

NAME OF ORGANISATION (including partner names if a partnership)	Office for the Protection of Competition of the Czech Republic		COMPANY NUMBER	65349423			
NUMBER OF FEE EARNERS IN ORGANISATION	(Note: The price of this Agreement depends on this number. It is a condition of this Agreement that you keep us informed at all times of any changes to this number. We reserve the right to increase the Contract Price if there is an increase in the number of Fee Earners (as defined in the General Terms and Conditions). In the event that your organisation acquires or merges with another organisation we will contact you to discuss your price increase)						
ACCOUNT INFORMATION							
NAME OF CUSTOMER (SALES) CONTACT		JOB TITLE	Merger Department	EMAIL ADDRESS			
NAME OF CUSTOMER (ADMIN/ON-BOARDING) CONTACT		JOB TITLE	Merger Department	EMAIL ADDRESS			
CUSTOMER VAT NUMBER	Customer does not have a VAT number assigned		TYPE OF BUSINESS	Government			
INVOICE EMAIL ADDRESS	posta@uohs.gov.cz		P.O. NUMBER	_____			
DIRECT DEBIT	☐ Yes (if Yes, include mandate) ☒ No						
INVOICE ADDRESS				DELIVERY ADDRESS (IF DIFFERENT)			
třída Kpt. Jaroše 7				_____			
CITY	Brno		CITY				
POST CODE	60200		POST CODE				
COUNTY/COUNTRY	Czech Republic		COUNTY/COUNTRY				
TELEPHONE	+420		TELEPHONE				
ONLINE SERVICES TO BE PROVIDED							
DESCRIPTION OF SERVICES	PRODUCT CODE	TERM OF CONTRACT*	Period 1	Period 2	Period 3	Period 4	Period 5
CASELEX Market Definitions Module	SBAICLXR MD	01. December 2025 – 31. December 2027	€ 14,629.69	€ 13,769.25	€	€	€
			€	€	€	€	€
			€	€	€	€	€
Total Annual Price (ex. VAT)	€ 14,629.69		(1. December 2025 - 31. December 2026)				
Total Annual Price (year 2 – if applicable)	€ 13,769.25		(1. January 2027 - 31. December 2027)				
Total Annual Price (year 3 – if applicable)	€						
Total Annual Price (year 4 – if applicable)	€						
Total Annual Price (year 5 – if applicable)	€						
*(years from date that access to the Online Services is made available by us)							
Please include customers IP ranges for any menus containing international legal content:							

MLEX® AND LAW360® ADDITIONAL REQUIREMENTS

Number of Users of MLEX® and/or Law360®:	
Location(s) of MLEX® and/or Law360® users:	
Department(s) of MLEX® and/or Law360® users:	

CASELEX® ADDITIONAL REQUIREMENTS

Number of Users of Caselex®:	All potential Users of the Office for the Protection of Competition of the Czech Republic only
Location(s) of CASELEX® users:	Office for the Protection of Competition of the Czech Republic/Brno
Department(s) of CASELEX® users:	Office for the Protection of Competition of the Czech Republic/Brno

(Note: The price of MLEX® depends on the number of MLEX® Users. It is a condition of this Agreement that you keep us informed at all times of any changes to this number. We reserve the right to increase the Contract Price if there is an increase in the number of Users.)

BOOKS AND CD PRODUCTS

DESCRIPTION (OR TITLE) OF PRODUCT	PRODUCT CODE	PRICE	IF "PAY AS YOU GO" CHECK BOX BELOW
		€	☐
		€	☐
		€	☐
		€	☐
		€	☐
		€	☐
		€	☐
		€	☐
		€	☐
		€	☐
		€	☐
		€	☐
		€	☐
		€	☐

Total Book or CD Price

€

CUSTOMER AGREEMENT

The Customer's order for online services is subject to acceptance by LexisNexis which will be evidenced by the issuance of ID numbers and passwords to the Customer.

This Agreement shall continue until it expires or is terminated in accordance with the General Terms and Conditions.

In the event that the Customer is exempt from VAT, the Customer shall notify LexisNexis in writing immediately and provide such evidence as is satisfactory to LexisNexis of such status.

