



Contract # MA2124

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

LexisNexis, a division of RELX Inc.
Name
PO Box 933
Address
Dayton OH 45401
City State Zip

LEGAL STATUS OF CONTRACTOR
 Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Patrick Bello Phone #937-286-9471 Email patrick.bello@lexisnexis.com
Vendor #02142HR Commodity Code #95635

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: LexisNexis online legal research services.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on FY16, a pre-approved sole source authorization (from the Division of Purchasing) # SH16013SS.
4. CONTRACT PERIOD: Effective Date: 01/01/2016 Termination Date: 12/31/2020 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
5. Payment: Prompt Payment Discount (if any): _____.
6. ATTACHMENT A: State of Utah Standard Terms and Conditions for Online Research Services (Revised)
ATTACHMENT B: LexisNexis Order Forms

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code and Procurement Rules.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature
Pauline Marshall
Pricing Analyst
Type or Print Name and Title

12/23/15
Date

STATE

Director, Division of Purchasing

12/23/15
Date

Spencer Hall Division of Purchasing Contact Person	801-538-3307 Telephone Number	801-538-3882 Fax Number	spencerh@utah.gov Email
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(Revision 14 October 2015)

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR ONLINE RESEARCH SERVICES (REVISED)
STATE OF UTAH COOPERATIVE CONTRACT**

This is a State of Utah Cooperative Contract ("State Cooperative Contract"), between LexisNexis, a division of RELX Inc. ("Contractor") and the State of Utah. This State Cooperative Contract provides the standard terms and conditions under which Eligible Users may choose to subscribe to the online services by executing and delivering an End User Agreement to Contractor which incorporates these terms.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **Confidential Information** means nonpublic information of a party that is identified as confidential at the time of disclosure or is nonpublic information that a reasonable person would understand is confidential from the nature of the information.
 - b) **Contract** means the Contract Signature Page(s), this Attachment A and all referenced attachments and documents incorporated by reference.
 - c) **Contract Signature Page(s)** means the State of Utah cover page(s) that the Division and Contractor sign.
 - d) **Contractor** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and agents.
 - e) **Division** means the State of Utah Division of Purchasing.
 - f) **Eligible User(s)** means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - g) **End User Agreement** means the agreement that Eligible Users are required to sign in order to participate in this Contract in the forms attached hereto as Exhibits A-1 through A-3, as detailed in Section 17 of this Contract.
 - h) **Services** means the LexisNexis online research services including Lexis Advance®, Lexis Practice Advisor, and CourtLink.
 - i) **Proposal** means Contractor's response to the Division's Solicitation.
 - j) **Solicitation** means the documents used by the Division to obtain Contractor's Proposal.
 - k) **State of Utah** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - l) **Subcontractors** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah, federal auditors, and Eligible Users, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole

fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** Except as otherwise provided by the End User Agreement with respect to the End User Agreement, this Contract may only be amended by the mutual written agreement of the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated with cause by either party in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given thirty (30) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience) in advance of the specified expiration date by either party upon sixty (60) days written termination notice being given to the other party. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for Services properly performed prior to date of termination.
Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the Eligible User be liable to the Contractor for compensation for any services that do not comply with the specifications set forth in the Contract. In no event shall the Eligible User's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for damages or claims arising under this Contract prior to the termination.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division if a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
If a written notice is delivered, the Eligible User will reimburse Contractor for the Services properly performed until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice. Either party may terminate this Agreement upon written notice to the other if the provision of the Services becomes unlawful in the opinion of their counsel due to a change in Federal or State law.
14. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
15. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the required insurance policies to the Division within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Contract. Contractor shall not cancel or allow the insurance policy to expire unless written notice has been given to the Division at least thirty (30) days prior to the cancellation or expiration. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.
16. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit

proof of certificate of insurance that meets the above requirements.

