Lexis Advance® Subscription Agreement for State/Local Government  
(New Subscriber Version)

“Subscriber” Name: ____________________________

Account Number: ____________________________

“LN”: LexisNexis, a division of RELX Inc.

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.

<table>
<thead>
<tr>
<th>Number of Government Professional Users:</th>
</tr>
</thead>
</table>

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.

<table>
<thead>
<tr>
<th>Number of Support Staff Users:</th>
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</table>

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.

<table>
<thead>
<tr>
<th>Lexis Advance Content &amp; Features</th>
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<tbody>
<tr>
<td>Product</td>
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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.

<table>
<thead>
<tr>
<th>Committed Term</th>
<th>Monthly Commitment</th>
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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:

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<th>Subscriber:</th>
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<td>[MUST BE COMPLETED BY SUBSCRIBER]</td>
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<table>
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<tr>
<th>Authorized Subscriber Signature:</th>
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<tr>
<td>Printed Name:</td>
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<tr>
<td>Job Title:</td>
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<td>Date:</td>
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LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

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<td>Name:</td>
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<td>Job Title:</td>
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<td>Date:</td>
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</table>
CUSTOMER INFORMATION  (Please type or print):

<table>
<thead>
<tr>
<th>Organization Name: (Full Legal Name)</th>
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<tr>
<td>Billing Frequency:</td>
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<td>□ Monthly</td>
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<td>□ Annually</td>
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<td>Physical Address</td>
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<td>Invoice Address</td>
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<td>Street Address:</td>
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<td>City:</td>
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<td>State:</td>
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<td>Zip:</td>
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<td>Telephone:</td>
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<td>Fax:</td>
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<td>Parent Company: (if applicable)</td>
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<th>Type of Organization:</th>
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<td>□ Judicial</td>
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<td>□ Executive</td>
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<th>Professional User:</th>
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<th>Practicing Area of Law:</th>
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<th>Support Staff:</th>
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<th>Issuing State:</th>
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<th>Date Issued/Expiration Date:</th>
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<th>Organization Web Address:</th>
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| Tax Exempt: |
|             |
| □ Yes (attach Sales Tax Exemption Certificate) |
| □ No                                             |

| MSA: |
|□ Yes |
|□ No  |

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<tr>
<th>Tax ID No:</th>
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<th>State Contract No:</th>
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<th>PO No: (If applicable)</th>
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<th>Contacts:</th>
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<td>Telephone</td>
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<td>Email</td>
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<th>Policy/Legal Notification:</th>
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<th>Scheduling/Training:</th>
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<thead>
<tr>
<th>Super Admin:</th>
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<tbody>
<tr>
<td>Name</td>
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<td>Telephone</td>
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<th>Email</th>
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<table>
<thead>
<tr>
<th>IP Address</th>
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<tbody>
<tr>
<td>ID HOLDERS’ NAMES (additional sheet attached □)</td>
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<td>------------------------------------------------</td>
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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) 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 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.

<table>
<thead>
<tr>
<th>Optional EagleEye software – Check if applicable</th>
<th>(Offering 1511821)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>“COMMITMENT PERIOD”</strong></td>
<td><strong>NUMBER OF AUTHORIZED USERS OF LEXIS FOR MICROSOFT OFFICE (Offering 1000352)</strong></td>
</tr>
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<td>$</td>
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</table>
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 Implementation, 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 | | LEXISNEXIS, A DIVISION OF RELX INC. |
|------------|-----------------|
| NAME:      | NAME:           |
| TITLE:     | TITLE:          |
| DATE:      | DATE:           |
## Subscriber Implementation Information

<table>
<thead>
<tr>
<th>IT Administrator Name:</th>
<th>IT Administrator Address:</th>
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</thead>
<tbody>
<tr>
<td>IT Administrator Phone Number:</td>
<td>IT Administrator Email Address:</td>
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<tr>
<td>Location of Primary Data Center(s)</td>
<td></td>
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</table>

### Subscriber User Locations

<table>
<thead>
<tr>
<th>(City, State)</th>
<th>Percentage of Users (%)</th>
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### Lexis for Microsoft Office Access

- [ ] Lexis for Microsoft Office or Lexis For Microsoft Office – With Document Tools
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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: __________________________
   County: __________________________  Country: __________________________

3. Telephone Number: __________________________  Fax Number: __________________________

4. Invoice Address (email and physical address):

5. Name of Contact, Telephone Number and Email Address for the following:
   Overall Installation: __________________________  __________________________  __________________________
   Billing: __________________________  __________________________  __________________________
   Policy/Legal Notification: __________________________  __________________________  __________________________
   Scheduling/Training: __________________________  __________________________  __________________________

6. Tax Exempt:   ☐ Yes (attach Sales Tax Exemption Certificate)   ☐ No

7. Organization Web Address: __________________________

8. 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.

