

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

April 29, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services(DAS) to exercise a **Sole Source Retroactive** contract renewal option (Contract #8003089) with LexisNexis, a division of RELX, Inc, (VC#177769), Newton, MA, for legal research services by increasing the price limitation by \$502,930.60 from \$284,000.00 up to and not to exceed \$786,930.60 and extending the completion date from June 30, 2025, to June 30, 2026, effective upon Governor and Executive Council approval. The original contract was approved by the Commissioner of the Department of Administrative Services on September 26, 2022.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The purpose of this requested contract amendment is to allow state agencies to process open invoices and continue to gain access to a catalog database of legal information from Local, State, and Federal sources until a new contract is implemented. The plans offered under contract include, but are not limited to, court rulings, established case law, court dissensions, constitutional information, and other materials necessary to provide valuable insight into ongoing legal matters.

This requested contract amendment is **Retroactive**. Our compilation of the spending at multiple agencies identified spending much greater than the contract estimate from 2022. Existing users indicated it was untenable to cease the contract and have no service available. This is easy to understand if you think of the daily need for legal research across the state enterprise. We think our estimate of the original price limitation was low in part because the number of users increased but more because of an increased demand for optional value-added services rather than subscriptions. Those additional services are also paid unencumbered – the category of spend that is hardest to track via reporting in the current version of our system.

The spending had exceeded the limit before we started negotiating a new contract but the problem was exacerbated by an unusually long review and approval process on the part of the

chosen contractor. Some vendors with the state are able to turn around paperwork within weeks but others take months. This vendor was all the way at one end of the spectrum.

The new contract will come to you under separate cover. This is an area without a lot of competition. A year ago, we issued a request for information (RFI) to identify the current market pricing available for comparable legal research platforms. The results indicated that there are two competitors who continue to corner the market, Lexis Nexis and Thomas Reuters (West Law). West Law's pricing is approximately 5% higher for comparable services. Nonetheless, we issued a new request for bid (RFB) 3074-26 for Legal Research Services, responses due November 17, 2025. The incumbent contractor, RELX, Inc. dba Lexis Nexis chose to bid. Thomas Reuters (West Law) elected not to. The new contract will come to you as a separate item.

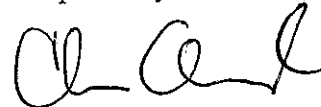
The amendment in this item contains a new price limitation of \$786,930.60 includes \$291,730.60 to cover the amount the original price limitation was overspent, plus an additional forecasted cost of \$192,000.00. An additional 10%, or \$19,200.00, is added for balance of product line purchases.

The following table represents a summary of the amount necessary to accommodate the requested contract amendment. A detailed bid tabulation is attached for reference.

Contract Financials	
Current spend limitation	\$284,000.00
Current spend	\$575,730.60
Forecasted spend through contract expiration	\$192,000.00
Add balance of product line (10%)	\$19,200.00
New spend limitation	\$786,930.60

Based on the foregoing, I am respectfully recommending approval of the **Sole Source Retroactive** contract amendment with LexisNexis, a division of RELX, Inc

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
 Bureau of Purchase Property

RFI Summary

Gary S. Lunetta
 Director
 (603) 271-2201

RFI Description	Legal Research	Agency	Statewide
RFI#	2025-467		
Agent Name	Steven Burgess		

Qty	UOM	Product Description	LexisNexis		Westlaw	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost
150	EA	Legal Research Users	\$647.00	\$97,050.00	\$680.00	\$102,000.00
Sub Total				\$97,050.00		\$102,000.00



Division of Procurement Support Services
Bureau of Purchase Property
RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Legal Research Services	Agency	Multiple
RFB#	3074-26	Requisition#	N/A
Agent Name	Ryan Fuller	Bid Closing	November 17, 2025

Indicates Award:

Qty	UOM	Product Description	RFL X, Inc.	
			User License Cost	Extended Cost
150	EA	Year 1 Annual User License Cost	\$ 1,755.60	\$ 263,340.00
150	EA	Year 2 Annual User License Cost	\$ 1,843.38	\$ 276,507.00
150	EA	Year 3 Annual User License Cost	\$ 1,935.55	\$ 290,332.35
150	EA	Year 4 Annual User License Cost	\$ 2,032.33	\$ 304,848.97
150	EA	Year 5 Annual User License Cost	\$ 2,133.94	\$ 320,091.42
*150	EA	Extension Year 1 Annual User License Cost	\$ 2,241.00	Not calculated for award
*150	EA	Extension Year 2 Annual User License Cost	\$ 2,353.00	Not calculated for award
Total Estimated License Spend			\$ 1,455,119.73	
Projected increase in user accounts (75 per year)			\$ 727,559.87	
Add allowance for balance of product line			\$ 317,320.40	
Recommended price limitation			\$ 2,500,000.00	



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, *Commissioner*

May 13, 2025

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with LexisNexis, a division of RELX, Inc., as described below and referenced as DoIT No. 2025-090A.

The purpose of this request is to provide legal research services for agencies throughout the State of New Hampshire.

The Total Price Limitation shall increase by \$502,930.60 for a New Total Price Limitation of \$786,930.60, effective upon Governor and Executive Council approval through June 30, 2026.

A copy of this letter must accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/jd
DoIT #2025-090A

cc: Cindy Dotlich, IT Manager



**FIRST AMENDMENT TO THE CONTRACT BETWEEN
RELX INC. dba LEXISNEXIS AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR LEGAL RESEARCH SERVICES
CONTRACT # 8003089**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 5 day of March 2026, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and RELX INC. dba LEXISNEXIS (hereinafter referred to as "the Contractor") for legal research services.

WHEREAS, pursuant to an agreement effective September 26, 2022, and set to expire June 30, 2026, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain legal research services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.4 Contractor Address and substitute the following:

1.4 9443 Springboro Pike Miamisburg, Ohio 45342

2. Add to Exhibit A Special Provisions:

25. Survivorship of Terms. Notwithstanding the expiration or termination of this Agreement, any terms and conditions that by their nature should survive the expiration or termination of this Agreement shall remain in full force and effect with respect to any outstanding purchase orders issued under this Agreement until such purchase orders are fully performed or terminated in accordance with their respective terms.

3. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

1.7 June 30, 2026

4. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$786,930.60

Contract Financials	
Current spend limitation	\$284,000.00
Current spend	\$575,730.60
Forecasted spend through contract expiration	\$192,000.00
Add balance of product line (10%)	\$19,200.00
New spend limitation	\$786,930.60

5. Amend Exhibit C, 1. Contract Price: Change to the following: \$786,930.60.

6. Amend Exhibit C, 1. Value Added Services: Change to the following:

Contractor Initials: Cg

Date: 03/05/2026

Description	Cost Per User Year 1	Cost Per User Year 2	Cost Per User Year 3	Cost Per User Extension Year 1	Cost Per User Extension Year 2
New Hampshire Enhanced w/Full Federal	\$360.00	\$374.40	\$389.38	\$404.95	\$421.15
New Hampshire National Government Package				\$1,150.00	\$1,207.50
Law360 Complete	\$371.00	\$385.84	\$401.27	\$417.32	\$434.02
CaseMap+	\$240.00	\$249.60	\$259.58	\$269.97	\$280.77
StateNet NH Legislation and Regulation	\$7,500 for 2 users and \$60 per additional user	\$7,500 for 2 users and \$60 per additional user	\$7,500 for 2 users and \$60 per additional user	\$7,500 for 2 users and \$60 per additional user	\$7,500 for 2 users and \$60 per additional user
Courtlink Minus Runner	\$96.00	\$99.84	\$103.83	\$107.99	\$112.31
CLE on Demand	\$96.00	\$99.84	\$103.83	\$107.99	\$112.31
Lexis+AI/Protege Ask & Summarize *				\$936.00	\$982.80
Lexis+AI/Protege Drafting **				\$624.00	\$655.20
Create+	\$144.00	\$149.76	\$155.75	\$161.98	\$168.46
Patron Access Terminals			Custom		

* Requires New Hampshire National Government Package

** Requires Lexis+AI/Protege Ask & Summarize

7. Amend Exhibit C, 1. Value Added Services: Add the following:

BALANCE OF PRODUCT LINE ITEMS

During the term of contract, the state may purchase other items in relation to Legal Research Services from the successful Contractor's Balance of Product Line that are not already incorporated into another statewide contract.

8. Amend Exhibit F, Contractor's Terms and Conditions: Change to the updated Terms and Conditions:

See Attachment: Exhibit F (Rev. March 2025)

9. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on September 26, 2022, shall remain in full force and effect.

Contractor Initials: Cg

Date: 03/05/2026

RELX INC. dba LEXISNEXIS


By: Cynthia Guerrero Digitally signed by Cynthia Guerrero
Date: 2026.03.05 10:09:11 -05'00'

Cynthia Guerrero
(Print Name)

Title: Contract Specialist

Date: 03/05/2026

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 4.29.26

OFFICE OF THE ATTORNEY GENERAL

By: Christen Lavers

Christen Lavers
(Print Name)

Title: Sr. Assistant Attorney General

Date: 5/12/26

The foregoing contract was approved by the
Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

Contractor Initials: cg

Date: 03/05/2026

Exhibit F (Rev. March 2025)



LEXIS+®/LEXIS+ AI™ SUBSCRIPTION AGREEMENT FOR STATE/LOCAL GOVERNMENT (NEW SUBSCRIBER VERSION)

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

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use _____ 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: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

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. 1 ID may be issued to support staff for each Government Professional User accounted for above.

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. Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the _____ product offering described below. The term of Subscriber's commitment for the _____ 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 for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, 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.



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION)**

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Content & Features		
Product	SKU Number	Number of Users

3.2 In exchange for access to the _____ 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 Some of the Online Services may allow Authorized Users to upload documents within the LN Online Services, known as the Vault ("Vault"). Subscriber may elect to disable the Vault for its Authorized Users by initialing below.

To have the Vault disabled for your Authorized Users, initial here _____

(Initial)

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____

(Initial)

3.5 Use of _____ under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to _____ 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



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
 AGREEMENT FOR STATE/LOCAL
 GOVERNMENT
 (NEW SUBSCRIBER VERSION)**

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 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 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:
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: Printed Name: _____ Job Title: _____ Date: _____



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION)**

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

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



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION)**

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: (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:	_____	_____	_____



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION)**

Super Admin: _____
Name Telephone
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



**LEXIS+® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
WITH LIBRARY PATRON ACCESS
(NEW SUBSCRIBER VERSION)**

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

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+™ 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: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification of Use of Lexis+ by Librarians/Library Staff

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization who will have access to Lexis+ is as set forth below. A "Government Professional User" is defined as a librarian or researcher who is employed by the Subscriber.

Number of Government Professional Users:	
---	--

2.2 Each LN ID is issued for the individual use of the Government Professional User to whom it is assigned. A Government Professional User may not (i) share their LN ID(s) or (ii) perform research for a library patron or any other individual using their LN ID(s).

2.3 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.

