



**FULLY EXECUTED - CHANGE 3**

Contract Number: 4400015897

Original Contract Effective Date: 07/08/2016

Valid From: 10/01/2016 To: 12/31/2021

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Walters Corinna

Phone: 717-346-7097

Fax: 717-346-3820

Your SAP Vendor Number with us: 166416

**Supplier Name/Address:**

RELX INC  
LEXISNEXIS A DIVISION OF RELX INC  
9443 SPRINGBORO PIKE  
MIAMISBURG OH 45342-4425 US

Supplier Phone Number: 800-227-9597

Supplier Fax Number: 937-247-3504

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

**Contract Name:**

ONLINE LEGAL RESEARCH

**Payment Terms**

NET 30

Solicitation No.: 6100037179

Issuance Date: 05/11/2016

Supplier Bid or Proposal No. (if applicable): 6500102596

Solicitation Submission Date: 06/16/2016

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Optional Legal Products and Services	0.000		0.00	1	0.00
2	Online Legal Research	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 3**  
Contract Number: 4400015897  
Original Contract Effective Date: 07/08/2016  
Valid From: 10/01/2016 To: 12/31/2021

**Supplier Name:**  
RELX INC  
LEXISNEXIS A DIVISION OF RELX INC

**Header Text**

07/30/2021 - Contract has been extended for 90 days in accordance with the terms and conditions of this contract. New termination date is 12/31/2021. cw

This contract is with RELX Inc. See attached Subscriber Agreements for information on packages.

Contact:

Dennis Brown  
937-247-3400  
Dennis.Brown@lexisnexis.com

For Contract Management issues contact:

Corey Walters  
cowalters@pa.gov  
717-346-7097

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 2**  
Contract Number: 4400015897  
Original Contract Effective Date: 07/08/2016  
Valid From: 10/01/2016 To: 09/30/2021

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Walters Corinna  
Phone: 717-346-7097  
Fax: 717-346-3820

Your SAP Vendor Number with us: 166416

**Supplier Name/Address:**  
RELX INC  
LEXISNEXIS A DIVISION OF RELX INC  
9443 SPRINGBORO PIKE  
MIAMISBURG OH 45342-4425 US

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

Supplier Phone Number: 800-227-9597  
Supplier Fax Number: 937-247-3504

**Contract Name:**  
ONLINE LEGAL RESEARCH

**Payment Terms**  
NET 30

Solicitation No.: 6100037179

Issuance Date: 05/11/2016

Supplier Bid or Proposal No. (if applicable): 6500102596

Solicitation Submission Date: 06/16/2016

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Optional Legal Products and Services	0.000		0.00	1	0.00
2	Online Legal Research	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 2**  
Contract Number: 4400015897  
Original Contract Effective Date: 07/08/2016  
Valid From: 10/01/2016 To: 09/30/2021

**Supplier Name:**  
RELX INC  
LEXISNEXIS A DIVISION OF RELX INC

**Header Text**

This contract is with RELX Inc. See attached Subscriber Agreements for information on packages.

Contact:

Dennis Brown  
937-247-3400  
Dennis.Brown@lexisnexis.com

For Contract Management issues contact:

Corey Walters  
cowalters@pa.gov  
717-346-7097

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400015897  
Original Contract Effective Date: 07/08/2016  
Valid From: 10/01/2016 To: 09/30/2020

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 166416

**Purchasing Agent**

Name: BarthTaylor Cheryl  
Phone: 717-703-2934  
Fax: 717-783-6241

**Supplier Name/Address:**

RELX INC  
LEXISNEXIS A DIVISION OF RELX INC  
9443 SPRINGBORO PIKE  
MIAMISBURG OH 45342-4425 US

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

Supplier Phone Number: 800-227-9597

Supplier Fax Number: 937-247-3504

**Contract Name:**

ONLINE LEGAL RESEARCH

**Payment Terms**

NET 30

Solicitation No.: 6100037179

Issuance Date: 05/11/2016

Supplier Bid or Proposal No. (if applicable): 6500102596

Solicitation Submission Date: 06/16/2016

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Optional Legal Products and Services	0.000		0.00	1	0.00
2	Online Legal Research	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400015897  
Original Contract Effective Date: 07/08/2016  
Valid From: 10/01/2016 To: 09/30/2020

**Supplier Name:**  
RELX INC  
LEXISNEXIS A DIVISION OF RELX INC

**Header Text**

This contract is with RELX Inc. See attached Subscriber Agreements for information on packages.

Contact:

Dennis Brown  
937-247-3400  
Dennis.Brown@lexisnexis.com

For Contract Management issues contact:

Cheryl Barth-Taylor  
cbarthaty@pa.gov  
717-703-2934

No further information for this Contract

**Information:**



**FULLY EXECUTED**  
**Contract Number: 4400015897**  
Contract Effective Date: 07/08/2016  
Valid From: 10/01/2016 To: 09/30/2019

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**  
**Name: Barth Cheryl**  
**Phone: 717-703-2934**  
**Fax: 717-783-6241**

Your SAP Vendor Number with us: 166416

**Supplier Name/Address:**  
RELX INC  
LEXISNEXIS A DIVISION OF RELX INC  
9443 SPRINGBORO PIKE  
MIAMISBURG OH 45342-4425 US

**Please Deliver To:**  
  
To be determined at  
the time of the Purchase Order  
unless specified below.

**Supplier Phone Number:** 800-227-9597  
**Supplier Fax Number:** 937-247-3504

**Contract Name:**  
ONLINE LEGAL RESEARCH

**Payment Terms**  
NET 30

Solicitation No.: 6100037179 Issuance Date: 05/11/2016  
Supplier Bid or Proposal No. (if applicable): 6500102596 Solicitation Submission Date: 06/16/2016

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Optional Legal Products and Services	0.000		0.00	1	0.00

-----  
**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED**  
**Contract Number: 4400015897**  
Contract Effective Date: 07/08/2016  
Valid From: 10/01/2016 To: 09/30/2019

**Supplier Name:**  
RELX INC  
LEXISNEXIS A DIVISION OF RELX INC

**Header Text**

This contract is with RELX Inc. See attached Subscriber Agreements for information on packages.

Contact:

Dennis Brown  
937-247-3400  
Dennis.Brown@lexisnexis.com

For Contract Management issues contact:

Cheryl Barth-Taylor  
cbarthaty@pa.gov  
717-703-2934

No further information for this Contract

**Information:**



**USE THIS SHEET FOR INFORMATION ON PROPER  
COMPLETION OF THE PA ACCOUNT CHANGE FORM**

FILL IN THE FOLLOWING FIELDS:

1. SUPPLIER NAME.

2. CONTACT REPRESENTATIVE NAME WHO WILL RECEIVE THE PA ACCOUNT CHANGE FORM.

3. EMAIL ADDRESS FOR THE ABOVE PERSON(S)

4. FAX NUMBER FOR THE ABOVE PERSON(S)

## ONLINE LEGAL SERVICES PA ACCOUNT CHANGE FORM

Date: \_\_\_\_\_  
 Agency Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_  
 Effective Date of Change: \_\_\_\_\_

### USER ID CHANGE

User Name	ID#	Add to Account #	Delete from Account #

### PURCHASE ORDER CHANGE

User Name	ID#	Add to Account #	Delete from Account #

**PLEASE FAX OR E-MAIL THE ABOVE FORM ALONG WITH A COPY OF THE APPROVED PO TO:**

**Supplier's Name**

Representative Name: Dennis Brown  
 Email: Dennis.Brown@lexisnexis.com  
 Fax: \_\_\_\_\_

\* ACCOUNT CHANGES MUST BE RECEIVED BY THE SUPPLIER BEFORE THE 15TH OF THE CURRENT MONTH FOR ANY CHANGES TO THE FOLLOWING MONTHS SERVICE.

**USE THIS SHEET FOR INFORMATION ON PROPER  
COMPLETION OF THE BID ITEM SHEET**

1. Enter Supplier Name

2. Fill-in all applicable columns

3. Bidder MUST submit pricing for at least one Online Legal Monthly Plans (Tab 1 of the workbook).

Failure to submit pricing under Tab 1 may be cause for bid rejection

4. Bidders may also provide pricing for additional products and services, or to present additional pricing models and content sets on Tab 2 of the workbook (Optional Products and Services)

## Bid Item Sheet 1

### Online Legal Monthly Plans

SUPPLIER NAME: LexisNexis, a division of RELX Inc.

You may bid as many, or as few, line items as you wish. DGS expects each supplier will provide more favorable pricing for subscriptions to a combination of services than for an individual service subscription

Service Level Category	Supplier Product ID	Description of Service	Price Per Unit	Unit	Available for Non-Executive Agency Commonwealth Purchase?
Basic Legal Service - PA Only No Public Records (PA Federal Cases Included)		Please see the "Lexis Advance" section in the attached "Product Information and Pricing" document.	\$35 per user	Month	Yes
Basic Legal Service - PA Only With PA-Only Public Records (PA Federal Cases included)		Please see the "Lexis Advance" section in the attached "Product Information and Pricing" document.	\$46 per user	Month	Yes
Comprehensive Legal Service No Public Records (PA and National Cases Included)		Please see the "Lexis Advance" section in the attached "Product Information and Pricing" document.	\$55 per user	Month	Yes
Comprehensive Legal Service with National Public Records (PA and National Cases included)		Please see the "Lexis Advance" section in the attached "Product Information and Pricing" document.	\$65 per user	Month	Yes
Public Records - PA Only - No Legal Service		Please see the "Lexis Advance" section in the attached "Product Information and Pricing" document.	\$25 per user	Month	Yes
Public Records - PA and National Cases - No Legal Service		Please see the "Lexis Advance" section in the attached "Product Information and Pricing" document.	\$40 per user	Month	Yes

**Bid item Sheet 2**  
**Optional Products and Services**

Supplier Name: LexisNexis, a division of RELX Inc.

You may list as many, or as few, additional products, services, etc. as needed. Any additional Product Information Sheets for services listed under this category can be submitted as a separate attachment with the bid and named accordingly so that matching up the Product Information Sheet and Pricing can be easily done. If a price of "0.00" is entered, the supplier must provide an explanation as to why there is no cost for the item or explain how pricing is determined at the time of purchase.

Additional Products, Services, or Incentives <i>(Please specify Each service below along with Pricing)*</i>	Supplier Product ID	Description of Service	Price Per Unit	Unit	Available for Non-Executive Agency Commonwealth Purchase?
Pennsylvania Treatises and Legal Practice Materials		Pennsylvania legal practice materials. Must be combined with a purchase from bid item sheet 1.	\$20 per user	Month	Yes
Pennsylvania Law Encyclopedia		Pennsylvania legal treatise. Must be combined with a purchase from bid item sheet 1.	\$5 per user	Month	Yes
Pennsylvania Transaction Guide-Legal Forms		Pennsylvania Transaction Guide-Legal Forms. Must be combined with a purchase from bid item sheet 1.	\$10 per user	Month	Yes
Pennsylvania Forms, including Pennsylvania Transaction Guide		Pennsylvania legal forms. Must be combined with a purchase from bid item sheet 1.	\$25 per user	Month	Yes

Pennsylvania Jury Instructions		Pennsylvania Jury Instructions. Must be combined with a purchase from bid item sheet 1.	\$8 per user	Month	Yes
City/County Legal Practice and Contracts Law Treatises		Treatises on topics of city/county legal practice and contracts law. Must be combined with a purchase from bid item sheet 1.	\$25 per user	Month	Yes
Larson's Workers' Compensation Law		Legal treatise on workers' compensation law. Must be combined with a purchase from bid item sheet 1.	\$13 per user	Month	Yes
Briefs, pleadings & motions nationwide		Briefs, pleadings & motions nationwide. Must be combined with a purchase from bid item sheet 1.	\$15 per user	Month	Yes
ALM news, magazines, newsletters & blogs		ALM news, magazines, newsletters & blogs. Must be combined with a purchase from bid item sheet 1.	\$13 per user	Month	Yes
Collier on Bankruptcy		Legal treatise on bankruptcy law. Must be combined with a purchase from bid item sheet 1.	\$40 per user	Month	Yes
Lexis for Microsoft Office with Document Tools		LexisNexis integrates with Microsoft Outlook and Word and provides brief drafting tools. Must be combined with a purchase from bid item sheet 1.	\$20 per user	Month	Yes
Newsdesk		See the "Newsdesk" section in the attached "Product Information and Pricing" document for full details.	Attached	Attached	Yes
Law360		See the "Law360" section in the attached "Product Information and Pricing" document for full details.	Attached	Attached	Yes
Lexis CLE On Demand		See the "CLE On Demand" section in the attached "Product Information and Pricing" document for full details.	Attached	Attached	Yes
CourtLink		See the "CourtLink" section in the attached "Product Information and Pricing" document for full details.	Attached	Attached	Yes
Prison Legal Research Solution on External Hard Drives		See the "Prison Legal Research Solution on External Hard Drives" section in the attached "Product Information and Pricing" document for full details.	Attached	Attached	Yes
Printed Legal Publications and eBooks		See the "Printed Legal Publications and eBooks" section in the attached "Product Information and Pricing" document for full details.	Attached	Attached	Yes
LexisNexis Academic; LexisNexis State Capital		See the "LexisNexis Academic; LexisNexis State Capital" section in the attached "Product Information and Pricing" document for full details.	Attached	Attached	Yes

\* May include items such as PA-only print publications, national print publications, volume incentives expressed as percent discounts and access to any special online databases.

## COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500 or \$500 for a Department of General Services Self-Certified Small Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business, you must submit a copy of your active Small Business Procurement Initiative (SBPI) certificate with your bid response.

**RELX Inc. (dba LexisNexis, a division of RELX Inc.)**

Corporate or Legal Entity Name

**June 7, 2016**

Signature/Date

Mical Asch

Printed Name/Title







**ORIGINAL**  
QUOT - Invitation For Bid  
P00102400 02/10/2016 14:01

Page 2 of 3

**Supplier Name:**

RELX INC.  
LEXISNEXIS, a division of RELX Inc.

**General Requirements for all Items:**

**Header Text**

The Pennsylvania Department of General Services ("DGS") is seeking qualified supplier(s) to provide Basic and Comprehensive Online Legal Services to Commonwealth Agencies, Boards, Commissions and COSTARS participants, if applicable. Services to include but not limited to access to public and national records, law libraries, citations, legal documents, print materials, etc.

All questions should be directed to Cheryl Barth-Taylor at cbarhtayl@pa.gov.

**Bidder Remarks (Header)**

For all matters related to this bid from LexisNexis, please contact Dennis Brown by email at Dennis.Brown@lexisnexis.com or phone at 937-247-3400.

\*\*\* No further information for this bid \*\*\*

**ATTRIBUTES PAGES TO FOLLOW**

Total of Items  
on Previous Page



**ORIGINAL**  
QUOT - Invitation For Bid  
P00102400 02/10/2016 14:01

Page 3 of 3

**Supplier Name:**

[RELX INC.](#)

[LEXISNEXIS, a division of RELX Inc.](#)

**\*\*\* Attributes Page \*\*\***

**Mandatory** QUESTION #02 - Is the offer in accordance with the "Representations and Authorizations" listed in section "Submission – 001.1" of the attached solicitation document?

**Response:** Y

**Mandatory** QUESTION #01 - Has the submitter read, and does the submitter understand, the "Representations and Authorizations" listed in section "Submission – 001.1" of the attached solicitation document?

**Response:** Y



<b>“Subscriber” Name:</b>
<b>Account Number:</b>
<b>“LN”: LexisNexis, a division of RELX Inc.</b>

**1. Subscription Agreement**

LexisNexis, a division of RELX Inc. (“LN”) grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis Advance® and the materials available therein (“Materials”) pursuant to terms set forth in the LexisNexis General Terms and Conditions (“General Terms”) and the pricing set forth in the Price Schedule (“Price Schedule”) (the General Terms together with the Price Schedule is collectively referred to as the “Subscription Agreement”), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <http://www.lexisnexis.com/terms/LACommercial2>.

**2. Certification**

2.1 Subscriber certifies that the number of government professionals in Subscriber’s organization is as set forth below. A “Government Professional User” is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	
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2.2 A “Support Staff User” is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID’s may be issued to support staff for each Government Professional User accounted for above.

<b>Number of Support Staff Users:</b>	
---------------------------------------	--

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber’s organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber’s organization (the “Reference Number”) as Subscriber has specified above.

- (i) At LN’s request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

**3. Lexis Advance Product and Charges**

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber’s commitment for the Lexis Advance product offering will begin upon the date Subscriber’s billing account (“Account Number”) is activated (“Activation”) and will continue for the last period set forth in Section 3.2 below (the “Committed Term”). Subscriber may not terminate this Agreement under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

**Subscriber elects access to the Alternate Materials**

\_\_\_\_\_  
(Initial)

3.4 Use of Lexis Advance under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before \_\_\_\_\_.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

## 6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Mandatory basic training in the use of Lexis Advance by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

## 7. Miscellaneous

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis Advance or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

**AGREED TO AND ACCEPTED BY:**

<b>Subscriber:</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b>
<b>Printed Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____

**LexisNexis, a division of RELX Inc.**

[COMPLETED BY LEXISNEXIS]

<b>Authorized Signature:</b> _____
<b>Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____

**CUSTOMER INFORMATION (Please type or print):**

<b>Organization Name: (Full Legal Name)</b>		
<b>Billing Frequency:</b>	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
<b>Physical Address</b>		<b>Invoice Address</b>
<b>Street Address:</b>		
<b>City:</b>		
<b>State:</b>		
<b>Zip:</b>		
<b>County:</b>		
<b>Telephone:</b>		
<b>Fax:</b>		
<b>Parent Company: (if applicable)</b>		

**Type of Organization:**

Legislative                       Judicial                       Executive

Professional User: \_\_\_\_\_ Practicing Area of Law: \_\_\_\_\_

Support Staff: \_\_\_\_\_ Employer Identification Number: \_\_\_\_\_

Bar No: \_\_\_\_\_ Issuing State: \_\_\_\_\_

Date Issued/Expiration Date: \_\_\_\_\_ Organization Web Address: \_\_\_\_\_

Tax Exempt:  Yes (attach Sales Tax Exemption Certificate)                      MSA:  Yes                       No  
 No

Tax ID No: \_\_\_\_\_ State Contract No: (If applicable)

PO No: (If applicable)

**Contacts:**

	Name	Telephone	Email
<b>Installation:</b>	_____	_____	_____
<b>Billing:</b>	_____	_____	_____
<b>Policy/Legal Notification:</b>	_____	_____	_____
<b>Scheduling/Training:</b>	_____	_____	_____
	Name	Telephone	
<b>Super Admin:</b>	_____	_____	
	Email	IP Address	
	_____	_____	

**CUSTOMER ID INFORMATION (Please type or print)**

<b>ID HOLDERS' NAMES</b> (additional sheet attached <input type="checkbox"/> )	<b>ID HOLDERS' TITLES/POSITIONS</b>	<b>ID HOLDERS' EMAIL ADDRESSES</b>	<b>LOCATION/ADDRESS</b>

<b>“Subscriber”:</b>	<b>“LN”:</b> LexisNexis, a division of RELX Inc.
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This Subscription Plan Amendment (“Amendment”) amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the “Agreement”). This Amendment shall also serve as Subscriber’s acceptance of the General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

### 1. TERM

The term of this Amendment will begin (a) on the date Subscriber’s billing account (a “Billgroup”) is activated (“Activation”) if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the “Term”).

### 2. AUTHORIZED USERS

This Amendment relates only to the Subscriber’s Billgroups and locations (the “Participating Billgroups”) set forth below and the Authorized Users under the Participating Billgroups. “Authorized User” shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)

### 3. CERTIFICATION

3.1 Subscriber certifies that the number of government professionals in Subscriber’s organization is as set forth below. A “Government Professional User” is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	
---	--

3.2 A “Support Staff User” is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID’s will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

3.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

3.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

3.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber’s organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber’s organization (the “Reference Number”) as Subscriber has specified above.

- (i) At LN’s request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.



**4. MONTHLY SUBSCRIPTION CHARGE**

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

**5. PREFERRED PRICING MATERIALS AND CHARGES**

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)		
(b)		
(c)		
(d)		
(e)		
(f)		
(g)		
(h)		
(i)		
(j)		
(k)		
(l)		
(m)		
(n)		
(o)		
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials		

COMMITMENT PERIOD(S)	MONTHLY COMMITMENT
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

**6. ADDITIONAL CHARGES**

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

**Subscriber elects access to the Alternate Pricing Materials**

\_\_\_\_\_  
(Initial)

**7. CLOSED OFFER**

The offer of LN contained herein is valid until \_\_\_\_\_. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

**8. CONFIDENTIAL INFORMATION**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

**9. SUPPORT AND TRAINING**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

**10. MISCELLANEOUS**

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

10.3 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.4 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

**AGREED TO AND ACCEPTED BY:**

\_\_\_\_\_

SUBSCRIBER

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LexisNexis, a division of RELX Inc.**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.



This Lexis for Microsoft Office – Lexis Advance Edition (“Lexis for Microsoft Office”) Order (“Order”) amends and supplements the terms of the Lexis Advance Agreement (the “Agreement”), previously executed between LexisNexis, a division of RELX Inc. (formerly known as Reed Elsevier Inc.) (“LN”) and \_\_\_\_\_ (“Subscriber”).

**1. Term.**

The term of this Order will begin on the day this Order is executed by Subscriber and will continue until the last Commitment Period set forth below (the “Term”). Notwithstanding the foregoing, this Order shall automatically terminate upon expiration of the Agreement. Although the Term of this Order will start upon execution, Subscriber will not have access to Lexis for Microsoft Office until the following conditions (collectively, the “Requirements”) are met: (a) Subscriber meets the Technical Requirements set forth in Section 2; and (b) Lexis for Microsoft Office is installed on Subscriber’s system via one of the installation processes set forth in Section 5.

**2. Technical Requirements.**

Lexis for Microsoft Office is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft Outlook and Microsoft Word. In order to use Lexis for Microsoft Office, Subscriber must (a) have a paid-up license to the requisite Microsoft Office software; and (b) meet the technical requirements specified on the Lexis for Microsoft Office download site ([www.lexisnexis.com/download-lexis-office](http://www.lexisnexis.com/download-lexis-office)) for the proper operation of the Software (collectively, the “Technical Requirements”).

**3. License.**

3.1 LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis for Microsoft Office product indicated in Section 4 below subject to the terms of the Lexis for Microsoft Office End User License Agreement attached hereto as Exhibit A. LN retains all right, title, and interest in and to Lexis for Microsoft Office, and any intellectual property embodied therein. All access to and use of LN content via Lexis for Microsoft Office shall be subject to the terms set forth in the Subscription Agreement.

3.2 *For EagleEye Software Subscribers Only.* Subscriber’s access to and use of the EagleEye software available from Microsystems, a division of Freedom Solutions Group, LLC’s (“Microsystems”) through Lexis for Microsoft Office is conditioned upon (a) Subscriber having a valid subscription to Lexis for Microsoft by way of this Order; and (b) Subscriber’s acceptance of the Microsystems terms and conditions which are located at [http://sites.microsystems.com/policies/eula\\_LMO](http://sites.microsystems.com/policies/eula_LMO) and incorporated herein by reference (the “EagleEye Terms”). Subscriber acknowledges and agrees that its use of the EagleEye software is subject to the EagleEye Terms and that the EagleEye Terms form an independent agreement between Subscriber and Microsystems. Microsystems is a third party beneficiary of this Order.

**4. Lexis for Microsoft Office Platform, Menus, Monthly Software Charges, Functionality Charges.**

4.1 In exchange for Subscriber’s monthly payment to LN of the Lexis for Microsoft Office Monthly Software Charges amount set forth below, Subscriber will be provided with the Lexis for Microsoft Office features and content indicated below during the Commitment Period (“Your Subscribed Product”). Access to Lexis for Microsoft Office shall be limited to the number of Authorized Users set forth below.

LEXIS FOR MICROSOFT OFFICE				
Optional EagleEye software – Check if applicable <input type="checkbox"/> (Offering 1511821)				
“COMMITMENT PERIOD”	NUMBER OF AUTHORIZED USERS OF LEXIS FOR MICROSOFT OFFICE (Offering 1000352)	NUMBER OF AUTHORIZED USERS OF LEXIS FOR MICROSOFT OFFICE – WITH DOCUMENT TOOLS (Offering 1000761)	“TOTAL LEXIS FOR MICROSOFT OFFICE MONTHLY SOFTWARE CHARGE”	“TOTAL EAGLEEYE MONTHLY SOFTWARE CHARGES”
			\$	\$
			\$	\$
			\$	\$

			\$	\$
			\$	\$

4.2 For purposes of this Order, the term “Authorized User” shall have the meaning set forth in the Agreement. LN will monitor the number of Authorized Users of Lexis for Microsoft Office. In the event that the average monthly users in any three month period exceeds the greater of 5 Authorized Users or 105% of the Authorized Users set forth above, LN may adjust the Lexis for Microsoft Office Commitment upon written notice to Subscriber effective as of the first day of the following month to reflect the current number of users. Additionally, Subscriber will certify in writing the then-current number of Authorized Users of Lexis for Microsoft Office at LN’s request from time to time.

**5. Installation.**

In order to access Lexis for Microsoft Office, Lexis for Microsoft Office must be installed on Subscriber’s system via one of the following installation methods: (Subscriber to check its election(s) below.)

- Standard Implementation –  
In a Standard Installation, LN does not perform any installation services and LN’s proprietary technology which allows enrichment of Subscriber’s content is not installed behind Subscriber’s firewall. In a standard implementation installation, Subscriber will not receive any transfer of tangible personal property, nor will there be any electronic transfer or software to the Subscriber in an Individual Desktop Installation. All standard installations will be implemented through electronic retrieval by Subscriber of the software that is hosted by the LN website. Subscriber will download the software from the LN website at an individual desktop level by individual users or on a network level by an IT administrator. By electing this option, Subscriber acknowledges and agrees that the Microsoft Word documents and Microsoft Outlook emails (“Subscriber’s Work”) that it selects to be analyzed by Lexis for Microsoft Office will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber’s Work will happen machine-to-machine, without human intervention (similar to a *lexis.com* search) and LN will not store, review, or retain Subscriber’s Work beyond the time required for processing (i.e., LN will not store Subscriber’s Work in any back up logs, server logs, etc.). There are no installation charges for this option and no separate integration services agreement.

In selecting this option, Subscriber must further define the method of deployment:

- Individual Desktop Installation - Lexis for Microsoft Office will be downloaded from the LN website on an individual desktop basis
- Subscriber Network Installation - Lexis for Microsoft Office is downloaded from the LN website and Subscriber distributes the Software to multiple desktops or on an organization-wide basis
- Installation for existing Lexis® Search Advantage Subscriber – If Subscriber currently subscribes to Lexis® Search Advantage, LN and Subscriber will execute a new Statement of Work to Subscriber’s existing Lexis® Search Advantage Agreement to document the additional integration services that will be necessary to integrate Lexis for Microsoft Office and Lexis® Search Advantage within Subscriber’s environment.
- Custom Installation – In a custom installation, LN performs professional services work beyond providing instructions and general guidance for downloading Lexis for Microsoft Office. Professional services rendered by LN may include, but are not limited to, writing custom code to install Lexis for Microsoft Office within Subscriber’s environment, installation services at Subscriber’s site in order to download and install software on individual desktops and across the enterprise automatically, or specific effort to install the Lexis for Microsoft Office server version within the client environment. The custom installation may include electronic transmissions of computer software and electronic data retrieval of computer software.

Custom installations may also include “load and leave” deliveries in which LN visits Subscriber’s site, installs the software, then takes the physical medium away when finished. The nature of the services to be provided to Subscriber, the charges for the custom installation services, and the terms regarding the

services will be documented in a Statement of Work issued against a separate Master Integration Services Agreement to be executed by the parties. A custom installation will not include the transfer of tangible personal property or transfer of title to the Software.

