

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 22, 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 to enter into a contract with RELX, Inc. dba Lexis Nexis, (VC#475457), Newton, MA, in an amount up to and not to exceed \$2,500,000.00 for Legal Research Services effective upon Governor and Executive Council approval or July 1, 2026, whichever is later, through June 30, 2031, with the option to extend for up to an additional two years through June 30, 2033.

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 Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued request for proposal (RFP) 3074-26 for Legal Research Services. There was one compliant response received from the incumbent contractor, RELX, Inc. dba Lexis Nexis.

The purpose of this requested contract is to allow state agencies access to a catalog database of legal information from Local, State, and Federal sources. The plans offered under contract would 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. Upon approval the primary using agencies will be the Department of Justice, The Department of Health and Human Services, the Department of Information Technology, and New Hampshire Employment Security.

The requested price limitation was originally based on an anticipated one-hundred fifty (150) user licenses across (9) nine agencies and was determined through a combination of annual user license pricing and legal software support packages provided by the vendor, spend analysis based on the expiring contract, and anticipated use by end-using agencies, specifically the Department of Justice (DOJ). However, upon further data and pricing analysis against the expiring contract and additional agency input, it is anticipated that user license and specialized package requests will increase past the original user license estimates.

The requested price limitation of \$2,500,000.00 includes an allowance of \$727,559.87 which represents an additional 75 users per year, for additional user licenses based on increased projections from the end using agencies following RFB close. In addition, the requested price limitation includes an allowance of \$317,320.40 for services and product packages that the vendor offers through the contract term. By approving this requested contract, it would allow end-using agencies to seamlessly continue use of supporting legal research services by RELX Inc. dba Lexis Nexis.

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

Contract financials	
Contract end user license cost	\$1,455,120.00
Contract allowance for additional purchases	\$1,044,880.00
Request price limitation	\$2,500,000.00

Based on the foregoing, I am respectfully recommending approval of the contract with RELX Inc. dba Lexis Nexis.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



**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 11, 2026

Charles M. Arlinghaus, Commissioner
State of New Hampshire
Department of Administrative Services
25 Capitol Street
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 with RELX Inc., dba Lexis Nexis, as described below and referenced as DoIT No. 2026-090.

The purpose of this request is for statewide legal research services.

The total Price Limitation shall be \$2,500,000, effective upon Governor and Executive Council approval through June 30, 2031.

A copy of this letter should 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". The signature is fluid and cursive, with a long horizontal stroke at the end.

Denis Goulet

DG/jd
DoIT #2026-090

cc: Cindy Dotlich, IT Manager, DoIT



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

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	RELX, 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	


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 Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name LexisNexis, a division of RELX, Inc.		1.4 Contractor Address 313 Washington Street, Suite 400, Newton, MA 02458	
1.5 Contractor Phone Number 203-558-6834	1.6 Account Unit and Class Various	1.7 Completion Date June 30, 2031	1.8 Price Limitation \$2,500,000.00
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature Cynthia Guerrero <small>Digitally signed by Cynthia Guerrero Date: 2026.02.19 12:51:20 -05'00'</small>		1.12 Name and Title of Contractor Signatory Cynthia Guerrero, Contract Specialist	
1.13 State Agency Signature 		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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: <i>Christen Lavers</i> On: <i>5/12/26</i>			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> 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, 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.

3.3 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. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. The State shall pay for all Services rendered up to the date of termination. In the event of a reduction or termination of appropriated funds 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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. The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **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.

18. **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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

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

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. LexisNexis (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with Legal Research Services in accordance with their proposal in response to State's request for proposal for legal research services 3074-26 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT A.1 Contractor Licensing Terms
 - 2.1.4. EXHIBIT B Scope of Services
 - 2.1.5. EXHIBIT C Method of Payment
 - 2.1.6. ATTACHMENT A: RFP 3074-26 OFFER SHEET
- 2.2. 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: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," (2.1.4.) EXHIBIT C "Method of Payment", and (2.1.5.) ATTACHMENT A: RFP 3074-26 OFFER SHEET.

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence upon approval of the Governor and Executive Council or July 1, 2026, whichever is later, through June 30, 2031.
- 3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed seven years.