3. Use of Lexis+ by Library Patrons

3.1 In addition to use of Lexis+ by Subscriber's Government Professional Users, Subscriber's "Authorized Users" may also include Subscriber's library patrons who are accessing Lexis+ through the use of on-site library terminals (up to the specified number on Schedule I) at Subscriber's location(s) listed below (each a "Patron"). Non-Patrons of the library or any other persons who are not Government Professional Users are prohibited from receiving access to or use of Lexis+ under this Agreement. Remote access to Lexis+ (e.g., via dial-up or other remote connection) is strictly prohibited.

LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS

3.2 Subscriber acknowledges and agrees that each Patron may access Lexis+ only from a library terminal that includes an acceptance screen (as the same is provided by LN) which requires the Patron to accept the LexisNexis General Terms and Conditions of Use. Each Patron must activate an "I Accept" button following the terms and conditions before the Patron will be permitted to access Lexis+. If the Patron clicks on "Do Not Accept", "Cancel" or otherwise fails to click "I Accept", then the Patron will not have access to Lexis+.

3.3 Subscriber's contact and technical information for its library terminals is set forth in the attached Schedule I.

4. Lexis+ Product and Charges



**LEXIS+® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
WITH LIBRARY PATRON ACCESS
(NEW SUBSCRIBER VERSION)**

4.1 This Section 4 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ 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 4.2 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+ Content & Features for Use by Government Professional Users		
Product	SKU Number	Number of Users

Lexis+ Content & Features for Use by Library Patrons		
Product	SKU Number	Number of Users

4.2 In exchange for access to the Lexis+ Content, Feature and/or Service set forth in Section 4.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment

4.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
(Initial)

4.4 LN may temporarily suspend access to Lexis+ 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.

5. Closed Offer



**LEXIS+® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
WITH LIBRARY PATRON ACCESS
(NEW SUBSCRIBER VERSION)**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

6. Confidential Information

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.

7. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ 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.

8. Miscellaneous

This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ or by signing below.

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:
[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: _____



**LEXIS+® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
WITH LIBRARY PATRON ACCESS
(NEW SUBSCRIBER VERSION)**

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: (if applicable)		

Type of Organization:

Library: _____

Employer Identification Number: _____

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:	_____	_____	_____



**LEXIS+® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
WITH LIBRARY PATRON ACCESS
(NEW SUBSCRIBER VERSION)**

Super Admin: _____

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



**LEXIS+® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
WITH LIBRARY PATRON ACCESS
(NEW SUBSCRIBER VERSION)**

SCHEDULE I

LN requires accurate IP information from the library. The technical contact at the library will need to set up static IP addresses on the patron access machines. Remember, there is a **6 terminal limit** for Patron Access.

Information needed to set up Patron Access:

1. **Law Library Name:**

2. **Name of Technical Contact at Law Library**

3. **Phone Number, email and availability of Technical Contact at Library**

Number of terminals in contract: 1

Terminal 1 Static IP Address: _____	Terminal 4 Static IP Address: _____
Terminal 2 Static IP Address: _____	Terminal 5 Static IP Address: _____
Terminal 3 Static IP Address: _____	Terminal 6 Static IP Address: _____



**LEXISNEXIS
CASEMAP+/CASEMAP+ AI
AND/OR SANCTION ADDENDUM**

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

1. LEXISNEXIS ADDENDUM

This addendum for the CaseMap services and/or Sanction (the "Addendum") between LN and Subscriber is intended to amend and supplement the terms of the Subscription Agreement (the "Agreement") previously or simultaneously executed between the parties by adding to the Agreement the terms and conditions listed below. This addendum is coterminous with the Agreement. All capitalized terms used in the Addendum but not defined shall have their respective meanings in the Agreement.

2. SERVICE TERMS AND CONDITIONS

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

3. ELECTED PRODUCTS AND CHARGES

SANCTION

Sanction is invoiced annually and may have a different Committed Term than the Online Services or CaseMap Services. If Subscriber elects Sanction by checking the applicable box, Subscriber's annual commitment ("**Annual Commitment**") for access to and use of Sanction during the Committed Term shall be the amount set forth in the table below.

Per Seat Price	Number of Users	Committed Term	Annual Commitment

4. CUSTOMER SUPPORT

Assistance is available for all Subscribers, 9am to 7pm EST Monday-Friday by telephone toll-free at: 800-543-6862 Option 2, then Option 4; or by email: casemap.support@lexisnexis.com.

5. MISCELLANEOUS

5.1 Except as expressly modified in 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 the Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services, CaseMap Services, or Sanction.



**LEXISNEXIS
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5.3 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control with regard to access and use of the CaseMap Services and/or Sanction. 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.

**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:	
[ALL FIELDS BELOW MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

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

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

"Subscriber":	"LN": LexisNexis, a division of RELX Inc.
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This Lexis Create Addendum (the "**Addendum**") between LN and Subscriber is intended to revise the LN subscription agreement (the "**Agreement**") previously or simultaneously executed between the parties by adding to the Agreement the terms and conditions listed below. It is expressly understood by Subscriber that Lexis Create cannot be accessed unless the Subscriber has an existing subscription to Lexis®, Lexis+® or Lexis+ AI™. This Addendum therefore serves to supplement and is hereby appended to the Agreement to provide Lexis Create features and content.

LN and Subscriber agree to supplement the Agreement as follows:

1. TECHNICAL REQUIREMENTS

Lexis Create is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft® Word. In order to use Lexis Create, Subscriber must (a) have a paid-up license to the requisite Microsoft® Office software; and (b) meet the technical requirements specified on the Lexis Create download site (<https://appsource.microsoft.com/en-gb/product/office/WA200004714>) or the proper operation of the Software (collectively, the "System Requirements").

2. LICENSE

LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis Create. LN retains all right, title, and interest in and to Lexis Create, and any intellectual property embodied therein. All access to and use of LN content via Lexis Create shall be subject to the terms set forth in the Subscription Agreement.

3. INSTALLATION

In order to access Lexis Create, Lexis Create must be installed on Subscriber's system. LN does not perform any installation services and LN's proprietary technology which allows enrichment of Subscriber's content is not installed behind Subscriber's firewall. Subscriber will not receive any transfer of tangible personal property. All installations will be implemented through electronic retrieval by Subscriber of the software that is hosted on the Microsoft AppSource website. Subscriber will download the software at an individual desktop level by individual users or on a network level by an IT administrator. There are no installation charges and no separate integration services agreement.

4. FUNCTIONS

Subscriber acknowledges and agrees that, for certain functions, the Microsoft® Word documents ("Subscriber's Work") that it selects to be analyzed by Lexis Create will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber's Work will happen machine-to-machine, without human intervention. LN does not automatically save, or store Subscriber's Work unless an Authorized User utilizes Snippets.

5. SNIPPETS

Lexis Create contains a feature that allows Authorized Users to save Materials made available by LN and user generated content ("Snippets") that are associated solely with their respective LN IDs. Snippets shall be considered Folders, as defined in the LN General Terms and Conditions ("General Terms") and subject to the General Terms.

6. MISCELLANEOUS

Except as expressly revised in this Addendum, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Addendum and the Agreement, this Addendum will control.

LN's acceptance of this Addendum may be evidence by LN's fulfillment of this Addendum and the Agreement to which this Addendum supplements.

AGREED TO AND ACCEPTED BY:

Subscriber:	
	[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature:	
Name:	
Job Title:	
Date:	

Business Information

Business Details

Business Name: LEXISNEXIS	Business ID: 624352
Business Type: Trade Name	Business Status: Active
Expiration Date: 1/7/2030	Last Renewal Date: 7/24/2024
Business Creation Date: 01/07/2010	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 01/07/2010	
Principal Office Address: 313 Washington St. Suite 400, Newton, MA, 02458, USA	Mailing Address: 1105 North Market, Suite 501, Wilmington, DE, 19801, USA
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / publishing	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status
---------------	-------------	-----------------

Trade Name Owned By

Name	Title	Address
RELX Inc. (/online/BusinessInquire/TradeNameInformation? businessID=hgvtg4ov1Pg%3D)	Business	Good Standing

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

Filing History

Address History

View All Other Addresses

Businesses Linked to Registered Agent

Return to Search

Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us**

(<https://www.sos.nh.gov/contact-us-0>)

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State of New Hampshire

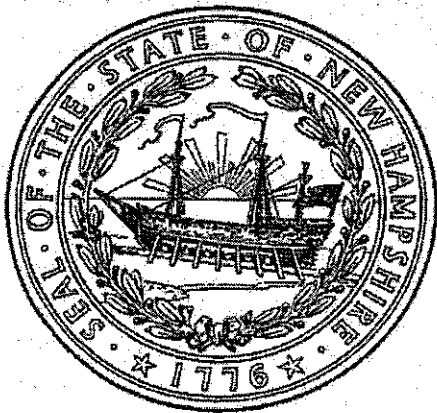
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RELX INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 26, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 141898

Certificate Number: 0007762237



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of January A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



Certificate of Authority

I, Kathleen Bishop, certify that I am Director and Senior Corporate Counsel for LexisNexis, a division of RELX, Inc., a corporation duly organized and in good standing; that Cynthia Guerrero has authority to execute legally binding customer contracts, addenda, and nondisclosure agreements on behalf of the corporation for government customers, and that such authority is in full force and effect on the date hereof and shall remain in effect throughout 2026.

Kathleen Bishop
1/23/2026

Kathleen Bishop

Director and Senior Corporate Counsel

LexisNexis Legal & Professional

9443 Springboro Pike

Miamisburg, OH 45342

Korinne Pace

1/23/2026



Korinne Pace
Notary Public, State of Ohio
My Commission Expires:
January 14, 2031



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : QBE Insurance Corporation		39217
INSURER B : Zurich American Ins. Co		16535
INSURER C : Various - See Acord 101		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** NYC-012448683-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIABILITY \$5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			176000772	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 Host Liquor Liab \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BAP 8376848 27	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductibles \$ 1,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			196000633	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 45,000,000 AGGREGATE \$ 45,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			WC 8376845 27	01/01/2026	01/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			B0509CYBLB2650078	01/01/2026	01/01/2027	Per Claim 10,000,000 Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Errors & Omissions/Professional Liability policy includes coverage for 3rd party liability arising out of Cyber-related events. Evidence of Coverage.

