



ERM LIBRYO SUBSCRIPTION SERVICES TERMS

1. INTRODUCTION

These ERM Libryo Subscription Services Terms (“**Libryo Terms**”) govern the Customer’s access and use of the Libryo Platform and Libryo Content.

2. DEFINITIONS AND INTERPRETATION

Affiliate	means a Party’s parent company, subsidiary, or a company under common ownership with such Party.
Agreement	means the ERM Services Agreement, the Data Processing Statement and these Libryo Terms.
Anonymous Data	means Other Content and data generated from the Authorized Users’ use of the Libryo Platform, that are in anonymized form only and do not contain any of Customer’s Confidential Information.
Associated Person	means any member, partner, director, employee, subcontractor or consultant of the Customer or its Affiliates.
Authorised Users	means all Associated Persons granted access to the Libryo Platform as agreed between ERM and the Customer from time to time in accordance with clauses 3 and 4.
Business Hours	means the period commencing at 09:00 and ending at 17:30 on each Business Day (London time, UK).
Business Day	means any day other than Saturday, Sunday or any public holidays in England.
Confidential Information	means any information in whatever form of a confidential nature which a Party has obtained or received, directly or indirectly, in connection with this Agreement including: <ul style="list-style-type: none">• information concerning the business, activities, affairs, finances, employees, operations, facilities, assets, programs, customers, clients or plans, intentions, or market opportunities or third-party service providers of the other Party or its group companies;• any commercially sensitive information;• any information that would be regarded as confidential by a reasonable business person;• the Libryo Content; and• the terms of the ERM Services Agreement.
Context	means all the factors and conditions, whether internal or external to the Customer, which determine the specific set of legal requirements that a Customer faces in a specific context, such as a site of the Customer. Contexts are a function of the legal jurisdictions in which a Customer operates as well as the type and nature of such operations. A Customer may have many different Contexts, and several corresponding Context specific sets of legal requirements.

Customer	means ERM's client as identified in the ERM Services Agreement.
Customer Representative	means the person designated by the Customer pursuant to clause 5.4.
Data Processing Statement	the agreement between the Parties in respect of the processing of personal data in connection with the Libryo Platform, a copy of which is available at libryo.com/terms .
Data Protection Laws	has the meaning given to it in the Data Processing Statement.
De-identified Data	aggregated data created or derived from compiling, combining or incorporating Anonymous Data with other data and information available, derived or obtained from other users of the Libryo Platform or otherwise obtained, made available and/or received from third parties in each case that has been anonymized and aggregated.
Disbursements	means the incidental costs incurred by ERM from time to time, while delivering the Libryo Platform, particularly at the time of Setup and include items such as travel, accommodation and subsistence expenses.
Documentation	means the then-current documentation published by ERM at success.libryo.com that describes the features and functionality of the Libryo Platform. Documentation excludes marketing, sales and promotional material.
ERM	means the ERM contracting Party identified in the ERM Services Agreement.
ERM Services Agreement	means the agreement entered into between the Parties which incorporates these Libryo Terms.
Force Majeure Event	means acts, events, omissions or accidents beyond a Party's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of that Party or any other party), failure of a utility service, hosting services provider or transport or telecommunications network, acts of God, war, riot, civil commotion, pandemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
Indemnified Person	ERM, its Affiliates, and its and their officers, directors, employees, agents, licensors, suppliers and any third-party providers in respect of the Libryo Platform and Libryo Content.
Initial Term	Unless provided otherwise in the ERM Services Agreement, the 12-month period starting from the Subscription Start Date.