If a purchase order is required by the Customer, any purchase order number must be immediately provided in writing to LexisNexis. Any delay or failure to do so shall have no effect on the right of LexisNexis to payment for any and all services and/or materials supplied (whether wholly or in part, including the Online-Services and Materials, as defined in the General Terms and Conditions).

Payment of all invoices shall be made by the Customer within 30 days of the date of invoice. The Customer's order is subject to the General Terms and Conditions attached to this Agreement, including any terms and conditions that are incorporated by reference (as may be updated from time to time).

For KSA Customers only:

LexisNexis and the Customer agree, warrant and undertake that they shall assume all of their respective responsibility to pay their due Taxes and/or Zakat in the Kingdom of Saudi Arabia to the concerned authority (the General Authority for Zakat & Tax "GAZT") on its amounts and due times.

If LexisNexis becomes a Resident or a Non-Resident with a permanent establishment in the Kingdom of Saudi Arabia, LexisNexis hereby acknowledges and agrees, in addition to the method for Payment applicable hereof, that Customer's acceptance of LexisNexis's invoices and payment for financial dues requires:

A. LexisNexis to submit Valid Preliminary Certificate from the GAZT for normal dues; and

B. LexisNexis to submit Valid Certificate or Contract Release Letter from the GAZT for final dues.

LexisNexis acknowledges and agrees that all prices under this Contract are inclusive all taxes (except Value Added Tax VAT) tariffs and customs duties whatever kind, LexisNexis may not charge Customer any additional costs relevant to its tax burden.

In the event the Saudi Value Added Tax ("VAT") apply to the Goods and/or Services delivered pursuant to this Agreement then such VAT shall be added to the due amount of Goods and/or Services at the rates assessed in the VAT together with its respective Implementing Regulation, provided that LexisNexis Approved Invoice(s) submitted to the Customer fully meets VAT and its Implementing Regulation requirements. Should

the Customer be entitled to a special VAT status the Customer shall notify LexisNexis in writing immediately and provide such evidence as is satisfactory to LexisNexis of such status.
Where LexisNexis status is a Non-Resident Person, exclusively according to Income Tax Law, Customer shall be obliged to withhold tax from the paid amount to LexisNexis according to the rates stipulated in Article (68) of the Income Tax Law and then provide LexisNexis with a certificate stating the value of the amount paid to him and the value of withheld tax.

AUTHORISED SIGNATURE

SIGNATURE			
DATE OF SIGNATURE	2 December 2025	PRINT NAME & JOB TITLE OF SIGNATORY	Kamil Nejezchleb, Vice-Chairman of the Office for the Protection of Competition of the Czech Republic

PLEASE NOTE: Signature above signifies acceptance of this Agreement including the attached General Terms and Conditions, together with any terms and conditions that are incorporated by reference (as may be updated from time to time).

LEXISNEXIS INTERNAL USE

Order Number		Order Date	
Purchase Order Number		Account Number	
Contact No.		Delivery ID	
Area Manager	☐	Platinum A/C	☐

SALES INFORMATION

Sales Rep Name	Christian Winterleitner, LL.M	Sales Rep ID Code	
----------------	----------------------------------	-------------------	--

The Customer should note that the prices in their Order Form are available for acceptance at any date prior to 12.12.2025. These prices shall be considered withdrawn if this Order Form is not signed by an authorised signatory of the Customer and in the possession of LexisNexis prior to that date.

GENERAL TERMS AND CONDITIONS (Global Platform) For Use of the LexisNexis Services

This Agreement is between LexisNexis Verlag ARD ORAC GmbH, Trabrennststraße 2A, 1020 Vienna, Austria, registered in the Austrian company register (*Firmenbuch*) maintained by the Commercial Court Vienna (*Handelsgericht Wien*) under registration number FN 36462 x ("LexisNexis", "we", "us" or "our") and the Customer named on the Order Form ("you", "Customer" and together with LexisNexis the "Parties" and each a "Party"). The following terms and conditions ("General Terms") govern your use of the online services supplied by us as set out in the Order Form (the "Online Services") and the materials and content available therein ("Materials"). These General Terms, together with the Order Form and Additional Terms (as defined below) shall be referred to as the "Agreement".

