

# Legisway Essentials Service Terms and Conditions

Effective November 10, 2021

NOTICE: ACCESS OR USE OF THE LEGISWAY ESSENTIALS SERVICE IS SUBJECT TO YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE LEGISWAY ESSENTIALS SERVICE.

These Legisway Essentials Service Terms and Conditions (the “**Terms**” and, collectively with the Order Document (defined below), the “**Agreement**”) is made and entered into as of Effective Date between CCH Incorporated, a Wolters Kluwer company, having a place of business at 2700 Lake Cook Road, Riverwoods, Illinois 60015-3867 (“**CCH**”) and the subscribing individual, institution or organization (the “**Customer**”) that orders the Product as set forth on the Order Document.

## 1. Definitions

1.1 “**Affiliate**” means any other entity which, directly or indirectly, controls, is controlled by or is under common control with such entity, where control means the ability to direct the affairs of an entity through ownership of voting interest, contract rights or otherwise.

1.2 “**Confidential Information**” shall mean, with respect to a party hereto, all information or material that (i) is of a proprietary nature and the disclosing party identifies in writing as confidential; or (ii) from all the relevant circumstances should reasonably be understood to be confidential, proprietary, or generally not available to the public. Confidential Information of CCH includes, but is not limited to, the Product and the terms of the Agreement. Neither party shall have any obligation with respect to information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously received by the receiving party without restriction or received by the receiving party from a third party who had a lawful right without restriction to disclose such information; or (iii) is independently developed by the receiving party without reference to Confidential Information.

1.3 “**Documentation**” means the documentation provided by CCH with the Product at the time of access and any updates that CCH may, in its discretion, provide from time- to-time.

1.4 “**Editor**” means a Customer user of the Legisway Essentials Service that has broader functional access than Viewer Users to the Legisway Essentials Service and all functionality thereof which may include administration rights, such as user management and data deletion rights, and the ability to edit Customer’s content on the Legisway Essentials Service, as designated in the Legisway Essentials Service.

1.5 “**Editor Lite**” means a Customer user of the Legisway Essentials Service that has broader functional access than View Users to the Legisway Essentials Service but more restricted than that of an Editor User. For example, an Editor Lite user would have an ability to complete Customer templates stored in the Product to create new documents.

1.6 “**Legisway Essentials Service**” means the Legisway Essentials online software application product hosted by CCH or its licensors and made available for access and use by Customer, identified in and subject to an Order Document.

1.7 “**Effective Date**” means the earlier of (i) the date specified on the Order Document on which the subscription referenced in the Order Document commences, or (ii) the date the Customer first accesses the Product.

1.8 “**Order Document**” means an order form or agreement that Customer and CCH have entered into as of the Effective Date pursuant to which Customer has licensed the Product.

1.9 “**Product**” refers to the Legisway Essentials Service and any associated Documentation.

1.10 “**Support**” means CCH’s standard support terms that are applicable to the Product as may be updated from time to time by CCH.

1.11 “**Third Party Materials**” means software and data licensed or provided by third parties and contained in the Product. Certain Third Party Materials may only be available to Customer if ordered by Customer on the Order Document. Applicable third party license agreements and disclaimers, if any, will be provided with the Product.

1.12 “**User**” or “**Users**” refer to any or all, as applicable, Editor, Editor Lite or View User.

1.13 “**Viewer User**” means a Customer user of the Legisway Essentials Service that has limited, primarily read-only, access to the Legisway Essentials Service.

2. **Legisway Essentials Service License.** Subject to the terms and conditions of the Agreement and Customer’s payment of all relevant fees, CCH hereby grants to Customer a non- exclusive, non-transferable (except pursuant to Section 18.1), limited license to allow its Users to access and use the Product for Customer’s internal business purposes (including for the benefit of Customer’s Affiliates), subject to the maximum number of Users set forth on the Order Document, as applicable. The term of the foregoing license will be as set forth in the Order Document. Customer will only allow access to the Product by employees and independent contractors (but solely to the extent necessary for such independent contractors to provide services to Customer or its Affiliates), of Customer or its Affiliates. Customer shall be solely responsible for connection of Customer’s systems to a telecommunications service that provides Internet access for purposes of Customer’s access and use of the Legisway Essentials Service.