<table>
<thead>
<tr>
<th>Product(s) and Pricing  ‘PRISON SOLUTIONS’ - EHD DVD N/A</th>
<th>Acct Number: TBD</th>
<th>Qty of each of those checked above:</th>
<th># of Terminals of each of those checked above:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distributed Media Prison Solution</td>
<td>ISBN#</td>
<td>Library #</td>
<td></td>
</tr>
<tr>
<td>Indiana Basic EHD</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Check Box if Delivery Address and or Contact Name is same as above ☒

Delivery Address: __________________________  __________________________  __________________________
Contact Name: __________________________  __________________________  __________________________

<table>
<thead>
<tr>
<th>PRISON SOLUTIONS Order Periods</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>to</td>
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</tbody>
</table>

© 2015 LexisNexis. All rights reserved.
<table>
<thead>
<tr>
<th>Product(s) &amp; Pricing ‘ONLINE ACCESS’ - STAFF ONLY</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total # Government Professionals:</td>
<td></td>
</tr>
<tr>
<td>Preferred Pricing Materials:</td>
<td></td>
</tr>
<tr>
<td>Source/Menu #:</td>
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<tr>
<td>Shepards:</td>
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</table>

See attached for additional Preferred Materials

<table>
<thead>
<tr>
<th>Product(s) &amp; Pricing ‘ONLINE ACCESS’ - Staff on Behalf Of Inmate</th>
<th>Inmate Access</th>
<th>N/A</th>
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<tbody>
<tr>
<td>Total # Terminals:</td>
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</tr>
<tr>
<td>Preferred Pricing Materials:</td>
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<tr>
<td>Source/Menu #:</td>
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<tr>
<td>Shepards:</td>
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</tbody>
</table>

See attached for additional Preferred Materials

Customer IP Address

<table>
<thead>
<tr>
<th>Location</th>
<th>IP Address</th>
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ONLINE ACCESS Staff User Name(s) List

<table>
<thead>
<tr>
<th>ID Holder Name</th>
<th>ID Holder Email address</th>
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<tbody>
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See attached for additional names

ONLINE ACCESS Order Periods

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Annual</th>
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*NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER AGREES THAT LN/MB ACT ONLY AS A BILLING AGENT AND HAVE NO LIABILITY OR OBLIGATIONS (IN WARRANTY OR OTHERWISE) FOR THE KIOSKS.*
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 sub contracting 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, Miamius, 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.
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 20TH DAY OF THE PRECEDING MONTH.

Account Representative Name: ___________________________ Account Representative Number: ___________________________

4833-5587-8454, v. 1
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.

<table>
<thead>
<tr>
<th>Product* (Check applicable)</th>
<th>Number of Newsdesk Administrator Users (“Admin User”) and Authorized Readers (“Readers”)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newsdesk (NDBASE)</td>
<td>Number of Admin Users</td>
</tr>
<tr>
<td>LexisNexis Newsdesk (NDBASE + WHLNIP)</td>
<td>(Each Admin User can send reports to up to 25 Readers)</td>
</tr>
<tr>
<td>LexisNexis Newsdesk + Factiva (NDBASE + WHLNIP + MOROVR)</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Period</th>
<th>Monthly Commitment</th>
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<td>to</td>
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</table>

* 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.