1. LICENCE; RESTRICTIONS ON USE

1.1. Subject to any Additional Terms regarding certain Materials and Online Services, you are granted a personal, non-exclusive, non-transferable, limited licence to access and use the Online Services and Materials for the purposes only of: (i) research or study, (ii) providing professional services to your clients, and (iii) providing academic services to students. This licence may be exercised by your Fee Earners as indicated on the Order Form above and those of your employees and support personnel to use the Online Services and the Materials ("User

1.2. s"), whereby the Online Services and the Materials may only be used in the manner set out in this clause 1.

("Fee Earners") means any User with a practicing certificate issued by the appropriate governing body. You are entitled to a total number of Users equal to **two times the number of Fee Earners** set out on the Order Form. Example: One FE = up to two users. Notwithstanding the above, for MLEX®, Law360® and Caselex® you are entitled to the number of Users as set out on the Order Form.

1.3. Subject to clauses 1.3, 1.4 and 4, You may, only for the purposes set out in clause 1.1:

- electronically display Materials retrieved from the Online Services to Users and the Materials may be displayed by more than one User at the same time;
- search and view the Materials for your own research purposes;
- obtain a printout of a limited and reasonable portion of the Materials obtained by using the printing commands of the Online Services (the, "Authorised Printouts");
- make copies of Authorised Printouts and distribute Authorised Printouts and copies to Users; and
- retrieve and store a machine-readable copy of a limited and reasonable portion of the Materials in any individual part of the Online Services using the downloading commands of the Online Services, provided that that copy must not be stored for more than 90 days and shall be primarily for one User's exclusive use. Insubstantial electronic copies of the Materials may be stored beyond the time restriction referred to in this clause only where: (i) the Materials have been incorporated into advice provided to a specific client in respect of a specific matter; and/or (ii) the Material is required to be kept for some legal, regulatory or evidential requirement. This clause is subject to an overriding obligation upon you and your Users (A) not to create an independently held and/or searchable database of the Materials, and (B) to upload Customer Documents (as defined below) into certain AI services provided by us from time to time ("LN AI Services") where such Customer Documents are hosted and/or stored by us. You must have secured all necessary rights from your clients or data-sources to utilise their information in Customer Documents. We disclaim any warranty or liability, of any kind, for the accuracy of data in reports generated using Customer Documents and disclaim any responsibility for any results obtained through Customer-designed and -generated reports using the LN AI Services. Upon termination or expiration of this Agreement in accordance with clause 8, we will provide you with an opportunity to export or retrieve Customer Documents stored in the Online Services. After a reasonable period of not less than 60 days from the effective date of termination we reserve the right to permanently delete all Customer Documents stored in the Online Services unless otherwise required by law to retain such data. Upon request by you made before or within 60 days

after the effective date of termination, we will make available to you, in a mutually agreed upon format and medium, a file of Customer Documents.

1.4. You must not:

- store, distribute or transmit any content through the Online Services that is unlawful, dishonest, fraudulent, libellous, harmful, aggressive, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, or discrimination based on gender, colour, race, religious belief, sexual orientation, disability, or any other illegal activities; or breaches any laws, statute, regulations standards, or codes of practice of any relevant authority;
- attempt to disassemble, reverse engineer or reverse compile, or otherwise reduce to human-perceivable form any of the Online Service or any database related to the Online Services;
- use the Online Services or Materials in any fashion that infringes our or our licensors' copyright or proprietary interests; or
- remove or obscure any copyright notice or other notices contained in Materials.
- use the Online Services or Materials in conjunction with large language models, machine learning models, generative artificial intelligence, or other similar technologies ("AI Technologies") except in accordance with this clause. Use of the Online Services and Materials in conjunction with AI Technologies is only permitted when: (i) the Online Services and/or Materials remain under the direct control of the Customer and are not provided to any third parties; (ii) the Online Services and/or Materials are not used to train (or facilitate the training of) AI Technologies; and (iii) such usage occurs on an incidental basis only. For the purposes of this clause 1.3(e), "AI Technologies" does not include LN AI Services;
- use the Online Services or Materials to compete with us, either directly or indirectly; or
- use the Online Services or Materials in violation of applicable law, third party rights or in a manner that infringes the copyright or proprietary interests therein.

1.5. For further clarity, the Online Services and/or the Materials must not be used for training AI Technologies, except as permitted with regard to LN AI Services under clause 1.2(e).