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## 3. Restrictions

**3.1 General.** Customer may only use the Legisway Essentials Service as described in the Agreement and the applicable Documentation. Customer shall ensure the Users comply with all applicable terms of the Agreement. Customer shall be responsible for the confidentiality and security of the password(s) or other authentication issued to Customer by CCH or created in the Product. Any breach of the Agreement by any User or other individual that Customer provides with access to the Product or otherwise allows to access the Product shall constitute a breach by Customer. Except as expressly authorized by the Agreement, Customer will not (and will not allow any third party to): (i) permit any third party to access and use the Product; (ii) decompile, disassemble, or reverse engineer the Product, except to the extent expressly authorized under the law; (iii) use the Product or any CCH Confidential Information to develop a competing product or service; (iv) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Product for the benefit of any third party; (v) use the Product, or allow the transfer, transmission, export, or re-export of the Product or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency; or (vi) remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Product (including any screen displays, etc.) or any other products or materials provided by CCH hereunder. Under no circumstances, shall CCH be liable or responsible for any use, or any results obtained by the use, of the Product in conjunction with any other software or third party products. All such use shall be at Customer's sole risk.

**3.2 Ownership.** The Product is licensed on a subscription basis, not sold. Except for the limited license granted in Section 2, CCH and its licensors reserve all right, title, and interest, express or implied, in and to the Product.

**4. Availability of Legisway Essentials Service.** The Legisway Essentials Service will be available for access and use by Customer an average of at least ninety-nine and nine-tenth of one percent (99.9%) of the time during each month during the term for such services (the "**Availability Requirement**"), excluding any period of Permitted Unavailability (as defined below). "**Permitted Unavailability**" includes Planned Outages (as defined below) and any unavailability due to causes beyond the reasonable control of CCH, including, without limitation: any software, hardware, or telecommunication failures; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failures; failures or default of third party software, vendors, or products; and unavailability resulting from the actions or inactions of Customer or a failure of Customer's communications link or systems. "**Planned Outages**" means the period of time during which CCH conducts standard systems maintenance. CCH shall use reasonable efforts to schedule Planned Outages during non-peak hours. In the event CCH fails to achieve the Availability Requirement, CCH shall use commercially reasonable efforts

to correct the interruption as promptly as practicable. In the event CCH fails to achieve the Availability Requirement in two consecutive months during the term of the Agreement, Customer may terminate the Agreement within thirty (30) days of the end of the second consecutive month, without further obligation and receive a prorated refund of any pre-paid, unused recurring fees. Such refund shall constitute Customer's sole and exclusive remedy and CCH's sole and exclusive liability for failure to achieve the Availability Requirement.

**5. Information Security.** Consistent with its then current practices and procedures, CCH will implement, maintain and enforce reasonable security practices and procedures with respect to its hosting of the Legisway Essentials Service and protection of any of Customer's Confidential Information that is input into, accessed through or maintained or stored in a database within the Product. Among other things, the security practices and procedures will be designed to provide technical and organizational safeguards to minimize accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Customer Data (as such term is defined in Section 6). CCH will make security assessments of the Product from time to time, and may update the Product and security procedures based on the results of such assessments. CCH will promptly report to Customer any breach in security of the Legisway Essentials Service that resulted in an unauthorized use or disclosure of unsecured Customer Data for which CCH becomes aware and CCH will reasonably cooperate with Customer in investigating the breach. CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT CCH DOES NOT AND CANNOT GUARANTEE THAT THE LEGISWAY ESSENTIALS SERVICE, CCH'S SYSTEMS, AND THE INFORMATION CONTAINED THEREIN (INCLUDING CONFIDENTIAL INFORMATION) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY CCH'S BREACH OF THIS SECTION, CCH SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. ADDITIONALLY, NOR SHALL ANY SUCH UNAUTHORIZED ACCESS CONSTITUTE A BREACH BY CCH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER

## 6. Customer Data.

**6.1 Customer Data Generally.** Except for the limited license below, nothing contained in the Agreement shall be construed as granting CCH any right, title, or interest in or to any Customer provided data or other content input into the Product (the "**Customer Data**"). Customer Data is Confidential Information of Customer. Customer grants CCH the right during the term of the Agreement to use the Customer Data solely in connection with performance under the Agreement. Customer warrants that it has obtained all rights, consents, and permissions necessary to input the Customer Data into the Legisway Essentials Service and to grant the foregoing right to CCH.