CERTIFICATE HOLDER LexisNexis a Division of RELX Inc. 9443 Springboro Pike Miamiburg, OH 45342	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <div style="text-align: right;"><i>Marsh USA LLC</i></div>



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED LexisNexis a division of RELX Inc. 9443 Springboro Pike Miamisburg, OH 45432	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability Continued:

Carrier Participation:
Lloyd's Syndicate No. 2623 (73.20%)
Lloyd's Syndicate No. 623 (26.80%)

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: September 6, 2022

CONTRACT FOR: Legal Research Services

CONTRACT #: 8003089

COMMODITY/NIGP CODE: 956*

CONTRACTOR: LexisNexis, a Division of RELX, Inc VENDOR CODE #: 177769

SUBMITTED FOR ACCEPTANCE BY:



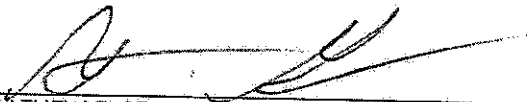
cn=Jeffrey A Haley, o=Div
Procurement Support Services,
ou=Bureau of Purchase and Property,
email=Jeffrey.A.Haley@das.nh.gov,
c=US
2022.09.06 11:10:00 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

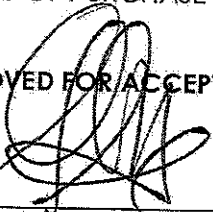
COLIN S. CAPELLE, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



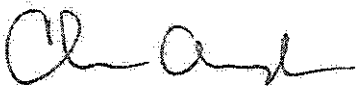
MATHEW T. STANTON, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9-22-22

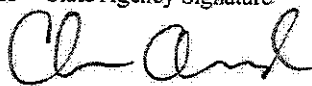
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name LexisNexis, a division of RELX, Inc. VC 177769		1.4 Contractor Address 313 Washington Street, Suite 400, Newton, MA 02458	
1.5 Contractor Phone Number 203-558-6834	1.6 Account Number Various	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$284,000.00
1.9 Contracting Officer for State Agency Jeff Haley		1.10 State Agency Telephone Number 603-271-2202	
1.11 Contractor Signature Roslan, Joshua (LNG-DAY) <small>Digitally signed by Roslan, Joshua (LNG-DAY) Date: 2022.08.30 16:55:55 -0400</small>		1.12 Name and Title of Contractor Signatory Josh Roslan Pricing Analyst	
1.13 State Agency Signature  Date: 9/26/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

Please modify the Form P-37 as indicated below

- Section 4 – After of the second sentence add, “The State shall pay for all Services rendered up to the date of termination.”
- Section 7.2 – delete in its entirety
- Sections 8.1.1 and 8.1.2 – delete in its entirety
- Section 9.1 – delete this section in its entirety
- Section 10.1 and 10.2 are deleted in their entirety
- Section 10.3 modified in its entirety to say:
 - 10.3 Notwithstanding anything to the contrary in this Agreement, including Exhibits containing the added Contractor terms and conditions, confidentiality of this Agreement and any information relating to this Agreement shall be governed by Right-to-Know laws, including NH RSA chapter 91-A. Any pricing information relative to this agreement shall be made public.
- Section 12.2 – add at the end, “The definition of Subcontractor shall specifically exclude Contractor’s third parties and affiliates that Contractor uses for the benefit of all customers who access the online services
- Section 13 – delete in its entirety and replaced with the following:
 - Notwithstanding anything to the contrary in this Agreement, including Exhibits containing the added Contractor terms and conditions, the State shall not indemnify, defend and hold harmless the Contractor.

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

LexisNexis, a division of RELX, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with LexisNexis in accordance with the Proposal submission in response to State Request for Proposal #2627-22 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2627-22
- f. EXHIBIT E Contractor's Proposal Response
- g. EXHIBIT F Law 360 User Agreement-Terms and Conditions of Use-Privacy Policy-Disclaimer, Lexis® For Microsoft Office® Addendum (Lexis/Lexis+) Agreement, LexisNexis Casemap Cloud™ and/or Sanction Agreement, Lexis+® Subscription Agreement for State/Local Government (New Subscriber Version)

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFP 2627-22," and (5) EXHIBIT E "Contractor's Proposal Response," (6) EXHIBIT G "Contractor's Terms and Conditions.

3. TERM OF CONTRACT

The term of the Contract shall commence upon approval of the Commissioner of the Department of Administrative Services through June 30, 2025, a period of approximately three (3) years.

The Contract may be extended for two (2) additional one (1) year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the Contract (including extensions) shall not exceed five (5) years.

4. SCOPE OF WORK

Contract shall provide a web based legal research solution.

Technical Requirements:

A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.

The hosting server for the State shall be available twenty-four (24) hours a day, seven (7) days a week except for during scheduled maintenance.

The Contractor shall give notification to the State five (5) business days prior to all changes/updates and provide the State with training due to the upgrades and changes.

The solution must be compatible with the following browsers:

- Microsoft Edge 14+
- Chrome 50+
- Firefox 35+
- Safari 10+
-

The solution must to work without any plug-ins or requiring JAVA to be installed, etc. The solution must be available in a mobile ready format (adapts to different browsers on desktops, tablets or smartphones).

The solution must comply with Title II of the Americans with Disabilities Act, and be consistent in design and navigation with Section 508 of the Rehabilitation Act of 1973.

Solution:

Lexis+

State agencies will access the newest research platform, Lexis+. The Lexis+ ecosystem delivers end-to-end results at every stage including Legal Research, Practical Guidance, Brief Analysis, and Litigation Analytics.

Features include:

Legal Research: Resolve issues quickly and confidently – search the most comprehensive collection of case law and editorial analysis, along with secondary sources and practical guidance, via a streamlined research experience designed to surface accurate results. Utilize New Search/Edit Search to refine and pivot your searches more efficiently.

- **Modern User Experience:** Leverage the most streamlined and intuitive visual display for unprecedented simplicity in legal search, strategy, and guidance.
- **Integration:** All-in-one Legal Research, Data-Driven Insights, and Practical Guidance – working all together now for the most efficient experience.

- **Lexis Answers:** Resolve legal questions and find citable authority without reading lengthy documents – search any natural language question and locate the answer directly within the document where the answer is found.
- **Data-Driven Insights:** Practice with confidence using relevant and accurate results, tailored to your needs, from the most comprehensive data available. Newly introduced Brief Analysis is exclusive to Lexis+, with data derived from case law and Shepard's. Lexis+ also include analytics and data visualization feature from Lexis, such as Ravel View, Judge Cards, Legislative Outlook, and more.
- **Data-Driven Guidance:** Formulate better case strategies and advise on risks and trends with first-of-its-kind analytics-enhanced practice resources.
- **Practical Guidance:** The complete collection of Lexis-Practice Advisor/Practical Guidance materials and tools. Work at maximum efficiency with ready-to-use practice notes, checklists, forms, drafting tools and insights from thousands of leading practitioners.
- **Legal News Hub:** A comprehensive source for continuously updated, high-quality legal news. Powered by Law360's industry-leading content, Legal News Hub delivers breaking legal news right from the Lexis+ Experience Dock.
- **Brief Analysis:** Build the strongest arguments and find relevant materials with targeted recommendations based on the citations and concepts in your document.
- **Shepard's:** The most comprehensive editorial analysis of case law, statutes, regulations, administrative decisions, and more.
- **Shepard's At Risk:** Cite the best authority for a point of law with unprecedented visibility into whether a case is at risk of being overruled or undermined.
- **Search Terms Maps:** Preview relevant resources faster by reviewing patterns and the largest concentration of your search terms – across all major content types – within the results list and in each full document.
- **Work Folders:** Use the transformed Work Folders, featuring a total redesign, and improved navigation, filtering, sorting, and sharing capabilities, to more easily access Annotations, Notes, and Highlights, search full text documents, and collaborate with colleagues and clients.
- **Code Compare:** Compare two versions of a statute section side-by-side to better understand the law, legislative intent and statutory changes over time.
- **Ravel View:** Leverage data visualizations to identify citing patterns and trends, find cases faster and determine which cases work together to support your strategy.
- **Search Term Maps:** Find relevant resources faster by reviewing search term patterns across all major content types, within the results list and in each full document.
- **Search Tree:** Understand why terms are missing from the results set so you can change your search strategy and select the requisite terms to refresh the results set.

- **Missing & Must Include:** View which terms are missing from a document in the results set without opening a document and rerun the search with your must-have terms.

WARRANTIES

SYSTEM:

The Contractor shall warrant that the System must operate to conform to the specifications, terms, and requirements of the contract and in the Agreements. (Vendor Agreements attached for reference.)

SOFTWARE:

The Contractor shall warrant that the any Contractor software provided is properly functioning, compliant with the requirements of the Contract and as set forth in the Agreements, and will operate in accordance with the specifications.

NON-INFRINGEMENT:

The Contractor shall warrant that it has the right and authority to make its online services and materials available to the State and its authorized users as authorized expressly by the Agreements.

VIRUSES; DESTRUCTIVE PROGRAMMING:

The Contractor shall warrant that the Software will use industry standard and up to date antimalware and antivirus tools to designed to prevent, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the specifications herein and in the Agreements.

ONGOING SOFTWARE MAINTENANCE AND SUPPORT LEVELS MAINTENANCE RELEASES:

The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation that are generally offered to its customers, at no additional cost.

Additional Requirements:

Neither the Contractor nor its employees or Sub-Contractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its Sub-Contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all Legal Research services strictly pursuant to, and in conformity with, the specifications described in State RFB #2627-22, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this Contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor Contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates e.g., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:
[https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55ghaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55ghaeqs45jpyq5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

6. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

7. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Legal Research services in complete compliance with the Terms and Conditions specified in Exhibit B for an amount up to and not to exceed \$284,400.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Description	Cost Per User Year 1	Cost Per User Year 2	Cost Per User Year 3	Cost Per User Extension Year 1	Cost Per User Extension Year 2
Lexis + Legal Research	\$576.00	\$600.00	\$624.00	\$647.00	\$673.00

3. VALUE ADDED SERVICES

Description	Cost Per User Year 1	Cost Per User Year 2	Cost Per User Year 3	Cost Per User Extension Year 1	Cost Per User Extension Year 2
New Hampshire Enhanced w/Full Federal	\$360.00	\$374.40	\$389.38	\$404.95	\$421.15
Law360 Platform	\$371.00	\$385.84	\$401.27	\$417.32	\$434.02
Law360 Enterprise	\$279.00	\$290.16	\$301.77	\$313.84	\$326.39
CaseMap Cloud	\$240.00	\$249.60	\$259.58	\$269.97	\$280.77
State Net NH Legislation and Regulation	\$7,500 for 2 users and \$60 per additional user	\$7,500 for 2 users and \$60 per additional user	\$7,500 for 2 users and \$60 per additional user	\$7,500 for 2 users and \$60 per additional user	\$7,500 for 2 users and \$60 per additional user
CourtLink	\$96.00	\$99.84	\$103.83	\$107.99	\$112.31
CLE on Demand	\$96.00	\$99.84	\$103.83	\$107.99	\$112.31

New Hampshire Enhanced with Full Federal

- New Hampshire state cases
- U.S. Supreme Court and First Circuit court cases
- New Hampshire Attorney General and other agency opinions
- New Hampshire Revised Statutes Annotated
- United States Code Service
- United States Public Laws
- New Hampshire Bill-Tracking Reports
- New Hampshire Constitution
- New Hampshire Full-Text Bills
- New Hampshire Advance Legislative Service
- New Hampshire Municipal Codes
- New Hampshire State & Federal Court Rules
- New Hampshire regulations
- New Hampshire regulation tracking
- New Hampshire Register
- Code of Federal Regulations
- Federal Register
- Congressional Bill Tracking Reports, Current Congress & Archived
- Congressional Full Text of Bills, Current Congress & Archived
- Shepard's Citations Service
- Core law reviews and journals

Law360

Law360 from LexisNexis is a legal industry standard for concise, journalistic legal news articles that readers need as quickly as possible. It's a subscription-based legal news service that averages about 200 breaking news articles each day across dozens of news sections. Coverage includes litigation, legislation and regulation, corporate transactions, judicial appointments, law firm partner moves, legal industry news and trends, and more. Users can customize their access and track specific issues or areas of interest.

