



**LEXISNEXIS CASEMAP CLOUD™
AND/OR SANCTION AGREEMENT**

"Subscriber" Name: San Bernardino County District Attorney Office	"LN": LexisNexis, a division of RELX Inc.
Account Number: 10001XWFS	

1. LEXISNEXIS CASEMAP CLOUD™ AGREEMENT

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a limited license to the Sanction and/or CaseMap Cloud™ services or any successor to that service (the "CaseMap Services") pursuant to CaseMap Services terms and conditions located at: http://help.lexisnexis.com/Flare/casemaponline/US/en_US/Content/termsandconditions.htm ("Terms and Conditions"). This Agreement and the Terms and Conditions, unless otherwise set forth separately, shall be collectively referred to as the Agreement. The following documents are incorporated herein by reference:

- Exhibit A- San Bernardino County Terms & Conditions
- Exhibit B- San Bernardino County Insurance Requirements

2. TERM

The term of this Agreement will begin on the day this Agreement is executed by Subscriber and will continue until the last Committed Term set forth below (the "Term").

3. ELECTED PRODUCTS AND CHARGES

Subscriber elects the following CaseMap Services modules ("CaseMap Modules") by checking all applicable boxes below.

CASEMAP CLOUD™

C1. During the Term, Subscriber's monthly commitment ("Monthly Commitment Amount") for access to and use of the CaseMap Cloud shall be the amount set forth in the table below.

CASEMAP CLOUD™	
Product Description	Quantity
Check CaseMap Module Tier <input type="checkbox"/> CaseMap Cloud Entry (10G) 1534844 <input checked="" type="checkbox"/> CaseMap Cloud Main (100G) 1534846	15
Committed Term	Monthly Commitment Amount
September 11, 2024 - September 10, 2025	\$771
September 11, 2025 - September 10, 2026	\$810

SANCTION

S1. During the Term, Subscriber's monthly commitment ("Monthly Price") for access to and use of the Sanction shall be the amount set forth in the table below.

SANCTION						
(Select from dropdown)	Committed Term		Quantity	Year 1 Monthly Price	Year 2 Monthly Price	Year 3 Monthly Price
	Start Date	End Date				
<input type="checkbox"/> Renewal <input type="checkbox"/> Upsell <input type="checkbox"/> Conv <input type="checkbox"/> Reinstate <input type="checkbox"/> New Maintenance/Subscription: <input type="checkbox"/> Maint <input type="checkbox"/> Sub						

4. CUSTOMER SUPPORT

Assistance is available for all Subscribers, 9am to 7pm ET M-F by telephone toll-free at: 800-833-3346; by email: casemap.support@lexisnexis.com; or by going to www.casemap.com.

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 September 10, 2024.

6. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, including, but not limited to, the California Public Records Act; this Agreement contains confidential pricing information of LN. Subscriber's disclosure of the terms and conditions 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 6 will survive the termination or expiration of this Agreement.

7. PRICING

Prices are in US dollars and are not retroactive to any purchase made prior to the release of current pricing. Discounts cannot be combined with other discounts or special offers.

8. Governing Law; Applicable Law

Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. LN agrees to comply with all applicable law of the Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of U.S. State shall not be construed to apply to any tribal law. All other references to governing law or applicable law are deemed struck.

9. Non- Appropriation of Funds

If funds are not appropriated or allocated for payment for the type(s) of services contemplated under the Agreement for any current or immediately subsequent fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon 30 days' prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, in order to exercise this option, Subscriber shall certify and warrant in writing to LN, under penalty of perjury, that funds for the type(s) of services contemplated have not been appropriated to continue the Agreement for the current or immediately subsequent fiscal year. For a point of clarification, substituting the services provided by LN to another service provider under any circumstances is not grounds to exercise this option.

10. Late Payments

Any late payment provision is modified to state that Subscriber will pay late charges to the maximum legal rate under the applicable State Prompt Act. Interest on any past-due, unpaid balance(s) will begin to be invoiced by LN to the Subscriber/Customer within ninety (90) days of an invoice being past-due. All other references to interest or late charges are deemed struck.

11. Indemnity; Liquidated Damages

Any provision in the Agreement requiring Subscriber to indemnify and hold LN harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement solely to the extent permissible under State Law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with the indemnification provision in the Terms and Conditions. Any provision providing for the payment of liquidated or cover damages is deleted.