4. SCOPE OF WORK:

- 4.1. Vendor shall provide Web Based Legal Research services available to all State Agencies. The solution will be hosted by the Vendor and accessible via web-browser. Subject matter shall include but not be limited to:
 - 4.1.1. New Hampshire and Federal statutes and regulations including administrative rules
 - 4.1.2. Court opinions and case law covering federal and New Hampshire courts
 - 4.1.3. Shepard's-type case treatment analysis; legislative histories, public records and other legal databases covering law reviews, legal encyclopedias and treatises
 - 4.1.4. Specialized legal topics such as tort, contract, administrative law, consumer protection, antitrust, eminent domain, constitutional law, criminal law
 - 4.1.5. Access to legal know-how content and a table of authorities' generator.
 - 4.1.6. Access to artificial intelligence-enhanced search features.
 - 4.1.7. Access to plug-ins or features that interface with other widely-used software or systems, i.e. Microsoft Office, e-discovery tools, or document management systems.

5. COMMERCIAL REQUIREMENTS:

- 5.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

- 5.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.
- 5.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 5.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 5.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 5.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 5.7. 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.
- 5.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 5.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 5.10. 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.

6. USAGE REPORTING:

- 6.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Ryan Fuller at the Bureau of Purchase and Property and sent electronic to Christopher.R.Fuller@DAS.NH.Gov. At a minimum, the Report shall include:
 - 6.1.1. Contract Number
 - 6.1.2. Utilizing Agency and Eligible Participant
 - 6.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - 6.1.4. Total Cost of all Services/Products Purchased with the ability to sort by agency/eligible participant.
 - 6.1.5. Preferred in Excel format

7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 7.1. The Contractor shall provide all legal research services strictly pursuant to, and in conformity with, the specifications described in State RFP 3074-26, as described herein, and under the terms of this Contract.
- 7.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 7.3. 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.

- 7.4. Additionally, all updates i.e., 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\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 7.5. 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.
- 7.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.
8. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**
- 8.1. 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.
9. **CONFIDENTIALITY & CRIMINAL RECORD:**
- 9.1. 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

10. CONTRACT PRICE:

10.1. The Contractor hereby agrees to provide legal research services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$2,500,000.00; 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.

11. PRICING STRUCTURE:

11.1. See below for standard package yearly cost per user and extension costs:

Description	Cost Per User Year 1	Cost Per User Year 2	Cost Per User Year 3	Cost Per User Year 4	Cost Per User Year 5	Cost Per User Extension Year 1	Cost Per User Extension Year 2
NH National Government Package with Lexis + National Primary Enhanced News NH Practice Library All Briefs, Pleadings & Motions All Jury Instructions Trial Court Orders - National	\$1,756	\$1,843	\$1,936	\$2,032	\$2,134	\$2,241	\$2,353

11.2. See below for additional packages costs offered by contractor and extension costs:

Description	Cost Per User Year 1	Cost Per User Year 2	Cost Per User Year 3	Cost Per User Year 4	Cost Per User Year 5	Cost Per User Extension Year 1	Cost Per User Extension Year 2
Law360 Complete	\$540	\$567	\$595	\$625	\$656	\$689	\$724
CaseMap+	\$540	\$567	\$595	\$625	\$656	\$689	\$724
Courtlink Minus Runner	\$1,285	\$1,349	\$1,417	\$1,488	\$1,562	\$1,640	\$1,722
CLE on Demand	\$734	\$771	\$810	\$850	\$893	\$937	\$984
Lexis+ AI/Protege Drafting	\$1,523	\$1,599	\$1,679	\$1,763	\$1,851	\$1,944	\$2,041
Create+	\$624	\$655	\$688	\$722	\$758	\$796	\$836
All Legislative Bill Histories	\$918	\$964	\$1,012	\$1,063	\$1,116	\$1,172	\$1,230
All Matthew Bender Library	\$3,816	\$4,007	\$4,207	\$4,417	\$4,638	\$4,870	\$5,114
Core Public Records with Smartlinx	\$1,200	\$1,260	\$1,323	\$1,389	\$1,459	\$1,532	\$1,608

11.3. Custom Packages include legal content, public records solutions, news and business content, and other related content and solutions. Pricing shall not exceed \$1000 per user, per month, when sold as a flat rate. This is for agencies with unique and customized content and/or solution needs that do not fit into prepackages offering above. LexisNexis and the agency will agree upon specific content/solutions offerings for this option.

11.4. Agencies may purchase additional customized packages aside from those listed. These purchases shall require a quote from the contract along with a detailed scope of work.

12. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

12.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above on the Offer Sheet.