1.6. Except as specifically provided in clauses 1.1 and 1.2, you are otherwise prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, or otherwise using Materials. You must not print or download Materials without using the printing or downloading commands of the Online Services. All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Online Services is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

1.7. All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to us or our third party suppliers. You acquire no ownership of copyright or other intellectual property rights or proprietary interest in the Online Services or Materials.

1.8. All use of the Materials and production of Authorised Printouts is subject to a fair usage policy. If, during any 90 days period you produce printouts (including Authorised Printouts) of Materials which represent greater than 10% of those Materials which you

are authorised to access, we reserve the right to make an additional pro-rata charge based on your then current annual contract cost.

- 1.9. Some of the Online Services utilise 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. LexisNexis may provide responsive search results based on natural language queries or prompts that Users provide while using the Online Services. AI systems may not always be accurate or error free, which means Users are responsible for verifying and cross-referencing any information provided in the Online Services. AI Technologies are not a substitute for professional advice, including legal, medical, financial, or any other specialised advice.
- 1.10. The output of the portion of the Online Services powered by or utilising the generative AI capabilities in the Online Services may include components protected by copyright and/or other intellectual property right (e.g. cases and other materials cited or referenced), while other components may not be copyrightable in the current regulatory environment.
- 1.11. **"Customer Documents"** means files that you or any of your Users upload to the Online Services but does not include Lexis+ Practical Guidance Customer Materials which are subject to the terms and conditions set out in clause 3. Customer hereby represents and warrants that Customer Documents do not violate any law or decision by any public authority or infringe any rights of any third party, including but not limited to intellectual property rights. LexisNexis does not take any ownership rights in Customer Documents. Customer Documents will be processed in a non-persistent state and will be secured in transit. In non-Vault LN AI Services, Customer Documents are purged automatically from the system at the end of a user session or period of inactivity, whichever occurs first.

2. ACCESS TO SERVICES

- 2.1. Only the Users shall be entitled to access and use the Online Services and Materials.
- 2.2. Each User may only use five devices to access the Online Services and Materials.
- 2.3. Except for use incidental to occasional, short-term travel, you must not use an ID to access the Online Services from outside the country for which it was issued.
- 2.4. You may be restricted from accessing certain Materials otherwise available in the Online Services.
- 2.5. From time to time, aspects of the Materials and features of the Online Services may be added or withdrawn without notice, and the Online Services may be otherwise changed without notice, and such changes shall form part of this Agreement starting at the moment of such change being implemented. To the extent any such change is materially adverse to the quality of service you receive, you may terminate this Agreement on no less than 30 days' prior written notice by email to kundenservice@lexisnexis.at, such notice to be served no later than 30 days after the occurrence of any such change, or – only if LexisNexis chooses to notify you of such change – after having been notified of any such changes by LexisNexis. In such circumstances, we will refund you for any fees paid in advance on a pro-rata basis for the time remaining in the Term (or Renewal Term, as applicable) and your proportionate use of the removed or changed Materials or features (as against the other Materials and features you have access to). Continued use of the Online Services following any change without exercising the termination right pursuant to this clause 2.5 constitutes acceptance of the change.
- 2.6. You must ensure that each person having access to the Online Services and Materials
 - (a) is a User; and
 - (b) is using those Online Services and Materials only in accordance with this Agreement, and you will be liable for their acts and omissions at all times.
- 2.7. Any password / ID number issued by us to a User is personal and confidential to that User. If we suspect that any password / ID is being used by anyone other than a User or a different User to the person to whom it was issued, that password / ID may be cancelled at our absolute discretion and no refund shall be given.