17. **END USER AGREEMENT:** Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract. A copy of the End User Agreement for Lexis Advance is attached to this Contract as Exhibit A-1. A copy of the End User Agreement for CourtLink is attached to this Contract as Exhibit A-2. A copy of the End User Agreement for Lexis Practice Advisor is attached to this Contract as Exhibit A-3. The term of an End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion or termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
18. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
19. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Services based upon the same terms and conditions of this Contract. The pricing applicable to each such End User Agreement will be negotiated between Contractor and the Eligible User.
20. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Services from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
21. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
22. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related purchase orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing and expressly approved by the Division, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, and invoices.
23. [This section intentionally removed.]
24. **REPORTS AND FEES:**
 1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
 2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: salesreports@utah.gov.
 3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
4. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
25. **ORDERING:** Orders will be placed by the Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
26. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the Eligible User.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; (ii) refund fees associated with non-conforming Services; or (iii) terminate this Contract if Contractor is unable to correct the non-conforming Services and receive a pro-rata refund or credit for any prepaid amounts..

27. **INVOICING:** Contractor shall bill for the Services monthly in arrears. Contractor will submit all such invoices within thirty (30) days after the end of each calendar month for the preceding month. .
28. **PAYMENT:** Payments are to be made within thirty (30) days after the date of a correct invoice. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The Eligible User's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor.
29. [This section intentionally removed.]
30. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
31. **PERFORMANCE EVALUATION:** The Eligible User may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
32. **STANDARD OF CARE:** Contractor shall perform the Services to the standard of care set forth in the attached End User Agreements.
33. **REVIEWS:** The Division and Eligible Users reserve the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right as set forth in the End User Agreement.
35. [This section intentionally removed.]
36. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division. Notwithstanding the foregoing, Contractor may assign this Contract to its successor by merger or to the transferee of substantially all of its stock or assets.
37. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a thirty (30) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (iv) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Services that do not conform to this Contract.
38. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.
39. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall keep all Confidential Information strictly confidential and not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any actual misuse or misappropriation of Confidential Information. The following types of information is not "Confidential Information" as used herein: (a) information that was in Contractor's possession before receipt from the disclosing State Entity (the "Discloser"); (b) information that was independently developed or acquired by or for Contractor's without use of Discloser's proprietary information; (c) information that is rightfully received by Contractor's from a third party without a duty of confidentiality; (d) information that was disclosed by Discloser to a third party not under an obligation of confidentiality; or (e) information that is or becomes available to the public through no fault of Contractor's. Contractor may disclose Confidential Information if required under applicable law, if Contractor first gives the Discloser notice of the required disclosure and cooperates with Discloser, at Discloser's expense, in seeking reasonable protective arrangements (however, Contractor is not required to act in a manner which would result in sanctions or other penalties).
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications to the extent required by applicable law.
Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
40. **PUBLICITY:** Contractor shall submit to the Eligible User for written approval all advertising and publicity matters relating to this Contract. It is within the Eligible User's sole discretion whether to provide approval, which must be done in writing. Notwithstanding the foregoing, Contractor does not need the written approval of the Eligible User to reference that an Eligible User who signs an End User Agreement is a customer of the Services.

41. **CONTRACT INFORMATION:** During the duration of this Contract, the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
42. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
43. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
44. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled to seek its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
45. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute at its sole cost and expense. If the Division appoints such an expert or panel, the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
46. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the terms of the End User Agreements; (iv) the LexisNexis General Terms and Conditions viewable at www.lexisnexis.com/terms/general; and (v) any other attachment listed on the Contract Signature Page(s), if any. Any provision attempting to limit the liability of Contractor or limit the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void. This Contract is the sole expression of the terms of this Contract. Any Purchase Order issued by the State or any terms on Contractor's Sales Orders, Invoices, etc., will not apply to this Contract.
47. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
48. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
49. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 August 2015)

4824-3661-5211, v. 1



**State of Utah Cooperative Contract
User Agreement - Lexis Advance® Subscription Agreement
State/Local Government**

"Subscriber" Name:
Account Number:
"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

1.1 This End User Subscription Agreement (this "Agreement") is issued against, and made part of the State of Utah Cooperative Contract between LexisNexis, a division of RELX Inc. ("LN") and the State of Utah (the "Utah MSA"). The terms set forth herein are added to the Utah MSA with respect to access to and use of Lexis Advance. By executing this Agreement, Subscriber certifies that it is an "Eligible User" as defined in the Utah MSA and agrees to the terms set forth herein in addition to the terms of the Utah MSA.