<p>Intellectual Property Rights</p>	<p>means patents, utility models, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, rights in software, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similarly or equivalent rights, or forms of protection which subsist or will subsist now or in the future in any part of the world.</p>
<p>Interactive Services Code of Conduct</p>	<p>means the Interactive Services Code of Conduct, as attached at Schedule 1 of these Libryo Terms and as amended by ERM by notice to the Customer from time to time.</p>
<p>Libryo Content</p>	<p>means content that is available via the Libryo Platform to all Customers (including the Customer) and includes but is not limited to:</p> <ul style="list-style-type: none"> • primary legal sources such as legislation and regulations, including citation headings and formatting including tables of contents; • summaries and notes; • applicability questions; • action areas and topics including controls; • tasks including suggested tasks; and • the content and data models in terms of which the above are arranged. <p>Libryo Content does not include Other Content.</p>
<p>Libryo Platform</p>	<p>means ERM’s cloud-based information platform, as produced and maintained by ERM, and made available at http://my.libryo.com or such other URL as ERM may nominate to Customer from time to time.</p>
<p>Login Details</p>	<p>means the unique login details for each Authorised User provided by ERM to the Customer or directly to each Authorised User, in accordance with these Libryo Terms.</p>
<p>Other Content</p>	<p>means content that arises from the Customer’s use of the Libryo Platform and may include content that is created by ERM consultants under the ERM Services Agreement or another agreement. Other Content does not include Libryo Content.</p>
<p>Parties</p>	<p>means each of ERM and the Customer.</p>
<p>Renewal Term</p>	<p>has the meaning given to it in clause 14.1.</p>

Scheduled Downtime	means the time required by ERM from time to time to restrict access to all or any part of the Libryo Platform and/or the Libryo Content to allow for repairs, maintenance, migrations or updates.
Setup	means the upfront, Customer-specific configuration or compilation of the Libryo Platform according to the Customer's Context/s and shall include any consulting services provided by ERM to the Customer in enabling the setup and integration of the Libryo Platform.
Setup Fee	means the fee payable by the Customer for Setup as set out in the ERM Services Agreement.
Subscription Fee	means the fee payable by the Customer for access to and use of the Libryo Platform as set out in the ERM Services Agreement.
Subscription Start Date	means the first day of the Subscription Term, or such other date as may be defined as the Subscription Start Date in the ERM Services Agreement.
Subscription Term	means the term of Customer's subscription to access and use the Libryo Platform as set out in the ERM Services Agreement.
Subscription Year	Either the Initial Term or the current Renewal Term, whichever is applicable.
System Availability	<p>means the availability of the Libryo Platform measured as a percentage in accordance with the following formula:</p> $((A - B) / A) \times 100$ <p>Where:</p> <p>A is the total number of hours in the relevant calendar year; and</p> <p>B is the total number of complete hours during the relevant calendar year during which the Customer is unable to access the Libryo Platform ("Unavailability") excluding where Unavailability is due to: (i) Scheduled Downtime; (ii) any act or omission of the Customer or any Authorised User; (iii) the quarantining of data due to an actual or potential virus infection; (iv) any interruption or failure of any telecommunications systems, networks or hosting services platforms(s) owned or controlled by Customer or a third party; and/or (v) a Force Majeure Event.</p>
Term	has the meaning given to it in clause 14.1.

- 2.1 A reference to a statute or statutory provision: (i) is a reference to it as amended, extended or re-enacted from time to time; and (ii) will include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.2 A reference to "writing" or "written" includes email but does not include fax, SMS or other informal electronic messaging systems.
- 2.3

PART A

3. CUSTOMER'S USE OF THE LIBRYO PLATFORM AND LIBRYO CONTENT

- 3.1 Subject to the Agreement, Customer may access and use the Libryo Platform and the Libryo Content during the Subscription Term for the Customer's own internal business purposes.
- 3.2 ERM (or its licensors) own all Intellectual Property Rights in the Libryo Platform, and in the Libryo Content created by ERM or its licensors. Neither Party grants the other any rights or licenses not expressly stated in this Agreement.
- 3.3 Customer acknowledges that Libryo Content is different from Other Content such as advice and guidance information provided by ERM, even though such Other Content may be hosted on or delivered through the Libryo Platform.
- 3.4 ERM is not a licensed law firm and ERM does not provide legal or other professional advice; accordingly, neither the Libryo Platform nor the Libryo Content constitute the practice of law or the provision of legal services or advice.
- 3.5 The Libryo Platform may include text generated through automated means, including the use of artificial intelligence systems, that has not been independently verified or approved by ERM and is therefore provided 'as is' only as an aid for Authorised Users.
- 3.6 ERM relies on third party suppliers or sources of regulatory content such as legal publishers and government websites. Customer accepts that some Libryo Content may be out of date at any given time as a consequence of these sources being out of date.