3. TERMS APPLICABLE TO LEXIS+® UK USERS

- 3.1. In relation to your use of LEXIS+® UK, you may, in addition to other rights granted under these General Terms:
 - (a) copy, revise, customise and use the applicable Materials for the purposes of any matter on which you are advising; and
 - (b) make available to clients, potential clients and others copies of the applicable Materials (other than answers to queries, see clause 3.3) on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting us (and third parties where such material is attributed to them).
- 3.2. You must not, unless required to do so, provide us with any confidential information which might: (i) identify the parties involved in a particular matter or identify a dispute; or (ii) breach any legal or professional duty.
- 3.3. If we answer a query raised by you through our LexisAsk service (or otherwise), you must not provide this or any answer supplied by us to you to any client or other third party or permit any client or other third party to be aware of or rely upon our provision of such an answer. You must consider all answers using your professional skills, and where used by you, you must do so at your own risk.
- 3.4. You recognise and accept that we may give answers to the same or similar queries asked by any of our customers and that any conflict which might arise between customers is waived.
- 3.5. You recognise and accept that:
 - (a) We do not undertake any obligation to consider whether the information provided to or by us for the purpose of our Materials (including answering a query) is either sufficient, up to date or appropriate for any particular or actual circumstances. And,
 - (b) We are not a law firm; we do not represent or advise clients in any matter and are not bound by the professional responsibilities and duties of practising lawyers. Nothing in the Online Services, or the Materials nor any receipt or use of the Online Services, shall be construed or relied on as advertising or soliciting to provide any legal services, creating any solicitor-client relationship or providing any legal representation, advice or opinion whatsoever on behalf of us or our staff.

4. TERMS APPLICABLE TO NEXIS®, CASELEX® MLEX® Law360®

- 4.1. In respect of Materials comprised of Nexis® content ("**Nexis® Materials**") notwithstanding anything else stated in this Agreement you may only share Nexis® content with Users.
- 4.2. Additionally, you must not use the Nexis® Materials to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. This clause applies only to (1) services where the subject is a United States consumer, resident, or citizen and (2) services that are offered in the United States.
- 4.3. LexisNexis is the sole owners of all Intellectual Property Rights (including for the avoidance of any database rights) in and to the Materials. The parties acknowledge that any third party publication displayed in the Materials ("**Official Publications**") are owned by third parties (as it consists of public statements and content). While LexisNexis will use its reasonable endeavours to ensure that the Official Publications included in the Online Services are accurate, it does not guarantee the accuracy, quality or completeness of the Official Publications and LexisNexis accepts no liability in relation to the Official Publications whatsoever or for any reliance on them.
- 4.4. In respect of MLEX® content you will not, and you will procure and ensure that the Users will not, forward or impart the MLEX® content to any journalist, news or media organisation or to any other individual employed by or independently contracted to any news or media organisation, in whole or in part in any way.
- 4.5. In respect of Materials comprised of Law360® content ("**Law360® Materials**") and the Nexis Materials (together the "**Restricted Materials**"), you must not engage in any Mass Distribution (as defined below) without the express prior written consent of us; unauthorised Mass Distribution by you shall be immediate grounds for suspension of your account and/or termination of your access to the Law360® or Nexis® services. "**Mass Distribution**" means (i) the use, publication or inclusion

of any Restricted Materials (in whole or in part) obtained through use of the Online Services in (x) any press releases, blog postings, newsletters, articles, bulletin boards, or any other publicly accessible publications or (y) any communication by any User (including, without limitation, via email or facsimile) containing specific content of the Restricted Materials (subject to clause 4.6) (ii) configuring or automating email (or other) alert functionality on behalf of any non-User and/or distributing the content of any Restricted Materials to any non-User, (iii) utilizing and/or distributing any Restricted Materials for marketing and/or promotional purposes or otherwise establishing or allowing establishment of the Law360® or Nexis® services as a service bureau for any third party or (iv) otherwise using the Restricted Materials or services in any manner that (x) replicates, or seeks to replicate, in whole or in part, the Restricted Materials or the Lexis360® or Nexis® services; or (y) undermines the ability of us, as determined in our sole discretion, to market or sell any of our services, including the Online Services, to any third party.

4.6. Subject to clause 4.4, and without prejudice to clause 4.5, you may distribute specific content within the Law360® Materials to non-Users provided you do not distribute to ten (10) or more individuals. If you wish to distribute particular Law360® Materials to more than ten (10) individuals outside of your organisation, the prior consent of LexisNexis must be obtained (please contact your account manager).

4.7. Any distribution of Law360® Materials permitted hereunder must comply with clause 1.3(d) hereof. Subject to clause 4.2 and 4.3, you shall have the limited right to use or excerpt portions of Law360® Materials so long as all such content is properly attributed to us. Any copyright notice appended by you to distributed content of the Law360® Materials should be in a form substantially similar to the following: "Copyright [Current Year] LexisNexis Verlag ARD ORAC GmbH."