CaseMap

CaseMap helps you to organize, visualize, and analyze all the details of your case, now in a modern and interactive user interface, and more collaborative, cloud-based capabilities.

State Net NH Legislation and Regulation

State Net is a regulatory and legislative tracking software that provides you with content you can trust to know what changes may lie ahead.

With State Net, be confident you are accessing best-in-class information, delivered to you in a timely, accurate, consistent format. Our legislative and regulatory information goes online quickly, while it is still fresh, so you can be proactive and forward thinking. From issue screening to topical analysis and dedicated customer support, the State Net team will support you every step of the way.

CourtLink

CourtLink is the industry's largest collection of dockets and documents. Over 210 million dockets and 63 million documents nationwide, plus more than 100,000 dockets added each week. No other vendor can match this coverage.

CLE On Demand

LexisNexis Online CLE Courts are available on-demand, are customized and include exclusive content:

- Hot topics
- Specific to your work setting
- Includes Specialty and Ethics credits
- Option to create courses exclusively for the Court

Interactive sessions are designed for a Web learning environment. The easy-to use eLearning platform does not require installation and has built-in help and customer support. Certificates are available immediately after course completions.

The tailored, on-demand curriculum provides a useful learning experience based on your continuing legal education needs:

- Tailored, relevant courses available on-demand

- Supplemented by live training by LexisNexis consultants
- Designed for on-demand audience (as opposed to "re-purposed" live training)
- Delivered through state-of-the-art learning management system
- Easy CLE Administration

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

5. PAYMENT

Payment method (ACH). **Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:** <https://www.nh.gov/treasury/state-vendors/index.htm>

EXHIBIT D

RFP #2627-22is incorporated herein.

Contractor Initials J.R.
Date 8-29-22

EXHIBIT E

Contractor's Proposal is incorporated herein.

EXHIBIT F



LEXIS+™ SUBSCRIPTION AGREEMENT FOR
STATE/LOCAL GOVERNMENT
(NEW SUBSCRIBER VERSION)

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

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+™ 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: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

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. 1 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+ Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ 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 for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, 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+ Content & Features		
Product	SKU Number	Number of Users

3.2 In exchange for access to the Lexis+ 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+ 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.

Contractor Initials J.R.
Date 8-29-22

Subscriber elects access to the Alternate Materials

(Initial)

3.4 Use of Lexis+ 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+ 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+ 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+ 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:

[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
<input type="checkbox"/>	Printed Name: <input type="checkbox"/>
Job Title:	
Date:	
Number of Professional Users:	

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:	Monthly	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:

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

CUSTOMER ID INFORMATION (Please type or print)

ID HOLDERS' NAMES (additional sheet attached)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS



**LEXIS FOR MICROSOFT® OFFICE LEXIS+™
EDITION ORDER**
(FEDERAL/STATE & LOCAL GOVERNMENT)

This Lexis for Microsoft Office –Lexis+ Edition (“Lexis for Microsoft Office”) Order (“Order”) amends and supplements the terms of the Lexis+™ Agreement (the “Agreement”), previously executed between LexisNexis, a division of RELX Inc. (“LN”) and _____ (“Subscriber”).

1. Term.

The term of this Order will begin on the day this Order is executed by Subscriber and will continue until the last Commitment Period set forth below (the “Term”). Notwithstanding the foregoing, this Order shall automatically terminate upon expiration of the Agreement. Although the Term of this Order will start upon execution, Subscriber will not have access to Lexis for Microsoft Office until the following conditions (collectively, the “Requirements”) are met: (a) Subscriber meets the Technical Requirements set forth in Section 2; and (b) Lexis for Microsoft Office is installed on Subscriber’s system via one of the installation processes set forth in Section 5.

2. Technical Requirements.

Lexis for Microsoft Office is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft Outlook and Microsoft Word. In order to use Lexis for Microsoft Office, Subscriber must (a) have a paid-up license to the requisite Microsoft Office software; and (b) meet the technical requirements specified on the Lexis for Microsoft Office download site (www.lexisnexis.com/download-lexis-office) for the proper operation of the Software (collectively, the “Technical Requirements”).

3. License.

3.1 LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis for Microsoft Office product indicated in Section 4 below subject to the terms of the Lexis for Microsoft Office End User License Agreement attached hereto as Exhibit A. LN retains all right, title, and interest in and to Lexis for Microsoft Office, and any intellectual property embodied therein. All access to and use of LN content via Lexis for Microsoft Office shall be subject to the terms set forth in the Subscription Agreement.

3.2 *For Contract Companion Software Subscribers Only.* Subscriber’s access to and use of the Contract Companion software available from Microsystems, a division of Freedom Solutions Group, LLC (“Microsystems”) through Lexis for Microsoft Office is conditioned upon (a) Subscriber having a valid subscription to Lexis for Microsoft by way of this Order; and (b) Subscriber’s acceptance of the Microsystems terms and conditions which are located at http://sites.microsystems.com/policies/eula_LMO and incorporated herein by reference (the “Contract Companion Terms”). Subscriber acknowledges and agrees that its use of the Contract Companion software is subject to the Contract Companion Terms and that the Contract Companion Terms form an independent agreement between Subscriber and Microsystems. Microsystems is a third party beneficiary of this Order.

4. Lexis for Microsoft Office Platform, Menus, Monthly Software Charges, Functionality Charges.

4.1 In exchange for Subscriber’s monthly payment to LN of the Lexis for Microsoft Office Monthly Software Charges amount set forth below, Subscriber will be provided with the Lexis for Microsoft Office features and content indicated below during the Commitment Period (“Your Subscribed Product”). Access to Lexis for Microsoft Office shall be limited to the number of Authorized Users set forth below.

<p>LEXIS FOR MICROSOFT OFFICE Optional Contract Companion software – Check if applicable (Offering 1511821)</p>

Contractor Initials J.R.
Date 8-29-22

"COMMITMENT PERIOD"	NUMBER OF AUTHORIZED USERS OF LEXIS FOR MICROSOFT OFFICE (Offering 1000352)	NUMBER OF AUTHORIZED USERS OF LEXIS FOR MICROSOFT OFFICE - WITH DOCUMENT TOOLS (Offering 1000761)	"TOTAL LEXIS FOR MICROSOFT OFFICE MONTHLY SOFTWARE CHARGE"	"TOTAL CONTRACT COMPANION MONTHLY SOFTWARE CHARGES"
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4.2 For purposes of this Order, the term "Authorized User" shall have the meaning set forth in the Agreement. LN will monitor the number of Authorized Users of Lexis for Microsoft Office. In the event that the average monthly users in any three month period exceeds the greater of 5 Authorized Users or 105% of the Authorized Users set forth above, LN may adjust the Lexis for Microsoft Office Commitment upon written notice to Subscriber effective as of the first day of the following month to reflect the current number of users. Additionally, Subscriber will certify in writing the then-current number of Authorized Users of Lexis for Microsoft Office at LN's request from time to time.

5. Installation.

In order to access Lexis for Microsoft Office, Lexis for Microsoft Office must be installed on Subscriber's system via one of the following installation methods: (Subscriber to check its election(s) below.)

Standard Implementation -

In a Standard Installation, LN does not perform any installation services and LN's proprietary technology which allows enrichment of Subscriber's content is not installed behind Subscriber's firewall. In a standard implementation installation, Subscriber will not receive any transfer of tangible personal property, nor will there be any electronic transfer or software to the Subscriber in an Individual Desktop Installation. All standard installations will be implemented through electronic retrieval by Subscriber of the software that is hosted by the LN website. Subscriber will download the software from the LN website at an individual desktop level by individual users or on a network level by an IT administrator. By electing this option, Subscriber acknowledges and agrees that the Microsoft Word documents and Microsoft Outlook emails ("Subscriber's Work") that it selects to be analyzed by Lexis for Microsoft Office will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber's Work will happen machine-to-machine, without human intervention (similar to a *lexis.com* search) and LN will not store, review, or retain Subscriber's Work beyond the time required for processing (i.e., LN will not store Subscriber's Work in any back up logs, server logs, etc.). There are no installation charges for this option and no separate integration services agreement.

In selecting this option, Subscriber must further define the method of deployment:

Individual Desktop Installation - Lexis for Microsoft Office will be downloaded from the LN website on an individual desktop basis

Subscriber Network Installation - Lexis for Microsoft Office is downloaded from the LN website and Subscriber distributes the Software to multiple desktops or on an organization-wide basis

Installation for existing Lexis® Search Advantage Subscriber –
If Subscriber currently subscribes to Lexis® Search Advantage, LN and Subscriber will execute a new Statement of Work to Subscriber's existing Lexis® Search Advantage Agreement to document the additional integration services that will be necessary to integrate Lexis for Microsoft Office and Lexis® Search Advantage within Subscriber's environment.

Custom Installation –
In a custom installation, LN performs professional services work beyond providing instructions and general guidance for downloading Lexis for Microsoft Office. Professional services rendered by LN may include, but are not limited to, writing custom code to install Lexis for Microsoft Office within Subscriber's environment, installation services at Subscriber's site in order to download and install software on individual desktops and across the enterprise automatically, or specific effort to install the Lexis for Microsoft Office server version within the client environment. The custom installation may include electronic transmissions of computer software and electronic data retrieval of computer software.

Custom installations may also include "load and leave" deliveries in which LN visits Subscriber's site, installs the software, then takes the physical medium away when finished. The nature of the services to be provided to Subscriber, the charges for the custom installation services, and the terms regarding the services will be documented in a Statement of Work issued against a separate Master Integration Services Agreement to be executed by the parties. A custom installation will not include the transfer of tangible personal property or transfer of title to the Software.

6. Miscellaneous.

6.1 In the event of any conflict between the terms of this Order and the attached Exhibit A, the terms of this Order shall control.

6.2 Except as expressly modified by this Order, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Order. In the event of a conflict or inconsistencies between the Agreement and this Order, this Order will control. The Agreement and this Order represent the entire agreement between the parties with respect to Lexis for Microsoft Office. All prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or in writing, concerning Lexis for Microsoft Office are superseded in their entirety by this Order.

LN's acceptance of the terms of this Order shall be evidenced by its signature below or by LN providing Subscriber access to Lexis for Microsoft Office.

AGREED TO AND ACCEPTED BY:

SUBSCRIBER

LexisNexis, a division of RELX Inc.