4. AUTHORISED USERS

- 4.1 During the Subscription Term, the Customer must provide ERM with prompt written notice of: (a) the details of persons whom it wishes to designate as Authorised Users; and (b) any changes to the Authorised Users.
- 4.2 ERM must, in respect of Authorised Users to be added, promptly notify the Customer of the Login Details for each such Authorised User.
- 4.3 Notwithstanding the Customer's obligations under clause 4.1 above, the Customer must maintain a written, up-to-date list of current Authorised Users and provide such list to ERM within 7 days of ERM's request.
- 4.4 The Customer must: (a) only permit Authorised Users to access the Libryo Platform and the Libryo Content in accordance with these Libryo Terms including the Interactive Services Code of Conduct; (b) ensure that only Associated Persons are permitted to be Authorised Users; and (c) not allow any user subscription to be used by more than one individual Authorised User.
- 4.5 The Customer shall be responsible for any breach of the Agreement by any Authorised User and for any other acts or omissions of any Authorised User.

5. RESTRICTIONS ON USE; CUSTOMER OBLIGATIONS

- 5.1 Unless expressly permitted in this Agreement or permitted by any applicable law, the Customer must not, and shall ensure that the Authorised Users do not, do any of the following:
 - 5.1.1 sell, sublicense, distribute, rent, or otherwise make the Libryo Platform and/or the Libryo Content available to any third party except the Authorised Users;
 - 5.1.2 access the Libryo Platform and/or the Libryo Content for the purpose of developing a product or service that competes with the Libryo Platform or copy the features, technology or user interface of the Libryo Platform for any purpose;
 - 5.1.3 except for the Customer's internal business purposes, create any database of, or other store for, the Libryo Content that creates the ability for the Customer or any third party to access the Libryo Content or has the effect of permitting offline or other access to the Libryo Content without requiring the use of the Libryo Platform or other services provided by ERM;
 - 5.1.4 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-

perceivable from all or any part of the Libryo Platform;

- 5.1.5 gain, or attempt to gain, or assist third parties to obtain, unauthorised access to, or disrupt the integrity or performance of, the Libryo Platform and/or any of the Libryo Platform's underlying software or source code and/or the Libryo Content;
- 5.1.6 introduce any virus or vulnerability into the Libryo Platform or ERM's network and information systems; or
- 5.1.7 remove proprietary notices from any Libryo Content.
- 5.2 The Customer must ensure that any content or materials it or any Authorised User uploads to the Libryo Platform are in compliance with the Interactive Services Code of Conduct and that such content and materials: (a) comply with the Libryo Terms and any reasonable user terms notified to the Customer and/or any Authorised User by ERM from time to time; (b) do not infringe the rights of any third party; and (c) are not illegal or defamatory.
- 5.3 ERM may, without notice, disable access, on a temporary or permanent basis, to the Libryo Platform and/or any Libryo Content by the Customer and/or any of its Authorised Users if the Customer or any Authorised User breaches any of terms of the Agreement.
- 5.4 The Customer shall identify to ERM an administrative contact or representative as its Customer Representative to act as the primary contact for ERM and be responsible for keeping up-to-date the list of Authorised Users and sending notices pursuant to 4.1□.
- 5.5 The trademarks and service marks of ERM and its Affiliates, including ERM and the ERM logo, are owned by ERM or its licensors (or those of its Affiliates). The Customer may not use any of these marks without the express written consent of ERM.

6. ERM'S RIGHTS

- 6.1 Customer authorises ERM to use Other Content to perform ERM's obligations under this Agreement, including for the purposes of operating, improving and supporting Customer's use of the Libryo Platform.
- 6.2 If Customer provides ERM with feedback regarding improvements to the functionality or operation of any part of the Libryo Platform or Libryo Content, ERM shall be free to use such feedback without restriction or obligation to Customer.
- 6.3 Customer authorises ERM to use Anonymous Data for the purposes of: (a) creating De-identified Data and using the De-identified Data to improve and enhance the Libryo Platform; (b) developing new services, products and functionalities; and/or (c) benchmarking against services delivered to other customers.