4.8. You acknowledge and agree that we may, in our sole discretion, opt to not publish or otherwise make available the Law360® services, either in whole or in part, on any public holiday or on any court holiday. We may, in our sole discretion, determine to change, add, or remove publication holidays hereunder.

5. ADDITIONAL TERMS

5.1. Certain Materials and Online Services are subject to supplemental terms and conditions published online, on a CD or within a publication or product, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively "**Additional Terms**"), all of which are incorporated by reference into these General Terms.

5.2. In the event of any conflict between these General Terms and the Additional Terms, the Additional Terms will prevail.

6. LIMITED WARRANTY

6.1. We warrant that we have the right and authority to make the Online Services and Materials available pursuant to these General Terms.

6.2. Except as otherwise provided in clause 6.1, the Online Services and Materials are provided on an "as is", "as available" basis and we make no warranties under this Agreement, including without limitation that the Online Services and Materials are or will be complete or free from errors or that information will continue to be available to us to enable us to keep the Online Services and Materials up-to-date.

7. LIMITATION OF LIABILITY

7.1. To the maximum extent permitted by law, 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 to the supply of the Online Services or any features thereof or any Materials;
- (c) your use or misuse of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using or misusing the Online Services);
- (d) your use of any equipment in connection with the Online Services;
- (e) the content of Materials; or
- (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

7.2. "**Covered Party**" means:

- (a) us, our affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of us or our affiliates; and
- (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

7.3. Our liability to you for breach of any condition or warranty implied under any law which cannot be lawfully modified or excluded by this Agreement shall, to the extent permitted by law, be limited at our option to supplying the Online Services or Materials again or paying for their re-supply.

7.4. Our liability in cases of intent (*Vorsatz*), severe gross negligence (*krass grobe Fahrlässigkeit*), injury to life, body, or health, and claims under the Austrian Product Liability Act (*Produkthaftungsgesetz*), shall be governed by the statutory provisions under mandatory law. Our liability in cases of simple gross negligence (*schlicht grober Fahrlässigkeit*) is limited to compensation for typically foreseeable damages, whereby the person asserting the claim for compensation has to prove simple gross negligence (*schlicht grober Fahrlässigkeit*). Any liability of us in cases of slight negligence (*leichte Fahrlässigkeit*) shall be excluded. Compensation for lost profits and other consequential or indirect damages and costs is excluded.

7.5. Subject to clause 7.3 and clause 7.6, the aggregate liability of the Covered Parties in connection with any other claim arising out of or relating to the Online Services or Materials shall not exceed the lesser of the amount of your actual direct damages and the amount Customer paid to LexisNexis under this Agreement in the 24 month period immediately preceding the date the claim arose. Your right to monetary damages in that amount shall be instead of all other remedies which you may have against any Covered Party.

7.6. Subject to clause 7.3, the Covered Parties shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, legal fees, loss of business, loss of revenue, non-payment of amounts due, loss of profits, loss of expectations, business interruptions, loss of reputation, loss of business information, loss of data or usage, or other financial losses, even if LexisNexis has been made aware of the possibility of such damages) in any way due to, resulting from, or arising in connection with this Agreement, the Online Services, Materials, or the failure of any Covered Party to perform its obligations, regardless of any negligence of any Covered Party.

7.7. The Materials are provided for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgement or to provide legal advice with respect to particular circumstances.

7.8. Whilst reasonable efforts are made to keep the Materials up to date, you must obtain independent verification or advice before relying upon any piece of information.

8. RENEWAL AND TERMINATION

8.1. This Agreement is for the number of years from the date that access to the Online Services is made available by us or delivery of the first CD, as applicable, which is stated in the Order Form ("**Term**") and any Renewal Term (as defined below). In the event that no notice of termination has been received by us by email under kundenservice@lexisnexis.at at least 90 days before expiry of the Term or any Renewal Term, this Agreement shall continue for further periods of one (1) year each (each a "**Renewal Term**"), commencing immediately after the expired Term or the expired Renewal Term, respectively, and so on for subsequent Renewal Terms. In such circumstance, the total fee to be paid by you for each Renewal Term will be an amount equal to the annual price paid in the final year of the Term (or last Renewal Term as the case may be) plus an additional amount (up to a maximum of 15%) as we shall determine and notify to you at least one hundred and twenty (120) days before the end of the Term or the respective Renewal Term. We may discuss alternative terms with you in such circumstances, but any such discussions shall be strictly without prejudice to the provisions of this clause 8.1 and unenforceable unless agreed in writing and signed by both parties.

