



SAN BERNARDINO
COUNTY

20.485

Human Resources Department

N/A
N/A
\$33,000
7204001000

Revised 3/14/19



"Subscriber" Name: County of San Bernardino Human Resources
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.

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

Number of Support Staff Users:	
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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.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
CA Enhanced with Full Federal	1011566	30
CA Practice Library	1010630	30
CA Legislative Bill History	1011199	30
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

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

Committed Term	Monthly Commitment
06/10/2020-07/31/2020	\$0
08/01/2020-07/31/2021	\$60
08/01/2021-07/31/2022	\$600
08/01/2022-07/31/2023	\$618

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) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) 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:

Subscriber: County of San Bernardino Human Resources
[MUST BE COMPLETED BY SUBSCRIBER]
<p>Authorized Subscriber Signature:</p> <p>Printed Name: _____</p> <p>Job Title: _____</p> <p>Date: _____</p>

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]
<p>Authorized Signature: _____</p> <p>Name: _____</p> <p>Job Title: _____</p> <p>Date: _____</p>

CUSTOMER INFORMATION (Please type or print):

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

Type of Organization:☐ Legislative☐ Judicial☐ Executive

Professional User: _____

Practicing Area of Law: _____

Support Staff: _____

Employer Identification Number: _____

Bar No: _____

Issuing State: _____

Date Issued/Expiration Date: _____

Organization Web Address: _____

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

Tax ID No: _____

State Contract No:
(If applicable)PO No:
(If applicable)**Contacts:**

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

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/>)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS

This Agreement Addendum (this "Addendum") amends and supplements the terms of the Online Services Agreement between LexisNexis, a division of RELX Inc. ("LN") and County of San Bernardino Human Resources, a city, state, county or other local government agency ("Subscriber"). The Agreement shall consist of Subscriber's agreement (the "Subscriber Contract"), if applicable, the LexisNexis General Terms and Conditions viewable at www.lexisnexis.com/terms/general (the "General Terms"), together with any other LexisNexis contract proposals or other contract documents, all of which are incorporated into the Agreement by reference and made a part hereof (collectively the "Agreement").

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.
2. **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 laws of Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of the U.S. State shall not be construed to apply any tribal law.
3. **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment for the type(s) of services contemplated under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) 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, Subscriber shall certify and warrant in writing, under penalty of perjury, that sufficient funds for the type(s) of services contemplated have not been appropriated to continue the Agreement for the current or next fiscal year.
4. **Contract Amendment.** All amendments, modifications, alterations or changes to the Agreement (excluding the General Terms which may be revised as set forth therein), shall be in writing and signed by both parties.
5. **Miscellaneous.**
 - 5.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.
 - 5.2 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.
 - 5.3 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control. In the event of a conflict between the various contract documents that comprise the Agreement, such conflicts shall be resolved in the following order: the General Terms shall control with regard to access and use of the Online Services, for all other purposes, the order of precedence shall be this Addendum, the Subscriber Contract, and then any other LN contract documents.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

AGREED TO AND ACCEPTED BY:

Subscriber: County of San Bernardino Human Resources
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature:
Printed Name: _____
Job Title: _____
Date: _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:
Name: _____
Job Title: _____
Date: _____

Terms & Conditions

of use for the LexisNexis Services

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


December 2, 2019

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 (</en-us/terms/supplemental.page>) ("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;

(b) The right to email, fax, download or make printouts using the commands of the Online Service:  **TOP**
and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");

(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;

(d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine readable form for no more than 90 days, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms;

(e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; (2) distribute Authorized Printouts to persons who are not Authorized Users (including by emailing through the functionality of the Online Services) on an occasional, infrequent basis as permitted by applicable copyright law; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance provided all other Materials are purged promptly upon the expiration of this Subscription Agreement; and

(f) For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to LN for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates in the applicable Price Schedule.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms, you and your Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you and your Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copy distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of LN, including its trademarks, service marks, or logos without the express written consent of LN.



Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of LN.

1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to LN or its third party suppliers of Materials. RELX Group and the RE symbol are trade marks of RELX Group plc, used under license. Neither you nor your Authorized Users acquire any proprietary interest in the Online Services, Materials, or copies thereof, except the limited rights granted herein.

1.5 Neither you nor your Authorized Users may use the Online Services or Materials in any fashion that infringes the intellectual property rights, privacy rights or proprietary interests of LN or any third party. Your use of the Online Services and Materials must comply with all applicable laws, rules and regulations.