BY: _____ BY: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

a. Subject to the terms and conditions of this Lexis® for Microsoft® Office End User License Agreement (this "EULA"), LexisNexis, a division of RELX Inc. ("LN") grants you a personal, limited, nonexclusive, non-transferable license to access and use the Lexis® for Microsoft® Office software product (the "Software") set forth in the agreement between you and LN for access to the Software (the "Order"). Use of the Software is subject to the terms set forth in the Order including the number of Authorized Users and time period ("Term") set forth in the Order.

b. Restrictions and Prohibitions on Use. Except as expressly permitted by Section 1(a), or upon the express prior written consent of LN, you may not, nor permit others to: (1) copy, print, republish, display, transmit, distribute, sublicense, sell, rent, lease, loan, or otherwise make available in any form or by any means (including electronic media now existing or hereafter developed), all or any substantial portion of the Software; (2) provide anyone other than your Authorized Users access to the Software or any portions thereof; (3) use the Software to develop, or as a component of, an information storage or retrieval system, database, info-base, or similar information resource (in any media now existing or hereafter developed), including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (4) create compilations or derivative works of the Software; (5) make any portion of the Software available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future; (6) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Software; (7) remove, disable, or defeat any functionality of the Software; or (8) upload content in the Software (through the Notes feature or otherwise) that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Software that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information-Technology for Economic and Clinical Health Act of 2009 (HITECH).

c. Electronic Documents. Solely with respect to the electronic documents included with the Software (e.g., the electronic version of the user guide), you may only make as many copies as reasonably necessary for each Authorized User (either in hard copy or electronic form), provided that such copies shall be used only for your sole use and are not republished or distributed to any third party.

d. Third Party Materials. The use of some third-party materials included in the Software may be subject to other terms and conditions typically found in a separate software agreement or "Read Me" file located in or near such materials

2. COPYRIGHT. LN and its third party licensors and developers hold exclusive ownership of the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets incorporated in the Software's design and coding methodology. The Software is protected by United States and international copyright laws and international treaty provisions. This EULA does not grant you any ownership or intellectual property rights in the Software. Upon expiration of the Term, you will not have the right to continue using the Software and will promptly remove all copies of the Software from your systems.

3. REVERSE ENGINEERING. You agree that you will not, nor will you permit others to attempt to: (i) modify or translate the Software; (ii) decompile or disassemble the Software, (iii) create derivative works based on the Software; (iv) merge the Software with or into another product not approved for use by LN (excluding Microsoft Office); or (v) copy the Software except as expressly permitted by this EULA.

4. SOFTWARE SUPPORT.

4.1 As part of your subscription to the Software, LN will provide the following support and maintenance for the Software during the Term ("Support Services"):

(a) Product Support. LN will provide telephonic product support services for the Software 24x7x365 days.

(b) Software Problem Resolution. If you report to LN that the Software does not function according to the user-level documentation for the Software ("Software Problem") and otherwise comply with Section 5 YOUR RESPONSIBILITIES, LN will investigate the Software Problem within a reasonable time after receiving proper notice from you, and sufficient information to identify the problem. LN will work to correct the Software Problem(s) that can be verified based on the information provided by you utilizing a system that meets the system requirements for the Software. If the investigation confirms the existence of a Software Problem, LN will use reasonable efforts to correct the Software Problem which may include implementing a temporary work-around. If LN, in good faith, determines that the Software Problem results from an error in the applicable user-level documentation, LN may correct the Software Problem by correcting that documentation.

(c) Software Updates and Upgrades. LN has multiple different offerings of the Lexis for Microsoft software product (Lexis for Microsoft Office, Lexis for Microsoft Office – with Document Tools, etc.). The license granted herein is only to the Lexis for Microsoft Software product offering you have selected in the Order (for purposes of this Section 4.1(c) "Your Subscribed Product") and to the Updates and Upgrades released by LN to Your Subscribed Product. This license does not entitle you to have access or use of any other Lexis for Microsoft software product. In order to ensure the proper operation of Your Subscribed Product in accordance with its written documentation, LN will provide you with patches, bug fixes, corrections and minor enhancements ("Updates") during the Term. Updates will be provided free of charge as they become commercially available from LN. Your failure to promptly install Updates may result in the voiding of LN's warranty set forth in Section 6. LN will also provide you with feature or functionality enhancements to Your Subscribed Product (an "Upgrade") free of charge as such Upgrades become commercially available from LN. LN's distribution of Upgrades and/or Updates to you does not entitle you to use more copies of Your Subscribed Product than the number of Authorized Users for which you have a valid subscription. This license, including

the release of any Update or Upgrade to Your Subscriber Product, does not entitle you to have access to or use of any other Lexis for Microsoft software product. If you wish to subscribe to any other Lexis for Microsoft software product, you must execute an Order with LN which

contains the appropriate terms of use and charges for the applicable Lexis for Microsoft software product. Your use of an Upgrade or Update is licensed in accordance with the terms and conditions of this EULA.

4.2 LN is not obligated to provide Support Services for any Software (a) that has been provided to you free of charge, (b) that has been altered other than by LN or at LN's direction, (c) that is more than two versions out of date, or (d) that integrates with or is designed for any platform that LN or Microsoft no longer supports in the normal and ordinary course of its support lifecycle and/or release cycle. For example, LN is not obligated to support software designed to work with Microsoft platforms that fall outside of the period in which complimentary support services are available as part of the Microsoft license or licensing program; or requires extended support plans that may require additional charges.

4.3 LN retains the right to change or modify the Support Services offered herein at any time and from time to time upon thirty (30) days' written notice to you. In the event any such change materially and adversely affects the Support Services, you may terminate the Order and this EULA upon 10 days' written notice to LN.

5. YOUR RESPONSIBILITIES.

5.1 The Support Services do not include, and you must provide at your expense unless otherwise expressly agreed by you and LN in writing: (a) installation, testing, and operation of the Software and all Upgrade and/or Updates; (b) isolation and documentation of Software Problems; (c) intranet resources, backup and restoration of your systems; and (d) modems and Internet access for LN's remote access and diagnosis of Software Problems, when necessary.

5.2 LN is not responsible for products provided to you by third parties, whether or not LN recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet your requirements will not affect either party's obligations under this EULA.

6. LIMITED WARRANTY.

During the Term, LN warrants that the Software will operate substantially in accordance with the documentation provided, unless performance problems are the result of hardware failure, improper use, or modification by you or your agents or contractors or due to your failure to install all Updates. If the Software does not so operate, your exclusive remedy and LN's sole obligation under this warranty shall be, in LN's sole discretion, either to replace the Software, to provide you with a bug fix or patch, or to refund the purchase price paid for the current version of the Software. LN further warrants that Software Support will be performed in a professional manner, consistent with industry standards. EXCEPT AS SET FORTH ABOVE, LN DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE, UPGRADE OR UPDATE WILL MEET ANY PARTICULAR REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SOFTWARE, UPGRADE OR UPDATE (INCLUDING SOFTWARE WHICH LN CREATES OR MODIFIES FOR YOU) WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE, UPGRADE OR UPDATE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM, SYSTEM OR APPLICATION. PORTIONS OF THE SOFTWARE HAVE BEEN DEVELOPED BY MICROSOFT CORPORATION AND SUCH PORTIONS ARE PROVIDED "AS IS." ADDITIONALLY, IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. ALL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN APPLY TO LN'S SOFTWARE DEVELOPERS, SUBCONTRACTORS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND LN ARE COLLECTIVELY RESPONSIBLE.

7. FEES AND PAYMENT FOR SUBSCRIPTION.

7.1 Applicable fees and charges for the Software and the support services are set forth in your Lexis for Microsoft Office Order. Unless otherwise stated, the fees for the subscription do not include any taxes, such as sales, use, or excise taxes.

7.2 In the event LN sends you an invoice for the subscription, you shall pay LN the net amount of each invoice in United States dollars within 30 days after the date of the invoice. If you fail to pay any invoiced amount when due, LN may charge you interest on the unpaid balance from the date of the invoice until the date paid at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower. In the event you pay the fee for the subscription by credit card, LN will send you a receipt confirming the amount paid and date of expiration of the Term.

8. TERMINATION.

Upon termination of the Order, you will promptly cease all use of the Software and will return all copies of the Software and documentation to LN or, at the option of LN, certify to LN in writing, signed by an executive officer, that all copies of the Software and documentation have been destroyed. Termination of the Order will not be an exclusive remedy and all other remedies will be available to either party whether or not the Order is terminated. LN may terminate this EULA upon 90 days' notice to you in the event LN no longer provides Support Services for the Software. In the event of termination, LN will refund any prepaid but unused fees to you on a pro-rata basis.

NOTWITHSTANDING THE TERMS CONTAINED IN THIS EULA, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL LN, ITS PARENT, AFFILIATES, OR ANY OF ITS SOFTWARE DEVELOPERS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF LN HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES. UNDER LOCAL LAW, CERTAIN LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE. IN NO EVENT SHALL LN'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE SUBSCRIPTION PAID BY YOU FOR THE PRECEDING TERM.

9. LIMITATIONS OF LIABILITY.

NOTWITHSTANDING THE TERMS CONTAINED IN THIS EULA, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL LN, ITS PARENT, AFFILIATES, OR ANY OF ITS SOFTWARE DEVELOPERS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF LN HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES. UNDER LOCAL LAW, CERTAIN LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE. IN NO EVENT SHALL LN'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE SUBSCRIPTION PAID BY YOU FOR THE PRECEDING TERM.

10. UNITED STATES GOVERNMENT USE. The Software is Commercial Computer Software provided with RESTRICTED RIGHTS under the Federal Acquisition Regulations and agency supplements to them. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in System Data and Computer Software clause at DFAR 252.227-7013 et. seq. or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at DFAR 52.227-19, as applicable.

11. EXPORT RESTRICTIONS. You agree that you will not permit use of or export, directly or indirectly, re-export, divert or transfer the Software in violation of any applicable export control law or regulation, including without limitation, the U.S. Export Administration Regulations ("Export Controls").

12. MISCELLANEOUS.

12.1 LN (or its licensor, if applicable) retains sole title to and ownership of the Software and all components, all related information furnished to you under this EULA, and all related copyrights, trade secrets, and other intellectual property.

12.2 LN furnishes products and services to you under this EULA on a non-exclusive basis. LN may directly or indirectly furnish the same or similar products and services to other parties doing business within or outside the vertical, horizontal, or geographic markets in which you do business.

12.3 All notices required or permitted under this EULA shall be in writing and shall be delivered by any method providing sufficient proof of delivery, except that any notice other than a notice of default or notice of termination may be delivered by facsimile transmission if the original document is also promptly delivered to the recipient. Any notice shall be deemed to have been given on the date of receipt. Notices to LN shall be sent to the address listed above with a copy to LN, Attention: Customer Legal Services, 9443 Springboro Pike, Miamisburg, OH 45342. Notices to you shall be sent to the address LN has on record.

12.4 Each party shall submit requests for approvals, consents, and waivers to the other party in writing in a timely manner. No approval, consent, or waiver under this EULA shall be enforceable unless set forth in a writing signed by an authorized representative of the granting party. A waiver of a default of any term of this EULA shall not be construed as a waiver of any succeeding default of that term or as a waiver of the term itself. A party's performance after the other party's default shall not be construed as a waiver of that default. No approval, consent, or waiver shall be deemed to have been given by implication and neither party shall be liable for delays in responding to, failures to respond to, or denials of those requests.