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**6.2 CCPA Processing.** For purposes of this Section 6.2, “**Business Purpose**”, “**Consumer**”, “**Personal Information**”, “**Sell**”, and “**Service Provider**” have the meanings given to such terms in the California Consumer Privacy Act of 2018 (Cal. Civil Code 1798.100 et seq.) and any regulations promulgated thereunder (“**CCPA**”). “**Customer Personal Information**” means Personal Information that CCH receives from or on behalf of Customer as part of the provision of the Legisway Essentials Service under this Agreement. If CCH is processing Personal Data within the scope of CCPA, the terms of this Section 6.2 will be applicable. In providing the Legisway Essentials Service CCH is and will be considered a Service Provider under CCPA. CCH will on behalf of Customer and in furtherance of one or more enumerated Business Purposes under CCPA, process Customer Personal Information in accordance with this Agreement. CCH may not retain, use, or disclose Customer Personal Information for any purpose other than for purposes of performing its obligations pursuant to this Agreement or as otherwise permitted under applicable law. CCH will not Sell Customer Personal Information. CCH will notify Customer if it receives a Consumer request regarding Customer Personal Information. CCH will provide reasonable assistance to Customer to meet its response obligations under CCPA in the event Customer cannot. As required by CCPA, CCH will comply with deletion and access requests for Customer Personal Information.

**6.3 EU Personal Data.** For purposes of this Agreement, if Customer inputs information into the Product, or otherwise provides information in connection with registering users or access Product-related services (such as customer service), that is subject to the EU Directive 95/46/EC of the European Parliament and of the Council dated 24th October 1995, including the General Data Protection Regulation 2016/679 and any subordinate legislation, then the terms of the Legisway Essentials Data Processing Addendum (which can be found at the following link [https://lrus.wolterskluwer.com/media/4269/legisway-essentials-data-processing-addendum\\_11102021f.pdf](https://lrus.wolterskluwer.com/media/4269/legisway-essentials-data-processing-addendum_11102021f.pdf)) will additionally apply to such information and be deemed a part of this Agreement. In respect thereto, Customer acknowledges and understands that Legisway Essentials is the data processor and Customer is the data controller.

**7. Support.** CCH shall provide Support for the Legisway Essentials Service. Support includes periodic releases, and upgrades and updates to the Legisway Essentials Service as may be made generally available by CCH to its customers for no additional charge from time to time. However, CCH reserves the right to charge separately for any new applications or new databases and/or functionality that are not generally released to CCH’s customers without charge. Any new or additional features and/or functions may be offered separately and may be subject to additional license fees, support or maintenance charges or other fees and costs in that instance subject to mutually agreeable terms.

**8. Training and Implementation Services.** Training and other onboarding services, if any, will be as set forth in the Order

Document. CCH will perform all training and other onboarding services in a professional and workmanlike manner. If the Order Document doesn’t specify the dates when such additional services will be provided, then such services will be provided on a mutually agreeable schedule. To the extent that the provision of such services are dependent on Customer completing certain tasks and Customer is delayed in completing such tasks, then the dates for the provision of such services will be adjusted.

**9. Term and Renewal.** The term of a subscription covered by an Order Document shall commence on the Effective Date and, subject to any earlier permitted termination in accordance with the Agreement, shall remain in effect until the expiration of the subscription term as set forth for such Product in the Order Document.

**10. Termination.** Either party may terminate subscription covered by an Order Document on written notice to the other party if the other party is in material breach of its obligations under this Agreement and fails to cure the breach within thirty (30) days of such written notice. In addition, either party may, in its sole discretion, elect to (i) terminate a subscription covered by an Order Document on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party, or (ii) terminate a subscription covered by an Order Document as and when permitted by and in accordance with Sections 4, 11, or 16 of these Terms. Upon any termination or expiration of the subscription covered by an Order Document, all licenses granted to the Product will automatically terminate and Customer shall have no further right to possess, access, or use the Product. If termination does not result from a breach of the Agreement by Customer, Customer shall have the limited right for thirty (30) days after such license termination to export or print Customer entered information from the Legisway Essentials Service and not to enter any new information into the Legisway Essentials Service or use it for any other purpose. Customer may, at its option, extend the foregoing thirty (30) day period for up to six (6) months at CCH’s then current transition services rates; all access to the Product during this period shall be read-only. After the six (6) month period following the effective date of any termination or expiration hereunder, CCH shall have the right to delete from the Legisway Essentials Service all Customer Data and any other Customer entered information. With respect to each subscription covered by an Order Document, the following Sections of these Terms shall survive any termination or expiration of such subscription: 1, 3, 6, 9, 10, 11 (to the extent of fees accrued prior to termination), 13, 15, 17, and 18, and the provisions of the Order Document which by the terms thereof survive. Notwithstanding any termination or expiration of a subscription covered by an Order Document, these Terms apply during any period in which Customer is provided with access to the Legisway Essentials Service.