**6. Miscellaneous.**

6.1 In the event of any conflict between the terms of this Order and the attached Exhibit A, the terms of this Order shall control.

6.2 Except as expressly modified by this Order, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Order. In the event of a conflict or inconsistencies between the Agreement and this Order, this Order will control. The Agreement and this Order represent the entire agreement between the parties with respect to Lexis for Microsoft Office. All prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or in writing, concerning Lexis for Microsoft Office are superseded in their entirety by this Order.

LN's acceptance of the terms of this Order shall be evidenced by its signature below or by LN providing Subscriber access to Lexis for Microsoft Office.

**AGREED TO AND ACCEPTED BY:**

\_\_\_\_\_  
SUBSCRIBER  
**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**LexisNexis, a division of RELX Inc.**

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

\



## EXHIBIT A

### LEXIS® FOR MICROSOFT® OFFICE END USER LICENSE AGREEMENT

#### 1. SUBSCRIPTION LICENSE GRANT.

a. Subject to the terms and conditions of this Lexis® for Microsoft® Office End User License Agreement (this "EULA"), LexisNexis, a division of RELX Inc. ("LN") grants you a personal, limited, nonexclusive, non-transferable license to access and use the Lexis® for Microsoft® Office software product (the "Software") set forth in the agreement between you and LN for access to the Software (the "Order"). Use of the Software is subject to the terms set forth in the Order including the number of Authorized Users and time period ("Term") set forth in the Order.

b. Restrictions and Prohibitions on Use. Except as expressly permitted by Section 1(a), or upon the express prior written consent of LN, you may not, nor permit others to: (1) copy, print, republish, display, transmit, distribute, sublicense, sell, rent, lease, loan, or otherwise make available in any form or by any means (including electronic media now existing or hereafter developed), all or any substantial portion of the Software; (2) provide anyone other than your Authorized Users access to the Software or any portions thereof; (3) use the Software to develop, or as a component of, an information storage or retrieval system, database, info-base, or similar information resource (in any media now existing or hereafter developed), including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (4) create compilations or derivative works of the Software; (5) make any portion of the Software available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future; (6) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Software; (7) remove, disable, or defeat any functionality of the Software; or (8) upload content in the Software (through the Notes feature or otherwise) that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Software that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

c. Electronic Documents. Solely with respect to the electronic documents included with the Software (e.g., the electronic version of the user guide), you may only make as many copies as reasonably necessary for each Authorized User (either in hard copy or electronic form), provided that such copies shall be used only for your sole use and are not republished or distributed to any third party.

d. Third Party Materials. The use of some third-party materials included in the Software may be subject to other terms and conditions typically found in a separate software agreement or "Read Me" file located in or near such materials

**2. COPYRIGHT.** LN and its third party licensors and developers hold exclusive ownership of the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets incorporated in the Software's design and coding methodology. The Software is protected by United States and international copyright laws and international treaty provisions. This EULA does not grant you any ownership or intellectual property rights in the Software. Upon expiration of the Term, you will not have the right to continue using the Software and will promptly remove all copies of the Software from your systems.

**3. REVERSE ENGINEERING.** You agree that you will not, nor will you permit others to attempt to: (i) modify or translate the Software; (ii) decompile or disassemble the Software, (iii) create derivative works based on the Software; (iv) merge the Software with or into another product not approved for use by LN (excluding Microsoft Office); or (v) copy the Software except as expressly permitted by this EULA.

#### 4. SOFTWARE SUPPORT.

4.1 As part of your subscription to the Software, LN will provide the following support and maintenance for the Software during the Term ("Support Services"):

(a) Product Support. LN will provide telephonic product support services for the Software 24x7x365 days.

(b) Software Problem Resolution. If you report to LN that the Software does not function according to the user-level documentation for the Software ("Software Problem") and otherwise comply with Section 5 YOUR RESPONSIBILITIES, LN will investigate the Software Problem within a reasonable time after receiving proper notice from you, and sufficient information to identify the problem. LN will work to correct the Software Problem(s) that can be verified based on the information provided by you utilizing a system that meets the system requirements for the Software. If the investigation confirms the existence of a Software Problem, LN will use reasonable efforts to correct the Software Problem which may include implementing a temporary work-around. If LN, in good faith, determines that the Software Problem results from an error in the applicable user-level documentation, LN may correct the Software Problem by correcting that documentation.

(c) Software Updates and Upgrades. LN has multiple different offerings of the Lexis for Microsoft software product (Lexis for Microsoft Office, Lexis for Microsoft Office – with Document Tools, etc.). The license granted herein is only to the Lexis for

Microsoft Software product offering you have selected in the Order (for purposes of this Section 4.1(c) “Your Subscribed Product”) and to the Updates and Upgrades released by LN to Your Subscribed Product. This license does not entitle you to have access or use of any other Lexis *for* Microsoft software product. In order to ensure the proper operation of Your Subscribed Product in accordance with its written documentation, LN will provide you with patches, bug fixes, corrections and minor enhancements (“Updates”) during the Term. Updates will be provided free of charge as they become commercially available from LN. Your failure to promptly install Updates may result in the voiding of LN’s warranty set forth in Section 6. LN will also provide you with feature or functionality enhancements to Your Subscribed Product (an “Upgrade”) free of charge as such Upgrades become commercially available from LN. LN’s distribution of Upgrades and/or Updates to you does not entitle you to use more copies of Your Subscribed Product than the number of Authorized Users for which you have a valid subscription. This license, including the release of any Update or Upgrade to Your Subscriber Product, does not entitle you to have access to or use of any other Lexis *for* Microsoft software product. If you wish to subscribe to any other Lexis *for* Microsoft software product, you must execute an Order with LN which contains the appropriate terms of use and charges for the applicable Lexis *for* Microsoft software product. Your use of an Upgrade or Update is licensed in accordance with the terms and conditions of this EULA.

4.2 LN is not obligated to provide Support Services for any Software (a) that has been provided to you free of charge, (b) that has been altered other than by LN or at LN’s direction, (c) that is more than two versions out of date, or (d) that integrates with or is designed for any platform that LN or Microsoft no longer supports in the normal and ordinary course of its support lifecycle and/or release cycle. For example, LN is not obligated to support software designed to work with Microsoft platforms that fall outside of the period in which complimentary support services are available as part of the Microsoft license or licensing program; or requires extended support plans that may require additional charges.

4.3 LN retains the right to change or modify the Support Services offered herein at any time and from time to time upon thirty (30) days’ written notice to you. In the event any such change materially and adversely affects the Support Services, you may terminate the Order and this EULA upon 10 days’ written notice to LN.

## **5. YOUR RESPONSIBILITIES.**

5.1 The Support Services do not include, and you must provide at your expense unless otherwise expressly agreed by you and LN in writing: (a) installation, testing, and operation of the Software and all Upgrade and/or Updates; (b) isolation and documentation of Software Problems; (c) intranet resources, backup and restoration of your systems; and (d) modems and Internet access for LN’s remote access and diagnosis of Software Problems, when necessary.

5.2 LN is not responsible for products provided to you by third parties, whether or not LN recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet your requirements will not affect either party’s obligations under this EULA.

## **6. LIMITED WARRANTY.**

During the Term, LN warrants that the Software will operate substantially in accordance with the documentation provided, unless performance problems are the result of hardware failure, improper use, or modification by you or your agents or contractors or due to your failure to install all Updates. If the Software does not so operate, your exclusive remedy and LN's sole obligation under this warranty shall be, in LN’s sole discretion, either to replace the Software, to provide you with a bug fix or patch, or to refund the purchase price paid for the current version of the Software. LN further warrants that Software Support will be performed in a professional manner, consistent with industry standards. EXCEPT AS SET FORTH ABOVE, LN DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE, UPGRADE OR UPDATE WILL MEET ANY PARTICULAR REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SOFTWARE, UPGRADE OR UPDATE (INCLUDING SOFTWARE WHICH LN CREATES OR MODIFIES FOR YOU) WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE, UPGRADE OR UPDATE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM, SYSTEM OR APPLICATION. PORTIONS OF THE SOFTWARE HAVE BEEN DEVELOPED BY MICROSOFT CORPORATION AND SUCH PORTIONS ARE PROVIDED “AS IS.” ADDITIONALLY, IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. ALL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN APPLY TO LN’S SOFTWARE DEVELOPERS, SUBCONTRACTORS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND LN ARE COLLECTIVELY RESPONSIBLE.

## **7. FEES AND PAYMENT FOR SUBSCRIPTION.**

7.1 Applicable fees and charges for the Software and the support services are set forth in your Lexis *for* Microsoft Office Order. Unless otherwise stated, the fees for the subscription do not include any taxes, such as sales, use, or excise taxes.



7.2 In the event LN sends you an invoice for the subscription, you shall pay LN the net amount of each invoice in United States dollars within 30 days after the date of the invoice. If you fail to pay any invoiced amount when due, LN may charge you interest on the unpaid balance from the date of the invoice until the date paid at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower. In the event you pay the fee for the subscription by credit card, LN will send you a receipt confirming the amount paid and date of expiration of the Term.

## **8. TERMINATION.**

Upon termination of the Order, you will promptly cease all use of the Software and will return all copies of the Software and documentation to LN or, at the option of LN, certify to LN in writing, signed by an executive officer, that all copies of the Software and documentation have been destroyed. Termination of the Order will not be an exclusive remedy and all other remedies will be available to either party whether or not the Order is terminated. LN may terminate this EULA upon 90 days' notice to you in the event LN no longer provides Support Services for the Software. In the event of termination, LN will refund any prepaid but unused fees to you on a pro-rata basis.

## **9. LIMITATIONS OF LIABILITY.**

NOTWITHSTANDING THE TERMS CONTAINED IN THIS EULA, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL LN, ITS PARENT, AFFILIATES, OR ANY OF ITS SOFTWARE DEVELOPERS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF LN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER LOCAL LAW, CERTAIN LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE. IN NO EVENT SHALL LN'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE SUBSCRIPTION PAID BY YOU FOR THE PRECEDING TERM.

**10. UNITED STATES GOVERNMENT USE.** The Software is Commercial Computer Software provided with RESTRICTED RIGHTS under the Federal Acquisition Regulations and agency supplements to them. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in System Data and Computer Software clause at DFAR 252.227-7013 et. seq. or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at DFAR 52.227-19, as applicable.

**11. EXPORT RESTRICTIONS.** You agree that you will not permit use of or export, directly or indirectly, re-export, divert or transfer the Software in violation of any applicable export control law or regulation, including without limitation, the U.S. Export Administration Regulations ("Export Controls").

## **12. MISCELLANEOUS.**

12.1 LN (or its licensor, if applicable) retains sole title to and ownership of the Software and all components, all related information furnished to you under this EULA, and all related copyrights, trade secrets, and other intellectual property.

12.2 LN furnishes products and services to you under this EULA on a non-exclusive basis. LN may directly or indirectly furnish the same or similar products and services to other parties doing business within or outside the vertical, horizontal, or geographic markets in which you do business.

12.3 All notices required or permitted under this EULA shall be in writing and shall be delivered by any method providing sufficient proof of delivery, except that any notice other than a notice of default or notice of termination may be delivered by facsimile transmission if the original document is also promptly delivered to the recipient. Any notice shall be deemed to have been given on the date of receipt. Notices to LN shall be sent to the address listed above with a copy to LN, Attention: Customer Legal Services, 9443 Springboro Pike, Miamisburg, OH 45342. Notices to you shall be sent to the address LN has on record.

12.4 Each party shall submit requests for approvals, consents, and waivers to the other party in writing in a timely manner. No approval, consent, or waiver under this EULA shall be enforceable unless set forth in a writing signed by an authorized representative of the granting party. A waiver of a default of any term of this EULA shall not be construed as a waiver of any succeeding default of that term or as a waiver of the term itself. A party's performance after the other party's default shall not be construed as a waiver of that default. No approval, consent, or waiver shall be deemed to have been given by implication and neither party shall be liable for delays in responding to, failures to respond to, or denials of those requests.

12.5 Each term of this EULA is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is unenforceable under applicable law, that determination shall not affect the enforceability of the other terms of this EULA.

12.6 This EULA, together with the Lexis *for* Microsoft Office Order, constitutes the complete agreement between the parties concerning this subject, and supersedes all earlier oral and written communications between the parties with respect to this subject. In the event that you are required to accept any “click-through” license terms at the time of download of the Software or otherwise, the terms of such click-through shall control over any conflicting terms set forth in this EULA.

12.7 Neither party shall assign its rights or delegate its duties under this EULA without the prior written consent of the other party, except that LN may assign this EULA to an affiliate or to its successor by merger or to the transferee of substantially all of its stock or assets. Any assignee or delegatee shall be subject to the same obligations, restrictions, and limitations to which the assignor or delegator is subject, and no assignor or delegator shall be released from liability under this EULA by reason of any such assignment or delegation. This EULA shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

[End of Exhibit A]



# Agreement for Prison Solutions

**“Customer”:** \_\_\_\_\_

1. Organization Name (Full Legal Name): \_\_\_\_\_
2. Physical Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. County: \_\_\_\_\_ 4. Country: \_\_\_\_\_
5. Telephone Number: \_\_\_\_\_ 6. Fax Number: \_\_\_\_\_
7. Invoice Address (email and physical address): \_\_\_\_\_
8. Name of Contact, Telephone Number and Email Address for the following:  
 Overall Installation: \_\_\_\_\_  
 Billing: \_\_\_\_\_  
 Policy/Legal Notification: \_\_\_\_\_  
 Scheduling/Training: \_\_\_\_\_
9. Tax Exempt:  Yes (attach Sales Tax Exemption Certificate)  No
10. Organization Web Address: \_\_\_\_\_

11.  If this box is checked, then Customer has requested to be billed and will pay for a whole Order Period at a time.

Customer agrees to license the Products listed in the tables below on the terms of this Agreement.

Product(s) and Pricing 'PRISON SOLUTIONS' - EHD <input checked="" type="checkbox"/> DVD <input type="checkbox"/> N/A <input type="checkbox"/>		
Acct Number:	Qty of each of those checked above:	# of Terminals of each of those checked above:
Distributed Media Prison Solution	ISBN#	Library #

<b>Check Box if Delivery Address and or Contact Name is same as above</b> <input checked="" type="checkbox"/>
<b>Delivery Address:</b>
<b>Contact Name:</b>

PRISON SOLUTIONS Order Periods			Monthly <input checked="" type="checkbox"/>
			Annual <input type="checkbox"/>
	to		\$
	to		\$
	to		\$
	to		\$
	to		\$



**ADDITIONAL TERMS FOR ALL PRODUCTS**

The following additional terms are for the implementation of any and all Products, whether DP-Type or OS-Type Products. Depending on the type of Product, additional terms in an additional corresponding section below also apply.

1. Preliminary Definitions (other definitions elsewhere herein)
    - 1.1. "Authorized Users" means each of the Customer's employees and inmates under Customer's control and supervision at Customer's facility who are authorized by Customer to access and use the Materials, unless a more specific restriction is applied to a certain Product in additional terms related to that Product in this Agreement.
    - 1.2. "Materials" means the materials available in or through the Product.
    - 1.3. "LexisNexis" or "LN" means LexisNexis, a division of RELX Inc., a Massachusetts corporation.
  2. License; Restrictions on Use; Products
    - 2.1. Customer and its Authorized Users are granted a non-exclusive, non-transferable, limited right to access and use the Product made available under this Agreement for legal research purposes. The rights granted to each Authorized User are as follows:
      - 2.1.1. The right to electronically display Materials retrieved through the Product for the Authorized User's individual use to no more than one person at a time;
      - 2.1.2. The right to download or make printouts of Materials using the commands of the Product and to create a single printout of Materials accessed via commands of the Product ("Authorized Printouts");
      - 2.1.3. The right to retrieve via downloading commands of the Product and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of Materials included in any individual file, provided that storage is for no more than 90 days; however, for court cases, court rules, court briefs, agency issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories, the storage need not be limited to 90 days but must comply with other restrictions in this Agreement; and
      - 2.1.4. To the extent permitted by applicable copyright law, the right to make copies of Authorized Printouts and distribute Authorized Printouts and copies.
    - 2.2. Except as specifically provided in Section 2.1, Customer and its Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Product, and may not print or download Materials without using the commands of the Product.
  - 2.3. Customer and its Authorized Users are not permitted to:
    - 2.3.1. Remove or obscure any copyright notice or other notice or terms of use contained in the Product or Materials;
    - 2.3.2. Use the Product or Materials in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LN or its contractors or content suppliers;
    - 2.3.3. Use the Product or Materials to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or
    - 2.3.4. Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Product or Materials; or
    - 2.3.5. Use the Product or Materials in a manner that is non-compliant with any applicable laws, rules or regulations.
  - 2.4. The Products, Materials, and feature functionality within the Products may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.
  - 2.5. Proprietary Rights
    - 2.5.1. The Product and Materials and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the Product and Materials are owned by LN and its contractors and content suppliers. Customer acquires no proprietary interest in the Product, Materials, or copies thereof.
3. Pricing; Payment
  - 3.1. Pricing listed in this Agreement does not include any applicable taxes, which shall also be due from Customer (if applicable).
  - 3.2. Customer will have 30 days to pay each invoice. Amounts which have not been paid within 30 days after the invoice date are thereafter until paid subject to a late payment charge at a rate equal to 15% per annum (or, if less, the maximum rate permitted under applicable law). Additionally, LN shall have the right to terminate this Agreement and retain all sums paid by Customer. Customer shall be responsible for collection costs including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs.
  - 3.3. In the event Customer is a government agency or body, this is a multi-year contract, and sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, LN may terminate this Agreement effective on the last day of the last Order Period that was funded by providing Customer with at least 10 days prior written notice. Customer will not be obligated to make payments for services or amounts incurred after the end of the last funded fiscal period. No penalty or expense shall accrue to Customer in the event this provision becomes effective.
4. Term and Termination
  - 4.1. The term of this Agreement will begin on the first day of the first Order Period specified above and will end on the last day of the last Order Period ("Term").
  - 4.2. Customer may not terminate this Agreement under any terms related to the Products provided during the Term; provided however, either party may terminate this Agreement during the Term for a



material breach by the other. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach. If such breach remains uncured 30 days after the aforementioned breach notice is given, the non-breaching party may terminate immediately upon written notice. If Customer terminates this Agreement pursuant to this Section, then Customer will pay all charges incurred up to the date of termination.

4.3. LN may terminate this Agreement immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers expires or is terminated, (ii) any LN supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any LN supplier is unable or fails to perform the services that are required in order for LN to perform their obligations hereunder. Notwithstanding anything to the contrary in this Agreement, LN may suspend or discontinue providing the Product to Customer or its Authorized Users (in whole or part) without notice and pursue any other remedy legally available to it if Customer fails to comply with any of Customer's obligations hereunder

5. Warranties; Liabilities/Remedies

5.1. LN represents and warrants that it has the right and authority to make the Products available to Customer and its Authorized Users as authorized expressly by this Agreement.

5.2. EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.1, THE PRODUCTS AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. LN DOES NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIALS.

5.3. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Products or any Materials available or not included therein, (b) the unavailability or interruption of the Products or any features thereof or any Materials, (c) Customer's or an Authorized User's use of the Product or Materials regardless of whether Customer received any assistance from a Covered Party in using the Product or Materials), (d) the loss or corruption of any data or equipment in connection with the Product, (e) the content, accuracy, or completeness of Materials, all regardless of whether Customer or an Authorized User received assistance in the use of the Product or Materials from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content referred to in the Materials.

5.4. "Covered Party" means (a) LN, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

5.5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF OR RELATING TO THE PRODUCTS OR MATERIALS OR THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT CUSTOMER PAID FOR THE PRODUCT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER OR ITS AUTHORIZED USERS MAY HAVE AGAINST ANY COVERED PARTY.

5.6. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE (WHETHER RELATED TO STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF A COVERED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE PRODUCT, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNITY OBLIGATIONS OR CUSTOMER'S (AND ITS AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

5.7. LN ALSO SHALL NOT BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR, TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.

5.8. If there is a breach of the warranty in Section 5.1 above, then LN at its option and expense, shall either defend or settle any action and hold Customer harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Products or Materials, asserted against Customer by such third party (excluding any decisions or advice made or given as a result of the use of or reliance upon the Materials) provided: (i) all use of the Products and Materials was in accordance with this Agreement; (ii) the claim, cause of action or infringement was not caused by Customer or its Authorized Users; (iii) Customer gives LN prompt notice of any such claim; and (iv) Customer gives LN the right to solely control and direct the investigation, defense and settlement of each such claim. Customer, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.



5.9. Should the Product or the operation thereof or Materials become, or in the opinion of LN be likely to become, the subject of a claim of infringement, Customer shall permit LN, at its sole option and expense, either (i) to procure for Customer the right to continue using the Product or Materials, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's use of the Product (thus, terminating the portion of this Agreement related to the related Product) upon notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

5.10. The provisions of Sections 5.8 and 5.9 shall constitute Customer and its Authorized Users sole and exclusive remedy for the respective matters specified therein.

5.11. LN shall have no responsibility to Customer under this Section 5 with respect to any use of the Products or Materials in a manner not authorized by this Agreement; or for any abuse or modification of the Products or Materials by Customer or its Authorized Users.

5.12. Customer, at its expense, shall defend, or at its option, settle and hold LN harmless for any action or proceeding of any kind or description based upon a third party's claim arising from or related to employees or inmate's use or misuse of the Product or any other online service the employees or inmates are able to access via the Product provided (i) the claim or cause of action was not caused by LN; (ii) Customer is given prompt notice of any such claim; and (iii) Customer is given the right to control and direct the investigation, defense and settlement of each such claim to the fullest extent permitted by law. LN, at the expense of Customer, shall reasonably cooperate with Customer in connection with the foregoing. If notified promptly in writing of any claim, demand or a judicial action brought against LN based on an allegation the employees or inmate's use or misuse of the Product or any other online services accessed via the Product constituted the claim, injury or cause of action, then Customer will pay all costs, including reasonable attorneys' fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

5.13. On an annual basis, and upon 10 days written notice from LN, Customer will reasonably cooperate with LN to audit to ensure that the Customer's and its Authorized User's requirements under this Agreement are being fulfilled. Any audit will be during Customer's normal business hours and at a mutually agreeable date and time and will be conducted in a manner such that it shall not unreasonably impact Customer's business operations.

6. Miscellaneous

6.1. Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Customer understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take confidence and take reasonable precautions against such disclosure to any third person. This Section will survive the termination or expiration of this Agreement.

6.2. If LN accepts an order for a Product on a purchase order issued by Customer ("PO"), the terms and conditions of the PO are for Customer's internal purposes only and shall in no way modify or affect the terms of this Agreement.

6.3. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the Product. Furthermore, this Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342.

6.4. This Agreement contains the entire agreement between the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter. This Agreement may be amended only by a writing signed by both parties. Notwithstanding the foregoing, LN may change the license terms immediately upon written notice to Customer. If any changes are made to this Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against Customer or its Authorized Users but will apply to all similarly situated LN customers using the Product or the Materials therein (as applicable). Customer may terminate this Agreement upon written notice to LN if any such change to terms and conditions is unacceptable to Customer. For termination to be effective under this Section, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Product following notice of the change shall constitute its acceptance of the change.

6.5. The sections of this Agreement that by their nature survive termination or expiration of this Agreement shall so survive termination or expiration of the Agreement.

6.6. The failure of LN or any third party supplier to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.7. Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

6.8. This Agreement shall be governed by and construed in accordance with the laws of the State of regardless of the law that might otherwise apply under applicable principles of conflicts of law.

6.9. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

6.10. Neither Customer nor any Authorized User may assign rights or delegate duties under this Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Agreement and pricing herein is preferred pricing that is based on the overall characteristics that the listed customer has



represented and the Products and Materials subscribed to hereunder. This Agreement and any amendment thereto shall be

binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

**ADDITIONAL TERMS FOR DP-TYPE PRODUCTS**

The following terms are additional terms for the implementation of DP-Type Products. For DP-Type Products, the terms for all Products in the additional corresponding section above also apply. If there is a conflict between the below terms and any other terms in this Agreement for this particular DP-Product, the below terms will control. LN and Matthew Bender & Company, Inc. ("MB") provide DP-type Products.

- I. Preliminary Definitions (other definitions elsewhere herein)
  - I.1. "Product" includes the Distributed Product (or "DP") that includes the Materials and the Distributed Media on or through which the Materials are provided to the Customer by LN/MB.
  - I.2. "Distributed Media" means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Materials.
- II. DP-Type Service
  - II.1. During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Product. The number of copies of the Product and the delivery locations for such Product are set forth above.
  - II.2. LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials).
  - II.3. Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install any Kiosk Prison Solution ordered.
- III. Pricing; Payment
  - III.1. In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth above, which includes all charges for shipping and handling.

- III.2. MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth above. Customer will pay the commitments to MB and MB will remit to LN that portion of the commitments that is due to LN under this Agreement.
- IV. Termination
  - IV.1. Upon termination of this Agreement, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB at LexisNexis, 701 East Water Street, Charlottesville, Virginia 22902, or such other address as LN/MB may direct.
- V. Warranties; Liabilities/Remedies; other
  - V.1. CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.
  - V.2. ALL REFERENCES IN THE "ADDITIONAL TERMS FOR ALL PRODUCTS" SECTION ABOVE TO LN SHALL BE READ AS LN/MB AS IT RELATES TO THE DP-TYPE PRODUCTS.

**ADDITIONAL TERMS FOR OS-TYPE PRODUCTS**

The following terms are additional terms for the implementation of OS-Type Products. For OS-Type Products, the terms for all Products in the additional corresponding section above also apply. If there is a conflict between the below terms and any other terms in this Agreement for this particular OS-Product, the below terms will control. LexisNexis, a division of RELX Inc. ("LN") provides OS-type Products.

- A. Preliminary Definitions (other definitions elsewhere herein)
  - A.1. "Product" includes the service (or "OS") that includes the Materials and the Online Services on or through which the Materials are provided to the Customer by LN.
  - A.2. "Online Services" means the online services provided by LN to Customer that contains the Materials.
- B. Additional License Terms for types of OS Access
  - B.1. STAFF ACCESS (additional terms for Staff on Behalf of Inmates access and Staff Only access, as may be provided pursuant to this Agreement)
    - B.1.1. This Section B.1 relates only to the Customer's Billgroups and locations (the "Staff on Behalf of Inmates Participating Billgroups," the "Staff Only Participating Billgroups," collectively, the "Staff Participating Billgroups") set forth in this Agreement and the Authorized Users under the Staff Participating Billgroups.

- B.1.2. For Staff Participating Billgroups, an "Authorized User" is further restricted to mean only individuals to whom Customer assigns an LN identification number under a Staff Participating Billgroup ("LN ID"). Such Authorized Users may only be Customer's employees, temporary employees, and contractors.
- B.1.3. Customer agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Customer will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Customer or Customer otherwise wishes to terminate the Authorized User's access to the Online Services. Customer is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Customer will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.





B.1.4. Customer certifies that on the date this Order is signed by Customer there are the number of staff professionals as set forth above (the "Reference Number") in Customer's organization. Upon the request of LN, Customer will recertify to the Reference Number.

B.1.5. In consideration of Customer's payment to LN of the commitment amounts specified above, the Staff Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified by source/menu number above as available in the Online Services. If Customer is an existing LN customer and this is a revision to Customer's Materials for Staff and commitment, fees will be prorated for the month (or other period as indicated) in which the change becomes effective if the change occurs other than on the first day of the month (or other period as indicated).

B.1.6. At no additional charge, the Staff Participating Billgroups may do offline printing, online printing and saving to disk of Materials related to the type of access provided for under this Agreement, as shown above.