1.6 Neither you nor your Authorized Users may remove or obscure the copyright notice or other notices contained in Materials.

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



You are neither identified on, nor shall you provide access to the Online Services to any individuals or entities identified on, (a) OFAC's list of Specially Designated Nationals ("SDN List"), (b) the UK's HM Treasury's Consolidated List of Sanctions Targets, (c) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (d) any other applicable sanctions lists, or (e) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (a) through (d).

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 you 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.

3. LIMITED WARRANTY

3.1 LN represents and warrants that it has the right and authority to make the Online Services and Materials available to you and your Authorized Users as authorized expressly by this Subscription Agreement.

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 entities, 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-rata 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 and other assistance reasonably requested by LN to enable LN to fulfill its obligations under Data Laws and Licenses. 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 by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation. You 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. If and to the extent that LN is processing

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TOP

personal data on your behalf, the terms of the LexisNexis data processing addendum at <https://www.lexisnexis.com/en-us/terms/processor-terms.page> (<https://www.lexisnexis.com/en-us/terms/processor-terms.page>) will apply. If and to the extent that your Authorized Users provide their personal data to LN during account registration or otherwise, the parties acknowledge that such information will be processed by LN in accordance with the LexisNexis privacy policy available at <http://www.lexisnexis.com/en-us/terms/privacy-policy.page> (<http://www.lexisnexis.com/en-us/terms/privacy-policy.page>)

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.

Supplemental Terms for Specific Materials (</en-us/terms/supplemental.page>)




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Price Schedule

Government Pricing

September 1, 2019

These charges are effective as of September 1, 2019, and shall continue thereafter until the subscribing organization or individual ("Subscriber") is notified otherwise.

I. INFORMATION CHARGES FOR LEXIS® ADVANCE

This Price Guide contains the transactional list prices for Commercial Markets set in US dollars. Non-US content will be set by the applicable local currency and converted to USD using a monthly conversion rate. These prices do not reflect any discounts. These prices will not affect the price of your flat rate subscription but do apply to Materials used outside of your subscription.

1.1 SYSTEM ACCESS CHARGE - \$50

A list of activities that trigger the System Access Charge are available in the Lexis Advance Help File.

1.2 ONLINE CONTENT DOCUMENT ACCESS CHARGES

Pricing Category	Doc Access Charges	Document Delivery Charges
Primary Law: Tier 1 Admin Codes, ALM Citator, Cases, Codes, Statutory & Administrative Codes	\$18	\$0
Primary Law: Tier 2 Admin & Agency Materials, Bill Text, Court Rules, Legislative History, Registers, Statutes & Legislation, Municipal Codes	\$13	\$0
Secondary Law Directories, Emerging Issues Analysis, Law Review & Journals, Jurisprudence, Jury Instructions, Jury Verdicts & Settlements	\$50	\$0
Legal News ALM, Legal News, Mealey's, Law360	\$50	\$0

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Premium Litigation: Tier 1 U.S. Supreme Court Briefs, Select State & Federal Briefs, Pleadings & Motions, Expert Witness Materials, Testimonies, Report, and Challenges	\$92	\$0
Premium Litigation: Tier 2 Briefs, Pleadings & Motions, Other Court Documents – PDF Versions, Expert Witness Resumes & CV	\$50	\$0
Treatises, Secondary Materials, Scientific, & Forms: Tier 1 CCH, Select titles such as Chisum on Patents, Collier on Bankruptcy, Nimmer on Copyright & Archie3DMD	\$74	\$0
Treatises, Secondary Materials, Scientific, & Forms: Tier 2 ALI-ABA/CLE Material, Certain Aspen material, Reference Indices, Tax Practice Insights, US Analysts Reports, Business Law Monographs, Gilson on Trademarks, Law of Liability Insurance, Medical References	\$46	\$0
Treatises, Secondary Materials, Scientific, & Forms: Tier 3 Elsevier Science Materials	\$27	\$0
News: Tier 1 Top US or Global Publications, including top newspapers, magazines, or journals. Examples include: Associated Press; Daily Telegraph (London); The Economist; Los Angeles Times; New York Times; and Washington Post	\$27	\$0
News: Tier 2 Primarily daily newspapers and newswires. Examples include: Federal News Service; Hartford Courant; Japan Economic Newswire; Richmond Times Dipatch; and Sacramento Bee	\$18	\$0
News: Tier 3 Primarily daily newspapers and newswires. Examples include: Agricultural Business Week; Energy & Ecology Business; Journal of Mathematics; and Leisure & Travel Week	\$13	\$0
Company & Financial	\$46	\$0
Jurisdictional Surveys 50 State Surveys	\$162	\$0
Dictionaries	\$13	\$0


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Medical Illustrations	\$289	\$0
Netter Collection of Medical Illustrations		
Ravel Law	\$10	\$0
Dockets	\$7	\$0

1.3 SHEPARD'S ALERT

Shepard's Alert Set-Up Fee

	Each Alert
Set-up	\$0

Shepard's Alert Update Fee


Monthly charges for LexisNexis Alerts are based on the frequency of execution according to the table below.