<table>
<thead>
<tr>
<th>Product</th>
<th>Pricing / Billing Frequency</th>
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</thead>
<tbody>
<tr>
<td>Twitter (includes Setup, Keywords, and 5 Million Tweets) Per Firm Fee</td>
<td>$ annually</td>
</tr>
<tr>
<td>Broadcast Media Number of Administrators: Regions Elected: US</td>
<td>$ monthly</td>
</tr>
<tr>
<td>Product</td>
<td>Pricing / Billing Frequency</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Source Additions</td>
<td>$ one-time fee</td>
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<tr>
<td>Number of Websites to be Added:</td>
<td></td>
</tr>
<tr>
<td>Premium Social Media - Twitter, Instagram, YouTube, DailyMotion Video, Public Facebook Pages</td>
<td></td>
</tr>
<tr>
<td>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). Subscriber will be automatically charged an additional, one-time fee of $100 for an additional 1M Tweets or 100,000 video results posts if Subscriber exceeds the annual result limits. Includes initial set-up of Premium Social Media account. LN reserves the right to invoice Subscriber for costs associated with changing account set-up if Subscriber alters the search queries.</td>
<td>$</td>
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<tr>
<td>Newsdesk Mobile App</td>
<td>$</td>
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<tr>
<td>Gold Package</td>
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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
Subscriber hereby agrees that the disclosure of this Agreement to third parties may cause severe competitive harm to LN so that this Amendment, its pricing, content and all related invoices shall be held in strict confidence and not shared with any third parties including, but not limited to advisors, consultants, agents and independent contracts under any circumstances, unless required by law or Subscriber obtains written consent from LN. In addition, this Agreement will only be shared with Subscriber personnel who have legitimate need to know.

7. Arbitration
7.1 Except as provided in Section 7.4 below, any controversy, claim or counterclaim, arising out of or in connection with this Agreement will be resolved by binding arbitration under this Section 7 and the then-current American Arbitration Association (“AAA”) Commercial Rules, WITH THE EXCEPTION THAT ANY ARBITRATION WILL BE CONDUCTED AND RESOLVED ON AN INDIVIDUAL BASIS ONLY AND NOT ON A CLASS-WIDE, MULTIPLE PLAINTIFF OR SIMILAR BASIS. In the event any court, arbitrator or panel of arbitrators rules that the foregoing limitation is invalid, then, arbitration shall not be available and is expressly precluded as a method of conducting and resolving disputes arising under this Agreement. The duty to arbitrate will extend to any employee, officer, agent or affiliate of either party. The arbitration will be held in the United States headquarters city of the party not initiating the claim, however Subscriber may choose to participate in person, by telephone or document submission. The arbitration will be conducted by a sole arbitrator who is knowledgeable with respect to the electronic information services industry and is an attorney. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the Agreement.

7.2 Each party will bear its own attorneys' fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that the fees assessed by the AAA for the services of the arbitrator will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses and attorneys' fees which are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator will be obligated to apply and follow the
substantive law of the state as specified in the Agreement and if none is specified, then the law of the state of New York.

7.3 In order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations and settlement terms confidential.

7.4 Claims and controversies involving the following will not be subject to arbitration and the parties agree to exclusive jurisdiction in federal or state courts located in Montgomery County, Ohio: (a) a violation of any of the proprietary rights of LN, including claims in equity or law to protect the intellectual property rights of LN or its third-party content providers; (b) failure to comply with restrictions on use of the Materials included in the Agreement; or (c) non-payment. LN retains at all times the right to obtain an injunction in court to prevent misuse of the Newsdesk Service and all other LN and LN affiliates' products and services.

8. 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:

<table>
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<tr>
<th>Subscriber:</th>
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<td>[ALL FIELDS BELOW MUST BE COMPLETED BY SUBSCRIBER]</td>
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<tr>
<th>Authorized Subscriber Signature:</th>
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<th>Printed Name:</th>
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<tr>
<th>Date:</th>
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## SUBSCRIBER INFORMATION*

(Please type or print)

### Organization Name:

(Plase Full Legal Name)

### Contact Information:

<table>
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<tr>
<th>IP Address:</th>
<th>Physical Address:</th>
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<th>Telephone No.:</th>
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### Invoice Address:

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<th>Email Address:</th>
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### Installation Contact:

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<th>Name:</th>
<th>Telephone No.:</th>
<th>Email Address:</th>
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### Billing Contact:

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<th>Telephone No.:</th>
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### Policy/Legal Notification Contact:

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<th>Name:</th>
<th>Telephone No.:</th>
<th>Email Address:</th>
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### Scheduling/Training Contact:

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<th>Name:</th>
<th>Telephone No.:</th>
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### Parent Company (if applicable):

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<th>Name:</th>
<th>Telephone No.:</th>
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### Type of Organization (check or complete all that apply):

- [ ] Publicly Traded Company
- [ ] Private Corporation
- [ ] Sole Proprietor
- [ ] Partnership/LLC

- Law Firm

### 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:

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<th>Physical Address:</th>
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<th>Country:</th>
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### 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 the following terms shall have the following meanings:

1.1 "Access Link" means a hypertext link to access discrete, full-text articles and materials as the same are made available through the Newsdesk Service. Access Links are developed by LN or its affiliates.

