

**WESTLAW ASIA SUBSCRIBER AGREEMENT**

THIS AGREEMENT is made between Subscriber (as set forth on the final page of this Agreement) and Supplier (as set forth on the final page of this Agreement)

PART I  
GENERAL PROVISIONS

**1. Definitions**

"Additional Terms" means those terms and conditions applicable to specific Features (including those terms relating to charges) which are different to those set out in this Agreement.

"Affiliates" means entities who control, are controlled by or are under common control with Supplier.

"Contributors" means those third parties providing Features for inclusion in the Service.

"Data" means the data made available to Subscriber under this Agreement (which includes Downloaded Data as defined below).

"Downloaded Data" means any Data downloaded under clause 2.1.4.

"Features" means Supplier Databases, Third Party Databases, and in addition various services, functions and remotely accessed gateways provided by third parties.

"First Access" means the first time Subscriber or a User enters a valid password to access the Service.

"Initial Subscription Period" means the period described as the "Initial Subscription Period" on the Order Form originally attached to this Agreement.

"Initial Subscription Period Contract Amount" means the total amount payable for the Initial Subscription Period according to the Order Form.

"Order Form" means the order form attached to this Agreement setting out the Service, Data and Features available to Subscriber, the price charged therefor, authorized user details, Initial Subscription Period and Subsequent Subscription Period (amongst other things), and any agreed subsequent or replacement order form which is attached to this Agreement.

"Project Database" means a searchable database maintained in connection with an ongoing project of Subscriber which must consist predominantly of Subscriber's own Work Product with access limited to those internal Users actively working on the project.

"Scope" means screens on the Service that identify the types of documents and the scope of coverage available in a database or service and the fields or segments into which the documents are divided. Scope may also include search tips, copyright information and references to related databases and services.

"Service Charges" means the charges payable by Subscriber under clause 5.1 for access to and use of the Service.

"Subsequent Subscription Period" means the period described as the "Subsequent Subscription Period" on the Order Form.

"Supplier Database" means a database identified as owned by Supplier and/or its Affiliates.

"Supplier-Proprietary Data" means Data included in a Supplier Database.

"Supplier-Proprietary Downloaded Data" means any Supplier-Proprietary Data downloaded in accordance with clause 3.1.

"the Service" means the Westlaw computer-assisted legal research service(s) of Supplier as set out in the Order Form.

"Third Party Database" means a database owned by a third party who has licensed Supplier to provide that database as part of the Service.

"User" means:

- (a) in the case of a Subscriber which is a law firm, corporation or government entity, an employee of Subscriber entitled to access the Service by virtue of this Agreement; and
- (b) in the case of a Subscriber which is a University, a member of the Subscriber's law library staff, a law school lecturer, tutor or researcher employed by the Subscriber; or a law student of the Subscriber entitled to access the Service by virtue of this Agreement.

"Work Product" means Subscriber's own documents, memoranda, advices, briefs and other materials whether in print or in electronic form created by Subscriber in the regular course of Subscriber's business.

**2. Licence****2.1 Grant**

2.1.1 Supplier hereby grants to Subscriber a non-exclusive, non-transferable, limited license to access the Service.

2.1.2 Subscriber is licensed to use the Data made available on the Service in accordance with the terms and conditions of this Agreement.

2.1.3 Certain Features are licensed subject to the provisions of Part II of this Agreement below or subject to Additional Terms, all of which take precedence over the Licence granted in this paragraph.

2.1.4 Except as otherwise provided with respect to certain Data, the licence includes the right to download and temporarily store insubstantial portions of Data to a storage device under Subscriber's exclusive control and:

- (i) to display internally such Downloaded Data; and
- (ii) to quote and excerpt from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in Subscriber's own Work Products; and
- (iii) to create printouts of insubstantial portions of Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts.

2.1.5 Subscriber may, on an occasional basis, and via Service functionality, direct Supplier to transmit individual documents in electronic format to individual internal Users. Direct transmission, or communication to the public, of electronic copies by Subscriber is prohibited.