12. Limitation of Liability

Section 10.1 of the Terms and Conditions is modified to add the following statement at the start of the clause:

EXCLUDING INDEMNITY OBLIGATIONS, GROSS NEGLIGENCE, WILLFUL ISCONDUCT, AND VIOLATIONS OF LAW BY LN...

13. Assignment

Section 13.3 of the Terms and Conditions is modified to add the following paragraph:

With the exception of internal restructuring or reorganization, LN may not assign or transfer this Agreement, in whole or in part, without prior written consent of the Customer, which consent shall not be unreasonably withheld or delayed.

14. MISCELLANEOUS

14.1 The captions, provision and paragraph headings, and titles used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions of this Agreement.

14.2 The terms of this Agreement cannot be changed orally or via electronic communications. The LN sales representative has no authority to make any changes to this Agreement or commit LN in any manner whatsoever in contradiction to the provisions expressly set forth in this Agreement.


14.3 Subscriber authorizes LN to check the credit history of Subscriber with bank and trade references and business or consumer credit reporting agencies and further authorizes any such credit reporting agency to provide credit information about the Subscriber to LN. Subscriber acknowledges LN has the right to establish credit limits and terms, require deposits, advance payments, or to cancel this Agreement if Subscriber's credit history proves to be unsatisfactory in the sole, commercially reasonable discretion of LN.

14.4 The parties state that they have each carefully read this Agreement, had the opportunity to consult with independent legal counsel if desired, that they know and understand its contents and its legal, binding effect, and that they sign or execute this legal document voluntarily, as his, her, or its own free act.

14.5 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. The individual signing this Agreement on behalf of Subscriber represents and warrants that he or she is authorized to sign as an owner, officer, partner, employee, or agent of Subscriber and that he or she is empowered to bind Subscriber to the terms and condition contained herein. LN will accept this Agreement by providing Subscriber with access to the CaseMap 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:

Subscriber:	San Bernardino County District Attorney Office
[ALL FIELDS BELOW MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Dawn Rowe
Job Title:	Chair, San Bernardino County Board of Supervisors
Date:	SEP 10 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LYNNA MONELL, Clerk of the Board of Supervisors of the County of San Bernardino.

By _____ Deputy

SUBSCRIBER INFORMATION (Please type or print)	
Organization Name: (Full Legal Name)	San Bernardino County District Attorney Office
Physical Address	
Street Address:	303 W 3RD ST FL 6TH
City:	San Bernardino
State:	CA
Zip:	92415
County:	San Bernardino
Telephone:	1(909)382-3669
Fax:	
Parent Company: (if applicable)	

CONTACTS			
	Name	Telephone	Email
Installation:	Michael Fermin	1(909)382-3669	mfermin@sbcda.org
Billing:	Accounts Payable	1(909)382-3677	accountspayable@sbcda.org
Policy/Legal Notification:	Michael Fermin	1(909)382-3669	mfermin@sbcda.org
Scheduling/Training:	Michael Fermin	1(909)382-3669	mfermin@sbcda.org
Super Admin:	Michael Fermin	1(909)382-3669	mfermin@sbcda.org
IP Address			

CASEMAP CLOUD		
USER NAME(S), EMAIL ADDRESS(ES) AND ADMINISTRATOR(S)		
User Name	User Email Address	Administrator
		Select
		Select
COMMENTS:		

SANCTION		
USER NAME(S), EMAIL ADDRESS(ES) AND ADMINISTRATOR(S)		
User Name	User Email Address	Administrator
		Select
		Select
COMMENTS:		

Exhibit A- San Bernardino County Terms & Conditions

Late Penalties or Interest – Reserved.

Electronic Signature - The parties shall be entitled to sign and transmit a certified electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request. For a point of clarification, simple text in script font does not constitute an electronic signature.

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, LN shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Exhibit B, as attached hereto and incorporated herein.

Indemnification - LN will indemnify, defend, and hold harmless Customer and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Customer, or Customer receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Customer will use reasonable efforts to notify LN promptly of such lawsuit, claim or election. However, Customer's failure to provide or delay in providing such notice will relieve LN of its obligations only if and to the extent that such delay or failure materially prejudices LN's ability to defend such lawsuit or claim. Customer will give LN sole control of the defense (with counsel reasonably acceptable to Customer) and settlement of such claim; provided that LN may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the goods or services that are the subject of the claim. In the event that LN fails to or elects not to defend Customer against any claim for which Customer is entitled to indemnity by LN, then LN shall reimburse Customer for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Customer. After thirty (30) days, Customer will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Customer to LN. This shall not apply to any judgment or settlement amount, which amounts Customer shall be entitled to notify, invoice or debit LN's account at any time; and Customer, at its sole discretion, may settle the claim or suit.