1.2 "Agreement" means the LexisNexis Newsdesk Agreement to which these Terms and Conditions are attached thereto and made a part thereof.

1.3 "Authorized Reader" means an Authorized User for whom a Reader License has been purchased under the Agreement.

1.4 "Authorized User" means those persons who meet the definition of Authorized User in the General Terms (as defined herein) and for whom Subscriber has purchased a Newsdesk User or Authorized Reader license in the Agreement.

1.5 "Fees" means all fees to be paid by Subscriber for the Newsdesk Services as set forth in the Agreement.

1.6 "General Terms" means the LexisNexis General Terms and Conditions as the same are viewable at www.lexisnexis.com/terms/general. The General Terms shall apply to Subscriber's use of the LN Licensed Content but do not apply to Subscriber's use of Subscriber Provided Content or Web Content.

1.7 "LN Licensed Content" means content that is licensed to Subscriber from LN in the Agreement, if applicable. The LN Licensed Content is considered and referred to as "Materials" under the General Terms.

1.8 "Newsdesk Services" means the LN news portal interface that provides news search tools, e-mail alerts and other services with the LN Licensed Content, Web Content and Subscriber Provided Content (if any), including the related Access Links. The Newdesk Reader is a feature of the Newsdesk Service.

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

1.10 "Newsdesk User" means an Authorized User for whom Subscriber has purchased a Newsdesk User seat in the Agreement. A Newsdesk User has all of the rights that an Authorized Reader has plus the additional rights described in Section 2.2.3.

1.11 "Newsletter Feature" is a feature of the Newsdesk Reader Service that allows Newsdesk Users to select a limited number of articles to be included in an electronic newsletter (a "Newsletter") in an Access Link format for Web Content or in an Access Link or full text format for LN Licensed Content. The Newsletter will be emailed to Authorized Readers by LN.

1.12 "Reader License" means the license granted by LN to an Authorized Reader to allow the Authorized Reader to view the full-text of LN Licensed Content that is supplied via Access Links on the Subscriber Intranet Website or in a Newsletter, but which does not permit the Authorized Reader to conduct searches in the Newsdesk Service.

1.13 "Source Addition" means a specific source of web content that Subscriber requests that LN establish as a Source URL or which Subscriber adds as a Source URL.

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

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

1.16 "Subscriber's Intranet" means Subscriber's internal website accessible only to Subscriber's employees, temporary employees and/or contractors. No other parties shall have access to such intranet website.

1.17 "Subscriber Provided Content" means content owned by Subscriber which Subscriber may make available through the Newsdesk Services via RSS feed functionality. Subject to the execution of additional terms and conditions, Subscriber Provided Content may also include content licensed by Subscriber from third party content providers other than LN. Subscriber Provided Content shall not constitute "Materials" under the General Terms.

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

1.19 "Web Content" means any content available on the open web which is accessible through the Newsdesk Services for display via an Access Link including, without limitation, online news articles and press releases, social media content, web postings by third parties relating to a Source Article and/or a Source URL. Web Content shall not constitute "Materials" under the General Terms.

2 Use of Newsdesk Services.

2.1 Grant of Rights.
LN hereby grants to Subscriber a nonexclusive, nontransferable, limited right to access and use the Newsdesk Services for media monitoring purposes. The foregoing grant of rights includes the right for Newsdesk Users to use the Newsdesk Services and the right for Authorized Readers to use the Newsdesk Reader Service.

