## eBook License Agreement

Subscriber's access to and use of eBook(s) ("eBook(s)") on Thomson Reuters ProView ("ProView") app is subject to the terms and conditions of the agreement ("Agreement") below

## 1. License.

- **a. Grant.** West hereby grants Subscriber a worldwide non-exclusive, non-transferable, revocable, limited license to download to your mobile device and/or access online the eBook(s) via ProView. The eBook(s) consists of Westowned and/or licensed content on select topics. Subscriber is licensed to use content made available to Subscriber in the eBook(s) ("Content") solely in the regular course of legal and other research and related work. If West loses the right to offer any eBook Content, discontinues the Software, or is otherwise unable to offer eBook Content, West may terminate Subscriber's access to the eBook(s), including notes and annotations. At West's sole discretion and using commercially reasonable practices, West may provide the Content in another media format. West, at its sole discretion may update Subscriber to a more recent version of the eBook(s) if necessary to maintain access.
- **b. Updates.** License for eBooks that are not updated or for which Subscriber did not purchase a license for updates, includes continuing access to the eBook version ordered through Subscriber's West account. Online (browser based) access will be available for one year from the date access is made available. License for eBooks that are updated includes continuing access to the most current version of each edition of the eBook available during the term of Subscriber's license. Online access will remain available for one year following the end of the term.

## c. Permitted Use

Subscriber may:

- (i) use, browse, and search the Content;
- (ii) quote and excerpt from the Content by electronic cutting and pasting or other means into Subscriber's work product created in the regular course of its research and work ("Work Product");
- (iii) print and make copies of insubstantial portions of the Content ("Copied Content") for distribution to third parties.
- **d.** Limitations. Subscriber may not copy, download, print, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Content, or any portion of the Content, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) as permitted under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Content 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. Except as otherwise permitted in this Agreement, Subscriber shall not sell, license, sublicense or distribute Content (including printouts) to third parties or use Content as a component of or as a basis for any material offered for sale, license or distribution. License code(s) shall be used only by the Subscriber; sharing of license code(s) is STRICTLY PROHIBITED.
- **f. Rights in Content.** Except for the license granted in this Agreement, all right, title and interest in Content, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors") of Content.
- **Technical Requirements.** In order to view eBook offline, Subscriber will be required to use Proview. Internet access is required to access the eBook online and to synchronize notes and annotations.
- 3. <u>eBook Access</u>. Subscriber may create notes and annotations throughout the eBook which will be web hosted by West and will be accessible by Subscriber pursuant to the terms and conditions herein.
- 4. <u>Disclaimer of Warranties and Limitation of Liability.</u> PROVIEW, EBOOKS AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING,

BUT NOT LIMITED TO, THE WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. WEST AND CONTRIBUTORS SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO THIS AGREEMENT OR THEIR PERFORMANCE HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR NEGLIGENCE. IN NO EVENT SHALL WEST OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING TO SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM RESEARCH OR RELATED WORK OR TO PERFORM SUCH RESEARCH OR OTHER WORK PROPERLY OR COMPLETELY EVEN IF ASSISTED BY WEST NOR SHALL WEST OR CONTRIBUTORS BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Responsibility for Certain Matters. Subscriber shall be responsible for all access to and use of eBooks by means of Subscriber's equipment or Subscriber's license code, whether or not Subscriber has knowledge of or authorizes such access and use.