**11. Fees and Payment.** Customer shall pay CCH the fees set

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forth in the Order Document. All invoices shall be paid by Customer in accordance with the terms set forth in the invoice. Payments not made within such time period shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. In the event an invoice remains unpaid for forty-five (45) or more days from the invoice due date, CCH may, in its discretion, terminate the Agreement and/or suspend access to Legisway Essentials Service in accordance with Section 12 below. Customer agrees to pay all court costs, fees, expenses and reasonable attorneys' fees incurred by CCH in collecting delinquent fees. All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of CCH) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Product and Support provided by CCH under the Agreement, shall be borne solely by Customer, unless Customer can evidence its tax exemption and shall not be considered a part of a deduction from or an offset against such fees. If Customer loses tax exempt status, it shall pay any taxes due as part of any renewal or payment. Customer shall promptly notify CCH if its tax status changes.

**12. Suspension of Access to Legisway Essentials Service.** CCH may, in its sole discretion, suspend Customer's access to the Legisway Essentials Service for any of the following reasons (i) to prevent damages to, or degradation of, the Legisway Essentials Service or CCH's systems; (ii) to comply with any law, regulation, court order, or other governmental request; (iii) to otherwise protect CCH from potential legal liability; or (iv) in the event an invoice remains unpaid for more than forty-five (45) or more days from the invoice due date. CCH shall use reasonable efforts to provide Customer with notice prior to or promptly following any suspension of access to the Legisway Essentials Service. CCH will restore access to the Legisway Essentials Service as soon as the event giving rise to suspension has been resolved. This Section shall not be construed as imposing any obligation or duty on CCH to monitor Customer's use of the Legisway Essentials Service or the data and other content uploaded by Customer to the Legisway Essentials Service.

## **13. Confidentiality.**

13.1 Each party's Confidential Information shall remain the sole and exclusive property of that party. Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to its respective businesses and that neither party would enter into the Agreement without assurance that the other party will take appropriate steps designed to preserve the confidentiality of such information and the value thereof as provided in this Section 13 and elsewhere in the Agreement. The foregoing and the other terms of this Section 13 are and will remain subject to the disclaimers set forth at the end of Sections 5 and 15. Accordingly, each party agrees as follows:

13.2 Each party (i) will treat as confidential and use measures that are reasonable, and at least as protective as those it uses to safeguard the confidentiality of its own Confidential Information (but in no event less than reasonable care), to preserve the confidentiality of any and all Confidential Information that it obtains from the other party and (ii) will use or, subject to the disclaimers in Sections 5 and 15, disclose such Confidential Information solely as permitted under the Agreement (including, without limitation, Section 13.3 below); and

13.3 Each party may disclose the other party's Confidential Information or provide access to the same to its responsible employees and independent contractors who reasonably need to know or access such information in connection with the fulfillment of its obligations hereunder and may make copies of Confidential Information only to the extent permitted or contemplated under or pursuant to the Agreement. Each party will ensure that its employees and independent contractors are bound by obligations of confidentiality prior to disclosing any Confidential Information of the other party to them.

13.4 Either party may also disclose Confidential Information of the other to the extent required by law or by order of court or governmental agency, provided, however that (except to the extent prohibited by such law or order), the receiving party will give the disclosing party prompt notice prior to such disclosure and will use reasonable efforts to cooperate with the disclosing party (at disclosing party's expense) if the disclosing party wishes to obtain a protective order or otherwise protect its rights and interests in and to such Confidential Information.

13.5 Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

**14. Limited Warranty.** CCH warrants to Customer that during the term of the Agreement, the Legisway Essentials Service shall operate in conformity with its Documentation in all material respects. Notwithstanding the foregoing, Customer's sole and exclusive remedy, and CCH's sole and exclusive liability, for a breach of the foregoing warranties shall be the provision of Support services, replacement of the Legisway Essentials Service, or a credit for the pre-paid portion of the applicable fee for the Legisway Essentials Service, as determined in CCH's sole discretion.