2.2 Delivery of Services; Newsdesk Services.
2.2.1 LN shall provide access to the Newsdesk Services via the newsdesk.moreover.com website, or such other URLs as may be specified by LN from time-to-time.
2.2.2 There are two types of Authorized Users of the Newsdesk Services: Newsdesk Users and Authorized Readers. The number of seats of each type of user is set forth in the Agreement.
2.2.3 A Newsdesk User has access to all features of the Newsdesk Services. A Newsdesk User may conduct searches in the Newsdesk Service. The searches will return results in a cite list format with Access Links that must be clicked on to view the full text documents. The Newsdesk User may view the full text of LN Licensed Content within the Newsdesk Services or the full text of Web Content at the Source URL via the Access Links. A Newsdesk User may also search and retrieve Subscriber Provided Content through the RSS feed functionality of the Newsdesk Service. Finally, a Newsdesk User may select a limited number of articles to display to Authorized Readers via the functionality of the Newsdesk Reader Service.
2.2.4 An Authorized Reader may not access the Newsdesk Service. Rather, an Authorized Reader may view Access Links that have been selected by a Newsdesk User for display on Subscriber's Intranet or in a Newsletter. The Access Links to Web Content will direct the Authorized Reader to the Source URL to view the full text of the Source Article. LN Licensed Content may be displayed to an Authorized Reader in a Newsletter as Access Links or in full text. Newsletters will be emailed to the Authorized Readers at the email addresses provided by the Newsdesk User. Newsdesk Users and Authorized Readers are prohibited from further forwarding or distributing the Newsletter outside of their organization.

2.3 Use of Newsdesk Services; Conditions and Limitations.
Subscriber's use of the Newsdesk Services is subject to the following restrictions:
(a) The rights set out herein are limited to the use of the Newsdesk Services for Subscriber's internal operations. The LN Licensed Content is made available for each Authorized User's individual use only and may not be further distributed, disseminated, or displayed expect as otherwise provided herein or in the General Terms;
3. Use of Web Content and Subscriber Provided Content. As part of the Newsdesk Services, LN may provide Access Links to Web Content and/or Subscriber Provided Content. The Web Content and Subscriber Provided Content do not constitute "Materials" as that term is used in the General Terms. Subscriber's use of Web Content and Subscriber Provided Content is subject to Section 6.2.

3.4 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 and expense, to obtain the right for Subscriber to continue use of the affected Newsdesk Service and/or LN Intellectual Property or to replace or modify the same so that it 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 upon 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. All consideration due under the 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 the 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.

5 Survival

Except as otherwise set forth herein, Sections 3, 5, 6 and 7 (and any other provisions of these Newsdesk Terms which in order to give effect to their meaning need to survive its termination) shall survive any termination or expiration of the Agreement.

6. Warranty Disclaimer; Limitation of Liability

6.1 EXCEPT AS SET FORTH IN THE GENERAL TERMS, THE NEWSDESK SERVICES AND LN LICENSED CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. LN EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

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 LN LICENSED 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 THE 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. IN NO EVENT SHALL LN BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY.

6.4 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 the Agreement.
7 Miscellaneous Provisions

7.1 Order of Precedence. In the event of a conflict between the General Terms and these Newsdesk Terms, the General Terms shall govern with respect to access to and use of the LN Licensed Content (except that the governing law of the Agreement shall be as set forth in Section 7.2 below), and these Newsdesk Terms shall control for all other purposes.

7.2 Governing Law. Regardless of anything to the contrary set forth in the General Terms, the Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without reference to conflict of laws principles.

7.3 Partial Invalidity. If any provision of the 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.

7.4 Independent Contractors. The parties hereto are independent contractors in relation to each other. Nothing in the 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.

7.5 Modification. Except as otherwise provided herein, no addition to, or modification of, any provision of the 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.

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

7.7 Notices Any notices required to be given under the Agreement shall be in writing and shall be personally delivered or sent by overnight delivery or by first class mail (certified or registered, if available), or email to the address of the relevant party specified in the 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 emailed if sent by email.

7.8 Entire Agreement. These Newsdesk Terms, together with the Agreement, constitute 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.

7.9 Compliance with Laws. Subscriber’s use of the Newsdesk Service, the LN Licensed Content and the Web Content must comply with all applicable laws, rules and regulations, including applicable copyright laws. LN shall have the right to suspend performance of any of its obligations under this Amendment, without any prior notice being required and without any liability to Subscriber if Subscriber fails to comply with this provision.

7.5 Waiver. The failure to exercise or delay in exercising a right or remedy under the 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 the 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 the Agreement are cumulative and not exclusive of any rights or remedies provided by law.
Law360 User Agreement
Terms and Conditions of Use - Privacy Policy – Disclaimer

The use of 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.”