8.2. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions of this Agreement may be changed by us with immediate effect upon notice. Your subscription for access to the Online Services may be terminated by you by email to kundenservice@lexisnexis.at immediately upon notice to us if any change, excluding changes to charges that are in accordance with clause 8.1, is unacceptable. Continued use of the Online Services following any change constitutes acceptance of the change.

8.3. We may terminate this Agreement by giving at least 60 days' notice. Our only obligation in this event shall be the pro rata refund of any charges paid in advance for the remaining Term (or Renewal Term, as applicable).

8.4. We may suspend providing the Online Services to you without notice and pursue any other remedy legally available to us (including enforcing payment of charges), if you fail to comply with any of your obligations in this Agreement (including payment obligations) and will seek our legal costs and other expenses incurred from you. For the avoidance of doubt, this shall include recovery of any legal costs and expenses incurred as a result of any small claims. Without prejudice to the foregoing, if you fail to pay any sum properly due hereunder, we reserve the right to seek enforcement of the full contract sum.

8.5. We may terminate this Agreement with immediate effect if you are in material breach of this Agreement or if a resolution for winding up is passed by you, or a court order is made for your winding up or a petition is presented for your winding up, an encumbrancer takes possession or a receiver is appointed over any of your property or assets, if you make any voluntary arrangement with your creditors or become subject to an administration order, go into liquidation or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to you or if you cease, or threaten to cease, to carry on business in which case (and without prejudice to any other rights we may have) you will not be entitled to any refund of any charges paid in advance and any charges due shall become payable immediately.

9. PERSONAL DATA PROTECTION AND ANALYTICS

9.1. You are responsible for the legality of the personal data that you or Users provide to LexisNexis. To the extent that you or Users provide personal data to LexisNexis for account registration or otherwise, the parties acknowledge and agree that such information will be processed by LexisNexis 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.

9.2. On request we will provide you with data and analysis of Users' usage of the Online Services and Materials ("Analytics"). Analytics data will clearly identify individual Users and will detail their activity (including but not limited to documents and content accessed, printed, emailed, downloaded, searched). We will provide the Analytics to you on the strict condition that:

- you will not use it for any purpose other than supporting internal decision making processes, policing use of the Online Services and Materials; product adoption activities carried out with us; and assessing levels of use;
- the Analytics data is not to be shared with any third parties without our prior written consent unless otherwise required by law;
- you are solely responsible for providing any required notices and obtaining any required consents and authorisations of the Users to all use of the Analytics data;
- you shall indemnify us and our affiliates on demand from and against any loss, liability, damages, claims, fines, penalties, costs and expenses incurred as a result of any third party claim against us arising out of or in connection with any failure by you to comply with the provisions set out in this clause 9.

9.3. You will immediately stop using and delete all Analytics on termination or expiry of this Agreement or otherwise at our direction unless otherwise required by law.

10. CONFIDENTIALITY

10.1. Each party (the "Receiving Party") agrees that it will keep confidential and will not (whether directly or indirectly) disclose, use, copy, or modify any Confidential Information belonging to the other party (the "Disclosing Party") without the prior written consent of the Disclosing Party. "Confidential Information" shall include all information, (including all oral and visual information, and all information recorded in writing, or electronically, or in any other medium or by any other method or process) and whether of a commercial, financial, marketing, technical, non-technical or any other nature, which is disclosed to, or obtained by, one Party from the other, or by, or from, a third person acting on that Party's behalf, and shall include, without limitation, any plans, proposals, design specifications, models, sketches, drawings, photographs, processes, trade secrets, know-how, information concerning research, experimental work, development, design details and specifications, engineering, procurement requirements, purchasing, manufacturing, business forecasts, sales, merchandising and marketing plans, customer lists, personnel information and all other aspects of its business or affairs, including, without limitation, its assets, liabilities, prices, profitability, plans, policies and financial position or, in any event, is such that, by its nature, the information would be accepted by a reasonable person as confidential.