7. ERM'S OBLIGATIONS

- 7.1 During the Subscription Term, ERM warrants that it shall use reasonable endeavours to:
 - 7.1.1 provide the Libryo Platform to the Customer materially in accordance with the Documentation;
 - 7.1.2 provide the Customer with Libryo Content that is accurate and relevant to the Contexts;
 - 7.1.3 make the Libryo Platform available to the Customer such that System Availability meets or exceeds the target of 99% measured on a calendar year basis.
- 7.2 ERM will take steps to correct a verified breach of the warranties in clause 7.1 when reported by Customer. If ERM does not correct the breach within 30 days of Customer's report, then Customer may terminate the Agreement on 10 Business Days' written notice, in which case ERM will refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. To receive these remedies, Customer must report the warranty breach in reasonable detail within 30 days after discovering it. The foregoing provisions are Customer's exclusive remedies and ERM's sole liability for breach of the warranties in clause 7.1.
- 7.3 ERM's obligations under clause 7.2 will not apply to the extent of any breach or non-conformance

which is caused by use of the Libryo Platform not in accordance with this Agreement, ERM's instructions or the Documentation.

7.4 ERM does not warrant that the Libryo Platform or the Libryo Content will: (a) meet the Customer's requirements; or (b) be available at all times or be free from interruptions or delays.

7.5 Where the Libryo Platform contains links to other websites and resources provided by third parties over which ERM has no control, these links are provided for the Customer's information only, at the Customer's sole risk and should not be interpreted as approval by ERM of those linked websites or information that may be obtained from them.

7.6 Except as expressly set out in these Libryo Terms, and only to the extent permitted by law, the Customer is solely responsible for (and ERM will have no liability in respect of) the results and information obtained from the Customer's use of the Libryo Platform and Libryo Content, including any conclusions drawn and decisions made or actions taken, based on the use of the Libryo Platform or the Libryo Content.

8. CUSTOMER SUPPORT; SCHEDULED DOWNTIME

8.1 If any defects arise in the Libryo Platform, ERM shall use reasonable endeavours to provide support during Business Hours in accordance with the following error support response targets and ERM's general business practices:

Severity Level	Description	Acknowledge receipt of communication of error	Resolve or provide a workaround to fix error
Severity 1	Fatal: Errors that result in the loss of all functionality.	one hour	12 hours
Severity 2	Severe Impact: Errors which disable major functions from being performed and therefore affect the normal operation of the Libryo Platform during Business Hours.	one hour	24 hours
Severity 3	Degraded Operations: Errors disabling only certain non-essential functions but do not affect the normal operation of the Libryo Platform during Business Hours.	three hours if given before midday UK time	48 hours
Severity 4	Minimal Impact: Intermittent Errors affecting use of certain non-essential functions of the Libryo Platform.	three hours if given before midday UK time	96 hours.

8.2 Subject to ERM's obligations in clause 7.1 above, ERM may update, amend, suspend, withdraw, discontinue or change all or any part of the Libryo Platform or the Libryo Content at any time and

without notice, provided that ERM will use reasonable endeavours to:

- 8.2.1 provide the Customer with at least 24 hours' notice of any Scheduled Downtime; and
- 8.2.2 arrange Scheduled Downtime so that it occurs during twelve (12) hour periods on a Saturday, Sunday or any public holiday in England (except where there is a material system incident, in which case Scheduled Downtime can occur at other times and ERM will use reasonable endeavours to notify the Customer as soon as reasonably practicable thereafter).
- 8.2.3 To the extent that the following is not caused by ERM, ERM shall not be responsible for any delays, access or delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities.