**15. Disclaimer of Warranties.** EXCEPT AS PROVIDED IN SECTION 14 (LIMITED WARRANTY), THE PRODUCT, SUPPORT, TRAINING, AND ANY OTHER SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. CCH AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED,

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INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. ALL THIRD PARTY MATERIALS ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND. CCH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY PRESENT OR FUTURE METHODOLOGY EMPLOYED IN ITS GATHERING OR REPRODUCING OF ANY MATERIAL IN THE PRODUCT, OR AS TO THE ACCURACY, CURRENCY OR COMPREHENSIVENESS OF THE SAME. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF THE PRODUCT IS AT CUSTOMER'S SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CCH OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF CCH'S OBLIGATIONS HEREUNDER. CCH IS NOT ENGAGED IN RENDERING LEGAL OR OTHER PROFESSIONAL SERVICE. IF LEGAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. CUSTOMER ASSUMES ALL RESPONSIBILITY WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OF THE PRODUCT. CUSTOMER AGREES THAT THE PRODUCT IS NOT INTENDED TO REPLACE CUSTOMER'S PROFESSIONAL SKILL AND JUDGMENT AND IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY OR OTHER PROFESSIONAL.

THE LEGISWAY ESSENTIALS SERVICE MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT CCH AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED THIRD PARTIES (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEB-SITES, COMPUTERS, OR NETWORKS. CCH SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH ACTIVITIES. ADDITIONALLY, NOR SHALL ANY SUCH ACTIVITIES CONSTITUTE A BREACH BY CCH OF ITS OBLIGATIONS OF CONFIDENTIALITY HEREUNDER.

16. **Indemnity.** CCH will indemnify and defend Customer from any claim, demand, action, proceeding, judgment, or liability arising out of a claim by a third-party that Customer's use of the Product in conformance with the terms of the Agreement infringes a United States patent issued as of the Effective Date or a copyright of that third party. The foregoing indemnification obligation of CCH is contingent upon Customer promptly notifying CCH in writing of such claim, permitting CCH sole authority to control the defense or settlement of such claim, and providing CCH reasonable

assistance in connection therewith. If a claim of infringement under this Section 16 occurs, or if CCH determines a claim is likely to occur, CCH will have the right, in its sole discretion, to either: (i) procure for Customer the right or license to continue to use the Product free of the infringement claim; or (ii) modify the Product to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to CCH, CCH may, in its sole discretion, immediately terminate the Agreement and return the prorated portion of any prepaid, unused fees for future use of the infringing Product. Notwithstanding the foregoing, CCH shall have no obligation with respect to any claim of infringement that is based upon or arises out of (the "**Excluded Claims**"): (i) the use or combination of the Product with any hardware, software, products, data or other materials not provided by CCH; (ii) modification or alteration of the Product by anyone other than CCH; (iii) Customer's use of the Product in excess of the rights granted in the Agreement; (iv) any Third Party Materials; or (v) a business method or process that is inherent to Customer's business. The provisions of this Section 16 state the sole and exclusive obligations and liability of CCH and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Product and/or the Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

17. **Limitation of Liability and Damages.** NEITHER CCH NOR ITS VENDORS AND LICENSORS SHALL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE PRODUCT, AND ANY SERVICES RENDERED HEREUNDER. EXCLUDING CCH'S OBLIGATIONS TO INDEMNIFY CUSTOMER FOR INTELLECTUAL PROPERTY INFRINGEMENT AS PROVIDED IN SECTION 16 OR CCH'S WILFULL MISCONDUCT, THE TOTAL LIABILITY OF CCH AND ITS VENDORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE PRODUCT, AND ANY SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. The allocations of liability in this Section 17 represent the agreed, bargained-for understanding of the parties and CCH's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in the Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in the Agreement fails of its essential purpose.

18. **General Provisions.**

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18.1 Assignment. Customer may not assign the Agreement without CCH's prior written authorization, which shall not be unreasonably withheld. Any such permitted assignment, however, shall not increase the scope (including any material change in the size of Customer's organization) of the license granted hereunder without payment of CCH's then current fees for any increased scope. Any delegation or assignment in violation of the foregoing provisions shall be void and deemed a material breach of the Agreement. The Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

18.2 Amendment and Waiver. The Agreement may not be modified or amended except by a writing signed by both parties which explicitly states that it is an amendment with specific reference to this Section and the Agreement section which it is amending. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

18.3 Governing Law. The Agreement will be governed by, and construed and interpreted according to, the substantive laws of the State of New York. The parties agree that all actions or proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a party elects to file an action in federal court) located in New York, New York. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, the Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

18.4 Severability. In the event that any provision of the Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision which most closely reflects the intent of the parties with respect thereto and the remainder of the Agreement shall continue in full force and effect; provided, however, that if the severing and striking of such provision results in a material alteration of the Agreement not able to be appropriately addressed through a replacement provision as contemplated above, the remaining provisions of the Agreement shall be adjusted equitably so that no party benefits disproportionately.