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.
**ORDER FORM**
Revised May 2016

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

---

**Ship to Account Information:**
- **Name:**
- **Attn:**
- **Street:**
- **City, State, Zip:**
- **County:**
- **Telephone #:**
- **Fax #:**
- **Email Address:**

**Account Information Change**
- **Name:**
- **Contact:**
- **Street:**
- **City, State, Zip:**
- **County:**
- **Telephone #:**
- **Fax #:**
- **LexisNexis Bill Group #:**

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I certify there are ______ attorneys in the firm or department.

---

**Enter Account # or check NEW ACCOUNT**

**Enter Bill to Account # (if different than ship to) / Purchase Order #:**

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**Sub = Subscription**
For types of subscriptions and related options and letter codes, see clauses 1 and 2 below.

**OTP = One time purchase only. NOT applicable for any Service Titles offering a 12 month Service Period.**

**DISC = Discount**

---

**Subtotal other pages:** $

**Discount:** $

**Subtotal:** $

**Tax ____%:** $

**Grand Total Price:** $

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

---

1) **“S” Service Subscription** - Price includes product and Updates published during the indicated service period (minimum 30 days) at no additional charge except tax, shipping and handling where applicable. Renewal options include:
   a) **“S/AR” Service Subscription with Automatic Renewal** - If you select this option your subscription will be automatically renewed without any action on your part. Notification that the subscription is due to be renewed, and the price of renewal, will be sent to you 60 days prior to renewal. Estimated prior-year prices and update frequency are shown with the description of each title.
   b) **“S/N” Service Subscription with Notification** - Notification that the subscription is due to be renewed, and the price of renewal, will be sent to you 60 days prior to renewal. If you fail to act, your subscription will be canceled.
2) **“NS” Non-Service Subscription** - Price includes product only, plus any Updates published within 30 days of purchase or as otherwise indicated. Subscription options include:
   a) **“NS/AS” Non-Service Subscription with Automatic Shipments** - If you select this option you will receive and be billed for future Updates outside of the 30-day period without any action on your part. Estimated prior year prices and update frequency are shown with the description of each title. Non-Semiconductor Electronic Publications will be updated via automatic shipment to you, or by LN either pushing the Update to you electronically or notifying you that an Update is available for download.
   b) **“NS/N” Non-Service Subscription with Notification** - Notification that an update has been published and the price of the update will be sent to you. If you fail to act, you will not receive the update.

3) Additional pricing information for subscriptions:
   a) Unless otherwise indicated, pricing (including any grand total, retail price, and other pricing), does not include tax or shipping and handling, which will be charged and due at the then current rates. Shipping and handling amounts will be invoiced separately and will be included in your final invoiced amount. If you have chosen a monthly billing option, shipping and handling charges will be prorated over the term of the subscription and billed accordingly.
   b) Advertised prices are subject to change without notice.
   c) By placing an order, you agree you have been advised of the number of Updates and the cost related to the Updates that were made to the Publications last year. Renewal and Update price estimates are based on prior year costs and do not reflect actual costs associated with future renewal and Updates, which will likely include an increase over prior year’s subscription price. The number of Updates and the upkeep costs 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 Support at 800-833-9844 for additional information on Update frequency and price.

4) Cancellation and Return Information:
   a) You may cancel any subscription at any time by calling Customer Support at 800.833.9844; by mailing (postage paid) written notice of cancellation to us at LexisNexis Matthew Bender Attn: Customer Support, 9443 Springboro Pike, Miamisburg, Ohio 45342; or via https://support.lexisnexis.com/print . If you cancel a Subscription 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 subscription order at their list price.
   b) Shipments must be returned within 30 days of receipt, at your expense, for full credit of the purchase price, less shipping and handling fees and any other discount credits. All returns must be returned unused in the same condition as received. A copy of the invoice received with the shipment should be included with your return. A return shipping label is not provided. You can send your return to the following address:

   LexisNexis Matthew Bender
   136 Carlin Road
   Conklin, NY 13748-1531

   c) If you cancel a Service Subscription between 31 and 60 days after the invoice date and you return the product at your expense, you will receive a 5/6th credit of the price for the annual subscription. 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.
   d) If you return a Non-Service Subscription at your expense within 30 days of shipment, you will receive full credit for the purchase price. No credit will be given for returns more than 30 days after shipment. Return of a shipment, other than the initial purchase, will not cancel your subscription.
   e) No credit will be given more than 60 days after the invoice date for shipments to the 48 contiguous United States. However, this period is expanded to 90 days after the invoice date for orders shipped to Canada, and 120 days after the invoice date for orders shipped to the Virgin Islands, Puerto Rico, Hawaii, Alaska, and Non-US shipments.
   f) All eBooks and CDs are non-cancellable and nonreturnable.
   g) For any returns, a 20% restocking fee may be charged.
   h) **International and Book Store Sales.** In addition to the refund/return rights listed above, the following rights also apply: 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 purchase price less shipping and handling fees. The return must be sent at your expense and a copy of the original invoice must be included with the return.