If, in LN's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, LN may, at its option: (i) procure for Customer the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of LN, Customer shall cease use of the goods or services upon written notice from LN, and LN shall provide Customer with a pro-rata refund of the unearned fees paid by Customer to LN for such goods or services.

Exhibit B- San Bernardino County Insurance Requirements (SBC Insurance Apr. 2022)

CONTRACT PROVISION: *Without in anyway affecting the indemnity herein provided and in addition thereto, LN shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment A, as attached hereto and incorporated herein.*

INSURANCE REQUIREMENTS

LN agrees to provide insurance set forth in accordance with the requirements herein. If LN uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LN agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, the LN shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:
 - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all employees and volunteers of LN and all risks to such persons under this Agreement. If LN has no employees, it may certify or warrant to the Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - b. Commercial/General Liability Insurance – LN shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
 - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If LN is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and

property damage per occurrence. If LN owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each claim with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.

LN may satisfy the above requirements with a combination of primary and/or excess policies with total limits not less than those listed above.

- 2. **Additional Insured.** All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Customer to vicarious liability but shall allow coverage for the Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- 3. **Waiver of Subrogation Rights.** LN shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit LN and LN’s employees or agents from waiving the right of subrogation prior to a loss or claim. The LN hereby waives all rights of subrogation against the Customer.

4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.
5. **Severability of Interests.** LN agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the LN and the Customer or between the Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** LN shall furnish Certificates of Insurance to the County Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder. LN agrees that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and LN shall maintain such insurance from the time LN commences performance of services hereunder until the completion of such services.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Customer has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the Customer will be promptly reimbursed by the LN or Customer payments to the LN will be reduced to pay for Customer purchased insurance.

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CaseMap™ Cloud and Sanction® Terms and Conditions

Terms & Conditions of use for the CASEMAP CLOUD™ and SANCTION®

NOTICE: THE FOLLOWING TERMS AND CONDITIONS (“Terms and Conditions”) APPLY TO CUSTOMER’S USE OF THE CaseMap Cloud and Sanctions services INCLUSIVE OF cloud modules (collectively THE “CaseMap Services”), IF CUSTOMER IS AN AUTHORIZED USER IN AN ORGANIZATION THAT HAS ACCEPTED THESE TERMS IN WRITING.

TERMS & CONDITIONS FOR USE OF THE CASEMAP SERVICES

February 17, 2021

The Terms and Conditions listed below govern use of the CaseMap Services as provided by LexisNexis, a division of RELX Inc. and its affiliated companies (collectively, “LN”). The terms “customer” in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a “CaseMap Services Subscription Agreement” with LN. The CaseMap Services Subscription Agreement shall consist of these Terms and Conditions and the written LN created and issued ordering document for the CaseMap Services that references these Terms and Conditions (“Order”). Unless otherwise indicated, the Order and these Terms and Conditions, as well as any linked terms referenced herein, shall be referred to as the “Agreement”.

1. ACCESS AND RESTRICTIONS ON USE.

1.1 Subject to the terms of this Agreement including payment obligations, during the term, as the duration is set forth in the Order (“Term”), LN grants to Customer a limited, terminable, non-exclusive, non-transferrable right to access and use the CaseMap Services, as further defined in the Order, and in any other related functionality solely for Customer’s internal business operations. Customer may allow Authorized Users (defined in Section 1.3) to use the CaseMap Service for only this purpose and Customer is responsible for its Authorized Users’ compliance with this Agreement. Customer does not acquire any license or any rights of ownership in the CaseMap Service by means of this Agreement. No right to distribute, modify, reverse engineer, reproduce, distribute or re-sell the CaseMap Service is granted. All other rights in and all title to the CaseMap Service, including all intellectual property rights, are owned by LN or its third-party vendors or

providers. Renting, outsourcing, service bureau, time-sharing, or third-party usage of the CaseMap Service (other than by Authorized Users) are prohibited.