13. INVOICE:

13.1. Itemized invoices shall be submitted to the individual agency on a monthly basis.

13.2. Contractor shall be paid by Procurement Card when invoice is received.

14. PAYMENT:

14.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

Exhibit A.1 Contractor Licensing Terms



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
 (EXISTING SUBSCRIBER VERSION - AAR)

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

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed 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 will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

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 Amendment 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 Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (b) 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 3.4 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment 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 Amendment 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



**AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)**

- 3.2. This Agreement commences on the Effective Date and continues for the Committed Term designated in Section 3.4; provided, that, after the Committed Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current Committed Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term, Committed Term and all Renewal Terms.
- 3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.
- 3.4. In exchange for access to the _____ Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment

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)

- 3.5. 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)

- 3.6. Use of _____ under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).
- 3.7. LN may temporarily suspend access to _____ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment 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 Amendment 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 Amendment in trust and confidence and take reasonable



**AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)**

precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

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 Amendment.

7. Miscellaneous

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

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT 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:	_____



**AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)**

Customer Information (please print or type)		
Organization Name (full legal name)		
Billing Frequency	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Tax Exempt (if yes please provide exemption certificate)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
New Invoice Contact Person	<input type="checkbox"/> Yes <input type="checkbox"/> No	First & Last Name
		Email Address
PO Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	PO #
MSA # if applicable		

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

This Lexis Create Products 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 Products 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 Products features and content.

LN and Subscriber agree to supplement the Agreement as follows:

1. TECHNICAL REQUIREMENTS

Lexis Create Products are 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. ACCESS

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

3. PROVISIONING

In order to access Lexis Create Products, Lexis Create Products must be provisioned 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 provisioning will be implemented through activation by Subscriber of the product functionality that is hosted on the Microsoft AppSource website. Subscriber will provision the product at an individual desktop level by individual users or on a network level by an IT administrator. There are no provisioning 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 Products 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.

5. LIBRARIES

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

6. ADDITIONAL PRODUCT TERMS FOR LEXIS CREATE+ WITH DMS

6.1. Access. The Subscriber grants LN, for the Term, a non-exclusive, worldwide, royalty-free right and license to use, copy, store, modify, transmit and display the Subscriber Documents to the extent necessary to provide the Create Products under this Addendum. For the avoidance of doubt, LN shall not use Subscriber Documents, whether anonymized or de-aggregated, to modify or update AI Technologies for the benefit of LN or any Third Party.

6.2. Integration Phase (for DMS, if applicable). Where the Addendum contains a reference to an Integration Date, the date set out on the Addendum (if any), LN will use reasonable efforts to assist the Subscriber with the integration of its contract repository with the Lexis Create+ with DMS by the Integration Date. It is acknowledged and agreed between the parties that any reference to an Integration Date in the Addendum will be indicative only. The Subscriber acknowledges that LN's ability to assist the Subscriber in relation to such integration is in part dependent upon Subscriber's timely cooperation as well as the accuracy and completeness of any information and data that the Subscriber provides to LN. Subscriber agrees and covenants to reasonably cooperate with LN to facilitate the integration process.

LN acknowledges and agrees that the Subscriber remains at any time the sole owner of (or where applicable, must ensure it has a valid license to) the Subscriber Documents.



LEXIS® CREATE PRODUCTS ADDENDUM
PRODUCT TERMS FOR LEXIS® CREATE AND LEXIS
CREATE + WITH DMS ("LEXIS-CREATE PRODUCTS")

7. 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:	



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

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:		



**ADDENDUM FOR
ONLINE CONTINUING LEGAL EDUCATION**
(Lexis/Lexis+ Agreement - State & Local Government)

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

This Addendum for Online Continuing Legal Education (the "Addendum") between LN and Subscriber is intended to revise the LN business agreement (which includes, but is not limited to Lexis/Lexis+ Agreement, Subscription Plan Amendment, order(s), etc.) (the "Agreement") previously or simultaneously executed between the parties by adding to the Agreement the terms and conditions listed below.

USER REPORTING

Users are solely responsible for (i) assuring that any credits earned are reflected in your State CLE transcript, and (ii) that the courses they take are represented on the LN system as being approved for CLE in their barred jurisdiction. All courses may not be approved in all jurisdictions.

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.

AGREED TO AND ACCEPTED BY:

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

State of New Hampshire

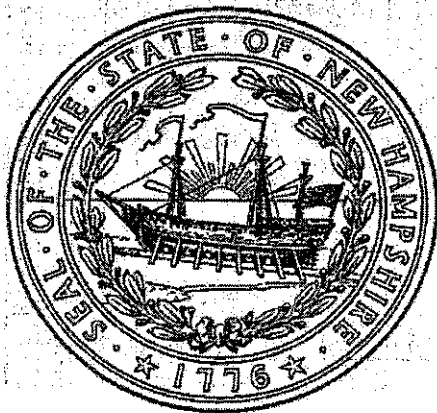
Department of State

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 "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name: RELX INC. Business ID: 141898
Business Type: Foreign Profit Corporation Business Status: Good Standing
Business Creation Date: 06/26/1989 Name in State of Incorporation: RELX INC.
Date of Formation in Jurisdiction: 06/26/1989
Principal Office Address: 101 Park Avenue, 24th Floor, New York, NY, 10178, USA Mailing Address: 101 Park Avenue, 24th Floor, New York, NY, 10178, USA
Citizenship / State of Incorporation: Foreign/Delaware
Last Annual Report Year: 2026
Next Report Year: 2027
Duration: Perpetual
Business Email: CLS-CTARMSEvidence@wolterskluwer.com Phone #: NONE
Notification Email: CLS-CTARMSEvidence@wolterskluwer.com Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PUBLISHING; ELECTRONIC INFORMATION SERV.	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Nicholas Luff / President	101 Park Avenue, 24th Floor, New York, NY, 10178, USA
Renee Simonton / Vice President	101 Park Avenue, 24th Floor, New York, NY, 10178, USA
Renee Simonton / Secretary	101 Park Avenue, 24th Floor, New York, NY, 10178, USA
Suzanne Perry / Vice President	101 Park Avenue, 24th Floor, New York, NY, 10178, USA
Suzanne Perry / Treasurer	101 Park Avenue, 24th Floor, New York, NY, 10178, USA

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 10 Go to Page

Registered Agent Information

Name: C T Corporation System

Registered Office Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Registered Mailing Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Trade Name Information

Business Name	Business ID	Business Status
LEXIS-NEXIS GROUP (/online/BusinessInquire/TradeNameInformation? businessID=Px3AdkIaANE%3D)	322934	Expired
LEXIS PUBLISHING (/online/BusinessInquire/TradeNameInformation? businessID=nueeA6hPmfs%3D)	322933	Expired
LEXISNEXIS GROUP (/online/BusinessInquire/TradeNameInformation? businessID=V6%2B3IUeFcb4%3D)	478508	Expired
HEINEMANN, A DIVISION OF REED PUBLISHING (USA) (/online/BusinessInquire/TradeNameInformation? businessID=QpLAVG%2BDXDM%3D)	185025	Expired
LEXIS-NEXIS (/online/BusinessInquire/TradeNameInformation? businessID=pbw%2BupxPUW4%3D)	267280	Expired
Reed Exhibitions (/online/BusinessInquire/TradeNameInformation? businessID=24pdWP%2FNmIE%3D)	615637	Expired
LexisNexis (/online/BusinessInquire/TradeNameInformation? businessID=%2BKLzuecZBU%3D)	624352	Active
State Net (/online/BusinessInquire/TradeNameInformation? businessID=7fl8j1h6AZ4%3D)	743604	Expired Pending

Trade Name Owned By

Name	Title	Address
------	-------	---------

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
1718	1718	230 Park Ave, Seventh Floor, New York, NY, 10169, USA	230 Park Ave, Seventh Floor, New York, NY, 10169, USA
5238	NEW HAMPSHIRE GOVERNMENT REGISTER	1105 N. Market Street, Wilmington, DE, 19801, USA	1105 N. Market Street, Wilmington, DE, 19801, USA

[Filing History](#)

[Address History](#)

[View All Other Addresses](#)

[Name History](#)

[Shares](#)

[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>

© 2022 State of New Hampshire.

Business Name Search

 [Back to Home \(online\)](#)

Business Details

Business Name: LEXISNEXIS	Business ID: 624352
Business Type: Trade Name	Business Status: Active
Expiration Date: 1/7/2030	Last Renewal Date: 7/04/2024
Business Creation Date: 01/07/2010	
Principal Business Office Address: 313 Washington St. Suite 400, Newton, MA, 02458, USA	Mailing Address: 1105 North Market, Suite 501, Wilmington, DE, 19801, USA

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. (141898)	Business	Good Standing

[Back \(https://quickstart.sos.nh.gov/online/BusinessInquire/BusinessInformation?businessID=hgv1g4ov1Pg%3D\)](https://quickstart.sos.nh.gov/online/BusinessInquire/BusinessInformation?businessID=hgv1g4ov1Pg%3D) [Filing History](#) [Address History](#) [View All Other Addresses](#) [Return to Search \(/online/BusinessInquire/?isStartupAction=False\)](#)



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 CN146829766-RELX-GAWUP-26-27	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"/> PROJECT <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 checked="" 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/Coil 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 <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td>N</td> <td>N/A</td> </tr> </table>	Y/N		N	N/A			WC 8376845 27	01/01/2026	01/01/2027	<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
Y/N											
N	N/A										
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		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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%)