You agree to purchase or license from LexisNexis, a division of RELX Inc. ("LN" or "We"), the LN products and services elected herein (each a “Publication Service”). Your use of, and access to, the Publication Service is expressly subject to the terms and conditions set forth the Publication Services Agreement (the “Agreement”) found at http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page which is incorporated herein by reference. All capitalized terms not otherwise defined in this Order have the meaning given to them in the Agreement. This Order consists of this Order, and any Riders, and any other terms incorporated herein by reference.

Some prices reflected in this Order may be contingent on you maintaining all of your existing subscriptions and accounts with LN and its affiliates; if any such existing business is cancelled by you, LN may modify such prices to reduce or eliminate any related discounts.

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 Order. This Order is subject to acceptance by LN, which acceptance shall be evidenced by providing you with access to a Publication Service.

Signature
Authorized Representative ("You" or "Your")

Printed Name:
Bar Assoc. Name & Number:
**ONLINE CONTINUING LEGAL EDUCATION**

**Enterprise Terms and Conditions**

State  Local Government

"Subscriber" Name:

"LN": LexisNexis, a division of RELX Inc.

<table>
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<th>Effective Date:</th>
<th>Pack of 3 Courses per year per Individual User</th>
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<tr>
<td>Total Individual Users - Initial Year:</td>
<td>☐ Bill in monthly installments</td>
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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.

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.

(Enterprise User)

LexisNexis, a division of RELX Inc.

Signature

Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date

CUSTOMER INFORMATION (Please type or print):

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### Exhibit A

#### Subscription Fee

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

Fees do not include taxes. On January 31st 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 with a spreadsheet of current users and an updated Exhibit B for each year so that adjustments can be implemented on or before January 9th of each year. Adjustment, if any, will be acknowledged by e-mail from LexisNexis to Enterprise User, and reflected on the invoices.
Terms & Conditions
of use for the LexisNexis Services

LEXIS ADVANCE Price Schedule | Supplemental Terms

NOTICE: THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR USE OF THE LEXISNEXIS ONLINE SERVICES IF YOU ARE AN AUTHORIZED USER IN AN ORGANIZATION THAT HAS ACCEPTED THESE TERMS IN WRITING. OTHERWISE, YOUR USE OF THE ONLINE SERVICES IS SUBJECT TO THE TERMS AND CONDITIONS EXECUTED BETWEEN YOUR ORGANIZATION AND LEXISNEXIS.

TERMS & CONDITIONS FOR USE OF THE ONLINE SERVICES
April 11, 2016

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by LexisNexis, a division of RELX Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with LN. The "Subscription Agreement" shall consist of these General Terms and Conditions, and the standard, transactional rates applicable to you (the "Price Schedule").

1. GRANT OF RIGHTS; RESTRICTIONS ON USE
1.1 You and your Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:

(a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the Internet), subject to the Supplemental Terms for Specific Materials ("Supplemental Terms"). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the mode of display is not through the Internet, an intranet or other types of networking communication like LANs or WANs;

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(c) With respect to Materials that are 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 (collectively, "Authorized Legal Materials"), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorized Legal Materials are needed for purposes contemplated under this Subscription Agreement;

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1.7 Neither you nor your Authorized Users may use information included in the Online Services or Materials to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.8 Other provisions that govern use of the Materials are set forth in the applicable Price Schedule, the Supplemental Terms, online descriptions of files, online notices following source selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into this Subscription Agreement.

2. ACCESS TO SERVICES

2.1 Only your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("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 User” means an Eligible Person whom you have identified to LN for purposes of issuing an LN ID. You agree that each 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. You will manage your roster of
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2.2 Use of the Online 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 Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 To comply with local privacy, data protection and other laws, each LN ID is country specific and may not be used outside the country for which it is issued, except for short periods not to exceed 30 continuous days. If LN suspects use of an LN ID outside the country of issue for a period in excess of 30 continuous days, LN may suspend the LN ID or require you to use and pay for an LN ID for the relevant country. On request, LN will issue a geographically compliant LN ID.