1.2 For each Cloud Module for which the Customer subscribes, Customer shall be granted use and access rights for the number of Authorized Users identified in the Order. Depending on the method of access to the Cloud Module(s), Authorized Users may be provided access via a User ID and password, SSO or similar technology (collectively "User Subscription(s)").

1.3 Customer will assign User IDs solely to individuals who are employees, temporary employees, or contractors of Customer (collectively, "Authorized Users"). "User ID" means an identification number and password (or other authentication or security measures) assigned to an Authorized User and that enable such Authorized User to access and use the CaseMap Service. Customer will implement policies and procedures to prevent unauthorized access to and use of User IDs and the CaseMap Service and will immediately notify LN if Customer suspects that a User ID to the CaseMap Service is lost, stolen, compromised or Misused (defined below). Customer further agrees that each User ID issued to Customer and assigned by Customer to an Authorized User and may not be shared with or used by any other Authorized User. Customer will manage its roster of Authorized Users and will promptly deactivate an Authorized User's User ID if the Authorized User separates from Customer for any reason. Customer is responsible for all use of the CaseMap Service accessed with User IDs assigned to Customer, and for use of the CaseMap Service by temporary employees and contractors to the same extent as Customer's employees.

Customer is neither identified on, nor shall it provide access to the CaseMap Services to any individuals or entities identified on, (i) OFAC's list of Specially Designated Nationals ("SDN List"), (ii) the UK's HM Treasury's Consolidated List of Sanctions Targets, (iii) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (iv) any other applicable sanctions lists, or (v) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (i) through (iv).

1.4 Each Party will promptly notify the other Party if it suspects or becomes aware of unauthorized use of the CaseMap Service. "Misuse" means, with respect to Customer and its Authorized Users: (i) using the CaseMap Service in such a manner so as to interfere with its use by other customers; (ii) attempting or assisting a third party to access, alter, or interfere with the CaseMap Services, communications and/or information of another party or CaseMap customer; (iii) fraud or unauthorized access to and use of User IDs and the CaseMap Service; (iv) breach of any terms of this Agreement and (v) violating any applicable laws or regulations (inclusive of attorney rules of ethics and compliance). LN may specify commercially reasonable corrective action to be taken by Customer and Customer will take such corrective action in a prompt manner. If LN determines, in good faith, that the Customer is not taking corrective actions to the satisfaction of LN or the Misuse is causing a negative impact on LN, on the CaseMap Service or on one or more of customers or is or likely to be violating a law or regulation, then LN reserves the right to suspend or discontinue one or more Authorized Users' access to the CaseMap Service pending resolution or mitigation of the Misuse or unauthorized use event. Provided, however, that LN will use reasonable efforts to notify Customer's contact prior to such suspension unless the Misuse presents an immediate threat to LN or on the use of the CaseMap Service, in which case said notification will take place as soon as possible after suspension.

2. FEATURES/FUNCTIONALITY AND LN SERVICE LEVEL RESPONSIBILITIES.

2.1 LN may, at its sole discretion from time to time, modify, delete, amend, change or enhance the operation of the CaseMap Service including the introduction of new features or functionality, or modify browser or other system requirements to the CaseMap Services. LN may provide notice (generally by posting on the CaseMap web page) of any change in requirements. Any such new features or functionality shall be available for Customer's use upon general release of the update in which they are included. Some new features or functionality that constitute a significant enhancement to the CaseMap Cloud Module(s) may be available only at additional charge.

2.2 LN shall provide basic support (in accordance with the support provisions of the Agreement) for the Cloud Modules to Customer at no additional charge; enhanced support levels may be available for additional charge. LN shall use commercially reasonable efforts to make each Cloud Module available in accordance with the Service Levels set forth in Schedule B (Service Levels).

3. LEGAL SERVICES.

3.1 No attorney-client relationship or privilege of any kind exists between LN and Customer. LN will and does not direct, control, regulate, participate or interfere in any manner with the provision of legal services by Customer or on behalf of Customer to any of Customer's clients or regarding any of Customer's legal matters.