1.2 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. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

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

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

Committed Term	Monthly Commitment

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

_____ By its initials here, Subscriber elects to access Alternate Materials

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. Support and Training

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

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

6. Miscellaneous

6.1 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.

6.2 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.

6.3 In the event of a conflict between the terms of this Agreement and the Utah MSA, the order of precedence shall be as set forth in the Utah MSA.

AGREED TO AND ACCEPTED 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: _____

CUSTOMER INFORMATION (Please type or print):

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

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

State Contract No:

Tax ID No:

(If applicable)

PO No:

(If applicable)

Contacts:

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

"Subscriber":

"LN": LexisNexis, a division of Reed Elsevier Inc.

1. Subscription Agreement. LN grants Subscriber a non-exclusive, non-transferable, limited license to access and use the LexisNexis® online research services ("Online Services") including the Lexis® Practice Advisor service (the "LPA Service") and the materials available therein ("Materials") pursuant to the terms of the Subscription Agreement which will consist of the General Terms and Conditions ("General Terms") and your applicable Price Schedule ("Price Schedule"), (collectively, the "Agreement"). Subscriber may view and print the General Terms at <http://www.lexisnexis.com/terms/general.aspx> and may view the Price Schedule at the applicable URL: www.lexisnexis.com/terms/government. The Information Charges set forth in the Price Schedule do not apply unless Subscriber has access to the Online Services, in addition to the LPA Service.

2. Fixed Price Commitment for LPA Service.

2.1 This Section 2 amends the Subscription Agreement with respect to the LPA Service. **THIS SECTION 2 WILL COMMENCE ON AND CONTINUE UNTIL _____ (THE "TERM").**

Module(s)	INITIAL TERM OF FIXED PRICE COMMITTED PERIOD					
	Monthly Commitment for	Monthly Commitment for	Monthly Commitment for	Monthly Commitment for	Monthly Commitment for	Monthly Commitment for
Total(s):						

2.2 This Section 2 relates only to Subscriber accounts and locations listed below.

ACCOUNT LOCATIONS

2.3 The LPA Service may contain links to materials available in the Online Services. If such links are available, access to and use of the Online Services and will be charged in accordance with the Price Schedule. During the Term, LN may make content and features available to Subscriber that are not included in the LPA Service 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. Certification

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

Number of Government Professional Users:	
-------------------------------------------------	--

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

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

3.4 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.

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. Miscellaneous Terms.

6.1 Subject to any state open records or freedom of information statutes, Subscriber will receive and maintain the terms and pricing in this Agreement in trust and confidence and take reasonable precautions against disclosure to any third party.

6.2 The Subscription Agreement will survive termination of the Fixed Price Committed Period set forth in Section 2 unless expressly terminated in accordance with its terms. The Subscription Agreement will apply to any use of the Online Services, including the LPA Service.

6.3 Notwithstanding anything to the contrary set forth in the General Terms, this Subscription 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.

6.4 This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein and all other prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or written, are superseded in their entirety by this Agreement.

This Agreement is subject to acceptance by LN, which acceptance shall be evidenced by granting Subscriber access to the Service.