9. INDEMNITY

- 9.1 The Customer will indemnify the Indemnified Person and hold harmless the Indemnified Person from and against all losses suffered or incurred by the Indemnified Person arising out of or in connection with: (a) Client's unauthorized use of the Libryo Platform or Libryo Content; and (b) any third-party claim against ERM alleging that Other Content or the Indemnified Person's use of Other Content or any data uploaded by the Customer to the Libryo Platform, infringes that third-party's Intellectual Property Rights.
- 9.2 Subject to clauses 9.3, 9.4, 10.3 and 10.4, and subject always to the Customer's compliance with the Agreement, ERM undertakes at its own expense to defend the Customer or, at ERM's option, settle any claim by a third-party that the Customer's use of the Libryo Platform or Libryo Content (but not Other Content) infringes that third-party's Intellectual Property Rights and will be responsible for any reasonable damages, costs and expenses awarded against the Customer as a result of or in connection with any such claim.
- 9.3 In the defense or settlement of any claim, ERM may procure the right for the Customer to continue using the Libryo Platform and Libryo Content, replace or modify them so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 9.4 In no event shall ERM, its employees, agents and sub-contractors be liable to the Customer under clause 9.2 to the extent that the alleged infringement arises from: (a) a modification of the Libryo Content by anyone other than ERM or its authorized contractors; (b) the Customer's use of the Libryo Platform or Libryo Content in a manner contrary to the instructions given to the Customer by ERM; (c) the Customer's use of the Libryo Platform or Libryo Content after notice of the alleged or actual infringement from ERM or any appropriate authority; (d) Libryo Content obtained from any third party; or (e) the Customer's breach of the Agreement.
- 9.5 The foregoing states the Customer's sole and exclusive rights and remedies, and ERM's entire obligations and liability, for infringement of any Intellectual Property Rights.
- 9.6 If any third-party makes a claim as referred to in clause 9.1 or 9.3, the Party receiving the benefit of the indemnity (the "Indemnified Party") will: (a) as soon as reasonably practicable, give written notice of the claim to the Party giving the indemnity (the "Indemnifying Party"), specifying the nature of the claim in reasonable detail; and (b) not make an admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Indemnifying Party (such consent not to be unreasonably conditioned, withheld or delayed); (c) give the Indemnifying Party and its professional advisers prompt and reasonable access to any relevant documents and records within the Indemnified Party's power or control to examine and take copies of them for the purpose of assessing, defending and/or settling the claim; and (d) take such action as the Indemnifying Party may reasonably requested to avoid, dispute, compromise or defend the claim.

10. LIMITATION OF LIABILITY

- 10.1 ERM will have no liability for any losses caused by errors or omissions in any information, instructions or materials provided to ERM by the Customer in connection with the Customer's use of the Libryo Platform, or any actions taken by ERM at the Customer's direction.
- 10.2 Nothing in the Agreement will limit either Party's liability in respect of any claims: (a) for death or

personal injury caused by the negligence of such Party; (b) resulting from any fraud including fraudulent misrepresentation made by such Party; or (c) for which liability may not otherwise lawfully be limited or excluded.

- 10.3 Subject to clause 10.2 and otherwise to the maximum extent permitted by law, neither Party will be liable to the other Party (whether in contract, tort including negligence or otherwise) for any: (a) loss of profits or revenue (whether direct or indirect); (b) loss of opportunity or anticipated savings (whether direct or indirect); (c) loss of goodwill or reputation (whether direct or indirect); (d) loss or corruption of data (whether direct or indirect); or (e) punitive, special, indirect or consequential loss or damage, in each case suffered by that other Party.
- 10.4 Subject to clauses 10.2 and 10.3, ERM's maximum aggregate liability to the Customer in connection with its use of the Libryo Platform and Libryo Content (whether in contract, tort including negligence or otherwise) will not exceed two times the total amount of fees paid or payable by the Customer for the Libryo Platform in the 12 months immediately preceding the first incident giving rise to liability.

PART B

11. FEES AND PAYMENT

- 11.1 Unless otherwise set out in the ERM Services Agreement, ERM will invoice Customer: (a) the Setup Fee upon execution of the ERM Services Agreement; and (b) the Subscription Fee annually in advance on the first day of the Subscription Term and each anniversary thereof. Disbursements (if any) will be added to ERM's invoices as applicable.
- 11.2 The Customer will pay ERM's invoices in full within 30 days of the date of invoice.
- 11.3 If ERM has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of ERM: (a) ERM may, without liability to the Customer, disable the Customer's access to all or part of the Libryo Platform and/or Libryo Content and ERM will be under no obligation to provide any or all of the same while the invoice(s) concerned remain unpaid; and (b) interest will accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Barclays Bank plc (or any successor to such bank) in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 11.4 All amounts and fees stated or referred to in the Agreement: (a) will be payable in the currency set out in the ERM Services Agreement; (b) are non-cancellable and non-refundable (except as expressly provided in this Agreement); (c) are exclusive of value added tax or equivalent sales tax, which will be added to ERM's invoice at the appropriate rate (if applicable); and (d) are payable without any set-off, counterclaim or deduction.
- 11.5 If any deduction or withholding is required by law, the Customer will pay to ERM such additional sum as may be required in order that the net amount actually received and retained by ERM (after such deduction or withholding has been made) will be equal to the full amount that would have been received and retained by ERM had no such deduction or withholding been required to be made.
- 11.6 ERM may change the Subscription Fee by giving the Customer no less than forty-five (45) days prior written notice, provided that the Subscription Fee for the current year of the Subscription Term will not change until the expiration of that year.