4. CUSTOMER DATA.

4.1 As between LN and Customer: (a) Customer owns its intellectual property or represents to LN that it has secured all appropriate rights in and to any and all information (inclusive of any of Customer's client's information) it transmits, submits to, and/or stores in the CaseMap Services for its intended purposes ("Customer Data"); and (b) LN owns all its intellectual property and other rights in and to the CaseMap Services and to all software, databases and tangible and intangible materials embodied in it/them or relating to it/them, including without limitation all Benchmarking Data (defined below) and other compiled statistical information and other data obtained, assembled or developed by LN in the course of providing the CaseMap Services, all software modifications, all derivative works, and all intellectual property or other rights inherent within the foregoing (collectively, the "LN Intellectual Property"). Nothing contained in this Agreement will be construed to convey any title or ownership right in any of the LN Intellectual Property to Customer, or any right to use any of the LN Intellectual Property other than as expressly contemplated by this Agreement. Any materials provided to LN by Customer or on Customer's behalf pursuant to this Agreement bearing any of Customer's or its clients' names, logos, styles or trademarks may be used by LN as necessary to perform the CaseMap Services. Any notes, notebooks, designs, drawings, formats, models, writings, reports, sketches, formulas, specifications, memoranda, documentation, ideas, know-how, techniques or other intellectual property, including without limitation any information, computer programs, software or other tangible or intangible property, network configuration, integration, product device, system, technique, drawing, program or process, and all derivative works, developed by LN in connection with the performance of CaseMap

Services or otherwise in connection with its performance of this Agreement, or which are modifications or inventions relating to the CaseMap Service, constitute LN Intellectual Property, all right, title and ownership of which remain with LN. LN is not responsible in any way for any of the Customer Data, including but not limited to its accuracy, completeness or integrity entered into the CaseMap Service. Customer will have secured all necessary rights from its client's or data-sources to utilize their information as Customer Data. LN disclaims any warranty or liability, of any kind, for the accuracy of data in reports generated using Customer Data and disclaims responsibility for any results obtained through Customer-designed and -generated reports using the CaseMap Services.

4.2 During the Term, LN shall implement and follow commercially reasonable controls, practices and procedures designed to protect the security and confidentiality of Customer Data maintained, hosted, or transmitted by LN in connection with the CaseMap Service such that it is not disclosed contrary to the provisions of this Agreement. LN has established and will maintain a privacy and data security program that includes appropriate administrative, technical and physical safeguards and other security measures that are designed to: (a) protect the security and confidentiality of Customer Data; (b) protect against any anticipated threats or hazards to the security, confidentiality and integrity of Customer Data; and (c) protect against unauthorized access to or use of such Customer Data.

4.3 If Customer Data is hosted and/or stored by LN, then Customer acknowledges and agrees, and warrants, represents and covenants that it has the authority to acknowledge and agrees on behalf of itself and each of its clients, customers or data-sources: (i) to the inclusion of de-identified, aggregated Customer Data in Benchmarking Data, including without limitation the inclusion of de-identified, aggregated Customer Data in a database of Benchmarking Data maintained and owned by LN; (ii) that the Benchmarking Data are the property of LN; (iii) that LN may disclose Benchmarking Data to LN's customers and to third parties in connection with LN's and its affiliates' products and services and in the operation of their respective businesses; and (iv) that, on or after the termination or the expiration of this Agreement for any reason, LN may continue to include in Benchmarking Data or other resources any de-identified Customer Data input by or on behalf of Customer in the CaseMap Service prior to the expiration or termination of the Agreement for any reason, and LN will be under no obligation to remove from the Benchmarking Data any such de-identified Customer Data or to return any de-identified Customer Data to Customer at any time, for any reason. For purposes of this Addendum, "Benchmarking Data" means (a) all compiled statistical information and other data obtained, assembled or developed by LN, and (b) de-identified, aggregate data input into one or more of LN's software products by or on behalf of Customer and other LN customers, including all Customer Data, to the extent such Customer Data is de-identified and aggregated with the data of other LN customers.

5. PRIVACY AND DATA PROTECTION.

5.1 To the extent that LN is processing personal data on behalf of Customer, the terms of the LexisNexis data processing addendum at <https://www.lexisnexis.com/en-us/terms/processor-terms.page> will apply. To the extent that Authorized Users provide their personal data to LN during account registration or otherwise, the parties acknowledge that such information will be processed by LN as a controller in accordance with the LexisNexis privacy policy for the CaseMap Services. Customer will comply with all applicable laws and regulations in supplying any personal data to LN, including providing any required notices and obtaining any

required consents, permissions and authorizations for LN processing such personal data. To the extent that Customer transfers personal data from the UK, Switzerland or EEA to LN in a country or territory outside of the originating territory that has not received a binding adequacy decision by the European Commission or other competent government authority, the parties will be deemed to have entered into the EU Standard Contractual Clauses (controller to controller transfers) in respect of such transfer, whereby Customer is the “data exporter,” LN is the “data importer,” the optional clauses are omitted, and the content of Annex B corresponds to the respective content of the Agreement, unless the parties may rely on alternative appropriate safeguards under applicable data protection laws.