B.2. INMATE ACCESS (additional terms for Inmate access, as may be provided pursuant to this Agreement)

B.2.1. This Section B.2 relates only to the Customer's Billgroups and locations (the "Inmate Participating Billgroups") set forth in this Agreement and the Authorized Terminals under the Inmate Participating Billgroups.

B.2.2. "Authorized Terminals" means an individual computer (e.g., laptop, workstation, etc.) kiosk or dumb terminal for which there is embedded an LN identification number to access the LN Online Services under an Inmate Participating Billgroup ("LN ID"). For Inmate access, "Authorized Users" are restricted to only Customer's employees and inmates under Customer's control and supervision accessing and using the Online Services via the Authorized Terminals.

B.2.3. Customer is responsible for all use of the Online Services accessed via the Authorized Terminals, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Customer's employees and inmates. Customer will implement policies and procedures to prevent unauthorized use of the Authorized Terminals and LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

B.2.4. Customer certifies there are only up to the number of Authorized Terminals listed in this Agreement above that are available for inmates to access and use the LN Online Services. Customer agrees that pricing provided to Customer depends in part on the number of Authorized Terminals. At the request of LN from time to time, Customer will re-certify in writing the then-current number of Authorized Terminals. If there is a change in the number of Authorized Terminals during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Customer, increase or decrease the commitment listed above by an amount that does not exceed, on a percentage basis, the change in the number of Authorized Terminals. In this Agreement above, Customer will list the total number of facilities (unique locations) and total inmate population for all facilities. Customer hereby certifies that each LN ID may only be used by the Customer facility and Authorized Terminal to which it is assigned and may not be

shared with or used by any other facility or on any other Authorized Terminal.

B.2.5. In consideration of Customer's payment to LN of the commitment amounts specified above, the Inmate Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified above by source/menu number as available in the Online Services. If Customer is an existing LN customer and this is a revision to Customer's Materials and commitment, fees will be prorated for the month (or other period as indicated) in which the change becomes effective if the change occurs other than on the first day of the month (or other period as indicated).

B.2.6. Access to the Product will not include any email, fax or download capabilities to address security concerns inherent in allowing inmates to access and use online services via the Internet.

B.2.7. The parties acknowledge certain security concerns inherent in allowing prisoners to access and use the LN online services via the Internet. Accordingly, during the Term, Customer shall implement and maintain certain online security standards by using equipment and system settings that provide blocking an inmate's use of: (i) navigation Universal Resource Locators ("URLs") outside of intended product scope; (ii) manipulation of URL strings through the product browser; and (iii) web email links. Customer is responsible for limiting access to servers and URLs defined by LN and such servers and URLs may be changed from time to time by LN. Customer will make changes as needed or requested, but will maintain the responsibility of an inmate's access through its system. Customer shall maintain industry standard online security procedures and in the event such standards vastly improve, then Customer will use reasonable commercial efforts to meet or exceed such standards with respect to use of the LN services. LN may require a third party facility security assessment before service is started or re-instatement of service after a security issue. LN may require a first party security questionnaire be completed before service is started as stated in this Agreement.

B.2.8. Customer will provide to LN the Internet Protocol address(es) ("IP Address(es)") available for each facility location that will be accessing the LN services in the table on the Configuration and Pricing Sheet. LN may periodically and at request of Customer review failed authentication reports of these IP Address(es) or monitor them to assure that correct materials of the Online Services are being accessed by only those locations authorized or any access to unauthorized websites or email services.

B.2.9. Customer agrees that they are providing access specifically for inmates only and that no other LN service(s) may be used by, or on, behalf of an inmate. If Customer has normal accounts outside of inmate access, Customer must maintain a separation of accounts. It is also agreed that Customer shall not provide any inmate the authentications credential(s) (this includes just the product ID without a password) or access to any electronic or paper records that provide LN billing information.

B.2.10. Notwithstanding the foregoing in Sections B.2, in the event LN becomes aware of any abuse, misuse or security breach situations of the LN services or any Materials contained therein, then LN reserves the right to immediately suspend all facility access without notice until such incident is resolved to LN's satisfaction. Customer agrees that the resolution may require



documented and certified proof of correction. Customer takes responsibility for any security breach or situation where an inmate

has access to something prohibited.

**SIGNATURES TO AGREEMENT**

LN accepts this Agreement on its own behalf and as authorized agent for each of the other companies that provide Products under this Agreement. LN's agency is described the relevant term section above.

Agreed to and accepted by:

**LexisNexis, a division of RELX Inc.**

**SIGNED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**PRINTED:** \_\_\_\_\_

**PRINTED:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

THIS AGREEMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. LEXISNEXIS MAY ACCEPT THIS AGREEMENT BY SIGNING ABOVE OR BY PERFORMING THIS AGREEMENT.

THE PRICES AND OTHER TERMS IN THIS AGREEMENT ARE SUBJECT TO CHANGE IF CUSTOMER HAS NOT SUBMITTED A SIGNED COPY OF THIS AGREEMENT TO LEXISNEXIS ON OR BEFORE THE BEGINNING OF THE FIRST ORDER PERIOD UNDER THIS AGREEMENT. TO IMPLEMENT THIS AGREEMENT ON THE FIRST DAY OF A MONTH, LEXISNEXIS MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY CUSTOMER ON OR BEFORE THE 20<sup>TH</sup> DAY OF THE PRECEDING MONTH.

Account Representative Name:		Account Representative Number:	
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## LexisNexis Academic & Library Solutions Subscriber License Agreement

This Agreement ("Agreement") is entered into by and between LexisNexis, a division of Reed Elsevier Inc. ("LN"), with offices at 9443 Springboro Pike, Miamisburg, OH 45342 and the institution listed below ("Subscribing Institution").

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Name of Subscribing Institution, City, State or Country

**EFFECTIVE DATE:** \_\_\_\_\_

### DEFINITION OF TERMS

Services:	<Select One>
Subscription:	Access to and use of the Services by a single Subscribing Institution under the terms of this Agreement.
Materials:	All documents, bibliographic records, images, computer files, and other materials accessed through the Services.
Authorized Users:	<p>The following types of users are considered Authorized Users, permitted to use the Service in accordance with the terms and conditions of this Agreement</p> <p><b>Higher Education Institutions:</b> Enrolled students, active instructors, active faculty, and administrative staff. In addition, unaffiliated, walk-in library patrons may be Authorized Users provided that they are using the Services on-site at the Subscribing Institution's library and all use of the Services is occasional and insubstantial, initiated by the patron, consistent with their use of other library resources and is not deemed by LN to be detrimental to the interests of LN or its content providers ("Authorized Walk-In Users"). Any person, other than an Authorized Walk-In User, who does not possess an authorized and valid college or university identification, is not an Authorized User.</p> <p><b>Primary and Secondary Education Institutions:</b> Enrolled students, and current teaching and administrative staff.</p> <p><b>Public Library Systems:</b> Staff of the library system, registered patrons of the library, library patrons using the Services on-site at the library.</p> <p><b>State Libraries:</b> Staff of the library system, registered patrons of the library, library patrons using the Services on-site at the library.</p> <p><b>Additional Authorized Users for All Types of Subscribers:</b> Other researchers designated by the Subscribing Institution and approved by LN.</p>
Subscription Period:	Begins on the Effective Date and continues for a period of one year. May be extended or renewed as agreed between LN and Subscribing Institution.
Subscription Specifics:	<p>The following are the Subscription Specifics for this Agreement:</p> <p>FTE Enrollment as of the Effective Date of this Agreement:</p> <p>Fees/Annual commitment are determined for Subscribing Institution, as a member of the library/academic consortium serviced by _____ (or any successor), in accordance with the terms of the Agreement with LN covering such consortium's members.</p>

## **1. SCOPE, TERM, AND TERMINATION**

1.1 This Agreement governs all Services currently or in the future licensed to the Subscribing Institution by LN under this Agreement.

1.2 The Service(s) to be provided under this Agreement are specified above and shall commence on the Effective Date specified above and continue for a period of one year (the "Initial Subscription Period") and may be extended or renewed as agreed between LN and Subscribing Institution.

1.3 This Agreement shall commence on the Effective Date and will continue as provided in Section 1.2 above; provided, that either party may terminate this Agreement as set forth below in this Section 1.3. In the event of a breach by either party to this Agreement of its obligations hereunder, the non-breaching party may give written notice to the other party setting forth with specificity the nature of such breach. The breaching party shall have 30 days from its receipt of such notice to cure such breach (the "Cure Period"). If the breaching party fails to cure such breach during the Cure Period, the non-breaching party shall until such breach is cured, have the right to terminate this Agreement on notice to the breaching party.

## **2. CONDITIONS OF USE OF THE SERVICES**

By accepting the Agreement, the Subscribing Institution agrees to abide by the terms and conditions contained herein for access to and use of the Services to which it currently subscribes and any Services it may subscribe to in the future regardless of whether the Subscription is licensed directly by the Subscribing Institution or by another entity, such as a consortium, acting on its behalf.

The Agreement must be signed by the Subscribing Institution, or its authorized representative, before gaining access to or use of the Services. Access to the Services will not be granted until the Agreement is signed.

## **3. GRANT**

LN hereby grants to the Subscribing Institution and its Authorized Users a non-exclusive, nontransferable, limited license to access and use for research purposes the Services licensed to the Subscribing Institution by means of a Purchase Order, either submitted by the Subscribing Institution or by another entity acting on its behalf. All research shall be directly connected to the educational activities of the Subscribing Institution. Any other use of the Services is STRICTLY PROHIBITED. The Services and any portion thereof shall remain the property of LN. Neither the Subscribing Institution nor its Authorized Users shall, or allow others to, create derivative products for resale. This license includes for each Authorized User:

a) The right to electronically display Materials to no more than one person at a time (no dissemination or redistribution via electronic bulletin boards, e-mail distribution lists, intranets, the Internet or similar electronic medium), subject to the Supplemental Terms for Specific Materials. This does not limit the number of simultaneous users who may access the Services at the same time. However, Authorized Users may display a portion of the Materials at any one time (i.e., cannot display all Materials contained in a Service at one time) to multiple parties for purposes of training and classroom instruction only. The Subscribing Institution may post a link to an article contained in the Service on an e-reserve list, whereby Authorized Users may retrieve the full text of a document from LN with their own identification number and password (e.g., may not post full text articles). The same aforementioned requirement will be applicable for "course packs" of Subscriber, where certain articles from LN are required reading for a particular course;

b) The right to download an insubstantial number of documents retrieved from the Services and store them in machine-readable form, primarily for one person's exclusive use (the Authorized User who downloaded the Materials), to the extent such storage is not further limited or prohibited by the Supplemental Terms for Specific Materials; and

c) The right to print documents retrieved from the Services.

d) Neither the Subscribing Institution nor its Authorized Users shall or permit others to access or use the Services in any manner whatsoever by any means other than the user interface provided by LN or an LN approved third-party supplier. Use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities. All access to and use of the Services via mechanical, programmatic, robotic, scripted or any other automated means is STRICTLY PROHIBITED.

To the extent permitted by applicable copyright law and not further limited or prohibited herein or by the Supplemental Terms for Specific Materials, Authorized Users, may make copies of Materials retrieved from the Services and distribute such copies. Except as specifically provided in the above license, Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Services. LN is responsible for displaying all copyright notices to Authorized Users before printing or downloading of the Materials can occur.

To the extent permitted by applicable copyright law and not further limited or prohibited herein or by the Supplemental Terms for Specific Materials, the Subscribing Institutions may make copies (including digital copies) of Materials retrieved from the Service and distribute the Materials and copies as part of a formal inter-library loan (ILL) program, where this program is administered directly by the Subscribing Institution, restricted to official ILL partner libraries, and operated in accordance with generally accepted practices for such programs.

#### **4. OWNERSHIP OF THE SERVICES**

All right, title, and interest (including all copyrights and other intellectual property rights) in the Services (in both print and machine-readable forms) belong to LN or its third party suppliers of Materials. The Subscribing Institution acquires no proprietary interest in the Services, Materials, or copies thereof.

Neither the Subscribing Institution nor its Authorized Users may use, or permit others to use, the Services or Materials in any fashion that infringes the copyrights or proprietary interests therein. Authorized Users may not remove or obscure the copyright notice or other notices contained in the Materials.

#### **5. RESTRICTIONS**

Authorized Users may not use the Materials to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

Use of the Services for commercial purposes is strictly prohibited. Access to the Services shall not be shared with unauthorized users under any circumstances whatsoever. Any unauthorized access permitted by the Subscribing Institution or its Authorized Users is prohibited. The Subscribing Institution will use reasonable efforts to prevent unauthorized users from accessing or using the Services.

All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

Subscribing Institutions that are Higher Education Institutions shall not encourage or promote the use of the Services by walk-in users, and shall cooperate with LN to identify and stop any use by walk-in users that is detrimental to the interests of LN or its content providers.

Other provisions that govern Authorized Users use of the Services are set forth in Terms and Conditions for use of LexisNexis Services and the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Services (collectively, the "Additional Terms"), all of which are incorporated by reference into this Agreement. The Terms and Conditions for use of LexisNexis Services and the Supplemental Terms for Specific Materials may be retrieved, viewed or printed at <http://www.lexisnexis.com/terms/general> or <http://www.lexisnexis.com/terms/supplemental> respectively.

#### **6. ACCESS TO THE SERVICES**

LN shall provide access to and use of the Services for Authorized Users only. The Subscribing Institution will not actively promote the use of the Services to unauthorized users. Access to the Services must be strictly controlled and limited to Authorized Users by one or more of the following methods:

- Internet Protocol ("IP") domain address filtering, whereby the Subscribing Institution provides LN with IP addresses registered to the Subscribing Institution and vouchsafes that these IP addresses are associated only with sites controlled by the Subscribing Institution.
- Proxy Server IP address filtering, whereby the Subscribing Institution provides LN with IP addresses of a proxy server belonging to or operated on behalf of the Subscribing Institution and vouchsafes that proxy server access is granted only to Authorized Users located at the Subscribing Institution or to remote users that have been authenticated as Authorized Users by the Subscribing Institution, using a secure patron authentication system.

- LN Remote Access Script, used by the Subscribing Institution under the terms and conditions of the Remote Access Addendum which must be signed and attached to this Agreement if Subscribing Institution intends to grant such access.
- LN Barcode Authentication System for Library Express Only.

## **7. COPYRIGHT/TERMS AND CONDITIONS**

Subscribing Institution and its Authorized Users hereby acknowledge that all copyright and title to the Materials and organization are and remain the property of LN or its third party suppliers of Materials. Any exceptions are identified in this Agreement. Subscribing Institution agrees to communicate the substance of the following statement (which may be changed in whole or in part by LN from time to time), to its users periodically:

"LexisNexis online services and the materials contained therein are under copyright by LexisNexis. All rights reserved. No part of these Services may be used except for research purposes, and the Services may not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of the LexisNexis Academic Library Solutions. Materials retrieved from the Services may not be duplicated in hard copy or machine-readable form without the prior written authorization of LexisNexis Academic & Library Solutions, except that limited reproduction of output is permitted solely for individual use by the Authorized User or internal distribution within the Subscribing Institution in accordance with the terms of this Agreement unless further limited or prohibited by the Copyright Act of 1976. Under no circumstances may the Materials or any portion thereof be used to create derivative products or services."

## **8. WARRANTY**

LN represents and warrants that it has the full right and authority to make the Services available to the Subscribing Institution and its Authorized Users pursuant to this Agreement.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT THE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN, AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **9. LIMITATION OF LIABILITY**

A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Services or any Materials available or not included therein, (b) the unavailability or interruption of the Services or any features thereof, (c) the Subscribing Institution's or Authorized User's use of the Services (regardless of whether assistance was received from a Covered Party in using the Services), (d) the Subscribing Institution or Authorized User's use of any equipment in connection with the Services, (e) the content of the Services, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

"Covered Party" means (a) LN, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. THE SUBSCRIBING INSTITUTION'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES, WHICH THE SUBSCRIBING INSTITUTION MAY HAVE AGAINST ANY COVERED PARTY.

THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

## **10. MISCELLANEOUS**

10.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes any and all prior agreements, understandings, representations, promises or warranties whether written, oral or otherwise.

10.2 These terms and conditions, including the Supplemental Terms for Specific Material, may be immediately changed by LN by providing the Subscribing Institution with written notice or, from time to time, by written agreement between the

parties. The Subscribing Institution's license for access to the Services may be terminated immediately upon written notice to LN if any change is unacceptable. In the event of a material breach that remains uncured, LN or the Subscribing Institution may terminate the subscription for access to the Services. The effective date of termination will be 30 days from the date notice of the specific breach is provided in the event of a material breach pursuant to Sections 3, 5, or 6 by the Subscribing Institution or an Authorized User, LN reserves the right to immediately suspend Subscribing Institution's access to and use of the Services without prior notice and to pursue any legal remedies available to LN.

10.3 If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect any of the other provisions of this Agreement and the parties will endeavor to replace the provision with a valid, lawful or enforceable one that most closely embodies the original intentions of the parties. Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power.

10.4 Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.

10.5 Headings are for the convenience of the parties and have no legal effect.

10.6 If any state or local sales, use, or similar taxes are under this Agreement, such taxes shall be charged to Subscriber Institution's account or the network or consortium as applicable. If such party is exempt from any such taxes, the tax shall not be charged upon receipt of a certificate of exemption.

10.7 Subscribing Institution may not assign this Agreement without the prior written consent of LN, which consent will not be unreasonably withheld.

10.8 Neither party may bring an action against the other party beyond two (2) years after the cause of action has occurred.

10.9 The following clauses shall survive the cancellation, expiration, or other termination of this Agreement: 4, 5, 7 and 9.

AGREED TO AND ACCEPTED BY:

**LexisNexis, a division of Reed Elsevier Inc.**

\_\_\_\_\_  
SUBSCRIBING INSTITUTION

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



<b>“Subscriber” Name:</b>	
<b>“LN”: LexisNexis, a division of RELX Inc.</b>	
<b>Effective Date:</b>	<b>Pack of 3 Courses</b> per year per Individual User
<b>Initial Period:</b> years	<input type="checkbox"/> Bill full amount at each anniversary.
<b>Total Individual Users - Initial Year:</b>	<input type="checkbox"/> Bill in monthly installments

Upon payment of the fees, LexisNexis, a division of RELX Inc. (“**LexisNexis**”) will provide access for Individual Users to view and listen to the Continuing Legal Education courses (“**Courses**”) Enterprise User have purchased, up to the number of Individual Users employed by Enterprise User.

As used in these Terms and Conditions:

**Accredited Course** means that the Course has been approved for Continuing Legal Education credit by the State’s CLE accrediting organization.

**Catalog** means a collection of courses available for your Individual Users as mutually agreed between you and LexisNexis.

**Enterprise User** means a corporate or other business or governmental entity that purchases access to an Enterprise Catalog on behalf of its Individual Users.

**Individual User** means an attorney , paralegal or other person employed by an Enterprise User on a full-time, part-time or long-term contractual basis (specifically excluding outside counsel), who may be subject to Continuing Legal Education requirements under the rules of the bar of any jurisdiction where licensed.

**Subscription Period** means the Initial Period, commencing on the Effective Date plus any renewals. This Agreement will automatically renew for additional successive one-year terms unless either party notifies the other of its intent not to renew not less than ninety (90) days prior to the end of the then-current term.

1. LexisNexis represents only that (a) the Courses have been registered or accredited with the CLE accrediting organization of the State(s) indicated (if labeled “accredited”) during the period specified, and (b) the completion of an Accredited Course will be reported to such states as properly requested. Other than the foregoing, all Courses are provided “as-is” without warranty of any kind, including any implied warranty of merchantability or fitness for a particular purpose.
2. LexisNexis does not warrant the accuracy or the appropriateness of the content of any Course.
3. You, and/or your Individual Users are solely responsible for Course selection and for determining the total number of Continuing Legal Education credits required in any reporting period and for determining what portion of those required Continuing Legal Education credits may be fulfilled by online Course work.
4. In order to receive Continuing Legal Education credits for any Course, an Individual User must complete the entire Course and submit a report of the number of hours earned to your State. In most states, LexisNexis will submit attendance reports as a Course Provider on your Individual Users’ behalf in addition to generating a Certificate of attendance for your Individual Users’ records, but if your Individual Users’ accreditation state requires self-reporting you will need to file the certificate of attendance available upon successful completion of the course pursuant to your state’s self-reporting instructions.



5. Individual Users are solely responsible for assuring that any credits earned are reflected in your State CLE transcript.

6. Enterprise User may allow each of its Individual Users to take the number of Courses from the Enterprise Catalog as set forth above, during the Subscription Period. Enterprise Users shall pay an annual fee for Individual Users and Courses as detailed on Exhibit A ("**Subscription Fee**").

7. All access and use of the LexisNexis website from which the Courses may be accessed and viewed is subject to the terms and conditions of use posted on the website at: [www.lexisnexis.com/terms](http://www.lexisnexis.com/terms).

8. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to the Courses or by signing below.

**LexisNexis, a division of RELX Inc.**

**(Enterprise User)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CUSTOMER INFORMATION (Please type or print):**

Physical Address		Invoice Address
Street Address:		
City:		
State:		
Zip:		
County:		
Telephone:		
Fax:		

**Exhibit A  
Subscription Fee**

<b>Description</b>	<b>Billgroup</b>	<b>Location</b>	<b>Number of Users</b>
Individual users (Primary Location)			
Individual Users (Secondary Location)			
Individual Users (Secondary Location)			
Individual Users (Secondary Location)			
Individual Users (Secondary Location)			
Individual Users (Secondary Location)			
Individual Users (Secondary Location)			
Individual Users (Secondary Location)			

	<b>CLE Monthly Subscription Fee</b>	<b>Dates</b>
<b>Initial Term</b>	\$	12 Months ( through )
<b>First Renewal</b>	\$	12 Months ( through )
<b>Second Renewal</b>	\$	12 Months ( through )

Check box if you want a separate invoice rather than a line item on your LexisNexis invoice.

Fees do not include taxes. On January 31<sup>st</sup> of each year, former employees of Enterprise User will be removed from the Individual Users' list and invoices going forward that year will be adjusted accordingly. Enterprise User must provide LexisNexis via e-mail to [LexisCLE@lexisnexis.com](mailto:LexisCLE@lexisnexis.com) with a spreadsheet of current users and an updated Exhibit B for each year so that adjustments can be implemented on or before January 9<sup>th</sup> of each year. Adjustment, if any, will be acknowledged by e-mail from LexisNexis to Enterprise User, and reflected on the invoices.

## User Agreement - Terms and Conditions of Use - Privacy Policy – Disclaimer

The use of [www.Law360.com](http://www.Law360.com) and all related and ancillary services and products (collectively, the “website” or “site”) is subject to the following terms and conditions. All of these may be changed or updated from time to time without notice by posting to <https://www.law360.com/terms>. Read this user agreement (“Agreement”) carefully before accessing the content on this website or any affiliated websites. By accessing this website, you are accepting and agreeing to, and are deemed to accept and agree to, the terms contained herein.

Terms and conditions below are current as of May 24, 2016. For the most recently updated version of these terms applicable to you, please visit <https://www.law360.com/terms>.

### 1. GENERAL RULES.

1.1. This Agreement is between Client (as defined below) and Portfolio Media, Inc. (“Portfolio Media”), publisher of Law360. This Agreement contains the terms and conditions for, and governs Client’s purchase and ongoing use of, certain of the news, media, data and related subscription services offered by Portfolio Media and subscribed to by Client (the “Services”), as indicated on Client’s Subscription Order Form (the “Subscription Form”) the terms of which are hereby fully incorporated herein and made a part hereof. By subscribing to or using the Services, Client agrees to abide by all of the terms and conditions of this Agreement, as it now exists and as may hereafter be amended. Without limiting the foregoing, the terms of this Agreement shall also govern, to the extent applicable, the use of any free daily e-mail newsletters signed up for, or subscribed to, by any Client, Authorized User or any free trial participant.

1.2. “Client” shall mean the individual or entity indicated on the Subscription Form on behalf of itself and all Authorized Users as such term is defined below. Client and Portfolio Media are sometimes referred to herein collectively as the “Parties” or individually as a “Party.” Without limiting the foregoing, the term “Client” shall also, as context requires, apply to any person that is accessing the publicly-available portions of the website or the Events Website (as defined below).

1.3. By accessing or using the Services, Client represents that Client is authorized to access and/or use the Services, and that the only individuals within Client’s organization accessing the Services are authorized and permitted to do so (each an “Authorized User”). Client and each Authorized User agrees to abide and be bound by all of the terms and conditions herein.

1.4. Client may not access or otherwise use the Services if Client is identified on, and Client may not provide access to the Services to any individuals identified on, OFAC’s list of Specially Designated Nationals, the UK’s HM Treasury’s Consolidated List of Sanctions Targets, or the EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions.

### 2. LAW360 CONTENT.

2.1. Scope of Services. The Services within the scope of this Agreement include only access to those Services indicated on the “Service Plan(s)” section of the Subscription Form and are provided subject to the terms of this Agreement. Certain other Law360 products and services may not be within the scope of this Agreement and may be governed by separate agreements and terms of service.

2.2. Scope of Use. The Services and their contents are intended for Client's personal, internal business, noncommercial, informational and/or educational use and may not be used for any other purposes, including Mass Distribution (as defined below).

2.3. Property of Portfolio Media. Except as explicitly provided in this Agreement, nothing herein shall be construed as granting or conferring on Client or any Authorized User any license or right, by implication, estoppel or otherwise, under any law (whether common law or statutory), rule or regulation, including, without limitation, those related to copyright or other intellectual property rights. Client acknowledges and agrees that title, ownership and all rights (including intellectual property rights) in and to the content of, and materials published on, the Services are and shall remain the property of Portfolio Media (or such other third party that may have granted Portfolio Media rights in such content).

2.4. Trademarks; Copyrights; Other Intellectual Property.

2.4.1. Law360 is a registered trademark of Portfolio Media. All of Portfolio Media's trademarks, service marks, and trade names, and the goodwill associated therewith shall remain the sole and exclusive property of Portfolio Media and, except as otherwise explicitly provided in this Agreement, may not be used, by Client without the express prior written consent of Portfolio Media.

2.4.2. All Services published and distributed by Portfolio Media are protected by copyright pursuant to U.S. and international copyright laws. Except as explicitly provided in this Agreement or with the express prior written consent of Portfolio Media (which may be granted or withheld in Portfolio Media's sole and absolute discretion), Client may not modify, publish, republish, transmit, retransmit, reproduce, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit or otherwise use, any of the content of the Services, including any images contained in the content of the Services (which, for the avoidance of doubt, may not be downloaded as stand-alone files), software or other computer-readable or computer-executable code, in whole or in part (collectively, the "Use Restrictions"). To the extent any action or usage constituting a violation of the Use Restrictions is otherwise explicitly permitted or authorized pursuant to this Agreement, such authorization is not intended to and shall not vest in Client any ownership interests or other rights of any kind beyond those expressly granted herein. Unauthorized use of the Services, including usage of the Services in violation of the Use Restrictions, shall be a material breach of this Agreement and may subject Client to legal action. Client agrees to abide by any and all additional copyright notices or restrictions contained in any content accessed via the Services.

