

version of the Legal Research Service, you will cease use of (uninstall the software) and destroy, or if applicable return to us, the previous or outdated Distributed Media.

4.0 LIMITED WARRANTIES; DISCLAIMER.

4.1 Limited Warranty Regarding the Legal Research Service. We represent and warrant to you that we have the right and authority to make the Legal Research Service available to you under the terms of this Master Agreement.

4.2 Remedy for Breach of General Limited Warranty: Defense of Claims. If there is a breach of warranty under Section 4.1, we will, as our sole obligation and your exclusive remedy, defend and, at our option, settle or pay the cost of any damages awarded in any action or proceeding of any kind or description based on a third party's claim of patent, trademark, service mark, copyright, or trade secret infringement, related to your use of the Legal Research Service (excluding any decisions or advice made or given as a result of the use of or reliance on the Materials) asserted against you by that third party if: (i) all use of the Legal Research Service was in accordance with this Master Agreement; (ii) the claim, cause of action, or infringement was not caused by you; (iii) we are given prompt notice of any such claim; (iv) we have the right to solely control and direct the investigation, defense, and settlement of each such claim; and (v) you, at our expense, reasonably cooperate with us in connection with the foregoing.

If the Legal Research Service or the use of it becomes, or in our opinion is likely to become, the subject of a claim of infringement, you will permit us, at our option and expense, either (i) to procure for you the right to continue using the Legal Research Service, (ii) to replace or modify it so that it becomes non-infringing; or (iii) to terminate your use of the Legal Research Service on notice to you and grant you a pro-rata refund (based on the remaining term of your subscription, if applicable, or otherwise on a three year straight-line depreciation basis) or credit (whichever is applicable) for any pre-paid fees or fixed charges.

4.3 Limited Warranty Regarding Distributed Media. For twelve months after the date a unit of Distributed Media is shipped to you ("Warranty Period"), we warrant that the Distributed Media will be free of manufacturing defects and will enable you to access and use the Legal Research Service on compatible equipment and a compatible operating system.

4.4 Remedy for Breach of Limited Warranty: Replacement of Distributed Media. If there is a breach of warranty under Section 4.3, our sole obligation and your exclusive remedy is for us to replace the Distributed Media, if you have given us written notice of the deficiency and have returned the defective Distributed Media to us within the Warranty Period.

4.5 Limited Warranty Regarding Use of the Legal Research Service and Distributed Media. You hereby represent and warrant that all use of the Legal Research Service and Distributed Media will comply with the terms and conditions set forth herein and all federal, state and local laws, statutes, rules and regulations.