

**5.3 LIABILITY AND REMEDY LIMITATION.** The aggregate liability of us and all Related Parties and Suppliers for any claim arising out of or in connection with these terms and conditions or the use of the Legal Research Service or Materials will be limited as follows:

- 5.3.1 for a breach of warranty claim under Section 4.1, the remedy set forth in Section 4.2;
- 5.3.2 for a breach of warranty claim under Section 4.3, the remedy set forth in Section 4.4;
- 5.3.3 for any claims for which a remedy is not specified, the amount of fees you paid for the Legal Research Service that is the subject of the claim during the 12 month period immediately preceding the date the cause of action arose; and,
- 5.3.4 if (a) a limited remedy fails of its essential purpose or is otherwise found to be unenforceable or (b) any disclaimer of warranty or liability or limitation of liability is found to be unenforceable, the amount of fees you paid for the Legal Research Service that is the subject of the claim during the 12 month period immediately preceding the date the cause of action arose.

Your right to the specified remedy or, if applicable, monetary damages as set forth in this Section 5.3 is in lieu of all other remedies which you may have against us, any Related Party, or Supplier.

**6.0 CHANGES TO THE AGREEMENT.** We may amend the Agreement from time to time. Changes to charges and payment terms are effective 30 days after written notice to you; all other changes are effective immediately on written to you. You may terminate the Agreement immediately on written notice to us if any such change is unacceptable to you. Your continued use of the Legal Research Service after notice to you of a change will constitute your acceptance of the change.

**7.0 COPYRIGHT.** Notwithstanding any copyright notices to the contrary, no copyright is claimed in the text of statutes, regulations, or court opinions quoted or reproduced in the Materials.

**8.0 PROFESSIONAL RESPONSIBILITY.** The LexisNexis Companies are not engaged in the practice of law. The Legal Research Service does not constitute or contain legal advice and is not intended to be a substitute for the exercise of your professional judgment.

**9.0 MISCELLANEOUS.**

**9.1 Term; Termination.** We may suspend or discontinue providing the Legal Research Service to you without notice and pursue any other remedy legally available to us if we have reason to believe that you have failed to comply with any of your obligations under the Agreement. Except as otherwise provided in the Agreement, in that event you will not be entitled to a refund of any fee paid or any credit on amounts invoiced.