2.4.3. **Digital Millennium Copyright Act ('DMCA') Notice.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If a Client or Authorized User has a good faith belief that materials hosted by the Portfolio Media infringe their copyright, they (or their agent) may send Portfolio Media a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed upon; (b) identification of the copyrighted work claimed to have been infringed upon (or if multiple copyrighted works located on the site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Portfolio Media to locate the material on the site; (d) the name, address, telephone number, and e-mail address (if available) of the complaining party; (e) a

statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If a Client or Authorized User believes in good faith that a notice of copyright infringement has been wrongly filed against them, the DMCA permits such person to send Portfolio Media a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov> for details. Notices and counter-notices with respect to the Website should be sent to Portfolio Media, Inc., Attn: General Counsel, 860 Broadway, 6th Floor, New York, NY 10003, (tel) (646) 783-7100, (fax) (646) 783-7161. Portfolio Media suggests that users consult their legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. It is Portfolio Media's policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

2.5. Guest Columns and User-Generated Content. Certain aspects of the Services may include access to guest columns or other user-generated content, including, without limitation, the "Expert Analysis" sections on the website (collectively, "User Content"). Client understands and agrees that User Content may include information, views, opinions, and recommendations of third parties unrelated to, and unaffiliated with, Portfolio Media and that such User Content is provided without any endorsement, recommendation or representation or warranty from or by Portfolio Media and is made available solely for educational and/or informational, noncommercial purposes. Without limiting the foregoing, Portfolio Media is not responsible for the accuracy or legitimacy of such User Content and shall have no liability whatsoever to Client with respect thereto. Client shall be responsible for, and shall hold Portfolio Media harmless from, any use of User Content. Client further agrees that it shall be Client's sole responsibility to verify and/or confirm any information contained in the User Content prior to relying on it, in connection with which Client assumes all risk. Portfolio Media reserves the right to remove or modify User Content without notice to Client.

2.6. User Comments. The Services may be presented in such a way as to permit visitors to the website or users of the Services, who may be unaffiliated with Portfolio Media, to post or publish comments ("Comments") with respect to certain published content. Client understands and agrees that with respect to any Comments, Portfolio Media and the Services act merely as a passive conduit for any and all communication and/or distribution of information, and Portfolio Media does not control the Comments. Portfolio Media cannot and will not evaluate, and shall not be responsible for, the accuracy, reliability, completeness, veracity or suitability of any Comments or for verifying the identity of anyone posting a Comment. While Portfolio Media will endeavor to monitor Comments on the Services and flag and/or remove Comments which Portfolio Media finds unsuitable (as determined in its sole and absolute discretion) Portfolio Media shall be under no obligation to do so and shall have no liability to any party for failure to monitor or remove any Comments or User Content. Prior to being granted access to post Comments, individuals may be required to input or provide certain data or information, including (without limitation) their name and/or email address which may be displayed in connection with their Comment; Portfolio Media reserves the right to impose any additional restrictions or requirements with respect to Comments in its sole discretion.

2.7. Third-Party Websites. Certain aspects of, or links contained on, the Services may link to websites or services operated by parties other than, and unaffiliated with, Portfolio Media. Such links are provided for Client's convenience only. Portfolio Media does not control such third-party websites and is not responsible for any content thereon, including with respect to any comments posted on such third-party

websites. Portfolio Media's inclusion of links to such third-party websites does not amount to or imply any endorsement or warranty of the material on such sites or any association with their owners or operators. Client agrees that Portfolio Media is not responsible for any such third-party websites and services or any content thereon and agrees to hold Portfolio Media harmless from any and all claims or liability arising from Client's use of such third-party websites or services. Any concerns or questions related to third-party websites should be directed to the webmaster or other appropriate contact person for such third party.

### 3. SUBSCRIPTION AND PAYMENT TERMS; TERMINATION.

3.1. Subscription Form. The terms and conditions of this Agreement are expressly incorporated into and made a part of each of Client's Subscription Form(s) which set forth payment terms, the Subscription Fee and a description of the Services to which Client has subscribed. Client hereby agrees to pay the Subscription Fee for the Services as invoiced after receipt by Portfolio Media of a signed Subscription Form, failure of which shall be a breach of this Agreement that may result in suspension or termination of Client's access to Services. The Subscription Fee is non-refundable.

3.1.1. Purchase Orders. If Client issues a purchase order or other similar document relating to payment for Client's subscription to the Services, Client agrees that such purchase order or other similar document, and any terms related to registration on Client's procurement site for purposes thereof, shall be for Client's internal purposes, (i.e., administrative convenience) only and shall not modify or affect any of the terms or conditions of the Agreement between Client and Portfolio Media relating to the Services.

3.2. Breach. Client's breach of any obligations under this Agreement may result in immediate termination of this Agreement and immediate suspension or termination of Client's access to the Services; provided that with respect to any non-monetary, curable breach, Portfolio Media will use commercially reasonable efforts to notify Client of, and grant Client the opportunity to cure such breach, although it shall be under no obligation to do so. In the event of such breach, Client shall remain liable for, and Portfolio Media shall not be obligated to refund or credit, any fees incurred for the full contract term as set forth in the Subscription Form. Without limiting the foregoing, Client acknowledges and agrees that any action in violation of the Use Restrictions shall be an incurable breach of this Agreement.

3.3. Limited Rights after Termination. In the event of termination of this Agreement for any reason other than a violation of the Use Restrictions, Client may retain for its personal, noncommercial use, any materials or content of the Services that have already been delivered; provided, however, that Client agrees to be bound by the restrictions on distribution and dissemination of the content of the Services provided herein (including, without limitation, the Use Restrictions) even after termination of the term set forth in the Subscription Form. In the event of a termination resulting from a breach of the Use Restrictions, Client shall promptly return to Portfolio Media, or destroy (and provide Portfolio Media with a certification of destruction in compliance with this Section 3.3 by an officer or authorized person of Client) any and all materials or content of the Services in Client's possession or control within thirty (30) days of such breach.

3.4. Rights Regarding Section Reorganization and Website Reconfiguration. Client agrees and acknowledges that Portfolio Media reserves the right, in its sole and absolute discretion, to amend, alter, reorganize, reconfigure or otherwise change the interface, sections (and names of sections) and banners of legal news and data on the site (any such change, a "Section Reorganization"), provided that

any such Section Reorganization shall not materially degrade the Client's access to information or services that are substantially similar to the Services for which Client subscribed pursuant to the Subscription Form.

#### 4. ACCESS AND AVAILABILITY OF SERVICES.

##### 4.1. Limited Right to Use, Save, and Distribute.

4.1.1. Except as provided herein, Client shall not use, save or distribute the content of the Services without the express prior written consent of Portfolio Media.

4.1.2. Client agrees not to grant access to the Services to any person other than an Authorized User and to safeguard and, to the extent provided, maintain the confidentiality of its username and password. Client is responsible for ensuring compliance with the foregoing by each Authorized User in Client's organization. Client shall have a limited right to save the content of the Services for its personal, internal business or other noncommercial use. Client shall have, subject to Section 4.1.3. (Mass Distribution), a limited right to distribute the content of the Services to business associates, clients, and prospective clients or their respective representatives, agents, or assigns provided that Client has a reasonable basis to believe that such selective distribution may be useful or helpful to the recipient for a particular purpose. The foregoing limited right to distribute is limited to personal communications to clients, such as email or letters, and does not include the right to engage in any Mass Distribution (as defined below). Any other distribution of the content of the Services is prohibited without the express prior written consent of Portfolio Media.

4.1.3. Mass Distribution. Client shall not engage in any Mass Distribution (as defined below) without the express prior written consent of Portfolio Media. Without limitation to any and all other remedies available to Portfolio Media (which are hereby expressly reserved), unauthorized Mass Distribution by Client shall be immediate grounds for suspension of Client's account and/or termination of Client's access to the Services. As used herein, 'Mass Distribution' means (i) the use, publication or inclusion of any content or materials (in whole or in part) obtained through use of the Services in (x) any press releases, blog postings, newsletters, articles, bulletin boards, or any other publicly accessible publications or (y) any communication by any Authorized User of Client (including, without limitation, via email or facsimile) containing specific content of the Services that is addressed to more than ten (10) individuals that are not Authorized Users (e.g., the simultaneous transmission of any article or other content of the Services to more than 10 recipients by any one Authorized User); (ii) setting up, creating, configuring or automating any email (or other) alert functionality of the Services on behalf of any non-Authorized User or utilizing email auto-forwarding or any similar email filter or functionality to distribute the content of any Services (including alerts) to any non-Authorized User, (iii) utilizing, configuring or distributing any of the content (in whole or in part) of the Services for marketing and/or promotional purposes or otherwise establishing or allowing establishment of the Services as a service bureau for any third party or non-Authorized User (iv) otherwise using or configuring the Services in any manner that (x) replicates, or seeks to replicate, in whole or in part, the Services on behalf of or for the benefit of any non-Authorized User or (y) undermines the ability of Portfolio Media, as determined in its sole and absolute discretion, to market or sell any of its services, including the Services, to any third party. Without limiting the foregoing, if Client, or any Authorized User of Client, desires to transmit a particular item or story contained in the Services to more than ten (10) individuals outside of Client's organization, Client must purchase a Law360 Reprint Package. More information about Law360 Reprint Packages can be found [here](#).

4.1.4. Any content otherwise permitted to be distributed pursuant to Section 4.1 must not be altered, abbreviated, or edited in any fashion without the prior express written consent of Portfolio Media; provided that, subject to the restrictions on Mass Distribution contained herein, Client shall have the limited right to use or excerpt brief quotations from such content so long as all such content is properly attributed to Portfolio Media and any other copyright owner identified in the content. All content of the Services permitted to be distributed by this Agreement must be clearly marked as originating from Portfolio Media and must preserve all original copyright and other notices contained thereon. Any copyright notice appended by Client to distributed content of the Services should be in a form substantially similar to the following: "Copyright [Current Year] Portfolio Media, Inc. Content may not be shared, reproduced, modified, published, distributed, or otherwise recreated in any fashion without the express prior written consent of Portfolio Media, Inc. For inquiries about this article, please contact [customerservice@law360.com](mailto:customerservice@law360.com)."

4.1.5. The provisions of Section 4.1 shall survive the termination, cancellation, or expiration of the term set forth in the Subscription Form.

4.2. Unlawful Use Prohibited. Client agrees not to use the Services for any unlawful purpose. Portfolio Media reserves the right to terminate Client's access to the Services if Client's use of the Services violates or, in Portfolio Media's sole and absolute discretion, is likely to violate, any laws, regulations, or rulings, infringes upon another person's rights, or violates the terms of this Agreement.

4.3. Sole Responsibility. Client shall be solely liable for any damages resulting from any infringement of copyrights, trademarks, proprietary rights, or any other claims, damages or liability arising from or in connection with Client's distribution or dissemination of any portion or content of the Services and agrees to hold harmless and indemnify Portfolio Media with respect thereto.

4.4. Technical Requirements. Client acknowledges and agrees that all features and content of the Services are subject to availability of a suitable or adequate internet connection, valid email account, computer equipment, and sufficiently available bandwidth at the time of Client's attempted use or access. Client shall be solely responsible for procuring the necessary computer equipment and internet connection required for accessing and using the Services. Client shall hold Portfolio Media harmless from any failure or inability to access the Services resulting from Client's failure to procure any such necessary equipment or services.

4.5. Publication Holidays. Client acknowledges and agrees that Portfolio Media may, in its sole discretion, opt to not publish or otherwise make available the Services, either in whole or in part, on any United States holiday or on any court holiday. Portfolio Media may, in its sole discretion, determine to change, add, or remove publication holidays hereunder.

4.6. Downtime; Service Outages or Unavailability. Client agrees and acknowledges that the Services may be interrupted or unavailable during Downtime (as defined below). Portfolio Media shall use commercially reasonable efforts to restore Services after any interruption caused by Downtime. Portfolio Media shall not be liable for, and Client agrees to hold Portfolio Media harmless from, any service interruption or unavailability of the Services as a result of Downtime, events beyond the reasonable control of Portfolio Media (including any Force Majeure Event), anticipated or scheduled maintenance of the Services or website, the publication holidays identified in Section 4.5 above or otherwise. Without limiting the foregoing, Portfolio Media shall not be responsible for (i) delivering or



otherwise providing access to any Services that were published during Downtime or otherwise retroactively restoring, or reimbursing Client for, any content published during such Downtime (whether or not such content is subsequently available on the Services after such Downtime) or (ii) any interruption to the Services caused by Client or Client's service provider(s) or other vendor(s) providing services to Client, for which Client assumes all liability and responsibility. For purposes of this Agreement, "Downtime" shall mean a malfunction in a core component of the Services, the loss of a material function of the Services, or any other action that prevents Client's access to or use of the Services, which malfunction or loss was caused solely by a failure of the Services or Portfolio Media's computer or server equipment controlling the same.

## 5. REGISTRATION, SECURITY, AND PRIVACY.

5.1. As part of the registration process, Client will be required to provide Portfolio Media with certain registration information, all of which must be accurate and updated, and which may include, without limitation, an authorized contact person's name; business address; business phone number; facsimile number; e-mail address; etc.

5.2. Portfolio Media is committed to protecting its clients' privacy. Portfolio Media uses the information it collects about clients to enhance the quality of the services that it provides. Technologies are rapidly changing as are the services that Portfolio Media offers. Therefore, these policies are subject to change. By using the Services, Client consents to the collection and use of this information by Portfolio Media. Sometimes, Portfolio Media may request that Client verify the information collected, either by sending Client an e-mail to check an online database or by mail, facsimile or telephone. Portfolio Media does not sell, trade, or rent its subscribers' personal information to others. Portfolio Media may provide aggregate statistics about its customers, sales, traffic patterns, and related site information to others, but these statistics will include no personally identifying information. Notwithstanding the foregoing, Portfolio Media may release account information when it believes, in good faith, that such release is reasonably necessary to (i) comply with law, (ii) enforce or apply the terms of any user agreements or (iii) protect the rights, property or safety of Portfolio Media, its users, or others. [Click here](#) to view our privacy policy.

5.3. Client hereby agrees to maintain as confidential and not disclose any username or password to any person not within the scope of Client's subscription for Services, subject to the terms of this Agreement and as indicated on Client's Subscription Form. Portfolio Media may change Client's password at any time, provided that Portfolio Media shall provide Client with written notice of such change prior to, or as soon as reasonably practicable after, such change.

5.4. Client agrees and acknowledges that under certain circumstances, Portfolio Media may store Client's IP address(es) or other information transmitted by Client's computer(s) or network as are reasonably necessary for Portfolio Media to identify Client and provide access to Services.

5.5. Client assumes full and total responsibility for all usage or activity on Client's account, including use of Client's account by any third party, whether or not authorized by Client, and agrees to indemnify and hold Portfolio Media harmless from any claims arising from or as a result of such usage. Client shall immediately notify Portfolio Media of any known or suspected unauthorized use of Client's account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of Client's account information and agrees to fully cooperate with Portfolio Media in good faith and as reasonably required to remedy such security breach.

## 6. REPRESENTATIONS AND WARRANTIES.

6.1. Client agrees that it shall take any other means reasonably necessary to ensure compliance with this Agreement by any and all employees or authorized users of the Services.

6.2. CLIENT AGREES THAT THE USE OF AND ACCESS TO THE SERVICES IS STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND PORTFOLIO MEDIA SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, WITH RESPECT TO THE OPERATION OF THIS WEBSITE, THE CONTENT OR INFORMATION CONTAINED THEREIN, OR THE SERVICES. NO WARRANTY OF ANY KIND IS IMPLIED REGARDING REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY PORTFOLIO MEDIA. PORTFOLIO MEDIA MAKES EVERY REASONABLE EFFORT TO ASSURE THAT ALL INFORMATION PUBLISHED BY IT IS CORRECT; HOWEVER, PORTFOLIO MEDIA DISCLAIMS ANY LIABILITY FOR ERRORS IN THE SERVICES. AS A SUBSCRIBER, CLIENT ASSUMES THE RISK OF POSSIBLE ERRORS CONTAINED IN THE SERVICES. CLIENT AGREES TO INDEPENDENTLY VERIFY ANY INFORMATION IT INTENDS TO RELY UPON, AND, IF REASONABLY NECESSARY, CLIENT SHOULD SEEK THE ASSISTANCE OF AN ATTORNEY IN DOING SO. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY AND IN NO EVENT SHALL PORTFOLIO MEDIA AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUCCESSORS, AND ASSIGNS ("THE PORTFOLIO MEDIA PARTIES") BE LIABLE, JOINTLY OR SEVERALLY, TO CLIENT OR ANY OTHER PERSON AS A RESULT OF CLIENT'S ACCESS OR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SAVINGS, AND LOST REVENUES, OR OTHER PECUNIARY LOSS (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PORTFOLIO MEDIA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PORTFOLIO MEDIA PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL PORTFOLIO MEDIA BE LIABLE FOR ANY CLAIM, LOSS, COST, EXPENSE, OR DAMAGE WHATSOEVER TO CLIENT OR ANY THIRD PARTY IN AN AMOUNT EXCEEDING THE SUM OF THE SUBSCRIPTION FEES ACTUALLY PAID UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH PORTFOLIO MEDIA IS NOTIFIED OF SUCH CLAIM IN WRITING.

6.3. Indemnification. Client agrees to indemnify, defend, and hold harmless Portfolio Media and its officers, directors, employees, affiliates, agents, licensors and suppliers from and against all claims, actions, proceedings, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising or resulting from: (i) the use of or reliance on any information, material, or content of the Services by Client or any third party to whom Client has provided such information, material, or content, regardless of whether or not such information, material or content contained any errors or omissions and whether or not Portfolio Media was aware or should have been aware of any such errors or omissions; (ii) Client's violation or breach of this Agreement; (iii) Client's negligent acts or omissions or willful misconduct; or (iv) any allegation that Client's use of or access to the Services infringes upon the patent, trademark,

copyright, trade name, trade secret, or other proprietary rights of any third party. Client's duty to indemnify, defend and hold harmless Portfolio Media under this Agreement shall survive the termination, cancellation, or expiration of the term set forth in the Subscription Form.

## 7. MISCELLANEOUS.

7.1. No Legal Advice. None of the Services provided by Portfolio Media are, nor are intended to be, legal, accounting or other professional advice or a substitute for advice of an attorney, accountant or any other professional. Client agrees and acknowledges that the content of the Services is intended only as news and general legal information and is not intended to be, and should not be relied upon as, legal advice. Portfolio Media shall not be liable, and shall be held harmless, for any errors or omissions in the Services, and Client assumes all risks and liabilities in relying on the Services, contributing to a third party's reliance on the Services, or inducing a third party to rely upon the Services. All content of the Services should be independently verified by Client. If legal advice or other expert assistance is required, Client will obtain the services of a competent, professional person, and will not rely on information provided on the Services as a substitute for such advice or assistance. No attorney-client relationship exists or shall be deemed to exist between Client (or any Authorized User) and Portfolio Media.

7.2. Governing Law and Venue. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. Any action or proceeding between Client and Portfolio Media relating to or arising out of this Agreement or use of the Services shall be commenced and maintained exclusively in the state or federal courts in the State of New York, and Client hereby consents to the exclusive jurisdiction and venue of any state or federal court in the State of New York.

7.3. Waiver of Jury Trial. THE PARTIES HERETO, ON BEHALF OF THEMSELVES AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AGREE THAT ANY SUIT, ACTION, DISPUTE OR PROCEEDING, WHETHER BY CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST ANY PARTY HERETO OR ANY HEIR, EXECUTOR, ADMINISTRATOR, SUCCESSOR OR ASSIGN OF ANY PARTY HERETO, ARISING OUT OF, CONCERNING OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF THE SERVICES, OR ANY FACTS OR CIRCUMSTANCES IN WHICH THIS AGREEMENT OR SERVICES IS INVOLVED IN ANY WAY, SHALL BE TRIED WITHOUT A JURY. EACH PARTY HEREBY KNOWINGLY, EXPRESSLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY SUCH SUIT, ACTION, DISPUTE OR PROCEEDING, TO THE FULLEST EXTENT PERMITTED BY LAW.

7.4. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective permitted successors or assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

7.5. No Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent; provided, however, that either party may assign this Agreement to a successor in interest in the event of a reorganization, merger, consolidation or sale of all or substantially all of its assets or stock. Any assignment in violation of this section is null and void, ab initio.

7.6. Severability. If any provision of this Agreement is declared void or unenforceable by any court of competent jurisdiction in a final, non-appealable order or judgment, then all remaining provisions of this Agreement shall remain in full force and effect unless otherwise agreed to in writing by the Parties.

7.7. Waiver; Remedies Cumulative. The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by Portfolio Media in exercising any right, power, or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege or any future exercise thereof, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power or privilege, or the exercise (or future exercise) of any other right, power, or privilege.

7.8. Headings. Headings or titles to sections or subsections in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any part hereof.

7.9. Compliance with Laws. Client shall ensure that any activities undertaken by Client (or by any Authorized User) pursuant to this Agreement and any use of or access to the Services shall comply with all laws, rules, and regulations of the United States and other applicable jurisdictions, as such may be amended and in effect from time to time. Without limiting the foregoing, Client recognizes the global nature of the Internet, and further agrees to comply with all local rules regarding online conduct and acceptable content. Specifically, Client agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client may reside or access the Services.

7.10. Notices. Subject to Section 7.11, all notices, consents, communications, and transmittals under this Agreement shall be in writing and shall be deemed received on the day of delivery if delivered by hand, by nationally recognized overnight courier or delivery service, or by facsimile (with written confirmation of the completed transmittal); or within three (3) business days if mailed by United States mail as certified or registered mail with return receipt, postage prepaid, addressed to the party to whom such notice is given at the address of such party stated in the Subscription Form.

7.11. Consent to Communication. Client agrees that Portfolio Media reserves the right to send electronic or paper mail to Client for the purpose of informing Client of changes or additions to the Services or this Agreement. Client further agrees that from time to time Portfolio Media may contact Client via electronic or paper mail for the purpose of soliciting feedback or participation in user surveys relating to the Services. Any information obtained from Client will not be shared with any third parties except in aggregate form, in which case Client will not be identified in any manner as a respondent. Client shall have no obligation to participate in or respond to any such survey.

7.12. Force Majeure. Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, explosion, fire, flood, unusually severe or abnormal weather, embargo, catastrophe, sabotage, utility or transmission failures, strikes, lockouts or other labor difficulties, governmental actions, prohibitions or regulations, voluntary or involuntary compliance with any law or request of any governmental authority, national emergencies, insurrections, riots, wars or other civil disturbances, acts of terrorism, viruses or network outages, which did not result from the acts or omissions of such Party, its employees or agents ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

7.13. Entire Agreement. This Agreement, together, if applicable, with Client's Subscription Form, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes

all prior or contemporaneous agreements, representations, and understandings of the Parties, whether written or oral. There are no representations, promises, warranties, covenants, or undertakings other than those contained in this Agreement or the Subscription Form.



<b>“Subscriber” Name:</b>
<b>Account Number:</b>
<b>“LN”:</b> LexisNexis, a division of RELX Inc.

**1. LexisNexis Newsdesk Agreement**

LexisNexis, a division of RELX Inc. (“LN”) grants Subscriber a non-exclusive, non-transferable limited license to access and use the LexisNexis Newsdesk Service pursuant to the terms set forth in the attached Exhibit A, LexisNexis Newsdesk Terms and Conditions, which are incorporated herein by reference.

**2. Term**

The Term of this Agreement will commence on the date Subscriber’s account is activated and will continue for a non-cancelable term of \_\_\_\_\_ years (the “Term”).

**3. Newsdesk Platform Service Fees; Base Product Pricing Table**

3.1 During the Term, Subscriber’s monthly commitment (“Monthly Commitment”) for access to and use of the Newsdesk Services shall be the amount set forth in the table below.

Product* (Check applicable)	Number of Newsdesk Administrator Users (“Admin User”) and Authorized Readers (“Readers”)
<input type="checkbox"/> Newsdesk (NDBASE) <input type="checkbox"/> LexisNexis Newsdesk (NDBASE + WHLNIP)	Number of Admin Users (Each Admin User can send reports to up to 25 Readers)
Period	Monthly Commitment
to	\$
to	\$
to	\$
to	\$
to	\$

\* Each Admin User gets 25 alerts/newsletters/exports/archives (maximum of 5 exports), 5 source additions, and the ability to send to up to 25 Readers.

**4. Newsdesk Add-On Service Fees; Add-On Product Pricing**

During the Term, Subscriber may elect the optional Newsdesk Services set forth in the table below. For each add-on elected, the corresponding amount will be billed to Subscriber on the basis set forth in the table below. The Add-on Product Pricing is in addition to Subscriber’s Monthly Commitment.

Product	Pricing / Billing Frequency
Twitter (includes Setup, Keywords, and 5 Million Tweets) Per Firm Fee	\$      annually
Broadcast Media Number of Administrators: Regions Elected: US	\$      monthly
Source Additions Number of Websites to be Added:	\$      one-time fee

**5. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before \_\_\_\_\_.

**6. Confidential Information**

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

**7. Miscellaneous**

This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to LexisNexis Newsdesk.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT. AGREED TO AND ACCEPTED BY:**

<b>Subscriber:</b>
[ALL FIELDS BELOW MUST BE COMPLETED BY SUBSCRIBER]
<p><b>Authorized Subscriber Signature:</b></p> <p style="text-align: right;">_____</p> <p><b>Printed Name:</b> _____</p> <p><b>Job Title:</b> _____</p> <p><b>Date:</b> _____</p>

**SUBSCRIBER INFORMATION\***

(Please type or print)

**Organization Name:**

(Full Legal Name)

**Contact Information:**

IP Address:

Physical Address:

City:

State:

Zip:

County:

Country:

Telephone No.:

Fax No.:

**Invoice Address:**

Physical Address:

Email Address:

**Installation Contact:**

**Billing Contact:**

Name:

Name:

Telephone No.:

Telephone No.:

Email Address:

Email Address:

**Policy/Legal Notification Contact:**

**Scheduling/Training Contact:**

Name:

Name:

Telephone No.:

Telephone No.:

Email Address:

Email Address:

**Parent Company (if applicable):**

**Type of Organization (check or complete all that apply):**

Publicly Traded Company

Ticker Symbol:

Exchange:

Private Corporation

Sole Proprietor

Partnership/LLC

Law Firm

No. of Attorneys:

Practicing Area of Law:

No. of Employees:

No. of Years in Business

No. of Years at Address:

If less than 6 months at an address, provide previous address:

Physical Address:

City:

State:

Zip:

County:

Country:

**Additional Information:**

Business/Professional License No.:

Employer Identification No.:

Date Issued/Expiration Date:

Issuing State:

Dun & Bradstreet No. or Martindale-Hubbell Rating:

Tax Exempt:  Yes (attach Sales Tax Exemption Certificate)  No

Organization Web Address:

It is Subscriber's responsibility to (and Subscriber will) promptly notify LN of changes to the above Subscriber Information.



## Exhibit A

### LexisNexis® Newsdesk Terms and Conditions

#### 1. Definitions

In these LexisNexis Newsdesk Terms & Conditions ("Terms and Conditions" the following terms shall have the following meanings:

**1.1 "Access Link"** means a link to access discrete, full-text articles and materials available through the Newsdesk Services including without limitation, the LN Supplied Content and the Web Content. Access Links are developed by LN or its affiliate, Moreover Technologies, Inc., ("Moreover"). Subscriber shall not modify any Access Link.

**1.2 "Administrator User"** means an authorized user of the Newsdesk Services who may select the Newsdesk Supplied Content, Web Content and Subscriber Provided Content to be displayed to the Authorized Readers on Subscriber's Intranet or through the other distribution features set forth in this Amendment.

**1.3 "Authorized Reader"** means an employee, temporary employee, or contractor of Subscriber for which Subscriber has purchased a Reader License under the Agreement so that Authorized Reader may view full text articles.

**1.4 "Subscriber Provided Content"** means content owned by Subscriber or licensed to Subscriber by third parties other than LN, which Subscriber makes available through the Newsdesk Services or such other services provided by LN under this Agreement.

**1.5 "Subscriber's Intranet Website"** means Subscriber's internal website accessible only to Subscriber's employees, temporary employees and/or contractors. No other parties shall have access to the Intranet Website.

**1.6 "Fees"** means all fees to be paid by Subscriber to LN as set forth in the LexisNexis Newsdesk Agreement to which this Exhibit is attached (the "Agreement").

**1.7 "Intellectual Property Rights"** means all copyright and other intellectual property rights, however arising and in whatever media, whether or not registered or capable of registration, including (without limitation) patents, trademarks, service marks, trade names, design rights, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world.