**2.2 Limitations**

2.2.1 Except as expressly permitted by this Agreement, or with Supplier's prior written permission, Subscriber may not themselves:

- (a) reproduce, download, store, publish, transmit, transfer, communicate, sell, rent or otherwise use the Data or any part of the Data in any form or by any means; or
- (b) modify or make any alterations, additions or amendments to the Data; or
- (c) combine the whole or any part of the Data with any other software, data or material; or
- (d) create derivative works from the whole or any part of the Data, nor shall Subscriber allow any third party to do the same.

2.2.2 Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of the Service.

2.2.3 Certain software used by Subscriber may not be capable of supporting the Service, and the performance of the Service will vary with the hardware on which it is used.

2.2.4 Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's Work Product.

2.2.5 Subscriber shall not sell, license, rent, communicate or otherwise distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, licence or distribution.

2.2.6 Subscriber undertakes to use all reasonable endeavours to ensure that the Service shall not be accessed or used by third parties other than those entitled to do so by virtue of this Subscriber Agreement.

2.2.7 Subscriber shall use all reasonable endeavours to keep any Downloaded Data secure and to prevent any third party duplicating or otherwise reproducing in whole or in part Downloaded Data or any part thereof other than for the exercise of the rights granted by this Agreement, and shall use all reasonable endeavours to prevent whether by act or omission such duplication or reproduction except as permitted by the terms of this Agreement.

2.2.8 Access to certain Features may be restricted and the range of Features offered may change from time to time.

**2.3 Rights In Data**

2.3.1 All right, title and interest in the Data, Supplier Database (including database compilation rights) and the Service, in all languages, formats and media throughout the World, including all copyright and other intellectual property rights (whether registered or unregistered), are and will continue to be the property of Supplier and other Contributors.

2.3.2 Crown Copyright material is reproduced with the permission of the Controller of Her Majesty's Stationery Office or authorised government representative, as the case may be.

2.3.3 Notwithstanding any other provision of this Agreement, Subscriber shall not do or omit to do or authorise any other person to do or omit to do any act which:

- (a) would or might invalidate or be inconsistent with any intellectual property of Supplier and/or Contributors; or
- (b) would be in breach of or otherwise inconsistent with the moral rights of the authors of the Data.

2.3.4 Subscriber shall not delete, erase, remove, deface or cover any trademark, trade names, numbers, copyright or other proprietary notices, guarantee, designation of origin, means of identification, disclaimer or other statement used in connection with any Data, nor shall Subscriber authorise another person to do so.

2.3.5 Subscriber shall promptly inform Supplier if Subscriber becomes aware of:

- (a) any unauthorised use of the Data
- (b) any actual, threatened, or suspected infringement of any intellectual property of Supplier and/or Contributors in the Data which comes to Subscriber's notice, and
- (c) any claim by any third party coming to its notice that the Data infringes the intellectual property or other rights of any other person.

2.3.6 Subscriber shall at the request and expense of Supplier do all such things as may be reasonably required to assist Supplier in taking or resisting proceedings in relation to any infringement or claim referred to in this clause and in maintaining the validity and enforceability of the intellectual property of Supplier and/or Contributors in the Data.

#### 2.4 Additional Terms and Conditions

2.4.1 Certain Features are governed by Additional Terms.

2.4.2 Subscriber has the opportunity to review the Additional Terms at the following locations: <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>.

2.4.3 Additional Terms may be modified by Supplier giving notice in writing, online or otherwise of the modification and such modification will be effective immediately on such notification.

2.4.4 By using Features governed by Additional Terms, Subscriber agrees to comply with all such Additional Terms as well as the Terms and Conditions of this Agreement. In the event of any conflict between the Additional Terms and the terms elsewhere in this Agreement, the Additional Terms will prevail.

2.4.5 All Additional Terms will be considered a part of this Agreement.

### 3. Supplier-Proprietary Data

3.1 Subscriber may (via Service functionality) direct Supplier to transmit Supplier-Proprietary Data in electronic format to internal Users or to a third party who is an individual if such third party agrees not to further disseminate such Data. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits Supplier-Proprietary Data pursuant to the preceding sentence and agrees to be responsible for all loss arising from any third party further disseminating such Data.

3.2 Direct transmission or communication to the public of electronic copies of Supplier-Proprietary Data by Subscriber is prohibited.

3.3 Supplier further grants a non-exclusive, non-transferable limited licence to Subscriber to store and use Supplier-Proprietary Downloaded Data in a Project Database.