AGREED TO AND ACCEPTED BY:

Subscriber:

[MUST BE COMPLETED BY SUBSCRIBER]

Number of Attorneys in Firm:

Authorized Subscriber Signature:

Printed Name:

Job Title:

Date:

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)		
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
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Installation: _____

Billing: _____

Policy/Legal Notification: _____

Scheduling/Training: _____

	Name	Telephone
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Super Admin: _____

Email	IP Address
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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

BANKING INFORMATION (Please type or print):

1. Organization Name: _____
2. Automatic Payment Method - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.

Authorized Signature for Automatic
Payment Method : _____

<input type="checkbox"/> Select method of credit card payment <input type="checkbox"/> VISA <input type="checkbox"/> AMEX	<input type="checkbox"/> MasterCard <input type="checkbox"/>	<input type="checkbox"/> ← OR → <input type="checkbox"/> Automatic Debit to Checking Account (attach copy of <input type="checkbox"/> voided check)
---------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------

Credit Card #: _____ - _____ - _____ - _____ Exp Date: _____

3. No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:

Bank Name & Address: _____

Bank #: _____ Account #: _____



□
FIXED PRICE AGREEMENT
For CourtLink Services
(For State/Local Government Market)

"Customer": <REQUIRED FIELD - LEGAL NAME>

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

LN grants Customer a non-exclusive, non-transferable limited license to access and use the CourtLink products, services, features or menus ("CourtLink Preferred Services") listed below in accordance with the terms and conditions set forth herein and the General Terms and Conditions and Price Schedule which are incorporated herein by reference. The General Terms and Conditions and Price Schedule can be viewed or printed at www.lexisnexis.com/terms/government.

1. TERM

This Fixed Price Agreement shall begin on the date the Customer billing account is activated by LN and continue for a non-cancelable period of 12 full calendar months ending on ____, 20__ (comprised of "Agreement Period(s)" and collectively, the "Term").

2. COURTLINK PREFERRED SERVICES

2.1 In consideration of Customer's payment to LN, the monthly amount specified below (the "CourtLink Monthly Commitment"), and subject to Section 2.2 below, Customer will be provided with access to and use of the materials and features available in the services and/or menus ("CourtLink Preferred Services") listed below. Any partial month before the first full calendar month will be prorated. Any other CourtLink Services will be at the then current rates under the applicable Price Schedule.

COURTLINK PREFERRED SERVICES	NUMBER OF USERS	AGREEMENT PERIOD	COURTLINK MONTHLY COMMITMENT

2.2 During the Term, LN will review Customer's actual monthly use (based on then current transactional Price Schedule) of the CourtLink Preferred Services ("Actual Use"). If the Actual Use exceeds five times the CourtLink Monthly Commitment, then the parties reserve the right to renegotiate in good faith the CourtLink Monthly Commitment.

3. CLOSED OFFER

The offer of LN contained herein is valid until _____. In order to implement the terms and conditions contained herein by the first day of a calendar month, LN must receive this signed Fixed Price Agreement by the 20th day of the preceding month.

4. CONFIDENTIAL INFORMATION

This Fixed Price Agreement contains confidential pricing information of LN. Customer understands that disclosure of the terms and conditions contained herein could cause competitive harm to LN, and will receive and maintain this Fixed Price Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person.

5. SUPPORT AND TRAINING

During the Term, Customer, with the support of LN, agrees to encourage the effective use of the CourtLink Preferred Services through:

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

6. MISCELLANEOUS

This Fixed Price Agreement represents the entire agreement between the parties with respect to the subject matter contained herein and all other prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or in writing, are superseded in their entirety by this Fixed Price Agreement.

Customer hereby agrees to the terms and conditions of this Fixed Price Agreement as originally provided, including the General Terms and Conditions and Price Schedule. Customer further agrees that all use of the CourtLink Preferred Services shall be in compliance with the foregoing.

AGREED TO AND ACCEPTED BY:

Customer

BY:

NAME:

TITLE:

DATE:

Customer hereby certifies there are _____
number of users under this Fixed Price Agreement

LexisNexis, a division of RELX Inc.