12. DATA PROTECTION

- 12.1 The Customer acknowledges that the only personal data that ERM will process during the Subscription Term shall be the professional email addresses, names and usernames of the Authorized Users. The Customer agrees that ERM will process such personal data in accordance with the Data Processing Statement. The Customer agrees that the Data Processing Statement reflects the Parties' agreement with respect to the processing of personal data by ERM on the Customer's behalf and that the Customer shall not upload any other personal data to the Libryo

Platform (as Other Content or otherwise).

13. CONFIDENTIAL INFORMATION

- 13.1 Each Party may be given access to Confidential Information from the other Party to perform its obligations under the Agreement. A Party's Confidential Information will not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving Party; (b) was in the other Party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving Party by a third-party without restriction on disclosure; or (d) is independently developed by the receiving Party, which independent development can be shown by written evidence.
- 13.2 Subject to clause 13.3, each Party will hold the other Party's Confidential Information in confidence and not make the other Party's Confidential Information available to any third party or use the other Party's Confidential Information for any purpose other than to perform the Agreement.
- 13.3 A Party may disclose the other Party's Confidential Information to: (a) its Affiliates, employees, representatives and advisers who need to know such information for the purposes of exercising the Party's rights or the carrying out of its obligations in each case under or in connection with the Agreement, provided that each Party will procure that persons to whom it discloses the other Party's Confidential Information in accordance with this clause 13.3(a), comply with this clause 13; or (b) the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure; and (c) ERM may disclose the Customer's Confidential Information to a prospective purchaser of, or subscriber for, shares or other securities in ERM or a prospective investor or lender to ERM or any holding company of ERM provided that ERM will procure such person to whom it discloses Client's Confidential Information complies with this clause 13.
- 13.4 No Party will make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

14. TERM AND RENEWAL

- 14.1 Subject to earlier termination in accordance with the Agreement, the Agreement will commence on the Subscription Start Date and, unless otherwise provided in the ERM Services Agreement, will continue for: (a) the Initial Term; and (b) thereafter will automatically renew for successive periods of twelve (12) months (each a "**Renewal Term**"), unless either Party gives the other Party notice of termination of the Agreement, in writing, at least thirty (30) days before the end of the Subscription Year, in which case the Agreement will terminate on the expiry of that Subscription Year (the "**Term**").

15. TERMINATION

- 15.1 Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:
- 15.1.1 the other Party commits a material breach of the Agreement which is incapable of remedy or if such breach is capable of remedy, fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
- 15.1.2 the other Party becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or seeks protection under a bankruptcy, receivership, creditors' arrangement, composition or comparable proceeding.
- 15.2 ERM will be entitled (without prejudice to its other rights) to terminate the Agreement by written notice to the Customer if Client fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to

make such payment.

16. CONSEQUENCES OF TERMINATION OR EXPIRY

16.1 Except as required to exercise its rights under clause 16.2 below, upon termination or expiry of the Subscription Term, the Customer shall ensure that all Authorised Users immediately cease using their Login Details to access the Libryo Platform and the Libryo Content.

16.2 For a reasonable period following expiry or termination of the Subscription Term (but in any event no longer than fourteen (14) days), and subject to clause 5.1.3 above, the Customer shall be entitled to access the Libryo Platform to access the Libryo Content that the Customer has accessed and used prior to such expiration or termination for the sole purpose of extracting and storing elsewhere any advice, training, legal updates and other materials and communications (whether in hard copy or electronic form) for the Customer's internal record-keeping purposes and as may be reasonably required to comply with any law or regulation applicable to the Customer.

17. FORCE MAJEURE

17.1 ERM will have no liability to Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement or from carrying on its business, by a Force Majeure Event. If a Force Majeure Event occurs and ERM continues to be prevented or delayed in its performance of the Agreement for a period of 4 weeks or more, the Customer may terminate the Agreement by giving written notice to ERM.