6. FEES.

6.1 Customer shall pay subscription amounts set forth in the Order. Customer understands that fees set forth in the Order are based on information Customer has provided to LN.

6.2 All payment obligations are non-cancelable, and fees paid are nonrefundable. Customer will pay the full amount of each invoice within thirty (30) days of receipt of an invoice. If any invoiced amount is not received by LN by the due date, then, without limiting other rights or remedies, LN may: (a) suspend Services until payment in full is received, or (b) invoice Customer for interest on any past-due, unpaid balance in the amount of a twelve per cent (12%) per annum late charge.

6.3 Fees may not include any excise, sales, use, value-added or other taxes, tariffs or duties applicable to the Services. If LN is required to collect such taxes, the amount of such taxes will be invoiced to Customer and Customer will pay such amounts; provided, however that Customer may provide LN with a valid tax exemption certificate authorized by the applicable taxing authority. Any taxes imposed on payments to LN by Customer are the sole responsibility of Customer. Customer will promptly provide LN with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by LN in order to establish that such taxes have been paid, and will indemnify LN for any taxes owed by Customer.

7. DATA OVERAGE FEES.

7.1 If Customer exceeds the Data Tier for their selected plan set forth in the Order as noted in Schedule A, an additional block of one (1) gigabyte (GB) will automatically be allocated to the Customer’s account, and an overage charge will be applied at the rates in Schedule A for each gigabyte. Customer will automatically be charged for an overage each time LN provides Customer with an additional block of 1 GB of data.

8. TERM AND TERMINATION.

8.1 This Agreement commences on the effective date set forth in the Order and will continue for the Term(s) as set forth therein. This Agreement may be terminated by LN before the expiration of the Term on written

notice (i) if Customer breaches any other material term or condition of this Agreement; (ii) upon Customer's non-payment or (ii) if either party becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or any state insolvency proceeding.

8.2 Effect of Termination. On the expiration or termination of the Agreement: (i) Customer will promptly pay amounts owed to LN in accordance with this Agreement and (ii) all access and use to the CaseMap Services will be deactivated.

All terms in this Agreement for which by their nature should survive termination will do so.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Mutual Representation and Warranty. Each party represents and warrants that it (i) has full power and authority to execute and deliver the Agreement, and to perform its obligations under the Agreement; (ii) the execution, delivery and performance of this Agreement by a party will not violate any other agreement to which it is a party; and (iii) it will use industry known standard, up-to date antivirus and anti-malware protection to prevent the transmission of any means viruses, worms, time bombs, Trojan horses and/or other harmful code ("Malicious Code") to the other party, provided that there is no warranty against transmitting Malicious Code that was previously transmitted to the warranting party by the other party.

9.2 Warranty Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, LN DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE ACCURACY, INTELLECTUAL PROPERTY INFRINGEMENT, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CASEMAP SERVICE, ANY DELIVERABLES FURNISHED HEREUNDER, OR ANY INFORMATION OR SERVICES MADE AVAILABLE THROUGH THE CASEMAP SERVICE. LN PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE CASEMAP SERVICE, ANY DELIVERABLE, OR ANY SERVICES.

10. LIMITATION OF LIABILITY; INDEMNIFICATION.

10.1 Limitation of Liability. THE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND REPRESENTATIVES ARISING OUT OF ANY CLAIM ARISING FROM OR RELATING TO THE CASEMAP SERVICE OR THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE FEES CUSTOMER HAS PAID UNDER THIS AGREEMENT DURING THE TWELVE- MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE. NEITHER A PARTY NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, ATTORNEYS' OR EXPERTS' FEES) RELATING TO THIS AGREEMENT. THE FOREGOING DISCLAIMERS APPLY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER SUCH DAMAGES ARE FORESEEABLE AND WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT DAMAGES ARISE

FROM A PARTY'S INDEMNIFICATION OBLIGATIONS, OR TO CUSTOMER'S PAYMENT OBLIGATIONS, VIOLATION OF APPLICATION LAWS IN USE OR ACCESS TO THE CASEMAP SERVICES OR TO CUSTOMER'S MISAPPROPRIATION OF LN'S (OR LN'S LICENSORS', IF ANY) INTELLECTUAL PROPERTY.