12.5 Each term of this EULA is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is unenforceable under applicable law, that determination shall not affect the enforceability of the other terms of this EULA.

12.6 This EULA, together with the Lexis for Microsoft Office Order, constitutes the complete agreement between the parties concerning this subject, and supersedes all earlier oral and written communications between the parties with respect to this subject. In the event that you are required to accept any "click-through" license terms at the time of download of the Software or otherwise, the terms of such click-through shall control over any conflicting terms set forth in this EULA.

12.7 Neither party shall assign its rights or delegate its duties under this EULA without the prior written consent of the other party, except that LN may assign this EULA to an affiliate or to its successor by merger or to the transferee of substantially all of its stock or assets. Any assignee or delegatee shall be subject to the same obligations, restrictions, and limitations to which the assignor or delegator is subject, and no assignor or delegator shall be released from liability under this EULA by reason of any such assignment or delegation. This EULA shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.



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

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

1. LEXISNEXIS CASEMAP CLOUD™ AGREEMENT

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

2. TERM

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

3. ELECTED PRODUCTS AND CHARGES

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

CASEMAP CLOUD™

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

CASEMAP CLOUD™	
Product Description	Quantity
Check CaseMap Module Tier CaseMap Cloud Entry (10G) 1534844 CaseMap Cloud Main (100G) 1534846	
Committed Term	Monthly Commitment Amount

**SANCTION**

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

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

4. CUSTOMER SUPPORT

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

5. CLOSED OFFER

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before

6. CONFIDENTIAL INFORMATION

This Agreement contains confidential pricing information of LN. Subscriber's disclosure of the terms and conditions contained herein could cause competitive harm to LN and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 6 will survive the termination or expiration of this Agreement.

7. PRICING

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

8. MISCELLANEOUS

- 8.1 The captions, provision and paragraph headings, and titles used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions of this Agreement.
- 8.2 The terms of this Agreement cannot be changed orally or via electronic communications. The LN sales representative has no authority to make any changes to this Agreement or commit LN in any manner whatsoever in contradiction to the provisions expressly set forth in this Agreement.
- 8.3 Subscriber authorizes LN to check the credit history of Subscriber with bank and trade references and

business or consumer credit reporting agencies and further authorizes any such credit reporting agency to provide credit information about the Subscriber to LN. Subscriber acknowledges LN has the right to establish credit limits and terms, require deposits, advance payments, or to cancel this Agreement if Subscriber's credit history proves to be unsatisfactory in the sole, commercially reasonable discretion of LN. Notwithstanding any legally binding contractual obligation, the Subscriber's ability to pay obligations is governed by the budgetary appropriation process.

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

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

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	
[ALL FIELDS BELOW MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

SUBSCRIBER INFORMATION (Please type or print)	
Organization Name: (Full Legal Name)	
Physical Address	
Street Address:	
City:	
State:	
Zip:	
County:	
Telephone:	



LexisNexis[®]

Law360

User Agreement - Terms and Conditions of Use - Privacy Policy – Disclaimer

The use of www.Law360.com and all related and ancillary services and products (collectively, the “website” or “site”) is subject to the following terms and conditions. All of these may be changed or updated from time to time without notice by posting to <https://www.law360.com/terms>. Read this user agreement (“Agreement”) carefully before accessing the content on this website or any affiliated websites. By accessing this website, you are accepting and agreeing to, and are deemed to accept and agree to, the terms contained herein.

Terms and conditions below are current as of June 1, 2022. For the most recently updated version of these terms applicable to you, please visit <https://www.law360.com/terms>.

1. GENERAL RULES.

1.1. This Agreement is between Client (as defined below) and Portfolio Media, Inc. (“Portfolio Media”), publisher of Law360. This Agreement contains the terms and conditions for, and governs Client’s purchase and ongoing use of, certain of the news, media, data and related subscription services offered by Portfolio Media and subscribed to by Client (the “Services”), as indicated on Client’s Subscription Order Form (the “Subscription Form”) the terms of which are hereby fully incorporated herein and made a part hereof. By subscribing to or using the Services, Client agrees to abide by all of the terms and conditions of this Agreement, as it now exists and as may hereafter be amended. Without limiting the foregoing, the terms of this Agreement shall also govern, to the extent applicable, the use of any free daily e-mail newsletters signed up for, or subscribed to, by any Client, Authorized User or any free trial participant.

1.2. “Client” shall mean the individual or entity indicated on the Subscription Form on behalf of itself and all Authorized Users as such term is defined below. Client and Portfolio Media are sometimes referred to herein collectively as the “Parties” or individually as a “Party.” Without limiting the foregoing, the term “Client” shall also, as context requires, apply to any person that is accessing the publicly-available portions of the website or the Events Website (as defined below).

1.3. By accessing or using the Services, Client represents that Client is authorized to access and/or use the Services, and that the only individuals within Client’s organization accessing the Services are authorized and permitted to do so (each an “Authorized User”). Client and each Authorized User agrees to abide and be bound by all of the terms and conditions herein.

1.4. Client may not access or otherwise use the Services if Client is identified on, and Client may not provide access to the Services to any individuals identified on, (1) OFAC’s list of Specially Designated Nationals (“SDN

List”), (2) the UK’s HM Treasury’s Consolidated List of Sanctions Targets, (3) the EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (4) any other applicable sanctions lists, or (5) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (1) through (4).

2. LAW360 CONTENT.

2.1. **Scope of Services.** The Services within the scope of this Agreement include only access to those Services indicated on the “Service Plan(s)” section of the Subscription Form and are provided subject to the terms of this Agreement. Certain other Law360 products and services may not be within the scope of this Agreement and may be governed by separate agreements and terms of service.

2.2. **Scope of Use.** The Services and their contents are intended for Client’s personal, internal business, noncommercial, informational and/or educational use and may not be used for any other purposes, including Mass Distribution (as defined below).

2.3. **Property of Portfolio Media.** Except as explicitly provided in this Agreement, nothing herein shall be construed as granting or conferring on Client or any Authorized User any license or right, by implication, estoppel or otherwise, under any law (whether common law or statutory), rule or regulation, including, without limitation, those related to copyright or other intellectual property rights. Client acknowledges and agrees that title, ownership and all rights (including intellectual property rights) in and to the content of, and materials published on, the Services are and shall remain the property of Portfolio Media (or such other third party that may have granted Portfolio Media rights in such content).

2.4. Trademarks; Copyrights; Other Intellectual Property.

2.4.1. Law360 is a registered trademark of Portfolio Media. All of Portfolio Media’s trademarks, service marks, and trade names, and the goodwill associated therewith shall remain the sole and exclusive property of Portfolio Media and, except as otherwise explicitly provided in this Agreement, may not be used, by Client without the express prior written consent of Portfolio Media.

2.4.2. All Services published and distributed by Portfolio Media are protected by copyright pursuant to U.S. and international copyright laws. Except as explicitly provided in this Agreement or with the express prior written consent of Portfolio Media (which may be granted or withheld in Portfolio Media’s sole and absolute discretion), Client may not modify, publish, republish, transmit, retransmit, reproduce, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit or otherwise use, any of the content of the Services, including any images contained in the content of the Services (which, for the avoidance of doubt, may not be downloaded as stand-alone files), software or other computer-readable or computer-executable code, in whole or in part (collectively, the “Use Restrictions”). To the extent any action or usage constituting a violation of the Use Restrictions is otherwise explicitly permitted or authorized pursuant to this Agreement, such authorization is not intended to and shall not vest in Client any ownership interests or other rights of any kind beyond those expressly granted herein. Unauthorized use of the Services, including usage of the Services in violation of the Use Restrictions,

shall be a material breach of this Agreement and may subject Client to legal action. Client agrees to abide by any and all additional copyright notices or restrictions contained in any content accessed via the Services.

Digital Millennium Copyright Act ('DMCA') Notice. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If a Client or Authorized User has a good faith belief that materials hosted by the Portfolio Media infringe their copyright, they (or their agent) may send Portfolio Media a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed upon; (b) identification of the copyrighted work claimed to have been infringed upon (or if multiple copyrighted works located on the site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Portfolio Media to locate the material on the site; (d) the name, address, telephone number, and e-mail address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If a Client or Authorized User believes in good faith that a notice of copyright infringement has been wrongly filed against them, the DMCA permits such person to send Portfolio Media a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov> for details. Notices and counter-notices with respect to the Website should be sent to Portfolio Media, Inc., Attn: General Counsel, 111 West 19th Street, 5th floor, New York, NY 10011, (tel) (646) 783-7100, (fax) (646) 783-7161. Portfolio Media suggests that users consult their legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. It is Portfolio Media's policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

2.5. Guest Columns and User-Generated Content. Certain aspects of the Services may include access to guest columns or other user-generated content, including, without limitation, the "Expert Analysis" sections on the website (collectively, "User Content"). Client understands and agrees that User Content may include information, views, opinions, and recommendations of third parties unrelated to, and unaffiliated with, Portfolio Media and that such User Content is provided without any endorsement, recommendation or representation or warranty from or by Portfolio Media and is made available solely for educational and/or informational, noncommercial purposes. Without limiting the foregoing, Portfolio Media is not responsible for the accuracy or legitimacy of such User Content and shall have no liability whatsoever to Client with respect thereto. Client shall be responsible for, and shall hold Portfolio Media harmless from, any use of User Content. Client further agrees that it shall be Client's sole responsibility to verify and/or confirm any information contained in the User Content prior to relying on it, in connection with which Client assumes all risk. Portfolio Media reserves the right to remove or modify User Content without notice to Client.

User Comments. The Services may be presented in such a way as to permit visitors to the website or users of the Services, who may be unaffiliated with Portfolio Media, to post or publish comments ("Comments") with

respect to certain published content. Client understands and agrees that with respect to any Comments, Portfolio Media and the Services act merely as a passive conduit for any and all communication and/or distribution of information, and Portfolio Media does not control the Comments. Portfolio Media cannot and will not evaluate, and shall not be responsible for, the accuracy, reliability, completeness, veracity or suitability of any Comments or for verifying the identity of anyone posting a Comment. While Portfolio Media will endeavor to monitor Comments on the Services and flag and/or remove Comments which Portfolio Media finds unsuitable (as determined in its sole and absolute discretion) Portfolio Media shall be under no obligation to do so and shall have no liability to any party for failure to monitor or remove any Comments or User Content. Prior to being granted access to post Comments, individuals may be required to input or provide certain data or information, including (without limitation) their name and/or email address which may be displayed in connection with their Comment; Portfolio Media reserves the right to impose any additional restrictions or requirements with respect to Comments in its sole discretion.