18. VARIATION

18.1 No variation of the Agreement will be effective unless it is in writing and signed by the Parties (or their authorized representatives).

19. WAIVER

19.1 No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

20. SEVERANCE

20.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Agreement.

20.2 If any provision or part-provision of the Agreement is deemed deleted under clause 20.1 the Parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. PRIORITY

21.1 If there is any conflict or inconsistency between: (a) any provision of the ERM Services Agreement; and (b) these Libryo Terms and the Data Processing Statement, the ERM Services Agreement shall prevail.

22. ENTIRE AGREEMENT

22.1 The Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes any previous agreements or arrangements between them relating to the same. Each Party agrees that it has not entered into the Agreement in reliance on any representation, covenant, warranty or undertaking made or given by or on behalf of the other Party except as expressly set out in the Agreement.

23. ASSIGNMENT

23.1 The Customer will not, without the prior written consent of ERM, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the

Agreement. ERM may assign the Agreement (on notice to the Customer) in connection with ERM's merger, reorganization, acquisition or other transfer of its assets or voting securities.

24. NO PARTNERSHIP OR AGENCY

24.1 The Parties are independent contractors, not partners, joint venturers or agents.

25. THIRD PARTY RIGHTS

25.1 The Agreement does not confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

26. NOTICES

26.1 Any notice required to be given under the Agreement will be in writing to the other Party's registered address and will be deemed delivered: (i) upon receipt if given by hand; (ii) 5 days after posting by pre-paid first-class post; (iii) upon receipt by recorded delivery post; or (iv) upon delivery by reputable courier.

27. GOVERNING LAW AND JURISDICTION

27.1 This Agreement (including non-contractual disputes or claims) shall be construed and interpreted in accordance with English law and the Parties hereby accept the exclusive jurisdiction of the English courts.

SCHEDULE 1

LIBRYO PLATFORM INTERACTIVE SERVICES - CODE OF CONDUCT FOR USERS

These are the official guidelines for making use of or participating in any of the interactive services which feature on the Libryo Platform. If you are an Authorised User of any of the Libryo Platform, then these guidelines apply to you.

We created these guidelines both to enable and support your use of all of our interactive services and to reflect the best interests and reputation of the Libryo Platform. We think they're easy to understand, straightforward, and free of legalese or corporate mumbo-jumbo. We hope that you agree. By making use of any of our interactive services, you agree to this Code of Conduct.

THE MEANING OF INTERACTIVE SERVICES

"Interactive Services" means features such as Libryo Drive, and Libryo Tasks, which allow users to create Other Content and/or interactivity between users.

If you do not comply with this Code of Conduct, ERM may suspend or terminate your access to the Interactive Services.

WHAT YOU MUST DO

You must follow any applicable laws, regulations or market conventions.

Contact Libryo Customer success if you need any assistance.

We may amend this Code of Conduct from time to time. Every time you wish to use the Libryo Platform, please check this Code of Conduct to ensure you understand the terms that apply at that time.

WHAT YOU MUST NOT DO

You must not access, post, upload to, transmit, distribute, store, create or otherwise publish through the Libryo Platform any of the following:

- Any message, data, information, text, music, sound, photos, graphics, code or any other content or material which is unlawful, harmful, defamatory, insulting, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, discriminatory, racist, sexist, homophobic, inflammatory, fraudulent or otherwise objectionable or illegal or causes damage or injury to any person or property;
- Content that would constitute, encourage or provide instructions for a criminal offence;
- Content that may infringe any rights, including any intellectual or proprietary right of any party;
- Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, advertising, contests, solicitations or comments which repeatedly post the same or similar message (spam);
- Private information of any third party (including contact details);
- Viruses, corrupted data or other harmful, disruptive or destructive files, or any security breach or network risk;
- You must not encourage or undertake the following in relation to the Interactive Services:
 - chainmails, malicious software code or any bulky or disruptive attachments or graphics of a nature which may cause problems to other users;
 - use of a false name or details, misrepresent your role or who you work for or otherwise deceive Libryo or other users; or
 - sharing of your password or account.

We expect you to comply with the spirit as well as the letter of this Code of Conduct. We will determine, in our sole discretion, if your use of the Libryo Platform is not in accordance with this Code of Conduct.