**1.8 "LN Supplied Content"** means content from the LexisNexis Online Services which is selected by LN in its sole discretion and made available by LN under this Agreement for use by Subscriber solely as specified in this Agreement; LN Supplied Content, as of the Effective Date, is identified in Exhibit B.

**1.9 "Marks"** means trademarks, service marks, trade dress, logos, trade names internet domain names, designs and slogans pertaining to LN, Newsdesk and Newsletter.

**1.10 "Newsdesk Reader"** is a feature of the Newsdesk Services that enables Administrator Users to make a limited number of select articles from LN available to Authorized Readers on the Subscriber's Intranet or via the Newsletter Feature.

**1.11 "Newsdesk Services"** means the LN news portal interface that provides news search tools, e-mail alerts and other services selected by Subscriber in the Agreement with the Newsdesk Supplied Content, Web Content and Subscriber Provided Content (if any), including the related Access Links made available to Subscriber.

**1.12 "Newsdesk Supplied Content"** means that (i) LN Supplied Content, (ii) other content licensed by third party content providers to LN or Moreover and (iii) content developed by or for LN or Moreover. Newsdesk Supplied Content may be deleted, modified, added to, replaced or otherwise changed by LN as it may determine.

**1.13 "Newsletter Feature"** means the Newsdesk Reader feature which allows the Administrator Users to select Documents to be included in an electronic newsletter (directly or through Access

Links) (the "Newsletter") which will be emailed to the Authorized Readers from LN to the email addresses provided by the Administrator Users. Subscriber and the Authorized Readers are prohibited from further forwarding or distributing the Newsletters or Documents included therein.

**1.14 "Reader License"** means the license granted by LN that authorizes the Authorized Readers to view, via an Access Link, the full-text of articles provided in the Newsdesk Reader, but does not permit the Newsletter Reader User to conduct searches in the Newsdesk Services or otherwise.

**1.15 "Source Addition"** means a specific source of content that Subscriber requests that LN establish as a Source Site and which LN agrees in writing to provide.

**1.16 "Source Article"** means any content (including without limitation text and graphics) that is accessible via a Access Link.

**1.17 "Source URL"** means the URL for a single page on a web site where a Source Article is published.

**1.18 "Term"** has the meaning set forth in the Agreement.

**1.19 "Web Content"** means any content, including online news articles and press releases, web posting by third parties relating to a Source Article and/or Source URL which are accessible through the Newsdesk Services for display generally via an Access Link.

#### 2 Use of Newsdesk Services

##### 2.1 Newsdesk Service and Administrator Users

2.1.1 LN grants Subscriber and the Newsdesk Editors a nonexclusive, nontransferable, limited right to access and use the Newsdesk Services for research purposes.

2.1.2 Subscriber's Administrator Users will choose the Newsdesk Supplied Content for display on Subscriber's Intranet and through other features of the Newsdesk Reader as authorized by the Agreement, including, without limitation, emailing Access Links to Authorized Readers (which Access Links will direct the Newsletter Reader User to LN to view the full text of Documents from LN Supplied Content and otherwise distributing documents to Authorized Readers via Newsletter). Subscriber's Newsdesk Authorized Readers may view Newsdesk Supplied Content displayed on Subscriber's Intranet or distributed electronically through the functionality of the Newsdesk Reader.

##### 2.2 Newsdesk Reader and Authorized Readers

LN grants Subscriber and its Authorized Readers the right to access and use the Newsdesk Reader and the right to use the Newsdesk Supplied Content through the functionality of the Newsdesk Reader. The Newsdesk Supplied Content may be displayed for each Newsletter Reader User's individual use only and not for further distribution, dissemination, or display except as expressly provided herein.

##### 2.3 Delivery; Authorized Users

2.3.1 LN shall provide the Newsdesk Services to Subscriber via the lexis.com website or such other websites as may be specified by LN from time-to-time.

2.3.2 Only Subscriber's employees, temporary employees, partners/members, and contractors performing work exclusively for Subscriber (to the extent those categories of persons are appropriate to Subscriber's situation) are eligible to access and use the Newsdesk Services ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers, and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized Users" means an Eligible Person whom Subscriber has identified to LN as a Administrator User or a Reader User for purposes of issuing an LN ID. Subscriber agrees that each ID issued by LN for use of Newsdesk Services ("LN ID") may only be used by the Authorized User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will

promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User is no longer an Eligible Person or Subscriber otherwise wishes to terminate the Authorized User's access to the Newsdesk Services. Subscriber is responsible for all use of the Newsdesk Services accessed with LN IDs issued to Subscriber's Authorized Users, including associated charges, whether by Authorized Users or others. Subscriber will use reasonable commercial efforts to prevent unauthorized use of LN IDs assigned to its Authorized Users and will promptly notify LN, in writing, if Subscriber suspects that an LN ID has been lost, stolen, compromised, or misused.

**2.4 Conditions and Limitations on the Use of Newsdesk Services.** Subscriber's use of the Newsdesk Services is subject to the following restrictions:

2.4.1 The rights set out herein are limited to the use of Newsdesk Services for Subscriber internal operations. Any additional services must be requested by Subscriber from LN. LN shall be entitled to withhold its consent to any such request in its sole discretion. Any further services LN agrees to provide shall be on LN's standard terms and conditions, as amended from time to time.

2.4.2 If Subscriber chooses for its Administrator Users to distribute LN Supplied Content to other users, such other users must be Authorized Readers and such distribution must be through the Newsdesk Reader.

2.4.3 Subscriber may use Newsdesk Supplied Content as permitted by applicable copyright law; provided that downloading and storing any Newsdesk Supplied Content accessed through the Newsdesk Services in an archived database is prohibited.

2.4.4 Content accessed through Newsdesk Services, including the LN Supplied Content may be retrieved by means of a periodic search (e.g., daily weekly, hourly depending upon how it is set up). The language of the periodic search(s) will be selected by Subscriber but the language of all searches must be topical in nature and must be designed to return a limited number of select articles from various sources available through the Newsdesk Services. The periodic searches may not be designed to retrieve the entire issues or substantially the entire issue of any publication.

2.4.5 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Newsdesk Services and Newsdesk Supplied Content in any medium belongs to LN or its third party suppliers. Neither Subscriber nor its Authorized Users acquire any proprietary interest in the Newsdesk Services other than the limited rights expressly granted in this Agreement.

2.4.6 Neither Subscriber nor its Authorized Users may use the Newsdesk Services in any fashion that infringes the Intellectual Property Rights or proprietary interests of LN or any third party. Subscriber's use of the Newsdesk Services and Newsdesk Supplied Content must comply with all applicable laws, rules or regulations.

2.4.7 Neither Subscriber nor its Authorized Users may remove or obscure the copyright notice or other notices contained in Newsdesk Supplied Content.

2.4.8 Use of the Newsdesk Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by LN in writing, use of the Newsdesk Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.4.9 Subscriber shall not remove or alter any element of any Access Link, including without limitation any text and shall display each Access Link unmodified and as a hyperlink to the relevant Source URL.

2.4.10 Except as described above, Subscriber will have no right to access, reproduce, modify, distribute or otherwise use the Access Links, the Newsdesk Services or the LN Supplied Content.

### 3 Intellectual Property Rights

**3.1 Retention of Rights.** Subject to the limited right to use the services provided to Subscriber pursuant to this Agreement, as between the Parties, LN will retain all ownership and Intellectual Property Rights in and to the Access Links (exclusive of copyrighted content), the Newsdesk Services, Newsletter Service and all technologies and methodologies developed by or licensed to LN and provided by LN under this Agreement (together "LN Intellectual Property").

**3.2 Use of the LN Intellectual Property.** Without limiting the generality of anything set forth in this Agreement, Subscriber acknowledges and agrees that it shall use the LN Intellectual Property solely as permitted by this Agreement. Subscriber agrees that it shall not, and shall not permit any subsidiary, affiliate, employee or Authorized User, or other third party, before, during or after the Term to:

3.2.1 sell, resell, rent, license, sublicense, transfer, assign or redistribute in any way the LN Intellectual Property except as may be expressly permitted by LN herein;

3.2.2 attempt to reverse engineer, decompile, disassemble or otherwise attempt to derive any of LN's computer programs, source code, patents, copyrights, trade secrets or other proprietary rights or LN's methodology related to the creation and compilation of the Access Links or any other information furnished to Subscriber by LN.

3.2.3 compile or create any derivative works based upon the LN Intellectual Property, any Confidential Information or any methodology of LN;

3.2.4 provide, disclose, divulge or make available to, or permit use of the LN Intellectual Property by any third party without LN's prior written consent in each instance, which consent LN may withhold for any or no reason; or

3.2.5 take any action in derogation of the rights of LN or its information providers, including, without limitation, rights related to the LN Intellectual Property, or which would impede enforcement of the rights of LN or any of its information providers.

**3.3 Use of the Newsdesk Supplied Content.** Subscriber may use the Newsdesk Supplied Content available to it through the Newsdesk Services, including Source Articles, from Newsdesk Supplied Content solely to: (i) store and index the text for searching purposes with such search index text to be destroyed no later than three hundred and ninety-five (395) days following initial inclusion in such index for Newsdesk Supplied Content other than LN Supplied Content - - LN Supplied Content may be stored for up to ninety (90) days; (ii) display a headline and/or URL; and (iii) access and display full text of a Source Article via the Access Link. Subscriber may not use any Newsdesk Supplied Content for any non-monitoring and/or evaluation purposes. If Subscriber desires to use Newsdesk Supplied Content beyond the scope of fair use or for purposes other than those described herein, e.g., corporate advertising, permanent archiving of digital copies, inclusion in press releases and annual reports, or distributions beyond those outlined in this Section 3, above, Subscriber will be solely responsible for securing consent from the appropriate third party publisher prior to any such out-of-scope use.

**3.4 Use of LN Supplied Content.** Subscriber's use of LN Supplied Content is, in addition to the terms set forth in other sections of this Agreement, governed by the General Terms and Conditions set forth at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general) and the Supplemental Terms for Specific Materials referred therein (collectively "General Terms"). The LN Supplied Content is considered and referred to as Materials under such General Terms. In the event of any conflict between the General Terms and the terms of this Agreement, the General Terms shall govern with respect to access to and use of the LN Supplied Content, except that the governing law for this Agreement, including use of LN Supplied Content, shall be as specified in Section 9.1 below.

**3.5 Additional Options Related to LN Intellectual Property.** In the event of any claim, suit, or proceeding alleging that any LN Intellectual Property or its use hereunder infringes the rights of any

party, LN shall have the right, at its sole option, to obtain the right for Subscriber to continue use of the affected Newsdesk Services and/or LN Intellectual Property or to replace or modify any such affected Newsdesk Services and/or LN Intellectual Property so that they may be provided by LN and used by Subscriber without the infringement of a third party Intellectual Property Right. If none of the foregoing options are available to LN on a commercially reasonable basis, either party may terminate this Agreement on notice to the other party and within thirty (30) days after such termination, LN shall pay Subscriber any fees paid in advance by Subscriber commensurate with the remaining portion of the Term for which such fees were paid. LN shall have no other or further obligation to Subscriber.

#### **4 Fees**

**4.1 Fees; Taxes.** Fees for the Newsdesk Services are set forth in the Agreement ("Fees"). All consideration due under this Agreement is exclusive of sales, use, value added and all other taxes and duties (collectively "Taxes") payable in respect of such consideration, which shall be paid by Subscriber at the rate and in the manner prescribed by law. LN shall collect and remit appropriate taxes at the time of payment by Subscriber, unless Subscriber provides evidence satisfactory to LN that the transaction is exempt from taxation.

**4.2 Invoicing; Payment.** Subscriber will be invoiced monthly for amounts due under this Agreement. Subscriber shall pay each invoice within thirty (30) days after the invoice date. Amounts not paid when due are subject to interest charges at the rate of 1.5% per month, or the highest amount allowed by applicable law, whichever is less. If Subscriber fails to pay charges when due, Subscriber will be liable for all costs of collection incurred by LN, including, without limitation, collection agency fees, reasonable attorney's fees, and court costs.

**4.3 Suspension of Service.** In the event that any payment due to LN is not paid in full within sixty (60) days after the invoice date, then, without prejudice to any other remedies available to LN under this Agreement, LN may immediately and without notice to Subscriber suspend Subscriber's access to and use of Newsdesk Services until such time as payment in full has been made and, if required in LN's sole and absolute discretion, an advance payment deposit for future services has been made. Such suspension shall have no effect on the Subscriber's liability for amounts due under this Agreement.

**4.4 Bank Charges.** Subscriber shall be responsible for any bank fees charged for cross border funds transfer and domestic wire transfers of funds.

#### **5 Termination**

##### **5.1 Default and Termination**

5.1.1 LN shall have the right to terminate this Agreement immediately and without notice in the event that Subscriber fails to pay any invoice in full within sixty (60) days after the invoice date. Such termination shall have no effect on the Subscriber's liability for amounts due under this Agreement and shall be without prejudice to any rights and remedies of LN under this Agreement.

5.1.2 This Agreement may be terminated by either party, on written notice as follows:

- (a) In the event that the other party commits a material breach and, after having received notice from the other party specifying the nature of the breach, fails to remedy such breach within thirty (30) days; or
- (b) (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts; (ii) upon the institution of such proceedings against the other party, which are not dismissed or otherwise resolved in its favor within sixty (60) days thereafter; (iii) upon the other party's making a general assignment for the benefit of creditors; or (iv) upon the other party's dissolution or ceasing to conduct business in the normal course.

5.1.3 LN shall be entitled to terminate this Agreement without liability to Subscriber in the event that any part of the Newsdesk Services is deemed illegal.

**5.2 Survival.** Except as otherwise set forth herein, Sections 1, 3.1, 4, 5.2, and 6 (and any other provisions of this Agreement which in order to give effect to their meaning need to survive its termination) shall survive any termination or expiration of this Agreement.

#### **6 Warranty Disclaimer; Limitation of Liability**

**6.1** LN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THIS AGREEMENT, THE NEWSDESK SERVICES, THE NEWSDESK SUPPLIED CONTENT, THE ACCESS LINKS, THE LN SUPPLIED CONTENT OR ANY OTHER SERVICES PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS". LN DOES NOT WARRANT, REPRESENT OR GUARANTEE THAT THE USE OF THE NEWSDESK SERVICES, THE NEWSDESK SUPPLIED CONTENT, THE ACCESS LINKS, THE LN SUPPLIED CONTENT OR ANY OTHER SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, UNDISRUPTED OR ERROR-FREE.

**6.2** LN expressly disclaims any and all liability with regard to Subscriber's access to and use of any (i) Web Content and (ii) Subscriber Provided Content. LN has not entered into a licensing agreement or linking agreement with the owners of the websites that provide the Web Content and makes no representation that it has the right to sublicense access to the Web Content to Subscriber or any Authorized User. Subscriber's use of the Web Content and Subscriber Provided Content, including any distribution or redistribution thereof, is solely at its own risk. Subscriber will indemnify and hold LN harmless from any loss or damage suffered by LN as a result of a third party claim brought against LN as a result of use of Web Content or Subscriber Provided Content by Subscriber or any Authorized User.

**6.3** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF LN OR ITS AFFILIATES AND THEIR EMPLOYEES AND DIRECTORS ("THE COVERED PARTIES") IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE NEWSDESK SERVICES, THE NEWSDESK SUPPLIED CONTENT, WEB CONTENT, SUBSCRIBER PROVIDED CONTENT OR THE ACCESS LINKS, EXCEED THE LESSER OF SUBSCRIBER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT SUBSCRIBER PAID TO LN UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. SUBSCRIBER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH IT MAY HAVE AGAINST ANY COVERED PARTY.

**6.4** IN NO EVENT SHALL LN BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSS OF OR DAMAGE TO SYSTEMS, PROGRAMS, OR DATA; COST OF PROCUREMENT OF SUBSTITUTE GOODS, ARISING FROM OR IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUES OR LOSS OF PROFITS, EVEN IF IT HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

**6.5** Each provision of this Section 6 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiration or termination of this Agreement.

#### **7 Miscellaneous Provisions**

**7.1 Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without reference to conflict of laws principles.

**7.2 Partial Invalidity.** If any provision of this Agreement shall be found by any court or administrative body of competent

jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

**7.3 Independent Contractors.** The Parties hereto are independent contractors in relation to each other. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way or to hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other.

**7.4 Modification.** Except as otherwise provided herein, no addition to, or modification of, any provision of this Agreement shall be binding on the Parties unless made by a written instrument and signed by a duly authorized representative of each of the Parties.

**7.5 Waiver.** The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**7.4 Assignment.** Subscriber may not assign its rights or delegate its duties under this Agreement without the prior written consent of LN.

**7.5 Notices** Any notices required to be given under this Agreement shall be in writing and shall be personally delivered or sent by commercial courier service (e.g. Federal Express) or by first class mail (certified or registered, if available), or by teletype or e-mail confirmed by first class mail (certified or registered, if available) to the address of the relevant party specified in this Agreement or at such other address as either party may designate for itself from time to time. Notice shall be effective upon the date deposited in the first class mail or commercial courier service, if mailed, or on the date received if sent by any other manner.

**7.6 Force Majeure.** Notwithstanding anything else in this Agreement, and except for the obligation to pay money, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is due to causes beyond that party's reasonable control ("force majeure"), including but not limited to causes such as electric outages, blackouts, strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier.

**7.7 Entire Agreement.** This Agreement, together with any document expressly referred to in any of its terms, contains the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the Parties in relation to such matters.

**7.8 Compliance with Law, Export Requirements, and Foreign Reshipment Liability.** Each Party agrees that it shall comply with all applicable federal, state and local laws, regulations, and export requirements in connection with its performance under this Agreement. Subscriber will not modify, export, or re-export, either directly or indirectly, any of the Newsdesk Services or technical data, or portions thereof, without first obtaining any and all necessary licenses from the applicable government entity thereof or any other country that requires an export license or other governmental approval at the time of modification, export, or re-export. LN shall have the right to suspend performance of any of its obligations under this Agreement, without any prior notice being required and without any liability to Subscriber if Subscriber fails to comply with this provision.

**For internal use Payment Method:**

Confirming order copy

Check # \_\_\_\_\_ attached (separate checks for each company of origin)

Net 30  Bill Monthly  Bill Quarterly

Bill Semi-Annual  Bill Annual

MasterCard®  VISA®  AMEX®  Discover®

Credit Card # \_\_\_\_\_ Exp. \_\_\_\_\_

Order Number: \_\_\_\_\_

Sales Reps Name \_\_\_\_\_

Sales Rep #: \_\_\_\_\_ - SL PMC:

Source Code: \_\_\_\_\_

Rush Order / Date Needed: \_\_\_\_\_

Additional Information: \_\_\_\_\_

**AGREEMENT AND ORDER FORM**  
Revised Nov 2015

MATTHEW BENDER®  
9443 Springboro Pike  
Miamisburg, OH 45342  
(800) 833-9844 Fax (800) 828-8341

Ship to Account Information:  Account Information Change

Name: \_\_\_\_\_

Attn: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ County: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Bill to Account Information (if different than ship to):  Account Information Change

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ County: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

LexisNexis Bill Group #: \_\_\_\_\_

I certify there are \_\_\_\_\_ attorneys in the firm or department.

Enter Account # or check <input type="checkbox"/> NEW ACCOUNT	Enter Bill to Account # (if different than ship to)	Purchase Order #

Qty	13 Digit ISBN #	# of Months	Sub Type (S/NS)	(AR/AS) (Y/N)	OTP (Y/N)	Product Description	Unit Price	# of Users	User Fees	Disc %	Promo Code	# of Releases	Upkeep Cost	Total Price
														\$
														\$
														\$

Sub = Subscription  
 S = Service Subscription whose price includes all Updates (defined in Additional Terms)  
 NS = Non-Service Subscription whose price does not include Updates.  
 AR = Automatic renewal of annual subscriptions  
 AS = Automatic shipment of Updates with an invoice  
 OTP = One time purchase only. **NOT** applicable for any Service Titles offering a 12 month Service Period.  
 DISC = Discount  
 CWO = Cash with order

<b>Subtotal other pages:</b>	\$
<b>Discount:</b>	\$
<b>Subtotal:</b>	\$
<b>Tax ____%:</b>	\$
<b>** Grand Total Price:</b>	\$

\*\*Shipping & Handling Fees and Taxes will be added to the Grand Total

**MATERIAL TERMS**

**Automatic Annual Renewal Subscription**

- If you select this option, your subscription will be automatically renewed without any action on your part, and you will be invoiced on or about the renewal date.
- You will receive the product(s) listed in this Order Form and any supplementation, releases, replacement volumes, new editions and revisions to a publication ("Updates") made available

- during the annual subscription period, included in the price shown above. Shipping and handling fees are not included in the Grand Total Price shown above.
- Under the automatic renewal option, at least 60 days before each renewal date, you will receive a renewal notice, which will include the cost of the next annual subscription. The renewal price will likely include an increase over your prior year's subscription price.

## MATERIAL TERMS Continued

- You have been advised of the number of Updates and the cost related to the Updates that were made to this publication last year. The number of Updates and the cost may vary due to developments in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call Customer Support at 800-833-9844 for additional information.
- You may cancel your subscription for the current or any future subscription year by: calling Customer Support at 800-833-9844; emailing [customer.support@lexisnexis.com](mailto:customer.support@lexisnexis.com); or, for any automatic renewal period, returning the renewal notice marked "CANCEL". If you fail to cancel any automatic renewal within 60 days after the date of the renewal notice, then you will be invoiced for such annual subscription renewal year and will receive all Updates for such period.\*
- If the initial or any renewal subscription is cancelled within 30 days after the invoice date, then you will receive full credit of the Grand Total for the applicable subscription period. If you cancel between 31 and 60 days after the invoice date, then you will receive a 5/6<sup>th</sup> credit of the Grand Total for the applicable subscription period. No credit will be given for cancellations more than 60 days after the invoice date. To receive any credit, you must return all product(s) shipped during the applicable subscription period at your expense within the applicable cancellation period listed above. †

### **Service Subscription For One Year Only**

- You will receive the product(s) listed in this Order Form and any Updates made available during the annual subscription period. Shipping and handling fees are not included in the Grand Total Price shown above.
- You have been advised of the number of Updates and the cost related to the Updates that were made to this publication last year. The number of Updates and the cost may vary due to developments in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call Customer Support at 800-833-9844 for additional information.
- You may cancel this subscription by: calling Customer Support at 800-833-9844; emailing [customer.support@lexisnexis.com](mailto:customer.support@lexisnexis.com); or returning the invoice marked "CANCEL".
- If you cancel within 30 days after the product is ordered or received and you return the product at your expense, then you will receive a full credit of the Grand Total for the annual subscription.\* †
- If you cancel between 31 and 60 days after the invoice date and you return the product at your expense, then you will receive a 5/6<sup>th</sup> credit of the Price for the annual subscription. No credit will be given for cancellations more than 60 days after the invoice date. To receive any credit, you must return all product(s) shipped to you during the year at your expense within the applicable cancellation period listed above. †

### **Non-Service Subscription With Automatic Update Shipments**

- If you select the Automatic Shipment Subscription Program, you will receive and be billed for future updates without any action on your part.
- The Total Price includes the product(s) listed in this Order and any Updates for a limited period (minimum period of 30 days) after the order is placed ("Order Window"). Shipping and handling fees are not included in the Grand Total Price shown above.
- After the Order Window, all Updates will be automatically shipped to you with an invoice at the then-current Grand Total Price on a semi annual or annual basis as the Updates become available. You can expect a price increase over the current retail price. The retail price does not and will not include shipping and handling.
- You have been advised of the number of Updates and the cost related to the Updates that were made to this publication last year. The number of Updates and cost may vary due to developments in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call Customer Support at 800-833-9844 for additional information on update frequency and price. All shipments may be returned, at your expense, for full credit of the Grand Total within 30 days of receipt.\* †
- Shipments may not be returned, and no credits will be issued, more than 30 days after receipt.
- Return of a shipment, other than the initial purchase, will not cancel your subscription.
- Your enrollment in the Automatic Subscription Program may be cancelled anytime by: returning the invoice marked "CANCEL SUBSCRIPTION"; calling Customer Support at 800-833-9844; or emailing [customer.support@lexisnexis.com](mailto:customer.support@lexisnexis.com).

### **Non-Service Subscription Without Automatic Update Shipments**

- The Total Price includes the product(s) listed in this Order Form and any Updates for a limited period (minimum period of 30 days) after the order is placed ("Order Window"). Shipping and handling fees are not included in the Grand Total Price shown above.
- All shipments may be returned, at your expense, for full credit of the Price within 30 days of receipt.\* †
- Shipments may not be returned, and no credits will be issued, more than 30 days after receipt.
- After the Order Window, you will receive notice of Updates along with the then-current Grand Total Price and order process as Updates become available. You will only be shipped those Updates you specifically request.

\* See Additional Terms for international and book stores orders.

† All eBook and CD sales are final. They are nonreturnable. Customer may not cancel current subscription, but Customer may cancel subscriptions to ebooks or CDs after the end of the current subscription period.

You acknowledge any subscription to a CD-ROM, publication, bender.com or other electronic service available from LexisNexis or any of its affiliates (each a "Legal Research Service") is subject to the terms of this Agreement and Order Form (the "Agreement"). In addition, any Legal Research Service available in electronic format is subject to the terms therein which are incorporated into the Agreement and are available online <http://www.lexisnexis.com/terms/bender/MasterAgreement/>. Your signature on this Order Form or your access to a Legal Research Service indicates your acceptance of this Agreement. This Agreement is subject to acceptance, which acceptance shall be evidenced by providing you with access to a Legal Research Service.

I have been given information about the different types of subscriptions available, including the ability to make a one-time purchase, and for each publication ordered I was provided the number of releases and upkeep cost based on the most recent experience for that publication. I understand, accept and have the authority to sign this Agreement.

**Signature X** \_\_\_\_\_

Authorized Representative ("You" or "Your")

**Printed Name:** \_\_\_\_\_

**Bar Assoc. Name & Number:** \_\_\_\_\_

## **ADDITIONAL TERMS AND CONDITIONS**

**1. Entire Agreement.** The Material Terms and Additional Terms and Conditions set forth herein together with any click-through terms and conditions are incorporated by reference and constitute the entire agreement (the "Master Agreement") between you and LexisNexis, a division of RELX Inc or any affiliated company identified herein, each a member of the LexisNexis® group of companies" ("we" or "us") with respect to the applicable "Legal Research Service" and supersedes all prior understandings and agreements, oral, written or otherwise. If we accept a purchase order ("PO") for any Legal Research Service, then the terms and conditions of your PO will not apply or become part of this Master Agreement.

**2. Definitions.** In addition to the definitions set forth in the Material Terms, the following definitions will also apply: "*Product Bundles/Multi Media Discounts*" means subscriptions (whether Service or Non-Service Subscriptions) which are discounted in combination with other products. If you cancel a Service Subscription pursuant to this Section 2 on any component of a Product Bundle or Multi Media Subscription, you will not be eligible for any of the discounts offered in connection with such order. You will receive a supplemental invoice for the remaining components of the Product Bundle or Multi Media order at their list price.

*"Returned Materials"* All publications, CD-ROM discs and software must be returned unused in the same condition as received.

**3. Payment Options.** Orders accompanied by full payment may be entitled to a discount. Subscription Service orders may be paid in full within 25 days from the date of your monthly statement or in equal monthly installments based on the subscription term. If payments are made in equal monthly installments, then LN or the applicable affiliated company will maintain a purchase money security interest in the product or publication until such time the outstanding charges are paid in full. All other invoices must be paid in full within 25 days from the date of your monthly statement.

**4. Late Charges.** Overdue amounts will be assessed a late payment charge that will be compounded at a monthly rate of 1.167% or the maximum provided by law, whichever is less. There is a minimum late payment charge of ten dollars (\$10.00).