10.2 Customer shall indemnify, defend and settle any claims, demands, suits or proceedings (each, a "Claim") asserted by a third party against LN and its affiliates, directors, officers, agents, employees and consultants (the "LN Indemnitees") from any judgments, damages, losses, penalties, expenses and costs (including reasonable attorneys' fees and expenses) arising from a Claim or awarded against an LN Indemnitee as a result of, or for amounts paid by an LN Indemnitee, under a judgement or settlement of, a third-party Claim that arises out of: (a) a Customer Indemnitee's Misuse of the CaseMap Service; (b) a Customer Indemnitee's use of the CaseMap Service in order to process Personal Data in violation of applicable laws or this Agreement; or (c) Customer's use of Customer Data associated with the CaseMap Services.

10.3 LN Indemnification of Customer. LN shall indemnify, defend and settle any claim by a third party that the CaseMap Service infringes any United States patent, trade secret or copyright of that third party, and pay any settlement fee or judgment awarded, if any. The foregoing obligation of LN does not apply with respect to CaseMap Service or portions therefore: (i) used outside the scope or term of this Agreement or in violation of any provision thereof; (ii) not supplied by LN; (iii) modified by or for Customer; or (iv) where Customer continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement.

Should any portion of the CaseMap Service or the operation thereof become, or in LN's opinion be likely to become, the subject of a claim of infringement, LN may, at its sole option, either (i) procure for Customer the right to continue use of the CaseMap Service; (ii) provide a modification thereto so that its use becomes non-infringing; (iii) replace the CaseMap Service, with replacement product(s) substantially similar in functionality and performance; or (iv) refund the residual value of the applicable fees paid by Customer for the infringing CaseMap Service.

10.4 Process; Exclusive Remedy. The foregoing obligations are conditioned on the indemnified Party: (i) providing the indemnifying Party prompt notice of any indemnifiable event or loss, (ii) cooperating with the indemnifying Party, at the indemnifying Party's expense, in the defense of such indemnifiable event or loss, and (iii) giving the indemnifying Party sole control of the investigation, defense and settlement of any such claim or loss, provided that the indemnifying Party will not settle any claim against an indemnified Party unless the subject settlement unconditionally releases the indemnified Party of all liability. The indemnified Party will have the right to participate in the defense of any Claim subject to Sections 10.2 and 10.3, as applicable, at its expense. This Section 10 states each indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of Claim described in this Section 10.

11. THIRD PARTY TECHNOLOGY.

11.1 Exchanges of Customer Data; Support. To the extent Customer acquires or uses third-party products or services and/or requests that LN permit third-party products to input or access Customer Data stored in the

CaseMap Service, whether via an integration created and maintained by the third party or by LN, any exchange of Customer Data between Customer and its third-party integrations and related service providers is solely the responsibility of Customer and such service providers. LN does not warrant or support Third-Party Applications or integrations with Third-Party Applications that were not provided by LN. "Third-Party Application" means a web-based, mobile, offline or other software process or functionality that is provided by Customer or a third party and interoperates with the CaseMap Service.

11.2 Third-Party Applications and Customer Data. If Customer determines to use a Third-Party Application with CaseMap, Customer grants LN permission to permit the Third-Party Application to access Customer Data as required in order for the interoperation of that Third-Party Application with the CaseMap Service. LN is not responsible for any disclosure, modification or deletion of Customer Data resulting solely from access by such Third-Party Application or its provider.

12. NOTICES.

12.1 Notices required or permitted to be delivered hereunder will be deemed duly made if in writing, and (i) sent by overnight courier, or (ii) mailed by certified mail, to the addresses and recipients set forth below:

To LN:

LexisNexis, a division of RELX Inc.

Attention: CaseMap Legal Department

9443 Springboro Pike

Miamisburg, Ohio 45342

To Customer:

The contact information and address provided in the Order.

Notwithstanding the initial sentence of this Section 12.1, LN may provide notices applicable to the CaseMap Service customer base by means of a general notice on the CaseMap Services portal, and notices specific to Customer, other than notices of breach of this Agreement or of termination, by electronic mail to Customer's email address identified above. Each Party may update the above addresses by means of a notice that complies with the requirements of this Section 12.1.