3.4 Supplier-Proprietary Downloaded Data may be maintained in the Project Database so long as the project to which it relates remains active or until any termination of this Agreement, whichever occurs first.

3.5 Retention of Supplier-Proprietary Downloaded Data in a Project Database after the Project ends, in an archival database used as a research tool or in a database accessible to external users is prohibited.

3.6 Supplier further grants to Subscriber a limited, non-exclusive, non-transferable licence to include Supplier-Proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such Supplier-Proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of Supplier. Supplier-Proprietary Downloaded Data included in such briefs must retain Supplier copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of Supplier.

### 4. Responsibility for Access

4.1 Subscriber is responsible for notifying Supplier of each individual User to whom a Service password is to be issued or from whom a Service password is to be revoked. Service passwords allocated by Supplier for use by individual Users must only be used for access and use of the Service in accordance with this Agreement.

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**4.2 Each Service password must only be used by the User allocated that Service password by Supplier. Service passwords must not be shared amongst Users. A Service password must not be used concurrently.**

4.3 Subscriber is solely responsible for maintaining security of the Service passwords.

4.4 Subscriber is also responsible for all access to and use of the Service including Features and software by Subscriber's personnel or by means of Subscriber's equipment or the Service passwords, whether or not Subscriber has knowledge of or authorises such access and use.

### 5. The Service Charges

#### 5.1 Charges

5.1.1 Subscriber must pay to Supplier the Initial Subscription Period Contract Amount for all charges associated with Subscriber's access to and use during the Initial Subscription Period as described in the Order Form originally attached to this Agreement. That amount must be paid by one or more installments as set out on that Order Form.

5.1.2 Subject to clause 5.1.3, for each 12 month period following the expiration of the Initial Subscription Period, the fixed Westlaw charge for Subscriber's access to and use of the agreed subscription product(s) as described in the Order Form (or as otherwise notified by Supplier) will be the amount determined and invoiced by Supplier. That amount must be paid by one or more instalments as set out on the Order Form.

5.1.3 If the Order Form sets out an amount payable for a Subsequent Subscription Period then that amount is payable by Subscriber for Subscriber's access to and use of the agreed subscription product(s) as described in the Order Form for that Subsequent Subscription Period. That amount must be paid by one or more instalments as set out on that Order Form.

5.1.4 All charges associated with Subscriber's access to and use of the Service that are not part of the agreed subscription product(s) described in the Order Form are not included in the fixed payments described in clauses 5.1.1, 5.1.2 and 5.1.3 and will be billed separately to Subscriber each month at then-current Schedule A rates (located at <http://legalsolutions.com/schedule-a-westlaw-clear>). Supplier may, at its option, exclude certain databases, Features and services if Supplier is contractually bound or otherwise required to do so by a Contributor of Data.

#### 5.2 Modification

5.2.1 The Service Charges may be modified upon at least 15 days prior notice to Subscriber in writing, online or otherwise.

5.2.2 However, the Service Charges for specific Features licensed to Supplier by third parties may be modified at any time upon at least 15 days prior notice to Subscriber in writing, online or otherwise or as stated in the applicable Additional Terms.

5.2.3 All telecommunications charges incurred in the use of the Service are the responsibility of Subscriber.

#### 5.3 QuickView+

5.3.1 QuickView+, a current usage reporting service is available to Subscriber. To access QuickView+ Subscriber must designate in writing the person[s] authorised to view QuickView+.

5.3.2 Actual Service Charges billed by Supplier may vary from the Service Charges reported on QuickView+. Subscriber agrees to pay the actual Service Charges as billed.

#### 5.4 Billing and Payment

5.4.1 Supplier or its billing agent will invoice Subscriber for all the Service Charges incurred by Subscriber during each Service billing cycle.

5.4.2 Subscriber will pay the invoice to Supplier or its billing agent in full within 30 days of the date of the invoice.

#### 5.5 Taxes

5.5.1 Except where expressly stated to the contrary, charges are exclusive of all sales, use, value added, withholding, personal property and other taxes, which are the responsibility of Subscriber.