Frequency	Monthly Charge
Daily	\$0
Business Daily	\$0
Weekly	\$0
Monthly	\$0
Update Now*	\$0

*Update Now is per report and not a monthly charge.

1.4 ALERTS

Alert Set Up Fee

	Each Alert	 TOP
Set-Up	\$0	

Updates

Email Frequency*	Charges – Per Alert Per Day
On Demand (Online)	\$4
Daily	\$4
Business Daily	\$4
Weekly	\$4
Monthly	\$4
As Updates are Available	\$4

*Frequency indicates when an end user elects to receive a reminder email. LA Alerts continuously collect data.

1.5 PUBLIC RECORDS

Activity	Price Range
Level 1 Search	\$0 - \$50
Level 2 Search	\$0 - \$59
Level 1 Report	\$0 - \$20
Level 2 Report	\$0 - \$50
Document View	\$0

1.6 Reports and Features

Features Category	Report Delivery Charge
Shepard's® Citations Service	\$0
LexisNexis® Litigation Profile Suite	\$22



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LexisNexis® Verdict & Settlement Analyzer	\$100
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Folders	\$0
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Context**Charges**

Context Experts	\$99 per report
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Context Judges	\$99 per report
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Context Courts	\$99 per report
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Context Company	\$99 per report
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Dossier**Charges**

Dossier Company List	\$250 per report
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Dossier Executive List	\$250 per report
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Dossier Find an Executive	\$250 per report
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Dossier Snapshot	\$150 per report
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1.7 CourtLink**Docket Tracking****Charges**

Docket Tracking	\$11 per track run
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Enable Runner Access**Charges**

Priced from court	
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Enable Court Documents**Charges**

Court Documents	\$7 per document
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California – Los Angeles Superior	\$21 per document
Deleware Chancery	\$61 per document

Alerts**Charges**

Attorney/Law Firm Alert	\$11 per alert
Bankruptcy Chapter Alert 7	\$0.50 per alert
Bankruptcy Chapter Alert 9, 11, 12, 13 & 15	\$5 per alert
Bankruptcy Creditor Alert	\$11 per alert
Bankruptcy Debtor Alert	\$11 per alert
Class Action Alert	\$3 per alert
Criminal Defendant Alert	\$11 per alert
Judge Alert	\$11 per alert
Litigant Alert	\$11 per alert
New Event Alert	\$5 per alert
NOS Alert	\$3 per alert
Patent Number Alert	\$59 per alert

Docket Update Now**Charges**

Docket Update Now	\$7 per update
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2. TAXES. Charges do not include any federal, state or local sales, use, value-added or similar tax. If any such taxes are applicable, they will be invoiced to Subscriber and Subscriber will pay such amounts unless Subscriber provides LN with a valid tax exemption certificate authorized by the applicable taxing authority. Any taxes imposed on payments to LN by Subscriber are the sole

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responsibility of Subscriber. Subscriber 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 Subscriber.

II. MISCELLANEOUS

1. PAYMENT TERMS. All charges incurred by Subscriber are payable within 30 days after receipt of an invoice. Subscriber shall pay all charges in accordance with any applicable "Prompt Payment Act" or similar legislation.

2. CHANGES TO CHARGES AND DISCOUNTS. Charges and discounts may be changed only upon 30 days prior notice, which notice shall be with your invoice or otherwise provided in writing.

3. COLLECTION COST. Subscriber shall be liable for all costs of collection incurred by the provider of the Online Services, including without limitations, collection agency fees, reasonable attorney's fees, and court costs, if Subscriber fails to comply with the payment obligations set forth herein.

4. PURCHASE ORDER. In the event Subscriber issues a purchase order or other document relating to the Online Services, Subscriber agrees that the document shall be for Subscriber's internal purposes only and shall in no way modify or affect any of the terms or conditions for access to the Online Services.

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