12.2 LN will provide billing-related notices via email or hard copy to the invoice contact Customer designated on the Order. Routine product notices (e.g., information regarding features, content, or maintenance) will be addressed or sent to the relevant system administrator or primary contact designated by Customer

12.3 These Terms and Conditions, as well as the linked DPA and LN privacy policy referenced above, 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 Schedule A or the Order; all other provisions may be changed by LN

immediately upon notice to Customer. If any changes are made to these Terms and Conditions, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against Customer but will apply to all similarly situated LN customers using the CaseMap Services. Customer may terminate the Agreement upon written notice to LN if any change to these Terms and Conditions are 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 CaseMap 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, the Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. 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.

13. MISCELLANEOUS

13.1 Entire Agreement; Waiver; Amendment. This Agreement, together with Schedules, constitutes the entire agreement of the Parties with respect to the subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals, promises or quotations on the subject matter hereof. Any terms or conditions stated in a Customer's purchase order or other Customer ordering documentation, or any response by LN to those Customer documents, shall be void and shall have no effect. No waiver or amendment of any provision of this Agreement will be effective unless in a writing signed by an authorized representative of each Party. No waiver of any breach, privilege or provision of this Agreement will be construed as a waiver of any rights or remedies arising from any other breach, privilege or provision.

13.2 Order of Precedence. In the event of any conflict between the Terms and Conditions and the Order, the order of precedence shall be as follows: (a) the Order and (b) the Terms and Conditions.

13.3 Assignment. Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of LN, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Customer may transfer this Agreement to an affiliate or successor entity without consent, but with written notice furnished to LN by Customer within thirty (30) days of such transfer or assignment. As a condition to any assignment, the assignee must agree to assume and be bound by the Agreement in its entirety. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section will be null and void.

13.4 Severability. 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.

13.5 Force Majeure. Neither Party will be responsible for failure or delay in performing any obligation under this Agreement if caused by a Force Majeure Event. If a Force Majeure occurs, the affected Party will promptly notify the other Party and will use diligent efforts to resume performance. The non-affected Party will make commercially reasonable efforts to mitigate the adverse effects of the affected Party's delayed performance. "Force Majeure Event" means an act of war or sabotage, act of God, pandemic, electrical, Internet or telecommunications outage that is not caused by the obligated Party or its subcontractors or agents; government restrictions (including the denial or cancellation of any export, import or other license); or any other event outside of the reasonable control of the obligated Party. Each Party will use reasonable efforts to mitigate the effect of a Force Majeure Event. Nothing in this Section excuses either Party's obligation to follow its disaster recovery procedures and policies.

13.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and assigns and 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 under or by reason of this Agreement.

13.7 Governing Law & Consent to Jurisdiction. The laws of the State of Ohio, excluding its principles of conflicts of laws, shall govern any and all matters in dispute between the Parties, whether arising from or relating to this Agreement, or from extra-contractual rights or obligations arising out of or in connection with the CaseMap Service, and regardless of the legal theory upon which such matter is asserted.

SCHEDULE A

CaseMap Services Tier Pricing Model

	Entry Tier	Main Tier	Executive Tier	Enterprise Tier	1TB	5TB
Data Tier (GB)	10	100	200	400	1000	5000
Overage	\$35/GB	\$25/GB	\$20/GB	\$15/GB	\$10/GB	\$5/GB

SCHEDULE B

SERVICE LEVELS

Except: (1) for holidays and downtime for regularly scheduled maintenance, which will be conducted during non-business hours (typically 12:01AM EST – 3:00AM EST on Saturdays and Sundays and also twice a year during daylight savings/time change weekends between the hours of 2:00AM EST – 8:00AM EST) and using commercially reasonable efforts to minimize or eliminate any effect on Customer or the CaseMap Services; (2) network connectivity issues; or (3) Customer operational/equipment issues, then LN shall ensure that the CaseMap Services are continuously available and fully operational 99.8% of the time. If the CaseMap Services are interrupted or unavailable to Customer for more than 48 consecutive hours, excluding holidays, scheduled downtime and issues arising from connectivity or the operational Customer's issues, then LN may provide Customer with a pro-rata credit or refund (whichever is applicable) for all downtime in excess of 48 consecutive hours.