10.2. Confidential Information shall not include information or material which:

- was in the public domain at the time of receipt or disclosure or subsequently becomes so, other than as a result of any breach of this Agreement;
- is not identified in writing as being proprietary or confidential or, in the absence of such markings, is not, by its nature, such that would be considered proprietary or confidential by a reasonable person;
- can be demonstrated to the reasonable satisfaction of the Disclosing Party to have been developed by the Party in possession independently of the Confidential Information disclosed to it by the other Party;
- is received by the Party in possession from a third party without similar obligations of confidence and without breach of this Agreement;
- is approved for release by written authorisation of the Disclosing Party; or
- consists solely of generalised ideas, concepts, know-how or techniques of the industry of the Party in possession.

10.3. Notwithstanding the termination of this Agreement, the obligations of confidentiality in respect to the Confidential Information shall continue for a period of two (2) years from the date the termination becomes effective. Each party warrants that upon termination of this Agreement, it will cease to use in any way the Confidential Information of the other that has been disclosed to it.

11. MISCELLANEOUS

11.1. You will not disclose to any third party details of this Agreement or any of the negotiations undertaken in relation to this Agreement without our prior written consent.

11.2. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services. Notices to you shall be deemed to have been properly given on the date posted, if posted; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to us must be sent to your account representative with a copy sent to the legal department at our Vienna office address set out on our company website (LexisNexis Verlag ARD ORAC GmbH, Trabrennstraße 2A, 1020 Vienna, Austria).

11.3. Each of our third party suppliers of Materials has the right to assert and enforce these provisions towards you directly on its own behalf as a third party beneficiary (in the meaning of a real contract to the benefit of third parties (*echter Vertrag zugunsten Dritter*) according to section 881 para 2 first sentence of the Austrian Civil Code (ABGB)).

11.4. The failure of us or any third party supplier of Materials to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

- 11.5. You may not assign, or sub-licence, this Agreement or any rights or obligations hereunder, directly or indirectly, without our prior written consent. We may assign this Agreement to any successor to all or substantially all of our business or assets that relate to the subject matter of this Agreement whether by asset or stock acquisition, merger, consolidation or otherwise.
- 11.6. Subject to clause 11.5, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 11.7. Each provision of this Agreement is severable. If any such provision is held to be or becomes illegal, invalid or unenforceable in any respect under applicable law of any jurisdiction, then, to the extent that it is illegal, invalid or unenforceable, (i) it is given no effect and it is deemed not to be included in this Agreement, but it will not affect or impair the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement (or of the provisions of this Agreement in any other jurisdiction); and (ii) it will automatically be deemed replaced by such legal, valid and enforceable substitute provision or provisions the effect of which is as close as possible to the intended effect of the illegal, invalid or unenforceable provision. The same will apply to any unintended gaps in this Agreement.
- 11.8. Non-performance of either party shall be excused to the extent that performance is rendered impossible where failure to perform is a result of actions omissions or circumstances beyond the reasonable control of the non-performing party.
- 11.9. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that you may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure by us to object to such terms, provisions or conditions.
- 11.10. Where you are provided with access to Materials for free, no obligation to continue to provide such Material is accepted by us and you have no right to receive the Material. Such Material may be withdrawn at any time without notice.
- 11.11. All payments made by you under this Agreement will be made in full without any set-off or counterclaim and free from any deduction or withholding (save as is required by law).
- 11.12. This Agreement, including terms on our website that are incorporated by reference (as may be updated from time to time) contains the entire agreement between the Parties relating to the provision and use of the Online Services and the Materials and it supersedes any prior agreements, representations or understandings between the Parties (whether oral or in writing) unless expressly incorporated by reference in this Agreement. Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
- 11.13. You agree to the following sanctions representations and warranties: <https://www.lexisnexis.com/global/sanctions-clause/en.page>.
- 11.14. This Agreement, (and any non-contractual obligations arising out of or in connection with it) shall be governed by, construed in accordance with and interpreted in accordance with, Austrian law, with the exclusion of the Austrian conflict of law provisions and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute, controversies and/or claims arising out of or relating to this Agreement, including any matter regarding its existence, validity interpretation, compliance or termination, shall be (i) finally and (ii) to the extent legally permissible also exclusively resolved and settled by the competent court for the first district of Vienna, Austria.