**5. Shipping and Handling.** The prices listed in this Master Agreement and Order Form do not include fees for shipping and handling. These amounts will be invoiced separately and will be included in your final invoiced amount. If you have chosen the monthly billing option, these charges will be prorated over the term of the subscription and billed accordingly.

**6. Warranties/Exclusive Remedies for Publications.** WE DISCLAIM ALL WARRANTIES WITH RESPECT TO PUBLICATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. WE DO NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIAL CONTAINED IN THE PUBLICATIONS. WITH RESPECT TO A PUBLICATION, WE WARRANT IT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 30 DAYS FROM RECEIPT. YOUR EXCLUSIVE REMEDY AND OUR SOLE OBLIGATION WITH RESPECT TO A DEFECTIVE PUBLICATION SHALL BE THE RIGHT TO RETURN THE DEFECTIVE PUBLICATION FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

**7. Limitation of Liability for Publications and Software.** UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR FOR LOSS OF PROFITS, REVENUE, OR DATA; WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES WITH RESPECT TO ANY PUBLICATION OR SOFTWARE. OUR ENTIRE LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS MASTER AGREEMENT OR RELATING TO ANY LEGAL RESEARCH SERVICE SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES NOT TO EXCEED THE TOTAL AMOUNT YOU PAID TO US FOR THE LEGAL RESEARCH SERVICE THAT GAVE RISE TO THE CLAIM IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

**8. Credit Investigation.** You hereby authorize us to make whatever credit investigation we deem appropriate in order to provide you with a Legal Research Service.

**9. Default.** We reserve the right to discontinue any or all of your Legal Research Service(s) if you breach any of your obligations under this Master Agreement.

**10. Collection Costs.** In the event you fail to pay any amount when due, we reserve the right to terminate the Legal Research Service(s) and retain all sums paid by you. In addition, you are responsible for all collection costs incurred by us including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs. At our option, the entire amount due shall become due and payable upon your breach of any term, provision or condition of this Master Agreement. We retain a purchase money security interest in all publications and supplements until paid in full by you.

**11. Title/Expiration Period for CD-ROM Discs.** We and our licensors retain outright ownership of all CD-ROM discs. We do not require return of the CD-ROM discs delivered to you either at the end of the subscription period covering the CD-ROM discs or upon receipt by you of replacement CD-ROM discs. Consequently, you will not be able to access CD-ROM discs delivered to you after their expiration date. After the expiration date of a CD-ROM or upon receipt of an updated CD-ROM, you

will cease use of and destroy the previous or outdated CD-ROM.

**12. Assignment.** You may not assign or transfer this Master Agreement or any of your rights or obligations under this Master Agreement without our prior written consent, which consent will not be unreasonably withheld.

**13. CD-ROM and bender.com Master Agreements.** In the event of a conflict between this Master Agreement and the terms and conditions of any CD-ROM, then the terms and conditions of this Master Agreement shall control for the CD-ROM Legal Research Service. In the event of a conflict between this Master Agreement and any terms and conditions contained in bender.com, then the terms and conditions of this Master Agreement shall control for the bender.com Legal Research Service.

**14. Changes to the Agreement.** From time to time immediately upon notice to you, we may amend the existing terms and conditions of this Master Agreement. Changes to charges and payment terms may be made only upon 30 days' prior written notice to you. This Master Agreement may be immediately terminated by you upon notice to us if any such change is unacceptable to you. Your continued use of the Legal Research Service following notice to you of a change shall constitute acceptance of the respective change, but will not affect your foregoing termination rights. For termination under this Section 14 to be effective, it must be provided to us in writing within 90 days of the effective change.

**15. International and Book Store Sales.** In addition to the refund/return rights listed in the Material Terms the following rights also apply:

### **Effective August 1, 2014, the New Policy for Legal Education Sales Bookstores shall be as follows:**

Bookstores may return overstock of new, unmarked, and undamaged books in the original packaging within 12 months of the date of the original invoice or within 24 months of the date of the original invoice for Study Aids and receive 100% refund of the publication price. A copy of the original invoice must be included with the return. Shipping and handling fees are not a part of the publication price, are not refundable, and additional shipping and handling fees must be paid on returns.

There are no returns accepted on eBook and CD purchases.



## ELECTRONIC PUBLICATIONS MASTER AGREEMENT

The following terms and conditions (this “Agreement”) apply to use of any electronic version of a publication made available by LexisNexis, a division of Reed Elsevier Inc. or its U.S. affiliates (“LN”). This Agreement applies to CDs, DVDs, eBooks, PDFs, flash drives or other offline publications distributed electronically by LN (“Electronic Publications”), but does not apply to, and expressly excludes the LexisNexis Digital Library or e-lending library which shall be subject to different or additional terms. In addition to the terms of this Agreement, use of any Electronic Publication shall also be subject to the terms embedded in the Electronic Publication, if any, including digital rights management (“DRM”) or click-through terms. By accessing and using an Electronic Publication, you agree to these terms.

### 1. LIMITED RIGHT TO ACCESS AND USE ELECTRONIC PUBLICATIONS.

**1.1 General Rights Granted; Restrictions.** You are hereby granted a non-exclusive, non-transferable limited license to access and use the Electronic Publication for your own internal research purposes. This license includes the right to:

1.1.1 for an Electronic Publication for which a single user/single publication fee has been paid, the right to use the Electronic Publication on a single personal computer, e-reader, tablet, mobile device, or other display device (“Display Device”) for a single user or the number of Display Devices expressly permitted by the DRM, if any;

1.1.2 for an Electronic Publication for which a Multi-User or Multi-User Network fee has been paid, the right to use the Electronic Publication on a Multi-User Network under your exclusive control. For purposes herein, “Multi-User Network” means a computer system and network upon which multiple users may access the Electronic Publication or its contents concurrently;

1.1.2 unless otherwise restricted by the embedded DRM, occasionally transfer the Electronic Publication from one Display Device to another so long as the Electronic Publication is displayed on only one Display Device at a time.

1.1.3 create a printout or electronic copy of an insubstantial portion of materials retrieved from the Electronic Publication (“Materials”) solely for your research needs (e.g., legal research, trial preparation, document assembly, etc.), and the right to incorporate insubstantial portions of Materials into your work product for distribution to clients, the courts, opposing counsel, etc. in the normal course of your business.

**1.2 Restrictions on Use.** Except as expressly permitted herein, you may not, nor permit others to:

1.2.1 copy, reverse engineer, decompile, disassemble, derive source code, modify, or create compilations or derivative works of the of the Electronic Publication;



1.2.2 remove, disable, or defeat any functionality in the Electronic Publication designed to limit or control access to or use of the Electronic Publication;

1.2.3 except as otherwise provided herein, provide any person that is not an Authorized User access to the Electronic Publication, or any portion thereof, without the express written permission of LN;

1.2.4 use the Electronic Publication to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for commercial sale or use by others or make the Electronic Publication available through any timesharing system, service bureau, the Internet, or any other similar technology now existing or developed in the future;

1.2.5 use the Electronic Publication in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LN or its data suppliers; or

1.2.6 remove or obscure any copyright notice or other notice or terms of use contained in the Electronic Publication.

**1.3 Electronic Publications — Library Patrons.** If you are a public or private library described in 17 U.S.C. 108 (a) (2), you may allow your patrons to access and use the Electronic Publications and create limited printouts of Materials provided that you:

1.3.1 limit use to a single user personal computer under your exclusive control; and

1.3.2 do not permit the Electronic Publications to be borrowed or removed from your premises or to be accessed by telephone dial up, the Internet, or other remote access; and

1.3.3 do not permit patrons to make digital or electronic copies of the Electronic Publications or any portion thereof except as an intermediate step in creating the printouts allowed under Section 1.3.5 below; and

1.3.4 require library patrons who wish to use the Electronic Publications to agree to abide by the terms of Section 1.3.5 below, prior to their use of the same; and

1.3.5 post on or by each personal computer containing or providing access to the Electronic Publications the following notice:

”The Materials accessible from this terminal are licensed to the library for limited purposes and subject to the following restrictions. You, as a patron of the library, may use the Materials solely in the regular course of your legal research and related work and subject to all the limitations in the library's agreement with the provider of the Materials. You may not copy, store in a retrieval system, publish, reproduce, transfer, store or distribute the Materials, or any portion thereof, in

any form except to transfer an insubstantial portion of the Materials to create printouts of the Materials solely for use in your legal research. You may not use the Materials, or any portion thereof, to develop a database, infobase, or other information service for resale or reuse.

1.3.6 You shall notify us of any unauthorized use of the Electronic Publications by library patrons and shall cooperate fully with us in any resulting legal action.

## **2. OWNERSHIP RIGHTS AND PROTECTION OF INTELLECTUAL PROPERTY.**

**2.1 Ownership.** The Electronic Publications and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the Electronic Publications are owned by LN or its data suppliers and you do not obtain any right, title or interest therein. You hereby assign to LN all copyrights, intellectual property rights, and any other proprietary or property rights or interests in and to any work created in violation of this Agreement.

**2.2 Trade Secrets.** The technology used in the Electronic Publications is a trade secret, and you shall maintain any information learned about that technology as a trade secret and shall not disclose such information or permit such information to be disclosed to any person or entity; however, this sentence shall not restrict you in training your employees in the ordinary use of the Electronic Publications.

## **3. UPDATES.**

If the Electronic Publication has an expiration date, you will cease use of, and destroy the outdated Electronic Publication. LN disclaims any and all liability associated with use of outdated Electronic Publications or Electronic Publications beyond their expiration date, if any.

## **4. LIMITED WARRANTY; DISCLAIMER.**

**4.1** LN represents and warrants that it has the right and authority to make the Electronic Publications available to you on these terms. LN further represents and warrants that the Electronic Publications shall be of a quality suitable to provide access to and use of the Materials used on compatible equipment and a compatible operating system for a period of twelve months after the date the Electronic Publications is shipped, downloaded, or otherwise made available to you (“Warranty Period”).

**4.2** EXCEPT AS EXPRESSLY STATED IN SECTION 4.1, LN MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CAPABILITY OF THE ELECTRONIC PUBLICATIONS OR THE ACCURACY OR THE COMPLETENESS OF THE MATERIALS. THE ELECTRONIC PUBLICATIONS AND MATERIALS ARE FURNISHED ON AN “AS IS”, AS-AVAILABLE BASIS. ALL WARRANTIES OF ANY TYPE NOT EXPRESSLY STATED IN THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING THE

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

## **5. LIMITATION OF LIABILITY; LIABILITY DISCLAIMERS**

**5.1** Neither LN nor any Supplier (collectively, the "LN Parties") shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from: (a) any errors in or omissions from the Electronic Publications or any Materials available or not included therein, (b) the unavailability or interruption of the Electronic Publications, (c) your use of the Electronic Publications, (d) your use of any equipment in connection with the Electronic Publications, or (e) the content of any Materials. Furthermore, LN's sole obligation, and your exclusive remedy for any defective Electronic Publication is for LN to replace or refund the cost of any defective Electronic Publications, provided that you have given LN written notice of the deficiency and have returned the Electronic Publications to LN within the Warranty Period, if required.

**5.2** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE LN PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE ELECTRONIC PUBLICATIONS EXCEED THE AMOUNT PAID BY YOU FOR THE DEFECTIVE PUBLICATION. THE LN PARTIES SHALL HAVE NO RESPONSIBILITY TO YOU UNDER THIS SECTION 5 WITH RESPECT TO ANY USE OF AN ELECTRONIC PUBLICATION IN A MANNER NOT AUTHORIZED BY THIS AGREEMENT OR FOR YOUR ABUSE OR MODIFICATION OF THE ELECTRONIC PUBLICATIONS. UNDER NO CIRCUMSTANCES WILL LN OR ANY RELATED PARTY OR SUPPLIER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR FOR LOSS OF PROFITS, REVENUE, OR DATA; WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

**5.3** Notwithstanding anything to the contrary in this Section 5, LN shall, as its sole obligation and your exclusive remedy, defend or, at LN's option, settle any action or proceeding of any kind or description based upon a third party's claim of patent, trademark, service mark, copyright or trade secret infringement, related to use of the Electronic Publications (excluding any decisions or advice made or given as a result of the use of or reliance upon the Materials) provided by us asserted against you by such third party provided: (i) all use of the Electronic Publications was in accordance with these terms and conditions; (ii) the claim, cause of action, or infringement was not caused by you; (iii) LN is given prompt notice of any such claim; and (iv) LN has the right to solely control and direct the investigation, defense and settlement of each such claim. You, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing. If notified promptly in writing of any claim, demand, or judicial action brought against you based on an allegation that your use of the Electronic Publications constitutes infringement, LN will pay the costs, including reasonable attorney fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

Should the Electronic Publications or the operation thereof become, or in LN's opinion be likely to become, the subject of a claim of infringement, you shall permit LN, at its option and expense, either (i) to procure for you the right to continue using the Electronic Publications, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate your use of the Electronic Publications upon notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

**6. CHANGES TO THE AGREEMENT.** From time to time and immediately upon notice to you, we may amend the then existing terms and conditions of the Agreement. Changes to charges and payment terms may be made only upon 30 days' prior written notice to you. The Agreement may be immediately terminated by you upon notice to us if any such change is unacceptable to you. Your continued use of the Electronic Publications following notice to you of a change shall constitute your acceptance of the respective change.

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

**8. PROFESSIONAL RESPONSIBILITY.** The Electronic Publications are not intended to be a substitute for the exercise of your professional judgment.

## **9. MISCELLANEOUS.**

**9.1 Term; Termination.** LN may suspend or discontinue providing the Electronic Publications or Updates thereto to you without notice and pursue any other remedy legally available to LN if you fail to comply with any material obligation under this Agreement. If LN terminates this Agreement for your breach, you shall not be entitled to a refund of any fee paid or any credit on amounts invoiced.

**9.2 Obligations Upon Termination.** Upon the termination, cancellation or expiration of the Agreement for any reason and by either party, you agree to cease all use of the Electronic Publications, return or destroy all Distributed Media and delete electronic or magnetic copies of the Distributed Media and purge all downloaded (machine-readable/electronic) Materials

**9.3 Limitation on Actions.** You may not assert any claim or course of action against us arising out of or in connection with your use of the Electronic Publications more than one year after the date the claim or cause of action arose.

**9.4 Notices.** All notices and other communications under the Agreement shall be in writing. Notices shall be deemed given on the date deposited in the U.S. mail, if mailed; or on the date received, if delivered in any other manner. Notices to LN shall be sent to your LexisNexis Company sales representative with a copy to: LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342.

**9.5 Assignment.** You are prohibited from assigning your rights or delegating your duties without the prior written consent from LN.

**9.6 Failure to Enforce.** The failure of either party to enforce any provision of these terms and conditions shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

**9.7 Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio as they apply to contracts made and solely performed therein.

**9.8 Force Majeure.** LN shall not be liable or be deemed to be in default for any delay or failure in performance or interruption of Electronic Publications resulting directly or indirectly from any cause beyond LN's reasonable control.

**9.9 Survival of Sections.** Sections 1, 2, 3, 4, 5, 9.2, 9.3, 9.7 and 9.9 shall survive termination or expiration of the Agreement.

**9.10 Headings.** The headings of sections in the Agreement are for convenient reference only, and in no way affect the terms and conditions herein.

**9.11 Cancellation.** eBooks are non-cancellable once purchased.

**LEXISNEXIS EBOOK LICENSE AGREEMENT**

Licensor: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Type of Organization)

Contract Date: \_\_\_\_\_, 2015 (to be filled in by LexisNexis)

Materials: (Description to include name of publication/database, edition, beginning date of coverage)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copyright Holder: \_\_\_\_\_

<b>Licensor Notice Address:</b>	<b>Licensor Payment Address:</b>	<b>Delivery Contact Address:</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**LN Delivery Address:**  
ATTN Contact Services  
LexisNexis  
9473 Springboro Pike  
Miamisburg OH 45342  
URL: \_\_\_\_\_

Electronic Funds Transfer Information ("Banking Information"):  
Bank Name: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Sort Code: \_\_\_\_\_  
SWIFT Code: \_\_\_\_\_

Delivery Medium:  
 Print (three copies required)       Electronic transmission  
 Magnetic/optical media       Website (http://\_\_\_\_\_)  
 via ePub or MOBI formats

EBook Royalty Rate: \_\_\_\_\_ percent (\_\_\_\_\_ %)

The parties agree to be bound by the terms and conditions set forth in this agreement, as evidenced by the signatures below.

**LEXISNEXIS, A DIVISION OF RELX INC.**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

THIS LICENSE AGREEMENT ("Agreement") is entered into by and between LexisNexis, a division of RELX Inc., a Massachusetts corporation ("LN"), and the Licensor specified above (the "Licensor") as of the Contract Date specified above (the "Effective Date").

## 1. GRANT OF LICENSE

- 1.1. As used in this Agreement, the following terms shall have the meanings indicated:
  - (a) "Licensed Materials" means the materials specified above, including all languages, editions, issues, versions and updates published or otherwise made commercially available during the term of this Agreement.
  - (b) "Permitted Uses" means eBook products and services consisting of, or utilizing, electronic access, distribution, translation, reproduction or use of information in eBook and digital library format. Without limiting the generality of the foregoing, "Permitted Uses" shall include but not limited to eBook and digital library information, products and services. For purposes of clarification, Permitted Uses specifically include the right to convert the Licensed Materials to eBook and digital library format and to make Format Enhancements as specified herein.
- 1.2. Licensor hereby grants to LN a non-exclusive, worldwide license to use and authorize use of Licensed Materials and any portion thereof in Permitted Uses, including rights to reproduce, display, translate and distribute Licensed Materials in connection with producing, distributing and marketing Permitted Uses and rights to authorize third parties to reproduce, distribute, translate and display Licensed Materials from or through Permitted Uses.
- 1.3. The rights granted to LN encompass distribution by affiliates of LN, agents of LN and other distributors.
- 1.4. Licensor represents and warrants that it is authorized to grant this license to LN, and covenants that LN's exercise of this license will infringe no copyright or other right of any person or entity.

## 2. DELIVERY OF LICENSED MATERIALS

- 2.1. Licensor shall, at its expense, deliver the Licensed Materials to the LN Deliver Contact Address as specified above. The Delivery Contact Address specified above shall be responsible for responding to all questions from LN regarding delivery of Licensed Materials.

- 2.2. If Licensed Materials are to be made available by ePub or MOBI formats, then they will, unless otherwise agreed to in writing, be provided in a format suitable for conversion to eBook format or a format specified by LN. Licensor and LN shall each bear its own costs of designing and implementing their respective capabilities to produce and process Licensed Materials in accordance with the delivery specifications. Licensor will provide 30 days' prior written notice of all changes to delivery specifications and acknowledges that any change may cause a delay in any release of Licensed Materials by LN or updating of released Licensed Materials. Costs of implementing changes to the delivery specifications shall be borne by the party requesting the change.
- 2.3. Initial availability of Licensed Materials specified by LN shall be made to LN not later than 30 days following request for delivery by LN. Thereafter, availability shall be made to LN immediately upon publication or other commercial availability of Licensed Materials. Licensed Materials shall be made available to LN no later than first made available to any other electronic distributor.
- 2.4. LN shall have the right in its sole discretion to make Format Enhancements to the Licensed Materials for the limited purposes of making Permitted Uses of the Licensed Materials in eBook format. Format Enhancements shall be owned by LN. "Format Enhancements" include, but are not limited to: front and back matter (including but not limited to front cover, title page, tables of contents, indexes, and terms and conditions for use); imprint; number of volumes; design of font style and size; screen design, use of framing, and presentation and manner of electronic navigation; linking within the Licensed Materials and to external content and websites, search capabilities, and other electronic features; inclusion of technical instructions and other help materials with electronic distribution; style; form; and format.
- 2.5. LN retains sole discretion and shall be given rights to determine whether and when to include updates to the Licensed Materials in eBook versions of the Licensed Materials. Licensor retains ownership rights in the Licensed Materials, but acquires no right to and in the eBook-formatted copy of the Licensed Materials (including any Format I Enhancements). LN is not required to deliver to Licensor a copy of the eBook-formatted Licensed Materials upon termination or expiration of this Agreement.

## 3. COPYRIGHT NOTICE

- 3.1. In using and authorizing others to use Licensed Materials LN shall cause each publication to bear a notice comprised of the following elements: (a) the word "Copyright" or the abbreviation "Copr." or the symbol © (the letter c in a circle); (b) the year of first publication of such document as specified by Licensor; (c) the name of the copyright holder specified above or, if space constraints require, an

abbreviation by which the name can be recognized or a generally known alternative designation; and (d) the words "All Rights Reserved."

#### 4. ROYALTY PAYMENTS

4.1. As used in this Agreement, the following terms shall have the meanings indicated:

(a) "Revenue" means all amounts received by LN for use of Licensed Materials delivered pursuant to this Agreement other than amounts (i) from educational institutions pursuant to noncommercial use agreements, (ii) for taxes charged to users.

4.2. Royalties earned hereunder shall be paid not later than 75 days after the end of each calendar quarter ("Royalty Payment Period"). Payments shall be made in U.S. dollars. Following each Royalty Payment Period, LN shall provide Licensor with a statement showing Revenue for the Royalty Payment Period. Royalty statements shall be sent to the Licensor Payment Address or email specified above. Payments shall, at LN's option, be sent to the Licensor Payment Address specified above or to Licensor via electronic funds transfer at its account set forth under Banking Information specified above.

4.3. Taxes, if any, due on royalties payable hereunder are the responsibility of Licensor. To the extent required by law, LN will withhold taxes due on royalties. Licensor agrees to provide to LN such documentation as is reasonably required to document any claim by Licensor to favorable treatment under applicable tax laws. Licensor agrees to indemnify and hold harmless LN from any and all liability resulting from any claim of favorable treatment by Licensor.

#### 5. INDEMNIFICATION

5.1. Licensor shall indemnify and hold harmless LN, its affiliates and its and their directors, officers, employees, agents, successors, assigns, licensees and distributors against any and all judgments, settlements, penalties, costs and expenses (including reasonable attorneys' fees) paid or incurred in connection with claims by any party which arise from use of Licensed Materials under this Agreement and are attributable to (a) infringement or misappropriation of any copyright or other proprietary right of any third party or (b) the content of Licensed Materials as received by LN pursuant to this Agreement.

5.2. LN shall indemnify and hold harmless Licensor, its directors, officers, employees, agents, successors and assigns against any and all judgments, settlements, penalties, costs and expenses (including reasonable attorneys' fees) paid or incurred in connection with claims by any party which arise from use of Licensed Materials under this Agreement and are attributable to a failure of the hardware or software of LN's computer system through which the Licensed Materials are

available.

5.3. If any claim or action is instituted or threatened by a third party against a party to this Agreement for which it believes it will be indemnified pursuant to this Agreement, it shall promptly give notice thereof to the other party.

#### 6. TERM AND TERMINATION

6.1. This Agreement shall have an initial term of 2 years commencing on the Effective Date.

6.2. This Agreement shall automatically renew for successive additional 1 year terms unless either party gives the other notice of termination at least 3 months prior to the expiration of the then-current term.

6.3. Upon removal of content by amendment, or termination or expiration of this Agreement ("Removal Event"), LN shall have a perpetual license to continue making Permitted Uses of the eBook and digital library Licensed Materials solely for the purposes of (i) complying with third-party distributor or agency agreements and (ii) providing for downloads or digital library access by end users and subscribers that had been given the right to access or provide access to the ebook and digital library formatted Licensed Materials prior to the Removal Event.

6.4. Upon termination of the Agreement, LN shall cease to distribute the eBook formatted License Materials; provided that LN may allow customers to download the Licensed Materials in connection with rights licensed by customers before the effective date of termination.

#### 7. CONFIDENTIALITY

7.1. As used in this Agreement, "Confidential Information" means (a) proprietary or trade secret information which is clearly labeled or designated in writing as confidential by the disclosing party, (b) information regarding use of Licensed Materials pursuant to this Agreement and (c) the provisions of this Agreement.

7.2. LN and Licensor agree that they will not, during the term of this Agreement and for one year thereafter, disclose, nor permit any of their employees or agents to disclose, to any other person or entity any Confidential Information received from the other, except as may be required by law.

#### 8. ARBITRATION

8.1. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration proceedings shall be confidential. Judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof, provided that the details of the arbitration award



shall remain confidential to the extent permitted by law.

## 9. NOTICES

- 9.1. All notices given pursuant to this Agreement shall be in writing and sent to Licensor at the Licensor Notice Address or fax number specified above, or to LN at the following address:

If by U.S. Mail, addressed to:  
ATTN HEAD OF LEGAL U.S.  
LexisNexis  
P.O. Box 933  
Dayton, OH USA 45401

If by Hand Delivery, addressed to:  
ATTN HEAD OF LEGAL U.S.  
LexisNexis  
9443 Springboro Pike  
Miamisburg, OH USA 45342

or by fax to 937-865-1211 with a confirmation copy sent by U.S. Mail as specified above.

- 9.2. Notices shall be effective upon receipt by the party to which the notice is directed (i.e., LN or Licensor, as the case may be). Either party may from time to time change its notice address or fax number set forth in this Agreement by notice to the other party.

## 10. ENTIRE AGREEMENT

- 10.1. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements, oral or written, relating to the subject matter hereof.

## 11. GOVERNING LAW

- 11.1. This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Ohio, United States of America as applicable to agreements made and wholly performed therein.

## 12. MISCELLANEOUS

- 12.1. Notwithstanding any termination of this Agreement, the terms of Sections 1.4, , 4.3, 5, 6.3, 7 and 8-13 and the obligation of LN to pay Licensor all amounts accrued under Section 4 prior to such termination shall survive termination and remain in full force and effect.
- 12.2. This Agreement may be amended only by the mutual consent of the parties which is set forth in writing and signed by all parties. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.
- 12.3. Nothing in this Agreement shall be construed to constitute or appoint either party as the agent or

representative of the other party for any purpose whatsoever, or to grant to either party any right or authority to assume or create any obligation or responsibility, express or implied, for or on behalf of or in the name of the other, or to bind the other in any way or manner whatsoever.

- 12.4. Neither party shall be liable to the other for any loss or damage attributable to, and neither party shall be deemed to be in default hereunder as a result of, any failure or delay in performance caused by force majeure. For purposes of this Agreement, the term "force majeure" shall include strike, lockout, earthquake, hurricane, flood, fire, or other acts of God or nature, war, rebellion, civil disorders, laws, regulations, acts of civil or military authorities (including the denial or cancellation of any export or other necessary license), unavailability of materials, carriers or communications facilities, and any other causes beyond the reasonable control of the party whose performance is affected. Both parties shall use all reasonable efforts to minimize the consequences of force majeure. Where force majeure remains in effect for more than three months, or if at the beginning of a force majeure condition it is clear that it will last longer than three months, any party may terminate its portion of this Agreement by giving notice to the other(s) at least three months prior to such termination.

- 12.5. Neither this Agreement nor any interest herein may be assigned by either party without the prior written approval of the other party, which approval shall not be unreasonably delayed or withheld, except that either party may assign this Agreement in its entirety to any purchaser of all or substantially all of its business or assets pertaining to the line of business to which this Agreement relates or to any subsidiary or other affiliate of the party without the other party's approval.
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## **PART I - GENERAL INFORMATION**

### **PART I - GENERAL INFORMATION**

#### **I.1 IFB-001.1 Purpose (Oct 2006)**

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DEPARTMENT OF GENERAL SERVICES to satisfy a need for Online Legal Research.