BY:

NAME:

TITLE:

DATE:



**State of Utah Cooperative Contract
User Agreement - Lexis Advance® Subscription Agreement
State/Local Government**

"Subscriber" Name:
Account Number:
"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

1.1 This End User Subscription Agreement (this "Agreement") is issued against, and made part of the State of Utah Cooperative Contract between LexisNexis, a division of RELX Inc. ("LN") and the State of Utah (the "Utah MSA"). The terms set forth herein are added to the Utah MSA with respect to access to and use of Lexis Advance. By executing this Agreement, Subscriber certifies that it is an "Eligible User" as defined in the Utah MSA and agrees to the terms set forth herein in addition to the terms of the Utah MSA.

1.2 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:	
-------------------------------------------------	--

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:	
---------------------------------------	--

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

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

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

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

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

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

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

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

Committed Term	Monthly Commitment

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

_____ By its initials here, Subscriber elects to access Alternate Materials

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. Support and Training

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

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

6. Miscellaneous

6.1 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.

6.2 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.

6.3 In the event of a conflict between the terms of this Agreement and the Utah MSA, the order of precedence shall be as set forth in the Utah MSA.

AGREED TO AND ACCEPTED 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: _____

CUSTOMER INFORMATION (Please type or print):

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

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

State Contract No:

Tax ID 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

"Subscriber":

"LN": LexisNexis, a division of Reed Elsevier Inc.

1. Subscription Agreement. LN grants Subscriber a non-exclusive, non-transferable, limited license to access and use the LexisNexis® online research services ("Online Services") including the Lexis® Practice Advisor service (the "LPA Service") and the materials available therein ("Materials") pursuant to the terms of the Subscription Agreement which will consist of the General Terms and Conditions ("General Terms") and your applicable Price Schedule ("Price Schedule"), (collectively, the "Agreement"). Subscriber may view and print the General Terms at <http://www.lexisnexis.com/terms/general.aspx> and may view the Price Schedule at the applicable URL: www.lexisnexis.com/terms/government. The Information Charges set forth in the Price Schedule do not apply unless Subscriber has access to the Online Services, in addition to the LPA Service.

2. Fixed Price Commitment for LPA Service.

2.1 This Section 2 amends the Subscription Agreement with respect to the LPA Service. **THIS SECTION 2 WILL COMMENCE ON AND CONTINUE UNTIL _____ (THE "TERM").**

Module(s)	INITIAL TERM OF FIXED PRICE COMMITTED PERIOD					
	Monthly Commitment for	Monthly Commitment for	Monthly Commitment for	Monthly Commitment for	Monthly Commitment for	Monthly Commitment for
Total(s):						

2.2 This Section 2 relates only to Subscriber accounts and locations listed below.

ACCOUNT LOCATIONS

2.3 The LPA Service may contain links to materials available in the Online Services. If such links are available, access to and use of the Online Services and will be charged in accordance with the Price Schedule. During the Term, LN may make content and features available to Subscriber that are not included in the LPA Service 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. Certification

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

Number of Government Professional Users:

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

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

3.4 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.

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. Miscellaneous Terms.

6.1 Subject to any state open records or freedom of information statutes, Subscriber will receive and maintain the terms and pricing in this Agreement in trust and confidence and take reasonable precautions against disclosure to any third party.

6.2 The Subscription Agreement will survive termination of the Fixed Price Committed Period set forth in Section 2 unless expressly terminated in accordance with its terms. The Subscription Agreement will apply to any use of the Online Services, including the LPA Service.

6.3 Notwithstanding anything to the contrary set forth in the General Terms, this Subscription 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.

6.4 This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein and all other prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or written, are superseded in their entirety by this Agreement.

This Agreement is subject to acceptance by LN, which acceptance shall be evidenced by granting Subscriber access to the Service.

AGREED TO AND ACCEPTED BY:

Subscriber:

[MUST BE COMPLETED BY SUBSCRIBER]

Number of Attorneys in Firm:

Authorized Subscriber Signature:

Printed Name:

Job Title:

Date:

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)		
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
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Installation: _____

Billing: _____

Policy/Legal Notification: _____

Scheduling/Training: _____

	Name	Telephone
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Super Admin: _____

Email	IP Address
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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

BANKING INFORMATION (Please type or print):

1. Organization Name: _____
2. Automatic Payment Method - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.

Authorized Signature for Automatic
Payment Method : _____

<input type="checkbox"/> Select method of credit card payment <input type="checkbox"/> VISA <input type="checkbox"/> AMEX	<input type="checkbox"/> MasterCard <input type="checkbox"/>	<input type="checkbox"/> ←OR→ <input type="checkbox"/> Automatic Debit to Checking Account (attach copy of <input type="checkbox"/> voided check)
---------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------

Credit Card #: _____ - _____ - _____ - _____ Exp Date: _____

3. No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:

Bank Name & Address: _____

Bank #: _____ Account #: _____



□
FIXED PRICE AGREEMENT
For CourtLink Services
(For State/Local Government Market)

"Customer": <REQUIRED FIELD - LEGAL NAME>

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

LN grants Customer a non-exclusive, non-transferable limited license to access and use the CourtLink products, services, features or menus ("CourtLink Preferred Services") listed below in accordance with the terms and conditions set forth herein and the General Terms and Conditions and Price Schedule which are incorporated herein by reference. The General Terms and Conditions and Price Schedule can be viewed or printed at www.lexisnexis.com/terms/government.

1. TERM

This Fixed Price Agreement shall begin on the date the Customer billing account is activated by LN and continue for a non-cancelable period of 12 full calendar months ending on ____, 20__ (comprised of "Agreement Period(s)" and collectively, the "Term").

2. COURTLINK PREFERRED SERVICES

2.1 In consideration of Customer's payment to LN, the monthly amount specified below (the "CourtLink Monthly Commitment"), and subject to Section 2.2 below, Customer will be provided with access to and use of the materials and features available in the services and/or menus ("CourtLink Preferred Services") listed below. Any partial month before the first full calendar month will be prorated. Any other CourtLink Services will be at the then current rates under the applicable Price Schedule.

COURTLINK PREFERRED SERVICES	NUMBER OF USERS	AGREEMENT PERIOD	COURTLINK MONTHLY COMMITMENT

2.2 During the Term, LN will review Customer's actual monthly use (based on then current transactional Price Schedule) of the CourtLink Preferred Services ("Actual Use"). If the Actual Use exceeds five times the CourtLink Monthly Commitment, then the parties reserve the right to renegotiate in good faith the CourtLink Monthly Commitment.

3. CLOSED OFFER

The offer of LN contained herein is valid until _____. In order to implement the terms and conditions contained herein by the first day of a calendar month, LN must receive this signed Fixed Price Agreement by the 20th day of the preceding month.

4. CONFIDENTIAL INFORMATION

This Fixed Price Agreement contains confidential pricing information of LN. Customer understands that disclosure of the terms and conditions contained herein could cause competitive harm to LN, and will receive and maintain this Fixed Price Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person.

5. SUPPORT AND TRAINING

During the Term, Customer, with the support of LN, agrees to encourage the effective use of the CourtLink Preferred Services through:

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

6. MISCELLANEOUS

This Fixed Price Agreement represents the entire agreement between the parties with respect to the subject matter contained herein and all other prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or in writing, are superseded in their entirety by this Fixed Price Agreement.

Customer hereby agrees to the terms and conditions of this Fixed Price Agreement as originally provided, including the General Terms and Conditions and Price Schedule. Customer further agrees that all use of the CourtLink Preferred Services shall be in compliance with the foregoing.

AGREED TO AND ACCEPTED BY:

Customer

BY:

NAME:

TITLE:

DATE:

Customer hereby certifies there are _____
number of users under this Fixed Price Agreement

LexisNexis, a division of RELX Inc.

BY:

NAME:

TITLE:

DATE: