# LexisNexis Specification and Order Form Specification Number: 00011917

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| Customer Code: | CUS-020709 | Practice: | The Fold Legal Pty Ltd |
|  |  |  |  |
| Address: | The Fold Legal Level 4, 16 O'Connell Street Sydney NSW 2000 | | |

1. Summary of Software and/or Services to be Provided under this Order

Consulting services, on a fixed fee basis, to upgrade your Lexis Affinity from version 6.2 to version 8.0, as described in the attached Statement of Works. As requested these services will be scheduled outside business hours and performed remotely.

**Please note:**

* Business hours are: Monday – Friday, 08:30 – 17:30
* Outside business hours are: Monday – Friday, 17:30 – 23:00

Your services must commence and be completed within the relevant hours noted above. Our Consultant will confirm the hours of work with you.

1. Type of Order
   1. Fixed fee.
   2. All pricing has been provided based on all Services being delivered within three (3) months from the date of this agreement but this is subject to change under a Change Control Procedure.
   3. LexisNexis orders are subject to acceptance by two LexisNexis Managers. LexisNexis orders are payable before delivery. Full payment is required with the signed specification and order form Freight, travel, media and out of pocket expenses are the responsibility of the client and will be billed separately.
   4. All systems, software and services are provided in accordance with the conditions set out in the Lexis Care Service Arrangements for users of Locus Practice Management system or the End User Contract for users of Lexis Affinity, Visualfiles for Legal Counsel, LAWbase or PCLaw, a copy of which has been provided to The Fold Legal Pty Ltd and is available from the Lexis Care Service Centre Web Site. By signing this specification and order form, the client acknowledges receipt and acceptance of the terms and conditions of the aforementioned documents.
2. Resources and Backup

The following resources are required to ensure that the LexisNexis Solution Specialist can complete the agreed scope of work in a timely manner…

* A suitable workstation and supervised network access within your offices, set up prior to the consultants visit.
* A staff member of The Fold Legal Pty Ltd who possesses knowledge of the scope of work to be addressed and has documented the requirements and collected all samples in preparation of this order, and who has the authority to sign-off on the work and/or authorise payment.
* Before LexisNexis Staff commence any work on your system, The Fold Legal Pty Ltd must ensure that the Technical Staff of the practice have performed a complete backup of all software, data, documentation and other valuable information. The Fold Legal Pty Ltd must also ensure that the backup and restore processes have been tested to ensure that the system can be completely and quickly restored in the event of a hardware failure or other disaster conditions, regardless of the cause. LexisNexis takes no responsibility for being able to restore the client’s systems to their original operating state as it existed prior to the commencement of work or the costs associated with doing so.

1. Cancellation
   1. All work is scheduled by agreement and signed off by the client. Cancellation of scheduled consulting work by the client on less than fourteen (14) working days’ notice will incur a 100% fee if LexisNexis cannot re‑assign the staff involved to other client assignments. Changes to the Implementation Plan may require additional Project Management and/or consulting time related to rescheduling staff and producing a new Project Plan.

**Fees Payable with Order: $2,000.00 (exclusive of GST).**

1. LexisNexis Representative: Leonie Johansen Date: 4 January 2018

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| 1. The above/attached description of work is ordered by The Fold Legal Pty Ltd in accordance with conditions in the End User Contract for users of Lexis Affinity a copy of which is available from the Lexis Care Service Centre. | | | | | | |
| * 1. **CLIENT REPRESENTATIVE TO SIGN HERE** | | | | |  |  |
| Signed for the client by: | ……………………………………………… | | | | Date: | ………………….. |
|  | |  | | | | |
| Staff Member’s Name: | Jenny Platt | | Title: |  | | |
|  | | | | | | |
| LEXISNEXIS STAFF TO COMPLETE THIS SECTION  1. Order Accepted by LexisNexis® ABN 70 001 002 357 | | | | | | |

Manager 1: Date:

Manager 2: Date:

# Attachment “A” Specification Number: 00011917

**Statement of Works**

**Prerequisites for all upgrade services:**

* The Client must have current dumps and backups of the existing data
* The Client must ensure that Affinity Data has been successfully System Checked prior to the Upgrade.

**LexisNexis will provide the following services:**

* Ensure all technical environment pre-requisites are met
* Scheduling to ensure your Network Administrator is available.
* Project Management
* Backup current data
* Upgrade Lexis Affinity to the latest version
* System Check data
* Confirm Affinity is operational on two workstations
* Train your Network Administrator on how to upgrade the remaining workstations
* Confirm backup arrangements with your Network Administrator

**Client’s responsibilities in respect of the Affinity upgrade:**

* Ensure that all prerequisites have been met.
* Ensure your Network Administrator is available to access your network during the upgrade.
* You must ensure that staff is available and able to perform user acceptance testing.
  1. This could be delegated to the Network Administrator.
* Your Network Administrator must be available to complete the workstation set up.
  1. Instructions on how to complete the Affinity workstation set up are available on your Affinity installation DVD.
  2. LexisNexis will provide assistance to your Network Administrator for one or two workstations if they are not familiar with the process.