18.5 Entire Agreement; Purpose and Effect of Agreement. The Agreement, including these Terms and the Order Document, and any other exhibits and attachments thereto, constitutes the entire agreement between the parties regarding its subject matter and

supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein. No other terms and conditions or agreements, including any terms and conditions contained on Customer's purchase orders ("**Additional Terms**") shall be binding on CCH. All such Additional Terms shall be of no force or effect and shall be deemed rejected by CCH in their entirety. In the event of a conflict between the body of the Agreement and any Order Document, exhibit, or other attachment, the Agreement shall govern, unless the Order Document explicitly states that it is superseding the Agreement with specific reference to this Section and the Agreement section which it is superseding.

18.6 Notices. Any notice required or permitted to be given by either party under the Agreement will be made in writing and will be deemed to have been received three (3) business days after being sent by certified or registered mail, return receipt requested, upon delivery by hand, by facsimile (followed by delivery via regular mail of a hard copy thereof within three (3) business days of such facsimile) or via Federal Express, or an equivalent reputable courier service, expense prepaid, addressed to the party as set forth below or to such other address as a party may designate in writing to the other party.

As to CCH:

CCH Incorporated  
2700 Lake Cook Rd.  
Riverwoods, IL 60015  
Attention: Senior Vice President & General Manager,  
Wolters Kluwer Legal & Regulatory Solutions U.S.

With a copy to:

Wolters Kluwer  
28 Liberty St., 26<sup>th</sup> Floor  
New York, NY 10005-1400  
Attention: Executive VP and General Counsel

As to Customer: The address specified on the Order Documents.

18.7 Relationship of Parties. The parties to the Agreement are independent contractors; there is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

18.8 Force Majeure. If either party is prevented from performing any of its obligations under the Agreement due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, hardware failure, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, or hackers (a "**force majeure event**"), time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence without liability to the other party; provided, however, that Customer will not be

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excused from the payment of any sums of money owed by Customer to CCH. In addition, neither party will have the right to claim damages or to terminate the Agreement as a result of a force majeure event.

18.9 Limitation on Time to Bring Suit. Any suit, cause of action, claim or demand which either party has against the other party for breach of any provision of the Agreement, or for failure to meet any obligation or indemnity provided in the Agreement, or otherwise arising under the Agreement, must be brought no later than one (1) year from the date it becomes known or should have been known by the asserting party.

18.10 No Third Party Beneficiaries. Except for CCH's suppliers and licensors, the Agreement shall not be construed to make any other person or entity a third party beneficiary hereof.

18.11 Government Restricted Rights. The Product is provided with Restricted Rights. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Software Restricted Rights at FAR clause 52.227-19 or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 et seq. or its successor. The Product is proprietary data, all rights of which are reserved under the copyright laws of the United States.

18.12 Third Party Products Acquired by Customer. Customer understands that the Legisway Essentials Service may from time to time offer integrations with products or services that Customer acquires directly from third parties ("**Third Party Products**"). These integrations may be accomplished via application programmer interfaces or other technological means provided by such third parties. All integrations with the Third Party Products are Third Party Materials under this Agreement. CCH does not review the Third Party Products and does not control and is not responsible for the Third Party Products or any information (including Customer Data) that Customer chooses to share with or otherwise transmit to such third parties. CCH does not endorse or make any representations about the Third Party Products. Customer is solely responsible for its acquisition of the Third Party Products, including establishing any necessary terms for Customer's use of such Third Party Products in conformance with applicable laws.

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Prior Versions of Legisway Essentials Service Terms and Conditions:

[5/24/2018 through 3/1/2020](#)

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[3/2/2020 through 11/9/2021](#)

[https://lrus.wolterskluwer.com/media/4271/legisway-essentials-online-terms-us\\_03022020f.pdf](https://lrus.wolterskluwer.com/media/4271/legisway-essentials-online-terms-us_03022020f.pdf)