this Licence resulting from acts or causes beyond its reasonable control. In the event that the Force Majeure event continues for a period of 60 days or more, Licensee shall have the right to terminate this agreement immediately on written notice.

### **13.2 No Waiver**

Any delay or forbearance by Justis or the Licensee in enforcing any provisions of this Licence or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.

### **13.3 Entire Agreement**

These Terms & Conditions together with the Order Form constitute the entire agreement between the parties relating to the subject matter of this Licence and each party acknowledges that it has not relied on any representation made by the other unless such representation is expressly included herein. Nothing in this Clause 13.3 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.

### **13.4 Severability**

If any provision of this Licence shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.

### **13.5 Variations**

This Licence may only be varied in writing by means of a variation of its clauses signed by both parties or by an updated Order Form.

### **13.6 Notices**

Any notice given pursuant hereto may be served personally or sent by pre-paid recorded delivery letter or the equivalent to the addresses given in this Licence. Such notice shall be deemed to have been duly served when actually received. Mere despatch of any notice does not constitute deemed service.

### **13.7 Precedence**

In the event of any conflict the provisions of the Order Form (including the Special Conditions) shall take precedence over these terms and conditions.