2.4 The Online Services, Materials, and feature functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.

2.5 Subject to Section 2.4 above, the Online Services may contain a feature that will allow your Authorized Users to create work folders or work spaces ("Folders") from within research sessions that are associated solely with their respective LN IDs. The Folders are designed to allow your Authorized Users to save copies of Materials made available by LN, as well as links to materials made available on the Internet or other documents that you or your Authorized Users own or otherwise have the right to upload to Folders. Applicable charges for the Folders are listed in the Price Schedule. LN represents and warrants that: (a) the Folders will be under the exclusive control of your Authorized Users; and (b) LN will not access or otherwise review the content of Folders without your authorization. Notwithstanding the foregoing, LN may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Online Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorized Users are solely responsible for the content of their respective Folders. You represent and warrant that the Authorized Users have the right and authority to upload any and all content to the Folders that is not provided by LN. Authorized Users are prohibited from uploading content to the Folders 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 Folders that is unlawful or 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). You agree to indemnify, defend, and hold LN harmless for any and all claims, damages, costs, fines and expenses that LN may incur as a result of your or your Authorized Users’ use of the Folders or any content uploaded to the Folders, excluding LN Materials. Authorized Users are solely responsible for securing or saving the content of their respective Folders before the expiration or termination of this Subscription Agreement, if desired. LN has no obligation to provide the content of Folders to you or your Authorized Users after the termination of this Subscription Agreement. All LN Materials contained in Folders remain subject to the storage limitations and other license terms and restrictions set forth in this Subscription Agreement.

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3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES 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, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. LIMITATION OF LIABILITY

4.1 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 Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Service or any features thereof or any Materials, (c) your or an Authorized User's use of the Online Services or Materials, (d) the loss or corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

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

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THIS SUBSCRIPTION AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL 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 ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR AUTHORIZED USERS’) INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

4.5 Notwithstanding anything to the contrary in this Section 4: (a) If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and hold you 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 Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved by LN; (iii) you give LN prompt notice of any such claim; and (iv) you give LN the right to 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.

(b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for you the right to continue using the Online Services, (ii) replace or modify the Online Services so that they become non-infringing, or (iii) terminate this Subscription Agreement on notice to you and grant you a pro-rate refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions may be changed by LN immediately upon notice to you. If any changes are made to this Subscription Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or our Authorized Users but will apply to all similarly situated LN customers using the Online Services. You may terminate this
Subscription Agreement upon written notice to LN if any change to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, this Subscription Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this Subscription 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.

5.2 You or LN may terminate this Subscription Agreement at any time in accordance with this Section 5.2. The effective date of termination shall be 10 days after the receipt of written notice of termination, unless a later date is specified in the notice. LN may temporarily suspend or discontinue providing access to the Online Services to any or all Authorized Users in breach of this Subscription Agreement without notice and LN may pursue any other legal remedies available to it.

5.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. 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.

5.4 The failure of you, LN, or any third party supplier of Materials 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.

5.5 Neither you nor any Authorized User may assign your rights or delegate your duties under this Subscription Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Subscription 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.

5.6 LN’s ability to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). You acknowledge that LN will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, non-public Materials about individuals. You also acknowledge that LN will perform periodic reviews of you and your Authorized Users’ use of Materials subject to Data Laws or Licenses ("Regulated Data") in order to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate with LN in any such due diligence or regulatory review and will promptly produce all relevant records and documentation reasonably requested by LN. All reviews will be at LN’s expense. If there is any failure to cooperate with LN, or if any review reveals the lack of a permissible purpose to access Regulated Data, LN may deny access to the Online Services or to Regulated Data. LN will be under no obligation to reduce the fees payable to you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation.

5.7 If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the Online Services or who gains access through an Authorized User’s failure to properly secure his or her LN ID or computer (a “User”) should access or use Regulated Data in an unauthorized manner (a “Security Event”), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the Regulated Data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN; (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will indemnify LN for any third party claims directed against LN that arise from the Security Event; and (e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

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

5.9 This Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Subscription 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 Subscription Agreement.

5.10 Where applicable, each affiliated company of LN and each third party supplier of Materials has the right to assert and enforce the provisions of this Subscription Agreement directly on its own behalf as a third party beneficiary.

5.11 This Subscription Agreement constitutes the entire agreement of 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.

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