#### **I.2 IFB-005.1 Type of Contract (Oct. 2006)**

If the Issuing Office enters into a contract as a result of this IFB, it will be a Established Price Contract contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

#### **I.3 IFB-008.1C No Pre-bid Conference (Oct. 2006)**

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

#### **I.4 IFB-009.1 Questions (February 2012)**

All questions regarding the IFB must be submitted in writing to the email address of the Issuing Officer provided in the solicitation. While there is no set timeline for the submittal of questions, questions received within 48 hours prior to the bid due date and time will be answered at the discretion of the Commonwealth. All questions received will be answered, in writing, and such responses shall be posted to eMarketplace as an addendum to the IFB. The Issuing Officer shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

#### **I.5 IFB-010.1 Addenda to the IFB (Oct. 2006)**

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at [WWW.DGS.PA.GOV](http://WWW.DGS.PA.GOV) it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

#### **I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011)**

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).
- b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

- c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms

and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

#### **I.7 IFB-024.1 Bid Protest Procedure (Oct 2006)**

a. **Who May File the Protest.** Any Bidder or prospective bidder who is aggrieved in connection with the IFB or award of the contract solicitation or award of a contract may file a protest. Protests relating to cancellation of invitations for bids and protests relating to the rejection of all bids are not permitted. A Bidder is a person that submits a bid in response to the IFB. A prospective bidder is a person that has not submitted a bid in response to the IFB.

#### **b. Time for Filing.**

- 1) If a protest is submitted by a prospective bidder, the protest must be filed before bid opening time or proposal receipt date.
- 2) If a protest is filed by a Bidder, the protest must be filed within seven days after the protesting Bidder knew or should have known of the facts giving rise to the protest EXCEPT THAT IN NO EVENT MAY A PROTEST BE FILED LATER THAN SEVEN (7) DAYS AFTER THE DATE THE CONTRACT OR PURCHASE ORDER WAS AWARDED. Date of filing is the date of receipt of protest.
- 3) Untimely filed protests shall be disregarded.

#### **c. Form of Protest.**

- 1) A protest must be in writing and filed with the agency head (or designee) of the purchasing agency.
- 2) A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal.
- 3) The protesting party may submit with the protest any documents or information deemed relevant.

d. **Notice of Protest** If award has been made, the agency head (or designee) shall notify the successful Bidder or contractor of the protest. If the protest is received before award and substantial issues are raised by the protest, all Bidders who appear to have a substantial and reasonable prospect of winning the award shall be notified and may file their agreement/disagreement with the purchasing agency within three (3) days after receipt of notice of the protest.

e. **Stay of Procurement.** The head of the purchasing agency (or designee) shall immediately decide, upon receipt of the protest, whether or not the solicitation or award shall be stayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The Issuing Office shall not proceed further with the IFB or with the award of the contract, and shall suspend performance under the contract if awarded, unless the agency head of the purchasing agency makes a written determination that the protest is clearly without merit or that award of the contract/purchase order without delay is necessary to protect the substantial interests of the Commonwealth.

#### **f. Procedures.**

- 1) **Contracting Officer Response.** Within fifteen (15) days of the receipt of a protest, the contracting officer may submit a written response to the head of the purchasing agency (or designee). The response may include any documents or information that the contracting officer deems relevant to the protest.
- 2) **Protesting Party Reply.** Within ten (10) days of the date of the contracting officer response, the protesting party may file a written reply.

- 3) **Review.** The head of the purchasing agency (or designee) shall:
- a) Review the protest and any response or reply.
  - b) Request and review any additional documents or information he deems necessary to render a decision.
  - c) Give the protesting party and the contracting officer reasonable opportunity to review and address any additional documents or information requested by the agency head.
  - d) In his sole discretion, conduct a hearing.
  - e) Within sixty (60) days of the receipt of the protest, issue a written determination stating the reasons for the decision.
  - f) If additional time is required to investigate the protest, inform the protesting party of the additional time needed to render a determination and obtain the protesting party's consent.
- 4) **"Clearly Without Merit" Determinations.** If the head of the purchasing agency (or designee) determines, upon receipt, that the protest is clearly without merit and does not stay the procurement, the head of the purchasing agency (or designee) shall immediately issue the decision as required by Subparagraph h below.

g. **Settlement.** The Issuing Office has the authority to settle and resolve bid protests.

h. **Decision.** The head of the purchasing agency (or designee) shall promptly, but in no event later than sixty (60) days from the filing of the protest, issue a written decision. The decision shall:

- 1) State the reasons for the decision.
- 2) If the protest is denied, inform the protesting party of its right to file an appeal in Commonwealth Court within fifteen (15) days of the mailing date of the decision.
- 3) If it is determined that the solicitation or award was contrary to law, enter an appropriate order.

The agency head (or designee) shall send a copy of the decision to the protesting party and any other person determined by the agency head (or designee) to be affected by the decision.

### **I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006)**

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

### **I.9 IFB-027.1 COSTARS Program (Oct 2013)**

**COSTARS Purchasers.** Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A “local public procurement unit” is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the Procurement Code.

However, elements of the court system, the General Assembly, and independent agencies, boards, or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services, and construction.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at:

<http://www.dgsweb.state.pa.us/COSTARSReg/Member.aspx>

B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.

D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Required Administrative Fee
Department of General Services Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business, a copy of its active Small Business Procurement Initiative (SBPI) certificate must be included with the bid submittal.

2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA”. The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business, a copy of its active SBPI certificate must be included with the Administrative Fee for each contract year and upon each renewal.

F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.

1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.

2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:

a. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.

b. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.

c. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.

d. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.

e. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor’s use of the COSTARS Brand.



f. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

1. The Contractor shall submit the reports via the web-based COSTARS Suppliers' Gateway at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars) . If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars)

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars) , where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
2. Direct all questions concerning the COSTARS Program to:

Department of General Services  
COSTARS Program  
555 Walnut Street, 6th Floor  
Harrisburg, PA 17101  
Telephone: 1-866-768-7827  
E-mail: [GS-PACostars@state.pa.us](mailto:GS-PACostars@state.pa.us)

#### **I.10 IFB-029.1 Prices (Dec 6 2006)**

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

#### **I.11 IFB-031.1 Alternates (Oct 2013)**

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If

no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award. If an item or items in the IFB are designated “no substitute,” this provision does not apply and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.

#### **I.12 IFB-032.1 New Equipment (Nov 2006)**

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

#### **I.13 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)**

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
  - 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
  - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).
- b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
  - 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
  - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
  - 1) The Bidder submits a written request for withdrawal.
  - 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
  - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.

- 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
  - 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. **Firm Bid.** Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. **Clarification and Additional Information.** After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
  - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

#### **I.14 I-IFB-034.1 Rejection of Bids (Nov 2006)**

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

#### **I.15 Submission-001.1 Representations and Authorizations (Oct 2013)**

By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

## **PART II - REQUIREMENTS**

### **PART II - REQUIREMENTS**

#### **II.1 IFB-006.1b COSTARS Program Election to Participate (July 2012)**

If the bidder is willing to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to COSTARS members, the bidder should complete and return the COSTARS Program Election to Participate form which is an attachment to this IFB. If the bidder is asserting that it is a Department of General Services Certified Small Business, the bidder must submit its active certification with the bid response.

#### **II.2 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).**

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Offerors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

#### **II.3 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)**

The Commonwealth may, during its evaluation of the bids, require any bidder to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

## **PART III - SELECTION CRITERIA**

### **PART III - SELECTION CRITERIA**

#### **III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)**

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

#### **III.2 III-IFB-006.1g Method of Award - All Bidder Plus Selection of Best Value (April 2011)**

Award will be made to all responsive and responsible bidders. The Issuing Office will also select a single best value contractor whose bid represents the best value to the Commonwealth taking into consideration all of the best value evaluation factors.

#### **III.3 III-IFB-007.1 Awards (May 2011)**

Unless all Bids are rejected, and except as otherwise provided by law, award will be made through the issuance of a contract/purchase order in accordance with the method of award. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

#### **III.4 III-IFB-008.1 Tie Bids (Nov 2006)**

All tie bids will be broken by the Issuing Office.

#### **III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)**

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

#### **III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006)**

The Commonwealth reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever Commonwealth deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

**PART IV - WORK STATEMENT**

**PART IV - WORK STATEMENT**

**IV.1 IFB-001.1b Statement of Work (Nov 2006)**

The Commonwealth is seeking bids to procure the services set forth in the attached document entitled "Statement of Work."

## **PART V - CONTRACT TERMS and CONDITIONS**

### **PART V - CONTRACT TERMS and CONDITIONS**

#### **V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006)**

The Contract with the awarded bidder (who shall become the "Contractor") shall include the following terms and conditions:

#### **V.2 CONTRACT-002.1a Term of Contract – Contract (May 2012)**

The initial term of the Contract shall be 03 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Commonwealth (signed and approved as required by the Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

#### **V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)**

The Contract may be mutually renewed for a maximum of 2 additional 1 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

#### **V.4 CONTRACT-002.2f Renewal of Contract Term; Adjusted Prices – Index Based (Oct 2013)**

The Contract may be renewed for a maximum of 2 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be adjusted to reflect inflation by applying the [fill in month and year] unadjusted CONSUMER PRICE INDEX. The established base index is defined as the most current **CONSUMER PRICE INDEX** published prior to the bid due date. At the time of renewal, the current **CONSUMER PRICE INDEX** will be compared with the established base index and a multiplier will be determined by dividing the current Index by the established base Index. The multiplier will be used to increase or decrease the contract rates by the same amount. The Commonwealth will issue a change notice informing the Contractor of such changes. After such a change, the current Index at the time of the change will become the new base and the new contract rates will become the new base rates. In the event of no change in the CONSUMER PRICE INDEX, the Commonwealth will renew the contract with no price adjustment. No further document is required to be executed to renew the term of the contract.

#### **V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)**

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

#### **V.6 CONTRACT-003.1a Signatures – Contract (July 2015)**

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.



The Contract may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

#### **V.7 CONTRACT-004.1a Definitions (Oct 2013)**

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

#### **V.8 CONTRACT-005.1d Purchase Orders (July 2015)**

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be

deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

**V.9 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**V.10 CONTRACT-007.01b Delivery of Services (Nov 30 2006)**

**The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.**

**V.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

**V.12 CONTRACT-008.1a Warranty. (Oct 2006)**

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and

subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

#### **V.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)**

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

#### **V.14 CONTRACT-009.1d Ownership Rights (Oct 2006)**

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

#### **V.15 CONTRACT-010.1a Acceptance (Oct 2006)**

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

#### **V.16 CONTRACT-011.1a Compliance With Law (Oct 2006)**

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

#### **V.17 CONTRACT-013.1 Environmental Provisions (Oct 2006)**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

#### **V.18 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2013)**

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <http://www.epa.gov/epawaste/conservation/tools/cpg/index.htm> .

#### **V.19 CONTRACT-014.3 Recycled Content Enforcement (February 2012)**

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

#### **V.20 CONTRACT-015.1 Compensation (Oct 2006)**

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

#### **V.21 CONTRACT-015.1A Compensation/Expenses (Oct 2013)**

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services

shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

#### **V.22 CONTRACT-015.2 Billing Requirements (February 2012)**

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

#### **V.23 CONTRACT-016.1 Payment (Oct 2006)**

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

#### **V.24 CONTRACT-016.2 ACH Payments (Aug 2007)**

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

#### **V.25 CONTRACT-017.1 Taxes (Dec 5 2006)**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

#### **V.26 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

#### **V.27 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)**

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

#### **V.28 CONTRACT-020.1 Audit Provisions (Oct 2006)**

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

#### **V.29 CONTRACT-021.1 Default (Oct 2013)**

a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated

part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

#### **V.30 CONTRACT-022.1 Force Majeure (Oct 2006)**

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

#### **V.31 CONTRACT-023.1a Termination Provisions (Oct 2013)**

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds



(state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

### **V.32 CONTRACT-024.1 Contract Controversies (Oct 2011)**

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

### **V.33 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)**

a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign

its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

#### **V.34 CONTRACT-026.1 Other Contractors (Oct 2006)**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

#### **V.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015)**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or

first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### **V.36 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

**a. "Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

**b. "Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

**c. "Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

**d. "Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

**e. "Financial Interest"** means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

**f. "Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.

**g. "Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**2.** In furtherance of this policy, Contractor agrees to the following:

**a.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract

and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

**b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

**c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

**d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.

**e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

**f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

**g.** When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to

contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

**h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

**i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

**j.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

### **V.37 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

**1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

**2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us>/ or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

#### **V.38 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

#### **V.39 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **V.40 CONTRACT-033.1 Applicable Law (Oct 2006)**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth

of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

#### **V.41 CONTRACT- 034.1b Integration (Nov 30 2006)**

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

#### **V.42 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)**

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the IFB; and the Contractor's Bid in Response to the IFB.

#### **V.43 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

#### **V.44 CONTRACT-035.1a Changes (Oct 2006)**

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

#### **V.45 CONTRACT-036.1 Background Checks (Oct 2013)**

a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.

b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 Amended (January 30, 2008) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

#### **V.46 CONTRACT-037.1a Confidentiality (Oct 2013)**

(a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.



There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
  - (i) the attached document contains confidential or proprietary information or trade secrets;
  - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
  - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

#### **V.47 CONTRACT-051.1 Notice (Dec 2006)**

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, teletype, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

#### **V.48 CONTRACT-052.1 Right to Know Law (Feb 2010)**

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers

exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.



**LexisNexis  
Product Information and Pricing  
For the Commonwealth of Pennsylvania**

**Invitation for Bid No. 6100037179**

**June 9, 2016**

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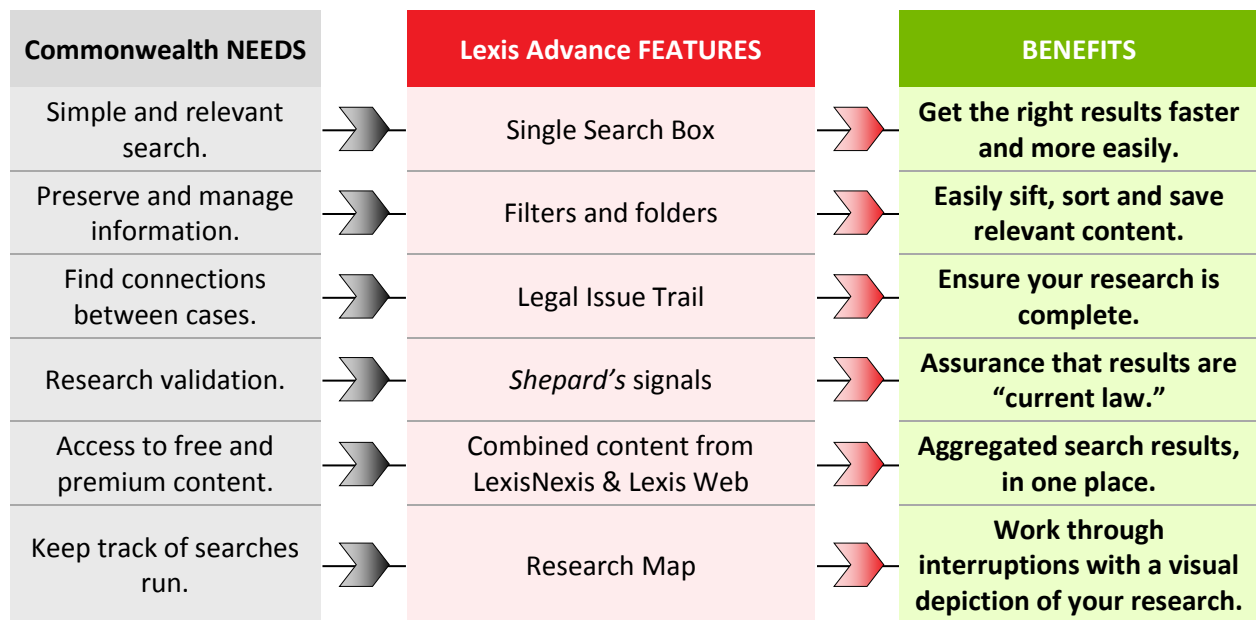
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# Lexis Advance

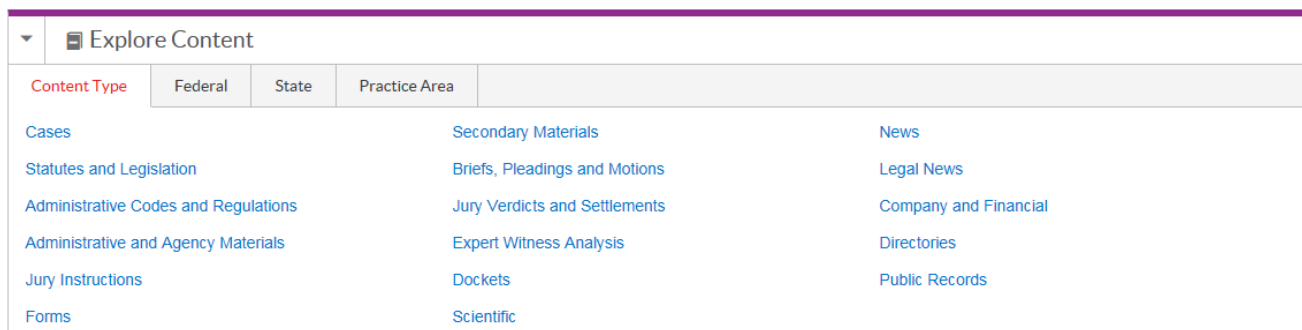
## Product Description

Lexis Advance transforms the way legal professionals conduct research. Through intuitive design, exceptional content and integrated analytics, Lexis Advance helps anticipate your next steps and quickly uncover the most important insights and analysis for your work.

Lexis Advance was designed by legal professionals for legal professionals.



 Above: **The Commonwealth's needs met by Lexis Advance.** Our strategy is to listen to our clients and develop innovative features within Lexis Advance that drive better outcomes.



The screenshot displays the Lexis Advance home page interface. It features several main sections:

- History:** A section with a clock icon and a dropdown arrow. It contains three tabs: "Searches", "Documents", and "Shepard's®". Under "Searches", there are five entries: "reasonable doubt Legal Search", "court (supreme) and dissent (reasonable doubt) Legal Search", "court (supreme) and reasonable doubt Legal Search", "reasonable doubt Legal Search", and "404 U.S. 336 Legal Search". At the bottom are "View all history" and "Research Map" buttons.
- Favorites:** A section with a star icon and a dropdown arrow. It includes a search bar with the text "All Content Types; All Jurisdictions; All Practice Areas & Topics" and a "Tips" link.
- Alerts:** A section with a bell icon and a dropdown arrow. It contains the text: "You have not created any alerts. See Help to find out how to create an alert."
- Notifications:** A section with a flag icon and a dropdown arrow. It contains the text: "You have no notifications."
- Archives:** A section with a book icon and a dropdown arrow. It contains the text: "Search a collection of archived codes, including statutory codes, constitutions, administrative codes, municipal codes, and court rules." and a link for "Archived Code Search".

- Above: A portion of the Lexis Advance home page, presenting content and resources in a clean and accessible manner, while keeping popular features and functionality at users' fingertips. Descriptions of some of the home page features are below.

### History



Quickly resume your work from past research sessions using the search history feature.

### Favorites



The Favorites pod displays the most recent sources, topics, and filters you have used in your searches.

### Alerts



Create alerts (Legal & News Searches, *Shepard's*, Pending Legislation) to run automatically or at intervals you specify.

### Folders



Organize your work by saving your searches, documents, notes, and alerts into folders.

### Explore Content



Quick access to available sources so you can choose, search and review results for just the sources you want. Simply click through the source hierarchy to choose the source(s) you need. You can also search all the sources available on any page.

## Features and Timesaving Tools

Lexis Advance is designed with timesaving tools which make it easier to access relevant content, analyze it and put your findings to work.

**Unequaled breadth and depth of content:** LexisNexis gives you content for more than 40 areas of legal practice and for all 50 U.S. states, Washington, D.C., the federal government, Puerto Rico and the Virgin Islands. We're constantly adding new content to ensure you have access to the greatest collection of legal sources available.

**Performance and Ease of Use:** Enhanced interface design and search system provides improved search and document retrieval times. Get the specific information you need faster in the file

format you need. Lexis Advance allows you to create direct links to search results, documents and more.

Customize your Home Page: Move home page pods where you want them. Rearrange your Lexis Advance Home Page screen, moving the pods to fit your research workflow and optimize your “real estate.” Want your Favorites on top? Just drag the Favorites pod and drop it there.

Faster Start to Research: Lexis Advance Practice Centers contain a broad and growing scope of editorially enhanced and curated resources – the go-to sources you count on. Each Practice Center offers specialized LexisNexis resources and tools for specific practice areas, jurisdictions and industries. Eliminate click-through. Make your Practice Page the first screen you see after you sign in to Lexis Advance. Add your other frequently used sources or source combinations to the easy-to-access Favorites pod.

Search and Relevance: Lexis Advance was specifically designed and built for legal professionals so it’s the most relevant, highly focused search experience you can have. “Smart” search algorithms are based on legal concepts, not public website results, which helps you get to more relevant answer sets faster.

Red Search Box: One box does it all – just start typing. The Red Search Box recognizes citations, sources, Boolean search and natural language and whisks you to the most relevant results. You can even *Shepardize* citations in the Red Search Box with one click. Plus, get suggestions for legal phrases and concepts for your search, as well as valid citations and names for thousands of cases and popular statutes as you type. It’s like having an exclusive legal dictionary at your fingertips.

Pre-Search Filters: If you do want to narrow your search, Lexis Advance provides one-step access to more filtering and source selection options including the “Filters” button which allows you to choose the filters you need based on jurisdictions, recent and favorite sources or filters, content types and practice areas.

Shepard’s Citations Service: Comprehensive *Shepard’s* coverage and exclusive, powerful refining tools help you validate your position and uncover additional support. With *Shepard’s* you’ll be confident that you’ve built your case and strategy on good law.

Work Folders: Lexis Advance makes it simple to organize your work by saving your searches, documents, notes, and alerts into folders. You can return to the folders at any time and share your work folders with others. Folders allow you to save search terms and documents from your results for an unlimited time. Folders can be accessed from mobile devices too.

Exclusive Legal Issue Trail: A unique and patented research tool that can increase research comprehensiveness and accuracy. Select a passage that has been identified within a case, then the Legal Issue Trail lists cases citing to the issue. Our closest competitor does not have anything similar.

Timely Alerts: Convenient alerts help you stay on top of the latest changes in your results—covering cases, topics, *Shepard’s* analysis, pending legislation, news and more. Or you can set up a publication alert and receive updates without a search query. Lexis Advance offers real-

time alerts among your delivery options so you can get the information you need when you need it.

## Exclusive Features

Lexis Advance has more innovative research tools with exclusive technologies and deep content offerings that make it easier and faster for customers to get comprehensive results, including:

- The Lexis Advance Word Wheel: Our Word Wheel displays legal phrases & documents, popular names (state and federal), sources and direct access to their TOCs, case names, and code sections. Our closest competitor's search box does auto-populate case names, but does not have code sections, direct access to public laws by popular name, legal phrases or direct access to source TOCs.
- Shepard's: The only citator in the legal world where you receive comprehensive editorial analysis conducted by experienced attorneys. They recognize implications and subtleties simple algorithms do not, so you get a complete range of editorial analysis. *Shepard's* is the gold-standard in the legal industry, and it's a LexisNexis exclusive.
- With Shepard's exclusive Citing Decisions Grid: Quickly see negative and positive treatment by jurisdiction and spot splits of authority. Our closest competitor has only negative analysis and cannot reveal splits of authority.
- Lexis Web: Search the Web as you search Lexis Advance with the same natural language, but without irrelevant non-legal Web clutter. Exclusive Lexis Web searches only sites vetted by LexisNexis attorney editors. Save searches and lots of time culling out questionable websites.
- Legal Issue Trail: A supplement to *Shepard's* and a unique research tool that can increase the comprehensiveness of a user's research, saving hours and hours of reading time that would normally be required to make similar connections. Our closest competitor does not have anything similar.
- Research Map: Visualize your search history with functionality not found on our closest competitor's service. Users can compare search results and select documents in the Research Map and find similar documents.
- Search Term Maps: An exclusive, patent-pending feature on Lexis Advance that allows you to zero in on the best case for your issue, assess the relevance of your search results and navigate individual documents at unprecedented speed. Your brain processes visuals 60,000 times faster than text. Now at Lexis Advance, every case document is visually mapped with your search terms so you can easily spot patterns and the densest concentrations of search term hits. Search Term Maps add color coding to your search words. The colors display as markers on interactive Search Term Location Bars you see in case law search results lists and in full text cases.
- Legislative Outlook: Lexis Advance delivers legislative analytical tools that help you predict the likelihood of passage for each bill that is introduced. This enhancement helps



you identify the legislation you should be paying attention to, understand the political factors that are impacting movement, and anticipate upcoming hurdles.

- Free Topic Summaries: Quickly learn about an unfamiliar legal topic by reviewing the definition, burden of proof and elements of a topic with our Topic Summaries. Easily link directly to cases, statutes and secondary materials that specifically cover the topic being viewed. Over 6,400 summaries are currently available and our closest competitor doesn't offer any feature like this.
- Ability to browse and search by Legal Topic: Users can retrieve all content related to a topic. Our closest competitor does not have a topically oriented legal taxonomy that finds materials beyond cases.
- More Sorting Options: Lexis Advance provides a variety of sorting options for search results across content types.
- More Post-Filter Options:
  - Lexis Advance has 12 populated post-search filters for cases, our closest competitor only offers five (remainder require users to manually enter search data, similar to a "Locate").
  - Lexis Advance has six populated post-search filters for statutes; our closest competitor only offers four.
  - Lexis Advance has nine populated post-search filters for secondary sources, our closest competitor only offers five (remainder require user to manually enter search data, similar to a "Locate").
  - Lexis Advance also offers more post-search filtering options for News, including the new location filter.
  - Lexis Advance displays individual post-search filters that are selected, and the user can remove one at a time; whereas, our closest competitor does not display individual filters and only provides the option to undo all filters.
  - Filters can be easily removed at the top of the screen.

## Lexis.com

Agencies presently accessing *lexis.com* will continue to do so for the life of the contract or until it is replaced with Lexis Advance, whichever comes first. Lexis Advance, which is the newest and most improved version of LexisNexis' research platform, is intended to replace *lexis.com* at an undetermined future date.