2.6. Third-Party Websites. Certain aspects of, or links contained on, the Services may link to websites or services operated by parties other than, and unaffiliated with, Portfolio Media. Such links are provided for Client's convenience only. Portfolio Media does not control such third-party websites and is not responsible for any content thereon, including with respect to any comments posted on such third-party websites. Portfolio Media's inclusion of links to such third-party websites does not amount to or imply any endorsement or warranty of the material on such sites or any association with their owners or operators. Client agrees that Portfolio Media is not responsible for any such third-party websites and services or any content thereon and agrees to hold Portfolio Media harmless from any and all claims or liability arising from Client's use of such third-party websites or services. Any concerns or questions related to third-party websites should be directed to the webmaster or other appropriate contact person for such third party.

3. SUBSCRIPTION AND PAYMENT TERMS; TERMINATION.

3.1. Subscription Form. The terms and conditions of this Agreement are expressly incorporated into and made a part of each of Client's Subscription Form(s) which set forth payment terms, the Subscription Fee and a description of the Services to which Client has subscribed. Client hereby agrees to pay the Subscription Fee for the Services as invoiced after receipt by Portfolio Media of a signed Subscription Form, failure of which shall be a breach of this Agreement that may result in suspension or termination of Client's access to Services. The Subscription Fee is non-refundable.

3.1.1. Purchase Orders. If Client issues a purchase order or other similar document relating to payment for Client's subscription to the Services, Client agrees that such purchase order or other similar document, and any terms related to registration on Client's procurement site for purposes thereof, shall be for Client's internal purposes, (i.e., administrative convenience) only and shall not modify or affect any of the terms or conditions of the Agreement between Client and Portfolio Media relating to the Services.

3.2. Breach. Client's breach of any obligations under this Agreement may result in immediate termination of this Agreement and immediate suspension or termination of Client's access to the Services; provided that with respect to any non-monetary, curable breach, Portfolio Media will use commercially reasonable efforts to notify Client of, and grant Client the opportunity to cure such breach, although it shall be under no

obligation to do so. In the event of such breach, Client shall remain liable for, and Portfolio Media shall not be obligated to refund or credit, any fees incurred for the full contract term as set forth in the Subscription Form. Without limiting the foregoing, Client acknowledges and agrees that any action in violation of the Use Restrictions shall be an incurable breach of this Agreement.

Limited Rights after Termination. In the event of termination of this Agreement for any reason other than a violation of the Use Restrictions, Client may retain for its personal, noncommercial use, any materials or content of the Services that have already been delivered; provided, however, that Client agrees to be bound by the restrictions on distribution and dissemination of the content of the Services provided herein (including, without limitation, the Use Restrictions) even after termination of the term set forth in the Subscription Form. In the event of a termination resulting from a breach of the Use Restrictions, Client shall promptly return to Portfolio Media, or destroy (and provide Portfolio Media with a certification of destruction in compliance with this Section 3.3 by an officer or authorized person of Client) any and all materials or content of the Services in Client's possession or control within thirty (30) days of such breach.

3.3. Rights Regarding Section Reorganization and Website Reconfiguration. Client agrees and acknowledges that Portfolio Media reserves the right, in its sole and absolute discretion, to amend, alter, reorganize, reconfigure or otherwise change the interface, sections (and names of sections) and banners of legal news and data on the site (any such change, a "Section Reorganization"), provided that any such Section Reorganization shall not materially degrade the Client's access to information or services that are substantially similar to the Services for which Client subscribed pursuant to the Subscription Form.

4. ACCESS AND AVAILABILITY OF SERVICES.

4.1. Limited Right to Use, Save, and Distribute.

4.1.1. Except as provided herein, Client shall not use, save or distribute the content of the Services without the express prior written consent of Portfolio Media.

4.1.2. Client agrees not to grant access to the Services to any person other than an Authorized User and to safeguard and, to the extent provided, maintain the confidentiality of its username and password. Client is responsible for ensuring compliance with the foregoing by each Authorized User in Client's organization. Client shall have a limited right to save the content of the Services for its personal, internal business or other noncommercial use. Client shall have, subject to Section 4.1.3. (Mass Distribution), a limited right to distribute the content of the Services to business associates, clients, and prospective clients or their respective representatives, agents, or assigns provided that Client has a reasonable basis to believe that such selective distribution may be useful or helpful to the recipient for a particular purpose. The foregoing limited right to distribute is limited to personal communications to clients, such as email or letters, and does not include the right to engage in any Mass Distribution (as defined below). Any other distribution of the content of the Services is prohibited without the express prior written consent of Portfolio Media.

4.1.3. Mass Distribution. Client shall not engage in any Mass Distribution (as defined below) without the

express prior written consent of Portfolio Media. Without limitation to any and all other remedies available to Portfolio Media (which are hereby expressly reserved), unauthorized Mass Distribution by Client shall be immediate grounds for suspension of Client's account and/or termination of Client's access to the Services. As used herein, 'Mass Distribution' means (i) the use, publication or inclusion of any content or materials (in whole or in part) obtained through use of the Services in (x) any press releases, blog postings, newsletters, articles, bulletin boards, or any other publicly accessible publications or (y) any communication by any Authorized User of Client (including, without limitation, via email or facsimile) containing specific content of the Services that is addressed to more than ten (10) individuals that are not Authorized Users (e.g., the simultaneous transmission of any article or other content of the Services to more than 10 recipients by any one Authorized User); (ii) setting up, creating, configuring or automating any email (or other) alert functionality of the Services on behalf of any non-Authorized User or utilizing email auto-forwarding or any similar email filter or functionality to distribute the content of any Services (including alerts) to any non-Authorized User, (iii) utilizing, configuring or distributing any of the content (in whole or in part) of the Services for marketing and/or promotional purposes or otherwise establishing or allowing establishment of the Services as a service bureau for any third party or non-Authorized User (iv) otherwise using or configuring the Services in any manner that (x) replicates, or seeks to replicate, in whole or in part, the Services on behalf of or for the benefit of any non-Authorized User or (y) undermines the ability of Portfolio Media, as determined in its sole and absolute discretion, to market or sell any of its services, including the Services, to any third party. Without limiting the foregoing, if Client, or any Authorized User of Client, desires to transmit a particular item or story contained in the Services to more than ten (10) individuals outside of Client's organization, Client must purchase a Law360 Reprint Package. More information about Law360 Reprint Packages can be found here.

4.1.4. Any content otherwise permitted to be distributed pursuant to Section 4.1 must not be altered, abbreviated, or edited in any fashion without the prior express written consent of Portfolio Media; provided that, subject to the restrictions on Mass Distribution contained herein, Client shall have the limited right to use or excerpt brief quotations from such content so long as all such content is properly attributed to Portfolio Media and any other copyright owner identified in the content. All content of the Services permitted to be distributed by this Agreement must be clearly marked as originating from Portfolio Media and must preserve all original copyright and other notices contained thereon. Any copyright notice appended by Client to distributed content of the Services should be in a form substantially similar to the following: "Copyright [Current Year] Portfolio Media, Inc. Content may not be shared, reproduced, modified, published, distributed, or otherwise recreated in any fashion without the express prior written consent of Portfolio Media, Inc. For inquiries about this article, please contact customerservice@law360.com."

4.1.5. The provisions of Section 4.1 shall survive the termination, cancellation, or expiration of the term set forth in the Subscription Form.

4.2. Unlawful Use Prohibited. Client agrees not to use the Services for any unlawful purpose. Portfolio Media reserves the right to terminate Client's access to the Services if Client's use of the Services violates or, in Portfolio Media's sole and absolute discretion, is likely to violate, any laws, regulations, or rulings, infringes upon another person's rights, or violates the terms of this Agreement.

4.3. Sole Responsibility. Client shall be solely liable for any damages resulting from any infringement of

copyrights, trademarks, proprietary rights, or any other claims, damages or liability arising from or in connection with Client's distribution or dissemination of any portion or content of the Services and agrees to hold harmless and indemnify Portfolio Media with respect thereto.

Technical Requirements. Client acknowledges and agrees that all features and content of the Services are subject to availability of a suitable or adequate internet connection, valid email account, computer equipment, and sufficiently available bandwidth at the time of Client's attempted use or access. Client shall be solely responsible for procuring the necessary computer equipment and internet connection required for accessing and using the Services. Client shall hold Portfolio Media harmless from any failure or inability to access the Services resulting from Client's failure to procure any such necessary equipment or services.

4.4. Publication Holidays. Client acknowledges and agrees that Portfolio Media may, in its sole discretion, opt to not publish or otherwise make available the Services, either in whole or in part, on any United States holiday or on any court holiday. Portfolio Media may, in its sole discretion, determine to change, add, or remove publication holidays hereunder.

4.5. Downtime; Service Outages or Unavailability. Client agrees and acknowledges that the Services may be interrupted or unavailable during Downtime (as defined below). Portfolio Media shall use commercially reasonable efforts to restore Services after any interruption caused by Downtime. Portfolio Media shall not be liable for, and Client agrees to hold Portfolio Media harmless from, any service interruption or unavailability of the Services as a result of Downtime, events beyond the reasonable control of Portfolio Media (including any Force Majeure Event), anticipated or scheduled maintenance of the Services or website, the publication holidays identified in Section 4.5 above or otherwise. Without limiting the foregoing, Portfolio Media shall not be responsible for (i) delivering or otherwise providing access to any Services that were published during Downtime or otherwise retroactively restoring, or reimbursing Client for, any content published during such Downtime (whether or not such content is subsequently available on the Services after such Downtime) or (ii) any interruption to the Services caused by Client or Client's service provider(s) or other vendor(s) providing services to Client, for which Client assumes all liability and responsibility. For purposes of this Agreement, "Downtime" shall mean a malfunction in a core component of the Services, the loss of a material function of the Services, or any other action that prevents Client's access to or use of the Services, which malfunction or loss was caused solely by a failure of the Services or Portfolio Media's computer or server equipment controlling the same.

5. REGISTRATION, SECURITY, AND PRIVACY.

5.1. As part of the registration process, Client will be required to provide Portfolio Media with certain registration information, all of which must be accurate and updated, and which may include, without limitation, an authorized contact person's name; business address; business phone number; facsimile number; e-mail address; etc.

5.2. Portfolio Media is committed to protecting its clients' privacy. Portfolio Media uses the information it collects about clients to enhance the quality of the services that it provides. Technologies are rapidly changing as are the services that Portfolio Media offers. Therefore, these policies are subject to change. By

using the Services, Client consents to the collection and use of this information by Portfolio Media. Sometimes, Portfolio Media may request that Client verify the information collected, either by sending Client an e-mail to check an online database or by mail, facsimile or telephone. Portfolio Media does not sell, trade, or rent its subscribers' personal information to others. Portfolio Media may provide aggregate statistics about its customers, sales, traffic patterns, and related site information to others, but these statistics will include no personally identifying information. Notwithstanding the foregoing, Portfolio Media may release account information when it believes, in good faith, that such release is reasonably necessary to (i) comply with law, (ii) enforce or apply the terms of any user agreements or (iii) protect the rights, property or safety of Portfolio Media, its users, or others. Click here to view our privacy policy.

5.3. Client hereby agrees to maintain as confidential and not disclose any username or password to any person not within the scope of Client's subscription for Services, subject to the terms of this Agreement and as indicated on Client's Subscription Form. Portfolio Media may change Client's password at any time, provided that Portfolio Media shall provide Client with written notice of such change prior to, or as soon as reasonably practicable after, such change.