### 6. Disclaimer of Warranties and Limitation of Liability

6.1 To the extent permitted by law, all express or implied warranties (including without limitation warranties of performance, merchantability, fitness for purpose, accuracy, completeness and currency), representations, terms and conditions other than those expressly contained in this Agreement ("Excluded Representations"), are excluded. Subscriber acknowledges that no reliance on any Excluded Representations has been made in entering into this Agreement.

## 6.2 Exclusion of liability

6.2.1 Supplier shall not be liable in contract, tort (including negligence), or otherwise for any loss of whatsoever kind howsoever arising suffered in connection with the Service (whether or not caused by the negligence of Supplier).

6.2.2 Supplier shall not be liable in contract, tort (including negligence), or otherwise for any loss of revenue business, loss of savings or profits (anticipated or actual), loss of goodwill or data, business interruption or for any indirect or consequential loss or damage whatsoever, howsoever arising suffered in connection with the Service (whether or not caused by the negligence of Supplier) and whether or not (i) such loss or damage was foreseeable or contemplated; or (ii) Supplier was advised of the possibility of such loss or damage.

6.2.3 Without prejudice to the generality of clause 6.2.1 and 6.2.2, in no event shall Supplier, its Affiliates and/or Contributors be liable to Subscriber for any claim(s) relating in any way to:

- (i) Subscriber's inability or failure to perform legal or other research related work or to perform such legal or other research or related work properly or completely, even if assisted by Supplier, its Affiliates and/or Contributors or any decision made or action taken by Subscriber in reliance on the Data;
- (ii) any lost profits (whether direct or indirect) or any consequential, exemplary incidental, indirect or special damages relating in whole or in part to Subscribers' rights under this Agreement or use of or inability to use the Service, Features or Data even if Suppliers, its Affiliates and/or Contributors have been advised of the possibility of such damages; or
- (iii) the procuring, compiling, interpreting, editing, writing, reporting or delivering of the Data.

6.2.4 Subscriber shall accept sole responsibility for and Supplier shall not be liable for the use of the Service by Subscriber, or any User, and Subscriber shall hold Supplier harmless and fully indemnified against any claims, costs, damages, loss and liabilities arising out of any such use.

6.2.5 Supplier will have no liability whatsoever for any liability of Subscriber to any third party which might arise.

6.2.6 Further Supplier shall have no liability whatsoever to Subscriber for any claims relating in any way to any third party Feature.

6.2.7 Subscriber also acknowledges that Data may include views, opinions and recommendations of individuals or organisations whose thoughts are deemed of interest, and that Supplier does not endorse such views, give financial, investment, tax or legal advice, or advocate the purchase or sale of any security.

6.2.8 Neither Supplier nor Contributors make any warranty that access to the Service will be uninterrupted, secure, complete or error free. Nor does Supplier make any warranty as to the life of any URL. Subscriber acknowledges that provision of the Service entails the likelihood of some human and machine errors, delays, interruptions and losses, including the inadvertent loss of data or damage to media.

## 6.3 Limitation of Liability

6.3.1 Subscriber's exclusive remedy and Supplier's (its Affiliates' and/or Contributor's) entire liability under this Agreement if any, for any claim[s] for damages relating to the Service, Features or Data made against them individually or jointly whether based in contract, negligence shall be limited to the aggregate amount of the Service Charges paid by Subscriber relative to the specific Feature (Database, Service, function or other gateway) which is the basis of the claim(s) during the 12 month period preceding the event giving rise to such claim. 6.3.2 To the extent permitted by law, if a Court holds that Supplier is liable to pay damages to the Subscriber and if the Subscriber or any other person (including other advisers to the Subscriber) have contributed to the loss the Subscriber suffered, the damages payable by the Supplier will be reduced to the amount which would ultimately be payable if:

- (a) the legislation providing for a defence of contributory negligence applied to a claim based on breach of contract; and
- (b) the Subscriber joined every person who was liable to pay damages in respect of the Subscriber's claimed loss, Supplier obtained an order for contribution against each of those persons and those persons paid to the Subscriber the amount of their respective contributions.

## 7. Term and Termination

7.1 This commences on the first day of the Initial Subscription Period set out in the Order Form originally attached to this Agreement and continues in force until terminated in accordance with this Agreement. This Agreement can be terminated by either party effective from the expiration of the Initial Subscription Period by giving at least 30 days prior written notice of termination to the other party.