## Content and Pricing

### 1. Basic Legal Service - PA Only - No Public Records (PA Federal Cases Included)

- Pennsylvania state and federal cases
- Pennsylvania statutes
- Pennsylvania Administrative Code
- Pennsylvania and federal court rules
- Pennsylvania bills and bill tracking reports
- Pennsylvania regulation tracking
- Pennsylvania municipal codes
- Pennsylvania Attorney General and other administrative agency decisions
- Pennsylvania and nationwide law reviews and journals
- Pennsylvania Forms: Dunlap-Hanna
- United States Code Service
- Code of Federal Regulations
- Federal bills
- Federal briefs, pleadings and motions
- *Shepard's* Citations Service

**Price:** \$35 per user, per month

### 2. Basic Legal Service - PA Only – W/ PA-Only Public Records (PA Fed Cases Included)

- Pennsylvania state and federal cases
- Pennsylvania statutes
- Pennsylvania Administrative Code
- Pennsylvania and federal court rules
- Pennsylvania bills and bill tracking reports
- Pennsylvania regulation tracking
- Pennsylvania municipal codes
- Pennsylvania Attorney General and other administrative agency decisions
- Pennsylvania and nationwide law reviews and journals
- Pennsylvania Forms: Dunlap-Hanna
- Pennsylvania verdicts and settlements
- Pennsylvania public records
- Dockets: Pennsylvania and nationwide
- United States Code Service
- Code of Federal Regulations
- Federal bills
- Federal briefs, pleadings and motions
- *Shepard's* Citations Service

**Price:** \$46 per user, per month

### 3. Comprehensive Legal Service - No Public Records (PA and National Cases Included)

#### Legal Nationwide

- Case law: all states, all federal
- Statutes: all states and the United States Code Service
- Advance Legislative Service: all states
- Federal legislative history sources: US - CIS/Index, CIS/Historical Index, Congressional Record, Congressional Hearings, Committee Reports, Committee Prints, Congressional Documents (U.S. Serial Set), House and Senate Floor Voting Records, Tax Legislative Histories, and Congressional Member Profile Information
- U.S. Public Laws
- Bills and bill tracking reports: all states and all federal
- Court rules: all states and all federal
- Regulations: all states and the Code of Federal Regulations
- Federal regulation tracking
- Registers: most states and the Federal Register
- Municipal codes nationwide
- Attorney General opinions: all states and federal
- Jury instructions nationwide
- Administrative agency opinions and other materials: all states and all federal
- Court orders: federal and state
- Restatements
- Model Acts and Uniform Laws
- Tax Analysts materials
- All law reviews & journals
- ALI-ABA Course of Study materials
- Pennsylvania Treatises and Legal Practice Materials:
  - Pennsylvania Forms: Dunlap-Hanna
  - LexisNexis Practice Guides: Pennsylvania Civil Discovery, Pennsylvania Personal Injury Litigation,
  - Ohlbaum on the Pennsylvania Rules of Evidence
  - Pennsylvania Benchbook for Criminal Proceedings
  - Pennsylvania Causes of Action
  - Pennsylvania Civil Practice
  - Pennsylvania Evidence Courtroom Manual
  - Pennsylvania Law Encyclopedia
  - Remick's Pennsylvania Orphans' Court Practice
  - Pennsylvania Personal Injury Forms
  - Pennsylvania Tax Handbook
  - Pennsylvania Transaction Guide – Legal Forms
- NITA publications
- Law of Tax-Exempt Organizations
- Federal Tax Legislative Analysis treatise
- American Law Reports (for agencies with 11 or more attorneys)

- American Jurisprudence 2d (for agencies with 11 or more attorneys)
- Other jurisprudences: California, Florida, Michigan, New York, Ohio, Texas, California (for agencies with 11 or more attorneys)
- Federal briefs, pleadings and motions
- Legal dictionaries
- Directories: Law, federal government officials, medical specialists, select expert witnesses
- *Shepard's* Citations Service

### **News & Business Nationwide**

- Newspapers
- Wire services
- Blogs
- Web-based publications
- Magazines & journals
- News transcripts
- Newsletters
- Press releases
- News transcripts (TV and radio)
- Company filings and reports
- Company directories
- Industry statistics and analyst reports
- Industry directories and profiles
- Market research reports
- Country and region reports
- Scientific and medical journals

**Price:** \$55 per user, per month

## **4. Comprehensive Legal Service - with National Public Records (PA and National Cases Included)**

### **Legal and Public Records Nationwide**

- Case law: all states, all federal
- Statutes: all states and the United States Code Service
- Advance Legislative Service: all states
- Federal legislative history sources: US - CIS/Index, CIS/Historical Index, Congressional Record, Congressional Hearings, Committee Reports, Committee Prints, Congressional Documents (U.S. Serial Set), House and Senate Floor Voting Records, Tax Legislative Histories, and Congressional Member Profile Information
- U.S. Public Laws
- Bills and bill tracking reports: all states and all federal
- Court rules: all states and all federal

- Regulations: all states and the Code of Federal Regulations
- Federal regulation tracking
- Registers: most states and the Federal Register
- Municipal codes nationwide
- Attorney General opinions: all states and federal
- Jury instructions nationwide
- Administrative agency opinions and other materials: all states and all federal
- Court orders: federal and state
- Restatements
- Model Acts and Uniform Laws
- Tax Analysts materials
- All law reviews & journals
- ALI-ABA Course of Study materials
- Pennsylvania Treatises and Legal Practice Materials:
  - Pennsylvania Forms: Dunlap-Hanna
  - LexisNexis Practice Guides: Pennsylvania Civil Discovery, Pennsylvania Personal Injury Litigation,
  - Ohlbaum on the Pennsylvania Rules of Evidence
  - Pennsylvania Benchbook for Criminal Proceedings
  - Pennsylvania Causes of Action
  - Pennsylvania Civil Practice
  - Pennsylvania Evidence Courtroom Manual
  - Pennsylvania Law Encyclopedia
  - Remick's Pennsylvania Orphans' Court Practice
  - Pennsylvania Personal Injury Forms
  - Pennsylvania Tax Handbook
  - Pennsylvania Transaction Guide – Legal Forms
- NITA publications
- Law of Tax-Exempt Organizations
- Federal Tax Legislative Analysis treatise
- American Law Reports (for agencies with 11 or more attorneys)
- American Jurisprudence 2d (for agencies with 11 or more attorneys)
- Other jurisprudences: California, Florida, Michigan, New York, Ohio, Texas, California (for agencies with 11 or more attorneys)
- Federal briefs, pleadings and motions
- Legal dictionaries
- Directories: Law, federal government officials, medical specialists, select expert witnesses
- *Shepard's* Citations Service
- Nationwide public records with SmartLinx reports

## **News & Business Nationwide**

- Newspapers
- Wire services

- Blogs
- Web-based publications
- Magazines & journals
- News transcripts
- Newsletters
- Press releases
- News transcripts (TV and radio)
- Company filings and reports
- Company directories
- Industry statistics and analyst reports
- Industry directories and profiles
- Market research reports
- Country and region reports
- Scientific and medical journals

**Price:** \$65 per user, per month

#### **5. Public Records - PA Only - No Legal Service**

- Pennsylvania public records
- Pennsylvania verdicts & settlements
- Dockets nationwide
- Federal briefs, pleadings and motions
- Pennsylvania Forms: Dunlap-Hanna

**Price:** \$25 per user, per month

#### **6. Public Records - PA and National Cases - No Legal Service**

- Nationwide public records with SmartLinx reports
- Dockets nationwide
- Federal briefs, pleadings and motions
- Pennsylvania verdicts & settlements
- Pennsylvania Forms: Dunlap-Hanna

**Price:** \$40 per user, per month

## Optional Add-On Content

Purchases of any content below must be combined with the purchase of at least one the six content packages above.

### **Pennsylvania Treatises and Legal Practice Materials:**

- Pennsylvania Forms: Dunlap-Hanna
- LexisNexis Practice Guides:  
Pennsylvania Civil Discovery,  
Pennsylvania Personal Injury  
Litigation,
- Ohlbaum on the Pennsylvania Rules  
of Evidence
- Pennsylvania Benchbook for  
Criminal Proceedings
- Pennsylvania Causes of Action
- Pennsylvania Civil Practice
- Pennsylvania Evidence Courtroom  
Manual
- Pennsylvania Law Encyclopedia
- Remick's Pennsylvania Orphans'  
Court Practice
- Pennsylvania Personal Injury Forms
- Pennsylvania Tax Handbook
- Pennsylvania Transaction Guide –  
Legal Forms

**Price:** \$20 per user, per month

### **Pennsylvania Law Encyclopedia**

**Price:** \$5 per user, per month

### **Pennsylvania Transaction Guide-Legal Forms**

**Price:** \$10 per user, per month

### **Pennsylvania Forms, including Pennsylvania Transaction Guide**

**Price:** \$25 per user, per month

### **Pennsylvania Jury Instructions**

**Price:** \$8 per user, per month

### **City/County Legal Practice and Contracts Law Treatises**

- A Practical Guide to Disputes Between Adjoining Landowners - Easements
- A Practical Guide to Winning Land Use Approvals and Permits
- Antieau on Local Government Law, Second Edition
- Brownfields Law and Practice: The Cleanup and Redevelopment of Contaminated Land
- Carbon Trading Law and Practice
- Civil Rights Actions
- Clark on Surveying and Boundaries
- Construction Insurance: Coverages and Disputes
- Construction Law (Matthew Bender)

- Construction Law Digest
- Discovery in Construction Litigation
- Effective EPA Advocacy
- Environmental Law in Real Estate and Business Transactions
- Environmental Law Practice Guide
- Forms from Personal Injury: Actions, Defenses, Damages
- Insurance and Risk Management for State & Local Governments
- Insurance Coverage for Environmental Claims
- Killer Roads: From Crash to Verdict
- Land Use Law
- Marine Oil Pollution
- Municipal Litigation Reporter
- Newsgathering and the Law
- Nichols on Eminent Domain
- Personal Injury: Actions, Defenses, Damages
- Police Civil Liability
- Powell on Real Property
- Rapp, Education Law
- Regulatory Takings
- Toxic Substances Control Act (Gold & Warshaw)
- Williams & Meyers, Oil & Gas Law Abridged Ed.
- Zoning and Land Use Controls
- Zoning Law and Practice
- Corbin on Contracts

**Price:** \$25 per user, per month

### **Larson's Workers' Compensation Law**

**Price:** \$13 per user, per month

### **Briefs, Pleadings & Motions Nationwide**

**Price:** \$15 per user, per month

### **ALM News, Magazines, Newsletters & Blogs**

**Price:** \$13 per user, per month

### **Collier on Bankruptcy**

**Price:** \$40 per user, per month

### **Lexis for Microsoft Office with Document Tools**

**Price:** \$20 per user, per month



## Newsdesk

LexisNexis Newsdesk is a media monitoring and analytics solution to help you search, analyze and share market intelligence curated from the most comprehensive collection of print and online news, broadcast and social media sources in the industry.

### **Monitor coverage of your agency**

- Search and monitor news and events related to your agency from a single platform across licensed news, Web content, broadcast, social media and blogs
- Get a global view of media coverage from over 100 countries, in 75 languages
- React quickly with near real-time updates to your personalized dashboard of topics

### **Analyze media coverage to make confident decisions**

- Analyze search results to uncover trends and report on media coverage results such as share of voice, sentiment analysis, coverage changes over time and coverage reach
- Quickly uncover actionable insights for decisions related to reputation management, crisis management, competitive intelligence and strategic planning
- Create customized charts and graphs for visualization of results and data that are easy to share and digest

### **Share market intelligence across your agency**

- Confidently share copyright-compliant content across your agency
- Distribute alerts, newsletters and RSS feeds to keep colleagues informed of relevant information
- Improve collaboration by integrating analysis charts into agency portals and Intranets
- Report media coverage, market trends and intelligence the way your agency needs to see it with custom tagging, reports and integration options

## Pricing

Newsdesk version	Menus	Qty of admin users		
		Price per admin user, per month		
		1	2	ea. add'l
<b>Bronze</b> (Newsdesk)	NDBASE (Newsdesk)	\$60	\$96	\$12
<b>Silver</b> (Newsdesk + LN News)	NDBASE + WHLNIP (Newsdesk + LN News)	\$366	\$421	\$18
<b>Gold add on</b> (ability to do analytics and search Newsdesk sources for five years)		\$30	\$48	\$6

Each admin user receives up to 25 end users (readers). Each user purchased includes up to 25 Alerts/Newsletters/Exports/Archives (with a maximum of 5 exports)

Additional features:	
Twitter (5M tweets)	\$2,000/year/agency
Broadcast	\$1,500/year/user/region
Broadcast Media - Australian Content (per user)	\$9,000/year/user/region
Web Source Additions	\$100 each
Mobile app (enterprise version)	\$100 per month, per account 500-feed capacity organized in 25 folders, more topics provide added flexibility in delivering content to users. Account admins decide which topics are of interest with saved searches, which update automatically in the Newsdesk Mobile app.
Premium social media	\$471 per user, per month Includes Twitter, Instagram, YouTube, DailyMotion Video, Public Facebook Pages. Additional costs for wildcards, proximity searches or other complex search language. Annual results limits: Twitter - 5M tweets, Videos - 500K. Keyword limits (Instagram and Video only) 20 keywords. Facebook - 100 Public Facebook Pages (must submit at one time)

## Law360

In the legal profession, information is the key to success. You have to know what's happening with clients, competitors, practice areas, and industries. Law360 provides the intelligence you need to remain an expert and beat the competition.

With over 700,000 newsletter recipients each day, Law360 is a trusted news source for top lawyers, business leaders, and judges and court staff across the U.S. Law360 delivers key developments fast. We cover 85% of events within 48 hours, and our real-time alerts and daily newsletters make sure you know about them. Law360 is designed for busy professionals. You can access us at work, at home, or on the go, and browse the latest headlines in seconds.

# of Users	Annual Prices		
	Sections	Enterprise	Platform
up to 5	\$3,850	\$9,670	\$12,935
6-10	\$4,620	\$12,450	\$16,565
11-15	\$5,390	\$15,355	\$20,435
16-20	\$6,165	\$18,500	\$24,670
21-30	\$6,935	\$21,890	\$29,150
31-40	\$7,705	\$25,640	\$34,110
41-50	\$8,480	\$29,510	\$39,315
51-75	\$9,250	\$33,745	\$44,880
76-100	\$10,020	\$38,105	\$50,685
101-150	\$10,795	\$42,820	\$56,980
151-200	\$11,565	\$47,785	\$63,635
201-300	\$12,335	\$52,985	\$70,530
301-400	\$13,110	\$58,310	\$77,550
400+	\$13,880	\$63,995	\$85,170

## Lexis CLE On Demand

### LexisNexis Online Continuing Legal Education Courses

LexisNexis Online CLE courses are available on-demand, are customized and include exclusive content:

- Hot topics
- Specific to your work setting
- Includes Specialty and Ethics credits
- Option to create courses exclusively for the Court

Interactive sessions are designed for a Web learning environment. The easy-to use eLearning platform does not require installation and has built-in help and customer support. Certificates are available immediately after course completions.

The tailored, on-demand curriculum provides a useful learning experience based on your continuing legal education needs:

- Tailored, relevant 6 to 10 courses available on-demand
- Supplemented by live training by LexisNexis consultants
- Designed for on-demand audience (as opposed to “re-purposed” live training)
- Delivered through state-of-the-art learning management system
- Easy CLE Administration
- Competitive pricing

Training topics include the following:

- Elimination of Bias
- Environmental Law
- Immigration
- Insurance Research
- Intellectual Property
- International Law
- Labor & Employment
- Legislative History
- LexisNexis Research
- Lexis Update/Enhancements
- Litigation Research
- Litigation: Expert Witness Research
- Mergers & Acquisitions
- News & Business Research
- Public Records Research
- Shepard’s Research
- Social Media: A Practical Guide to Using Social Media for Lawyers
- Tax Research
- Time Matters Research
- Turn Technology to Your Advantage

**Pricing**

<b>Subscription Type</b>	<b>Monthly Price Per User</b>	<b>Annual Price Per User</b>
Unlimited Course	\$44	\$522
12 Courses	\$32	\$378
6 Courses	\$25	\$297
3 Courses	\$19	\$225

## CourtLink

We are pleased to offer CourtLink as a preferred docket management solution to Pennsylvania agencies. CourtLink allows users to gain critical insights by leveraging our broad collection of timely and topical court documents via the LexisNexis services. CourtLink offers a single search interface across all available courts to increase efficiencies.

CourtLink is the online authority for instantaneous searching, profiling, alerts, and document retrieval for U.S. court dockets. Using CourtLink provides significant advantages:

- Unmatched full-docket coverage
- Enhanced Single Search functionality for broad, multi-source searching
- The fastest notification of new cases

### **Unmatched Full Docket Coverage**

Through CourtLink, researchers will have access to full dockets from more courts than any other commercial vendor.

### **Breadth of Coverage**

LexisNexis will provide unlimited access to the industry's broadest and deepest federal, state, and local docket coverage. Users can be confident that they can find the information they need, with more than 180 million dockets. Our broad coverage includes full dockets for 1,071 state courts. In fact, 100% of the state coverage from CourtLink is comprised of full dockets – not minimal index data.

### **Depth of Coverage**

In addition to broader coverage, users will also have access to deeper archives with LexisNexis. CourtLink provides federal full docket coverage of up to 26 years, with some select federal docket coverage that reaches back over 30 years.

### **Enhanced Single Search Technology**

Only LexisNexis offers the powerful Single Search feature with CourtLink, which offers simultaneous searching of all of federal and state court dockets. Researchers will be able to conduct broad searches and filter result sets to rapidly identify critical and relevant information, including expert witness appearances in cases not found through conventional searches from our closest competitor.

### **Strategic Profiles, Sorting, and Templates**

Today's successful litigators are using CourtLink Strategic Profiles to develop comprehensive strategic profiles of litigants, opposing counsel and judges involved in their cases. CourtLink searches the most in depth historical civil online database of court records covering 10-20 years

of cases to pinpoint relevant information and to provide you a Strategic Profile with easy to read graphs, data charts and facts.

### **Litigation Alerts**

CourtLink provides the widest range of Alert capabilities of any commercial vendor. Researchers will be able to stay on top of any new filed cases of interest, and find out when an opposing party is involved in litigation. Alerts on a litigant, attorney or nature of a suit or keywords will deliver to users automatic e-mail notification of newly filed cases.

Researchers will improve effectiveness by receiving the fastest notification of newly filed cases. Only CourtLink offers hourly Alerts for U.S. District civil courts with keyword searching of the complaint document.

### **Docket Tracks**

CourtLink offers Tracks that allows users to receive an e-mail or online notification when changes occur to the docket. This feature will help researchers monitor cases surrounding program participants, debtors and other applicants throughout that litigation lifecycle as well as any other litigation of interest.

Tracks include Advanced Notification options. These options will allow researchers to receive special notifications for certain case events, such as new defense counsel and new parties in a case. Moreover, only CourtLink provides hourly Tracks for U.S. District Courts.

### **Pricing**

LexisNexis offers access to Exploring CourtLink at the following rates:

- 1 to 5 users per agency: \$95/user/month
- 6 to 10 users per agency: \$60/user/month
- 11 to 20 users per agency: \$42/user/month
- 21+ users per agency: \$39/user/month

## Prison Legal Research Solution on External Hard Drives

LexisNexis is the first electronic legal research company to provide content to correctional facilities in an external hard drive (EHD) format. They are designed specifically for use in a prison environment. Numerous correctional facilities prefer the EHD solution because it is faster, more efficient, easier to use, and cheaper than DVDs or CDs. EHDs employ USB 2.0/3.0 technology. There is no need to swap discs during the copy process and no requirement for special hardware, such as DVD/CD drives and towers.

### EHD Advantages

- **Self-powered** – No separate requirement to connect EHDs to a power source through an AC/DC adapter.
- **“Plug and play” access** – A drive letter is automatically assigned to the EHD when it is plugged into the PC/File Server (no software required)
- **USB 2.0/3.0 technology is faster than DVDs/CDs** – USB 2.0/3.0 technology permits extremely fast data access (for searching and/or copying of content) and is roughly twice as fast as a CD or DVD. Specifically, USB 2.0/3.0 transfers data at roughly 480Mbits/second, whereas a typical CD or DVD drive only transfers data at a rate of approximately 200Mbits/second.
- **Hardware failures: No cost and quick replacement** – Should there be a hardware failure with the EHD, we would quickly send a replacement unit at no additional cost.
- **No special/expensive hardware required** – The EHD eliminates the need for a CD/DVD drive or CD/DVD tower and the potential need to download a large amount of information from the CDs/DVDs to a hard drive.

### Shepard’s Citations Service

LexisNexis is the **sole provider** of *Shepard’s* Citations Service. The term *Shepardizing* has become commonplace in the legal industry because it’s the most trusted, in-depth and reliable method for determining whether an authority is still good law.

proprietary software that other vendors attempt to position as a citator, *Shepard’s* **covers the complete spectrum of editorial analysis**, from very negative (overruled) through mild negative (distinguished) to true positive (followed). *Shepard’s* offers the most thorough and current coverage of slip and unreported opinions, case law, federal and state statutes, federal regulations, court rules, administrative materials, secondary sources, and even U.S. patents.

Researchers have been *Shepardizing* with confidence for 140 years. A cornerstone of the legal research process, *Shepard’s* is the most dependable, thorough and detailed method for determining good law. Inmates have a legitimate need to see how subsequent cases may have



affected authorities on which they wish to rely. *Shepard's* provides a complete list of citation references by looking across courts and jurisdictions to provide a comprehensive list of documents that have cited to an authority. LexisNexis legal editors analyze decisions for history and treatment.

## Legal Research Content for Prisons/Inmates

### Federal Primary Sources:

- U.S. Code Service (annotated)
- U.S. Constitution
- Federal Court Rules
- U.S. Supreme Court Cases, Lawyers' Edition
- All Federal Cases

### Pennsylvania Primary Sources:

- Pennsylvania Statutes (annotated)
- Pennsylvania Constitution
- Pennsylvania Court Rules
- Pennsylvania Attorney General Opinions
- Pennsylvania Administrative Code
- Pennsylvania Advance Legislative Service
- Pennsylvania Judicial Decisions

### Practice Guides:

- Pennsylvania Evidence Courtroom Manual
- Ohlbaum on the Pennsylvania Rules of Evidence
- Civil Rights Actions
- Constitutional Rights of Prisoners
- Pennsylvania Benchbook for Criminal Proceedings
- Criminal Defense Techniques
- Moore's Federal Practice - Criminal
- Federal Habeas Corpus Practice and Procedure
- Legal Research Guide: Patterns and Practice
- Pennsylvania Law Encyclopedia
- Understanding Criminal Procedure
- Forms, Dunlap Hanna
- Pennsylvania Litigation LexisNexis Forms

### Citators and References:

- Shepard's - Pennsylvania
- Shepard's - Federal
- Ballentine's Law Dictionary

### Pricing for Prison/Inmate Legal Research Solution

<b>Number of Terminals</b>	<b>Price Per Terminal, Per Prison System,* Per Month</b>
1 to 20	\$550
21 to 40	\$531
41 to 60	\$512
61 to 80	\$493
81 to 100	\$474
101 to 120	\$455
121 to 140	\$429
141 to 160	\$403
161 to 180	\$377
181 to 200	\$351
201 to 220	\$325
221 to 240	\$299
241 to 260	\$263
261 to 280	\$227
281 to 300	\$191
301+	\$155

- \* A prison system is defined as all prison/jail facilities operated by an individual county, all prison/jail facilities operated by an individual city, or all prison facilities operated by the Pennsylvania Department of Corrections.

## Printed Legal Publications and eBooks

Authoritative legal content from LexisNexis Matthew Bender in print and eBook format helps attorneys streamline analysis with expert insights, checklists, forms, and primary law references. Cited frequently by the U.S. Supreme Court and other courts nationwide, our analytical materials provide the insight, commentary, checklists and forms needed to practice with greater confidence.

- **Currentness:** Matthew Bender content is updated an average of three times a year. The currentness of the products helps to ensure the most up-to-date cases and coverage of emerging issues.
- **Authors:** Matthew Bender content is written by leaders in their fields, both practitioners and members of the bench.
- **Citations:** Matthew Bender content is cited by more courts than any other publisher. Collier, Chisum, Moore, Nimmer, Appleman, Larson, Gilson, Weinstein and more are the leading sources in their practice areas.

To browse or search through a listing of all titles and list prices, please visit <http://bookstore.lexis.com/bookstore/catalog>.

### Editorial Value Added

LexisNexis is a recognized worldwide legal publisher with leading editorial content in all areas of law. Legal editors and authors include prominent judges, law professors, and practicing attorneys. In addition to being written by expert authors, our name brand treatises are reviewed and edited by experienced professional editorial staff, which includes attorney-editors who have substantial familiarity with their assigned subject areas. Our editorial team members work together to assure that each treatise is current, authoritative, and easy to use.

### Authoritative Sources

LexisNexis provides many legal treatises that set it apart from other legal publishers. We are the exclusive provider of Matthew Bender publications.

### Methods/Sources of Currentness

Treatises are updated regularly by our expert authors to ensure that the analysis contained therein reflects the very latest legal developments and trends. Our authors, all of whom are attorneys, law professors, or judges, and many of whom are well known experts in their subject areas, review all relevant legal developments (including case law, legislation, regulatory developments, and court rule changes) occurring since the last update to the publication and revise or supplement the text as appropriate.

Finally, as a double check, our experienced in-house attorney editors regularly monitor current legal developments and trends in their assigned topical areas, using a variety of methods such as legislative services, online case reporters, scholarly journals, membership in bar associations,

and continuing legal education. Using this knowledge, our editors work with the authors and board members to plan and review all updates to assure that the latest legal developments are incorporated into our products in a timely fashion.

### **Discounted Pricing**

To browse a catalogue of publications and list prices, please visit <http://bookstore.lexis.com/bookstore/catalog>.

Pricing advantages include the following for all Commonwealth agencies:

- Free shipping and handling on any new purchase (does not apply to renewals, updates, or existing subscriptions).
- A Dual Media discount of up to 50% on new purchases/subscriptions if the agency also subscribes to the same titles on LexisNexis online services. The Dual Media discount is applied to renewal and/or updates of the subscription as long as the same title is maintained online. The agency will receive up to a 30% discount off other new print publication purchases as long as the agency subscribes to LexisNexis online services. Some exclusions may apply, please contact your account manager for details. All the print discounts apply to new purchases only and not to renewals, updates or existing subscriptions.

## LexisNexis Academic; LexisNexis State Capital

### LexisNexis Academic

With this online academic research database, Pennsylvania college faculty and students can find the critical news, legal and business information they need. Quickly and easily search full-text documents from over 17,000 credible sources of information and pinpoint relevant information for a wide range of academic research projects using LexisNexis Academic.

More than 2,000 U.S. universities choose LexisNexis Academic for its:

- Comprehensive, authoritative news content, including current coverage and deep archives
- Extensive legal sources for federal and state cases and statutes, including U.S. Supreme Court decisions since 1790
- Unparalleled business information on over 80 million U.S. and international companies and more than 63 million executives
- Powerful search capability that operates behind simple, fill-in-the-blank search form
- Fast, easy—anywhere—access that can support unlimited users
- Reliable on-demand support and training for librarians

### Pricing

Pricing per year, per institution for Higher Education:

- 1,500 students: \$3,165
- 5,000 students: \$10,550
- 15,000 students: \$31,650

### LexisNexis State Capital

LexisNexis State Capital provides comprehensive information on all 50 states from a single Web source. It's never been easier to search across all 50 states at once. With unprecedented scope and depth of information published by and about the states, LexisNexis State Capital will help New York agency researchers compare law and public policy developments, monitor proposed and enacted state laws, analyze national and regional trends, get facts about state legislators and their staffs, and monitor news.

LexisNexis State Capital provides access to:

- Bills
- Laws
- Constitutions
- Proposed regulations
- Enacted regulations
- Legislature membership

- Newspapers of record

Patrons find information faster without the need for extensive training – help text and easy-to-use search forms encourage independent work.

Novice and experienced researchers can feel confident in their ability to complete their research – easy-to-use search forms and Boolean search capability offer options for both.

Users can save valuable time and energy – instead of searching multiple sources or scrolling through irrelevant open-Web search results from unreliable sources, patrons get a tailored product that provides a comprehensive search from sources they can trust.

## **Pricing**

### Pricing per year, per institution for Higher Education:

- Up to 1,500 students (minimum): \$1,565
- 1,501 to 2,500 students: \$1,957
- 2,501 to 3,500 students: \$2,357
- 3,501 to 5,000 students: \$2,759
- 5,001 to 7,500 students: \$3,666
- 7,501 - 10,000 students: \$4,575
- 10,001 to 12,500 students: \$5,482
- 12,501 to 15,000 students: \$6,390
- 15,001 to 17,500 students: \$7,298
- 17,501 to 20,000 students: \$8,205
- 20,001 to 25,000 students: \$9,113
- 25,001 - 27,000 students (maximum): \$10,021

### Pricing per year, per library system, for Public and State Library Systems:

- Population 100,000 and under: \$1,739
- Population 100,001 to 250,000: \$2,898
- Population 250,001 to 500,000: \$4,636
- Population over 500,000: \$5,797

## Other Content and Solutions

LexisNexis can also offer State agencies numerous other online legal, news, business, and public records materials and solutions that are not listed specifically in this bid. Agencies may learn more about these offerings online at [www.lexisnexis.com](http://www.lexisnexis.com). Pricing can be made available upon request.