5.4. Client agrees and acknowledges that under certain circumstances, Portfolio Media may store Client's IP address(es) or other information transmitted by Client's computer(s) or network as are reasonably necessary for Portfolio Media to identify Client and provide access to Services.

5.5. Client assumes full and total responsibility for all usage or activity on Client's account, including use of Client's account by any third party, whether or not authorized by Client, and agrees to indemnify and hold Portfolio Media harmless from any claims arising from or as a result of such usage. Client shall immediately notify Portfolio Media of any known or suspected unauthorized use of Client's account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of Client's account information and agrees to fully cooperate with Portfolio Media in good faith and as reasonably required to remedy such security breach.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Client agrees that it shall take any other means reasonably necessary to ensure compliance with this Agreement by any and all employees or authorized users of the Services.

6.2. CLIENT AGREES THAT THE USE OF AND ACCESS TO THE SERVICES IS STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND PORTFOLIO MEDIA SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, WITH RESPECT TO THE OPERATION OF THIS WEBSITE, THE CONTENT OR INFORMATION CONTAINED THEREIN, OR THE SERVICES. NO WARRANTY OF ANY KIND IS IMPLIED REGARDING REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY PORTFOLIO MEDIA. PORTFOLIO MEDIA MAKES EVERY REASONABLE EFFORT TO ASSURE THAT ALL INFORMATION PUBLISHED BY IT IS CORRECT; HOWEVER,

PORTFOLIO MEDIA DISCLAIMS ANY LIABILITY FOR ERRORS IN THE SERVICES. AS A SUBSCRIBER, CLIENT ASSUMES THE RISK OF POSSIBLE ERRORS CONTAINED IN THE SERVICES. CLIENT AGREES TO INDEPENDENTLY VERIFY ANY INFORMATION IT INTENDS TO RELY UPON, AND, IF REASONABLY NECESSARY, CLIENT SHOULD SEEK THE ASSISTANCE OF AN ATTORNEY IN DOING SO. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY AND IN NO EVENT SHALL PORTFOLIO MEDIA AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUCCESSORS, AND ASSIGNS ("THE PORTFOLIO MEDIA PARTIES") BE LIABLE, JOINTLY OR SEVERALLY, TO CLIENT OR ANY OTHER PERSON AS A RESULT OF CLIENT'S ACCESS OR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SAVINGS, AND LOST REVENUES, OR OTHER PECUNIARY LOSS (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PORTFOLIO MEDIA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE

FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PORTFOLIO MEDIA PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL PORTFOLIO MEDIA BE LIABLE FOR ANY CLAIM, LOSS, COST, EXPENSE, OR DAMAGE WHATSOEVER TO CLIENT OR ANY THIRD PARTY IN AN AMOUNT EXCEEDING THE SUM OF THE SUBSCRIPTION FEES ACTUALLY PAID UNDER THIS AGREEMENT DURING THE TWELVE- MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH PORTFOLIO MEDIA IS NOTIFIED OF SUCH CLAIM IN WRITING.

7. MISCELLANEOUS.

7.1. No Legal Advice. None of the Services provided by Portfolio Media are, nor are intended to be, legal, accounting or other professional advice or a substitute for advice of an attorney, accountant or any other professional. Client agrees and acknowledges that the content of the Services is intended only as news and general legal information and is not intended to be, and should not be relied upon as, legal advice. Portfolio Media shall not be liable, and shall be held harmless, for any errors or omissions in the Services, and Client assumes all risks and liabilities in relying on the Services, contributing to a third party's reliance on the Services, or inducing a third party to rely upon the Services. All content of the Services should be independently verified by Client. If legal advice or other expert assistance is required, Client will obtain the services of a competent, professional person, and will not rely on information provided on the Services as a substitute for such advice or assistance. No attorney-client relationship exists or shall be deemed to exist between Client (or any Authorized User) and Portfolio Media.

7.2. Governing Law and Venue. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. Any action or proceeding between Client and Portfolio Media relating to or arising out of this Agreement or use of the Services shall be commenced and maintained exclusively in the state or federal courts in the State of New York, and Client hereby consents to the exclusive jurisdiction and venue of any state or federal court in the State of New York.

7.3. Waiver of Jury Trial. THE PARTIES HERETO, ON BEHALF OF THEMSELVES AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AGREE THAT ANY SUIT, ACTION, DISPUTE OR PROCEEDING, WHETHER BY CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST ANY PARTY HERETO OR ANY HEIR, EXECUTOR, ADMINISTRATOR, SUCCESSOR OR ASSIGN OF ANY PARTY HERETO, ARISING OUT OF, CONCERNING OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF THE SERVICES, OR ANY FACTS OR CIRCUMSTANCES IN WHICH THIS AGREEMENT OR SERVICES IS INVOLVED IN ANY WAY, SHALL BE TRIED WITHOUT A JURY. EACH PARTY HEREBY KNOWINGLY, EXPRESSLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY SUCH SUIT, ACTION, DISPUTE OR PROCEEDING, TO THE FULLEST EXTENT PERMITTED BY LAW.

7.4. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective permitted successors or assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

7.5. No Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent; provided, however, that either party may assign this Agreement to a successor in interest in the event of a reorganization, merger, consolidation or sale of all or substantially all of its assets or stock. Any assignment in violation of this section is null and void, ab initio.

7.6. Severability. If any provision of this Agreement is declared void or unenforceable by any court of competent jurisdiction in a final, non-appealable order or judgment, then all remaining provisions of this Agreement shall remain in full force and effect unless otherwise agreed to in writing by the Parties.

7.7. Waiver; Remedies Cumulative. The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by Portfolio Media in exercising any right, power, or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege or any future exercise thereof, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power or privilege, or the exercise (or future exercise) of any other right, power, or privilege.

7.8. Headings. Headings or titles to sections or subsections in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any part hereof.

7.9. Compliance with Laws. Client shall ensure that any activities undertaken by Client (or by any Authorized User) pursuant to this Agreement and any use of or access to the Services shall comply with all laws, rules, and regulations of the United States and other applicable jurisdictions, as such may be amended and in effect from time to time. Without limiting the foregoing, Client recognizes the global nature of the Internet, and further agrees to comply with all local rules regarding online conduct and acceptable content. Specifically, Client agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client may reside or access the Services.

7.10. Notices. Subject to Section 7.11, all notices, consents, communications, and transmittals under this Agreement shall be in writing and shall be deemed received on the day of delivery if delivered by hand, by nationally recognized overnight courier or delivery service, or by facsimile (with written confirmation of the completed transmittal); or within three (3) business days if mailed by United States mail as certified or registered mail with return receipt, postage prepaid, addressed to the party to whom such notice is given at the address of such party stated in the Subscription Form.

7.11. Consent to Communication. Client agrees that Portfolio Media reserves the right to send electronic or paper mail to Client for the purpose of informing Client of changes or additions to the Services or this Agreement. Client further agrees that from time to time Portfolio Media may contact Client via electronic or paper mail for the purpose of soliciting feedback or participation in user surveys relating to the Services. Any information obtained from Client will not be shared with any third parties except in aggregate form, in which case Client will not be identified in any manner as a respondent. Client shall have no obligation to participate in or respond to any such survey.

7.12. Force Majeure. Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, explosion, fire, flood, unusually severe or abnormal weather, embargo, catastrophe, sabotage, utility or transmission failures, strikes, lockouts or other labor difficulties, governmental actions, prohibitions or regulations, voluntary or involuntary compliance with any law or request of any governmental authority, national emergencies, insurrections, riots, wars or other civil disturbances, acts of terrorism, viruses or network outages, which did not result from the acts or omissions of such Party, its employees or agents ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

7.13. Entire Agreement. This Agreement, together, if applicable, with Client's Subscription Form, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, and understandings of the Parties, whether written or oral. There are no representations, promises, warranties, covenants, or undertakings other than those contained in this Agreement or the Subscription Form.

Certificate of Authority

I, Kathleen Bishop, certify that I am Corporate Counsel for LexisNexis, a division of RELX, Inc., a corporation duly organized and in good standing; that Joshua Rosian has authority to execute legally binding customer contracts, addenda and nondisclosure agreements on behalf of the corporation for State and local government entities; and that such authority is in full force and effect on the date hereof.

By: Kathleen Bishop

Kathleen Bishop, Corporate Counsel

On this 1st day of September, 2022, before me personally appeared Kathleen Bishop, whose signature appears above.

Tina Jackson
Notary Public

TINA JACKSON
Notary Public - State of Michigan
County of Wexford
My Commission Expires Jun 24, 2026
Acting in the County of OSHTON TRAVERSE

Business Information

Business Details

Business Name: LEXISNEXIS	Business ID: 624352
Business Type: Trade Name	Business Status: Active
Expiration Date: 1/7/2025	Last Renewal Date: 8/5/2019
Business Creation Date: 01/07/2010	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 01/07/2010	
Principal Office Address: 313 Washington St. Suite 400, Newton, MA, 02458, USA	Mailing Address: 1105 North Market, Suite 501, Wilmington, DE, 19801, USA
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / publishing	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status
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Trade Name Owned By

Name	Title	Address
RELX Inc. (/online/BusinessInquire/TradeNameInformation? businessID=40714)	Business	Good Standing

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

State of New Hampshire

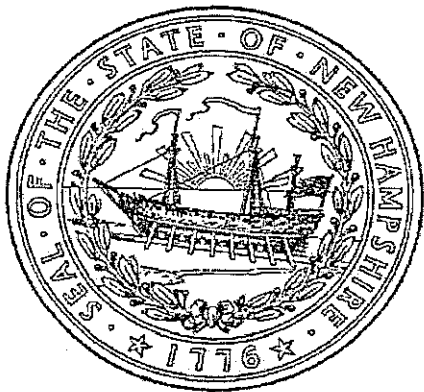
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RELX INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on June 26, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 141898

Certificate Number: 0005827960



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of July A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: _____		
	PHONE (A/C. No. Ex): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS: _____			
INSURED LexisNexis a Division of RELX Inc. 9443 Springboro Pike Miamisburg OH 45342 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Zurich American Ins Co		16535
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570094541449** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____				OGLG46663160	01/01/2022	01/01/2023	EACH OCCURRENCE	\$1,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$2,000,000
								PRODUCTS - COMP/OP AGG	\$1,000,000
								Deductible	\$15,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident)	
								BODILY INJURY (Per person)	
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION							EACH OCCURRENCE	
								AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N		N/A	WC837684523	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
								E.L. EACH ACCIDENT	\$1,000,000
								E.L. DISEASE-EA EMPLOYEE	\$1,000,000
								E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570094541449

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 New Hampshire Dept. of Administrative Services Bureau of Purchase & Property is included as Additional Insured with respects to the General Liability policy.

CERTIFICATE HOLDER New Hampshire Dept. of Administrative Services Bureau of Purchase & Property 25 Capitol Street - Room 102 Concord NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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