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## 7.2 Notwithstanding the foregoing,

- (i) Subscriber may terminate this Agreement immediately on giving written notice of termination to Supplier after receiving notice of an amendment (as permitted under this Agreement) which contains new terms that are unacceptable to Subscriber; and
- (ii) either party may terminate this Agreement upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement, provided that where the breach is capable of being remedied then the defaulting party shall have failed to remedy the same within 30 days of receiving notice specifying the breach and requiring its remedy.

## 8. Effect of Agreement

8.1 This Agreement (which includes all current and future Schedules, Order Forms and applicable Additional Terms) embodies the entire understanding between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter.

8.2 Except as otherwise provided in this Agreement, Supplier may amend the terms and conditions of this Agreement by giving Subscriber at least 15 days prior written or online notice.

8.3 Any other amendment must be in writing and signed by both parties.

## 9. Force Majeure

9.1 Supplier's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any Government, war, terrorist or other hostility, civil disorder, the elements, fire, explosion, power failure, failure of the Internet and other networks beyond the control of Supplier, equipment failure, industrial or labour dispute, inability to obtain essential supplies and the like.

## 10. Notices, General Provisions, Governing Law and

10.1 Except as otherwise provided, all notices must be given in written English to Supplier at the address set forth herein and to Subscriber at the address set herein.

10.2 Where the Subscriber is a body other than an individual the person signing or otherwise concluding this Agreement represents that s/he is authorised by the Subscriber to sign it for and on behalf of the Subscriber and to bind the Subscriber thereby.

10.3 Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent between the parties and the Subscriber shall have no authority to bind or to make any representation or warranty on the Supplier's behalf.

10.4 Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without Supplier's prior written consent.

10.5 Supplier may without the prior written consent of Subscriber assign any benefit or transfer, delegate or sub-contract any of their duties and obligations under this Agreement to any company which is an Affiliate of Supplier. 10.6 Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby.

10.7 Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

10.8 The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

10.9 This Agreement and all matters arising out of it shall in all respects be governed by the laws of Singapore.

10.10 In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Subscriber irrevocably submits to the non-exclusive jurisdiction of Singapore and waives any objections in any such courts on the grounds of venue, or on the grounds that the legal action or proceedings have been brought in an inconvenient forum. The Subscriber's submission to the non-exclusive jurisdiction of Singapore shall not prejudice the Supplier's right to commence action against the Subscriber in any court of competent jurisdiction.

10.11 In the event of inconsistency between the English language version of this Agreement and any foreign language translation version of this Agreement, the English language version of this Agreement will prevail.

10.12 The provisions of clauses 2.3.1, 5, 6 and 10 will survive any expiry or termination of this Agreement.

## 11. The Law Reports

11.1 For the avoidance of doubt, the Law Reports Data is hereby stated not to be Supplier-Proprietary Data for the purposes of this Agreement.

## 12. West Legal Directory

12.1 Subscriber may use Data contained in West's Legal Directory ("WLD") internally in the regular course of Subscriber's business.

12.2 Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use.

12.3 Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

## 13. Public Records Database

13.1 Subscriber shall not use Public Records Databases in a manner contrary to or in violation of any applicable federal, state or local law, rule or regulation, including without limitation the U.S. Fair Credit Reporting Act (15 USCA 1681 et seq.)

13.2 Subscriber certifies that it will not use any credit information obtained by it from Public Records Databases as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes, for employment purposes or for governmental licences.

13.3 Subscriber acknowledges that driver license Data accessed via the Service is subject to the U. S. Driver Protection Privacy Act (18 U.S.C.A. § 2721 et seq.) and related state laws and regulations. By accessing driver license Data, Subscriber acknowledges that from time to time, Supplier and its providers and/or various states may inquire as to Subscriber's compliance with applicable laws. Subscriber agrees to cooperate with said inquiry, subject to any attorney-client confidentiality.

## EXECUTED AND AGREED BY THE PARTIES HERETO:

Name of **Subscriber**:

Address:|

Signature:

Name:

Job Title:

Date:

Telephone:

Name of **Supplier**: Thomson Reuters Corporation Pte Ltd.

Signature:

Name:

Job Title:

Date: