

STATE OF WASHINGTON
THE ADMINISTRATIVE OFFICE OF THE COURTS
1206 South Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170
PURCHASED SERVICES CONTRACT
PCH06082

AMENDMENT 1

WHEREAS, the State of Washington, the Administrative Office of the Courts (“AOC” or “Purchaser”) and LexisNexis, a division of Reed Elsevier Inc., a Massachusetts corporation licensed to conduct business in the state of Washington (“Vendor”), with its principal office located at 9443 Springboro Pike, Miamisburg, OH 45342 entered into contract PCH06082 (“CONTRACT”) for the purpose of providing computer-assisted legal research, specifically LexisNexis Online Services; and

WHEREAS, due to the inability of the Vendor to complete a customized administrative tool for the AOC within four months of the start date of the CONTRACT, the parties desire to amend said CONTRACT to provide for revisions to the “Administrative Tools” provision, subsection 6 of Schedule A to this CONTRACT; and

WHEREAS, the parties recognize that mutual benefits will derive therefrom.

NOW THEREFORE, in consideration of the mutual promises and understandings contained herein, and pursuant to subsection 17 of the CONTRACT, the parties hereby rewrite subsection 6 of Schedule A to this CONTRACT as follows:

6. ADMINISTRATIVE REQUIREMENTS

- 6.1.** Purchaser has requested that the service include online account administration processes for (the “Online Administration Tool”):
- Setting up new court accounts;
 - Creating, assigning, and deactivating user IDs; and
 - Resetting passwords.

Except for unforeseen emergencies, war, government intervention, natural disaster or circumstances beyond the reasonable control of Vendor and the AOC, Vendor will build a customized Online Administration Tool for the AOC and the Washington Courts and will make it available to the Purchaser no later than March 31, 2006.

The customized Online Administration Tool shall be subject to a 30-day acceptance testing period starting from the day after the Vendor certifies that the Online Administration Tool is ready for acceptance testing. AOC will rigorously test the Online Administration Tool and shall maintain appropriate daily records to ascertain whether the requirements for the Online Administration Tool have been met. The acceptance testing criteria shall be the same for both parties to determine whether or not the Online Administration Tool was built in accordance with the specifications set forth in Sections 6.1 through 6.5 of Schedule A to the CONTRACT. The acceptance testing criteria is set forth in Rider No. 1 attached hereto and incorporated herein.

In the event the Online Administration Tool does not meet the performance requirements during the initial period of acceptance testing, AOC may, at its discretion, continue acceptance testing on a day-to-day basis until the performance requirements are met. If after 15 calendar days, the Online Administration Tool still has not met the performance requirements AOC may, at its option, declare Vendor to be in breach of this CONTRACT and terminate this CONTRACT.

In the interim, Vendor will provide e-mail access for account administration with a maximum of a 4 business hour turn-around time based on normal business hours of 9AM – 5 PM, Pacific Time, Monday through Friday, or alternatively, telephonic contact for real-time account administration.

Any modification or addition to the AOC's and Washington Courts' administrative tool requirements shall be subject to the written acceptance of the Vendor and may result in increased time to create the functionality as well as additional charges being imposed upon the Purchaser, as the parties may agree.

- 6.2. The service shall provide a means to identify users by individual courts, the AOC, and Law Library.
- 6.3. The Vendor will provide training to the individual court administrators so that the administrators may access and print periodic usage reports through the Vendor's PowerInvoice tool. In the event that the Purchaser request report items that are not available through Vendor's PowerInvoice tool or through its internal Business Intelligence System, then Purchaser may request Vendor to build this functionality at Purchaser's expense. If Vendor is so engaged to build additional report functionality, it will use commercially reasonable efforts to build the increased functionality in a reasonable timeframe.
- 6.4. The service shall have a means to distinguish between access to covered services and billable services and includes warnings to users whenever they attempt to access billable services or databases.
- 6.5. Each individual Court and the Library will be responsible for accessing a copy of the invoice online through Vendor's PowerInvoice feature noted in Section 6.3 above and for paying Vendor for all non-covered services incurred by such Court or Library. The individual Courts and the Library should reference the invoice number when submitting their payment. Despite the fact that Vendor will accept payment from each individual Court and the Library, the Purchaser remains ultimately liable for payment of all covered and non-covered services incurred by the AOC, the Courts and the Library within the 30 day payment period specified in the CONTRACT.

12. Legal Notice The Vendor contact for legal notices in Section 12 of the CONTRACT shall be deleted and replaced with the following:

To Vendor at:

LexisNexis
Attn: Judith Stockton
8109 Amelia Cove
Austin, TX 78750
Phone: (512) 372-9073
Fax: (512) 794-0674

With a copy to:

LexisNexis
Attn: General Counsel
9443 Springboro Pike
Miamisburg, OH 45342
(937) 865-6800
(937) 865-1211

14. Vendor Account Manager The Vendor Account Manager information in Section 14 of the CONTRACT shall be deleted and replaced with the following:

Vendor Account Manager: Judith Stockton

8109 Amelia Cove
Austin, TX 78750

Phone: (512) 372-9073

Fax: (512) 794-0674

Email: judith.stockton@lexisnexis.com

Schedule A The last line of subsection 1.1.1 of Schedule A shall be revised by deleting "(Jane Newman)" and replacing it with "(Judith Stockton)".

By executing this amendment, and in accord with section 31 ("Waiver") of the CONTRACT, the AOC affirmatively states that it does not waive sections 37 ("Failure to Perform"), 39 ("Termination for Default"), 43 ("Termination Procedure") or any other provision of the CONTRACT

In Witness Whereof, the parties hereto, having read this CONTRACT amendment in its entirety do agree in each and every particular and have thus set their hands hereunto.

This CONTRACT amendment is effective this 7th day of February, 2006

Approved

State of Washington
Administrative Office of the Courts

Approved

LexisNexis, a division of Reed Elsevier Inc.

Janet L. McLane

Signature

Janet L. McLane 2/16/06

Print or Type Name

Date

Administrative to the Courts

Title

Ann C. Fullinwider

Signature

Ann C. Fullinwider 3/17/06

Print or Type Name

Date

Senior VP + Publisher

Title

LEXISNEXIS LEGAL DEPT.

REVIEWED BY: REL

DATE: 2/16/06

Rider No. 1

Acceptance Testing Criteria

Acceptance Testing Criteria:

- Is the tool Web-based? Yes or no.
- Can individual passwords and IDs be issued on a real-time basis by AOC and designees using the web-based tool? Yes or no.
- Can individual IDs be deactivated on a real-time basis by AOC and designees using the web-based tool? Yes or no.
- Can “mass” or “group” passwords and IDs be issued by AOC and designees by either a) by sending the information to service express or b) by AOC issuing passwords and IDs one at a time via the web-based tool? Yes or no.
- Can “mass” or “group” IDs be deactivated by AOC and designees by either a) by sending the information to service express or b) by AOC deactivating IDs one at a time via the web-based tool.. Yes or no.
- Does the web-based tool allow AOC and designees to link to the full contingent of required management reports? Yes or no.
- Is the LexisNexis user identification report provided, periodic & upon request? Yes or no.
- Does the reports contain the minimum the data fields? Yes or no.
 - Court Name
 - Court Address (w/city, state & zip)
 - User Role
 - User Name (Last name & first name)
 - Bill Group Number (account)
 - ID Status (Active/Deactivated)
 - Date of Activation
 - Date of Deactivation
 - Subtotals and totals for each organization
- Has LexisNexis communicated to the AOC whether user identification reports can include data fields not identified in the requirements? Yes or no.
- Are reports segregated by individual court? Yes or no.
- Is a “master list of users” report provided on a periodic and on request basis? Yes or no.
- Does the “master list of users” report contain, at a minimum, the data identified above? Yes or no.
- Can each individual court access a version of the invoice that displays the total for non-covered services incurred by the individual court? Yes or no.