

# Lexis Affinity/PEXA Integration Supply Agreement

## Order Form

1. In this Information Services Supply Agreement Order Form ("Order Form"):
  - (a) "Customer" means the Customer named in the Lexis Affinity End User Contract or the Affinity Connect Licence Agreement.
  - (b) "Lexis Affinity Contract" means the Lexis Affinity End User Contract or the Affinity Connect Licence Agreement entered into between the Customer and LexisNexis for the provision of Lexis® Affinity or Affinity Connect.
  - (c) "eSettlements Provider" means Property Settlement Platform Provider.
  - (d) "Service" means the integration service provided by LexisNexis to the Customer under this Agreement.
2. This Order Form once accepted by LexisNexis in accordance with paragraph 3 below, together with the Lexis Affinity Contract including all schedules, annexures and exhibits attached or incorporated into this Agreement by reference, contain the entire agreement ("Agreement") between LexisNexis and the Customer in respect of the Services. This Order Form shall take precedence over the Lexis Affinity Contract to the extent of any inconsistency and for the purposes of providing the Service.
3. The Customer acknowledges that access to the Service:
  - (i) is subject to hours of access and service availability from eSettlements Provider;
  - (ii) may be limited from time to time due to circumstances outside LexisNexis' control, for which LexisNexis shall not be in any way liable to Customer; and
  - (iii) is subject to LexisNexis maintaining an agreement with the eSettlements Provider.
4. Customer represents and warrants that it has appropriate rights and authorisations to provide to LexisNexis the tools, data, software, documentation or other artifacts provided by Customer for the purpose of LexisNexis providing the Service.
5. To the maximum extent permitted by law, LexisNexis excludes all other conditions, warranties, guarantees or representations, express or implied, by statute, trade or otherwise. Nothing herein entitles Customer to any updates, support, upgrades or enhancements to the Service unless expressly agreed to in writing.
6. Except to the extent permitted by law, LexisNexis shall not be liable to the Customer or any third party for:
  - (i) any loss or damage caused whatsoever from the provision of Services; or
  - (ii) any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, legal fees, loss of profits, contracts, business, revenue, goodwill or anticipated savings) in any way due to, resulting from, or arising in connection with the Services.
7. LexisNexis may immediately terminate this Agreement if Customer breaches the Agreement and fails to remedy the breach within 14 days after receiving written notice to do so.
8. Where required by the eSettlements Provider LexisNexis may change these terms and conditions immediately upon notice to the Customer.
9. Save in the event of breach or insolvency, this Agreement shall continue until otherwise terminated by either party in accordance with its terms.
10. Either party may terminate this Agreement on 30 days written notice.